

UNITED STATES SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549  
Form 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2019  
or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission file number: 1-6686



**THE INTERPUBLIC GROUP OF COMPANIES, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of incorporation or organization)

**13-1024020**

(I.R.S. Employer Identification No.)

**909 Third Avenue, New York, New York 10022**

(Address of principal executive offices) (Zip Code)

**(212)704-1200**

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

**Title of each class**

**Trading Symbol(s)**

**Name of each exchange on which registered**

Common Stock, par value \$0.10 per share

IPG

The New York Stock Exchange

Securities Registered Pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See definition of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of June 28, 2019, the aggregate market value of the shares of the registrant's common stock held by non-affiliates was approximately \$8.7 billion. The number of shares of the registrant's common stock outstanding as of February 13, 2020 was 387,824,443.

**DOCUMENTS INCORPORATED BY REFERENCE**

The following sections of the Proxy Statement for the Annual Meeting of Stockholders to be held on May 21, 2020 are incorporated by reference in Part III: "Election of Directors," "Director Selection Process," "Code of Conduct," "Committees of the Board of Directors," "Audit

Committee,” “Section 16(a) Beneficial Ownership Reporting Compliance,” “Executive Compensation,” “Non-Management Director Compensation,” “Compensation Discussion and Analysis,” “Compensation and Leadership Talent Committee Report,” “Outstanding Shares and Ownership of Common Stock,” “Securities Authorized for Issuance under Equity Compensation Plans,” “Transactions with Related Persons,” “Director Independence” and “Appointment of Registered Public Accounting Firm.”

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## TABLE OF CONTENTS

	<u>Page</u>
<b>PART I</b>	
Item 1. <a href="#">Business</a>	<a href="#">2</a>
Item 1A. <a href="#">Risk Factors</a>	<a href="#">9</a>
Item 1B. <a href="#">Unresolved Staff Comments</a>	<a href="#">14</a>
Item 2. <a href="#">Properties</a>	<a href="#">14</a>
Item 3. <a href="#">Legal Proceedings</a>	<a href="#">14</a>
Item 4. <a href="#">Mine Safety Disclosures</a>	<a href="#">14</a>
<b>PART II</b>	
Item 5. <a href="#">Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities</a>	<a href="#">15</a>
Item 6. <a href="#">Selected Financial Data</a>	<a href="#">16</a>
Item 7. <a href="#">Management's Discussion and Analysis of Financial Condition and Results of Operations</a>	<a href="#">18</a>
Item 7A. <a href="#">Quantitative and Qualitative Disclosures About Market Risk</a>	<a href="#">39</a>
Item 8. <a href="#">Financial Statements and Supplementary Data</a>	<a href="#">41</a>
Item 9. <a href="#">Changes in and Disagreements with Accountants on Accounting and Financial Disclosure</a>	<a href="#">87</a>
Item 9A. <a href="#">Controls and Procedures</a>	<a href="#">87</a>
Item 9B. <a href="#">Other Information</a>	<a href="#">87</a>
<b>PART III</b>	
Item 10. <a href="#">Directors, Executive Officers and Corporate Governance</a>	<a href="#">88</a>
Item 11. <a href="#">Executive Compensation</a>	<a href="#">88</a>
Item 12. <a href="#">Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters</a>	<a href="#">88</a>
Item 13. <a href="#">Certain Relationships and Related Transactions, and Director Independence</a>	<a href="#">88</a>
Item 14. <a href="#">Principal Accountant Fees and Services</a>	<a href="#">88</a>
<b>PART IV</b>	
Item 15. <a href="#">Exhibits, Financial Statement Schedules</a>	<a href="#">89</a>
Item 16. <a href="#">Form 10-K Summary</a>	<a href="#">89</a>

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## STATEMENT REGARDING FORWARD-LOOKING DISCLOSURE

This annual report on Form 10-K contains forward-looking statements. Statements in this report that are not historical facts, including statements about management's beliefs and expectations, constitute forward-looking statements. Without limiting the generality of the foregoing, words such as "may," "will," "expect," "believe," "anticipate," "intend," "could," "would," "estimate," "continue" or comparable terminology are intended to identify forward-looking statements. These statements are based on current plans, estimates and projections, and are subject to change based on a number of factors, including those outlined under Item 1A, *Risk Factors*, in this report. Forward-looking statements speak only as of the date they are made and we undertake no obligation to update publicly any of them in light of new information or future events.

Forward-looking statements involve inherent risks and uncertainties. A number of important factors could cause actual results to differ materially from those contained in any forward-looking statement. Such factors include, but are not limited to, the following:

- potential effects of a challenging economy, for example, on the demand for our advertising and marketing services, on our clients' financial condition and on our business or financial condition;
- our ability to attract new clients and retain existing clients;
- our ability to retain and attract key employees;
- risks associated with assumptions we make in connection with our critical accounting estimates, including changes in assumptions associated with any effects of a weakened economy;
- potential adverse effects if we are required to recognize impairment charges or other adverse accounting-related developments;
- risks associated with the effects of global, national and regional economic and political conditions, including counterparty risks and fluctuations in economic growth rates, interest rates and currency exchange rates;
- developments from changes in the regulatory and legal environment for advertising and marketing and communications services companies around the world; and
- failure to realize the anticipated benefits of the acquisition of the Axiom business.

Investors should carefully consider these factors and the additional risk factors outlined in more detail under Item 1A, *Risk Factors*, in this report.

## PART I

### Item 1. *Business*

The Interpublic Group of Companies, Inc. ("Interpublic," the "Company," "IPG," "we," "us" or "our") was incorporated in Delaware in September 1930 under the name of McCann-Erickson Incorporated as the successor to the advertising agency businesses founded in 1902 by A.W. Erickson and in 1911 by Harrison K. McCann. The Company has operated under the Interpublic name since January 1961.

#### **About Us**

We are one of the world's premier global advertising and marketing services companies. With approximately 54,300 employees and operations in all major world markets, our companies specialize in consumer advertising, digital marketing, communications planning and media buying, public relations, specialized communications disciplines and data management. Our agencies create customized marketing solutions for clients that range in scale from large global marketers to regional and local clients. Comprehensive global services are critical to effectively serve our multinational and local clients in markets throughout the world as they seek to build brands, increase sales of their products and services, and gain market share.

The work we produce for our clients is specific to their unique needs. Our solutions vary from project-based activity involving one agency to long-term, fully integrated campaigns created by multiple IPG agencies working together. With offices in over 100 countries, we can operate in a single region or deliver global integrated programs.

The role of our holding company is to provide resources and support to ensure that our agencies can best meet clients' needs and to selectively facilitate collaborative client service among our agencies. Based in New York City, our holding company sets company-wide financial objectives and corporate strategy, establishes financial management and operational controls, guides personnel policy, directs collaborative inter-agency programs, conducts investor relations, manages environmental, social and governance (ESG) programs, provides enterprise risk management and oversees mergers and acquisitions. In addition, we provide certain centralized functional services that offer our companies operational efficiencies, including accounting and finance, executive compensation management and recruitment assistance, employee benefits, marketing information retrieval and analysis, internal audit, legal services, real estate expertise and travel services.

IPG ranked as one of the best-managed companies of 2019, according to The Management Top 250 ranking, and was the only company from the advertising industry included in the list. Developed by the Drucker Institute and *The Wall Street Journal*, the ranking measures corporate effectiveness by examining performance in customer satisfaction, employee engagement and development, innovation, social responsibility and financial strength. Additionally, IPG was named a top company to work for by LinkedIn and was the highest-ranked company in the advertising sector on the list of the 50 most sought-after companies where Americans want to work and develop their careers.

#### **Our Brands**

Interpublic is home to some of the world's best-known and most innovative communications specialists. We have three global networks: McCann Worldgroup, Foote, Cone & Belding ("FCB") and MullenLowe Group, which provide integrated, large-scale advertising and marketing solutions for clients. Our Media, Data and Technology offerings are comprised of Mediabrands' global media services, Acxiom's data and technology capabilities, and Kinesso's data-driven marketing solutions. We also have a range of best-in-class global specialized communications assets as well as premier domestic integrated and global digital agencies that are industry leaders.

- Media, Data and Technology offerings provide strategic media planning and buying services as well as data management and leading marketing technology services. Our media services agencies manage tens of billions of dollars in marketing investment on behalf of their clients, providing strategic counsel and advisory services to navigate the fast-evolving consumer and media landscape. Full-service global media agencies within the Mediabrands network include UM and Initiative. Additional leading brands and specialist business units include Healix, IPG Media Lab, MAGNA, Orion Holdings, Rapport and Reprise. Media solutions are developed and executed through integrated, data-driven marketing strategies. Acxiom, which IPG acquired in 2018, provides the data foundation for many of the world's largest and most sophisticated marketers. Acxiom's solutions help clients organize, cleanse and store data in a responsible and ethical manner, and enhances our ability to provide data-driven marketing insights to our clients. Kinesso, the marketing technology company IPG launched in October of 2019, provides the tools and services required to help marketers make traditional and addressable media activation faster, better and more effective through the use of data.
- McCann Worldgroup is a leading global marketing solutions network united across 100+ countries by a single vision: to help brands play a meaningful role in people's lives. McCann was recognized by Cannes Lions as the 2019 Network of

the Year and by the Effies as the world's most creatively-effective marketing services company in 2019. The network is comprised of McCann (advertising), MRM (science/technology/relationship marketing), Momentum Worldwide (total brand experience), McCann Health (professional/dtc communications), and CRAFT (production). McCann is aligned with our marketing services agencies including Weber Shandwick (public relations) and FutureBrand (consulting/design).

- FCB is a global marketing communications company, named to the *Ad Age* Agency A-List in 2019. Based on an understanding of diversified markets and cultures, FCB focuses on creating “Never Finished” ideas for clients that reflect each brand’s past and anticipate its future. FCB also offers a range of best-in-class, integrated and specialist marketing capabilities: FCB Health, one of the world’s most awarded healthcare marketing networks; shopper-first agency FCB/RED; design agency Chute Gerdeman; experiential agency FCBX; production studios Lord + Thomas and FuelContent; CRM agency FCB/SIX; and digital agency New Honor Society.
- MullenLowe Group is a creatively driven integrated marketing communications network with a strong entrepreneurial heritage and challenger mentality. A global creative boutique of distinctive diverse agencies, MullenLowe Group is networked in more than 65 markets. Within the Group's distinctive hyperbundled-operating model, global specializations include expertise in brand strategy, and through-the-line advertising with MullenLowe; digital transformation with MullenLowe Profero; media and communications planning and buying with Mediahub; customer experience activation with MullenLowe Open; and consumer and corporate PR with MullenLowe PR and MullenLowe salt. The group is focused on delivering an “Unfair Share of Attention” for clients and is consistently ranked among the most awarded creative and effective agency networks in the world. Mediahub was named *Ad Age* Media Agency of the Year in 2019.
- Our CMG group has exceptional global marketing specialists across a range of disciplines, including industry-leading public relations agencies such as Weber Shandwick, Golin, DeVries Global, Axis, and Current Global have expertise in every significant area of communication management. Jack Morton is a global brand experience agency, and FutureBrand is a leading brand consultancy. Octagon is a global sports, entertainment and lifestyle marketing agency.
- Our domestic integrated independent and digital specialist agencies include some of advertising's most recognizable and storied agency brands, including Carmichael Lynch, Deutsch, Hill Holliday, Huge, R/GA and The Martin Agency. The marketing programs created by these agencies incorporate all media channels, CRM, public relations and other digital marketing activities and have helped build some of the most powerful brands in the U.S., across all sectors and industries.

We list approximately 100 of our companies on our website under the "Our Companies" section, with descriptions, capabilities and office locations for each. To learn more about our broad range of capabilities, visit our website at [www.interpublic.com](http://www.interpublic.com). Information on our website is not part of this report.

### Market Strategy

We operate in a media landscape that continues to evolve at a rapid pace. Media channels continue to fragment, and clients face an increasingly complex consumer environment. To stay ahead of these challenges and to achieve our objectives, we have made and continue to make investments in creative, strategic and technology talent in areas including fast-growth digital marketing channels, high-growth geographic regions and strategic world markets. In addition, we consistently review opportunities within our Company to enhance our operations through acquisitions and strategic alliances and internal programs that encourage intra-company collaboration. As appropriate, we also develop relationships with technology and emerging media companies that are building leading-edge marketing tools that complement our agencies' skill sets and capabilities.

In recent years, we have taken several major strategic steps to position our agencies as leaders in the global advertising and communications market. These include:

- **Investment in leading talent:** We believe our continued ability to attract and develop top talent and to be the industry’s employer of choice for an increasingly diverse workforce have been key differentiators for IPG. We continue to acquire and develop top strategic, creative and digital talent from a range of backgrounds.
- **Growing digital capabilities:** Our investments in talent and technology - organically growing digital capabilities such as search, social, user experience (UX), content creation, analytics, and mobile across the portfolio - promise to drive further growth in this dynamic sector of our business. We continue to internationalize our powerful digital specialist agencies.
- **Data-fueled offerings:** Media and marketing is increasingly centered around the ability to manage data to create deeper direct customer relationships. Acxiom provides the tools to help our clients connect with individual consumers at scale. Kinesso furthers this vision by bringing together top data and technology talent with addressable media experts to develop software that amplifies clients' marketing and leverages Acxiom’s assets and capabilities.
- **Investments in emerging and strategic markets:** We strengthen our position in global markets by driving organic growth as well as completing strategic acquisitions in Asia, the U.K., Europe, Latin America, and North America.

- **Integrated marketing solutions:** A differentiating aspect of our business is our utilization of “open architecture” solutions that integrate the best talent from throughout the organization to fulfill the needs of our clients.

Together, these steps have built a culture of strategic creativity and high performance across IPG, resulting in IPG posting strong organic growth, as well as increased honors and awards for our Company.

For the third year in a row, IPG was recognized as the Holding Company of the Year at the North American Effie Awards; McCann Worldgroup was named Most Effective Agency Office of the Year and its "22 Years of Priceless" work for Mastercard was awarded a "5 for 50" award, marking Effie's 50<sup>th</sup> Anniversary. At the 2019 Cannes Lions Festival of Creativity, IPG agencies dominated at the festival and took home 11 of the Festival's highest honor, the Grand Prix. IPG agencies won over a third of all Grand Prix awarded in 2019, and more than all other global holding companies combined. McCann Worldgroup won five Grand Prix in Brand Experience & Activation, Industry Craft, Pharma and Health & Wellness categories as the Festival named McCann Worldgroup as Network of the Year, McCann Health the Healthcare Network of the Year, and McCann Health China the Healthcare Agency of the Year. FCB took home five Grand Prix in the Direct, Creative Data, Innovation, Titanium, and Mobile categories. UM received its first-ever Grand Prix in the Entertainment category. In total, IPG agencies won 163 Cannes Lions, including 11 Grand Prix, one Titanium, 38 Gold Lions, 44 Silver Lions, and 69 Bronze Lions.

Our specialty marketing firms received top honors at the 2019 *PRWeek* Global Awards. Weber Shandwick was the most awarded agency, winning a total of six awards, including four in partnership with clients: Best Campaign in Asia-Pacific, Corporate and Social Responsibility, Global Citizenship and Issues and Crisis. Golin was named “Agency of the Year” and DeVries Global, dna Communications and McCann were also among awards recipients. The *PRWeek* Global Awards celebrate the best campaigns, people and organizations involved in cross-region communications.

In the U.S. market, IPG once again led the industry in *Ad Age*'s annual "A-List," a ranking of the industry's ten most innovative and creative agencies. FCB and McCann ranked among the industry's best-performing agencies and Mediahub was named the "Media Agency of the Year." Additionally, FCB/Six was named the "Data/Analytics Agency of the Year" and Initiative as the "Comeback Agency of the Year." IPG agencies EP+Co., The Martin Agency, MullenLowe and UM were also identified as "Agency Standouts" and R/GA as "Agencies To Watch" in the awards issue. *Ad Age* selects agencies based on account wins, quality of work and business results delivered on behalf of their clients.

#### *Digital Growth*

Demand for our digital marketing services continues to evolve rapidly. In order to meet this need and provide high-value resources to clients, we have focused on embedding digital talent and technology throughout the organization. This reflects our belief that digital marketing should be integrated within all of our companies. This structure mirrors the way in which consumers incorporate digital media into their other media habits and, ultimately, their daily lives. We continue to invest in recruiting and developing digital expertise at all our agencies and in all marketing disciplines.

To meet the changing needs of the marketplace, we have been active in making new acquisitions and minority investments in specialty digital assets. In addition, we have consistently invested in existing assets such as the IPG Media Lab, Huge, MRM and R/GA, which serve as key digital partners to many of the agencies within IPG.

#### *Emerging Economies and Strategic Regions*

We continue to invest and expand our presence in emerging and strategic geographic regions. In recent years, we have made significant investments in Brazil, India and China, further strengthening our position in these important developing markets. Our operations in India are best-in-class, and we will continue to invest in partnerships and talent in this key market. We also hold a majority stake in the Middle East Communication Networks (“MCN”), among the region's premier marketing services companies. MCN is headquartered in Dubai, with offices across 12 countries. In China, where we operate with most of our global networks and across the full spectrum of marketing services, we continue to invest organically in the talent of our agency brands and opportunistically acquire specialty offerings. Additional areas of investment include key strategic markets in North America, the U.K., Europe, Asia Pacific, Latin America and Africa.

#### *Diversity and Inclusion*

IPG and our agencies are committed to diversity and inclusion, and we reinforce these values through a comprehensive set of award-winning programs. These include business resource groups that develop career building programs, as well as training around topics like unconscious bias. We seek to ensure accountability by tying executive compensation directly to the ability of our leaders to hire, promote and retain diverse talent, and we regularly measure the inclusiveness of our culture with a company-wide climate for inclusion survey.

We began our formal programs over a decade ago. Since then, IPG has seen dramatic improvements in the diversity of our workforce, and further progress is a management priority. In the U.S., IPG exceeded the ad industry's representation rates for

women and minorities for both professional-level and management positions in the most recent filings. We believe that an environment that encourages respect and trust is key to a creative business like ours, and that a competitive advantage comes with having a variety of perspectives and beliefs in our workforce.

#### *Acquisition Strategy*

A disciplined acquisition strategy, focused on high-growth capabilities and regions of the world, is one component of growing our services in today's rapidly-changing marketing services and media landscape. When an outstanding resource or a strong tactical fit becomes available, we have been opportunistic over the years in making tuck-in, niche acquisitions that enhance our service offerings.

In recent years, IPG has acquired agencies across the marketing spectrum, including firms specializing in digital, mobile marketing, social media, healthcare communications and public relations, as well as agencies with full-service capabilities. These acquired agencies have been integrated into one of our global networks or specialist agencies. In 2019, we completed one acquisition, a content communications agency based in the United Kingdom. In 2018, we pursued and completed the transformative acquisition of Acxiom. By adding Acxiom to our offering, we have positioned our company for a future in which data-driven marketing solutions are increasingly core to brands' success. With Acxiom, we go to market as a trusted, high-value partner that will deliver on the promise of combining data management and marketing services to drive personalized marketing solutions at scale and measurable business outcomes for our clients.

#### **Financial Objectives**

Our financial goals include competitive organic net revenue growth and expansion of EBITA margin, as defined and discussed within the *Non-GAAP Financial Measure* section of this MD&A, which we expect will further strengthen our balance sheet and total liquidity and increase value to our shareholders. Accordingly, we remain focused on meeting the evolving needs of our clients while concurrently managing our cost structure. We continually seek greater efficiency in the delivery of our services, focusing on more effective resource utilization, including the productivity of our employees, real estate, information technology and shared services, such as finance, human resources and legal. The improvements we have made and continue to make in our financial reporting and business information systems in recent years allow us more timely and actionable insights from our global operations. Our disciplined approach to our balance sheet and liquidity provides us with a solid financial foundation and financial flexibility to manage and grow our business. We believe that our strategy and execution position us to meet our financial goals and to deliver long-term shareholder value.

#### **Financial Reporting Segments**

We have two reportable segments, which are Integrated Agency Networks ("IAN") and Constituency Management Group ("CMG"). IAN is comprised of McCann Worldgroup, FCB, MullenLowe Group, Media, Data and Technology which includes Mediabrands and Acxiom, our digital specialist agencies and our domestic integrated agencies. CMG is comprised of a number of our specialist marketing services offerings. We also report results for the "Corporate and other" group. See Note 15 in Item 8, *Financial Statements and Supplementary Data*, for further information.

#### **Sources of Revenue**

Our revenues are primarily derived from the planning and execution of multi-channel advertising, marketing and communications programs around the world. Our revenues are directly dependent upon the advertising, marketing and corporate communications requirements of our existing clients and our ability to win new clients. Most of our client contracts are individually negotiated, and, accordingly, the terms of client engagements and the bases on which we earn commissions and fees vary significantly. As is customary in the industry, our contracts generally provide for termination by either party on relatively short notice, usually 30 to 90 days, although our data management contracts typically have non-cancelable terms of more than one year.

Revenues for the creation and production of advertising or the planning and placement of media are determined primarily on a negotiated fee basis and, to a lesser extent, on a commission basis. Fees are usually calculated to reflect hourly rates plus proportional overhead and a mark-up. Many clients include an incentive compensation component in their total compensation package. This provides added revenue based on achieving mutually agreed-upon qualitative or quantitative metrics within specified time periods. Commissions are earned based on services provided.

We also generate revenue from data and technology offerings and in negotiated fees from our public relations, sales promotion, event marketing, sports and entertainment marketing, and corporate and brand identity services.



In most of our businesses, our agencies enter into commitments to pay production and media costs on behalf of clients, as is customary in the advertising and marketing industries. To the extent possible, we pay production and media charges after we have received funds from our clients, and in some instances we agree with the provider that we will only be liable to pay the production and media costs after the client has paid us for the charges. Generally, we act as the client's agent rather than the primary obligor in these arrangements.

Our revenue is typically lowest in the first quarter and highest in the fourth quarter.

**Consolidated Total Revenues for the Three Months Ended**

(Amounts in Millions)	2019		2018		2017	
	\$	% of Total	\$	% of Total	\$	% of Total
March 31	2,361.2	23.0%	2,169.1	22.3%	2,063.8	22.8%
June 30	2,520.2	24.7%	2,391.8	24.6%	2,185.8	24.2%
September 30	2,438.1	23.9%	2,297.5	23.7%	2,208.2	24.4%
December 31	2,901.8	28.4%	2,856.0	29.4%	2,589.8	28.6%
	<u>\$ 10,221.3</u>		<u>\$ 9,714.4</u>		<u>\$ 9,047.6</u>	

**Clients**

Our large and diverse client base includes many of the most recognizable companies and brands throughout the world. Our holding company structure allows us to maintain a diversified client base across and within a full range of industry sectors. In the aggregate, our top ten clients based on net revenue accounted for approximately 17% of net revenue in 2019 and 18% in 2018. Our largest client accounted for approximately 3% of net revenue in 2019 and 4% of net revenue in 2018. Based on net revenue for the year ended December 31, 2019, our largest client sectors (in alphabetical order) were auto and transportation, healthcare and technology and telecom. We represent several different clients, brands or divisions within each of these sectors in a number of geographic markets, as well as provide services across multiple advertising and marketing disciplines, in each case through more than one of our agency brands. Representation of a client rarely means that we handle advertising for all brands or product lines of the client in all geographical locations. Any client may transfer its business from one of our agencies to another one of our agencies or to a competing agency, and a client may change its marketing budget at any time.

We operate in a highly competitive advertising and marketing communications industry. Our operating companies compete against other large multinational advertising and marketing communications companies as well as numerous independent and niche agencies and new forms of market participants to win new clients and maintain existing client relationships.

**Regulatory Environment**

The advertising and marketing services that our agencies provide are subject to governmental regulation and other action in all of the jurisdictions in which the Company operates. While these governmental regulations and other actions can impact the Company's operations, the specific marketing regulations we may face in a given market do not as a general matter significantly impact the Company's overall service offerings or the nature in which we provide these services.

Governments, government agencies and industry self-regulatory bodies have adopted laws, regulations and standards, and judicial bodies have issued rulings, that directly or indirectly affect the form and content of advertising, public relations and other marketing activities we produce or conduct on behalf of our clients. These laws, regulations and other actions include content-related rules with respect to specific products and services, restrictions on media scheduling and placement, and labeling or warning requirements with respect to certain products, for example pharmaceuticals, alcoholic beverages, cigarettes and other tobacco products, and food and nutritional supplements. We are also subject to rules related to marketing directed to certain groups, such as children.

Digital marketing services are a dynamic and growing sector of our business. Our service offerings in this area are covered by laws and regulations concerning user privacy, use of personal information, data protection and online tracking technologies. We are also subject to laws and regulations that govern whether and how we can transfer, process or receive certain data that we use in our operations, including data shared between countries or regions in which we operate. While we maintain policies and operational procedures to promote effective privacy protection and data management, existing and proposed laws and regulations in this area, such as the General Data Protection Regulation ("GDPR") in the European Union, the California Consumer Privacy Act ("CCPA") that recently went into effect and other different forms of privacy legislation under consideration across the markets in which we operate, can impact the development, efficacy and profitability of internet-based and other digital marketing. Limitations on the scheduling, content or delivery of direct marketing activities can likewise impact the activities of our agencies offering those services.

With agencies and clients located in over 100 countries worldwide, we are also subject to laws governing our international operations. These include broad anti-corruption laws such as the U.S. Foreign Corrupt Practices Act ("FCPA") and the U.K. Bribery Act (2010), which generally prohibit the making or offering of improper payments to government officials and political figures. Export controls and economic sanctions regimes, such as those maintained by the U.S. government and comparable ones by the U.K., the member states of the European Union and the U.N., impose limitations on the Company's ability to operate in certain geographic regions or to seek or service certain potential clients. Likewise, our Treasury operations must comply with exchange controls, restrictions on currency repatriation and the control requirements of applicable anti-money-laundering statutes.

#### **Personnel**

As of December 31, 2019, we employed approximately 54,300 people, of whom approximately 22,400 were employed in the United States. Because of the service character of the advertising and marketing communications business, the quality of personnel is of crucial importance to our continuing success. We conduct extensive employee training and development throughout our agencies and benchmark our compensation programs against those of our industry for their competitiveness and effectiveness in recruitment and retention. There is keen competition for qualified employees.

#### **Available Information**

Our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and any amendments to these reports are available, free of charge, on our website at [www.interpublic.com](http://www.interpublic.com) under the "For Investors" section, as soon as reasonably practicable after we electronically file such reports with, or furnish them to, the U.S. Securities and Exchange Commission ("SEC") at [www.sec.gov](http://www.sec.gov). The public may also read and copy materials we file with the SEC at the SEC's Public Reference Room, which is located at 100 F Street, NE, Room 1580, Washington, DC 20549. You can obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330.

Our Corporate Governance Guidelines, Interpublic Group Code of Conduct and the charters for each of the Audit Committee, Compensation and Leadership Talent Committee, and Corporate Governance Committee are available, free of charge, on our website at [www.interpublic.com](http://www.interpublic.com) in the "Corporate Governance" subsection of the "About" section, or by writing to The Interpublic Group of Companies, Inc., 909 Third Avenue, New York, New York 10022, Attention: Secretary. Information on our website is not part of this report.

**Executive Officers of IPG**

<b>Name</b>	<b>Age</b>	<b>Office</b>
Michael I. Roth <sup>1</sup>	74	Chairman of the Board and Chief Executive Officer
Andrew Bonzani	56	Executive Vice President, General Counsel and Secretary
Christopher F. Carroll	53	Senior Vice President, Controller and Chief Accounting Officer
Julie M. Connors	48	Senior Vice President, Audit and Chief Risk Officer
Ellen Johnson	54	Executive Vice President and Chief Financial Officer
Philippe Krakowsky	57	Executive Vice President and Chief Operating Officer

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<sup>1</sup> Also a Director

There is no family relationship among any of the executive officers.

*Mr. Roth* became our Chairman of the Board and Chief Executive Officer in January 2005. Prior to that time, Mr. Roth served as our Chairman of the Board from July 2004 to January 2005. Mr. Roth served as Chairman and Chief Executive Officer of The MONY Group Inc. from February 1994 to June 2004. Mr. Roth has been a member of the Board of Directors of IPG since February 2002. He is also non-executive chairman of the board of Pitney Bowes Inc. and a director of Ryman Hospitality Properties.

*Mr. Bonzani* was hired as Senior Vice President, General Counsel and Secretary in April 2012 and as of February 2019 was promoted to Executive Vice President, General Counsel and Secretary. Prior to joining IPG, Mr. Bonzani worked at IBM for 18 years, holding a number of positions in the legal department, most recently as Vice President, Assistant General Counsel and Secretary from July 2008 to March 2012.

*Mr. Carroll* was named Senior Vice President, Controller and Chief Accounting Officer in April 2006. In 2017, Mr. Carroll assumed additional responsibilities as Chief Financial Officer for the Constituency Management Group (CMG). Mr. Carroll served as Senior Vice President and Controller of McCann Worldgroup from November 2005 to March 2006. Prior to joining us, Mr. Carroll served in various Chief Accounting Officer and Controller roles. Prior to that time, he served as a Financial Vice President at Lucent Technologies, Inc. and began his professional career at PricewaterhouseCoopers from October 1991 to September 2000.

*Ms. Connors* was hired in February 2010 as Senior Vice President, Audit and Chief Risk Officer. Prior to joining us, she served as a partner at Deloitte & Touche, LLP from September 2003 to January 2010.

*Ms. Johnson* was hired as Assistant Treasurer, International in February 2000. In May 2004, Ms. Johnson was appointed Executive Vice President, Chief Financial Officer of The Partnership, a division of Interpublic which included Lowe Worldwide and Draft. She was elected Senior Vice President and Treasurer in October 2004, in February 2013 was elected to Senior Vice President of Finance and Treasurer and as of January 1, 2020 was promoted to Executive Vice President and Chief Financial Officer.

*Mr. Krakowsky* was hired in January 2002 as Senior Vice President, Director of Corporate Communications. He was elected to Executive Vice President, Strategy and Corporate Relations in December 2005, Executive Vice President, Chief Strategy and Talent Officer in February 2011 and in September 2019 was promoted to Executive Vice President, Chief Operating Officer. Prior to joining us, he served as Senior Vice President, Communications Director for Young & Rubicam from August 1996 to December 2000.

**Item 1A. Risk Factors**

We are subject to a variety of possible risks that could adversely impact our revenues, results of operations or financial condition. Some of these risks relate to general economic and financial conditions, while others are more specific to us and the industry in which we operate. The following factors set out potential risks we have identified that could adversely affect us. The risks described below may not be the only risks we face. Additional risks that we do not yet know of, or that we currently think are immaterial, could also have a negative impact on our business operations or financial condition. See also *Statement Regarding Forward-Looking Disclosure*.

- ***We operate in a highly competitive industry.***

The advertising and marketing communications business is highly competitive and constantly changing. Our agencies and media services compete with other agencies and other providers of creative, marketing or media services to maintain existing client relationships and to win new business. Our competitors include not only other large multinational advertising and marketing communications companies, but also smaller entities that operate in local or regional markets as well as new forms of market participants.

Competitive challenges also arise from rapidly-evolving and new technologies in the marketing and advertising space, creating opportunities for new and existing competitors and a need for continued significant investment in tools, technologies and process improvements. As data-driven marketing solutions become increasingly core to the success of our brands, any failure to keep up with rapidly changing technologies and standards in this space could harm our competitive position.

The client's perception of the quality of our agencies' creative work, its confidence in our ability to protect the confidentiality of their and their customers' data and its relationships with key personnel at the Company or our agencies are important factors that affect our competitive position. An agency's ability to serve clients, particularly large international clients, on a broad geographic basis and across a range of services and technologies may also be an important competitive consideration. On the other hand, because an agency's principal asset is its people and freedom of entry into the industry is almost unlimited, our relationships with clients can be affected by the departure of key personnel and a small agency is, on occasion, able to take all or some portion of a client's account from a much larger competitor.

- ***Clients may terminate or reduce their relationships with us on short notice.***

Many companies put their advertising and marketing communications business up for competitive review from time to time, and we have won and lost client accounts in the past as a result of such periodic competitions. Our clients may choose to terminate their contracts, or reduce their relationships with us, on a relatively short time frame and for any reason. A relatively small number of clients contribute a significant portion of our revenue. In the aggregate, our top ten clients based on revenue accounted for approximately 17% of revenue in 2019. A substantial decline in a large client's advertising and marketing spending, or the loss of a significant part of its business, could have a material adverse effect upon our business and results of operations.

Our ability to attract new clients and to retain existing clients may also, in some cases, be limited by clients' policies or perceptions about conflicts of interest, or our own exclusivity arrangements with certain clients. These policies can, in some cases, prevent one agency, or even different agencies under our ownership, from performing similar services for competing products or companies.

- ***Our results of operations are highly susceptible to unfavorable economic conditions.***

We are exposed to risks associated with weak or uncertain regional or global economic conditions and disruption in the financial markets. The global economy continues to be challenging in some markets. Uncertainty about the continued strength of the global economy generally, or economic conditions in certain regions or market sectors, and a degree of caution on the part of some marketers, can have an effect on the demand for advertising and marketing communication services. In addition, market conditions can be adversely affected by natural and human disruptions, such as natural disasters, severe weather events, military conflict or public health crises. Our industry can be affected more severely than other sectors by an economic downturn and can recover more slowly than the economy in general. In the past, some clients have responded to weak economic and financial conditions by reducing their marketing budgets, which include discretionary components that are easier to reduce in the short term than other operating expenses. This pattern may recur in the future. Furthermore, unexpected revenue shortfalls can result in misalignments of costs and revenues, resulting in a negative impact to our operating margins. If our business is significantly adversely affected by unfavorable economic conditions or other market disruptions that adversely affect client spending, the negative impact on our revenue could pose a challenge to our operating income and cash generation from operations.

- ***We may lose or fail to attract and retain key employees and management personnel.***

Our employees, including creative, digital, research, media and account specialists, and their skills and relationships with clients, are among our most valuable assets. An important aspect of our competitiveness is our ability to identify and develop the appropriate talent and to attract and retain key employees and management personnel. Our ability to do so is influenced by a variety of factors, including the compensation we award and factors which may be beyond our control. Changes to U.S. or other immigration policies or travel restrictions imposed as a result of public health, political or security concerns, that restrain the flow of professional talent may inhibit our ability to staff our offices or projects. In addition, the advertising and marketing services industry is characterized by a high degree of employee mobility and significant use of third-party or temporary workers to staff new, growing or temporary assignments. If we were to fail to attract key personnel or lose them to competitors or clients, or fail to manage our workforce effectively, our business and results of operations could be adversely affected.

- ***If our clients experience financial distress, or seek to change or delay payment terms, it could negatively affect our own financial position and results.***

We have a large and diverse client base, and at any given time, one or more of our clients may experience financial difficulty, file for bankruptcy protection or go out of business. Unfavorable economic and financial conditions could result in an increase in client financial difficulties that affect us. The direct impact on us could include reduced revenues and write-offs of accounts receivable and expenditures billable to clients, and if these effects were severe, the indirect impact could include impairments of intangible assets, credit facility covenant violations and reduced liquidity.

Furthermore, in most of our businesses, our agencies enter into commitments to pay production and media costs on behalf of clients. The amounts involved substantially exceed our revenues and primarily affect the level of accounts receivable, expenditures billable to clients, accounts payable and accrued liabilities. To the extent possible, we pay production and media charges only after we have received funds from our clients. However, if clients are unable to pay for commitments that we have entered into on their behalf, or if clients seek to significantly delay or otherwise alter payment terms, there could be an adverse effect on our working capital, which would negatively impact our operating cash flow.

- ***International business risks could adversely affect our operations.***

We are a global business, with agencies located in over 100 countries, including every significant world market. Operations outside the United States represent a significant portion of our net revenues, approximately 38% in 2019. These operations are exposed to risks that include local legislation, currency variation, exchange control restrictions, local labor and employment laws that hinder workforce flexibility, large-scale local or regional public health crises, and other difficult social, political or economic conditions. We also must comply with applicable U.S., local and other international anti-corruption laws, including the FCPA and the U.K. Anti-Bribery Act (2010), which can be comprehensive, complex and stringent, in all jurisdictions where we operate, certain of which present heightened compliance challenges. Export controls and economic sanctions, such as those maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, can impose limitations on our ability to operate in certain geographic regions or to seek or service certain potential clients. These restrictions can place us at a competitive disadvantage with respect to those competitors who may not be subject to comparable restrictions. Failure to comply or to implement business practices that sufficiently prevent corruption or violation of sanctions laws could result in significant remediation expense and expose us to significant civil and criminal penalties and reputational harm.

Given our substantial operations in the United Kingdom and Continental Europe, we face continued uncertainty surrounding the implementation and consequences of the U.K.'s June 2016 referendum in which voters approved the United Kingdom's exit from the European Union, commonly referred to as "Brexit." Under the withdrawal agreement negotiated between the U.K. and the E.U., the U.K. as of January 31, 2020, is no longer a member of the European Union, and a transitional period will occur through December 31, 2020, during which the parties intend to negotiate the terms of their future economic and trade relationship. During and following this transitional period, it is possible that Brexit and changes resulting from Brexit will cause increased regulatory and legal complexities, large exchange rate fluctuations and negative economic impacts. These impacts and any increased restrictions on the free movement of labor, capital, goods and services between the United Kingdom and the remaining members of the European Union, could create uncertainty surrounding our business, including our relationships with existing and future clients, suppliers and employees, and have an adverse effect on our business, financial results and operations.

In developing countries or regions, we may face further risks, such as slower receipt of payments, nationalization, social and economic instability, currency repatriation restrictions and undeveloped or inconsistently enforced commercial laws. These risks may limit our ability to grow our business and effectively manage our operations in those countries.

In addition, because a significant portion of our business is denominated in currencies other than the U.S. Dollar, such as the Australian Dollar, Brazilian Real, British Pound Sterling, Canadian Dollar, Chinese Yuan Renminbi, Euro and Indian Rupee, fluctuations in exchange rates between the U.S. Dollar and such currencies, including the persistent strength of the U.S. Dollar in recent periods, may adversely affect our financial results.

- ***We are subject to industry regulations and other legal or reputational risks that could restrict our activities or negatively impact our performance or financial condition.***

Our industry is subject to government regulation and other governmental action, both domestic and foreign. Advertisers and consumer groups may challenge advertising through legislation, regulation, judicial actions or otherwise, for example on the grounds that the advertising is false and deceptive or injurious to public welfare. Our business is also subject to specific rules, prohibitions, media restrictions, labeling disclosures and warning requirements applicable to advertising for certain products. Existing and proposed laws and regulations, in particular in the European Union and the United States, concerning user privacy, use of personal information and on-line tracking technologies could affect the efficacy and profitability of internet-based, digital and targeted marketing. We are also subject to laws and regulations that govern whether and how we can transfer, process or receive certain data that we use in our operations. The costs of compliance with these laws may increase in the future as a result of the implementation of new laws or regulations, such as the GDPR and the CCPA, or changes in interpretations of current ones, such as the interpretation of existing consumer protection laws as imposing restrictions on the online collection, storage and use of personal data. The imposition of restrictions on certain technologies by private market participants in response to privacy concerns could also have a negative impact on our digital business. If we are unable to transfer data between countries and regions in which we operate, or if we are prohibited from sharing data among our products and services, it could affect the manner in which we provide our services or adversely affect our financial results. Any failure on our part to comply with these legal requirements, or their application in an unanticipated manner, could harm our business and result in penalties or significant legal liability. Legislators, agencies and other governmental units may also continue to initiate proposals to ban the advertising of specific products, such as alcohol, tobacco or marijuana products, and to impose taxes on or deny deductions for advertising, which, if successful, may hinder our ability to accomplish our clients' goals and have an adverse effect on advertising expenditures and, consequently, on our revenues. Governmental action, including judicial rulings, on the relative responsibilities of clients and their marketing agencies for the content of their marketing can also impact our operations. Furthermore, we could suffer reputational risk as a result of governmental or legal action or from undertaking work that may be challenged by consumer groups or considered controversial.

- ***We face risks associated with our acquisitions and other investments.***

We regularly undertake acquisitions and other investments that we believe will enhance our service offerings to our clients, such as our acquisition of Acxiom in 2018. These transactions can involve significant challenges and risks, including that the transaction does not advance our business strategy or fails to produce a satisfactory return on our investment. While our evaluation of any potential acquisition includes business, legal and financial due diligence with the goal of identifying and evaluating the material risks involved, we may be unsuccessful in ascertaining or evaluating all such risks. Though we typically structure our acquisitions to provide for future contingent purchase payments that are based on the future performance of the acquired entity, our forecasts of the investment's future performance also factor into the initial consideration. When actual financial results differ, our returns on the investment could be adversely affected.

We may also experience difficulty integrating new employees, businesses, assets or systems into our organization, including with respect to our internal policies and required controls. We may face reputational and legal risks in situations where we have a significant minority investment but limited control over the investment's operations. Furthermore, it may take longer than anticipated to realize the expected benefits from these transactions, or those benefits may ultimately be smaller than anticipated or may not be realized at all. Talent is among our most valuable assets, and we also may not realize the intended benefits of a transaction if we fail to retain targeted personnel. Acquisition and integration activity may also divert management's attention and other corporate resources from other business needs. If we fail to realize the intended advantages of any given investment or acquisition, or if we do not identify or correctly measure the associated risks and liabilities, our results of operations and financial position could be adversely affected.

- ***We rely extensively on information technology systems and could face cybersecurity risks.***

We rely extensively and increasingly on information technologies and infrastructure to manage our business, including digital storage of marketing strategies and client information, develop new business opportunities and digital products, and process business transactions. The incidence of malicious technology-related events, such as cyberattacks, computer hacking, computer viruses, worms or other destructive or disruptive software, phishing attacks and other attempts to gain access to confidential or personal data, denial of service attacks or other malicious activities is on the rise worldwide and highlights the need for continual and effective cybersecurity awareness and education. Our business, which increasingly involves the collection, use and transmission of customer data, may make us and our agencies attractive targets for malicious third-party attempts to access this data. Power outages, equipment failure, natural disasters (including extreme weather), terrorist activities or human error may also affect our systems and result in disruption of our services or loss or improper disclosure of personal data, business information, including intellectual property, or other confidential information. We operate in many respects on a decentralized basis, with a large number of agencies and legal entities, and the resulting size, diversity and disparity of our technology systems and complications in implementing standardized technologies and procedures could increase our potential vulnerability to such breakdowns, malicious intrusions or attacks.

Likewise, data privacy breaches, as well as improper use of social media, by employees and others may pose a risk that sensitive data, such as personally identifiable information, strategic plans and trade secrets, could be exposed to third parties or to the general public. We operate worldwide, and the legal rules governing data transfers are often complex, conflicting, unclear or ever-changing. We also utilize third parties, including third-party “cloud” computing services, to store, transfer or process data, and system failures or network disruptions or breaches in the systems of such third parties could adversely affect our reputation or business.

Any such breaches or breakdowns could expose us to legal liability, be expensive to remedy, result in a loss of our or our clients’ or vendors’ proprietary information and damage our reputation. Efforts to develop, implement and maintain security measures are costly, may not be successful in preventing these events from occurring and require ongoing monitoring and updating as technologies and cyberattack techniques change frequently, or are not recognized until successful and efforts to overcome security measures become more sophisticated.

- ***Our earnings would be adversely affected if we were required to recognize asset impairment charges or increase our deferred tax valuation allowances.***

We evaluate all of our long-lived assets (including goodwill, other intangible assets and fixed assets), investments and deferred tax assets for possible impairment or realizability annually or whenever there is an indication that they are impaired or not realizable. If certain criteria are met, we are required to record an impairment charge or valuation allowance.

As of December 31, 2019, we have substantial amounts of long-lived assets, deferred tax assets and investments on our Consolidated Balance Sheet, including approximately \$4.9 billion of goodwill. Future events, including our financial performance, market valuation of us or market multiples of comparable companies, loss of a significant client’s business or strategic decisions, could cause us to conclude that impairment indicators exist and that the asset values associated with long-lived assets, deferred tax assets and investments may have become impaired. Any significant impairment loss would have an adverse impact on our reported earnings in the period in which the charge is recognized. For further discussion of goodwill and other intangible assets, as well as our sensitivity analysis of our valuation of these assets, see *Critical Accounting Estimates* in Part II, Item 7, *Management’s Discussion and Analysis of Financial Condition and Results of Operations*.

- ***We may not be able to meet our performance targets and milestones.***

From time to time, we communicate to the public certain targets and milestones for our financial and operating performance that are intended to provide metrics against which to evaluate our performance. They should not be understood as predictions or guidance about our expected performance. Our ability to meet any target or milestone is subject to inherent risks and uncertainties, and we caution investors against placing undue reliance on them. See *Statement Regarding Forward-Looking Disclosure*.

- ***Our financial condition could be adversely affected if our available liquidity is insufficient.***

Agency operating cash flows have a significant impact on our liquidity, and we maintain a commercial paper program, a committed corporate credit facility and uncommitted lines of credit to increase flexibility in support of our operating needs. If any of these sources were unavailable or insufficient, our liquidity and ability to adequately fund our operations could be adversely affected. Furthermore, if our business or financial needs lead us to seek new or additional sources of liquidity, including in the capital markets, there can be no guarantee that we would be able to access any new sources of liquidity on commercially reasonable terms or at all.

Under our commercial paper program, we are authorized to issue short-term debt up to an aggregate amount outstanding at any time of \$1.5 billion, which we use for working capital and general corporate purposes. Borrowings under the commercial

paper program are supported by our \$1.5 billion committed corporate credit facility (the “Credit Agreement”). If credit under the Credit Agreement or our ability to access the commercial paper market were unavailable or insufficient, our liquidity could be adversely affected.

The Credit Agreement contains a leverage ratio and other, non-financial, covenants, and events like a material economic downturn could adversely affect our ability to comply with them. For example, compliance with the financial covenant would be more difficult to achieve if we were to experience increased indebtedness or substantially lower revenues, including as a result of economic downturns, client losses or a substantial increase in client defaults. If we were unable to comply with any of the covenants contained in the Credit Agreement, we could be required to seek an amendment or waiver from our lenders, and our costs under these agreements could increase. If we were unable to obtain a necessary amendment or waiver, the Credit Agreement could be terminated, any outstanding amounts could be subject to acceleration, and we could lose access to certain uncommitted financing arrangements and commercial paper.

For further discussion of our liquidity profile and outlook, see *Liquidity and Capital Resources* in Part II, Item 7, *Management’s Discussion and Analysis of Financial Condition and Results of Operations*.

- ***In connection with the Acxiom acquisition, we incurred a substantial amount of additional debt.***

On October 1, 2018, we completed the acquisition of Acxiom for approximately \$2.3 billion, including customary closing adjustments. The indebtedness we incurred to fund the Acxiom acquisition significantly increased our outstanding debt levels and will require us to dedicate a substantial portion of our cash flow to servicing this debt. As of December 31, 2019, \$1.0 billion of this indebtedness matures within two years. If we are unable to generate sufficient funds to meet our obligations under our credit facilities or the debt securities we issued in connection with the acquisition, we may be required to refinance, restructure or otherwise amend some or all of our obligations, sell assets or raise additional cash through the sale of our common stock or convertible securities, and there could be a negative impact on our credit ratings. We cannot assure you that we would be able to obtain refinancing on terms as favorable as our current financing or that any restructuring, sales of assets or issuances of equity can be accomplished or, if accomplished, would raise sufficient funds to meet our obligations. If we were to raise additional funds through the issuance of equity or convertible securities, that issuance could also result in substantial dilution to existing stockholders.

- ***Downgrades of our credit ratings could adversely affect us.***

Because ratings are an important factor influencing our ability to access capital and the terms of any new indebtedness, including covenants and interest rates, we could be adversely affected if our credit ratings were downgraded or if they were significantly weaker than those of our competitors. Our access to the commercial paper market is contingent on our maintenance of sufficient short-term debt ratings, and any downgrades to those ratings could increase our borrowing costs and reduce the market capacity for, or our ability to issue, commercial paper. Our clients and vendors may also consider our credit profile when negotiating contract terms, and if they were to change the terms on which they deal with us, it could have an adverse effect on our liquidity.

- ***The costs of compliance with sustainability or other social responsibility laws, regulations or policies, including client-driven policies and standards, could adversely affect our business.***

As a non-location-specific, non-manufacturing service business we have to date been sheltered from or able to mitigate many direct impacts from climate change and related laws and regulations. We are, however, increasingly impacted by the effects of climate change and laws and regulations related to other sustainability concerns, and, we could incur related costs indirectly through our clients. Increasingly our clients request that we comply with their own social responsibility, sustainability or other business policies or standards, which may be more restrictive than current laws and regulations, before they commence, or continue, doing business with us, and sustainability and governance issues are increasingly a focus of the investor community. Our compliance with these policies and related certification requirements could be costly, and our failure to comply could adversely affect our business relationships or reputation. If large shareholders were to reduce their ownership stakes in our Company as a result of dissatisfaction with our policies or efforts in this area, there could be negative impact on our stock price, and we could also suffer reputational harm. Further, if clients’ costs are adversely affected by climate change or related laws and regulations, this could negatively impact their spending on our advertising and marketing services. We could also face increased prices from our own suppliers that face climate change-related costs and seek to pass on their increased costs to their customers.



**Item 1B.      *Unresolved Staff Comments***

None.

**Item 2.        *Properties***

Substantially all of our office space is leased from third parties. Certain leases are subject to rent reviews or contain escalation clauses, and certain of our leases require the payment of various operating expenses, which may also be subject to escalation. Physical properties include leasehold improvements, furniture, fixtures and equipment located in our offices. We believe that facilities leased or owned by us are adequate for the purposes for which they are currently used and are well maintained. See Note 3 in Item 8, *Financial Statements and Supplementary Data* for further information on our lease commitments.

**Item 3.        *Legal Proceedings***

We are involved in various legal proceedings, and subject to investigations, inspections, audits, inquiries and similar actions by governmental authorities, arising in the normal course of our business. The types of allegations that arise in connection with such legal proceedings vary in nature, but can include claims related to contract, employment, tax and intellectual property matters. While any outcome related to litigation or such governmental proceedings in which we are involved cannot be predicted with certainty, we believe that the outcome of these matters, individually and in the aggregate, will not have a material adverse effect on our financial condition, results of operations or cash flows. See Note 16 in Item 8, *Financial Statements and Supplementary Data* for further information relating to our legal matters.

**Item 4.        *Mine Safety Disclosures***

Not applicable.

## PART II

### Item 5. *Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities*

#### Market Information

Our common stock is listed and traded on the New York Stock Exchange under the symbol "IPG". As of February 13, 2020, there were approximately 9,000 registered holders of our outstanding common stock.

On February 12, 2020, we announced that our Board of Directors (the "Board") had declared a common stock cash dividend of \$0.255 per share, payable on March 16, 2020 to holders of record as of the close of business on March 2, 2020. Although it is the Board's current intention to declare and pay future dividends, there can be no assurance that such additional dividends will in fact be declared and paid. Any and the amount of any such declaration is at the discretion of the Board and will depend upon factors such as our earnings, financial position and cash requirements.

#### Equity Compensation Plans

See Item 12 for information about our equity compensation plans.

#### Transfer Agent and Registrar for Common Stock

The transfer agent and registrar for our common stock is:

Computershare Shareowner Services LLC  
480 Washington Boulevard  
29<sup>th</sup> Floor  
Jersey City, New Jersey 07310  
Telephone: (877) 363-6398

#### Sales of Unregistered Securities

Not applicable.

#### Repurchases of Equity Securities

The following table provides information regarding our purchases of our equity securities during the period from October 1, 2019 to December 31, 2019.

	Total Number of Shares (or Units) Purchased	Average Price Paid per Share (or Unit)	Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares (or Units) that May Yet Be Purchased Under the Plans or Programs <sup>1</sup>
October 1 - 31	—	\$ —	—	\$ 338,421,933
November 1 - 30	—	\$ —	—	\$ 338,421,933
December 1 - 31	—	\$ —	—	\$ 338,421,933
Total	—	\$ —	—	

<sup>1</sup> In February 2017, the Board authorized a share repurchase program to repurchase from time to time up to \$300.0 million, excluding fees, of our common stock (the "2017 Share Repurchase Program"). In February 2018, the Board authorized a share repurchase program to repurchase from time to time up to \$300.0 million, excluding fees, of our common stock, which was in addition to any amounts remaining under the 2017 Share Repurchase Program. On July 2, 2018, in connection with the announcement of the Acxiom acquisition, we announced that share repurchases will be suspended for a period of time in order to reduce the increased debt levels incurred in conjunction with the acquisition, and no shares were repurchased pursuant to the share repurchase programs in the periods reflected. There are no expiration dates associated with the share repurchase programs.

**Item 6. Selected Financial Data**

**THE INTERPUBLIC GROUP OF COMPANIES, INC. AND SUBSIDIARIES**  
**Selected Financial Data**  
**(Amounts in Millions, Except Per Share Amounts and Ratios)**

	Years ended December 31,				
	2019	2018 <sup>1</sup>	2017	2016	2015
<b>Statement of Operations Data</b>					
<b>Revenue:</b>					
Net revenue	\$ 8,625.1	\$ 8,031.6	\$ 7,473.5	\$ 7,452.3	N/A
Billable expenses	1,596.2	1,682.8	1,574.1	1,603.9	N/A
Total Revenue	10,221.3	9,714.4	9,047.6	9,056.2	\$ 7,613.8
<b>Operating Expenses:</b>					
Salaries and related expenses	5,568.8	5,298.3	4,990.7	4,942.2	4,765.8
Office and other direct expenses <sup>2</sup>	1,564.1	1,355.1	1,269.2	1,274.6	1,683.3
Billable expenses	1,596.2	1,682.8	1,574.1	1,603.9	N/A
Cost of services <sup>2</sup>	8,729.1	8,336.2	7,834.0	7,820.7	6,449.1
Selling, general and administrative expenses <sup>3</sup>	93.8	166.5	118.5	138.6	133.8
Depreciation and amortization <sup>4</sup>	278.5	202.9	157.1	160.2	156.9
Restructuring charges <sup>5</sup>	33.9	0.0	(0.4)	0.3	(0.8)
Total operating expenses	9,135.3	8,705.6	8,109.2	8,119.8	6,739.0
Operating income	1,086.0	1,008.8	938.4	936.4	874.8
Provision for income taxes <sup>6</sup>	204.8	199.2	271.3	196.9	282.8
Net income <sup>7</sup>	673.9	637.7	570.4	629.0	480.5
Net income available to IPG common stockholders <sup>7</sup>	656.0	618.9	554.4	605.0	454.6
Earnings per share available to IPG common stockholders:					
Basic <sup>8</sup>	\$ 1.70	\$ 1.61	\$ 1.42	\$ 1.52	\$ 1.11
Diluted <sup>8</sup>	\$ 1.68	\$ 1.59	\$ 1.40	\$ 1.48	\$ 1.09
Weighted-average number of common shares outstanding:					
Basic	386.1	383.3	389.6	397.9	408.1
Diluted	391.2	389.0	397.3	408.0	415.7
Dividends declared per common share	\$ 0.94	\$ 0.84	\$ 0.72	\$ 0.60	\$ 0.48
<b>Other Financial Data</b>					
Net cash provided by operating activities	\$ 1,529.2	\$ 565.1	\$ 881.8	\$ 512.8	\$ 688.5
<b>As of December 31,</b>					
<b>Balance Sheet Data</b>					
Cash and cash equivalents and marketable securities	\$ 1,192.2	\$ 673.5	\$ 791.0	\$ 1,100.6	\$ 1,509.7
Total assets	17,751.9	15,620.3	12,704.7	12,511.8	12,585.1
Total debt	3,326.3	3,734.0	1,372.5	1,690.3	1,745.1
Total liabilities	14,761.6	13,019.6	10,206.3	10,168.6	10,331.4
Total stockholders' equity	2,825.6	2,432.8	2,246.3	2,090.4	2,001.8

<sup>1</sup> On October 1, 2018, the Company completed its acquisition of Axiom. See Note 6 in Item 8, *Financial Statements and Supplementary Data*, for further detail on the acquisition.

<sup>2</sup> Results for the years ended December 31, 2017, 2016 and 2015 have been recast to conform to the current-period presentation.

<sup>3</sup> The year ended December 31, 2018 included transaction costs directly related to the acquisition of Axiom of \$35.0.

<sup>4</sup> The years ended December 31, 2019, 2018, 2017, 2016 and 2015 included amortization of acquired intangibles of \$86.0, \$37.6, \$21.1, \$21.9 and \$26.1, respectively.

<sup>5</sup> In the first quarter of 2019, the Company implemented a cost initiative to better align our cost structure with our revenue primarily related to specific client losses occurring in 2018. See Note 11 in Item 8, *Financial Statements and Supplementary Data*, for further detail regarding the restructuring charges.

## [Table of Contents](#)

- 6 The year ended December 31, 2019 included a benefit of \$16.9 related to amortization of acquired intangibles, a benefit of \$7.6 related to Q1 2019 restructuring charges, a benefit of \$0.4 related to net losses on the sale of businesses, and a benefit of \$39.2 related to the net impact of various discrete tax items. The year ended December 31, 2018 included a benefit of \$12.1 from transaction costs directly related to the acquisition of Acxiom, a benefit of \$23.4 related to the net impact of various discrete tax items, and a benefit of \$4.8 related to amortization of acquired intangibles. The year ended December 31, 2017 primarily included a benefit of \$36.0 related to the net effect of the Tax Cuts and Jobs Act. The year ended December 31, 2016 primarily included a net reversal of valuation allowances of \$12.2, a benefit of \$23.4 related to the conclusion and settlement of a tax examination of previous years and a benefit of \$44.6 related to refunds to be claimed on future amended U.S. federal returns.
- 7 The years ended December 31, 2019, 2018, 2017, 2016 and 2015 included after-tax losses of \$45.9, \$59.7, \$16.7, \$39.0 and \$47.1, respectively, on sales of businesses. The year ended December 31, 2018 included after-tax transaction costs directly related to the acquisition of Acxiom of \$36.5.
- 8 Refer to "Earnings Per Share" in Part II, Item 7, *Management's Discussion and Analysis of Financial Condition and Results of Operations*, for further detail on the basic and diluted earnings per share impacts for the years ended December 31, 2019, 2018, and 2017. Basic and diluted earnings per share for the year ended December 31, 2016 included a positive impact of \$0.20 per share from various discrete tax items, partially offset by a negative impact of \$0.10 from losses on sales of businesses and the classification of certain assets as held for sale and \$0.05 from the amortization of acquired intangibles. Basic and diluted earnings per share for the year ended December 31, 2015 included a negative impact of \$0.12 per share from losses on sales of businesses.

**Management's Discussion and Analysis of Financial Condition and Results of Operations**  
(Amounts in Millions, Except Per Share Amounts)

**Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations**

The following Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") is intended to help you understand The Interpublic Group of Companies, Inc. and its subsidiaries (the "Company," "IPG," "we," "us" or "our"). MD&A should be read in conjunction with our Consolidated Financial Statements and the accompanying notes included in this report. Our MD&A includes the following sections:

EXECUTIVE SUMMARY provides a discussion about our strategic outlook, factors influencing our business and an overview of our results of operations and liquidity.

RESULTS OF OPERATIONS provides an analysis of the consolidated and segment results of operations for 2019 compared to 2018 and 2018 compared to 2017.

LIQUIDITY AND CAPITAL RESOURCES provides an overview of our cash flows, funding requirements, contractual obligations, financing and sources of funds, and debt credit ratings.

CRITICAL ACCOUNTING ESTIMATES provides a discussion of our accounting policies that require critical judgment, assumptions and estimates.

RECENT ACCOUNTING STANDARDS, by reference to Note 17 to the Consolidated Financial Statements, provides a discussion of certain accounting standards that have been adopted during 2019 or that have not yet been required to be implemented and may be applicable to our future operations.

NON-GAAP FINANCIAL MEASURE provides a reconciliation of non-GAAP financial measure with the most directly comparable generally accepted accounting principles in the United States ("U.S. GAAP") financial measures and sets forth the reasons we believe that presentation of the non-GAAP financial measure contained therein provides useful information to investors regarding our results of operations and financial condition.

**EXECUTIVE SUMMARY**

We are one of the world's premier global advertising and marketing services companies. Our companies specialize in consumer advertising, digital marketing, media planning and buying, public relations, specialized communications disciplines and data management. Our agencies create customized marketing programs for clients that range in scale from large global marketers to regional and local clients. Comprehensive global services are critical to effectively serve our multinational and local clients in markets throughout the world as they seek to build brands, increase sales of their products and services, and gain market share.

We operate in a media landscape that continues to evolve at a rapid pace. Media channels continue to fragment, and clients face an increasingly complex consumer environment. To stay ahead of these challenges and to achieve our objectives, we have made and continue to make investments in creative, strategic and technology talent in areas including fast-growth digital marketing channels, high-growth geographic regions and strategic world markets. We consistently review opportunities within our Company to enhance our operations through acquisitions and strategic alliances and internal programs that encourage intra-company collaboration. As appropriate, we also develop relationships with technology and emerging media companies that are building leading-edge marketing tools that complement our agencies' skill sets and capabilities.

Our financial goals include competitive organic net revenue growth and expansion of EBITA margin, as defined and discussed within the *Non-GAAP Financial Measure* section of this MD&A, which we expect will further strengthen our balance sheet and total liquidity and increase value to our shareholders. Accordingly, we remain focused on meeting the evolving needs of our clients while concurrently managing our cost structure. We continually seek greater efficiency in the delivery of our services, focusing on more effective resource utilization, including the productivity of our employees, real estate, information technology and shared services, such as finance, human resources and legal. The improvements we have made and continue to make in our financial reporting and business information systems in recent years allow us more timely and actionable insights from our global operations. Our disciplined approach to our balance sheet and liquidity provides us with a solid financial foundation and financial flexibility to manage and grow our business. We believe that our strategy and execution position us to meet our financial goals and to deliver long-term shareholder value.

When we analyze period-to-period changes in our operating performance, we determine the portion of the change that is attributable to changes in foreign currency rates and the net effect of acquisitions and divestitures, and the remainder we call organic change, which indicates how our underlying business performed. We exclude the impact of billable expenses in analyzing our operating performance as the fluctuations from period to period are not indicative of the performance of our underlying businesses and have no impact on our operating income or net income.

The change in our operating performance attributable to changes in foreign currency rates is determined by converting the prior-period reported results using the current-period exchange rates and comparing these prior-period adjusted amounts to the prior-period reported results. Although the U.S. Dollar is our reporting currency, a substantial portion of our revenues and expenses

**Management's Discussion and Analysis of Financial Condition and Results of Operations - (continued)**  
(Amounts in Millions, Except Per Share Amounts)

are generated in foreign currencies. Therefore, our reported results are affected by fluctuations in the currencies in which we conduct our international businesses. Our exposure is mitigated as the majority of our revenues and expenses in any given market are generally denominated in the same currency. Both positive and negative currency fluctuations against the U.S. Dollar affect our consolidated results of operations, and the magnitude of the foreign currency impact to our operations related to each geographic region depends on the significance and operating performance of the region. The foreign currencies that most adversely impacted our results during the year ended December 31, 2019 were the British Pound Sterling and Euro.

For purposes of analyzing changes in our operating performance attributable to the net effect of acquisitions and divestitures, transactions are treated as if they occurred on the first day of the quarter during which the transaction occurred. During the past few years, we have acquired companies that we believe will enhance our offerings and disposed of businesses that are not consistent with our strategic plan.

The metrics that we use to evaluate our financial performance include organic change in net revenue as well as the change in certain operating expenses, and the components thereof, expressed as a percentage of consolidated net revenue, as well as EBITA. These metrics are also used by management to assess the financial performance of our reportable segments, Integrated Agency Networks ("IAN") and Constituency Management Group ("CMG"). In certain of our discussions, we analyze net revenue by geographic region and by business sector, in which we focus on our top 100 clients, which typically constitute approximately 55% to 60% of our annual consolidated net revenues.

The following table presents a summary of our financial performance for the years ended December 31, 2019, 2018 and 2017.

<u>Statement of Operations Data</u>	Years ended December 31,			Change	
	2019	2018	2017	2019 vs 2018 % Increase/ (Decrease)	2018 vs 2017 % Increase/ (Decrease)
<b>REVENUE:</b>					
Net revenue	\$ 8,625.1	\$ 8,031.6	\$ 7,473.5	7.4 %	7.5%
Billable expenses	1,596.2	1,682.8	1,574.1	(5.1)%	6.9%
Total revenue	\$ 10,221.3	\$ 9,714.4	\$ 9,047.6	5.2 %	7.4%
<b>OPERATING INCOME</b> <sup>1, 2</sup>	\$ 1,086.0	\$ 1,008.8	\$ 938.4	7.7 %	7.5%
<b>EBITA</b> <sup>1, 2, 3</sup>	\$ 1,172.0	\$ 1,046.4	\$ 959.5	12.0 %	9.1%
<b>NET INCOME AVAILABLE TO IPG COMMON STOCKHOLDERS</b>	\$ 656.0	\$ 618.9	\$ 554.4		
<b>Earnings per share available to IPG common stockholders:</b>					
Basic <sup>1, 2</sup>	\$ 1.70	\$ 1.61	\$ 1.42		
Diluted <sup>1, 2</sup>	\$ 1.68	\$ 1.59	\$ 1.40		
<b>Operating Ratios</b>					
<b>Organic change in net revenue</b>	3.3%	5.5%	1.5 %		
<b>Operating margin on net revenue</b> <sup>1, 2</sup>	12.6%	12.6%	12.6 %		
<b>Operating margin on total revenue</b> <sup>1, 2</sup>	10.6%	10.4%	10.4 %		
<b>EBITA margin on net revenue</b> <sup>1, 2, 3</sup>	13.6%	13.0%	12.8 %		
<b>Expenses as a % of net revenue:</b>					
Salaries and related expenses	64.6%	66.0%	66.8 %		
Office and other direct expenses	18.1%	16.9%	17.0 %		
Selling, general and administrative expenses <sup>1</sup>	1.1%	2.1%	1.6 %		
Depreciation and amortization	3.2%	2.5%	2.1 %		
Restructuring charges <sup>2</sup>	0.4%	0.0%	0.0 %		

**Management's Discussion and Analysis of Financial Condition and Results of Operations - (continued)**  
(Amounts in Millions, Except Per Share Amounts)

- 1 In 2018, results include transaction costs of \$35.0 related to the Acxiom acquisition.
- 2 In 2019, results include restructuring charges of \$33.9. See "Restructuring Charges" in MD&A and Note 11 of Item 8, *Financial Statements and Supplementary Data* for further information.
- 3 EBITA is a financial measure that is not defined by U.S. GAAP. EBITA is calculated as net income available to IPG common stockholder before provision for incomes taxes, total (expenses) and other income, equity in net income (loss) of unconsolidated affiliates, net income attributable to noncontrolling interests and amortization of acquired intangibles. Refer to the *Non-GAAP Financial Measure* section of this MD&A for additional information and for a reconciliation to U.S. GAAP measures.

Our organic net revenue increase of 3.3% for the year ended December 31, 2019 was driven by growth across nearly all geographic regions, attributable to a combination of net higher spending from existing clients and net client wins, most notably in the healthcare, financial services, technology and telecom, and retail sectors, partially offset by a decrease in the auto and transportation sector. During the year ended December 31, 2019, our EBITA margin on net revenue grew to 13.6% from 13.0% in the prior-year period as the increase in net revenue outpaced the overall increase in our operating expense, excluding billable expenses and amortization of acquired intangibles.

Our organic net revenue increase of 5.5% for the year ended December 31, 2018 was driven by growth throughout all geographic regions, and attributable to a combination of net client wins and net higher spending from existing clients, most notably in the healthcare sector, partially offset by decreases in the food and beverage sector. During the year ended December 31, 2018, our EBITA margin on net revenue increased to 13.0% from 12.8% in the prior-year period as the increase in net revenue outpaced the overall increase in our operating expense, excluding billable expenses and amortization of acquired intangibles.

**RESULTS OF OPERATIONS**

*Consolidated Results of Operations*

*Net Revenue*

Our net revenue is directly impacted by the retention and spending levels of existing clients and by our ability to win new clients. Most of our expenses are recognized ratably throughout the year and are therefore less seasonal than revenue. Our net revenue is typically lowest in the first quarter and highest in the fourth quarter, reflecting the seasonal spending of our clients.

	Year ended December 31, 2018	Components of Change			Year ended December 31, 2019	Change	
		Foreign Currency	Net Acquisitions/ (Divestitures)	Organic		Organic	Total
<b>Consolidated</b>	\$ 8,031.6	\$ (143.1)	\$ 467.8	\$ 268.8	\$ 8,625.1	3.3 %	7.4 %
<b>Domestic</b>	4,825.0	0.0	469.9	91.2	5,386.1	1.9 %	11.6 %
<b>International</b>	3,206.6	(143.1)	(2.1)	177.6	3,239.0	5.5 %	1.0 %
United Kingdom	711.7	(32.0)	20.8	26.5	727.0	3.7 %	2.1 %
Continental Europe	737.5	(40.6)	(8.4)	53.9	742.4	7.3 %	0.7 %
Asia Pacific	896.8	(26.2)	(9.9)	(2.4)	858.3	(0.3)%	(4.3)%
Latin America	350.1	(34.4)	(2.1)	76.3	389.9	21.8 %	11.4 %
Other	510.5	(9.9)	(2.5)	23.3	521.4	4.6 %	2.1 %

The organic increase in our domestic market was primarily driven by growth at our advertising and media businesses as well as our data management business. In our international markets, the organic increase was primarily driven by strong performance at our media businesses throughout all geographic regions. In addition, the organic increase was also driven by growth at our advertising businesses and our public relations agencies as well as at our digital specialist agencies in Latin America. Consolidated net acquisitions primarily includes net revenue during the first nine months ended September 30, 2019 from Acxiom, which we acquired on October 1, 2018, partially offset by divestitures, mostly in our domestic market, Asia Pacific and Continental Europe regions.

**Management's Discussion and Analysis of Financial Condition and Results of Operations - (continued)**  
(Amounts in Millions, Except Per Share Amounts)

	Year ended December 31, 2017	Components of Change			Year ended December 31, 2018	Change	
		Foreign Currency	Net Acquisitions/ (Divestitures)	Organic		Organic	Total
<b>Consolidated</b>	\$ 7,473.5	\$ 15.9	\$ 128.2	\$ 414.0	\$ 8,031.6	5.5%	7.5 %
<b>Domestic</b>	4,458.8	0.0	139.9	226.3	4,825.0	5.1%	8.2 %
<b>International</b>	3,014.7	15.9	(11.7)	187.7	3,206.6	6.2%	6.4 %
United Kingdom	613.1	24.1	15.3	59.2	711.7	9.7%	16.1 %
Continental Europe	687.8	27.8	(14.7)	36.6	737.5	5.3%	7.2 %
Asia Pacific	866.9	(2.0)	(2.0)	33.9	896.8	3.9%	3.4 %
Latin America	350.8	(35.6)	(6.1)	41.0	350.1	11.7%	(0.2)%
Other	496.1	1.6	(4.2)	17.0	510.5	3.4%	2.9 %

The organic increase in our domestic market was driven by growth across all disciplines, most notably at our advertising and media businesses. In our international markets, the organic increase was driven by growth across all geographic regions and nearly all disciplines, primarily at our media and advertising businesses and our digital specialist agencies, including strong performance at our advertising businesses in the United Kingdom and at our media businesses in the Continental Europe, Latin America and United Kingdom regions. Consolidated net acquisitions primarily includes net revenue from Acxiom, which we acquired on October 1, 2018.

Refer to the segment discussion later in this MD&A for information on changes in revenue by segment.

**Salaries and Related Expenses**

	Years ended December 31,			Change	
	2019	2018	2017	2019 vs 2018	2018 vs 2017
				% Increase/ (Decrease)	% Increase/ (Decrease)
<b>Salaries and related expenses</b>	\$ 5,568.8	\$ 5,298.3	\$ 4,990.7	5.1%	6.2%

*As a % of net revenue:*

<b>Salaries and related expenses</b>	64.6%	66.0%	66.8%
Base salaries, benefits and tax	54.5%	54.9%	56.1%
Incentive expense	3.3%	3.7%	3.3%
Severance expense	0.6%	0.9%	1.0%
Temporary help	4.1%	4.2%	3.9%
All other salaries and related expenses	2.1%	2.3%	2.5%

Net revenue growth of 7.4% outpaced the increase in salaries and related expenses of 5.1% during the year ended December 31, 2019 as compared to the prior-year period, primarily due to base salaries, benefits and tax, and temporary help expenses increasing at rates less than net revenue growth. The improved ratio was also attributable to the inclusion of Acxiom, for the full year in 2019, which has a lower ratio of salaries and related expenses as a percentage of its net revenue as well as a result of carefully managing our employee costs.

Net revenue growth of 7.5% outpaced the increase in salaries and related expenses of 6.2% in 2018 as compared to the prior-year period, primarily driven by leverage in base salaries, benefits and tax, partially offset by higher incentive expense as a result of improved financial performance and higher temporary help to support business growth. The acquisition of Acxiom, completed on October 1, 2018, did not have a significant impact on the ratios presented above.



**Management's Discussion and Analysis of Financial Condition and Results of Operations - (continued)**  
(Amounts in Millions, Except Per Share Amounts)

**Office and Other Direct Expenses**

	Years ended December 31,			Change	
	2019	2018	2017	2019 vs 2018	2018 vs 2017
				% Increase/ (Decrease)	% Increase/ (Decrease)
<b>Office and other direct expenses</b>	\$ 1,564.1	\$ 1,355.1	\$ 1,269.2	15.4%	6.8%

As a % of net revenue:

<b>Office and other direct expenses</b>	18.1%	16.9%	17.0%
Occupancy expense	6.3%	6.5%	6.8%
All other office and other direct expenses <sup>1</sup>	11.8%	10.4%	10.2%

<sup>1</sup> Includes production expenses, travel and entertainment, professional fees, spending to support new business activity, telecommunications, office supplies, bad debt expense, adjustments to contingent acquisition obligations, foreign currency losses (gains) and other expenses.

Office and other direct expenses increased by 15.4% compared to net revenue growth of 7.4% during the year ended December 31, 2019 as compared to the prior-year period. The increase in office and other direct expenses was mainly due to the inclusion of Acxiom, for the full year in 2019, which has a higher ratio of office and other direct expenses as a percentage of its net revenue, primarily driven by client service costs and professional fees. Additionally, contributing to the increase was a year-over-year change in contingent acquisition obligations, partially offset by leverage on occupancy expense.

Net revenue growth of 7.5% outpaced the increase in office and other direct expenses of 6.8% in 2018 as compared to the prior-year period, primarily driven by leverage in occupancy expense, partially offset by an increase in client service costs from Acxiom and year-over-year change in contingent acquisition obligations.

**Selling, General and Administrative Expenses**

Selling, general and administrative expenses ("SG&A") are primarily the unallocated expenses of our Corporate, as detailed further in the segment discussion later in this MD&A, excluding depreciation and amortization. SG&A as a percentage of net revenue decreased to 1.1% in 2019 from 2.1% in the prior-year period, primarily attributable to lower professional fees, mainly driven by transaction costs related to the Acxiom acquisition in 2018 and an increase in allocated service fees from Selling, General and Administrative expenses to Cost of Services, mainly as a result of the inclusion of Acxiom. SG&A as a percentage of net revenue increased to 2.1% in 2018 from 1.6% in 2017, primarily as a result of transaction costs related to the Acxiom acquisition and higher incentive expense.

**Depreciation and Amortization**

Depreciation and amortization as a percentage of net revenue was 3.2% in 2019, 2.5% in 2018 and 2.1% in 2017. The increases in both 2019 and 2018 compared to prior-year periods were primarily due to the inclusion of Acxiom. For the years ended December 31, 2019, 2018 and 2017, amortization of acquired intangibles was \$86.0, \$37.6 and \$21.1, respectively.

**Restructuring Charges**

In the first quarter of 2019, the Company implemented a cost initiative (the "2019 Plan") to better align our cost structure with our revenue primarily related to specific client losses occurring in 2018, the components of which are listed below. All restructuring actions were substantially completed by the end of the second quarter of 2019 and we don't expect any further restructuring adjustments to the 2019 Plan.

	Years ended December 31,		
	2019	2018	2017
Severance and termination costs	\$ 22.0	\$ 0.0	\$ 0.0
Lease restructuring costs	11.9	0.0	(0.4)
<b>Total restructuring charges</b>	<b>\$ 33.9</b>	<b>\$ 0.0</b>	<b>\$ (0.4)</b>

The following table presents the 2019 Plan restructuring charges and employee headcount reduction for the twelve months ended December 31, 2019.

**Management's Discussion and Analysis of Financial Condition and Results of Operations - (continued)**  
(Amounts in Millions, Except Per Share Amounts)

	Restructuring Charges	Headcount Reduction (Actual Number)
Domestic	\$ 26.3	507
International	7.6	120
Consolidated	\$ 33.9	627

**EXPENSES AND OTHER INCOME**

	Years ended December 31,		
	2019	2018	2017
Cash interest on debt obligations	\$ (188.3)	\$ (118.4)	\$ (81.9)
Non-cash interest	(11.0)	(4.6)	(8.9)
Interest expense	(199.3)	(123.0)	(90.8)
Interest income	34.5	21.8	19.4
Net interest expense	(164.8)	(101.2)	(71.4)
Other expense, net	(42.9)	(69.6)	(26.2)
Total (expenses) and other income	\$ (207.7)	\$ (170.8)	\$ (97.6)

**Net Interest Expense**

For 2019, net interest expense increased by \$63.6 as compared to 2018, primarily attributable to increased cash interest expense from the issuance of \$2,500.0 of long-term debt in September and October of 2018 in order to finance the acquisition of Acxiom, partially offset by an increase in interest income, primarily due to higher cash balances in international markets. For 2018, net interest expense increased by \$29.8 as compared to 2017, primarily attributable to increased cash interest expense from the issuance of long-term debt in 2018 as well as increased short-term borrowings and higher interest rates throughout the year. This was partially offset by decreased non-cash interest expense from revaluations of mandatorily redeemable noncontrolling interests.

**Other Expense, Net**

Results of operations include certain items that are not directly associated with our revenue-producing operations.

	Years ended December 31,		
	2019	2018	2017
Net losses on sales of businesses	\$ (43.4)	\$ (61.9)	\$ (24.1)
Other	0.5	(7.7)	(2.1)
Total other expense, net	\$ (42.9)	\$ (69.6)	\$ (26.2)

*Net losses on sales of businesses* – During 2019, the amounts recognized were related to sales of businesses and the classification of certain assets and liabilities, consisting primarily of cash, as held for sale within our IAN and CMG reportable segments. During 2018, the amounts recognized were related to sales of businesses and the classification of certain assets and liabilities, consisting primarily of cash, as held for sale within our IAN and CMG reportable segments. During 2017, the amounts recognized were related to sales of businesses and the classification of certain assets and liabilities, consisting primarily of cash, accounts receivable and accounts payable, as held for sale within our IAN reportable segment. The businesses held for sale as of year end primarily represent unprofitable, non-strategic agencies which are expected to be sold within the next twelve months.

*Other* – During 2019, the amounts recognized are primarily a result of changes in fair market value of equity investments, partially offset by the sale of an equity investment. During 2018, the amounts recognized are primarily a result of transaction-related costs from the Acxiom acquisition, partially offset by changes in fair market value of equity investments.

**INCOME TAXES**

	Years ended December 31,		
	2019	2018	2017
Income before income taxes	\$ 878.3	\$ 838.0	\$ 840.8
Provision for income taxes	\$ 204.8	\$ 199.2	\$ 271.3
Effective income tax rate	23.3%	23.8%	32.3%

**Management's Discussion and Analysis of Financial Condition and Results of Operations - (continued)**  
**(Amounts in Millions, Except Per Share Amounts)**

***Effective Tax Rate***

Our tax rates are affected by many factors, including our worldwide earnings from various countries, changes in legislation and tax characteristics of our income. In 2019, our effective income tax rate of 23.3% was positively impacted by the reversal of valuation allowances primarily in Continental Europe, by the settlement of state income tax audits and by excess tax benefits on employee share-based payments. The effective tax rate was negatively impacted by losses in certain foreign jurisdictions where we receive no tax benefit due to 100% valuation allowances, net losses on sales of businesses and the classification of certain assets as held for sale, for which we received minimal tax benefit.

In 2018, our effective income tax rate of 23.8% was positively impacted by U.S. tax incentives, foreign tax credits from a distribution of unremitted earnings, the net reversal of valuation allowance in Continental Europe and research and development credits. The effective income tax rate was negatively impacted by losses in certain foreign jurisdictions where we received no tax benefit due to 100% valuation allowances, non-deductible losses on sales of businesses and assets held for sale, by tax expense associated with the change to our assertion regarding the permanent reinvestment of undistributed earnings attributable to certain foreign subsidiaries, and by tax expense related to the true-up of our December 31, 2017 tax reform estimates as permitted by SEC Staff issued Accounting Bulletin No. 118 ("SAB 118").

Public Law 115-97, commonly referred to as the Tax Cuts and Jobs Act (the "Tax Act") was signed into law on December 22, 2017. The Tax Act legislated many new tax provisions which impacted our operations. At December 31, 2017, provisional amounts were recorded as permitted by SAB 118. The impact of the Tax Act as required by SAB 118, resulted in a net tax expense of \$13.4 in 2018, which was primarily attributable to our estimate of the tax imposed on the deemed repatriation of unremitted foreign earnings.

The Company has historically asserted that its unremitted foreign earnings are permanently reinvested, and therefore did not record income taxes on such amounts. In light of increased debt and associated servicing commitments in connection with the Acxiom acquisition that was consummated on October 1, 2018, the Company re-evaluated its global cash needs and as a result determined that approximately \$435.0 of undistributed foreign earnings from certain international entities were no longer subject to the permanent reinvestment assertion. We recorded a tax expense of \$10.8 in 2018 representing our estimate of the tax costs associated with this change to our assertion. We did not change our permanent reinvestment assertion with respect to any other international entities as we used the related historical earnings and profits to fund international operations and investments.

The Tax Act imposed a new tax on certain foreign earnings generated in 2018 and forward. These global intangible low-taxed income ("GILTI") tax rules are complex. U.S. GAAP allows us to choose an accounting policy which treats the U.S. tax under GILTI provisions as either a current expense, as incurred, or as a component of the Company's measurement of deferred taxes. The Company elected to account for the GILTI tax as a current expense.

In 2017, our effective income tax rate of 32.3% was positively impacted by a net benefit of \$36.0 as a result of the Tax Act, as well as excess tax benefits on employee share-based payments, partially offset by losses in certain foreign jurisdictions where we receive no tax benefit due to 100% valuation allowances.

See Note 9 in Item 8, *Financial Statements and Supplementary Data* for further information.

***EARNINGS PER SHARE***

Basic earnings per share available to IPG common stockholders for the years ended December 31, 2019, 2018 and 2017 were \$1.70, \$1.61 and \$1.42 per share, respectively. Diluted earnings per share for the years ended December 31, 2019, 2018 and 2017 were \$1.68, \$1.59 and \$1.40 per share, respectively.

Basic and diluted earnings per share for the year ended December 31, 2019 included negative impacts of \$0.18 from the amortization of acquired intangibles, negative impacts of \$0.06 from first-quarter restructuring charges, negative impacts of \$0.12 from losses on sales of businesses and the classification of certain assets as held for sale, for which we received minimal tax benefit, partially offset by positive impacts of \$0.10 from various discrete tax items.

Basic and diluted earnings per share for the year ended December 31, 2018 included negative impacts of \$0.16 and \$0.15, respectively, from losses on sales of businesses and the classification of certain assets as held for sale primarily in our international markets, negative impacts of \$0.10 and \$0.09, respectively, from transaction costs directly related to the acquisition of Acxiom, and negative impacts of \$0.09 and \$0.08, respectively, from the amortization of acquired intangibles, partially offset by positive impacts of \$0.06 and \$0.06, respectively, from various discrete tax items.

Basic and diluted earnings per share for the year ended December 31, 2017 included negative impacts of \$0.05 from the amortization of acquired intangibles, and negative impacts of \$0.04 from losses on sales of businesses and the classification of certain assets as held for sale, offset by net positive impacts of \$0.09 as a result of the Tax Act.

**Management's Discussion and Analysis of Financial Condition and Results of Operations - (continued)**  
(Amounts in Millions, Except Per Share Amounts)

**Segment Results of Operations**

As discussed in Note 15 to the Consolidated Financial Statements, we have two reportable segments as of December 31, 2019: IAN and CMG. We also report results for the "Corporate and other" group.

**IAN**

**Net Revenue**

	Year ended December 31, 2018 <sup>1</sup>	Components of Change			Year ended December 31, 2019	Change	
		Foreign Currency	Net Acquisitions/ (Divestitures)	Organic		Organic	Total
<b>Consolidated</b>	\$ 6,767.5	\$ (124.5)	\$ 465.5	\$ 239.7	\$ 7,348.2	3.5%	8.6%
<b>Domestic</b>	4,000.4	0.0	471.6	85.5	4,557.5	2.1%	13.9%
<b>International</b>	2,767.1	(124.5)	(6.1)	154.2	2,790.7	5.6%	0.9%

<sup>1</sup> Results for the year ended December 31, 2018 have been recast to conform to the current-period presentation.

The organic increase was attributable to a combination of net higher spending from existing clients and net client wins, most notably in the healthcare, financial services, technology and telecom, and retail sectors, partially offset by a decrease in the auto and transportation sector. The organic increase in our domestic market was primarily driven by growth at our advertising and media businesses as well as our data management business. In our international markets, the organic increase was primarily driven by strong performance at our media businesses throughout all geographic regions. In addition, the organic increase was also driven by growth at our advertising businesses and our digital specialist agencies in Latin America. Consolidated net acquisitions primarily includes net revenue during the first nine months ended September 30, 2019 from Acxiom, which we acquired on October 1, 2018, partially offset by divestitures, mostly in our domestic market, Asia Pacific and Continental Europe regions.

	Year ended December 31, 2017	Components of Change			Year ended December 31, 2018 <sup>1</sup>	Change	
		Foreign Currency	Net Acquisitions/ (Divestitures) <sup>1</sup>	Organic		Organic	Total <sup>1</sup>
<b>Consolidated</b>	\$ 6,266.7	\$ 6.9	\$ 120.6	\$ 373.3	\$ 6,767.5	6.0%	8.0%
<b>Domestic</b>	3,660.6	0.0	139.8	200.0	4,000.4	5.5%	9.3%
<b>International</b>	2,606.1	6.9	(19.2)	173.3	2,767.1	6.6%	6.2%

<sup>1</sup> Results for the year ended December 31, 2018 have been recast to conform to the current-period presentation.

The organic increase was attributable to net client wins and net higher spending from existing clients, most notably in the healthcare sector, partially offset by decreases in the food and beverage sector. The organic increase in our domestic market was driven by growth across all of our major networks. The international organic increase was driven by growth across all geographic regions and all disciplines, primarily at our media and advertising businesses and our digital specialist agencies, including strong performance at our advertising businesses in the United Kingdom and at our media businesses in the Continental Europe, Latin America and United Kingdom regions. Consolidated net acquisitions primarily includes net revenue from Acxiom, which we acquired on October 1, 2018.

**Segment EBITA**

	Years ended December 31,			Change	
	2019	2018	2017	2019 vs 2018	2018 vs 2017
<b>Segment EBITA<sup>1,2</sup></b>	\$ 1,110.4	\$ 1,042.1	\$ 891.7	6.6%	16.9%
<b>EBITA margin on net revenue<sup>1,2</sup></b>	15.1%	15.4%	14.2%		

<sup>1</sup> Segment EBITA and EBITA margin on net revenue include \$27.6 of restructuring charges in the year ended December 31, 2019. See "Restructuring Charges" in MD&A and Note 11 of Item 8, *Financial Statements and Supplementary Data* for further information.

<sup>2</sup> Results for the year ended December 31, 2018 have been recast to conform to the current-period presentation.

**Management's Discussion and Analysis of Financial Condition and Results of Operations - (continued)**  
(Amounts in Millions, Except Per Share Amounts)

EBITA margin decreased during 2019 when compared to 2018, as the increase in operating expenses, excluding billable expenses and amortization of acquired intangibles, outpaced the net revenue growth of 8.6%, the organic component of which was discussed in detail above. The EBITA margin decrease of 0.3% included restructuring charges of \$27.6, or 0.4% as a percentage of net revenue, during 2019 to better align our cost structure with our revenue. The comparison was also adversely impacted due to higher allocated service fees, from our Selling, General and Administrative expenses, to Cost of Services, mainly as a result of the inclusion of Acxiom. Net revenue growth outpaced the increase in salaries and related expenses as compared to the prior-year period, primarily driven by lower percentages of its net revenue in base salaries, benefits and tax, temporary help expenses and incentive expense. The improved salaries and related expenses ratio was also attributable to the inclusion of Acxiom, which has a lower ratio of salaries and related expenses as a percentage of its net revenue as well as a result of carefully managing our employee costs. The increase in office and other direct expenses outpaced the growth in net revenue as compared to the prior-year period, mainly due to the inclusion of Acxiom, which has a higher ratio of office and other direct expense as a percentage of its net revenue, driven by client service costs and professional fees. However, overall office and other direct expenses primarily benefited from leverage on occupancy expense. Depreciation and amortization, excluding amortization of acquired intangibles, as a percentage of net revenue increased to 2.3% in 2019 from 2.0% in the prior-year period, primarily due to the inclusion of Acxiom.

EBITA margin increased during 2018 when compared to 2017, as net revenue growth of 8.0%, the organic component of which was discussed in detail above, outpaced the increase in operating expenses, excluding billable expenses and amortization of acquired intangibles, primarily driven by leverage in base salaries, benefits and tax and occupancy expense, partially offset by higher incentive expense as a result of improved financial performance and higher temporary help to support business growth. Depreciation and amortization, excluding amortization of acquired intangibles, as a percentage of net revenue increased to 2.0% in 2018 from 1.7% in the prior-year period, primarily due to the inclusion of Acxiom.

**CMG**

*Net Revenue*

	Year ended December 31, 2018	Components of Change			Year ended December 31, 2019	Change	
		Foreign Currency	Net Acquisitions/ (Divestitures)	Organic		Organic	Total
<b>Consolidated</b>	\$ 1,264.1	\$ (18.6)	\$ 2.3	\$ 29.1	\$ 1,276.9	2.3%	1.0%
<b>Domestic</b>	824.6	0.0	(1.7)	5.7	828.6	0.7%	0.5%
<b>International</b>	439.5	(18.6)	4.0	23.4	448.3	5.3%	2.0%

The organic increase was primarily attributable to net client wins and net higher spending from existing clients, most notably in the healthcare and technology and telecom sectors, partially offset by a decrease in the auto and transportation sector. The organic increase in our domestic market was primarily due to growth at our sports marketing business, partially offset by declines at our event businesses. The international organic increase was driven by growth across all geographic regions and disciplines, primarily at our public relations agencies, most notably in the United Kingdom and Continental Europe regions, and sports marketing business, most notably in the Asia Pacific region.

	Year ended December 31, 2017	Components of Change			Year ended December 31, 2018	Change	
		Foreign Currency	Net Acquisitions/ (Divestitures)	Organic		Organic	Total
<b>Consolidated</b>	\$ 1,206.8	\$ 9.0	\$ 7.6	\$ 40.7	\$ 1,264.1	3.4%	4.7%
<b>Domestic</b>	798.2	0.0	0.1	26.3	824.6	3.3%	3.3%
<b>International</b>	408.6	9.0	7.5	14.4	439.5	3.5%	7.6%

The organic increase was attributable to net client wins and net higher spending from existing clients, most notably in the technology and telecom sector. The organic increases were driven by growth across all geographic regions, primarily at our public relations agencies and sports marketing business, most notably in our domestic market.

**Management's Discussion and Analysis of Financial Condition and Results of Operations - (continued)**  
(Amounts in Millions, Except Per Share Amounts)

**Segment EBITA**

	Years ended December 31,			Change	
	2019	2018	2017	2019 vs 2018	2018 vs 2017
Segment EBITA <sup>1</sup>	\$ 163.4	\$ 180.3	\$ 194.4	(9.4)%	(7.3)%
EBITA margin <sup>1</sup>	12.8%	14.3%	16.1%		

<sup>1</sup> Segment EBITA and EBITA margin on net revenue include \$5.6 of restructuring charges in the year ended December 31, 2019. See "Restructuring Charges" in MD&A and Note 11 of Item 8, *Financial Statements and Supplementary Data* for further information.

EBITA margin decreased during 2019 when compared to 2018, as the increase in operating expenses outpaced net revenue growth of 1.0%, primarily driven by the restructuring charges of \$5.6 in the first quarter of 2019, higher salaries and related expenses to support business growth and an increase in year-over-year change in contingent acquisition obligations, partially offset by lower incentive expense. Depreciation and amortization, excluding amortization of acquired intangibles, as a percentage of net revenue remained flat as compared to the prior-year period.

EBITA margin decreased during 2018 when compared to 2017, due to the increase in operating expenses, excluding billable expenses, primarily driven by the year-over-year change in contingent acquisition obligations. Depreciation and amortization, excluding amortization of acquired intangibles, as a percentage of net revenue remained relatively flat as compared to the prior-year period.

**CORPORATE AND OTHER**

Corporate and other is primarily comprised of selling, general and administrative expenses including corporate office expenses as well as shared service center and certain other centrally managed expenses that are not fully allocated to operating divisions; salaries, long-term incentives, annual bonuses and other miscellaneous benefits for corporate office employees; professional fees related to internal control compliance, financial statement audits and legal, information technology and other consulting services that are engaged and managed through the corporate office; and rental expense for properties occupied by corporate office employees. A portion of centrally managed expenses is allocated to operating divisions based on a formula that uses the planned revenues of each of the operating units. Amounts allocated also include specific charges for information technology-related projects, which are allocated based on utilization.

Corporate and other expenses decreased by \$74.2 to \$101.8 during the year ended December 31, 2019 as compared to 2018, primarily attributable to lower professional fees, mainly driven by transaction costs of \$35.0 related to the Acxiom acquisition in 2018 and an increase in allocated service fees from Selling, General and Administrative expenses to Cost of Services, mainly as a result of the inclusion of Acxiom. Corporate and other expenses in 2018 increased by \$49.4 to \$176.0 compared to 2017, primarily due to the transaction costs in 2018.

During the year ended December 31, 2019, corporate and other expense includes \$0.7 of restructuring charges. See "Restructuring Charges" in MD&A and Note 11 of Item 8, *Financial Statements and Supplementary Data* for further information.

**LIQUIDITY AND CAPITAL RESOURCES**

**CASH FLOW OVERVIEW**

The following tables summarize key financial data relating to our liquidity, capital resources and uses of capital.

Cash Flow Data	Years ended December 31,		
	2019	2018	2017
Net income, adjusted to reconcile to net cash provided by operating activities <sup>1</sup>	\$ 1,115.0	\$ 1,013.0	\$ 852.1
Net cash provided by (used in) working capital <sup>2</sup>	442.8	(431.1)	5.3
Changes in other non-current assets and liabilities <sup>3</sup>	(28.6)	(16.8)	24.4
Net cash provided by operating activities	\$ 1,529.2	\$ 565.1	\$ 881.8
Net cash used in investing activities	(161.7)	(2,491.5)	(196.2)
Net cash (used in) provided by financing activities	(843.0)	1,853.2	(1,004.9)

<sup>1</sup> Reflects net income adjusted primarily for depreciation and amortization of fixed assets and intangible assets, amortization of restricted stock and other non-cash compensation, net losses on sales of businesses and deferred income taxes.

<sup>2</sup> Reflects changes in accounts receivable, accounts receivable billable to clients, other current assets, accounts payable and accrued liabilities.

<sup>3</sup> Reflects changes in operating lease right-of-use assets and lease liabilities and other non-current assets and liabilities.

**Management's Discussion and Analysis of Financial Condition and Results of Operations - (continued)**  
(Amounts in Millions, Except Per Share Amounts)

*Operating Activities*

Due to the seasonality of our business, we typically use cash from working capital in the first nine months of a year, with the largest impact in the first quarter, and generate cash from working capital in the fourth quarter, driven by the seasonally strong media spending by our clients. Quarterly and annual working capital results are impacted by the fluctuating annual media spending budgets of our clients as well as their changing media spending patterns throughout each year across various countries.

The timing of media buying on behalf of our clients across various countries affects our working capital and operating cash flow and can be volatile. In most of our businesses, our agencies enter into commitments to pay production and media costs on behalf of clients. To the extent possible, we pay production and media charges after we have received funds from our clients. The amounts involved, which substantially exceed our revenues, primarily affect the level of accounts receivable, accounts payable, accrued liabilities and contract liabilities. Our assets include both cash received and accounts receivable from clients for these pass-through arrangements, while our liabilities include amounts owed on behalf of clients to media and production suppliers. Our accrued liabilities are also affected by the timing of certain other payments. For example, while annual cash incentive awards are accrued throughout the year, they are generally paid during the first quarter of the subsequent year.

Net cash provided by operating activities during 2019 was \$1,529.2, which was an increase of \$964.1 as compared to 2018, and the comparison includes \$442.8 generated from working capital in 2019, compared with \$431.1 used in working capital in 2018. Working capital in 2019 was primarily impacted by the variation in the timing of collections and payments around the reporting period, of which the timing that was unfavorable in late 2018 compared to 2017 was a benefit in 2019, as well as the spending levels and pattern of our clients as compared to 2018.

Net cash provided by operating activities during 2018 was \$565.1, which was a decrease of \$316.7 as compared to 2017, primarily as a result of an increase in working capital usage of \$436.4. Working capital in 2018 was impacted by the spending levels of our clients as compared to 2017. The working capital usage in both periods was primarily attributable to our media businesses.

*Investing Activities*

Net cash used in investing activities during 2019 consisted primarily of payments for capital expenditures of \$198.5, related mostly to leasehold improvements and computer hardware and software.

Net cash used in investing activities during 2018 consisted of payments for acquisitions of \$2,309.8, related mostly to the acquisition of Acxiom, and payments for capital expenditures of \$177.1, related mostly to leasehold improvements and computer hardware and software.

*Financing Activities*

Net cash used in financing activities during 2019 was driven by repayment of long-term debt of \$403.3 and the payment of dividends of \$363.1.

Net cash provided by financing activities during 2018 was driven by net proceeds from long-term debt of \$2,494.2 primarily to finance the acquisition of Acxiom, partially offset by the payment of dividends of \$322.1, the repurchase of 5.1 shares of our common stock for an aggregate cost of \$117.1, including fees, and the repayment of long-term debt of \$104.8.

*Foreign Exchange Rate Changes*

The effect of foreign exchange rate changes on cash, cash equivalents and restricted cash included in the Consolidated Statements of Cash Flows resulted in a net decrease of \$6.0 in 2019.

The effect of foreign exchange rate changes on cash, cash equivalents and restricted cash included in the Consolidated Statements of Cash Flows resulted in a net decrease of \$47.3 in 2018. The decrease was primarily a result of the U.S. Dollar being stronger than several foreign currencies, including the Australian Dollar, South African Rand, and Indian Rupee as of December 31, 2018 compared to December 31, 2017.

**Management's Discussion and Analysis of Financial Condition and Results of Operations - (continued)**  
(Amounts in Millions, Except Per Share Amounts)

***LIQUIDITY OUTLOOK***

We expect our cash flow from operations and existing cash and cash equivalents to be sufficient to meet our anticipated operating requirements at a minimum for the next twelve months. We also have a commercial paper program, a committed corporate credit facility and uncommitted lines of credit to support our operating needs. Borrowings under our commercial paper program are supported by our committed credit agreement. We continue to maintain a disciplined approach to managing liquidity, with flexibility over significant uses of cash, including our capital expenditures, cash used for new acquisitions, our common stock repurchase program and our common stock dividends.

From time to time, we evaluate market conditions and financing alternatives for opportunities to raise additional funds or otherwise improve our liquidity profile, enhance our financial flexibility and manage market risk. Our ability to access the capital markets depends on a number of factors, which include those specific to us, such as our credit ratings, and those related to the financial markets, such as the amount or terms of available credit. There can be no guarantee that we would be able to access new sources of liquidity, or continue to access existing sources of liquidity, on commercially reasonable terms, or at all.

*Funding Requirements*

Our most significant funding requirements include our operations, non-cancelable operating lease obligations, capital expenditures, acquisitions, common stock dividends, taxes and debt service. Additionally, we may be required to make payments to minority shareholders in certain subsidiaries if they exercise their options to sell us their equity interests.

Notable funding requirements include:

- Debt service – Our 3.50% Senior Notes in aggregate principal amount of \$500.0 mature on October 1, 2020. We expect to use available cash as well as commercial paper as needed to fund the principal repayment. As of December 31, 2019, we had outstanding short-term borrowings of \$52.4 from our uncommitted lines of credit used primarily to fund short-term working capital needs. The remainder of our debt is primarily long-term, with maturities scheduled from 2021 through 2048. On October 1, 2018, in order to fund the acquisition of Acxiom, we entered into financing arrangements with third-party lenders under a three-year term loan agreement (the "Term Loan Agreement"). We fully paid off the outstanding balance under the Term Loan Agreement as of December 31, 2019, with payments of \$100.0, \$200.0 and \$100.0, on June 13, 2019, September 9, 2019 and December 12, 2019, respectively. See Note 4 in Item 8, *Financial Statements and Supplementary Data* for further information.
- Acquisitions – We paid cash of \$0.6 for an acquisition completed in 2019. We also paid \$25.1 in deferred payments for prior-year acquisitions as well as ownership increases in our consolidated subsidiaries. In addition to potential cash expenditures for new acquisitions, we expect to pay approximately \$46.0 in 2020 related to prior-year acquisitions. We may also be required to pay approximately \$21.0 in 2020 related to put options held by minority shareholders if exercised. We will continue to evaluate strategic opportunities to grow and continue to strengthen our market position, particularly in our digital and marketing services offerings, and to expand our presence in high-growth and key strategic world markets.
- Dividends – During 2019, we paid four quarterly cash dividends of \$0.235 per share on our common stock, which corresponded to aggregate dividend payments of \$363.1. On February 12, 2020, we announced that our Board of Directors (the "Board") had declared a common stock cash dividend of \$0.255 per share, payable on March 16, 2020 to holders of record as of the close of business on March 2, 2020. Assuming we pay a quarterly dividend of \$0.255 per share and there is no significant change in the number of outstanding shares as of December 31, 2019, we would expect to pay approximately \$395.0 over the next twelve months.



**Management's Discussion and Analysis of Financial Condition and Results of Operations - (continued)**  
(Amounts in Millions, Except Per Share Amounts)

The following summarizes our estimated contractual cash obligations and commitments as of December 31, 2019 and their effect on our liquidity and cash flow in future periods.

	Years ended December 31,						Thereafter	Total
	2020	2021	2022	2023	2024			
Long-term debt <sup>1</sup>	\$ 502.0	\$ 501.4	\$ 248.9	\$ 498.3	\$ 497.8	\$ 1,025.5	\$ 3,273.9	
Interest payments on long-term debt <sup>1</sup>	134.2	116.4	93.9	73.6	56.4	728.6	1,203.1	
Non-cancelable operating lease obligations <sup>2</sup>	333.5	300.7	267.5	209.7	183.5	716.1	2,011.0	
Contingent acquisition payments <sup>3</sup>	71.9	68.3	39.8	10.6	4.9	0.2	195.7	
Uncertain tax positions <sup>4</sup>	14.0	169.8	35.7	81.6	29.8	14.4	345.3	
Total	<u>\$ 1,055.6</u>	<u>\$ 1,156.6</u>	<u>\$ 685.8</u>	<u>\$ 873.8</u>	<u>\$ 772.4</u>	<u>\$ 2,484.8</u>	<u>\$ 7,029.0</u>	

<sup>1</sup> Amounts represent maturity at book value and interest payments based on contractual obligations. We may at our option and at any time redeem all or some of any outstanding series of our senior notes reflected in this table at the redemption prices set forth in the applicable supplemental indentures under which such senior notes were issued. See Note 4 in Item 8, *Financial Statements and Supplementary Data* for further information.

<sup>2</sup> Non-cancelable operating lease obligations are presented net of future receipts on contractual sublease arrangements. See Note 3 in Item 8, *Financial Statements and Supplementary Data* for further information.

<sup>3</sup> We have structured certain acquisitions with additional contingent purchase price obligations based on factors including future performance of the acquired entity. See Note 6 and Note 16 in Item 8, *Financial Statements and Supplementary Data* for further information.

<sup>4</sup> The amounts presented are estimates due to inherent uncertainty of tax settlements, including the ability to offset liabilities with tax loss carryforwards.

*Share Repurchase Program*

On July 2, 2018, in connection with the announcement of the Acxiom acquisition, we announced that share repurchases will be suspended for a period of time in order to reduce the increased debt levels incurred in conjunction with the acquisition. As of December 31, 2019, \$338.4, excluding fees, remains available for repurchase under the share repurchase programs. There is no expiration date associated with the share repurchase programs.

**FINANCING AND SOURCES OF FUNDS**

Substantially all of our operating cash flow is generated by our agencies. Our cash balances are held in numerous jurisdictions throughout the world, primarily at the holding company level and at our largest subsidiaries.

At December 31, 2019, we held \$323.6 of cash, cash equivalents and marketable securities in foreign subsidiaries. The Company has historically asserted that its unremitted foreign earnings are permanently reinvested, and therefore has not recorded any deferred taxes on such amounts. During the third quarter ended September 30, 2018, the Company re-evaluated its global cash needs and as a result determined that approximately \$435.0 of undistributed foreign earnings from certain international entities were no longer subject to the permanent reinvestment assertion, of which \$155.4 remains undistributed as of December 31, 2019. We have not changed our permanent reinvestment assertion with respect to any other international entities as we intend to use the related historical earnings and profits to fund international operations and investments.

*Credit Agreements*

We maintain a committed corporate credit facility, originally dated as of July 18, 2008, which has been amended and restated from time to time (the "Credit Agreement"). We use our Credit Agreement to increase our financial flexibility, to provide letters of credit primarily to support obligations of our subsidiaries and to support our commercial paper program. On November 1, 2019, we amended and restated (the "Amendment") the Credit Agreement. Under the Amendment, among other things, the maturity date of the Credit Agreement was extended to November 1, 2024 and the cost structure of the credit agreement was changed. The Amendment also removed the interest coverage ratio financial covenant; however, the Company remains subject to the leverage ratio financial covenant, among other customary covenants. At the election of the Company, the leverage ratio financial covenant may be changed to not more than 4.00 to 1.00 for four consecutive fiscal quarters, beginning with the fiscal quarter in which there is an occurrence of one or more acquisitions with an aggregate purchase price of at least \$200.0.

The Credit Agreement is a revolving facility under which amounts borrowed by us or any of our subsidiaries designated under the Credit Agreement may be repaid and reborrowed, subject to an aggregate lending limit of \$1,500.0, or the equivalent in other currencies. The Company has the ability to increase the commitments under the Credit Agreement from time to time by an additional amount of up to \$250.0, provided the Company receives commitments for such increases and satisfies certain other conditions. The aggregate available amount of letters of credit outstanding may decrease or increase, subject to a sublimit of \$50.0, or the equivalent in other currencies. Our obligations under the Credit Agreement are unsecured. As of December 31, 2019, there were

**Management's Discussion and Analysis of Financial Condition and Results of Operations - (continued)**  
**(Amounts in Millions, Except Per Share Amounts)**

no borrowings under the Credit Agreement; however, we had \$8.4 of letters of credit under the Credit Agreement, which reduced our total availability to \$1,491.6.

Under the Credit Agreement, we can elect to receive advances bearing interest based on either the Base Rate or the Eurocurrency rate (each as defined in the Credit Agreement) plus an applicable margin that is determined based on our credit ratings. As of December 31, 2019, the applicable margin was 0.125% for Base Rate advances and 1.125% for Eurocurrency Rate borrowings. Letter of credit fees accrue on the average daily aggregate amount of letters of credit outstanding, at a rate equal to the applicable margin for Eurocurrency rate advances, and fronting fees accrue on the aggregate amount of letters of credit outstanding at an annual rate of 0.25%. We also pay a facility fee on each lender's revolving commitment of 0.125%, which is an annual rate determined based on our credit ratings.

The table below sets forth the financial covenant in effect as of December 31, 2019, which applies to the Credit Agreement.

<b>Financial Covenants</b> <sup>1</sup>	<b>Four Quarters Ended</b>		<b>Four Quarters Ended</b>
	<b>December 31, 2019</b>	<b>EBITDA Reconciliation</b> <sup>1</sup>	<b>December 31, 2019</b>
Leverage ratio (not greater than)	3.75x	Operating income	1,086.0
Actual leverage ratio	2.28x	Add:	
		Depreciation and amortization	369.8
		EBITDA	<u>\$ 1,455.8</u>

<sup>1</sup> The leverage ratio is defined as debt as of the last day of such fiscal quarter to EBITDA (as defined in the Credit Agreement) for the four quarters then ended. Pursuant to the July 2018 Amendment No. 1 to the Credit Agreement, the maximum leverage ratio decreased from 4.00x to 3.75x on the last day of the fourth full fiscal quarter ending after the Acxiom closing date on October 1, 2018.

As of December 31, 2019, we were in compliance with our covenants in the Credit Agreement. If we were unable to comply with our covenants in the future, we would seek an amendment or waiver from the applicable lenders, but there is no assurance that our lenders would grant an amendment or waiver. If we were unable to obtain the necessary amendment or waiver, these facilities could be terminated and our lenders could accelerate payments of any outstanding principal. In addition, under those circumstances we could be required to deposit funds with one of our lenders in an amount equal to any outstanding letters of credit under the Credit Agreement.

We also have uncommitted lines of credit with various banks that permit borrowings at variable interest rates and that are primarily used to fund working capital needs. We have guaranteed the repayment of some of these borrowings made by certain subsidiaries. If we lose access to these credit lines, we would have to provide funding directly to some of our operations. As of December 31, 2019, the Company had uncommitted lines of credit in an aggregate amount of \$1,056.0, under which we had outstanding borrowings of \$52.4 classified as short-term borrowings on our Consolidated Balance Sheet. The average amount outstanding during 2019 was \$88.0, with a weighted-average interest rate of approximately 5.2%.

#### *Commercial Paper*

The Company is authorized to issue unsecured commercial paper up to a maximum aggregate amount outstanding at any time of \$1,500.0. Borrowings under the commercial paper program are supported by the Credit Agreement described above. Proceeds of the commercial paper are used for working capital and general corporate purposes, including the repayment of maturing indebtedness and other short-term liquidity needs. The maturities of the commercial paper vary but may not exceed 397 days from the date of issue. As of December 31, 2019, there was no commercial paper outstanding. The average amount outstanding under the program was \$312.9 in 2019, with a weighted-average interest rate of 2.5% and a weighted-average maturity of thirteen days.

#### *Cash Pooling*

We aggregate our domestic cash position on a daily basis. Outside the United States, we use cash pooling arrangements with banks to help manage our liquidity requirements. In these pooling arrangements, several IPG agencies agree with a single bank that the cash balances of any of the agencies with the bank will be subject to a full right of set-off against amounts other agencies owe the bank, and the bank provides for overdrafts as long as the net balance for all agencies does not exceed an agreed-upon level. Typically, each agency pays interest on outstanding overdrafts and receives interest on cash balances. Our Consolidated Balance Sheets reflect cash, net of bank overdrafts, under all of our pooling arrangements, and as of December 31, 2019 and 2018 the amounts netted were \$2,274.9 and \$2,065.8, respectively.

**Management's Discussion and Analysis of Financial Condition and Results of Operations - (continued)**  
(Amounts in Millions, Except Per Share Amounts)

**DEBT CREDIT RATINGS**

Our debt credit ratings as of February 13, 2020 are listed below.

	<u>Moody's Investors Service</u>	<u>S&amp;P Global Ratings</u>	<u>Fitch Ratings</u>
Short-term rating	P-2	A-2	F2
Long-term rating	Baa2	BBB	BBB+
Outlook	Stable	Negative	Stable

A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the assigning credit rating agency. The rating of each credit rating agency should be evaluated independently of any other rating. Credit ratings could have an impact on liquidity, either adverse or favorable, because, among other things, they could affect funding costs in the capital markets or otherwise. For example, our Credit Agreement fees and borrowing rates are based on a credit ratings grid, and our access to the commercial paper market is contingent on our maintenance of sufficient short-term debt ratings.

**CRITICAL ACCOUNTING ESTIMATES**

Our Consolidated Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States of America. Preparation of the Consolidated Financial Statements and related disclosures requires us to make judgments, assumptions and estimates that affect the amounts reported and disclosed in the accompanying financial statements and footnotes. Our significant accounting policies are discussed in Note 1 to the Consolidated Financial Statements. We believe that of our significant accounting policies, the following critical accounting estimates involve management's most difficult, subjective or complex judgments. We consider these accounting estimates to be critical because changes in the underlying assumptions or estimates have the potential to materially impact our Consolidated Financial Statements. Management has discussed with our Audit Committee the development, selection, application and disclosure of these critical accounting estimates. We regularly evaluate our judgments, assumptions and estimates based on historical experience and various other factors that we believe to be relevant under the circumstances. Actual results may differ from these estimates under different assumptions or conditions.

**Management's Discussion and Analysis of Financial Condition and Results of Operations - (continued)**  
**(Amounts in Millions, Except Per Share Amounts)**

***Revenue Recognition***

Our revenues are primarily derived from the planning and execution of multi-channel advertising and communications, marketing services, including public relations, meeting and event production, sports and entertainment marketing, corporate and brand identity, strategic marketing consulting, and providing marketing data and technology services around the world.

Most of our client contracts are individually negotiated and, accordingly, the terms of client engagements and the basis on which we earn fees and commissions vary significantly. Our contracts generally provide for termination by either party on relatively short notice, usually 30 to 90 days, although our data management contracts typically have non-cancelable terms of more than one year. Our payment terms vary by client, and the time between invoicing date and due date is typically not significant. We generally have the legally enforceable right to payment for all services provided through the end of the contract or termination date.

We recognize revenue when we determine our customer obtains control of promised goods or services, in an amount that reflects the consideration which we expect to receive in exchange for those goods or services. To determine revenue recognition, we perform the following five steps: (i) identify the contract(s) with a customer; (ii) identify the performance obligations in the contract; (iii) determine the transaction price; (iv) allocate the transaction price to the performance obligations in the contract; and (v) recognize revenue as or when we satisfy the performance obligation. We only apply the five-step model to contracts when it is probable that IPG will collect the consideration it is entitled to in exchange for the goods or services it transfers to the customer. At contract inception, we assess the goods or services promised within each contract and determine those that are distinct performance obligations. We then assess whether we act as an agent or a principal for each identified performance obligation and include revenue within the transaction price for third-party costs when we determine that we act as principal.

Net revenue, primarily consisting of fees, commissions and performance incentives, represents the amount of our gross billings excluding billable expenses charged to a client. Generally, our compensation is based on a negotiated fixed price, rate per hour, a retainer, commission or volume. The majority of our fees are recognized over time as services are performed, either utilizing a function of hours incurred and rates per hour, as compared to periodically updated estimates to complete, or ratably over the term of the contract. For certain less-frequent commission-based contracts which contain clauses allowing our clients to terminate the arrangement at any time for no compensation, revenue is recognized at a point in time, typically the date of broadcast or publication.

Contractual arrangements with clients may also include performance incentive provisions designed to link a portion of our revenue to our performance relative to mutually agreed-upon qualitative and/or quantitative metrics. Performance incentives are treated as variable consideration which is estimated at contract inception and included in revenue based on the most likely amount earned out of a range of potential outcomes. Our estimates are based on a combination of historical award experience, anticipated performance and our best judgment. These estimates are updated on a periodic basis and are not expected to result in a reversal of a significant amount of the cumulative revenue recognized.

The predominant component of billable expenses are third-party vendor costs incurred for performance obligations where we have determined that we are acting as principal. These third-party expenses are generally billed back to our clients. Billable expenses also includes incidental costs incurred in the performance of our services including airfare, mileage, hotel stays, out-of-town meals and telecommunication charges. We record these billable expenses within total revenue with a corresponding offset to operating expenses.

In international markets, we may receive rebates or credits from vendors based on transactions entered into on behalf of clients. Rebates and credits are remitted back to our clients in accordance with our contractual requirements or may be retained by us based on the terms of a particular client contract and local law. Amounts owed back to clients are recorded as a liability and amounts retained by us are recorded as revenue when earned.

In certain international markets, our media contracts may allow clients to terminate our arrangement at any time for no compensation to the extent that media has not yet run. For those contracts, we do not recognize revenue until the media runs which is the point in time at which we have a legally enforceable right to compensation.

***Performance Obligations***

Our client contracts may include various goods and services that are capable of being distinct, are distinct within the context of the contract and are therefore accounted for as separate performance obligations. We allocate revenue to each performance obligation in the contract at inception based on its relative standalone selling price.

Our advertising businesses include a wide range of services that involve the creation of an advertising idea, concept, campaign, or marketing strategy in order to promote the client's brand ("creative services"), and to act as an agent to facilitate the production of advertisements by third-party suppliers ("production services"). Our clients can contract us to perform one or both of these services, as they can derive stand-alone benefit from each. Production services can include formatting creative material for different media and communication mediums including digital, large-scale reproduction such as printing and adaptation services, talent

**Management's Discussion and Analysis of Financial Condition and Results of Operations - (continued)**  
(Amounts in Millions, Except Per Share Amounts)

engagement and acquisition, television and radio production, and outdoor billboard production. Our contracts that include both services are typically explicit in the description of which activities constitute the creative advertising services and those that constitute the production services. Both the creative and production services are sold separately, the client can derive utility from each service on its own, we do not provide a significant service of integrating these activities into a bundle, the services do not significantly modify one another, and the services are not highly interrelated or interdependent. As such, we typically identify two performance obligations in the assessment of our advertising contracts.

Our media businesses include services to formulate strategic media plans ("media planning services") and to act as an agent to purchase media (e.g., television and radio spots, outdoor advertising, digital banners, etc.) from vendors on our clients' behalf ("media buying services"). Our contracts that include both services are typically explicit in the description of which activities constitute the planning services and those that constitute the buying services. Both the planning and buying services are sold separately, the client can derive utility from each service on its own, we do not provide a significant service of integrating these activities into a bundle, the services do not significantly modify one another, and the services are not highly interrelated or interdependent. As such, we typically identify two performance obligations in the assessment of our media contracts.

Our events businesses include creative services related to the conception and planning of custom marketing events as well as activation services which entail the carrying out of the event, including, but not limited to, set-up, design and staffing. Additionally, our public relations businesses include a broad range of services, such as strategic planning, social media strategy and the monitoring and development of communication strategies, among others. While our contracts in these businesses may include some or all of these services, we typically identify only one performance obligation in the assessment of our events and public relations contracts as we provide a significant service of integrating the individual services into a combined service for which the customer has contracted.

Our data and technology services businesses include data management, data and data strategy, identity resolution, and measurement and analytics products and services. While our contracts in these businesses may include some or all of these services, we typically identify each product and service as an individual performance obligation.

*Principal vs. Agent*

When a third-party is involved in the delivery of our services to the client, we assess whether or not we are acting as a principal or an agent in the arrangement. The assessment is based on whether we control the specified services at any time before they are transferred to the customer. We have determined that in our events and public relations businesses, we generally act as a principal as our agencies provide a significant service of integrating goods or services provided by third parties into the specified deliverable to our clients. In addition, we have determined that we are responsible for the performance of the third-party suppliers, which are combined with our own services, before transferring those services to the customer. We have also determined that we act as principal when providing creative services and media planning services, as we perform a significant integration service in these transactions. For performance obligations in which we act as principal, we record the gross amount billed to the customer within total revenue and the related incremental direct costs incurred as billable expenses.

When a third-party is involved in the production of an advertising campaign and for media buying services, we have determined that we act as the agent and are solely arranging for the third-party suppliers to provide services to the customer. Specifically, we do not control the specified services before transferring those services to the customer, we are not primarily responsible for the performance of the third-party services, nor can we redirect those services to fulfill any other contracts. We do not have inventory risk or discretion in establishing pricing in our contracts with customers. For performance obligations for which we act as the agent, we record our revenue as the net amount of our gross billings less amounts remitted to third parties.

*Income Taxes*

The provision for income taxes includes U.S. federal, state, local and foreign taxes. Deferred tax assets and liabilities are recognized for the estimated future tax consequences of temporary differences between the financial statement carrying amounts and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the year in which the temporary differences are expected to be reversed. Changes to enacted tax rates would result in either increases or decreases in the provision for income taxes in the period of change.

We are required to evaluate the realizability of our deferred tax assets, which is primarily dependent on future earnings. A valuation allowance shall be recognized when, based on available evidence, it is "more likely than not" that all or a portion of the deferred tax assets will not be realized. The factors used in assessing valuation allowances include all available evidence, such as past operating results, estimates of future taxable income and the feasibility of tax planning strategies. In circumstances where there is negative evidence, establishment of a valuation allowance must be considered. We believe that cumulative losses in the most recent three-year period represent significant negative evidence when evaluating a decision to establish a valuation allowance.

**Management's Discussion and Analysis of Financial Condition and Results of Operations - (continued)**  
**(Amounts in Millions, Except Per Share Amounts)**

Conversely, a pattern of sustained profitability represents significant positive evidence when evaluating a decision to reverse a valuation allowance. Further, in those cases where a pattern of sustained profitability exists, projected future taxable income may also represent positive evidence, to the extent that such projections are determined to be reliable given the current economic environment. Accordingly, the increase and decrease of valuation allowances has had and could have a significant negative or positive impact on our current and future earnings.

The authoritative guidance for uncertainty in income taxes prescribes a recognition threshold and measurement criteria for the financial statement reporting of a tax position that an entity takes or expects to take in a tax return. Additionally, guidance is provided for de-recognition, classification, interest and penalties, accounting in interim periods, disclosure and transition. The assessment of recognition and measurement requires critical estimates and the use of complex judgments. We evaluate our tax positions using the "more likely than not" recognition threshold and then apply a measurement assessment to those positions that meet the recognition threshold. We have established tax reserves that we believe to be adequate in relation to the potential for additional assessments in each of the jurisdictions in which we are subject to taxation. We regularly assess the likelihood of additional tax assessments in those jurisdictions and adjust our reserves as additional information or events require.

***Goodwill and Other Intangible Assets***

We account for our business combinations using the acquisition accounting method, which requires us to determine the fair value of net assets acquired and the related goodwill and other intangible assets. Determining the fair value of assets acquired and liabilities assumed requires management's judgment and involves the use of significant estimates, including projections of future cash inflows and outflows, discount rates, asset lives and market multiples. Considering the characteristics of advertising, specialized marketing and communication services companies, our acquisitions usually do not have significant amounts of tangible assets, as the principal asset we typically acquire is creative talent. As a result, a substantial portion of the purchase price is allocated to goodwill and other intangible assets.

We review goodwill and other intangible assets with indefinite lives not subject to amortization as of October 1<sup>st</sup> each year and whenever events or significant changes in circumstances indicate that the carrying value may not be recoverable. We evaluate the recoverability of goodwill at a reporting unit level. We have 12 reporting units that were subject to the 2019 annual impairment testing. Our annual impairment review as of October 1, 2019 did not result in an impairment charge at any of our reporting units.

In performing our annual impairment review, we first assess qualitative factors to determine whether it is "more likely than not" that the goodwill or indefinite-lived intangible assets are impaired. Qualitative factors to consider may include macroeconomic conditions, industry and market considerations, cost factors that may have a negative effect on earnings, financial performance, and other relevant entity-specific events such as changes in management, key personnel, strategy or clients, as well as pending litigation. If, after assessing the totality of events or circumstances such as those described above, an entity determines that it is "more likely than not" that the goodwill or indefinite-lived intangible asset is impaired, then the entity is required to determine the fair value and perform the quantitative impairment test by comparing the fair value with the carrying value. Otherwise, no additional testing is required.

For reporting units not included in the qualitative assessment, or for any reporting units identified in the qualitative assessment as "more likely than not" that the fair value is less than its carrying value, a quantitative impairment test is performed. For our annual impairment test, we compare the respective fair value of our reporting units' equity to the carrying value of their net assets. The sum of the fair values of all our reporting units is reconciled to our current market capitalization plus an estimated control premium. Goodwill allocated to a reporting unit whose fair value is equal to or greater than its carrying value is not impaired, and no further testing is required. Should the carrying amount for a reporting unit exceed its fair value, then the quantitative impairment test is failed, and impaired goodwill is written down to its fair value with a charge to expense in the period the impairment is identified.

For our 2019 and 2018 annual impairment tests, we performed a qualitative impairment assessment for seven and ten reporting units and performed the quantitative impairment test for five and three reporting units, respectively. For the qualitative analysis we took into consideration all the relevant events and circumstances, including financial performance, macroeconomic conditions and entity-specific factors such as client wins and losses. Based on this assessment, we have concluded that for each of our reporting units subject to the qualitative assessment, it is not "more likely than not" that its fair value was less than its carrying value; therefore, no additional testing was required.

The 2019 and 2018 fair values of reporting units for which we performed quantitative impairment tests were estimated using a combination of the income approach, which incorporates the use of the discounted cash flow method, and the market approach, which incorporates the use of earnings and revenue multiples based on market data. We generally applied an equal weighting to the income and market approaches for our analysis. For the income approach, we used projections, which require the use of significant estimates and assumptions specific to the reporting unit as well as those based on general economic conditions. Factors specific to each reporting unit include revenue growth, profit margins, terminal value growth rates, capital expenditures projections, assumed tax rates, discount rates and other assumptions deemed reasonable by management. For the market approach, we used judgment in identifying the relevant comparable-company market multiples.

These estimates and assumptions may vary between each reporting unit depending on the facts and circumstances specific to that reporting unit. The discount rate for each reporting unit is influenced by general market conditions as well as factors specific to the reporting unit. For the 2019 test, the discount rate we used for our reporting units tested ranged between 10.5% and 11.5%.

**Management's Discussion and Analysis of Financial Condition and Results of Operations - (continued)**  
(Amounts in Millions, Except Per Share Amounts)

and the terminal value growth rate was 3.0%. The terminal value growth rate represents the expected long-term growth rate for our industry, which incorporates the type of services each reporting unit provides as well as the global economy. For the 2019 test, the revenue growth rates for our reporting units used in our analysis were generally between 3.0% and 9.0%. Factors influencing the revenue growth rates include the nature of the services the reporting unit provides for its clients, the geographic locations in which the reporting unit conducts business and the maturity of the reporting unit. We believe that the estimates and assumptions we made are reasonable, but they are susceptible to change from period to period. Actual results of operations, cash flows and other factors will likely differ from the estimates used in our valuation, and it is possible that differences and changes could be material. A deterioration in profitability, adverse market conditions, significant client losses, changes in spending levels of our existing clients or a different economic outlook than currently estimated by management could have a significant impact on the estimated fair value of our reporting units and could result in an impairment charge in the future.

We also perform a sensitivity analysis to detail the impact that changes in assumptions may have on the outcome of the first step of the impairment test. Our sensitivity analysis provides a range of fair value for each reporting unit, where the low end of the range increases discount rates by 0.5%, and the high end of the range decreases discount rates by 0.5%. We use the average of our fair values for purposes of our comparison between carrying value and fair value for the quantitative impairment test.

The table below displays the midpoint of the fair value range for each reporting unit tested in the 2019 and 2018 annual impairment tests, indicating that the fair value exceeded the carrying value for all reporting units by greater than 20%.

Reporting Unit	2019 Impairment Test		Reporting Unit	2018 Impairment Test	
	Goodwill	Fair value exceeds carrying value by:		Goodwill	Fair value exceeds carrying value by:
A	\$ 533.5	> 20%	A	\$ 462.1	> 40%
B	\$ 209.1	> 30%	B	\$ 638.5	> 280%
C	\$ 182.1	> 25%	C	\$ 182.1	> 20%
D	\$ 668.5	> 45%			
E	\$ 1,216.8	> 205%			

Based on the analysis described above, for the reporting units for which we performed the quantitative impairment test, we concluded that our goodwill was not impaired as of October 1, 2019, because these reporting units passed the test as the fair values of each of the reporting units were substantially in excess of their respective net book values.

We review intangible assets with definite lives subject to amortization whenever events or circumstances indicate that a carrying amount of an asset may not be recoverable. Recoverability of these assets is determined by comparing the carrying value of these assets to the estimated undiscounted future cash flows expected to be generated by these asset groups. These asset groups are impaired when their carrying value exceeds their fair value. Impaired intangible assets with definite lives subject to amortization are written down to their fair value with a charge to expense in the period the impairment is identified. Intangible assets with definite lives are amortized on a straight-line basis with estimated useful lives generally between 7 and 15 years. Events or circumstances that might require impairment testing include the loss of a significant client, the identification of other impaired assets within a reporting unit, loss of key personnel, the disposition of a significant portion of a reporting unit, significant decline in stock price or a significant adverse change in business climate or regulations.

***Pension and Postretirement Benefit Plans***

We use various actuarial assumptions in determining our net pension and postretirement benefit costs and obligations. Management is required to make significant judgments about a number of actuarial assumptions, including discount rates and expected returns on plan assets, which are updated annually or more frequently with the occurrence of significant events.

The discount rate is a significant assumption that impacts our net pension and postretirement benefit costs and obligations. We determine our discount rates for our domestic pension and postretirement benefit plans and significant foreign pension plans based on either a bond selection/settlement approach or bond yield curve approach. Using the bond selection/settlement approach, we determine the discount rate by selecting a portfolio of corporate bonds appropriate to provide for the projected benefit payments. Using the bond yield curve approach, we determine the discount rate by matching the plans' cash flows to spot rates developed from a yield curve. Both approaches utilize high-quality AA-rated corporate bonds and the plans' projected cash flows to develop a discounted value of the benefit payments, which is then used to develop a single discount rate. In countries where markets for high-quality long-term AA corporate bonds are not well developed, a portfolio of long-term government bonds is used as a basis to develop hypothetical corporate bond yields, which serve as a basis to derive the discount rate.

The discount rate used to calculate net pension and postretirement benefit costs is determined at the beginning of each year. For the year ended December 31, 2019, discount rates of 4.35% for the domestic pension plan and 4.30% for the domestic



**Management's Discussion and Analysis of Financial Condition and Results of Operations - (continued)**  
**(Amounts in Millions, Except Per Share Amounts)**

postretirement benefit plan and a weighted-average discount rate of 2.61% for the significant foreign pension plans were used to calculate 2019 net pension and postretirement benefit costs. A 25 basis-point increase in the discount rate would have decreased the 2019 net pension and postretirement benefit cost by \$0.1. A 25 basis-point decrease in the discount rate would not have impacted our net pension and postretirement benefit cost.

The discount rate used to measure our benefit obligations is determined at the end of each year. As of December 31, 2019, we used discount rates of 3.35% for the domestic pension plan and 3.25% for the domestic postretirement benefit plan and a weighted-average discount rate of 1.84% for our significant foreign pension plans to measure our benefit obligations. A 25 basis-point increase or decrease in the discount rate would have decreased or increased the December 31, 2019 benefit obligation by approximately \$25.0 and \$26.0, respectively.

The expected rate of return on pension plan assets is another significant assumption that impacts our net pension cost and is determined at the beginning of the year. Our expected rate of return considers asset class index returns over various market and economic conditions, current and expected market conditions, risk premiums associated with asset classes and long-term inflation rates. We determine both a short-term and long-term view and then select a long-term rate of return assumption that matches the duration of our liabilities.

For 2019, the weighted-average expected rates of return of 7.00% and 4.76% were used in the calculation of net pension costs for the domestic and significant foreign pension plans, respectively. For 2020, we plan to use expected rates of return of 6.00% and 4.70% for the domestic and significant foreign pension plans, respectively. Changes in the rates are typically due to lower or higher expected future returns based on the mix of assets held. A lower expected rate of return would increase our net pension cost. A 25 basis-point increase or decrease in the expected return on plan assets would have decreased or increased the 2019 net pension cost by approximately \$1.0.

**RECENT ACCOUNTING STANDARDS**

See Note 17 in Item 8, *Financial Statements and Supplementary Data* for further information on certain accounting standards that have been adopted during 2019 or that have not yet been required to be implemented and may be applicable to our future operations.

**NON-GAAP FINANCIAL MEASURE**

This MD&A includes both financial measures in accordance with U.S. GAAP, as well as a non-GAAP financial measure. The non-GAAP financial measure represents Net Income Available to IPG Common Stockholder before Provision for Income Taxes, Total (Expenses) and Other Income, Equity in Net Income (Loss) of Unconsolidated Affiliates, Net Income Attributable to Noncontrolling Interests and Amortization of Acquired Intangibles which we refer to as "EBITA".

EBITA should be viewed as supplemental to, and not as an alternative for Net Income Available to IPG Common Stockholders calculated in accordance with U.S. GAAP ("net income") or operating income calculated in accordance with U.S. GAAP ("operating income"). This section also includes reconciliation of this non-GAAP financial measure to the most directly comparable U.S. GAAP financial measures, as presented below.

EBITA is used by our management as an additional measure of our Company's performance for purposes of business decision-making, including developing budgets, managing expenditures, and evaluating potential acquisitions or divestitures. Period-to-period comparisons of EBITA help our management identify additional trends in our Company's financial results that may not be shown solely by period-to-period comparisons of net income or operating income. In addition, we may use EBITA in the incentive compensation programs applicable to some of our employees in order to evaluate our Company's performance. Our management recognizes that EBITA has inherent limitations because of the excluded items, particularly those items that are recurring in nature. Management also reviews operating income and net income as well as the specific items that are excluded from EBITA, but included in net income or operating income, as well as trends in those items. The amounts of those items are set forth, for the applicable periods, in the reconciliation of EBITA to net income that accompany our disclosure documents containing non-GAAP financial measures, including the reconciliations contained in this MD&A.

We believe that the presentation of EBITA is useful to investors in their analysis of our results for reasons similar to the reasons why our management finds it useful and because it helps facilitate investor understanding of decisions made by management in light of the performance metrics used in making those decisions. In addition, as more fully described below, we believe that providing EBITA, together with a reconciliation of this non-GAAP financial measure to net income, helps investors make comparisons between our Company and other companies that may have different capital structures, different effective income tax rates and tax attributes, different capitalized asset values and/or different forms of employee compensation. However, EBITA is intended to provide a supplemental way of comparing our Company with other public companies and is not intended as a substitute



**Management's Discussion and Analysis of Financial Condition and Results of Operations - (continued)**  
(Amounts in Millions, Except Per Share Amounts)

for comparisons based on net income or operating income. In making any comparisons to other companies, investors need to be aware that companies may use different non-GAAP measures to evaluate their financial performance. Investors should pay close attention to the specific definition being used and to the reconciliation between such measures and the corresponding U.S. GAAP measures provided by each company under the applicable rules of the U.S. Securities and Exchange Commission.

The following is an explanation of the items excluded by us from EBITA but included in net income:

- **Total (Expense) and Other Income, Provision for Income Taxes, Equity in Net Income (Income) of Unconsolidated Affiliates and Net Income Attributable to Noncontrolling Interests.** We exclude these items (i) because these items are not directly attributable to the performance of our business operations and, accordingly, their exclusion assists management and investors in making period-to-period comparisons of operating performance and (ii) to assist management and investors in making comparisons to companies with different capital structures. Investors should note that these items will recur in future periods.
- **Amortization of Acquired Intangibles.** Amortization of acquired intangibles is a non-cash expense relating to intangible assets arising from acquisitions that are expensed on a straight-line basis over the estimated useful life of the related assets. We exclude amortization of acquired intangibles because we believe that (i) the amount of such expenses in any specific period may not directly correlate to the underlying performance of our business operations and (ii) such expenses can vary significantly between periods as a result of new acquisitions and full amortization of previously acquired intangible assets. Accordingly, we believe that this exclusion assists management and investors in making period-to-period comparisons of operating performance. Investors should note that the use of acquired intangible assets contributed to revenue in the periods presented and will contribute to future revenue generation and should also note that such expense may recur in future periods.

The following table presents the reconciliation of Net Income Available to IPG Common Stockholders to EBITA for the years ended December 31, 2019, 2018 and 2017.

	Years ended December 31,		
	2019	2018	2017
<b>Net Revenue</b>	\$ 8,625.1	\$ 8,031.6	\$ 7,473.5
<b>EBITA Reconciliation:</b>			
<b>Net Income Available to IPG Common Stockholders<sup>1</sup></b>	<b>\$ 656.0</b>	<b>\$ 618.9</b>	<b>\$ 554.4</b>
Add Back:			
Provision for Income Taxes	204.8	199.2	271.3
Subtract:			
Total (Expenses) and Other Income	(207.7)	(170.8)	(97.6)
Equity in Net Income (Loss) of Unconsolidated Affiliates	0.4	(1.1)	0.9
Net Income Attributable to Noncontrolling Interests	(17.9)	(18.8)	(16.0)
<b>Operating Income<sup>1</sup></b>	<b>1,086.0</b>	<b>1,008.8</b>	<b>938.4</b>
Add Back:			
Amortization of Acquired Intangibles	86.0	37.6	21.1
<b>EBITA<sup>1</sup></b>	<b>\$ 1,172.0</b>	<b>\$ 1,046.4</b>	<b>\$ 959.5</b>
<i>EBITA Margin on Net Revenue<sup>1</sup></i>	<i>13.6%</i>	<i>13.0%</i>	<i>12.8%</i>

<sup>1</sup> Calculations include restructuring charges of \$33.9 in 2019 and transaction costs of \$35.0 related to the Acxiom acquisition in 2018.

**Item 7A. Quantitative and Qualitative Disclosures About Market Risk**  
**(Amounts in millions)**

In the normal course of business, we are exposed to market risks related to interest rates, foreign currency rates and certain balance sheet items. From time to time, we use derivative instruments, pursuant to established guidelines and policies, to manage some portion of these risks. Derivative instruments utilized in our hedging activities are viewed as risk management tools and are not used for trading or speculative purposes.

**Interest Rates**

Our exposure to market risk for changes in interest rates relates primarily to the fair market value and cash flows of our debt obligations. The majority of our debt (approximately 97% and 86% as of December 31, 2019 and 2018, respectively) bears interest at fixed rates. We do have debt with variable interest rates, but a 10% increase or decrease in interest rates would not be material to our interest expense or cash flows. The fair market value of our debt is sensitive to changes in interest rates, and the impact of a 10% change in interest rates is summarized below.

As of December 31,	Increase/(Decrease) in Fair Market Value	
	10% Increase in Interest Rates	10% Decrease in Interest Rates
2019	\$ (61.3)	\$ 65.2
2018	(91.3)	82.5

We had \$1,192.2 of cash, cash equivalents and marketable securities as of December 31, 2019 that we generally invest in conservative, short-term bank deposits or securities. The interest income generated from these investments is subject to both domestic and foreign interest rate movements. During 2019 and 2018, we had interest income of \$34.5 and \$21.8, respectively. Based on our 2019 results, a 100 basis-point increase or decrease in interest rates would affect our interest income by approximately \$11.9, assuming that all cash, cash equivalents and marketable securities are impacted in the same manner and balances remain constant from year-end 2019 levels.

**Foreign Currency Rates**

We are subject to translation and transaction risks related to changes in foreign currency exchange rates. Since we report revenues and expenses in U.S. Dollars, changes in exchange rates may either positively or negatively affect our consolidated revenues and expenses (as expressed in U.S. Dollars) from foreign operations. The foreign currencies that most adversely impacted our results during the year ended December 31, 2019 were the British Pound Sterling and Euro. Based on 2019 exchange rates and operating results, if the U.S. Dollar were to strengthen or weaken by 10%, we currently estimate operating income would decrease or increase approximately 4%, assuming that all currencies are impacted in the same manner and our international revenue and expenses remain constant at 2019 levels.

The functional currency of our foreign operations is generally their respective local currency. Assets and liabilities are translated at the exchange rates in effect at the balance sheet date, and revenues and expenses are translated at the average exchange rates during the period presented. The resulting translation adjustments are recorded as a component of accumulated other comprehensive loss, net of tax, in the stockholders' equity section of our Consolidated Balance Sheets. Our foreign subsidiaries generally collect revenues and pay expenses in their functional currency, mitigating transaction risk. However, certain subsidiaries may enter into transactions in currencies other than their functional currency. Assets and liabilities denominated in currencies other than the functional currency are susceptible to movements in foreign currency until final settlement. Currency transaction gains or losses primarily arising from transactions in currencies other than the functional currency are included in office and other direct expenses. We regularly review our foreign exchange exposures that may have a material impact on our business and from time to time use derivative financial instruments, designated as fair value hedges or net investment hedges, to hedge the effects of potential adverse fluctuations in foreign currency exchange rates arising from these exposures. We do not enter into foreign exchange contracts or other derivatives for speculative purposes.

We monitor the currencies of countries in which we operate in order to determine if the country should be considered a highly inflationary environment. A currency is determined to be highly inflationary when there is cumulative inflation of approximately 100% or more over a three-year period. If this occurs the functional currency of that country is changed to our reporting currency, the U.S. Dollar, and foreign exchange gains or losses are recognized on all monetary transactions, assets and liabilities denominated in currencies other than the U.S. Dollar until the currency is no longer considered highly inflationary.

**Credit and Market Risks**

Balance sheet items that potentially subject us to concentrations of credit risk are primarily cash and cash equivalents, short-term marketable securities, accounts receivable and accounts receivable billable to clients. We invest our cash primarily in investment-grade, short-term securities and limit the amount of credit exposure to any one counterparty. Concentrations of credit risk with respect to accounts receivable are mitigated by our large number of clients and their dispersion across different industries and geographic areas. We perform ongoing credit evaluations on a large number of our clients and maintain an allowance for doubtful accounts based upon the expected collectability of all accounts receivable.

Our pension plan assets are also exposed to market risk. The fair value of our pension plan assets may appreciate or depreciate during the year, which can result in lower or higher pension expense and funding requirements in future periods.

**Item 8. Financial Statements and Supplementary Data**

**INDEX**

	<b>Page</b>
<a href="#">Report of Independent Registered Public Accounting Firm</a>	<a href="#">42</a>
<a href="#">Consolidated Statements of Operations for the years ended December 31, 2019, 2018 and 2017</a>	<a href="#">45</a>
<a href="#">Consolidated Statements of Comprehensive Income for the years ended December 31, 2019, 2018 and 2017</a>	<a href="#">46</a>
<a href="#">Consolidated Balance Sheets as of December 31, 2019 and 2018</a>	<a href="#">47</a>
<a href="#">Consolidated Statements of Cash Flows for the years ended December 31, 2019, 2018 and 2017</a>	<a href="#">48</a>
<a href="#">Consolidated Statements of Stockholders' Equity for the years ended December 31, 2019, 2018 and 2017</a>	<a href="#">49</a>
<a href="#">Notes to Consolidated Financial Statements</a>	<a href="#">51</a>
1. <a href="#">Summary of Significant Accounting Policies</a>	<a href="#">51</a>
2. <a href="#">Revenue</a>	<a href="#">57</a>
3. <a href="#">Leases</a>	<a href="#">59</a>
4. <a href="#">Debt and Credit Arrangements</a>	<a href="#">61</a>
5. <a href="#">Earnings Per Share</a>	<a href="#">63</a>
6. <a href="#">Acquisitions</a>	<a href="#">63</a>
7. <a href="#">Supplementary Data</a>	<a href="#">66</a>
8. <a href="#">Goodwill and Other Intangible Assets</a>	<a href="#">68</a>
9. <a href="#">Income Taxes</a>	<a href="#">69</a>
10. <a href="#">Accumulated Other Comprehensive Loss, Net of Tax</a>	<a href="#">72</a>
11. <a href="#">Restructuring Charges</a>	<a href="#">73</a>
12. <a href="#">Incentive Compensation Plans</a>	<a href="#">73</a>
13. <a href="#">Fair Value Measurements</a>	<a href="#">76</a>
14. <a href="#">Employee Benefits</a>	<a href="#">77</a>
15. <a href="#">Segment Information</a>	<a href="#">82</a>
16. <a href="#">Commitments and Contingencies</a>	<a href="#">84</a>
17. <a href="#">Recent Accounting Standards</a>	<a href="#">85</a>
18. <a href="#">Results by Quarter (Unaudited)</a>	<a href="#">86</a>
19. <a href="#">Subsequent Events</a>	<a href="#">86</a>

## Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of The Interpublic Group of Companies, Inc.

### ***Opinions on the Financial Statements and Internal Control over Financial Reporting***

We have audited the accompanying consolidated balance sheets of The Interpublic Group of Companies, Inc. and its subsidiaries (the “Company”) as of December 31, 2019 and 2018, and the related consolidated statements of operations, comprehensive income, stockholders’ equity and cash flows for each of the three years in the period ended December 31, 2019, including the related notes (collectively referred to as the “consolidated financial statements”). We also have audited the Company’s internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2019 and 2018, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2019 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

### ***Change in Accounting Principle***

As discussed in Note 3 to the consolidated financial statements, the Company changed the manner in which it accounts for leases in 2019.

### ***Basis for Opinions***

The Company’s management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management’s Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company’s consolidated financial statements and on the Company’s internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (“PCAOB”) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

### ***Definition and Limitations of Internal Control over Financial Reporting***

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

### ***Critical Audit Matters***

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that (i) relate to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

#### *Quantitative Goodwill Impairment Assessment for Reporting Units A, B and C*

As described in Notes 1 and 8 to the consolidated financial statements, the Company's consolidated goodwill balance was \$4.9 billion as of December 31, 2019, and as disclosed by the Company, the goodwill associated with reporting units A, B and C was \$533.5 million, \$209.1 million and \$182.1 million, respectively. The fair value of reporting units for which management performed quantitative impairment tests were estimated using a combination of the income approach, which incorporates the use of the discounted cash flow method, and the market approach, which incorporates the use of earnings and revenue multiples based on market data. As disclosed by management, an equal weighting was applied to the income and market approaches for management's analysis. For the income approach, management used projections, which require the use of significant estimates and assumptions specific to the reporting unit as well as those based on general economic conditions. Factors specific to each reporting unit include revenue growth, profit margins, terminal value growth rates, capital expenditure projections, assumed tax rates, discount rates and other assumptions deemed reasonable by management. For the market approach, management used judgment in identifying the relevant comparable company market multiples.

The principal considerations for our determination that performing procedures relating to the quantitative goodwill impairment assessment for reporting units A, B and C is a critical audit matter are there was significant judgment required by management when developing the fair value measurement of the reporting units, which in turn led to a high degree of auditor judgment, subjectivity, and effort in performing procedures to evaluate management's cash flow projections and significant assumptions used by management in the discounted cash flow and market models, including revenue growth, profit margins, terminal value growth rates, discount rates, and comparable company market multiples. In addition, the audit effort involved the use of professionals with specialized skill and knowledge to assist in performing these procedures and evaluating the audit evidence obtained.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's quantitative annual goodwill impairment assessment, including controls over the valuation of the Company's reporting units. These procedures also included, among others, testing management's process for developing the fair value estimates, evaluating the appropriateness of the discounted cash flow and market models, testing the completeness, accuracy and relevance of underlying data used in the models, and evaluating the significant assumptions used by management, including revenue growth, profit margins, terminal value growth rates, discount rates, and comparable company market multiples. Evaluating management's assumptions related to revenue growth, profit margins, and the terminal value growth rates involved evaluating whether the assumptions used by management were reasonable considering the current and past performance of the reporting units, the consistency with external market and industry data and whether these assumptions were consistent with evidence obtained in other areas of the audit. Professionals with specialized skill and knowledge were used to assist in the evaluation of the Company's discounted cash flow and market multiple models and certain significant assumptions, including the discount rates and comparable company market multiples.

#### *Unrecognized Tax Benefits*

As described in Notes 1 and 9 to the consolidated financial statements, the Company has recorded liabilities for unrecognized tax benefits of \$345.3 million as of December 31, 2019. Various years of the Company's income tax filings are currently under examination by tax authorities in the U.S., in various countries, and in various states, such as New York, in which the Company has significant business operations. As disclosed by management, the assessment of recognition and measurement requires critical estimates and the use of complex judgments. Management evaluates the tax positions using the "more likely than not" recognition threshold and then applies a measurement assessment to those positions that meet the recognition threshold. Management establishes tax reserves considering the potential for additional assessments in each of the jurisdictions in which the Company is subject to

taxation. Management assesses the likelihood of additional tax assessments in those jurisdictions and adjusts reserves as additional information or events require.

The principal considerations for our determination that performing procedures relating to unrecognized tax benefits is a critical audit matter are there was significant judgment by management when determining unrecognized tax benefits as a result of applying complex tax laws to the Company's multi-national operations. This in turn led to significant auditor judgment, effort, and subjectivity in performing procedures to evaluate the timely identification and accurate measurement of unrecognized tax benefits. Also, the evaluation of audit evidence available to support the tax liabilities for unrecognized tax benefits is complex and required auditor judgment as the nature of the evidence is often subjective.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the identification and recognition of the liability for unrecognized tax benefits, and controls addressing completeness of the unrecognized tax benefits, as well as controls over measurement of the liability. These procedures also included, among others, (i) testing the information used in the calculation of the liability for unrecognized tax benefits, including international, federal, and state filing positions, and the related final tax returns; (ii) testing the calculation of the liability for unrecognized tax benefits by jurisdiction, including management's assessment of the technical merits of tax positions and estimates of the amount of tax benefit expected to be sustained; (iii) testing the completeness of management's assessment of both the identification of unrecognized tax benefits and possible outcomes of each unrecognized tax benefit; and (iv) evaluating the status and results of income tax audits with the relevant tax authorities.

/s/ PricewaterhouseCoopers LLP  
New York, New York  
February 21, 2020

We have served as the Company's auditor since 1952.

**THE INTERPUBLIC GROUP OF COMPANIES, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
(Amounts in Millions, Except Per Share Amounts)

	Years ended December 31,		
	2019	2018	2017
<b>REVENUE:</b>			
Net revenue	\$ 8,625.1	\$ 8,031.6	\$ 7,473.5
Billable expenses	1,596.2	1,682.8	1,574.1
Total revenue	10,221.3	9,714.4	9,047.6
<b>OPERATING EXPENSES:</b>			
Salaries and related expenses	5,568.8	5,298.3	4,990.7
Office and other direct expenses	1,564.1	1,355.1	1,269.2
Billable expenses	1,596.2	1,682.8	1,574.1
Cost of services	8,729.1	8,336.2	7,834.0
Selling, general and administrative expenses	93.8	166.5	118.5
Depreciation and amortization	278.5	202.9	157.1
Restructuring charges	33.9	0.0	(0.4)
Total operating expenses	9,135.3	8,705.6	8,109.2
<b>OPERATING INCOME</b>	<b>1,086.0</b>	<b>1,008.8</b>	<b>938.4</b>
<b>EXPENSES AND OTHER INCOME:</b>			
Interest expense	(199.3)	(123.0)	(90.8)
Interest income	34.5	21.8	19.4
Other expense, net	(42.9)	(69.6)	(26.2)
Total (expenses) and other income	(207.7)	(170.8)	(97.6)
<b>Income before income taxes</b>	<b>878.3</b>	<b>838.0</b>	<b>840.8</b>
Provision for income taxes	204.8	199.2	271.3
<b>Income of consolidated companies</b>	<b>673.5</b>	<b>638.8</b>	<b>569.5</b>
Equity in net income (loss) of unconsolidated affiliates	0.4	(1.1)	0.9
<b>NET INCOME</b>	<b>673.9</b>	<b>637.7</b>	<b>570.4</b>
Net income attributable to noncontrolling interests	(17.9)	(18.8)	(16.0)
<b>NET INCOME AVAILABLE TO IPG COMMON STOCKHOLDERS</b>	<b>\$ 656.0</b>	<b>\$ 618.9</b>	<b>\$ 554.4</b>
Earnings per share available to IPG common stockholders:			
Basic	\$ 1.70	\$ 1.61	\$ 1.42
Diluted	\$ 1.68	\$ 1.59	\$ 1.40
Weighted-average number of common shares outstanding:			
Basic	386.1	383.3	389.6
Diluted	391.2	389.0	397.3

The accompanying notes are an integral part of these financial statements.



**THE INTERPUBLIC GROUP OF COMPANIES, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(Amounts in Millions)

	Years ended December 31,		
	2019	2018	2017
<b>NET INCOME</b>	\$ 673.9	\$ 637.7	\$ 570.4
<b>OTHER COMPREHENSIVE INCOME (LOSS)</b>			
Foreign currency translation:			
Foreign currency translation adjustments	11.3	(149.6)	133.7
Reclassification adjustments recognized in net income	6.7	15.7	1.1
	<u>18.0</u>	<u>(133.9)</u>	<u>134.8</u>
Available-for-sale securities:			
Changes in fair value of available-for-sale securities	0.0	0.0	0.0
Recognition of previously unrealized gains in net income	0.0	0.0	(0.7)
Income tax effect	0.0	0.0	0.1
	<u>0.0</u>	<u>0.0</u>	<u>(0.6)</u>
Derivative instruments:			
Recognition of previously unrealized losses in net income	2.3	2.2	2.1
Income tax effect	(0.5)	(0.7)	(0.5)
	<u>1.8</u>	<u>1.5</u>	<u>1.6</u>
Defined benefit pension and other postretirement plans:			
Net actuarial (losses) gains for the period	(14.8)	12.6	(13.6)
Amortization of unrecognized losses, transition obligation and prior service cost included in net income	6.7	7.5	6.9
Less: settlement and curtailment (gains) losses included in net income	0.0	(1.0)	6.8
Other	(2.5)	(1.0)	2.7
Income tax effect	1.2	(1.8)	(0.5)
	<u>(9.4)</u>	<u>16.3</u>	<u>2.3</u>
<b>Other comprehensive income (loss), net of tax</b>	<u>10.4</u>	<u>(116.1)</u>	<u>138.1</u>
<b>TOTAL COMPREHENSIVE INCOME</b>	684.3	521.6	708.5
Less: comprehensive income attributable to noncontrolling interests	17.2	16.0	17.5
<b>COMPREHENSIVE INCOME ATTRIBUTABLE TO IPG</b>	<u>\$ 667.1</u>	<u>\$ 505.6</u>	<u>\$ 691.0</u>

The accompanying notes are an integral part of these financial statements.

**THE INTERPUBLIC GROUP OF COMPANIES, INC. AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**  
(Amounts in Millions)

	December 31, 2019	December 31, 2018
<b>ASSETS:</b>		
Cash and cash equivalents	\$ 1,192.2	\$ 673.4
Accounts receivable, net of allowance of \$40.2 and \$42.5, respectively	5,209.2	5,126.6
Accounts receivable, billable to clients	1,934.1	1,900.6
Assets held for sale	22.8	5.7
Other current assets	412.4	476.6
Total current assets	8,770.7	8,182.9
Property and equipment, net of accumulated depreciation and amortization of \$1,116.4 and \$1,034.9, respectively	778.1	790.9
Deferred income taxes	252.1	247.0
Goodwill	4,894.4	4,875.9
Other intangible assets	1,014.3	1,094.7
Operating lease right-of-use assets	1,574.4	0.0
Other non-current assets	467.9	428.9
<b>TOTAL ASSETS</b>	<b>\$ 17,751.9</b>	<b>\$ 15,620.3</b>
<b>LIABILITIES:</b>		
Accounts payable	\$ 7,205.4	\$ 6,698.1
Accrued liabilities	742.8	806.9
Contract liabilities	585.6	533.9
Short-term borrowings	52.4	73.7
Current portion of long-term debt	502.0	0.1
Current portion of operating leases	267.2	0.0
Liabilities held for sale	65.0	11.2
Total current liabilities	9,420.4	8,123.9
Long-term debt	2,771.9	3,660.2
Non-current operating leases	1,429.6	0.0
Deferred compensation	425.0	422.7
Other non-current liabilities	714.7	812.8
<b>TOTAL LIABILITIES</b>	<b>14,761.6</b>	<b>13,019.6</b>
Redeemable noncontrolling interests (see Note 6)	164.7	167.9
<b>STOCKHOLDERS' EQUITY:</b>		
Common stock, \$0.10 par value, shares authorized: 800.0 shares issued: 2019 – 387.0; 2018 – 383.6 shares outstanding: 2019 – 387.0; 2018 – 383.6	38.7	38.3
Additional paid-in capital	977.3	895.9
Retained earnings	2,689.9	2,400.1
Accumulated other comprehensive loss, net of tax	(930.0)	(941.1)
Total IPG stockholders' equity	2,775.9	2,393.2
Noncontrolling interests	49.7	39.6
<b>TOTAL STOCKHOLDERS' EQUITY</b>	<b>2,825.6</b>	<b>2,432.8</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ 17,751.9</b>	<b>\$ 15,620.3</b>

The accompanying notes are an integral part of these financial statements.

**THE INTERPUBLIC GROUP OF COMPANIES, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(Amounts in Millions)

	Years ended December 31,		
	2019	2018	2017
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>			
Net income	\$ 673.9	\$ 637.7	\$ 570.4
<b>Adjustments to reconcile net income to net cash provided by operating activities:</b>			
Depreciation and amortization of fixed assets and intangible assets	278.5	202.9	157.1
Provision for uncollectible receivables	10.1	6.5	9.5
Amortization of restricted stock and other non-cash compensation	80.2	82.2	82.0
Net amortization of bond discounts and deferred financing costs	9.3	6.5	5.8
Deferred income tax provision (benefit)	9.7	14.1	(9.5)
Net losses on sales of businesses	43.4	61.9	24.1
Other	9.9	1.2	12.7
<b>Changes in assets and liabilities, net of acquisitions and divestitures, providing (using) cash:</b>			
Accounts receivable	(111.2)	(603.8)	37.6
Accounts receivable, billable to clients	(38.7)	(209.5)	(165.5)
Other current assets	(27.2)	(67.2)	50.1
Accounts payable	546.0	428.7	336.4
Accrued liabilities	27.4	(24.2)	(241.3)
Contract liabilities	46.5	44.9	(12.0)
Changes in operating lease right-of-use assets and lease liabilities	0.7	0.0	0.0
Other non-current assets and liabilities	(29.3)	(16.8)	24.4
Net cash provided by operating activities	1,529.2	565.1	881.8
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>			
Capital expenditures	(198.5)	(177.1)	(155.9)
Acquisitions, net of cash acquired	(0.6)	(2,309.8)	(30.6)
Other investing activities	37.4	(4.6)	(9.7)
Net cash used in investing activities	(161.7)	(2,491.5)	(196.2)
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>			
Exercise of stock options	4.3	15.5	13.1
Proceeds from long-term debt	0.0	2,494.2	0.0
Repurchases of common stock	0.0	(117.1)	(300.1)
Repayment of long-term debt	(403.3)	(104.8)	(324.6)
Common stock dividends	(363.1)	(322.1)	(280.3)
Tax payments for employee shares withheld	(22.4)	(29.2)	(38.8)
Distributions to noncontrolling interests	(21.6)	(16.9)	(20.4)
Net (decrease) increase in short-term borrowings	(19.8)	(17.5)	3.0
Acquisition-related payments	(15.8)	(33.7)	(53.7)
Other financing activities	(1.3)	(15.2)	(3.1)
Net cash (used in) provided by financing activities	(843.0)	1,853.2	(1,004.9)
Effect of foreign exchange rate changes on cash, cash equivalents and restricted cash	(6.0)	(47.3)	16.8
Net increase (decrease) in cash, cash equivalents and restricted cash	518.5	(120.5)	(302.5)
Cash, cash equivalents and restricted cash at beginning of period	677.2	797.7	1,100.2
Cash, cash equivalents and restricted cash at end of period	\$ 1,195.7	\$ 677.2	\$ 797.7

The accompanying notes are an integral part of these financial statements.

**THE INTERPUBLIC GROUP OF COMPANIES, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
(Amounts in Millions)

	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss, Net of Tax	Treasury Stock	Total IPG Stockholders' Equity	Noncontrolling Interests	Total Stockholders' Equity
	Shares	Amount							
Balance at December 31, 2016	394.3	\$ 39.4	\$ 1,199.2	\$ 1,839.9	\$ (964.4)	\$ (63.3)	\$ 2,050.8	\$ 39.6	\$ 2,090.4
Net income				554.4			554.4	16.0	570.4
Other comprehensive income					136.6		136.6	1.5	138.1
Reclassifications related to redeemable noncontrolling interests			(0.3)				(0.3)	0.9	0.6
Noncontrolling interest transactions								(20.9)	(20.9)
Change in redemption value of redeemable noncontrolling interests				(7.9)			(7.9)		(7.9)
Repurchases of common stock						(300.1)	(300.1)		(300.1)
Retirement of treasury stock	(13.4)	(1.3)	(303.1)			304.4	0.0		0.0
Common stock dividends (\$0.72 per share)				(280.3)			(280.3)		(280.3)
Stock-based compensation	5.7	0.6	86.4				87.0		87.0
Exercise of stock options	1.2	0.1	13.1				13.2		13.2
Shares withheld for taxes	(1.6)	(0.2)	(38.8)				(39.0)		(39.0)
Other			(1.3)	(1.6)			(2.9)	(2.3)	(5.2)
Balance at December 31, 2017	386.2	\$ 38.6	\$ 955.2	\$ 2,104.5	\$ (827.8)	\$ (59.0)	\$ 2,211.5	\$ 34.8	\$ 2,246.3
Net income				618.9			618.9	18.8	637.7
Other comprehensive loss					(113.3)		(113.3)	(2.8)	(116.1)
Reclassifications related to redeemable noncontrolling interests							0.0	2.4	2.4
Distributions to noncontrolling interests								(16.9)	(16.9)
Change in redemption value of redeemable noncontrolling interests			41.8	1.1			42.9		42.9
Repurchases of common stock						(117.1)	(117.1)		(117.1)
Retirement of treasury stock	(8.1)	(0.8)	(175.3)			176.1	0.0		0.0
Common stock dividends (\$0.84 per share)				(322.1)			(322.1)		(322.1)
Stock-based compensation	4.8	0.5	87.0				87.5		87.5
Exercise of stock options	1.9	0.2	15.5				15.7		15.7
Shares withheld for taxes	(1.2)	(0.2)	(29.0)				(29.2)		(29.2)
Other			0.7	(2.3)			(1.6)	3.3	1.7
Balance at December 31, 2018	383.6	\$ 38.3	\$ 895.9	\$ 2,400.1	\$ (941.1)	\$ 0.0	\$ 2,393.2	\$ 39.6	\$ 2,432.8

The accompanying notes are an integral part of these financial statements.

**THE INTERPUBLIC GROUP OF COMPANIES, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
(Amounts in Millions)

	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss, Net of Tax	Total IPG Stockholders' Equity	Noncontrolling Interests	Total Stockholders' Equity
	Shares	Amount						
Balance at December 31, 2018	383.6	\$ 38.3	\$ 895.9	\$ 2,400.1	\$ (941.1)	\$ 2,393.2	\$ 39.6	\$ 2,432.8
Cumulative effect of accounting change				1.2		1.2		1.2
Net income				656.0		656.0	17.9	673.9
Other comprehensive income					11.1	11.1	(0.7)	10.4
Reclassifications related to redeemable noncontrolling interests			11.9			11.9	12.7	24.6
Distributions to noncontrolling interests							(21.6)	(21.6)
Change in redemption value of redeemable noncontrolling interests				(0.2)		(0.2)		(0.2)
Common stock dividends (\$0.94 per share)				(363.1)		(363.1)		(363.1)
Stock-based compensation	3.8	0.4	88.7			89.1		89.1
Exercise of stock options	0.6	0.1	4.2			4.3		4.3
Shares withheld for taxes	(1.0)	(0.1)	(22.3)			(22.4)		(22.4)
Other			(1.1)	(4.1)		(5.2)	1.8	(3.4)
Balance at December 31, 2019	<u>387.0</u>	<u>\$ 38.7</u>	<u>\$ 977.3</u>	<u>\$ 2,689.9</u>	<u>\$ (930.0)</u>	<u>\$ 2,775.9</u>	<u>\$ 49.7</u>	<u>\$ 2,825.6</u>

The accompanying notes are an integral part of these financial statements.

**Notes to Consolidated Financial Statements**  
**(Amounts in Millions, Except Per Share Amounts)**

**Note 1: Summary of Significant Accounting Policies**

**Business Description**

The Interpublic Group of Companies, Inc. and subsidiaries (the “Company,” “IPG,” “we,” “us” or “our”) is one of the world’s premier global advertising and marketing services companies. Our agencies create customized marketing programs for clients that range in scale from large global marketers to regional and local clients. Comprehensive global services are critical to effectively serve our multinational and local clients in markets throughout the world, as they seek to build brands, increase sales of their products and services and gain market share.

**Principles of Consolidation**

The Consolidated Financial Statements include the accounts of the Company and its consolidated subsidiaries, some of which are not wholly owned. Investments in companies over which we do not have control, but have the ability to exercise significant influence, are accounted for using the equity method of accounting. Investments in companies over which we have neither control nor have the ability to exercise significant influence are recorded at cost, less any impairment, adjusted for subsequent observable price changes. All intercompany accounts and transactions have been eliminated in consolidation.

We have consolidated certain entities meeting the definition of variable interest entities, and the inclusion of these entities does not have a material impact on our Consolidated Financial Statements.

**Basis of Presentation**

Cost of services is comprised of the expenses of our revenue-producing operating segments including salaries and related expenses, office and other direct expenses and billable expenses, as well as an allocation of the centrally managed expenses from Corporate. Office and other direct expenses include rent expense, professional fees, certain expenses incurred by our staff in servicing our clients and other costs directly attributable to client engagements.

Selling, general and administrative expenses are primarily the unallocated expenses from Corporate, as disclosed further in Note 5, excluding depreciation and amortization.

Depreciation and amortization of the fixed assets and intangible assets of the Company is disclosed as a separate operating expense.

Restructuring charges relate to the Company's implementation of a cost initiative to better align our cost structure with our revenue, as discussed further in Note 11.

**Reclassifications**

Certain reclassifications and immaterial revisions have been made to prior-period financial statements to conform to the current-period presentation. Segment information for the prior period has been recast to conform to the current-period presentation.

**Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (“U.S. GAAP”) requires us to make judgments, assumptions and estimates that affect the amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the reporting date and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates and assumptions.

**Revenue Recognition**

Our revenues are primarily derived from the planning and execution of multi-channel advertising and communications, marketing services, including public relations, meeting and event production, sports and entertainment marketing, corporate and brand identity, strategic marketing consulting, and providing marketing data and technology services around the world.

Most of our client contracts are individually negotiated and, accordingly, the terms of client engagements and the basis on which we earn fees and commissions vary significantly. Our contracts generally provide for termination by either party on relatively short notice, usually 30 to 90 days, although our data management contracts typically have non-cancelable terms of more than one year. Our payment terms vary by client, and the time between invoicing date and due date is typically not significant. We generally have the legally enforceable right to payment for all services provided through the end of the contract or termination date.

We recognize revenue when we determine our customer obtains control of promised goods or services, in an amount that reflects the consideration which we expect to receive in exchange for those goods or services. To determine revenue recognition, we perform the following five steps: (i) identify the contract(s) with a customer; (ii) identify the performance obligations in the

**Notes to Consolidated Financial Statements**  
**(Amounts in Millions, Except Per Share Amounts)**

contract; (iii) determine the transaction price; (iv) allocate the transaction price to the performance obligations in the contract; and (v) recognize revenue as or when we satisfy the performance obligation. We only apply the five-step model to contracts when it is probable that IPG will collect the consideration it is entitled to in exchange for the goods or services it transfers to the customer. At contract inception, we assess the goods or services promised within each contract and determine those that are distinct performance obligations. We then assess whether we act as an agent or a principal for each identified performance obligation and include revenue within the transaction price for third-party costs when we determine that we act as principal. We typically do not capitalize costs to obtain a contract as these amounts would generally be recognized over a period of one year or less.

Net revenue, primarily consisting of fees, commissions and performance incentives, represents the amount of our gross billings excluding billable expenses charged to a client. Generally, our compensation is based on a negotiated fixed price, rate per hour, a retainer, commission or volume. The majority of our fees are recognized over time as services are performed, either utilizing a function of hours incurred and rates per hour, as compared to periodically updated estimates to complete, or ratably over the term of the contract. For certain less-frequent commission-based contracts which contain clauses allowing our clients to terminate the arrangement at any time for no compensation, revenue is recognized at a point in time, typically the date of broadcast or publication. We report revenue net of taxes assessed by governmental authorities that are directly imposed on our revenue-producing transactions.

Contractual arrangements with clients may also include performance incentive provisions designed to link a portion of our revenue to our performance relative to mutually agreed-upon qualitative and/or quantitative metrics. Performance incentives are treated as variable consideration which is estimated at contract inception and included in revenue based on the most likely amount earned out of a range of potential outcomes. Our estimates are based on a combination of historical award experience, anticipated performance and our best judgment. These estimates are updated on a periodic basis and are not expected to result in a reversal of a significant amount of the cumulative revenue recognized.

The predominant component of billable expenses are third-party vendor costs incurred for performance obligations where we have determined that we are acting as principal. These third-party expenses are generally billed back to our clients. Billable expenses also includes incidental costs incurred in the performance of our services including airfare, mileage, hotel stays, out-of-town meals and telecommunication charges. We record these billable expenses within total revenue with a corresponding offset to operating expenses.

In international markets, we may receive rebates or credits from vendors based on transactions entered into on behalf of clients. Rebates and credits are remitted back to our clients in accordance with our contractual requirements or may be retained by us based on the terms of a particular client contract and local law. Amounts owed back to clients are recorded as a liability and amounts retained by us are recorded as revenue when earned.

In certain international markets, our media contracts may allow clients to terminate our arrangement at any time for no compensation to the extent that media has not yet run. For those contracts, we do not recognize revenue until the media runs which is the point in time at which we have a legally enforceable right to compensation.

*Performance Obligations*

Our client contracts may include various goods and services that are capable of being distinct, are distinct within the context of the contract and are therefore accounted for as separate performance obligations. We allocate revenue to each performance obligation in the contract at inception based on its relative standalone selling price.

Our advertising businesses include a wide range of services that involve the creation of an advertising idea, concept, campaign, or marketing strategy in order to promote the client's brand ("creative services"), and to act as an agent to facilitate the production of advertisements by third-party suppliers ("production services"). Our clients can contract us to perform one or both of these services, as they can derive stand-alone benefit from each. Production services can include formatting creative material for different media and communication mediums including digital, large-scale reproduction such as printing and adaptation services, talent engagement and acquisition, television and radio production, and outdoor billboard production. Our contracts that include both services are typically explicit in the description of which activities constitute the creative advertising services and those that constitute the production services. Both the creative and production services are sold separately, the client can derive utility from each service on its own, we do not provide a significant service of integrating these activities into a bundle, the services do not significantly modify one another, and the services are not highly interrelated or interdependent. As such, we typically identify two performance obligations in the assessment of our advertising contracts.

Our media businesses include services to formulate strategic media plans ("media planning services") and to act as an agent to purchase media (e.g. television and radio spots, outdoor advertising, digital banners, etc.) from vendors on their behalf ("media buying services"). Our contracts that include both services are typically explicit in the description of which activities constitute the planning services and those that constitute the buying services. Both the planning and buying services are sold separately, the client can derive utility from each service on its own, we do not provide a significant service of integrating these activities into a

**Notes to Consolidated Financial Statements**  
**(Amounts in Millions, Except Per Share Amounts)**

bundle, the services do not significantly modify one another, and the services are not highly interrelated or interdependent. As such, we typically identify two performance obligations in the assessment of our media contracts.

Our events businesses include creative services related to the conception and planning of custom marketing events as well as activation services which entail the carrying out of the event, including, but not limited to, set-up, design and staffing. Additionally, our public relations businesses include a broad range of services, such as strategic planning, social media strategy and the monitoring and development of communication strategies, among others. While our contracts in these businesses may include some or all of these services, we typically identify only one performance obligation in the assessment of our events and public relations contracts as we provide a significant service of integrating the individual services into a combined service for which the customer has contracted.

Our data and technology services businesses include data management, data and data strategy, identity resolution, and measurement and analytics products and services. While our contracts in these businesses may include some or all of these services, we typically identify each product and service as an individual performance obligation.

We have elected not to disclose information about remaining performance obligations that have original expected durations of one year or less. The majority of our contracts are for periods of one year or less with the exception of our data management contracts.

*Principal vs. Agent*

When a third-party is involved in the delivery of our services to the client, we assess whether or not we are acting as a principal or an agent in the arrangement. The assessment is based on whether we control the specified services at any time before they are transferred to the customer. We have determined that in our events and public relations businesses, we generally act as a principal as our agencies provide a significant service of integrating goods or services provided by third parties into the specified deliverable to our clients. In addition, we have determined that we are responsible for the performance of the third-party suppliers, which are combined with our own services, before transferring those services to the customer. In addition, we have determined that we act as principal when providing creative services and media planning services, as we perform a significant integration service in these transactions. For performance obligations in which we act as principal, we record the gross amount billed to the customer within total revenue and the related incremental direct costs incurred as billable expenses.

When a third-party is involved in the production of an advertising campaign and for media buying services, we have determined that we act as the agent and are solely arranging for the third-party to provide services to the customer. Specifically, we do not control the specified services before transferring those services to the customer, we are not primarily responsible for the performance of the third-party services, nor can we redirect those services to fulfill any other contracts. We do not have inventory risk or discretion in establishing pricing in our contracts with customers. For performance obligations for which we act as the agent, we record our revenue as the net amount of our gross billings less amounts remitted to third parties.

**Cash and Cash Equivalents**

Cash equivalents are highly liquid investments, which include certificates of deposit, government securities, commercial paper and time deposits with original maturities of three months or less at the time of purchase and are stated at estimated fair value, which approximates cost. Cash is maintained at multiple high-credit-quality financial institutions.

**Allowance for Doubtful Accounts**

The allowance for doubtful accounts is estimated based on the aging of accounts receivable, reviews of client credit reports, industry trends and economic indicators, as well as reviews of recent payment history for specific customers. The estimate is based largely on a formula-driven calculation but is supplemented with economic indicators and knowledge of potential write-offs of specific client accounts.

**Accounts Receivable, Billable to Clients**

Accounts receivable, billable to clients are primarily comprised of production and media costs that have been incurred but have not yet been billed to clients, as well as fees that have been earned which have not yet been billed to clients. Unbilled amounts are presented in expenditures billable to clients regardless of whether they relate to our fees or production and media costs. A provision is made for unrecoverable costs as deemed appropriate.

**Accounts Payable**

Accounts payable includes all operating payables, including those related to all media and production costs. These payables are due within one year.



**Notes to Consolidated Financial Statements**  
**(Amounts in Millions, Except Per Share Amounts)**

**Investments**

Equity investments with readily determinable fair values, other than those accounted for using the equity method of accounting, will be measured at fair value. We regularly review our investments to determine whether a significant event or change in circumstances has occurred that may impact the fair value of each investment, with changes to fair value recorded in earnings. We evaluate fair value based on specific information (valuation methodologies, estimates of appraisals, financial statements, etc.) in addition to quoted market price, if available. We consider all known quantitative and qualitative factors in determining if a decline in value of an investment has occurred.

**Derivatives**

We are exposed to market risk related to interest rates, foreign currency rates and certain balance sheet items. From time to time we enter into derivative instruments for risk management purposes, and not for speculative purposes. All derivative instruments are recorded at fair value on our balance sheet. Changes in fair value are immediately included in earnings if the derivatives are not designated as a hedge instrument or if the derivatives do not qualify as effective hedges. For derivatives designated as hedge instruments, we evaluate for hedge accounting both at inception and throughout the hedge period. If a derivative is designated as a fair value hedge, then changes in the fair value of the derivative are offset against the changes in the fair value of the underlying hedged item. If a derivative is designated as a cash flow hedge, then the changes in the fair value of the derivative are recognized as a component of accumulated other comprehensive income and subsequently reclassified to earnings in our Consolidated Statement of Operations in the same period as the underlying hedged transaction affects earnings. If a derivative is a net investment hedge, then the changes in the fair value of the derivative are recognized in other comprehensive income in the same period as the change in fair value of the underlying hedged foreign investment.

**Property and Equipment**

Furniture, equipment, leasehold improvements and buildings are stated at cost, net of accumulated depreciation. Furniture and equipment are depreciated generally using the straight-line method over the estimated useful lives of the related assets, which range from 3 to 7 years for furniture and equipment, 10 to 35 years for buildings and the shorter of the useful life or the remaining lease term for leasehold improvements. Land is stated at cost and is not depreciated.

We capitalize certain internal and external costs incurred to acquire or create internal use software, principally related to our enterprise resource planning ("ERP") systems. Our ERP systems are stated at cost, net of accumulated amortization, and are amortized using the straight-line method over 10 years. All other internal use computer software are stated at cost, net of accumulated amortization and are amortized using the straight-line method over the estimated useful lives of the related assets, which range from 3 to 7 years.

**Leases**

Effective January 1, 2019, we adopted Accounting Standards Codification Topic 842, *Leases* ("ASC 842"), using the modified retrospective transition method. As such, we recognized a right-of-use asset and a corresponding lease liability on our Consolidated Balance Sheet for virtually all of our leases with a term of more than twelve months. Prior-year financial statements were not recast under the new standard. As an accounting policy, we have elected not to apply the recognition requirements to short-term leases, not to separate non-lease components from lease components, and have elected the package of transition provisions available for existing contracts, which allowed us to carry forward our historical assessments of (i) whether contracts are or contain leases, (ii) lease classification and (iii) initial direct costs. The adoption of ASC 842 resulted in operating lease right-of-use assets of \$1,421.1 and operating lease liabilities of \$1,544.4 as of January 1, 2019.

We do not have a material amount of finance leases and the majority of our operating leases, for which we serve as the lessee, consist primarily of real-estate property for our offices around the world. Both the asset and liability are measured at the present value of the future lease payments, with the asset being subject to adjustments such as initial direct costs, prepaid lease payments, and lease incentives. Many of our leases provide for renewal and/or termination options, as well as escalation clauses, which are also factored into our lease payments when appropriate. Our leases have remaining lease terms of 1 year to 20 years. The discount rate used to measure the lease asset and liability is determined at the beginning of the lease term using the rate implicit in the lease, if readily determinable, or using the Company's collateralized credit-adjusted borrowing rate.

**Goodwill and Other Intangible Assets**

We account for our business combinations using the acquisition accounting method, which requires us to determine the fair value of net assets acquired and the related goodwill and other intangible assets. Determining the fair value of assets acquired and liabilities assumed requires management's judgment and involves the use of significant estimates, including projections of future cash inflows and outflows, discount rates, asset lives and market multiples. Considering the characteristics of advertising, specialized marketing and communication services companies, our acquisitions usually do not have significant amounts of tangible

**Notes to Consolidated Financial Statements**  
**(Amounts in Millions, Except Per Share Amounts)**

assets, as the principal asset we typically acquire is creative talent. As a result, a substantial portion of the purchase price is allocated to goodwill and other intangible assets.

We review goodwill as of October 1<sup>st</sup> each year and whenever events or significant changes in circumstances indicate that the carrying value may not be recoverable. We evaluate the recoverability of goodwill at a reporting unit level. We have 12 reporting units that were subject to the 2019 annual impairment testing. Our annual impairment review as of October 1, 2019 did not result in an impairment charge for any of our reporting units.

Intangible assets with indefinite useful lives are not amortized but are evaluated for impairment annually or more frequently if events or changes in circumstances indicate that impairment may exist. The Company first assesses qualitative factors to determine whether it is necessary to perform a quantitative impairment test for indefinite-lived intangible assets. Impairment exists if the fair value of the indefinite-lived intangible asset is less than the carrying value. Our annual impairment review as of October 1, 2019 did not result in an impairment charge for any of our intangible assets with indefinite useful lives.

For reporting units not included in the qualitative assessment, or for any reporting units identified in the qualitative assessment as "more likely than not" that the fair value is less than its carrying value, the quantitative impairment test is performed. For our annual impairment test, we compare the respective fair value of our reporting units' equity to the carrying value of their net assets. The sum of the fair values of all our reporting units is also reconciled to our current market capitalization plus an estimated control premium. Goodwill allocated to a reporting unit whose fair value is equal to or greater than its carrying value is not impaired, and no further testing is required. Should the carrying amount for a reporting unit exceed its fair value, then the quantitative impairment test is failed and impaired goodwill is written down to its fair value with a charge to expense in the period the impairment is identified.

The fair value of each reporting unit for 2019 and 2018 was estimated using a combination of the income approach, which incorporates the use of the discounted cash flow method, and the market approach, which incorporates the use of earnings and revenue multiples based on market data.

We review intangible assets with definite lives subject to amortization whenever events or circumstances indicate that a carrying amount of an asset may not be recoverable. Recoverability of these assets is determined by comparing the carrying value of these assets to the estimated undiscounted future cash flows expected to be generated by these asset groups. These asset groups are impaired when their carrying value exceeds their fair value. Impaired intangible assets with definite lives subject to amortization are written down to their fair value with a charge to expense in the period the impairment is identified. Intangible assets with definite lives are amortized on a straight-line basis with estimated useful lives generally between 7 and 15 years. Events or circumstances that might require impairment testing include the loss of a significant client, the identification of other impaired assets within a reporting unit, loss of key personnel, the disposition of a significant portion of a reporting unit, significant decline in stock price or a significant adverse change in business climate or regulations.

#### **Foreign Currencies**

The functional currency of our foreign operations is generally their respective local currency. Assets and liabilities are translated at the exchange rates in effect at the balance sheet date, and revenues and expenses are translated at the average exchange rates during the period presented. The resulting translation adjustments are recorded as a component of accumulated other comprehensive loss in the stockholders' equity section of our Consolidated Balance Sheets. Currency transaction gains or losses primarily arising from transactions in currencies other than the functional currency are included in office and general expenses. Foreign currency transactions resulted in a pre-tax loss of \$5.3 for the year ended December 31, 2019 and pre-tax gains of \$5.6 and \$1.9 in for the years ended December 31, 2018 and 2017, respectively.

We monitor the currencies of countries in which we operate in order to determine if the country should be considered a highly inflationary environment. A currency is determined to be highly inflationary when there is cumulative inflation of approximately 100% or more over a three-year period. If this occurs the functional currency of that country is changed to our reporting currency, the U.S. Dollar, and foreign exchange gains or losses are recognized on all monetary transactions, assets and liabilities in currencies other than the U.S. Dollar until the currency is no longer considered highly inflationary.

#### **Income Taxes**

The provision for income taxes includes U.S. federal, state, local and foreign taxes. Income taxes are accounted for under the liability method. Deferred tax assets and liabilities are recognized for the estimated future tax consequences of temporary differences between the financial statement carrying amounts and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the year in which the temporary differences are expected to be reversed. We evaluate the realizability of our deferred tax assets and establish a valuation allowance when it is "more likely than not" that all or a portion of the deferred tax assets will not be realized. We evaluate our tax positions using the "more likely than not" recognition threshold and then apply a measurement assessment to those positions that meet the recognition threshold. The

**Notes to Consolidated Financial Statements**  
**(Amounts in Millions, Except Per Share Amounts)**

factors used in assessing valuation allowances include all available evidence, such as past operating results, estimates of future taxable income and the feasibility of tax planning strategies. We have established tax reserves that we believe to be adequate in relation to the potential for additional assessments in each of the jurisdictions in which we are subject to taxation. We regularly assess the likelihood of additional tax assessments in those jurisdictions and adjust our reserves as additional information or events require.

**Redeemable Noncontrolling Interests**

Many of our acquisitions include provisions under which the noncontrolling equity owners can require us to purchase additional interests in a subsidiary at their discretion. Payments for these redeemable noncontrolling interests may be contingent on projected operating performance and satisfying other conditions specified in the related agreements. These payments are also subject to revision in accordance with the terms of the agreements. We record these redeemable noncontrolling interests in “mezzanine equity” in our Consolidated Balance Sheets. Each reporting period, redeemable noncontrolling interests are reported at their estimated redemption value, but not less than their initial fair value. Any adjustment to the redemption value above initial value prior to exercise will also impact retained earnings or additional paid-in capital (“APIC”), but will not impact net income. Adjustments as a result of currency translation will affect the redeemable noncontrolling interest balance, but do not impact retained earnings or additional paid-in capital.

**Earnings Per Share (“EPS”)**

Basic EPS available to IPG common stockholders equals net income available to IPG common stockholders divided by the weighted-average number of common shares outstanding for the applicable period. Diluted EPS equals net income available to IPG common stockholders divided by the weighted-average number of common shares outstanding, plus any additional common shares that would have been outstanding if potentially dilutive shares had been issued.

Diluted EPS reflect the potential dilution that would occur if certain potentially dilutive securities were exercised. The potential issuance of common stock is assumed to occur at the beginning of the year (or at the time of issuance of the potentially dilutive instrument, if later) and the incremental shares are included using the treasury stock method. The proceeds utilized in applying the treasury stock method consist of the amount, if any, to be paid upon exercise and, as it relates to stock-based compensation, the amount of compensation cost attributed to future service not yet recognized. These proceeds are then assumed to be used to purchase common stock at the average market price of our stock during the period. The incremental shares (difference between the shares assumed to be issued and the shares assumed to be purchased), to the extent they would have been dilutive, are included in the denominator of the diluted EPS calculation.

We may be required to calculate basic EPS using the two-class method as a result of our redeemable noncontrolling interests. To the extent that the redemption value increases and exceeds the then-current fair value of a redeemable noncontrolling interest, net income available to IPG common stockholders (used to calculate EPS) could be negatively impacted by that increase, subject to certain limitations. The partial or full recovery of any reductions to net income available to IPG common stockholders (used to calculate EPS) is limited to any cumulative prior-period reductions. For the years ended December 31, 2019, 2018 and 2017, there was no impact to EPS for adjustments related to our redeemable noncontrolling interests.

**Pension and Postretirement Benefits**

We have pension and postretirement benefit plans covering certain domestic and international employees. We use various actuarial methods and assumptions in determining our net pension and postretirement benefit costs and obligations, including the discount rate used to determine the present value of future benefits, expected long-term rate of return on plan assets and healthcare cost trend rates. The overfunded or underfunded status of our pension and postretirement benefit plans is recorded on our Consolidated Balance Sheet.

**Stock-Based Compensation**

Compensation costs related to share-based transactions, including employee stock options, are recognized in the Consolidated Financial Statements based on fair value. Stock-based compensation expense is generally recognized ratably over the requisite service period based on the estimated grant-date fair value, net of estimated forfeitures.

**Treasury Stock**

We account for repurchased common stock under the cost method and include such treasury stock as a component of our Consolidated Statements of Stockholders' Equity. Upon retirement, we reduce common stock for the par value of the shares being retired and the excess of the cost of the shares over par value as a reduction to APIC, to the extent there is APIC in the same class of stock, and any remaining amount to retained earnings. These retired shares remain authorized but unissued.

**Notes to Consolidated Financial Statements**  
**(Amounts in Millions, Except Per Share Amounts)**

During 2019, there was no significant treasury stock activity due to the suspension of the share repurchase program, as disclosed further in Note 7. In October 2018, we retired 8.1 shares of our treasury stock, which resulted in a reduction in common stock of \$0.8, treasury stock of \$176.1 and APIC of \$175.3. In October and November 2017, we retired 13.4 shares of our treasury stock, which resulted in a reduction in common stock of \$1.3, treasury stock of \$304.4 and APIC of \$303.1.

**Note 2: Revenue**

**Disaggregation of Revenue**

The following is a description of the principal activities, by reportable segment, from which we generate revenue. For more detailed information about reportable segments, see Note 15.

*Integrated Agency Networks*

The Integrated Agency Networks ("IAN") segment of IPG principally generates revenue from providing advertising and media services as well as a comprehensive array of global communications, marketing services and data management. Within IAN's advertising business, we typically identify two performance obligations for creative and production services. Depending on the arrangement, we typically act as the principal for our creative services and as the agent for our production services. Within our media business, we also identify two performance obligations for media planning and media buying services. We typically act as the principal for our media planning services and as the agent for media buying services. Generally, our branding arrangements consist of two performance obligations, and we act as the principal for both performance obligations.

*Constituency Management Group*

The Constituency Management Group ("CMG") segment generates revenue from providing events and public relations services as well as sports and entertainment marketing, corporate and brand identity, and strategic marketing consulting. In CMG's events and public relations arrangements, we typically identify one performance obligation, for which we act as the principal in most arrangements. Generally, our branding arrangements consist of two performance obligations, and we act as the principal for both performance obligations.

*Principal Geographic Markets*

Our agencies are located in over 100 countries, including every significant world market. Our geographic revenue breakdown is listed below.

<b>Total revenue:</b>	<b>Years ended December 31,</b>		
	<b>2019</b>	<b>2018</b>	<b>2017</b>
United States	\$ 6,368.7	\$ 5,851.0	\$ 5,417.3
International:			
United Kingdom	871.8	881.4	775.7
Continental Europe	842.9	840.2	780.6
Asia Pacific	1,102.3	1,170.8	1,106.4
Latin America	431.6	389.0	386.6
Other	604.0	582.0	581.0
Total International	3,852.6	3,863.4	3,630.3
Total Consolidated	\$ 10,221.3	\$ 9,714.4	\$ 9,047.6

**Notes to Consolidated Financial Statements**  
(Amounts in Millions, Except Per Share Amounts)

	Years ended December 31,		
	2019	2018	2017
<b>Net revenue:</b>			
United States	\$ 5,386.1	\$ 4,825.0	\$ 4,458.8
International:			
United Kingdom	727.0	711.7	613.1
Continental Europe	742.4	737.5	687.8
Asia Pacific	858.3	896.8	866.9
Latin America	389.9	350.1	350.8
Other	521.4	510.5	496.1
Total International	3,239.0	3,206.6	3,014.7
Total Consolidated	\$ 8,625.1	\$ 8,031.6	\$ 7,473.5

	Years ended December 31,		
	2019	2018	2017
<b>IAN</b>			
<b>Total revenue:</b>			
United States	\$ 4,912.5	\$ 4,447.0	\$ 4,062.3
International	3,113.9	3,109.1	2,947.3
Total IAN	\$ 8,026.4	\$ 7,556.1	\$ 7,009.6

<b>Net revenue:</b>			
United States	\$ 4,557.5	\$ 4,000.4	\$ 3,660.6
International	2,790.7	2,767.1	2,606.1
Total IAN	\$ 7,348.2	\$ 6,767.5	\$ 6,266.7

	Years ended December 31,		
	2019	2018	2017
<b>CMG</b>			
<b>Total revenue:</b>			
United States	\$ 1,456.2	\$ 1,404.0	\$ 1,355.0
International	738.7	754.3	683.0
Total CMG	\$ 2,194.9	\$ 2,158.3	\$ 2,038.0

<b>Net revenue:</b>			
United States	\$ 828.6	\$ 824.6	\$ 798.2
International	448.3	439.5	408.6
Total CMG	\$ 1,276.9	\$ 1,264.1	\$ 1,206.8

**Contract Balances**

The following table provides information about receivables, contract assets and contract liabilities from contracts with customers.

	December 31, 2019	December 31, 2018
Accounts receivable, net of allowance of \$40.2 and \$42.5, respectively	\$ 5,209.2	\$ 5,126.6
Accounts receivable, billable to clients	1,934.1	1,900.6
Contract assets	63.0	67.9
Contract liabilities (deferred revenue)	585.6	533.9

**Notes to Consolidated Financial Statements**  
**(Amounts in Millions, Except Per Share Amounts)**

Contract assets are primarily comprised of contract incentives that are generally satisfied annually under the terms of our contracts and are transferred to accounts receivable when the right to payment becomes unconditional. Contract liabilities relate to advance consideration received from customers under the terms of our contracts primarily related to reimbursements of third-party expenses, whether we act as principal or agent, and to a lesser extent, periodic retainer fees, both of which are generally recognized shortly after billing.

The majority of our contracts are for periods of one year or less with the exception of our data management contracts. For those contracts with a term of more than one year, we had approximately \$704.0 of unsatisfied performance obligations as of December 31, 2019, which will be recognized as services are performed over the remaining contractual terms through 2026.

**Note 3: Leases**

Effective January 1, 2019, we adopted Accounting Standards Codification Topic 842, *Leases*, using the modified retrospective transition method. As such, we have recognized a right-of-use asset and a corresponding lease liability on our Consolidated Balance Sheet for virtually all of our leases with a term of more than twelve months. Prior-year financial statements were not recast under the new standard and, therefore, those amounts are not presented below. As an accounting policy, we have elected not to apply the recognition requirements to short-term leases, not to separate non-lease components from lease components, and have elected the package of transition provisions available for existing contracts, which allowed us to carry forward our historical assessments of (i) whether contracts are or contain leases, (ii) lease classification and (iii) initial direct costs.

We do not have a material amount of finance leases and the majority of our operating leases, for which we serve as the lessee, consist primarily of real-estate property for our offices around the world. Both the asset and liability are measured at the present value of the future lease payments, with the asset being subject to adjustments such as initial direct costs, prepaid lease payments, and lease incentives. Many of our leases provide for renewal and/or termination options, as well as escalation clauses, which are also factored into our lease payments when appropriate. Our leases have remaining lease terms of 1 year to 20 years. The discount rate used to measure the lease asset and liability is determined at the beginning of the lease term using the rate implicit in the lease, if readily determinable, or using the Company's collateralized credit-adjusted borrowing rate.

The following table presents information on our operating leases for the full year of 2019.

	<b>Twelve months ended</b>
	<b>December 31, 2019</b>
Operating lease cost	\$ 325.2
Short-term lease cost	13.8
Sublease income	(12.9)
Total lease cost	\$ 326.1
	<b>Twelve months ended</b>
	<b>December 31, 2019</b>
Cash paid for amounts included in the measurement of lease liabilities	\$ 334.1
Right-of-use assets obtained in exchange for lease liabilities	\$ 422.8
	<b>As of December 31, 2019</b>
Weighted-average remaining lease term	Eight years
Weighted-average discount rate	4.26%

**Notes to Consolidated Financial Statements**  
**(Amounts in Millions, Except Per Share Amounts)**

Our future payments of our operating leases as of December 31, 2019 are listed in the table below.

<b>Period</b>	<b>Net Rent</b>
2020	\$ 333.5
2021	300.7
2022	267.5
2023	209.7
2024	183.5
Thereafter	716.1
Total future lease payments	2,011.0
Less: imputed interest	314.2
Present value of future lease payments	1,696.8
Less: current portion of operating leases	267.2
Non-current operating leases	\$ 1,429.6

Our future payments of our operating leases as of December 31, 2018 are listed in the table below.

<b>Period</b>	<b>Rent Obligations</b>	<b>Sublease Rental Income</b>	<b>Net Rent</b>
2019	\$ 352.0	\$ (7.7)	\$ 344.3
2020	324.3	(5.2)	319.1
2021	282.3	(2.2)	280.1
2022	242.5	(1.3)	241.2
2023	184.0	(0.6)	183.4
Thereafter	714.6	(0.5)	714.1
Total future lease payments	\$ 2,099.7	\$ (17.5)	\$ 2,082.2

As of December 31, 2019, we had additional operating leases that had not yet commenced with future lease payments of approximately \$238.0 that will commence within the year 2020 and lease terms of 4 to 15 years.

**Notes to Consolidated Financial Statements – (continued)**  
(Amounts in Millions, Except Per Share Amounts)

**Note 4: Debt and Credit Arrangements**
**Long-Term Debt**

A summary of the carrying amounts and fair values of our long-term debt is listed below.

	Effective Interest Rate	December 31,			
		2019		2018	
		Book Value	Fair Value <sup>1</sup>	Book Value	Fair Value <sup>1</sup>
3.50% Senior Notes due 2020 (less unamortized discount and issuance costs of \$0.4 and \$1.1, respectively)	3.89%	\$ 498.5	\$ 505.4	\$ 496.6	\$ 499.9
3.75% Senior Notes due 2021 (less unamortized discount and issuance costs of \$0.2 and \$1.9, respectively)	3.98%	497.9	513.5	496.8	503.2
4.00% Senior Notes due 2022 (less unamortized discount and issuance costs of \$0.7 and \$0.6, respectively)	4.13%	248.7	258.8	248.2	250.3
3.75% Senior Notes due 2023 (less unamortized discount and issuance costs of \$0.5 and \$1.3, respectively)	4.32%	498.2	522.8	497.7	491.4
4.20% Senior Notes due 2024 (less unamortized discount and issuance costs of \$0.4 and \$1.8, respectively)	4.24%	497.8	538.1	497.3	492.6
4.65% Senior Notes due 2028 (less unamortized discount and issuance costs of \$1.5 and \$3.9, respectively)	4.78%	494.6	564.3	494.0	494.1
5.40% Senior Notes due 2048 (less unamortized discount and issuance costs of \$2.7 and \$5.4, respectively)	5.48%	491.9	617.1	491.7	474.1
Term Loan due 2021 - LIBOR plus 1.25%		—	—	400.0	400.0
Other notes payable and capitalized leases		46.3	45.5	38.0	38.0
Total long-term debt		3,273.9		3,660.3	
Less: current portion		502.0		0.1	
Long-term debt, excluding current portion		<u>\$ 2,771.9</u>		<u>\$ 3,660.2</u>	

<sup>1</sup> See Note 13 for information on the fair value measurement of our long-term debt.

Annual maturities are scheduled as follows based on the book value as of December 31, 2019.

2020	\$ 502.0
2021	501.4
2022	248.9
2023	498.3
2024	497.8
Thereafter	1,025.5
Total long-term debt	<u>\$ 3,273.9</u>

Our 3.50% Senior Notes in aggregate principal amount of \$500.0 mature on October 1, 2020. We expect to use available cash as well as additional commercial paper as needed. For those debt securities that have a premium or discount at the time of issuance, we amortize the amount through interest expense based on the maturity date or the first date the holders may require us to repurchase the debt securities, if applicable. A premium would result in a decrease in interest expense, and a discount would result in an increase in interest expense in future periods. Additionally, we have debt issuance costs related to certain financing transactions which are also amortized through interest expense. As of December 31, 2019 and 2018, we had total unamortized debt issuance costs of \$21.6 and \$26.0, respectively.

Our debt securities include covenants that, among other things, limit our liens and the liens of certain of our consolidated subsidiaries, but do not require us to maintain any financial ratios or specified levels of net worth or liquidity.

**Debt Transactions**
**Term Loan Agreement**

On October 1, 2018, in order to fund the acquisition of Acxiom, we entered into financing arrangements with third-party lenders under a three-year term loan agreement (the "Term Loan Agreement"). We fully paid off the outstanding balance under



**Notes to Consolidated Financial Statements – (continued)**  
**(Amounts in Millions, Except Per Share Amounts)**

the Term Loan Agreement as of December 31, 2019, with payments of \$100.0, \$200.0 and \$100.0, on June 13, 2019, September 9, 2019 and December 12, 2019, respectively.

#### ***Credit Agreements***

We maintain a committed corporate credit facility, originally dated as of July 18, 2008, which has been amended and restated from time to time (the "Credit Agreement"). We use our Credit Agreement to increase our financial flexibility, to provide letters of credit primarily to support obligations of our subsidiaries and to support our commercial paper program. On November 1, 2019, we entered into an amendment and restatement (the "Amendment") of the Credit Agreement. Under the Amendment, among other things, the maturity date of the Credit Agreement was extended to November 1, 2024, and the cost structure of the Credit Agreement was changed. The Amendment also removed the interest coverage ratio financial covenant; however, the Company remains subject to the leverage ratio financial covenant, among other customary covenants. At the election of the Company, the leverage ratio financial covenant may be changed to not more than 4.00 to 1.00 for four consecutive fiscal quarters, beginning with the fiscal quarter in which there is an occurrence of one or more acquisitions with an aggregate purchase price of at least \$200.0.

The Credit Agreement is a revolving facility under which amounts borrowed by us or any of our subsidiaries designated under the Credit Agreement may be repaid and reborrowed, subject to an aggregate lending limit of \$1,500.0, or the equivalent in other currencies. The Company has the ability to increase the commitments under the Credit Agreement from time to time by an additional amount of up to \$250.0, provided the Company receives commitments for such increases and satisfies certain other conditions. The aggregate available amount of letters of credit outstanding may decrease or increase, subject to a sublimit on letters of credit of \$50.0, or the equivalent in other currencies. Our obligations under the Credit Agreement are unsecured. As of December 31, 2019 and 2018, there were no borrowings under the Credit Agreement; however, we had \$8.4 and \$8.5 of letters of credit under the Credit Agreement, which reduced our total availability to \$1,491.6 and \$1,491.5, respectively.

Under the Credit Agreement, we can elect to receive advances bearing interest based on either the Base Rate or the Eurocurrency rate (each as defined in the Credit Agreement) plus an applicable margin that is determined based on our credit ratings. As of December 31, 2019, the applicable margin was 0.125% for Base Rate advances and 1.125% for Eurocurrency Rate borrowings. Letter of credit fees accrue on the average daily aggregate amount of letters of credit outstanding, at a rate equal to the applicable margin for Eurocurrency rate advances, and fronting fees accrue on the aggregate amount of letters of credit outstanding at an annual rate of 0.25%. We also pay a facility fee on each lender's revolving commitment of 0.125%, which is an annual rate determined based on our credit ratings.

In addition to other and customary covenants, we are required to maintain the financial covenant listed below as of the end of each fiscal quarter for the period of four fiscal quarters then ended pursuant to our Credit Agreement. We were in compliance with our covenant in the Credit Agreement as of December 31, 2019.

	<b><u>Financial Covenants</u><sup>1</sup></b>
Leverage ratio (not greater than): <sup>1</sup>	3.75x

<sup>1</sup> The leverage ratio is defined as debt as of the last day of such fiscal quarter to EBITDA, as defined in the Credit Agreement, for the four quarters then ended. Pursuant to July 2018 Amendment No. 1 to the Credit Agreement, the maximum leverage ratio decreased from 4.00x to 3.75x on the last day of the fourth full fiscal quarter ending after the Acxiom closing date on October 1, 2018.

We also have uncommitted lines of credit with various banks that permit borrowings at variable interest rates and that are primarily used to fund working capital needs. We have guaranteed the repayment of some of these borrowings made by certain subsidiaries. If we lose access to these credit lines, we would have to provide funding directly to some of our operations. As of December 31, 2019 and 2018, the Company had uncommitted lines of credit in an aggregate amount of \$1,056.0 and \$1,173.1, under which we had outstanding borrowings of \$52.4 and \$73.7 classified as short-term borrowings on our Consolidated Balance Sheets, respectively. The average amounts outstanding during 2019 and 2018 were \$88.0 and \$96.4, respectively, with weighted-average interest rates of approximately 5.2% and 4.5%, respectively.

#### ***Commercial Paper***

The Company is authorized to issue unsecured commercial paper up to a maximum aggregate amount outstanding at any time of \$1,500.0. Borrowings under the commercial paper program are supported by the Credit Agreement described above. Commercial paper proceeds are used for working capital and general corporate purposes, including the repayment of maturing indebtedness and other short-term liquidity needs. Commercial paper maturities vary but may not exceed 397 days from the date of issue. As of December 31, 2019 and 2018, there was no commercial paper outstanding. The average amounts outstanding under the program in 2019 and 2018 were \$312.9 and \$648.7 with weighted-average interest rates of approximately 2.5% and 2.4% and weighted-average maturities of thirteen and twenty-two days, respectively.

**Notes to Consolidated Financial Statements – (continued)**  
**(Amounts in Millions, Except Per Share Amounts)**

**Cash Pooling**

We aggregate our domestic cash position on a daily basis. Outside the United States, we use cash pooling arrangements with banks to help manage our liquidity requirements. In these pooling arrangements, several IPG agencies agree with a single bank that the cash balances of any of the agencies with the bank will be subject to a full right of set-off against amounts other agencies owe the bank, and the bank provides for overdrafts as long as the net balance for all agencies does not exceed an agreed-upon level. Typically, each agency pays interest on outstanding overdrafts and receives interest on cash balances. Our Consolidated Balance Sheets reflect cash, net of bank overdrafts, under all of our pooling arrangements, and as of December 31, 2019 and 2018 the amounts netted were \$2,274.9 and \$2,065.8, respectively.

**Note 5: Earnings Per Share**

The following sets forth basic and diluted earnings per common share available to IPG common stockholders.

	Years ended December 31,		
	2019	2018	2017
<b>Net income available to IPG common stockholders</b>	\$ 656.0	\$ 618.9	\$ 554.4
<b>Weighted-average number of common shares outstanding - basic</b>	386.1	383.3	389.6
Dilutive effect of stock options and restricted shares	5.1	5.7	7.7
<b>Weighted-average number of common shares outstanding - diluted</b>	<u>391.2</u>	<u>389.0</u>	<u>397.3</u>
<b>Earnings per share available to IPG common stockholders:</b>			
Basic	\$ 1.70	\$ 1.61	\$ 1.42
Diluted	\$ 1.68	\$ 1.59	\$ 1.40

**Note 6: Acquisitions**

***Acxiom Acquisition***

On October 1, 2018, pursuant to the terms of the Membership Interest Purchase Agreement dated as of July 2, 2018, the Company completed the acquisition of Acxiom Holdings, Inc.'s Marketing Solutions business ("Acxiom") through the acquisition of 100% of the equity interests of Acxiom for \$2,327.9, subject to customary closing adjustments. The purpose of the acquisition is to combine the Company's media, creative, marketing services and analytics capabilities, global scale and consumer insights, with Acxiom's expertise in identity, data, integrations and data stewardship.

The Company funded the acquisition of Acxiom from a term loan agreement with third-party lenders for \$500.0 and unsecured senior notes issued for a total of \$2,000.0 in aggregate principal amount.

The following table summarizes the fair values of the assets acquired and liabilities assumed at the closing date:

	October 1, 2018
Cash and cash equivalents	\$ 13.3
Accounts receivable	112.9
Accounts receivable, billable to clients	8.3
Other current assets	28.2
Property and equipment, net	159.7
Deferred income taxes	(0.6)
Goodwill	1,110.8
Intangible assets, net	995.0
Other non-current assets	8.3
Accounts payable	(37.1)
Accrued liabilities	(46.9)
Contract liabilities	(23.2)
Other non-current liabilities	(0.8)
Net assets acquired	<u>\$ 2,327.9</u>

**Notes to Consolidated Financial Statements – (continued)**  
**(Amounts in Millions, Except Per Share Amounts)**

The fair values of the identifiable intangible assets acquired at the closing date are as follows:

	<b>Fair Value</b>	<b>Weighted Average Amortization Period (Years)</b>
Customer lists	\$ 600.0	15.0
Know-how and technology	235.0	9.0
Trade names	160.0	15.0 to indefinite
Total intangible assets	\$ 995.0	

The fair value of the customer lists was determined by applying the multi-period excess earnings method, a variation of the income approach. The fair values of the know-how and technology and the trade names were determined using the relief from royalty method of the income approach. Goodwill generated by the Acxiom acquisition, the majority of which is tax deductible, primarily relates to intangible assets that do not qualify for separate recognition, including assembled workforce and synergies. The purchase accounting for the transaction was finalized during the third quarter of 2019, including the assignment of goodwill related to the transaction-associated synergies. There were no material adjustments to the preliminary amounts recorded.

The operating results of Acxiom for the period from October 1, 2018 to December 31, 2018, including net revenue of \$181.7 and net income available to IPG common stockholders of \$20.4, are included in our Consolidated Statements of Operations for the year ended December 31, 2018.

The Company incurred a total of \$35.0 in "Selling, general and administrative expenses," \$3.7 in "Interest expense," \$0.4 in "Interest income" and \$10.3 in "Other expense, net," for transaction-related costs in connection with the acquisition.

The following table presents the combined results of the Company and Acxiom for the years ended December 31, 2018 and 2017 on an unaudited pro forma basis, as if the acquisition had occurred on January 1, 2017. The unaudited pro forma financial information is presented for informational purposes only and is not indicative of the results of operations that would have been achieved if that acquisition had taken place at the beginning of January 1, 2017. It also does not reflect changes in cost structure or operations resulting from restructuring activities, changes in the business, or future events that may occur after the completion of the acquisition. The pro forma combined results of operations shown below include after-tax nonrecurring transaction-related charges of \$27.6 in 2017, and the business combination accounting effects resulting from the acquisition.

	<b>(Unaudited)</b>	
	<b>December 31,</b>	
	<b>2018</b>	<b>2017</b>
Pro forma revenues	\$ 10,230.4	\$ 9,736.1
Pro forma net income	642.2	519.2

**Other Acquisitions**

We continue to evaluate strategic opportunities to expand our industry expertise, strengthen our position in high-growth and key strategic geographical markets and industry sectors, advance technological capabilities and improve operational efficiency through both acquisitions and increased ownership interests in current investments. Our acquisitions typically provide for an initial payment at the time of closing and additional contingent purchase price payments based on the future performance of the acquired entity. We have entered into agreements that may require us to purchase additional equity interests in certain consolidated and unconsolidated subsidiaries. The amounts at which we record these transactions in our financial statements are based on estimates of the future financial performance of the acquired entity, the timing of the exercise of these rights, changes in foreign currency exchange rates and other factors.

During 2019, we completed one acquisition, a content communications agency based in the U.K. This acquisition was included in the IAN reportable segment. During 2019, we recorded approximately \$7.6 of goodwill and other intangible assets related to our acquisitions.

During 2018, we completed five acquisitions, two of which were included in the IAN reportable segment, and three of which were included in the CMG reportable segment. These acquisitions include a data and technology company based in the U.S., as discussed in detail above, a full-service digital agency based in Brazil, an entertainment marketing and brand licensing agency in the fashion and lifestyle sector based in the U.K., a content-focused social creative agency based in the U.K. and a content production firm based in Israel. During 2018, we recorded approximately \$2,131.0 of goodwill and other intangible assets related to our acquisitions.

**Notes to Consolidated Financial Statements – (continued)**  
**(Amounts in Millions, Except Per Share Amounts)**

During 2017, we completed ten acquisitions, eight of which were included in the IAN reportable segment, and two of which were included in the CMG reportable segment. The most significant acquisitions included a product and service design consultancy based in the U.S., an integrated healthcare marketing communications agency based in the U.S., a content creation and digital agency with offices in the U.S. and the U.K., a mobile consultancy and application development agency based in the U.K., a full-service public relations and digital agency based in China, a search engine optimization and digital content marketing agency based in the U.K., and a mobile focused digital agency based in the U.K. During 2017, we recorded approximately \$62.0 of goodwill and other intangible assets related to our acquisitions.

The results of operations of our acquired companies were included in our consolidated results from the closing date of each acquisition. We did not make any payments in stock related to our acquisitions in 2019, 2018 or 2017.

Details of cash paid for current and prior years' acquisitions are listed below.

	Years ended December 31,		
	2019	2018	2017
Cost of investment: current-year acquisitions <sup>1</sup>	\$ 0.6	\$ 2,323.4	\$ 36.8
Cost of investment: prior-year acquisitions	15.8	33.9	54.6
Less: net cash acquired	—	(13.8)	(7.1)
Total cost of investment	16.4	2,343.5	84.3
Operating payments <sup>2</sup>	9.3	19.4	47.1
Total cash paid for acquisitions <sup>3</sup>	\$ 25.7	\$ 2,362.9	\$ 131.4

- 1 The cost of investment: current-year acquisitions line significantly increased in the year ended December 31, 2018, primarily as a result of payments related to the acquisition of Acxiom.
- 2 Represents cash payments for amounts that have been recognized in operating expenses since the date of acquisition either relating to adjustments to estimates in excess of the initial value of contingent payments recorded or were contingent upon the future employment of the former owners of the acquired companies. Amounts are reflected in the operating section of the Consolidated Statements of Cash Flows.
- 3 Of the total cash paid for acquisitions, \$0.6, \$2,309.8 and \$30.6 for the years ended December 31, 2019, 2018 and 2017, respectively, are classified under the investing section of the Consolidated Statements of Cash Flows as acquisitions, net of cash acquired. These amounts relate to initial payments for new transactions. Of the total cash paid for acquisitions, \$15.8, \$33.7 and \$53.7 for the years ended December 31, 2019, 2018 and 2017, respectively, are classified under the financing section of the Consolidated Statements of Cash Flows as acquisition-related payments. These amounts relate to deferred payments and increases in our ownership interest for prior acquisitions.

For companies acquired, we estimate the fair values of the assets and liabilities based on 100% of the business for consolidation. The purchase price in excess of the estimated fair value of the tangible net assets acquired is allocated to identifiable intangible assets and then to goodwill. Due to the characteristics of advertising, specialized marketing and communication services companies, our acquisitions typically do not have significant amounts of tangible assets since the principal assets we acquire are client relationships and talent. As a result, a substantial portion of the purchase price is primarily allocated to customer lists, trade names and goodwill.

For acquisitions we record deferred payment and redeemable noncontrolling interest amounts on our Consolidated Balance Sheets based on their acquisition-date fair value. Deferred payments are recorded on a discounted basis and adjusted quarterly, if necessary, through operating income or net interest expense, depending on the nature of the arrangement, for both changes in estimate and accretion between the acquisition date and the final payment date. See Note 16 for further information on contingent acquisition obligations. Redeemable noncontrolling interests are adjusted quarterly, if necessary, to their estimated redemption value, but not less than their initial fair value. Any adjustments to the redemption value impact retained earnings or additional paid in capital, except for foreign currency translation adjustments. The following table presents changes in our redeemable noncontrolling interests.

**Notes to Consolidated Financial Statements – (continued)**  
(Amounts in Millions, Except Per Share Amounts)

	Years ended December 31,		
	2019	2018	2017
Balance at beginning of period	\$ 167.9	\$ 252.1	\$ 252.8
Change in related noncontrolling interests balance	(2.8)	(10.7)	(2.8)
Changes in redemption value of redeemable noncontrolling interests:			
Additions	24.3	0.0	7.7
Redemptions and other	(24.9)	(33.7)	(18.5)
Redemption value adjustments	0.2	(39.8)	12.9
Balance at end of period	<u>\$ 164.7</u>	<u>\$ 167.9</u>	<u>\$ 252.1</u>

For all acquisitions, if a portion of the deferred payments and purchases of additional interests after the effective date of purchase are contingent upon employment terms, then that amount is accounted for separately from the business combination and recognized as compensation expense over the required earn-out period. Payments deemed as compensation are excluded from the fair value purchase price allocation to tangible net assets and intangible assets acquired.

**Note 7: Supplementary Data**

*Valuation and Qualifying Accounts – Allowance for Uncollectible Accounts Receivable*

	Years ended December 31,		
	2019	2018	2017
Balance at beginning of period	\$ 42.5	\$ 42.7	\$ 55.7
Charges to costs and expenses	10.1	6.5	9.5
Adjustments:			
Acquisitions/(dispositions)	(0.3)	2.2	(1.0)
Uncollectible accounts written off	(11.9)	(7.1)	(25.5)
Foreign currency translation adjustments	(0.2)	(1.8)	4.0
Balance at end of period	<u>\$ 40.2</u>	<u>\$ 42.5</u>	<u>\$ 42.7</u>

*Property and Equipment*

	December 31,	
	2019	2018
Furniture and equipment	\$ 694.3	\$ 681.7
Leasehold improvements	634.9	629.0
Internal-use computer software	422.0	368.5
Land and buildings	143.3	146.6
Gross property and equipment	1,894.5	1,825.8
Less: accumulated depreciation and amortization	(1,116.4)	(1,034.9)
Total property and equipment, net	<u>\$ 778.1</u>	<u>\$ 790.9</u>

Total depreciation and amortization expense, which excludes the amortization of acquired intangibles, for property and equipment for the years ended December 31, 2019, 2018 and 2017 was \$192.5, \$165.3 and \$136.0, respectively.

**Notes to Consolidated Financial Statements – (continued)**  
**(Amounts in Millions, Except Per Share Amounts)**

**Accrued Liabilities**

The following table presents the components of accrued liabilities.

	December 31,	
	2019	2018
Salaries, benefits and related expenses	\$ 494.1	\$ 494.9
Acquisition obligations	45.7	65.7
Office and related expenses	26.9	52.2
Interest	38.8	43.6
Restructuring charges	1.6	0.0
Other	135.7	150.5
Total accrued liabilities	\$ 742.8	\$ 806.9

**Other Expense, Net**

Results of operations include certain items that are not directly associated with our revenue-producing operations.

	Years ended December 31,		
	2019	2018	2017
Net losses on sales of businesses	\$ (43.4)	\$ (61.9)	\$ (24.1)
Other	0.5	(7.7)	(2.1)
Total other expense, net	\$ (42.9)	\$ (69.6)	\$ (26.2)

*Net losses on sales of businesses* – During 2019, the amounts recognized were related to sales of businesses and the classification of certain assets and liabilities, consisting primarily of cash, as held for sale within our IAN and CMG reportable segments. During 2018, the amounts recognized were related to sales of businesses and the classification of certain assets and liabilities, consisting primarily of cash, as held for sale within our IAN and CMG reportable segments. During 2017, the amounts recognized were related to sales of businesses and the classification of certain assets and liabilities, consisting primarily of cash, accounts receivable and accounts payable, as held for sale within our IAN reportable segment. The businesses held for sale as of year end primarily represent unprofitable, non-strategic agencies which are expected to be sold within the next twelve months.

*Other* – During 2019, the amounts recognized are primarily a result of changes in fair market value of equity investments, partially offset by the sale of an equity investment. During 2018, the amounts recognized are primarily a result of transaction-related costs from the Acxiom acquisition, partially offset by changes in fair market value of equity investments.

**Share Repurchase Program**

On July 2, 2018, in connection with the announcement of the Acxiom acquisition, we announced that share repurchases will be suspended for a period of time in order to reduce the increased debt levels incurred in conjunction with the acquisition. As of December 31, 2019, \$338.4, excluding fees, remains available for repurchase under the share repurchase programs authorized in previous years, which has no expiration date.

**Supplemental Cash Flow Information**

	Years ended December 31,		
	2019	2018	2017
Cash paid for interest	\$ 192.7	\$ 88.7	\$ 82.3
Cash paid for income taxes, net of refunds <sup>1</sup>	150.2	207.9	228.4

<sup>1</sup> Refunds of \$92.6, \$24.3 and \$31.9 were received for the years ended December 31, 2019, 2018 and 2017, respectively.

**Notes to Consolidated Financial Statements – (continued)**  
(Amounts in Millions, Except Per Share Amounts)

**Note 8: Goodwill and Other Intangible Assets**

**Goodwill**

Goodwill is the excess purchase price remaining from an acquisition after an allocation of purchase price has been made to identifiable assets acquired and liabilities assumed based on estimated fair values. The changes in the carrying value of goodwill for our segments, IAN and CMG, for the years ended December 31, 2019 and 2018 are listed below.

	IAN <sup>1</sup>	CMG	Total <sup>2</sup>
Balance as of December 31, 2017	\$ 3,161.8	\$ 658.6	\$ 3,820.4
Acquisitions	1,112.0	20.0	1,132.0
Foreign currency and other	(64.5)	(12.0)	(76.5)
Balance as of December 31, 2018	\$ 4,209.3	\$ 666.6	\$ 4,875.9
Acquisitions	2.1	0.7	2.8
Foreign currency and other	14.4	1.3	15.7
Balance as of December 31, 2019	\$ 4,225.8	\$ 668.6	\$ 4,894.4

<sup>1</sup> During 2018, the increase in goodwill is primarily due to the acquisition of Acxiom. See Note 6 for further information on the Acxiom acquisition.

<sup>2</sup> For all periods presented, no goodwill impairment charge has been recorded.

See Note 1 for information regarding our annual impairment methodology.

**Other Intangible Assets**

Other intangible assets primarily consist of customer lists and know-how and technology, which have definite lives and are subject to amortization on a straight-line basis with estimated useful lives generally between 7 and 15 years, as well as trade names which have both indefinite and definite lives which are subject to amortization on a straight-line basis with estimated useful lives of 15 years. Amortization expense for other intangible assets for the years ended December 31, 2019, 2018 and 2017 was \$86.0, \$37.6 and \$21.1, respectively. There were no material impairment charges on other intangibles for the years ended December 31, 2019, 2018 and 2017. During 2019 and 2018, we recorded approximately \$5.0 and \$999.0 of other intangible assets related to our acquisitions in the respective year. The increase in 2018 is primarily due to the acquisition of Acxiom.

The following table provides a summary of other intangible assets, which are included in our Consolidated Balance Sheets.

	December 31,					
	2019			2018		
	Gross Amount	Accumulated Amortization	Net Amount	Gross Amount	Accumulated Amortization	Net Amount
Customer lists	\$ 861.4	\$ (244.6)	\$ 616.8	\$ 857.2	\$ (190.9)	\$ 666.3
Know-how and technology	235.0	(32.9)	202.1	235.0	(6.5)	228.5
Trade names	226.2	(41.3)	184.9	226.2	(36.8)	189.4
Other	14.3	(3.8)	10.5	14.3	(3.8)	10.5
Total	\$ 1,336.9	\$ (322.6)	\$ 1,014.3	\$ 1,332.7	\$ (238.0)	\$ 1,094.7

The estimated annual amortization expense for other intangible assets for the next five years as of December 31, 2019 is listed below.

	2020	2021	2022	2023	2024
Estimated amortization expense	\$ 88.4	\$ 86.9	\$ 82.9	\$ 78.6	\$ 76.8

**Notes to Consolidated Financial Statements – (continued)**  
(Amounts in Millions, Except Per Share Amounts)

**Note 9: Income Taxes**

The components of income before income taxes are listed below.

	Years ended December 31,		
	2019	2018	2017
Domestic	\$ 557.4	\$ 474.0	\$ 514.8
Foreign	320.9	364.0	326.0
Total	<u>\$ 878.3</u>	<u>\$ 838.0</u>	<u>\$ 840.8</u>

The provision for income taxes is listed below.

	Years ended December 31,		
	2019	2018	2017
U.S. federal income taxes (including foreign withholding taxes):			
Current	\$ 92.2	\$ 38.1	\$ 154.1
Deferred	9.5	29.9	(37.6)
	<u>101.7</u>	<u>68.0</u>	<u>116.5</u>
State and local income taxes:			
Current	10.7	25.1	18.8
Deferred	8.7	3.4	19.7
	<u>19.4</u>	<u>28.5</u>	<u>38.5</u>
Foreign income taxes:			
Current	92.2	121.9	107.9
Deferred	(8.5)	(19.2)	8.4
	<u>83.7</u>	<u>102.7</u>	<u>116.3</u>
Total	<u>\$ 204.8</u>	<u>\$ 199.2</u>	<u>\$ 271.3</u>

A reconciliation of the effective income tax rate as reflected in our Consolidated Statements of Operations to the U.S. federal statutory income tax rate is listed below.

	Years ended December 31,		
	2019	2018	2017
U.S. federal statutory income tax rate	21.0%	21.0%	35.0%
Income tax provision at U.S. federal statutory rate	\$ 184.5	\$ 176.0	\$ 294.3
State and local income taxes, net of U.S. federal income tax benefit	14.0	23.8	23.5
Impact of foreign operations, including withholding taxes	34.2	50.7	(6.7)
U.S. tax incentives	(21.4)	(17.5)	(1.3)
Change in net valuation allowance <sup>1</sup>	(26.3)	(16.9)	1.4
Divestitures	9.6	11.7	1.1
U.S. federal tax credits	0.4	(48.1)	(0.4)
Stock compensation	(3.3)	(6.8)	(15.3)
Increase in unrecognized tax benefits	14.1	8.4	7.0
Net impact of the Tax Act	0.0	13.4	(36.0)
Other	(1.0)	4.5	3.7
Provision for income taxes	<u>\$ 204.8</u>	<u>\$ 199.2</u>	<u>\$ 271.3</u>
Effective income tax rate on operations	23.3%	23.8%	32.3%

<sup>1</sup> Reflects changes in valuation allowances that impacted the effective income tax rate for each year presented.



**Notes to Consolidated Financial Statements – (continued)**  
**(Amounts in Millions, Except Per Share Amounts)**

In 2019, our effective income tax rate of 23.3% was positively impacted by the reversal of valuation allowances primarily in Continental Europe, by the settlement of state income tax audits and by excess tax benefits on employee share-based payments. The effective tax rate was negatively impacted by losses in certain foreign jurisdictions where we receive no tax benefit due to 100% valuation allowances, net losses on sales of businesses and the classification of certain assets as held for sale, for which we received minimal tax benefit.

In 2018, our effective income tax rate of 23.8% was positively impacted by U.S. tax incentives, foreign tax credits from a distribution of unremitted earnings, the net reversal of valuation allowance in Continental Europe and research and development credits. The effective income tax rate was negatively impacted by losses in certain foreign jurisdictions where we received no tax benefit due to 100% valuation allowances, non-deductible losses on sales of businesses and assets held for sale, by tax expense associated with the change to our assertion regarding the permanent reinvestment of undistributed earnings attributable to certain foreign subsidiaries, and by tax expense related to the true-up of our December 31, 2017 tax reform estimates as permitted by SEC Staff issued Accounting Bulletin No. 118 (“SAB 118”).

Public Law 115-97, commonly referred to as the Tax Cuts and Jobs Act (the "Tax Act") was signed into law on December 22, 2017. The Tax Act legislated many new tax provisions which have impacted our operations. At December 31, 2017, provisional amounts were recorded as permitted by SAB 118. The impact of the Tax Act as required by SAB 118, resulted in a tax expense of \$13.4 in 2018, which was primarily attributable to our estimate of the tax imposed on the deemed repatriation of unremitted foreign earnings.

The Tax Act imposed a new tax on certain foreign earnings generated in 2018 and forward. These global intangible low-taxed income ("GILTI") tax rules are complex. U.S. GAAP allowed us to choose an accounting policy which treats the U.S. tax under GILTI provisions as either a current expense, as incurred, or as a component of the Company's measurement of deferred taxes. The Company elected to account for the GILTI tax as a current expense.

In 2017, our effective income tax rate of 32.3% was positively impacted by a net benefit of \$36.0 as a result of the Tax Act as well as excess tax benefits on employee share-based payments, partially offset by losses in certain foreign jurisdictions where we receive no tax benefit due to 100% valuation allowances.

The components of deferred tax assets and liabilities are listed below.

	December 31,	
	2019	2018
Postretirement/post-employment benefits	\$ 16.7	\$ 17.9
Deferred compensation	99.5	99.8
Pension costs	23.7	22.2
Basis differences in fixed assets	(75.3)	(71.7)
Rent	—	27.3
Interest	45.5	48.8
Accruals and reserves	19.4	21.0
Allowance for doubtful accounts	6.5	7.4
Basis differences in intangible assets	(321.0)	(302.7)
Investments in equity securities	0.3	1.2
Operating lease right-of-use assets	(335.2)	—
Operating lease liabilities	361.4	—
Tax loss/tax credit carry forwards	297.1	345.6
Prepaid expenses	(6.7)	(6.3)
Deferred revenue	(21.7)	(26.8)
Unremitted foreign earnings	(1.3)	(9.5)
Other	44.5	38.2
Total deferred tax assets, net	153.4	212.4
Valuation allowance	(164.2)	(211.0)
Net deferred tax (liabilities) assets	\$ (10.8)	\$ 1.4

We evaluate the realizability of our deferred tax assets on a quarterly basis. The realization of our deferred tax assets is primarily dependent on future earnings. The amount of the deferred tax assets considered realizable could be reduced or increased in the near future if estimates of future taxable income are lower or greater than anticipated. A valuation allowance is established when it is “more likely than not” that all or a portion of deferred tax assets will not be realized. In circumstances where there is negative

**Notes to Consolidated Financial Statements – (continued)**  
**(Amounts in Millions, Except Per Share Amounts)**

evidence, establishment of a valuation allowance is considered. The factors used in assessing valuation allowances include all available evidence, such as past operating results, estimates of future taxable income and the feasibility of tax planning strategies. We believe that cumulative losses in the most recent three-year period represent significant negative evidence, and as a result, we determined that certain of our deferred tax assets required the establishment of a valuation allowance. The deferred tax assets for which an allowance was recognized relate primarily to state and foreign tax loss carryforwards.

The change in the valuation allowance is listed below.

	Years ended December 31,		
	2019	2018	2017
Balance at beginning of period	\$ 211.0	\$ 243.0	\$ 255.6
Reversed to costs and expenses	(24.9)	(28.0)	(4.6)
(Reversed) charged to gross tax assets and other accounts <sup>1</sup>	(19.8)	5.1	(27.3)
Foreign currency translation	(2.1)	(9.1)	19.3
Balance at end of period	\$ 164.2	\$ 211.0	\$ 243.0

<sup>1</sup> Primarily represents changes to the valuation allowance related to the change of a corresponding deferred tax asset.

In 2019, 2018, and 2017, amounts reversed to costs and expenses primarily related to decreases in valuation allowances in Continental Europe for existing deferred tax assets.

As of December 31, 2019, there were \$1,044.1 of loss carryforwards. These loss carryforwards were all non-U.S. tax loss carryforwards, of which \$939.0 have unlimited carryforward periods and \$105.1 have expiration periods from 2020 to 2040. As of December 31, 2019, the Company also had \$25.6 in deferred tax assets for state net operating loss carryforwards and tax credit carryforwards, which will expire between 2020 and 2040.

As of December 31, 2019 and 2018, we had \$1,199.7 and \$1,079.1, respectively, of undistributed earnings attributable to foreign subsidiaries. The Company has historically asserted that its unremitted foreign earnings are permanently reinvested, and therefore has not recorded any deferred taxes on such amounts. It is not practicable to determine the deferred tax on these undistributed earnings because such liability, if any, is dependent on circumstances that exist if and when a remittance occurs, including the source location and amount of the distribution and foreign withholding taxes. During the third quarter ended September 30, 2018, as a result of our increased debt and associated servicing commitments in connection with the Acxiom acquisition that was consummated on October 1, 2018, the Company re-evaluated its global cash needs and as a result determined that approximately \$435.0 of undistributed foreign earnings from certain international entities were no longer subject to the permanent reinvestment assertion. We recorded a tax expense of \$10.8 in 2018 representing our estimate of the tax costs associated with this change to our assertion. We have not changed our permanent reinvestment assertion with respect to any other international entities as we intend to use the related historical earnings and profits to fund international operations and investments.

The table below summarizes the activity related to our unrecognized tax benefits.

	Years ended December 31,		
	2019	2018	2017
Balance at beginning of period	\$ 335.4	\$ 271.9	\$ 246.7
Increases as a result of tax positions taken during a prior year	22.7	65.9	6.3
Decreases as a result of tax positions taken during a prior year	(25.8)	(10.8)	(8.1)
Settlements with taxing authorities	(8.1)	(6.5)	(0.8)
Lapse of statutes of limitation	(0.6)	(1.7)	(3.3)
Increases as a result of tax positions taken during the current year	21.7	16.6	31.1
Balance at end of period	\$ 345.3	\$ 335.4	\$ 271.9

Included in the total amount of unrecognized tax benefits of \$345.3 as of December 31, 2019, is \$296.4 of tax benefits that, if recognized, would impact the effective income tax rate. The total amount of accrued interest and penalties as of December 31, 2019 and 2018 is \$39.6 and \$42.4, respectively, of which a benefit of \$2.8 and a detriment of \$14.5 is included in our 2019 and 2018 Consolidated Statements of Operations, respectively. In accordance with our accounting policy, interest and penalties accrued on unrecognized tax benefits are classified as income taxes in our Consolidated Statements of Operations.

We have various tax years under examination by tax authorities in the U.S., in various countries, and in various states, such as New York, in which we have significant business operations. It is not yet known whether these examinations will, in the aggregate,

**Notes to Consolidated Financial Statements – (continued)**  
**(Amounts in Millions, Except Per Share Amounts)**

result in our paying additional taxes. We believe our tax reserves are adequate in relation to the potential for additional assessments in each of the jurisdictions in which we are subject to taxation. We regularly assess the likelihood of additional tax assessments in those jurisdictions and, if necessary, adjust our reserves as additional information or events require.

With respect to all tax years open to examination by U.S. federal, various state and local, and non-U.S. tax authorities, we currently anticipate that total unrecognized tax benefits will decrease by an amount between \$10.0 and \$20.0 in the next twelve months, a portion of which will affect our effective income tax rate, primarily as a result of the settlement of tax examinations and the lapsing of statutes of limitations. This net decrease is related to various items of income and expense, primarily transfer pricing adjustments.

We are effectively settled with respect to U.S. federal income tax audits through 2012, with the exception of 2009. With limited exceptions, we are no longer subject to state and local income tax audits for years prior to 2013 or non-U.S. income tax audits for years prior to 2009.

**Note 10: Accumulated Other Comprehensive Loss, Net of Tax**

The following table presents the changes in accumulated other comprehensive loss, net of tax, by component.

	<b>Foreign Currency Translation Adjustments</b>	<b>Derivative Instruments</b>	<b>Defined Benefit Pension and Other Postretirement Plans</b>	<b>Total</b>
Balance as of December 31, 2017	\$ (585.3)	\$ (6.8)	\$ (235.7)	\$ (827.8)
Other comprehensive (loss) income before reclassifications	(146.8)	0.0	11.4	(135.4)
Amount reclassified from accumulated other comprehensive loss, net of tax	15.7	1.5	4.9	22.1
Balance as of December 31, 2018	\$ (716.4)	\$ (5.3)	\$ (219.4)	\$ (941.1)
Other comprehensive income (loss) before reclassifications	12.0	0.0	(14.7)	(2.7)
Amount reclassified from accumulated other comprehensive loss, net of tax	6.7	1.8	5.3	13.8
Balance as of December 31, 2019	\$ (697.7)	\$ (3.5)	\$ (228.8)	\$ (930.0)

Amounts reclassified from accumulated other comprehensive loss, net of tax, for the years ended December 31, 2019, 2018 and 2017 are as follows:

	<b>Years ended December 31,</b>			<b>Affected Line Item in the Consolidated Statements of Operations</b>
	<b>2019</b>	<b>2018</b>	<b>2017</b>	
Foreign currency translation adjustments <sup>1</sup>	\$ 6.7	\$ 15.7	\$ 1.1	Other expense, net
Gains on available-for-sale securities	0.0	0.0	(0.7)	Other expense, net
Losses on derivative instruments	2.3	2.2	2.1	Interest expense
Amortization of defined benefit pension and postretirement plans items	6.7	6.5	13.7	Other expense, net
Tax effect	(1.9)	(2.3)	(2.1)	Provision for income taxes
Total amount reclassified from accumulated other comprehensive loss, net of tax	\$ 13.8	\$ 22.1	\$ 14.1	

<sup>1</sup> These foreign currency translation adjustments are primarily a result of the sales of businesses.

**Notes to Consolidated Financial Statements – (continued)**  
(Amounts in Millions, Except Per Share Amounts)

**Note 11: Restructuring Charges**

In the first quarter of 2019, the Company implemented a cost initiative (the "2019 Plan") to better align our cost structure with our revenue primarily related to specific client losses occurring in 2018, the components of which are listed below.

	Years ended December 31,		
	2019	2018	2017
Severance and termination costs	\$ 22.0	\$ 0.0	\$ 0.0
Lease restructuring costs	11.9	0.0	(0.4)
Total restructuring charges	<u>\$ 33.9</u>	<u>\$ 0.0</u>	<u>\$ (0.4)</u>

Net restructuring charges were comprised of \$27.6 at IAN and \$5.6 at CMG for the year ended December 31, 2019. All restructuring actions were identified and initiated by the end of the first quarter of 2019, with all actions substantially completed by the end of the second quarter of 2019 and we don't expect any further restructuring adjustments.

During the year ended December 31, 2019, severance and termination costs related to a planned reduction in workforces of 627 employees. The employee groups affected include executive, regional and account management as well as administrative, creative and media production personnel. Cash payments of \$20.4 were made during the year ended December 31, 2019, with the remaining liability of \$1.6 expected to be paid by the end of the first quarter of 2020.

Lease impairment costs relate to the office spaces that were vacated as part of the 2019 Plan, which includes impairment on the right-of-use asset of operating leases, furniture, and leasehold improvements. Given the remaining lease terms involved, the lease obligation will be paid out over a period of several years, net of sublease income.

**Note 12: Incentive Compensation Plans**

*2019 & 2014 Performance Incentive Plan*

We issue stock-based compensation and cash awards to our employees under various plans established by the Compensation and Leadership Talent Committee of the Board of Directors (the "Compensation Committee") and approved by our shareholders. In May 2019, our shareholders approved the 2019 Performance Incentive Plan (the "2019 PIP"), replacing the 2014 Performance Incentive Plan (the "2014 PIP") and previous incentive plans. The number of shares of common stock initially available for grants of all equity awards under the 2019 PIP is 27.0. Pursuant to the terms of the 2019 PIP, the number of shares that may be awarded to any one participant for any stock based awards is limited to 2.0. The vesting period of awards granted is generally commensurate with the requisite service period. We generally issue new shares to satisfy the exercise of stock options or the distribution of other stock-based awards.

Additionally, under the 2019 PIP, we have the ability to issue performance cash awards. The performance cash awards are granted to certain employees who otherwise would have been eligible to receive performance-based stock awards. These awards have a service period vesting condition and a performance vesting condition. The amount of the performance cash award received by an employee with a performance vesting condition can range from 0% to 300% of the target amount of the original grant value, except for Executive Officers of IPG, with a range of 0% to 200%. Performance cash awards generally vest in three years. The Compensation Committee may grant performance cash awards to any eligible employee; however, no employee can receive more than \$10.0 during a performance period.

The amounts of stock-based compensation expense as reflected in salaries and related expenses in our Consolidated Statements of Operations, and the related tax benefit, are listed below.

	Years ended December 31,		
	2019	2018	2017
Stock-settled awards	\$ 33.5	\$ 24.7	\$ 20.5
Cash-settled awards	0.8	0.6	1.0
Performance-based awards	46.7	57.5	61.5
Employee stock purchase plan	1.1	0.9	1.0
Other <sup>1</sup>	0.6	0.9	0.5
Stock-based compensation expense	<u>\$ 82.7</u>	<u>\$ 84.6</u>	<u>\$ 84.5</u>
Tax benefit	<u>\$ 20.0</u>	<u>\$ 20.4</u>	<u>\$ 30.4</u>

<sup>1</sup> Represents charges recorded for severance expense related to stock-based compensation awards.

**Notes to Consolidated Financial Statements – (continued)**  
**(Amounts in Millions, Except Per Share Amounts)**

**Stock Options**

Stock options are granted with the exercise price equal to the fair market value of our common stock on the grant date. We use the Black-Scholes option-pricing model to estimate the fair value of options granted, which requires the input of subjective assumptions including the option's expected term and the price volatility of the underlying stock. They are generally first exercisable between two and four years from the grant date and expire ten years after the grant date (or earlier in the case of certain terminations of employment). There were no stock options granted during the years ended December 31, 2019, 2018 and 2017. As of December 31, 2019, all stock options granted were fully vested and exercisable.

The following table summarizes our stock option activity during 2019.

	Options	Weighted-Average Exercise Price (per option)	Weighted-Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value
Stock options outstanding as of January 1, 2019	1.8	\$ 10.66		
Exercised	(0.6)	\$ 7.38		
Stock options outstanding as of December 31, 2019	1.2	\$ 12.26	2.7	\$ 12.9

There were 0.6, 1.9 and 1.1 stock options exercised in 2019, 2018 and 2017, respectively. The total intrinsic value of stock options exercised during 2019, 2018 and 2017 was \$9.1, \$27.9 and \$15.1, respectively. The cash received from the stock options exercised in 2019, 2018 and 2017 was \$8.3, \$29.0 and \$20.0, which included taxes withheld of \$4.0, \$13.3, and \$6.8, respectively.

**Stock-Based Compensation**

We grant other stock-based compensation awards such as stock-settled awards, cash-settled awards and performance-based awards (settled in cash or shares) to certain key employees. The number of shares or units received by an employee for performance-based awards depends on Company performance against specific performance targets and could range from 0% to 300% of the target amount of shares originally granted, except for Executive Officers of IPG, with a range of 0% to 200%. Incentive awards are subject to certain restrictions and vesting requirements as determined by the Compensation Committee. The fair value of the shares on the grant date is amortized over the vesting period, which is generally three years. Upon completion of the vesting period for cash-settled awards, the grantee is entitled to receive a payment in cash based on the fair market value of the corresponding number of shares of common stock. No monetary consideration is paid by a recipient for any incentive award. The fair value of cash-settled awards is adjusted each quarter based on our share price. The holders of stock-settled awards have absolute ownership interest in the underlying shares of common stock prior to vesting, which includes the right to vote and receive dividends. Dividends declared on common stock are accrued during the vesting period and paid when the award vests. The holders of performance-based awards have no ownership interest in the underlying shares of common stock until the awards vest and the shares of common stock are issued.

Stock-based compensation awards expected to be settled in cash have been classified as liabilities in our Consolidated Balance Sheets as of December 31, 2019 and 2018.

	Years ended December 31,		
	2019	2018	2017
<b>Stock-Settled Awards:</b>			
Awards granted	2.5	2.1	0.8
Weighted-average grant-date fair value (per award)	\$ 22.78	\$ 23.60	\$ 24.18
Total fair value of vested awards distributed	\$ 15.2	\$ 24.2	\$ 22.6
<b>Cash-Settled Awards:</b>			
Awards granted	0.0	0.1	0.0
Weighted-average grant-date fair value (per award)	\$ 22.83	\$ 23.62	\$ 23.33
Total fair value of vested awards distributed	\$ 0.9	\$ 0.8	\$ 0.9
<b>Performance-Based Awards:</b>			
Awards granted	2.1	2.9	4.8
Weighted-average grant-date fair value (per award)	\$ 20.16	\$ 21.13	\$ 20.06
Total fair value of vested awards distributed	\$ 64.9	\$ 87.2	\$ 112.4

**Notes to Consolidated Financial Statements – (continued)**  
**(Amounts in Millions, Except Per Share Amounts)**

In conjunction with common stock dividends declared in 2019 and 2018, we accrued dividends of \$4.2 and \$2.4, respectively, on non-vested stock-settled awards and paid dividends of \$1.2 and \$1.5 for stock-settled awards that vested during 2019 and 2018, respectively.

A summary of the activity of our non-vested stock-settled awards, cash-settled awards and performance-based awards during 2019 is presented below (performance-based awards are shown at 100% of the shares originally granted).

	Stock-Settled Awards		Cash-Settled Awards		Performance-Based Awards	
	Awards	Weighted-Average Grant-Date Fair Value (per award)	Awards	Weighted-Average Grant-Date Fair Value (per award)	Awards	Weighted-Average Grant-Date Fair Value (per award)
Non-vested as of January 1, 2019	3.1	\$ 23.51	0.1	\$ 23.47	7.0	\$ 21.10
Granted	2.5	22.78	0.0	22.83	2.1	20.16
Vested	(0.7)	22.78	0.0	23.53	(2.9)	19.93
Forfeited	(0.2)	23.42	0.0	22.84	(0.6)	21.01
Non-vested as of December 31, 2019	4.7	\$ 23.21	0.1	\$ 23.20	5.6	\$ 21.36
Total unrecognized compensation expense remaining	\$ 56.0		\$ 1.2		\$ 45.7	
Weighted-average years expected to be recognized over	1.6		1.5		1.7	

In conjunction with our annual grant of long-term incentive compensation awards, we reviewed our estimates and assumptions in 2019, which resulted in a forfeiture rate slightly less than prior years.

**2009 Restricted Cash Plan**

In March 2009, the Compensation Committee approved the Interpublic Restricted Cash Plan (the “Cash Plan”). Under the Cash Plan, the Board, the Compensation Committee or the Plan Administrator may grant cash awards to certain employees eligible to receive cash-settled awards. Cash awards, when granted, have a service-period vesting condition and generally vest in three years.

**Cash Awards**

During the years ended December 31, 2019, 2018 and 2017, the Compensation Committee granted cash awards under the Cash Plan with a total target value of \$22.3, \$20.9 and \$2.8, respectively. For those same years, we recognized \$15.6, \$7.0 and \$2.5, respectively, in salaries and related expenses in our Consolidated Statements of Operations.

During the years ended December 31, 2019, 2018 and 2017, the Compensation Committee granted performance awards to be settled in cash under the 2019 PIP with a total target value of \$40.7, \$39.9, and \$38.4, respectively. For those same years, we recognized \$39.9, \$37.6 and \$35.3, respectively, in salaries and related expenses in our Consolidated Statements of Operations.

We amortize the present value of the amount expected to vest for cash awards and performance cash awards over the vesting period using the straight-line method, less an assumed forfeiture rate. Cash awards do not fall within the scope of the authoritative guidance for stock compensation as they are not paid in equity and the value of the award is not correlated with our stock price. Due to the cash nature of the payouts and the vesting period, we account for these awards in accordance with authoritative guidance for deferred compensation arrangements.

**Employee Stock Purchase Plans**

In May 2016, our shareholders approved The Interpublic Group of Companies Employee Stock Purchase Plan (2016) (the “ESPP”), replacing the prior employee stock purchase plan under which, prior to its expiration on December 31, 2015, 3.0 shares were issued. Under the ESPP, eligible employees may purchase our common stock through payroll deductions not exceeding 10% of their eligible compensation or 900 (actual number) shares each offering period, consistent with the prior employee stock purchase plan. The price an employee pays for a share of common stock under the ESPP is 90% of the lesser of the average market price of a share on the first business day of the offering period or the average market price of a share on the last business day of the offering period of three months. An aggregate of approximately 10.0 shares are reserved for issuance under the ESPP, of which 1.1 shares have been issued since the inception of the ESPP through December 31, 2019.

**Notes to Consolidated Financial Statements – (continued)**  
(Amounts in Millions, Except Per Share Amounts)

**Note 13: Fair Value Measurements**

Authoritative guidance for fair value measurements establishes a fair value hierarchy which requires us to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. There are three levels of inputs that may be used to measure fair value:

- Level 1** Unadjusted quoted prices in active markets for identical assets or liabilities. An active market for the asset or liability is a market in which transactions for the asset or liability occur with sufficient frequency and volume to provide pricing information on an ongoing basis.
- Level 2** Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3** Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

***Financial Instruments that are Measured at Fair Value on a Recurring Basis***

We primarily apply the market approach to determine the fair value of financial instruments that are measured at fair value on a recurring basis. There were no changes to our valuation techniques used to determine the fair value of financial instruments during 2019 as compared to the prior year.

The following tables present information about our financial instruments measured at fair value on a recurring basis as of December 31, 2019 and 2018, and indicates the fair value hierarchy of the valuation techniques utilized to determine such fair value.

	December 31, 2019				Balance Sheet Classification
	Level 1	Level 2	Level 3	Total	
<b>Assets</b>					
Cash equivalents	\$ 786.0	\$ 0.0	\$ 0.0	\$ 786.0	Cash and cash equivalents
<b>Liabilities</b>					
Contingent acquisition obligations <sup>1</sup>	\$ 0.0	\$ 0.0	\$ 114.1	\$ 114.1	Accrued liabilities and Other non-current liabilities
	December 31, 2018				Balance Sheet Classification
	Level 1	Level 2	Level 3	Total	
<b>Assets</b>					
Cash equivalents	\$ 132.1	\$ 0.0	\$ 0.0	\$ 132.1	Cash and cash equivalents
<b>Liabilities</b>					
Contingent acquisition obligations <sup>1</sup>	\$ 0.0	\$ 0.0	\$ 148.4	\$ 148.4	Accrued liabilities and Other non-current liabilities

<sup>1</sup> Contingent acquisition obligations includes deferred acquisition payments and unconditional obligations to purchase additional noncontrolling equity shares of consolidated subsidiaries. Fair value measurement of the obligations is based upon actual and projected operating performance targets as specified in the related agreements. The decrease in this balance of \$34.3 from December 31, 2018 to December 31, 2019 is primarily due to payments and a reclassification from an arrangement during the second quarter of 2019. The amounts payable within the next twelve months are classified in accrued liabilities; any amounts payable thereafter are classified in other non-current liabilities.

***Financial Instruments that are not Measured at Fair Value on a Recurring Basis***

The following table presents information about our financial instruments that are not measured at fair value on a recurring basis as of December 31, 2019, and indicates the fair value hierarchy of the valuation techniques utilized to determine such fair value.

	December 31, 2019			
	Level 1	Level 2	Level 3	Total
Total long-term debt	\$ 0.0	\$ 3,520.0	\$ 45.5	\$ 3,565.5

**Notes to Consolidated Financial Statements – (continued)**  
**(Amounts in Millions, Except Per Share Amounts)**

Our long-term debt is comprised of senior notes and other notes payable. The fair value of our senior notes, which are traded over-the-counter, is based on quoted prices in markets that are not active. Therefore, these senior notes are classified as Level 2 within the fair value hierarchy. Our other notes payable are not actively traded, and their fair value is not solely derived from readily observable inputs. The fair value of our other notes payable is determined based on a discounted cash flow model and other proprietary valuation methods, and therefore is classified as Level 3 within the fair value hierarchy. See Note 4 for further information on our long-term debt.

***Non-financial Instruments that are Measured at Fair Value on a Nonrecurring Basis***

Certain non-financial assets and liabilities are measured at fair value on a nonrecurring basis, primarily goodwill, intangible assets, and property and equipment. Accordingly, these assets are not measured and adjusted to fair value on an ongoing basis but are subject to periodic evaluations for potential impairment.

**Note 14: Employee Benefits**

***Pension and Postretirement Benefit Plans***

We have a defined benefit pension plan covering certain U.S. employees (the “Domestic Pension Plan”) that consists of approximately 3,200 participants and is closed to new participants. We also have numerous funded and unfunded plans outside the U.S. The Interpublic Limited Pension Plan in the U.K. (the “U.K. Pension Plan”) is a defined benefit plan and is our most material foreign pension plan in terms of the benefit obligation and plan assets. Some of our domestic and foreign subsidiaries provide postretirement health benefits and life insurance to eligible employees and, in certain cases, their dependents. The domestic postretirement benefit plan is our most material postretirement benefit plan in terms of the benefit obligation. This plan consists of approximately 1,500 participants, is closed to new participants and is unfunded.

Differences between the aggregate income statement and balance sheet amounts listed in the tables below and the totals reported in our Consolidated Statements of Operations, Consolidated Statements of Comprehensive Income and Consolidated Balance Sheets relate to non-material foreign pension and postretirement benefit plans.



**Notes to Consolidated Financial Statements – (continued)**  
(Amounts in Millions, Except Per Share Amounts)

**Pension and Postretirement Benefit Obligation**

The change in the benefit obligation, the change in plan assets, the funded status and amounts recognized for the Domestic Pension Plan, the significant foreign pension plans and the domestic postretirement benefit plan are listed below.

	Domestic Pension Plan		Foreign Pension Plans		Domestic Postretirement Benefit Plan	
	2019	2018	2019	2018	2019	2018
<b>Benefit Obligation</b>						
Projected benefit obligation as of January 1	\$ 115.4	\$ 125.4	\$ 496.0	\$ 582.3	\$ 27.7	\$ 31.8
Service cost	0.0	0.0	4.8	5.4	0.0	0.0
Interest cost	4.8	4.5	12.4	13.1	1.2	1.1
Benefits paid	(9.2)	(9.5)	(27.8)	(27.4)	(5.4)	(5.9)
Plan participant contributions	0.0	0.0	0.0	0.1	2.0	1.8
Actuarial losses (gains)	5.9	(5.0)	42.7	(47.6)	1.7	(1.1)
Settlements and curtailments	0.0	0.0	(0.7)	(5.8)	0.0	0.0
Foreign currency effect	0.0	0.0	13.8	(26.4)	0.0	0.0
Other	0.0	0.0	0.0	2.3	0.0	0.0
Projected benefit obligation as of December 31	<u>\$ 116.9</u>	<u>\$ 115.4</u>	<u>\$ 541.2</u>	<u>\$ 496.0</u>	<u>\$ 27.2</u>	<u>\$ 27.7</u>
<b>Fair Value of Plan Assets</b>						
Fair value of plan assets as of January 1	\$ 89.8	\$ 98.8	\$ 363.9	\$ 404.2	\$ 0.0	\$ 0.0
Actual return on plan assets	16.1	(8.1)	42.0	(8.0)	0.0	0.0
Employer contributions	2.4	8.6	18.0	19.1	3.4	4.1
Plan participant contributions	0.0	0.0	0.0	0.1	2.0	1.8
Benefits paid	(9.2)	(9.5)	(27.8)	(27.4)	(5.4)	(5.9)
Settlements	0.0	0.0	0.0	(4.6)	0.0	0.0
Foreign currency effect	0.0	0.0	13.4	(21.1)	0.0	0.0
Other	0.0	0.0	0.0	1.6	0.0	0.0
Fair value of plan assets as of December 31	<u>\$ 99.1</u>	<u>\$ 89.8</u>	<u>\$ 409.5</u>	<u>\$ 363.9</u>	<u>\$ 0.0</u>	<u>\$ 0.0</u>
Funded status of the plans at December 31	<u>\$ (17.8)</u>	<u>\$ (25.6)</u>	<u>\$ (131.7)</u>	<u>\$ (132.1)</u>	<u>\$ (27.2)</u>	<u>\$ (27.7)</u>
<b>December 31,</b>						
<b>Amounts recognized in Consolidated Balance Sheets</b>						
Non-current asset	\$ 0.0	\$ 0.0	\$ 10.1	\$ 8.6	\$ 0.0	\$ 0.0
Current liability	0.0	0.0	(5.8)	(6.2)	(2.7)	(2.9)
Non-current liability	(17.8)	(25.6)	(136.0)	(134.5)	(24.5)	(24.8)
Net liability recognized	<u>\$ (17.8)</u>	<u>\$ (25.6)</u>	<u>\$ (131.7)</u>	<u>\$ (132.1)</u>	<u>\$ (27.2)</u>	<u>\$ (27.7)</u>
Accumulated benefit obligation	<u>\$ 116.9</u>	<u>\$ 115.4</u>	<u>\$ 538.6</u>	<u>\$ 493.2</u>		
<b>Amounts recognized in Accumulated Other Comprehensive Loss, net</b>						
Net actuarial loss	\$ 54.2	\$ 60.4	\$ 183.2	\$ 165.6	\$ 4.7	\$ 3.1
Prior service cost (credit)	0.0	0.0	1.1	1.2	(0.1)	(0.3)
Total amount recognized	<u>\$ 54.2</u>	<u>\$ 60.4</u>	<u>\$ 184.3</u>	<u>\$ 166.8</u>	<u>\$ 4.6</u>	<u>\$ 2.8</u>

Actuarial losses of \$5.9 for the Domestic Pension Plan are attributed to a decrease in the discount rate from 4.35% as of December 31, 2018 to 3.35% as of December 31, 2019, offset by changes in the mortality assumption and demographic experience.



**Notes to Consolidated Financial Statements – (continued)**  
(Amounts in Millions, Except Per Share Amounts)

Actuarial losses of \$42.7 for the foreign pension plans are attributed to a decrease in the weighted-average discount rate from 2.61% as of December 31, 2018 to 1.84% as of December 31, 2019 offset by changes in demographic experience.

<b>December 31,</b>	<b>Domestic Pension Plan</b>		<b>Foreign Pension Plans</b>	
	<b>2019</b>	<b>2018</b>	<b>2019</b>	<b>2018</b>
<b>Pension plans with an accumulated benefit obligation and projected benefit obligation in excess of plan assets</b>				
Aggregate projected benefit obligation	\$ 116.9	\$ 115.4	\$ 534.6	\$ 491.2
Aggregate accumulated benefit obligation	116.9	115.4	533.5	489.9
Aggregate fair value of plan assets	99.1	89.8	392.7	350.5

**Net Periodic Cost**

The components of net periodic benefit cost and key assumptions are listed below.

<b>Years ended December 31,</b>	<b>Domestic Pension Plan</b>			<b>Foreign Pension Plans</b>			<b>Domestic Postretirement Benefit Plan</b>		
	<b>2019</b>	<b>2018</b>	<b>2017</b>	<b>2019</b>	<b>2018</b>	<b>2017</b>	<b>2019</b>	<b>2018</b>	<b>2017</b>
Service cost	\$ 0.0	\$ 0.0	\$ 0.0	\$ 4.8	\$ 5.4	\$ 4.9	\$ 0.0	\$ 0.0	\$ 0.0
Interest cost	4.8	4.5	5.1	12.4	13.1	13.5	1.2	1.1	1.3
Expected return on plan assets	(5.9)	(6.6)	(6.2)	(17.4)	(18.8)	(17.7)	0.0	0.0	0.0
Settlement and curtailment (gains) losses	0.0	0.0	0.0	0.0	(1.0)	6.8	0.0	0.0	0.0
<b>Amortization of:</b>									
Prior service cost (credit)	0.0	0.0	0.0	0.1	0.1	0.1	(0.2)	(0.2)	(0.2)
Net actuarial losses	1.9	1.6	1.5	4.8	5.9	5.5	0.1	0.1	0.0
Net periodic cost	<u>\$ 0.8</u>	<u>\$ (0.5)</u>	<u>\$ 0.4</u>	<u>\$ 4.7</u>	<u>\$ 4.7</u>	<u>\$ 13.1</u>	<u>\$ 1.1</u>	<u>\$ 1.0</u>	<u>\$ 1.1</u>

**Assumptions**

<b>Years ended December 31,</b>	<b>Domestic Pension Plan</b>			<b>Foreign Pension Plans</b>			<b>Domestic Postretirement Benefit Plan</b>		
	<b>2019</b>	<b>2018</b>	<b>2017</b>	<b>2019</b>	<b>2018</b>	<b>2017</b>	<b>2019</b>	<b>2018</b>	<b>2017</b>
<b>Net periodic cost</b>									
Discount rate	4.35%	3.70%	4.20%	2.61%	2.36%	2.52%	4.30%	3.65%	4.05%
Rate of compensation increase	N/A	N/A	N/A	2.58%	2.37%	2.36%	N/A	N/A	N/A
Expected return on plan assets	7.00%	7.00%	7.00%	4.76%	4.70%	4.66%	N/A	N/A	N/A
Interest crediting rates	5.10%	5.10%	5.10%	1.44%	1.31%	1.29%	N/A	N/A	N/A

**Benefit obligation**

Discount rate	3.35%	4.35%	3.70%	1.84%	2.61%	2.36%	3.25%	4.30%	3.65%
Rate of compensation increase	N/A	N/A	N/A	2.51%	2.58%	2.37%	N/A	N/A	N/A
Interest crediting rates	5.10%	5.10%	5.10%	1.37%	1.44%	1.31%	N/A	N/A	N/A

**Health care cost trend rate assumed for next year**

Initial rate (weighted-average)	7.00%	6.25%	6.50%
Year ultimate rate is reached	2028	2024	2024
Ultimate rate	5.00%	5.00%	5.00%

**Discount Rates** – At December 31, 2019, 2018 and 2017, we determined our discount rates for our domestic pension plan, foreign pension plans and domestic postretirement benefit plan based on either a bond selection/settlement approach or bond yield curve approach. Using the bond selection/settlement approach, we determine the discount rate by selecting a portfolio of corporate bonds appropriate to provide for the projected benefit payments. Using the bond yield curve approach, we determine the discount rate by matching the plans' cash flows to spot rates developed from a yield curve. Both approaches utilize high-quality AA-rated corporate bonds and the plans' projected cash flows to develop a discounted value of the benefit payments, which is then used to develop a single discount rate. In countries where markets for high-quality long-term AA corporate bonds are not well developed,

**Notes to Consolidated Financial Statements – (continued)**  
(Amounts in Millions, Except Per Share Amounts)

a portfolio of long-term government bonds is used as a basis to develop hypothetical corporate bond yields, which serve as a basis to derive the discount rate.

*Expected Return on Assets* – Our expected rate of return is determined at the beginning of each year and considers asset class index returns over various market and economic conditions, current and expected market conditions, risk premiums associated with asset classes and long-term inflation rates. We determine both a short-term and long-term view and then select a long-term rate of return assumption that matches the duration of our liabilities.

**Fair Value of Pension Plan Assets**

The following table presents the fair value of our domestic and foreign pension plan assets as of December 31, 2019 and 2018, and indicates the fair value hierarchy of the valuation techniques utilized to determine such fair value. See Note 13 for a description of the fair value hierarchy.

<b>Plan assets subject to fair value hierarchy</b>	<b>December 31, 2019</b>				<b>December 31, 2018</b>			
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Total</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Total</b>
Registered investment companies	\$ 18.0	\$ 0.0	\$ 0.0	\$ 18.0	\$ 13.0	\$ 0.0	\$ 0.0	\$ 13.0
Limited partnerships	0.0	0.0	25.6	25.6	0.0	0.0	25.6	25.6
Fixed income securities	19.6	0.0	0.0	19.6	23.1	0.0	0.0	23.1
Insurance contracts	0.0	5.5	0.0	5.5	0.0	5.8	0.0	5.8
Other	27.8	0.0	0.0	27.8	20.0	0.0	0.0	20.0
Total plan assets, subject to leveling	<u>\$ 65.4</u>	<u>\$ 5.5</u>	<u>\$ 25.6</u>	<u>\$ 96.5</u>	<u>\$ 56.1</u>	<u>\$ 5.8</u>	<u>\$ 25.6</u>	<u>\$ 87.5</u>
<b>Plan assets measured at net asset value</b>								
Other investments measured at net asset value <sup>1</sup>				412.1				366.2
Total plan assets				<u>\$ 508.6</u>				<u>\$ 453.7</u>

<sup>1</sup> Certain investments that are measured at fair value using the net asset value per share (or its equivalent) as a practical expedient have not been classified in the fair value hierarchy but are included to reconcile to the amounts presented in the fair value of plan assets table above.

Registered investment companies, which are publicly traded, are primarily valued using recently reported sales prices. Limited partnerships are invested primarily in equity and fixed income securities. Fixed income securities include government and investment-grade corporate bonds. Insurance contracts are valued based on the cash surrender value of the contract. Other investments primarily include cash and cash equivalents, equity securities and derivatives. Other investments measured at net asset value include common/collective trusts, hedge funds and other commingled assets that are invested primarily in equity and fixed income securities. These investments are not publicly traded and are valued based on the net asset value of shares held by the plan at year end, which reflects the fair value of the underlying investments.

The following table presents additional information about our significant foreign pension plan assets for which we utilize Level 3 inputs to determine fair value.

<b>Plan assets subject to fair value hierarchy, Level 3</b>	<b>Years ended December 31,</b>	
	<b>2019</b>	<b>2018</b>
Balance at beginning of period	\$ 25.6	\$ 29.5
Actual return on plan assets	0.0	(3.9)
Balance at end of period	<u>\$ 25.6</u>	<u>\$ 25.6</u>

**Notes to Consolidated Financial Statements – (continued)**  
**(Amounts in Millions, Except Per Share Amounts)**

**Asset Allocation**

The primary investment goal for our plans' assets is to maximize total asset returns while ensuring the plans' assets are available to fund the plans' liabilities as they become due. The plans' assets in aggregate and at the individual portfolio level are invested so that total portfolio risk exposure and risk-adjusted returns best achieve this objective. The aggregate amount of our own stock held as investment for our domestic and foreign pension funds is considered negligible relative to the total fund assets. As of December 31, 2019, the weighted-average target and actual asset allocations relating to our domestic and foreign pension plans' assets are listed below.

Asset Class	December 31,		
	2020 Target Allocation	2019	2018
Alternative investments <sup>1</sup>	25%	25%	26%
Equity securities	25%	25%	22%
Fixed income securities	20%	19%	21%
Liability driven investments <sup>2</sup>	14%	14%	16%
Real estate	9%	9%	6%
Other	7%	8%	9%
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

<sup>1</sup> Alternative investments have the flexibility to dynamically invest across a broad range of asset classes including bonds, equity, cash, property and commodities.

<sup>2</sup> Liability driven investment strategies use government bonds as well as derivative instruments to hedge a portion of the impact of interest rates and inflation movements on the long-term liabilities.

**Cash Flows**

During 2019, we contributed \$2.4 and \$18.0 of cash to our domestic and foreign pension plans, respectively. For 2020, we expect to contribute approximately \$3.0 and \$18.0 of cash to our domestic and foreign pension plans, respectively.

The estimated future benefit payments expected to be paid are presented below.

Years	Domestic Pension Plan	Foreign Pension Plans	Domestic Postretirement Benefit Plan
2020	\$ 14.6	\$ 21.7	\$ 2.7
2021	8.0	19.8	2.6
2022	8.1	21.0	2.4
2023	7.6	21.9	2.2
2024	7.5	22.7	2.1
2025 - 2029	34.6	116.7	8.8

The estimated future payments for our domestic postretirement benefit plan are net of any estimated U.S. federal subsidies expected to be received under the Medicare Prescription Drug, Improvement and Modernization Act of 2003, which total no more than \$0.3 in any individual year.

**Savings Plans**

We sponsor defined contribution plans (the "Savings Plans") that cover substantially all domestic employees. The Savings Plans permit participants to make contributions on a pre-tax and/or after-tax basis and allow participants to choose among various investment alternatives. We match a portion of participant contributions based upon their years of service. Amounts expensed for the Savings Plans for 2019, 2018 and 2017 were \$61.2, \$52.6 and \$47.2, respectively. Expenses include a discretionary Company contribution of \$8.1, \$6.7 and \$3.6 offset by participant forfeitures of \$5.6, \$5.8 and \$4.6 in 2019, 2018 and 2017, respectively. In addition, we maintain defined contribution plans in various foreign countries and contributed \$54.5, \$51.3 and \$47.4 to these plans in 2019, 2018 and 2017, respectively.

**Deferred Compensation and Benefit Arrangements**

We have deferred compensation and benefit arrangements which (i) permit certain of our key officers and employees to defer a portion of their salary or incentive compensation or (ii) require us to contribute an amount to the participant's account. These arrangements may provide participants with the amounts deferred plus interest upon attaining certain conditions, such as completing a certain number of years of service, attaining a certain age or upon retirement or termination. As of December 31, 2019 and 2018,

**Notes to Consolidated Financial Statements – (continued)**  
**(Amounts in Millions, Except Per Share Amounts)**

the deferred compensation and deferred benefit liability balance was \$197.5 and \$196.2, respectively. Amounts expensed for deferred compensation and benefit arrangements in 2019, 2018 and 2017 were \$19.4, \$10.0 and \$18.5, respectively.

We have purchased life insurance policies on participants' lives to assist in the funding of the related deferred compensation and deferred benefit liabilities. As of December 31, 2019 and 2018, the cash surrender value of these policies was \$178.2 and \$177.3, respectively.

***Long-Term Disability Plan***

We have a long-term disability plan which provides income replacement benefits to eligible participants who are unable to perform their job duties or any job related to his or her education, training or experience. As all income replacement benefits are fully insured, no related obligation is required as of December 31, 2019 and 2018. In addition to income replacement benefits, plan participants may remain covered for certain health and life insurance benefits up to normal retirement age, and accordingly, we have recorded an obligation of \$5.5 and \$5.9 as of December 31, 2019 and 2018, respectively.

**Note 15: Segment Information**

As of December 31, 2019, we have two reportable segments: IAN and CMG. IAN is comprised of McCann Worldgroup, Foote, Cone & Belding ("FCB"), MullenLowe Group, Media, Data and Technology which includes IPG Mediabrands and Acxiom, our digital specialist agencies and our domestic integrated agencies. CMG is comprised of a number of our specialist marketing services offerings. We also report results for the "Corporate and other" group.

Within IAN, our agencies provide a comprehensive array of global communications and marketing services, each offering a range of solutions for our clients. Our digital specialist agencies, including R/GA and Huge, provide digital capabilities and serve as key digital partners. In addition, our domestic integrated agencies, including Hill Holliday, Deutsch, Carmichael Lynch and Tierney, provide a full range of advertising, marketing communications services and/or marketing services and partner with our global operating divisions as needed. Media, Data and Technology offerings provide strategic media planning and buying services as well as data management and leading marketing technology services. IAN's operating divisions share similar economic characteristics and are similar in other areas, specifically related to the nature of their services, the manner in which the services are provided and the similarity of their respective customers.

CMG, which includes Weber Shandwick, DeVries, Golin, FutureBrand, Jack Morton and Octagon Worldwide, provides clients with diversified services, including public relations, meeting and event production, sports and entertainment marketing, corporate and brand identity, and strategic marketing consulting. CMG shares some similarities with service lines offered by IAN; however, on an aggregate basis, CMG has a higher proportion of arrangements for which they act as principal.

Beginning in the first quarter of 2019, Acxiom's results are presented in IAN and the profitability measure employed by our chief operating decision maker for allocating resources to operating divisions and assessing operating division performance is segment EBITA. All segments follow the same accounting policies as those described in Note 1.

Corporate and other is primarily comprised of selling, general and administrative expenses. Selling, general and administrative expenses includes corporate office expenses as well as shared service center and certain other centrally managed expenses that are not fully allocated to operating divisions; salaries, long-term incentives, annual bonuses and other miscellaneous benefits for corporate office employees; professional fees related to internal control compliance, financial statement audits and legal, information technology and other consulting services that are engaged and managed through the corporate office; and rental expense for properties occupied by corporate office employees. A portion of centrally managed expenses is allocated to operating divisions based on a formula that uses the planned revenues of each of the operating units. Amounts allocated also include specific charges for information technology-related projects, which are allocated based on utilization.

**Notes to Consolidated Financial Statements – (continued)**  
**(Amounts in Millions, Except Per Share Amounts)**

Summarized financial information concerning our reportable segments is shown in the following tables.

	Years ended December 31,		
	2019	2018	2017
<b>Total Revenue:</b>			
IAN	\$ 8,026.4	\$ 7,556.1	\$ 7,009.6
CMG	2,194.9	2,158.3	2,038.0
Total	<u>\$ 10,221.3</u>	<u>\$ 9,714.4</u>	<u>\$ 9,047.6</u>
<b>Net revenue:</b>			
IAN	\$ 7,348.2	\$ 6,767.5	\$ 6,266.7
CMG	1,276.9	1,264.1	1,206.8
Total	<u>\$ 8,625.1</u>	<u>\$ 8,031.6</u>	<u>\$ 7,473.5</u>
<b>Segment EBITA:</b>			
IAN	\$ 1,110.4	\$ 1,042.1	\$ 891.7
CMG	163.4	180.3	194.4
Corporate and other	(101.8)	(176.0)	(126.6)
Total	<u>\$ 1,172.0</u>	<u>\$ 1,046.4</u>	<u>\$ 959.5</u>
<b>Amortization of acquired intangibles:</b>			
IAN	\$ 81.6	\$ 32.3	\$ 16.6
CMG	4.4	5.3	4.5
Corporate and other	0.0	0.0	0.0
Total	<u>\$ 86.0</u>	<u>\$ 37.6</u>	<u>\$ 21.1</u>
<b>Depreciation and amortization <sup>1</sup>:</b>			
IAN	\$ 166.0	\$ 136.8	\$ 108.9
CMG	19.2	19.0	19.0
Corporate and other	7.3	9.5	8.1
Total	<u>\$ 192.5</u>	<u>\$ 165.3</u>	<u>\$ 136.0</u>
<b>Capital expenditures:</b>			
IAN	\$ 161.8	\$ 143.9	\$ 112.0
CMG	13.3	13.0	17.7
Corporate and other	23.4	20.2	26.2
Total	<u>\$ 198.5</u>	<u>\$ 177.1</u>	<u>\$ 155.9</u>

<sup>1</sup> Excludes amortization of acquired intangibles.

	December 31,	
	2019	2018
<b>Total assets:</b>		
IAN	\$ 15,170.3	\$ 13,867.9
CMG	1,710.4	1,516.7
Corporate and other	871.2	235.7
Total	<u>\$ 17,751.9</u>	<u>\$ 15,620.3</u>

**Notes to Consolidated Financial Statements – (continued)**  
(Amounts in Millions, Except Per Share Amounts)

The following table presents the reconciliation of segment EBITA to Income before income taxes.

	Years ended December 31,		
	2019	2018	2017
IAN EBITA	\$ 1,110.4	\$ 1,042.1	\$ 891.7
CMG EBITA	163.4	180.3	194.4
Corporate and other EBITA	(101.8)	(176.0)	(126.6)
Less: consolidated amortization of acquired intangibles	86.0	37.6	21.1
Operating income	1,086.0	1,008.8	938.4
Total (expenses) and other income	(207.7)	(170.8)	(97.6)
Income before income taxes	<u>\$ 878.3</u>	<u>\$ 838.0</u>	<u>\$ 840.8</u>

Long-lived assets, including operating lease right-of-use assets and excluding intangible assets, are presented by major geographic area in the following table.

	Long-Lived Assets	
	December 31,	
	2019	2018
Domestic	\$ 2,080.4	\$ 892.9
International:		
United Kingdom	167.6	57.9
Continental Europe	149.7	57.9
Asia Pacific	240.9	121.7
Latin America	74.8	43.6
Other	130.4	45.7
Total International	763.4	326.8
Total Consolidated	<u>\$ 2,843.8</u>	<u>\$ 1,219.7</u>

Property and equipment are allocated based upon physical location. Other assets and investments are allocated based on the location of the related operations.

**Note 16: Commitments and Contingencies**

**Guarantees**

We have guaranteed certain obligations of our subsidiaries relating principally to operating leases and uncommitted lines of credit of certain subsidiaries. As of December 31, 2019 and 2018, the amount of parent company guarantees on lease obligations was \$739.1 and \$824.5, respectively, the amount of parent company guarantees primarily relating to uncommitted lines of credit was \$293.8 and \$349.1, respectively, and the amount of parent company guarantees related to daylight overdrafts, primarily utilized to manage intra-day overdrafts due to timing of transactions under cash pooling arrangements without resulting in incremental borrowings, was \$207.7 and \$207.8, respectively. In the event of non-payment by the applicable subsidiary of the obligations covered by a guarantee, we would be obligated to pay the amounts covered by that guarantee. As of December 31, 2019, there were no material assets pledged as security for such parent company guarantees.

**Contingent Acquisition Obligations**

The following table details the estimated future contingent acquisition obligations payable in cash as of December 31, 2019.

	2020	2021	2022	2023	2024	Thereafter	Total
Deferred acquisition payments	\$ 45.7	\$ 30.4	\$ 7.4	\$ 4.4	\$ 2.4	\$ 0.0	\$ 90.3
Redeemable noncontrolling interests and call options with affiliates <sup>1</sup>	26.2	37.9	32.4	6.2	2.5	0.2	105.4
Total contingent acquisition payments	<u>\$ 71.9</u>	<u>\$ 68.3</u>	<u>\$ 39.8</u>	<u>\$ 10.6</u>	<u>\$ 4.9</u>	<u>\$ 0.2</u>	<u>\$ 195.7</u>

<sup>1</sup> We have entered into certain acquisitions that contain both redeemable noncontrolling interests and call options with similar terms and conditions. The estimated amounts listed would be paid in the event of exercise at the earliest exercise date. We have certain redeemable noncontrolling interests that are



**Notes to Consolidated Financial Statements – (continued)**  
**(Amounts in Millions, Except Per Share Amounts)**

exercisable at the discretion of the noncontrolling equity owners as of December 31, 2019. These estimated payments of \$21.5 are included within the total payments expected to be made in 2020, and will continue to be carried forward into 2021 or beyond until exercised or expired. Redeemable noncontrolling interests are included in the table at current exercise price payable in cash, not at applicable redemption value, in accordance with the authoritative guidance for classification and measurement of redeemable securities.

The majority of these payments are contingent upon achieving projected operating performance targets and satisfying other conditions specified in the related agreements and are subject to revision in accordance with the terms of the respective agreements. See Note 6 for further information relating to the payment structure of our acquisitions.

***Legal Matters***

We are involved in various legal proceedings, and subject to investigations, inspections, audits, inquiries and similar actions by governmental authorities arising in the normal course of business. The types of allegations that arise in connection with such legal proceedings vary in nature, but can include claims related to contract, employment, tax and intellectual property matters. We evaluate all cases each reporting period and record liabilities for losses from legal proceedings when we determine that it is probable that the outcome in a legal proceeding will be unfavorable and the amount, or potential range, of loss can be reasonably estimated. In certain cases, we cannot reasonably estimate the potential loss because, for example, the litigation is in its early stages. While any outcome related to litigation or such governmental proceedings in which we are involved cannot be predicted with certainty, management believes that the outcome of these matters, individually and in the aggregate, will not have a material adverse effect on our financial condition, results of operations or cash flows.

**Note 17: Recent Accounting Standards**

Accounting pronouncements not listed below were assessed and determined to be not applicable or are expected to have minimal impact on our Consolidated Financial Statements.

***Leases***

In February 2016, the Financial Accounting Standards Board ("FASB") issued amended guidance on lease accounting. We adopted the standard using the modified retrospective approach with an effective date of January 1, 2019. Prior-year financial statements were not recast under the new standard. The adoption resulted in the presentation of a right-of-use asset and lease liability on our Consolidated Balance Sheet and corresponding impacts on our Consolidated Statement of Cash Flows, but did not have a significant impact on our Consolidated Statements of Operations. See Note 3 for further discussion on our adoption of the new leases standard.

***Current Expected Credit Losses***

In June 2016, the FASB issued amended guidance on the accounting for credit losses on certain types of financial instruments, including trade receivables. The new model uses a forward-looking expected loss method, as opposed to the incurred loss method in current U.S. GAAP, which will generally result in earlier recognition of allowances for losses. This amended guidance is effective beginning January 1, 2020. We do not expect the adoption to have a material impact on our Consolidated Financial Statements.

***Fair Value Measurement Disclosures***

In August 2018, the FASB issued amended disclosure requirements for fair value measurements by removing, modifying and adding certain disclosures. This amended guidance is effective beginning January 1, 2020. We do not expect the adoption to have a material impact on our Consolidated Financial Statements.

***Income Taxes***

In December 2019, the FASB issued amended guidance to simplify the accounting for income taxes by removing certain exceptions and amending certain sections of existing guidance under ASC 740. This amended guidance is effective January 1, 2021 with early adoption permitted as early as January 1, 2020. We are currently assessing the impact the adoption of the amended guidance will have on our Consolidated Financial Statements.

**Notes to Consolidated Financial Statements – (continued)**  
(Amounts in Millions, Except Per Share Amounts)

**Note 18: Results by Quarter (Unaudited)**

	Three Months Ended March 31,		Three Months Ended June 30,		Three Months Ended September 30,		Three Months Ended December 31,	
	2019	2018	2019	2018	2019	2018	2019	2018
<b>Revenue:</b>								
Net revenue	\$ 2,004.8	\$ 1,774.0	\$ 2,125.9	\$ 1,948.2	\$ 2,061.4	\$ 1,895.7	\$ 2,433.0	\$ 2,413.7
Billable expenses	356.4	395.1	394.3	443.6	376.7	401.8	468.8	442.3
Total Revenue	2,361.2	2,169.1	2,520.2	2,391.8	2,438.1	2,297.5	2,901.8	2,856.0
<b>Operating Expenses:</b>								
Salaries and related expenses	1,421.1	1,330.3	1,381.2	1,292.9	1,334.4	1,251.4	1,432.1	1,423.7
Office and other direct expenses	389.2	323.8	387.3	333.3	367.9	317.0	419.7	381.0
Billable expenses	356.4	395.1	394.3	443.6	376.7	401.8	468.8	442.3
Cost of services	2,166.7	2,049.2	2,162.8	2,069.8	2,079.0	1,970.2	2,320.6	2,247.0
Selling, general and administrative expenses <sup>1</sup>	41.4	35.1	18.1	28.8	9.8	21.6	24.5	81.0
Depreciation and amortization	71.1	46.0	73.0	44.0	69.0	44.0	65.4	68.9
Restructuring Charges <sup>2</sup>	31.8	0.0	2.1	0.0	0.0	0.0	0.0	0.0
Total operating expenses	2,311.0	2,130.3	2,256.0	2,142.6	2,157.8	2,035.8	2,410.5	2,396.9
<b>Operating income</b>	50.2	38.8	264.2	249.2	280.3	261.7	491.3	459.1
Other (expense) income, net <sup>3</sup>	(6.9)	(24.4)	(3.8)	(16.3)	(7.4)	(15.3)	(24.8)	(13.6)
Total (expenses) and other income	(48.9)	(40.3)	(47.7)	(37.7)	(47.6)	(37.6)	(63.5)	(55.2)
Provision for income taxes <sup>4</sup>	10.5	12.7	43.6	63.6	64.6	60.7	86.1	62.2
Net (loss) income	(9.5)	(16.1)	172.8	147.8	168.4	163.5	342.2	342.5
Net (loss) income available to IPG common stockholders	\$ (8.0)	\$ (14.1)	\$ 169.5	\$ 145.8	\$ 165.6	\$ 161.0	\$ 328.9	\$ 326.2
(Loss) earnings per share available to IPG common stockholders:								
Basic	\$ (0.02)	\$ (0.04)	\$ 0.44	\$ 0.38	\$ 0.43	\$ 0.42	\$ 0.85	\$ 0.85
Diluted	\$ (0.02)	\$ (0.04)	\$ 0.43	\$ 0.37	\$ 0.42	\$ 0.41	\$ 0.84	\$ 0.84
Dividends declared per common share	\$ 0.235	\$ 0.210	\$ 0.235	\$ 0.210	\$ 0.235	\$ 0.210	\$ 0.235	\$ 0.210

<sup>1</sup> The three months ended June 30, September 30 and December 31, 2018 included transaction costs of \$1.4, \$11.0, and \$22.6, respectively, related to the acquisition of Acxiom. See "Acquisitions" Note 6 for further information.

<sup>2</sup> The three months ended March 31, 2019 and June 30, 2019 included restructuring charges of \$31.8 and \$2.1, respectively. See "Restructuring Charges" Note 11 for further information.

<sup>3</sup> The three months ended March 31, June 30, September 30 and December 31, 2019 included pre-tax net losses of \$8.6, \$3.2, \$7.7, and \$23.9, respectively, on sales of businesses. The three months ended March 31, June 30, September 30 and December 31, 2018 included pre-tax net losses of \$24.4, \$19.8, \$5.8, and \$11.9, respectively, on sales of businesses.

<sup>4</sup> The three months ended June 30 and December 31, 2019 included a tax benefit of \$13.9 related to the settlement of certain tax positions and \$25.3 related to valuation allowance reversals, respectively. The three months ended December 31, 2018 included a tax benefit of \$23.4 related to various discrete tax items.

**Note 19: Subsequent Events**

We announced on February 12, 2020 that our Board had declared a common stock cash dividend of \$0.255 per share, payable on March 16, 2020 to holders of record as of the close of business on March 2, 2020.

**Item 9. *Changes in and Disagreements with Accountants on Accounting and Financial Disclosure***

None.

**Item 9A. *Controls and Procedures***

**Evaluation of disclosure controls and procedures**

In connection with the preparation of this Annual Report on Form 10-K for the year ended December 31, 2019, we have carried out an evaluation under the supervision of, and with the participation of, our management, including the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Based on this evaluation, our Chief Executive Officer and Chief Financial Officer have concluded (1) that the disclosure controls and procedures were effective as of December 31, 2019 to provide reasonable assurance that information required to be disclosed in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms and (2) that the disclosure controls and procedures were effective as of December 31, 2019 to provide reasonable assurance that information required to be disclosed in the reports that we file or submit under the Exchange Act is accumulated and communicated to our management, including the principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure.

There are inherent limitations to the effectiveness of any system of disclosure controls and procedures, including the possibility of human error and the circumvention or overriding of the controls and procedures. Accordingly, even effective disclosure controls and procedures can only provide reasonable assurance of achieving their control objectives.

**Management’s report on internal control over financial reporting**

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rule 13a-15(f). Management (with the participation of our Chief Executive Officer and Chief Financial Officer) conducted an evaluation of the effectiveness of internal control over financial reporting based on the framework in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on this evaluation, management concluded that IPG’s internal control over financial reporting was effective as of December 31, 2019. PricewaterhouseCoopers LLP, an independent registered public accounting firm, has audited the effectiveness of IPG’s internal control over financial reporting as of December 31, 2019, as stated in their report which appears in this Annual Report on Form 10-K.

**Changes in internal control over financial reporting**

There has been no change in internal control over financial reporting in the quarter ended December 31, 2019 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

**Item 9B. *Other Information***

None.

## PART III

### Item 10. *Directors, Executive Officers and Corporate Governance*

The information required by this Item is incorporated by reference to the “Election of Directors” section, the “Director Selection Process” section, the “Code of Conduct” section, the “Committees of the Board of Directors” section, the “Audit Committee” section and the “Section 16(a) Beneficial Ownership Reporting Compliance” section of the Proxy Statement for the Annual Meeting of Stockholders to be held on May 21, 2020 (the “Proxy Statement”), except for the description of our Executive Officers, which appears in Part I of this Report on Form 10-K under the heading “Executive Officers of IPG.”

#### **New York Stock Exchange Certification**

In 2019, our Chief Executive Officer provided the Annual CEO Certification to the New York Stock Exchange, as required under Section 303A.12(a) of the New York Stock Exchange Listed Company Manual.

### Item 11. *Executive Compensation*

The information required by this Item is incorporated by reference to the “Executive Compensation” section, the “Non-Management Director Compensation” section, the “Compensation Discussion and Analysis” section and the “Compensation and Leadership Talent Committee Report” section of the Proxy Statement.

### Item 12. *Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters*

The information required by this Item is incorporated by reference to the “Outstanding Shares and Ownership of Common Stock” section of the Proxy Statement, except for information regarding the shares of common stock to be issued or which may be issued under our equity compensation plans as of December 31, 2019, which is provided in the following table.

<u>Plan Category</u>	Number of Shares of Common Stock to be Issued Upon Exercise of Outstanding Options, Warrants and Rights (a) <sup>1, 2, 3, 4</sup>	Weighted-Average Exercise Price of Outstanding Stock Options (b)	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a)) (c) <sup>5</sup>
Equity Compensation Plans Approved by Security Holders	11,542,945	\$ 12.26	36,045,173

1 Included a total of 1,186,217 outstanding stock options granted under the 2009 Performance Incentive Plan (the “2009 Plan”). These options are the only instruments taken into account in computing the weighted-average exercise price in column (b) of this table.

2 Included a total of 5,553,098 shares of Common Stock representing the target number of shares issuable under the 2014 Performance Incentive Plan (the “2014 Plan”) following the completion of the 2017-2019 performance period, the 2018-2020 performance period, and the 2019-2021 performance period, respectively.

3 Included a total of 4,717,130 shares of Common Stock issuable pursuant to restricted share unit awards granted under the 2014 Plan, which are settled in shares of Common Stock.

4 Included a total of 86,500 shares of Common Stock issuable pursuant to restricted share units awards granted under the 2009 Non-Management Directors’ Stock Incentive Plan, which are settled in shares of Common Stock.

5 Included (i) 27,153,156 shares of Common Stock available for issuance under the shares of Common Stock available for issuance under the 2019 Performance Incentive Plan and (ii) 8,892,017 shares of Common Stock available for issuance under the Employee Stock Purchase Plan (2016).

### Item 13. *Certain Relationships and Related Transactions, and Director Independence*

The information required by this Item is incorporated by reference to the “Transactions with Related Persons” section and the “Director Independence” section of the Proxy Statement.

### Item 14. *Principal Accountant Fees and Services*

The information required by this Item is incorporated by reference to the “Appointment of Registered Public Accounting Firm” section of the Proxy Statement.

## PART IV

### Item 15. *Exhibits, Financial Statement Schedules*

(a) Listed below are all financial statements, financial statement schedules and exhibits filed as part of this Report on Form 10-K.

1. *Financial Statements:*

Report of Independent Registered Public Accounting Firm

Consolidated Statements of Operations for the years ended December 31, 2019, 2018 and 2017

Consolidated Statements of Comprehensive Income for the years ended December 31, 2019, 2018 and 2017

Consolidated Balance Sheets as of December 31, 2019 and 2018

Consolidated Statements of Cash Flows for the years ended December 31, 2019, 2018 and 2017

Consolidated Statements of Stockholders' Equity for the years ended December 31, 2019, 2018 and 2017

Notes to Consolidated Financial Statements

2. *Financial Statement Schedules:*

All financial statement schedules are omitted because they are either not applicable or the required information is otherwise provided.

3. *Exhibits:*

All exhibits, including management contracts and compensatory plans or arrangements, required pursuant to Item 601 of Regulation S-K to be filed as part of this report or incorporated herein by reference to other documents, are listed in the Exhibit Index of this Report on Form 10-K. The agreements and other documents filed as exhibits to this report are not intended to provide factual information or other disclosure other than with respect to the terms of the agreements or other documents themselves, and you should not rely on them for that purpose. In particular, any representations and warranties made by us in these agreements or other documents were made solely within the specific context of the relevant agreement or document and may not describe the actual state of affairs as of the date they were made or at any other time.

### Item 16. *Form 10-K Summary*

None.

## EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
<a href="#">2(i)</a>	Membership Interest Purchase Agreement, dated as of July 2, 2018, by and among Acxiom Corporation, the Registrant, LiveRamp, Inc., and Acxiom Holdings, Inc., is incorporated by reference to Exhibit 2.1 of the Registrant's Current Report on Form 8-K, filed with the SEC on July 6, 2018.
<a href="#">3(i)</a>	Restated Certificate of Incorporation of the Registrant dated as of October 24, 2013, is incorporated by reference to Exhibit 3(i)(2) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2013.
<a href="#">3(ii)</a>	Amended and Restated By-Laws of the Registrant dated as of October 26, 2016, is incorporated by reference to Exhibit 3(ii) to the Registrant's Current Report on Form 8-K filed with the SEC on October 27, 2016.
<a href="#">4(iii)(A)</a>	Senior Debt Indenture dated as of March 2, 2012 (the "2012 Indenture"), between the Registrant and U.S. Bank National Association, as Trustee, is incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed with the SEC on March 2, 2012.
<a href="#">4(iii)(B)</a>	First Supplemental Indenture, dated as of March 2, 2012, to the 2012 Indenture, with respect to the 4.00% Senior Notes due 2022 is incorporated by reference to Exhibit 4.2 to the Registrant's Current Report on Form 8-K filed with the SEC on March 2, 2012.
<a href="#">4(iii)(C)</a>	Third Supplemental Indenture, dated as of November 8, 2012, to the 2012 Indenture, with respect to the 3.75% Senior Notes due 2023 is incorporated by reference to Exhibit 4.3 to the Registrant's Current Report on Form 8-K filed with the SEC on November 8, 2012.
<a href="#">4(iii)(D)</a>	Fourth Supplemental Indenture, dated as of April 3, 2014, to the 2012 Indenture, with respect to the 4.20% Senior Notes due 2024 is incorporated by reference to Exhibit 4.2 to the Registrant's Current Report on Form 8-K filed with the SEC on April 3, 2014.
<a href="#">4(iii)(E)</a>	Fifth Supplemental Indenture, dated as of September 21, 2018, to the 2012 Indenture, with respect to the 3.500% Senior Notes due 2020 is incorporated by reference to Exhibit 4.2 to the Registrant's Current Report on Form 8-K filed with the SEC on September 21, 2018.
<a href="#">4(iii)(F)</a>	Sixth Supplemental Indenture, dated as of September 21, 2018, to the 2012 Indenture, with respect to the 3.750% Senior Notes due 2021 is incorporated by reference to Exhibit 4.3 to the Registrant's Current Report on Form 8-K filed with the SEC on September 21, 2018.
<a href="#">4(iii)(G)</a>	Seventh Supplemental Indenture, dated as of September 21, 2018, to the 2012 Indenture, with respect to the 4.650% Senior Notes due 2028 is incorporated by reference to Exhibit 4.4 to the Registrant's Current Report on Form 8-K filed with the SEC on September 21, 2018.
<a href="#">4(iii)(H)</a>	Eighth Supplemental Indenture, dated as of September 21, 2018, to the 2012 Indenture, with respect to the 5.400% Senior Notes due 2048 is incorporated by reference to Exhibit 4.5 to the Registrant's Current Report on Form 8-K filed with the SEC on September 21, 2018.
<a href="#">4(vi)</a>	Description of Registered Securities
<a href="#">10(i)(A)</a>	Amended and Restated Credit Agreement, dated as of November 1, 2019, among The Interpublic Group of Companies, Inc., the lenders named therein and Citibank, N.A., as administrative agent, is incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the SEC on November 5, 2019.
(i) Michael I. Roth	
<a href="#">10(iii)(A)(1)</a>	Employment Agreement, made as of July 13, 2004, by and between the Registrant and Michael I. Roth, is incorporated by reference to Exhibit 10(iii)(A)(9) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2004.*
<a href="#">10(iii)(A)(2)</a>	Supplemental Employment Agreement, dated as of January 19, 2005, between the Registrant and Michael I. Roth, is incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K filed with the SEC on January 21, 2005.*
<a href="#">10(iii)(A)(3)</a>	Supplemental Employment Agreement, dated as of February 14, 2005, between the Registrant and Michael I. Roth, is incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the SEC on February 17, 2005.*

<u>Exhibit No.</u>	<u>Description</u>
<a href="#">10(iii)(A)(4)</a>	Amendment, made as of September 12, 2007, to an Employment Agreement, made as of July 13, 2004, between the Registrant and Michael I. Roth, is incorporated by reference to Exhibit 10(iii)(A)(7) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2007. *
<a href="#">10(iii)(A)(5)</a>	Amendment, dated May 1, 2008, to an Employment Agreement, made as of July 13, 2004, between the Registrant and Michael I. Roth, is incorporated by reference to Exhibit 10(iii)(A)(1) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2008.*
<a href="#">10(iii)(A)(6)</a>	The Interpublic Senior Executive Retirement Income Plan Participation Agreement, dated March 31, 2008, between the Registrant and Michael I. Roth, is incorporated by reference to Exhibit 10(iii)(A)(1) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2008.*
<a href="#">10(iii)(A)(7)</a>	Executive Change of Control Agreement, effective as of May 27, 2010, by and between the Registrant and Michael I. Roth, is incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the SEC on May 27, 2010.*
<a href="#">10(iii)(A)(8)</a>	Extension of Existing Executive Change of Control Agreement by and between the Registrant and Michael I. Roth, dated August 29, 2013 is incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the SEC on August 30, 2013.*
<a href="#">10(iii)(A)(9)</a>	Extension of Existing Executive Change of Control Agreement by and between the Registrant and Michael I. Roth, dated October 26, 2016 is incorporated by reference to Exhibit 10(iii)(a)(1) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2016.*
<a href="#">10(iii)(A)(10)</a>	Extension of Existing Executive Change of Control Agreement by and between the Registrant and Michael I. Roth, dated July 24, 2019 is incorporated by reference to Exhibit 10(iii)(a)(2) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2019.*
(ii) Andrew Bonzani	
<a href="#">10(iii)(A)(11)</a>	Employment Agreement, effective as of December 22, 2011, by and between the Registrant and Andrew Bonzani, is incorporated by reference to Exhibit(iii)(A)(8) to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2012.*
<a href="#">10(iii)(A)(12)</a>	Executive Change of Control Agreement, effective as of December 22, 2011, by and between the Registrant and Andrew Bonzani, is incorporated by reference to Exhibit(iii)(A)(9) to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2012.*
<a href="#">10(iii)(A)(13)</a>	Extension of Existing Executive Change of Control Agreement by and between the Registrant and Andrew Bonzani, dated August 29, 2013 is incorporated by reference to Exhibit 10.3 to the Registrant's Current Report on Form 8-K filed with the SEC on August 30, 2013.*
<a href="#">10(iii)(A)(14)</a>	Extension of Existing Executive Change of Control Agreement by and between the Registrant and Andrew Bonzani, dated October 26, 2016 is incorporated by reference to Exhibit 10(iii)(a)(3) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2016.*
<a href="#">10(iii)(A)(15)</a>	Extension of Existing Executive Change of Control Agreement by and between the Registrant and Andrew Bonzani, dated July 24, 2019 is incorporated by reference to Exhibit 10(iii)(a)(3) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2019.*
(iii) Christopher Carroll	
<a href="#">10(iii)(A)(16)</a>	Employment Agreement, made as of April 1, 2006, by and between the Registrant and Christopher Carroll, is incorporated by reference to Exhibit 10(iii)(A)(8) to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2011.*
<a href="#">10(iii)(A)(17)</a>	Amendment, dated as of October 29, 2007, to an Employment Agreement, made as of April 1, 2006, between the Registrant and Christopher Carroll, is incorporated by reference to Exhibit 10(iii)(A)(9) to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2011.*
<a href="#">10(iii)(A)(18)</a>	Executive Change of Control Agreement, effective as of May 27, 2010, by and between the Registrant and Christopher Carroll, is incorporated by reference to Exhibit 10(iii)(A)(10) to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2011.*
<a href="#">10(iii)(A)(19)</a>	Extension of Existing Executive Change of Control Agreement by and between the Registrant and Christopher Carroll, dated August 29, 2013 is incorporated by reference to Exhibit 10.4 to the Registrant's Current Report on Form 8-K filed with the SEC on August 30, 2013.*

<u>Exhibit No.</u>	<u>Description</u>
<a href="#">10(iii)(A)(20)</a>	Extension of Existing Executive Change of Control Agreement by and between the Registrant and Christopher Carroll, dated October 26, 2016 is incorporated by reference to Exhibit 10(iii)(a)(4) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2016.*
<a href="#">10(iii)(A)(21)</a>	Extension of Existing Executive Change of Control Agreement by and between the Registrant and Christopher Carroll, dated July 24, 2019 is incorporated by reference to Exhibit 10(iii)(a)(4) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2019.*
(iv) Ellen Johnson	
<a href="#">10(iii)(A)(22)</a>	Employment Agreement between the Registrant and Ellen Johnson dated as of April 1, 2004, is incorporated by reference to Exhibit 10(iii)(A)(1) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2019.*
<a href="#">10(iii)(A)(23)</a>	Supplemental Employment Agreement between the Registrant and Ellen Johnson dated September 22, 2004, is incorporated by reference to Exhibit 10(iii)(A)(2) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2019.*
<a href="#">10(iii)(A)(24)</a>	Amendment to Employment Agreement between the Registrant and Ellen Johnson dated as of March 4, 2008, is incorporated by reference to Exhibit 10(iii)(A)(3) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2019.*
<a href="#">10(iii)(A)(25)</a>	Executive Change of Control Agreement between the Registrant and Ellen Johnson dated as of May 27, 2010, is incorporated by reference to Exhibit 10(iii)(A)(4) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2019.*
<a href="#">10(iii)(A)(26)</a>	Extension of Existing Executive Change of Control Agreement between the Registrant and Ellen Johnson dated August 29, 2013, is incorporated by reference to Exhibit 10(iii)(A)(5) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2019.*
<a href="#">10(iii)(A)(27)</a>	Extension of Existing Executive Change of Control Agreement between the Registrant and Ellen Johnson dated October 26, 2016, is incorporated by reference to Exhibit 10(iii)(A)(6) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2019.*
<a href="#">10(iii)(A)(28)</a>	Extension of Existing Executive Change of Control Agreement between the Registrant and Ellen Johnson dated July 24, 2019 is incorporated by reference to Exhibit 10(iii)(a)(6) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2019.*
(iv) Philippe Krakowsky	
<a href="#">10(iii)(A)(29)</a>	Executive Special Benefits Agreement, dated as of February 1, 2002, and signed as of August 21, 2002, between the Registrant and Philippe Krakowsky, is incorporated by reference to Exhibit 10(iii)(A)(v) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2002.*
<a href="#">10(iii)(A)(30)</a>	Employment Agreement, made as of January 1, 2006 and executed on March 20, 2006, by and between the Registrant and Philippe Krakowsky, is incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the SEC on March 24, 2006.*
<a href="#">10(iii)(A)(31)</a>	Amendment, made as of September 12, 2007, to an Employment Agreement, made as of January 1, 2006, between the Registrant and Philippe Krakowsky, is incorporated by reference to Exhibit 10(iii)(A)(13) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2007.*
<a href="#">10(iii)(A)(32)</a>	Amendment, dated September 12, 2007, to an Executive Special Benefit Agreement, dated February 1, 2002, between the Registrant and Philippe Krakowsky, is incorporated by reference to Exhibit 10(iii)(A)(15) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2007.*
<a href="#">10(iii)(A)(33)</a>	Amendment, dated May 1, 2008, to an Employment Agreement, made as of January 1, 2006, between the Registrant and Philippe Krakowsky, is incorporated by reference to Exhibit 10(iii)(A)(3) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2008.*
<a href="#">10(iii)(A)(34)</a>	Executive Change of Control Agreement, effective as of May 27, 2010, by and between the Registrant and Philippe Krakowsky, is incorporated by reference to Exhibit 10.3 to the Registrant's Current Report on Form 8-K filed with the SEC on May 27, 2010.*
<a href="#">10(iii)(A)(35)</a>	Extension of Existing Executive Change of Control Agreement by and between the Registrant and Philippe Krakowsky, dated August 29, 2013 is incorporated by reference to Exhibit 10.5 to the Registrant's Current Report on Form 8-K filed with the SEC on August 30, 2013.*



<u>Exhibit No.</u>	<u>Description</u>
<a href="#">10(iii)(A)(36)</a>	Extension of Existing Executive Change of Control Agreement by and between the Registrant and Philippe Krakowsky, dated October 26, 2016 is incorporated by reference to Exhibit 10(iii)(a)(5) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2016.*
<a href="#">10(iii)(A)(37)</a>	Extension of Existing Executive Change of Control Agreement by and between the Registrant and Philippe Krakowsky, dated July 24, 2019 is incorporated by reference to Exhibit 10(iii)(a)(5) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2019.*
(v) Frank Mergenthaler	
<a href="#">10(iii)(A)(38)</a>	Employment Agreement, made as of July 13, 2005, between the Registrant and Frank Mergenthaler is incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the SEC on July 19, 2005.*
<a href="#">10(iii)(A)(39)</a>	Amendment, made as of September 12, 2007, to an Employment Agreement, made as of July 13, 2005, between the Registrant and Frank Mergenthaler, is incorporated by reference to Exhibit 10(iii)(A)(9) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2007.*
<a href="#">10(iii)(A)(40)</a>	Amendment, dated May 1, 2008, to an Employment Agreement, made as of July 13, 2005, between the Registrant and Frank Mergenthaler, is incorporated by reference to Exhibit 10(iii)(A)(2) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2008.*
<a href="#">10(iii)(A)(41)</a>	Executive Change of Control Agreement, effective as of May 27, 2010, by and between the Registrant and Frank Mergenthaler, is incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K filed with the SEC on May 27, 2010.*
<a href="#">10(iii)(A)(42)</a>	Extension of Existing Executive Change of Control Agreement by and between the Registrant and Frank Mergenthaler, dated August 29, 2013 is incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K filed with the SEC on August 30, 2013.*
<a href="#">10(iii)(A)(43)</a>	Extension of Existing Executive Change of Control Agreement by and between the Registrant and Frank Mergenthaler, dated October 26, 2016 is incorporated by reference to Exhibit 10(iii)(a)(2) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2016.*
<a href="#">10(iii)(A)(44)</a>	Transition Agreement, dated as of June 11, 2019, by and between the Registrant and Frank Mergenthaler, is incorporated by reference to the Registrant's Current Report on Form 8-K filed with the SEC on June 12, 2019*

Compensation Plans and Arrangements:

<a href="#">10(iii)(A)(45)</a>	The Interpublic 2009 Performance Incentive Plan (the "2009 PIP") is incorporated by reference to Appendix A to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the SEC on June 2, 2009.*
<a href="#">10(iii)(A)(46)</a>	2009 PIP Non-Statutory Stock Option Award Agreement (updated 2010) is incorporated by reference to Exhibit 10(iii)(A)(89) to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2010.*
<a href="#">10(iii)(A)(47)</a>	2009 PIP Non-Statutory Stock Option Award Agreement (updated 2013) is incorporated by reference to Exhibit 10(iii)(A)(68) to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2012.*
<a href="#">10(iii)(A)(48)</a>	The 2009 Non-Management Directors' Stock Incentive Plan (the "2009 NMD Plan") is incorporated by reference to Exhibit 10(iii)(A)(9) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2009.*
<a href="#">10(iii)(A)(49)</a>	Amendment to the 2009 NMD Plan is incorporated by reference to Exhibit 10(iii)(A)(2) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2012.*
<a href="#">10(iii)(A)(50)</a>	2009 NMD Plan Restricted Stock Award Agreement (updated 2013) is incorporated by reference to Exhibit 10(iii)(A)(3) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2012.*
<a href="#">10(iii)(A)(51)</a>	Supplement to the 2006 PIP and 2009 PIP is incorporated by reference to Exhibit 10(iii)(A)(88) to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2009.*
<a href="#">10(iii)(A)(52)</a>	The Interpublic Group 2014 Performance Incentive Plan (the "2014 PIP") is incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the SEC on May 28, 2014.*

<u>Exhibit No.</u>	<u>Description</u>
<a href="#">10(iii)(A)(53)</a>	2014 PIP Restricted Stock Award Agreement is incorporated by reference to Exhibit 10(iii)(A)(60) to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2014.*
<a href="#">10(iii)(A)(54)</a>	2014 PIP Restricted Stock Unit Award Agreement (updated 2018), is incorporated by reference to Exhibit 10(iii)(A)(46) to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2017.*
<a href="#">10(iii)(A)(55)</a>	2014 PIP Restricted Stock Unit Award Agreement (updated 2019) is incorporated by reference to Exhibit 10(iii)(A)(47) to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2018.*
<a href="#">10(iii)(A)(56)</a>	2014 PIP Performance Share Award Agreement is incorporated by reference to Exhibit 10(iii)(A)(61) to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2014.*
<a href="#">10(iii)(A)(57)</a>	2014 PIP Performance Share Award Agreement (updated 2018) is incorporated by reference to Exhibit 10(iii)(A)(48) to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2017.*
<a href="#">10(iii)(A)(58)</a>	2014 PIP Performance Share Award Agreement (updated 2019) is incorporated by reference to Exhibit 10(iii)(A)(50) to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2018.*
<a href="#">10(iii)(A)(59)</a>	2014 PIP Performance Cash Award Agreement is incorporated by reference to Exhibit 10(iii)(A)(62) to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2014.*
<a href="#">10(iii)(A)(60)</a>	2014 PIP Performance Cash Award Agreement (updated 2018) is incorporated by reference to Exhibit 10(iii)(A)(50) to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2017.*
<a href="#">10(iii)(A)(61)</a>	2014 PIP Performance Cash Award Agreement (updated 2019) is incorporated by reference to Exhibit 10(iii)(A)(53) to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2018.*
<a href="#">10(iii)(A)(62)</a>	The Interpublic Group 2019 Performance Incentive Plan (the "2019 PIP"). *
<a href="#">10(iii)(A)(63)</a>	2019 PIP Restricted Stock Award Agreement.*
<a href="#">10(iii)(A)(64)</a>	2019 PIP Restricted Stock Unit Award Agreement.*
<a href="#">10(iii)(A)(65)</a>	2019 PIP Restricted Stock Unit Award Agreement (version2).*
<a href="#">10(iii)(A)(66)</a>	2019 PIP Performance Share Award Agreement.*
<a href="#">10(iii)(A)(67)</a>	2019 PIP Performance Share Award Agreement (version 2).*
<a href="#">10(iii)(A)(68)</a>	2019 PIP Performance Cash Award Agreement.*
<a href="#">10(iii)(A)(69)</a>	2019 PIP Performance Cash Award Agreement (version 2).*
<a href="#">10(iii)(A)(70)</a>	The Restricted Cash Plan, as Amended and Restated as of May 18, 2009 is incorporated by reference to Exhibit 10(iii)(A)(13) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2009. *
<a href="#">10(iii)(A)(71)</a>	Restricted Cash Award Agreement.*
<a href="#">10(iii)(A)(72)</a>	The Interpublic Senior Executive Incentive Plan is incorporated by reference to Exhibit 10(iii)(a)(7) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2019.*
<a href="#">10(iii)(A)(73)</a>	The Employee Stock Purchase Plan (2016) of the Registrant is incorporated by reference to Exhibit 4.4 to the Registrant's Registration Statement on Form S-8 filed with the SEC on December 21, 2015.*
<a href="#">10(iii)(A)(74)</a>	The Interpublic Group Executive Performance (162(m) Plan) is incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K filed with the SEC on May 28, 2014.*
<a href="#">10(iii)(A)(75)</a>	The Interpublic Executive Severance Plan, amended and restated, effective August 16, 2017, is incorporated by reference to Exhibit 10(ii)(A)(1) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2017.*
<a href="#">10(iii)(A)(76)</a>	The Interpublic Senior Executive Retirement Income Plan, Amended and Restated (the "Restated SERIP"), effective January 1, 2007, is incorporated by reference to Exhibit 10(iii)(A)(1) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2007.*

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">10(iii)(A)(77)</a>	Restated SERIP - Form of Restated Participation Agreement is incorporated by reference to Exhibit 10(iii)(A)(2) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2007.*
<a href="#">10(iii)(A)(78)</a>	Restated SERIP - Form of Participation Agreement (Form For New Participants) is incorporated by reference to Exhibit 10(iii)(A)(3) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2007.*
<a href="#">10(iii)(A)(79)</a>	The Interpublic Senior Executive Retirement Income Plan, amended and restated, effective August 1, 2014, and form of Participation Agreement for New Participants is incorporated by reference to Exhibit 10(iii)(A)(2) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2014.*
<a href="#">10(iii)(A)(80)</a>	The Interpublic Capital Accumulation Plan, Amended and Restated (the "Restated CAP"), effective January 1, 2007, is incorporated by reference to Exhibit 10(iii)(A)(4) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2007.*
<a href="#">10(iii)(A)(81)</a>	Restated CAP - Form of Restated Participation Agreement is incorporated by reference to Exhibit 10(iii)(A)(5) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2007.*
<a href="#">10(iii)(A)(82)</a>	Restated CAP - Form of Participation Agreement (Form For New Participants), is incorporated by reference to Exhibit 10(iii)(A)(6) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2007.*
<a href="#">10(iii)(A)(83)</a>	The Interpublic Capital Accumulation Plan, amended and restated, effective August 1, 2014, and form of Participation Agreement for New Participants is incorporated by reference to Exhibit 10(iii)(A)(1) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2014.*
<a href="#">10(iii)(A)(84)</a>	Description of Changes to the Compensation for Non-Management Directors, is incorporated by reference to Exhibit 10(iii)(A)(69) to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2015.*
<a href="#">21</a>	Subsidiaries of the Registrant.
<a href="#">23</a>	Consent of PricewaterhouseCoopers LLP.
<a href="#">24</a>	Power of Attorney to sign Form 10-K and resolution of Board of Directors re Power of Attorney.
<a href="#">31.1</a>	Certification of the Chief Executive Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934, as amended.
<a href="#">31.2</a>	Certification of the Chief Financial Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934, as amended.
<a href="#">32</a>	Certification of the Chief Executive Officer and the Chief Financial Officer furnished pursuant to 18 U.S.C. Section 1350 and Rule 13a-14(b) under the Securities Exchange Act of 1934, as amended.
101	Interactive Data File, for the period ended December 31, 2019. The instance document does not appear in the interactive data file because its XBRL tags are embedded within the inline XBRL document.
104	Cover Page Interactive Data File. The cover page XBRL tags are embedded within the inline XBRL document and are included in Exhibit 101.

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\* Management contracts and compensation plans and arrangements.

## SIGNATURES

Pursuant to the requirements of Section 13 of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

THE INTERPUBLIC GROUP OF COMPANIES, INC.  
(Registrant)

By /s/ Michael I. Roth  
Michael I. Roth  
Chairman of the Board and Chief Executive Officer

Date: February 21, 2020

Pursuant to the requirements of the Securities Exchange Act of 1934, this Report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Michael I. Roth</u> Michael I. Roth	Chairman of the Board and Chief Executive Officer (Principal Executive Officer)	February 21, 2020
<u>/s/ Ellen Johnson</u> Ellen Johnson	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	February 21, 2020
<u>/s/ Christopher F. Carroll</u> Christopher F. Carroll	Senior Vice President, Controller and Chief Accounting Officer (Principal Accounting Officer)	February 21, 2020
<u>/s/ Jocelyn Carter-Miller</u> Jocelyn Carter-Miller	Director	February 21, 2020
<u>/s/ H. John Greeniaus</u> H. John Greeniaus	Director	February 21, 2020
<u>/s/ Mary J. Steele Guilfoile</u> Mary J. Steele Guilfoile	Director	February 21, 2020
<u>/s/ Dawn Hudson</u> Dawn Hudson	Director	February 21, 2020
<u>/s/ William T. Kerr</u> William T. Kerr	Director	February 21, 2020
<u>/s/ Henry S. Miller</u> Henry S. Miller	Director	February 21, 2020
<u>/s/ Jonathan F. Miller</u> Jonathan F. Miller	Director	February 21, 2020
<u>/s/ Patrick Q. Moore</u> Patrick Q. Moore	Director	February 21, 2020
<u>/s/ Linda S. Sanford</u> Linda Sanford	Director	February 21, 2020
<u>/s/ David M. Thomas</u> David M. Thomas	Director	February 21, 2020
<u>/s/ E. Lee Wyatt Jr.</u> E. Lee Wyatt Jr.	Director	February 21, 2020

## DESCRIPTION OF THE REGISTRANT'S COMMON STOCK

We are incorporated in the State of Delaware. The rights of our stockholders are generally covered by Delaware law and our restated certificate of incorporation and amended and restated by-laws. The terms of our common stock are therefore subject to Delaware law, including the Delaware General Corporation Law. Our restated certificate of incorporation and amended and restated by-laws are filed as exhibits to our Annual Report on Form 10-K.

### **Authorized Capital Stock**

We are authorized to issue up to 800 million shares of common stock, par value \$0.10 per share, and 20 million shares of preferred stock, without par value. Our common stock is registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended.

### **Common Stock**

The following briefly summarizes the material terms of our common stock.

#### *Voting Rights*

Each share of common stock is entitled to one vote, and a majority of the votes cast with respect to a matter will be sufficient to authorize action upon that matter. Directors are elected by a majority of the votes cast. Stockholders do not have the right to cumulate their votes in the election of directors.

#### *No Preemptive or Conversion Rights*

Our common stock does not entitle its holders to any preemption, redemption, conversion, sinking fund or subscription rights.

#### *Assets Upon Dissolution*

In the event of our liquidation, dissolution or winding-up, holders of common stock are entitled to receive proportionately any assets legally available for distribution to our stockholders with respect to shares held by them, subject to any prior or equal rights of any of our preferred stock then outstanding.

#### *Dividends*

Holders of common stock are entitled to receive ratably the dividends or distributions that our Board of Directors may declare out of legally available funds. In addition, the payment of distributions to stockholders is subject to any prior or equal rights of outstanding preferred stock.

#### *Transfer Agent and Registrar*

The transfer agent and registrar for the common stock is Computershare Shareowner Services LLC.

### **Anti-Takeover Provisions of Delaware Law**

We are subject to Section 203 of the Delaware General Corporation Law. In general, Section 203 prohibits a publicly held Delaware corporation from engaging in a business combination with an interested stockholder for a period of three years following the date the person became an interested stockholder, unless, among other exceptions, the business combination or the transaction in which the person became an interested stockholder is approved in a prescribed manner. Generally, a business combination includes a merger, asset or stock sale, or other transaction resulting in a financial benefit to the interested stockholder. Generally, an interested stockholder is a person who, together with affiliates and associates, owns or, in the case of affiliates or associates of the corporation, within three years prior to the determination of interested stockholder status, owned 15% or more of a corporation's voting stock. The existence of this provision could have anti-takeover effects with respect to transactions not approved in advance by our Board of Directors, such as discouraging takeover attempts that might result in a premium over the market price of our common stock.

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### **Charter and By-laws Anti-Takeover Provisions**

Our restated certificate of incorporation provides for the issuance by the Board of Directors of up to 20 million shares of preferred stock, with voting power, designations, preferences and other special rights. The issuance of preferred stock could decrease the amount of earnings and assets available for distribution to the holders of common stock or could adversely affect the rights and powers, including voting rights, of holders of common stock. No shares of preferred stock are outstanding.

Preferred stockholders could also make it more difficult for a third party to acquire our Company. The authorization of undesignated preferred stock makes it possible for our Board of Directors to issue preferred stock with voting or other rights or preferences that could impede the success of any attempt to effect a change of control of our Company. The foregoing provisions of our amended and restated certificate of incorporation and the Delaware General Corporation Law may have the effect of deterring or discouraging hostile takeovers or delaying changes in control of our Company.

Our amended and restated by-laws establish an advance notice procedure for stockholders to bring matters before an annual or special meeting, including proposed nominations of persons for election to our Board of Directors. These procedures specify the information stockholders must include in their notice and the timeframe in which they must give us notice. Our amended and restated by-laws may have the effect of precluding the conduct of certain business at a meeting if the proper procedures are not followed. These provisions may also discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of our Company. Our amended and restated by-laws also permit stockholders representing ownership of no less than 25% or more of the outstanding shares of all classes of capital stock entitled to vote thereat to call a special meeting of the stockholders, provided that the stockholders satisfy the requirements specified therein.

**THE INTERPUBLIC GROUP OF COMPANIES, INC.  
2019 PERFORMANCE INCENTIVE PLAN**

**Section 1.** Purpose.

The purposes of the Plan are to promote the interests of the Company and its shareholders by enabling the Company to:

- (a) attract, retain, and motivate talented individuals as Eligible Employees and Non-Management Directors;
- (b) provide Eligible Employees and Non-Management Directors with cash and equity-based incentives tied to the achievement of business, financial, and strategic objectives of the Company and its Subsidiaries and Affiliates; and
- (c) provide Eligible Employees and Non-Management Directors with incentives and opportunities tied to the Company's Common Stock.

**Section 2.** Definitions.

Unless the context clearly indicates otherwise, the following terms, when used in the Plan in capitalized form, shall have the meanings set forth below:

*“Administrator”* means (a) for Awards to Eligible Employees, the Committee, and (b) for Awards to Non-Management Directors, the Corporate Governance Committee, in each case, subject to delegation in accordance with Section 3(h) (Delegation) hereof.

*“Affiliate”* means any corporation or other entity (other than the Company or one of its Subsidiaries) in which the Company has a “controlling interest,” as defined in Treas. Reg. §§ 1.409A-1(b)(5)(iii)(E)(1) and 1.414(c)-2(b)(i), provided that the language “at least 40 percent” is used instead of “at least 80 percent” each place it appears in Treas. Reg. § 1.414(c)-2(b)(2)(i).

*“Award”* means any grant or award under the Plan, as evidenced in an Award Agreement.

*“Award Agreement”* means a written agreement (which may be electronic), including any amendment thereto, that sets forth the terms of the Award, as described in Section 11(a) (Awards) hereof.

*“Board”* means the Board of Directors of the Company.

*“Cause”* means, with respect to a Participant who is an Eligible Employee: (a) a material breach by the Participant of a provision in an employment agreement with Interpublic, a Subsidiary, or an Affiliate that, if capable of being cured, has not been cured within 15 days after the Participant receives written notice from his or her Employer of such breach; (b) misappropriation by the Participant of funds or property of the Company, a Subsidiary, or an Affiliate; (c) an attempt by the Participant to secure any personal profit related to the business of the Company, a Subsidiary, or an Affiliate that is not approved in writing by the Board or by the person to whom the Participant reports directly; (d) fraud, material dishonesty, gross negligence, gross malfeasance, or insubordination by the Participant, or material (1) failure by the Participant to follow the code of conduct of the Company, a Subsidiary, or an Affiliate or (2) misconduct by the Participant in the performance of his or her duties as an employee of the Company, a Subsidiary, or an Affiliate, excluding in each case any act (or series of acts) taken in good faith by the Participant that does not (and in the aggregate do not) cause material harm to the Company, a Subsidiary or an Affiliate; (e) refusal or failure by the Participant to attempt in good faith to perform the Participant's duties as an employee or to follow a reasonable good-faith direction of the Board or the person to whom the Participant reports that has not been cured within 15 days after the Participant receives written notice from his or her Employer of such refusal or failure; (f) commission by the Participant, or a formal charge or indictment alleging commission by the Participant, of a felony or a crime involving dishonesty, fraud, or moral turpitude; or (g) conduct by the Participant that is prohibited by the policy of the Company, a Subsidiary, or an Affiliate prohibiting discrimination or harassment based on age, gender, race, religion, disability, national origin or any other protected category. With respect to a Non-Management Director, *“Cause”* means an act or failure to act that constitutes cause for removal of a director under applicable Delaware law.

*“Change of Control”* means:

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(a) Subject to items (b) and (c) of this definition below, the first to occur of the following events:

- (1) Any person (within the meaning of Sections 13(d) and 14(d) of the Exchange Act) becomes the beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act) of stock that, together with other stock held by such person, possesses more than 50 percent of the combined voting power of the Company's then-outstanding stock;
- (2) Any person (within the meaning of Sections 13(d) and 14(d) of the Exchange Act) acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person) ownership of stock of the Company possessing 30 percent or more of the combined voting power of the Company's then-outstanding stock;
- (3) Any person (within the meaning of Sections 13(d) and 14(d) of the Exchange Act) acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person) assets from the Company that have a total gross fair market value equal to 40 percent or more of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions (where gross fair market value is determined without regard to any associated liabilities); or
- (4) During any 12-month period, a majority of the members of the Board is replaced by directors whose appointment or election is not endorsed by a majority of the members of the Board before the date of their appointment or election.

(b) A Change of Control shall not be deemed to occur by reason of:

- (1) The acquisition of additional control of the Company by any person or persons acting as a group that is considered to "effectively control" the Company (within the meaning of guidance issued under Section 409A of the Code); or
- (2) A transfer of assets to any entity controlled by the shareholders of the Company immediately after such transfer, including a transfer to (A) a shareholder of the Company (immediately before such transfer) in exchange for or with respect to its stock, (B) an entity, 50 percent or more of the total value or voting power of which is owned (immediately after such transfer) directly or indirectly by the Company, (C) a person or persons acting as a group that owns (immediately after such transfer) directly or indirectly 50 percent or more of the total value or voting power of all outstanding stock of the Company, or (D) an entity, at least 50 percent of the total value or voting power of which is owned (immediately after such transfer) directly or indirectly by a person described in clause (C), above.

(c) A Change of Control shall not be deemed to have occurred unless the relevant facts and circumstances give rise to a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the assets of the Company, within the meaning of Section 409A(a)(2)(A)(v) of the Code.

"Code" means the Internal Revenue Code of 1986, as amended.

"Committee" means the Compensation and Leadership Talent Committee of the Board or any successor thereto.

"Common Stock" means the Company's \$0.10 par value common stock.

"Company" means The Interpublic Group of Companies, Inc.

"Corporate Governance Committee" means the Corporate Governance Committee of the Board or any successor thereto.

"Corporate Transaction" means a stock split, stock dividend, extraordinary cash dividend, recapitalization, reorganization, merger, consolidation, split-up, spin-off, combination, exchange of shares, warrants or rights offering to purchase Common Stock at a price substantially below fair market value, or other similar event.

"Disability" means long-term disability as defined under the Company's applicable long-term disability plan or policy or, for a Non-Management Director, a long-term total disability that triggers a right to Social Security disability benefits, as determined by the Social Security Administration.

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“*Dividend Equivalent*” means an Award of a contractual right to receive payments equivalent to the amount of dividends paid with respect to Shares, as described in Section 9(a) (Dividend Equivalents and Shares in Lieu of Cash) hereof.

“*Eligible Employee*” means an employee of the Company, a Subsidiary, or an Affiliate who is determined by the Administrator to be responsible for, or able to contribute to, the growth, profitability, and success of the Company.

“*Employer*” means, with respect to a Participant (excluding Non-Management Directors) as of any date, the Company, Subsidiary, or Affiliate that employs the Participant as of such date.

“*Exchange Act*” means the Securities Exchange Act of 1934, as amended.

“*Fair Market Value*” means, with respect to a Share as of any determination date, except as otherwise provided in the Award Agreement, the average of the high and low selling prices of such Share on such determination date, as reported on the composite tape for securities listed on the New York Stock Exchange or such other national securities exchange as may be designated by the Administrator. If there were no sales of Shares on the determination date, the selling prices used shall be the high and low selling prices on the last preceding date on which a sale occurred.

“*Full Value Award*” means an Award, other than an Option, SAR or Dividend Equivalent, that is settled by the issuance of Shares.

“*Incentive Stock Option*” or “*ISO*” means an Option intended to meet the requirements of Section 422 of the Code.

“*Non-Management Director*” means a member of the Board who is not an employee of the Company or any of its Subsidiaries or Affiliates.

“*Nonstatutory Stock Option*” means an Option that is not intended to be an Incentive Stock Option.

“*Option*” means the right to purchase the number of Shares specified by the Administrator, at a specified price and during a specified term in accordance with the Plan and subject to any other limitations and restrictions (required by law or otherwise) as the Plan or the Administrator shall impose.

“*Other Stock-Based Award*” means an equity-based or equity-related Award granted under Section 7 (Performance Shares, Performance Units, and Other Stock-Based Awards) hereof that is not otherwise described by the terms of the Plan.

“*Participant*” means an Eligible Employee or Non-Management Director selected to receive an Award under the Plan.

“*Performance Cash*” means an Award of a contractual right granted under Section 8 (Performance Cash) hereof to receive a dollar amount (to be settled in cash, Shares, or a combination, as determined by the Administrator) that becomes vested upon the attainment, in whole or in part, of Performance Objectives specified by the Administrator.

“*Performance Criteria*” means earnings per share (basic or diluted); adjusted net income; operating income; operating profit after tax; operating income growth; net operating profit; gross or operating margins; operating efficiency; revenue; revenue growth; organic revenue growth; return on equity; Share price (including growth measures and total shareholder return); cash flow (including operating cash flow, free cash flow, cash flow return on equity, and cash flow return on investment); earnings before interest, taxes, depreciation, and/or amortization; net earnings or net income (before or after taxes); net sales or revenue growth; return measures (including return on assets, capital, invested capital, equity, sales, or revenue); productivity ratios; expense targets; market share; customer satisfaction; working capital targets; economic value added or EVA<sup>®</sup> (net operating profit after tax minus the sum of capital multiplied by the cost of capital); or any other criteria selected by the Administrator. Performance Criteria may relate to the performance of (a) the Company, (b) a Subsidiary, (c) an Affiliate, (d) a division or unit of the Company, any Subsidiary, or any Affiliate, (e) an office, group of agencies, or all or part of any agency system, (f) the Participant, or (g) any combination of the foregoing, as measured either in absolute terms or in comparison with the performance of other companies.

“*Performance Objectives*” mean, for any Award that is contingent in whole or in part on achievement of performance objectives, the objectives or other performance levels with respect to specified Performance Criteria that are measured over a Plan Year or other specified period for the purpose of determining the amount of the Award and/or whether the Award is granted or vested.

“*Performance Shares*” or “*Performance Units*” means an Award of a contractual right granted under Section 7 (Performance Shares, Performance Units, and Other Stock-Based Awards) hereof to receive cash, Shares, or a combination, that becomes vested upon the attainment, in whole or in part, of Performance Objectives specified by the Administrator.

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“Plan” means The Interpublic Group of Companies, Inc. 2019 Performance Incentive Plan, as set forth herein and amended from time to time.

“Plan Year” means the calendar year.

“Prior Plan” means The Interpublic Group of Companies, Inc. 2014 Performance Incentive Plan, the 2009 Non-Management Directors’ Stock Incentive Plan, or any predecessor thereto.

“Prohibited Activity” means, for a Participant: (i) an activity that would enable the Company or the Board to terminate the Participant’s employment or other service for cause (as defined in the Plan or any employment agreement or other plan or arrangement that covers the Participant); (ii) a material violation of any rule, policy or procedure of the Company or the Participant’s Employer, including the Code of Conduct of the Company or other applicable Employer; (iii) before a Change of Control, a failure to be in compliance with any share ownership objectives of the Company applicable to the Participant, or (iv) before a Change of Control, any other conduct or act that the Company determines is injurious, detrimental or prejudicial to any interest of the Company.

“Restricted Period” means a period during which an Award of Restricted Stock or Restricted Stock Units is subject to forfeiture. The Restricted Period that applies to an Award made to a Participant may overlap or coincide with the Restricted Period that applies to another Award made to that Participant.

“Restricted Stock” means an Award of Common Stock granted under Section 6 (Restricted Stock and Restricted Units) hereof that becomes vested and nonforfeitable, in whole or in part, upon the attainment, in whole or in part, of specified conditions, which may include Performance Objectives.

“Restricted Stock Unit” means an Award of a contractual right granted under Section 6 (Restricted Stock and Restricted Units) hereof corresponding to a number of Shares (to be settled in cash, Shares, or a combination, as determined by the Administrator) that becomes vested and nonforfeitable, in whole or in part, upon the attainment, in whole or in part, of specified conditions, which may include Performance Objectives. Except as otherwise provided in the Award Agreement, if a Restricted Stock Unit is settled in cash, the amount of cash shall equal the Fair Market Value of the underlying Shares on the Vesting Date.

“Retirement” means a Participant’s Termination for a reason other than Cause (as determined by the Company) if, at the time of such Termination the Participant is eligible for retirement as defined in the Award Agreement or otherwise.

“Shares” means shares of Common Stock.

“Stock Appreciation Right” or “SAR” means the right, denominated in Shares, to receive, upon surrender of the right, in whole or in part, an amount (payable in cash, Shares, or a combination, as determined by the Administrator) for each Share that does not exceed the excess of the Fair Market Value of the Share on the date of exercise over the Fair Market Value of the Share on the date of grant, subject to any other limitations and restrictions (required by law or otherwise) as the Plan and the Administrator shall impose.

“Subsidiary” means a subsidiary of the Company that meets the definition of a “subsidiary corporation” in Section 424(f) of the Code.

“Termination” means a Termination of Directorship or Termination of Employment, as applicable.

“Termination of Directorship” means, for a Non-Management Director, except as otherwise provided in the Plan or an Award Agreement, the date the Non-Management Director ceases to be a director of the Company; provided, however, that if a Non-Management Director becomes an Eligible Employee upon the termination of his or her directorship, his or her ceasing to be a director of the Company shall not be treated as a Termination of Directorship unless and until the Participant has a Termination of Employment.

“Termination of Employment” means, for an Eligible Employee, except as otherwise provided in the Plan or an Award Agreement, the date of the Eligible Employee’s “separation from service” (within the meaning of Section 409A(a)(2)(A)(i) of the Code) with Interpublic and all of its Subsidiaries and Affiliates. For purposes of the Plan: (a) an Eligible Employee who is on a bona fide leave of absence and does not have a statutory or contractual right to reemployment shall be deemed to have had a “separation for service” on the first date that is more than six months after the commencement of such leave of absence; provided, however, that if the leave of absence is due to a medically determinable physical or mental impairment that can be expected to last for a continuous period of six months or more, and such impairment causes the Eligible Employee to be unable to perform the duties of his or her position of employment or any substantially similar position of employment, such six-month period shall be extended to 29 months; and (b) a sale of assets by the Company, a Subsidiary, or an Affiliate to an unrelated buyer that results in the Eligible Employee working for the buyer or one of its affiliates shall be treated as a “separation from service” unless otherwise provided in writing and permitted by Treas. Reg. § 1.409A-1(h)(4).

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“*Vesting Date*” means, for an Award, the scheduled date of vesting, as specified in the Award Agreement.

**Section 3.** Administration.

(a) *Administrator.* The Plan shall be administered by the Administrator.

(b) *Administrator Powers.* The Administrator shall have and may exercise all of the powers granted to it by the provisions of the Plan. Subject to the express provisions and limitations of the Plan, the Administrator may adopt such rules, regulations, and procedures as it deems advisable for the conduct of its affairs. The Administrator shall have full authority to direct the proper officers of the Company to issue or transfer Shares pursuant to the issuance or exercise of an Award under the Plan.

(c) *Administrator Action.* The decisions of the Administrator shall be final and binding unless otherwise determined by the Board. Each member of the Administrator and each member of the Board shall be without liability, to the fullest extent permitted by law, for any action taken or determination made in good faith in connection with the Plan.

(d) *Awards.* Subject to the provisions of the Plan, the Administrator is authorized to grant the following Awards to Eligible Employees and Non-Management Directors:

- (1) Options and SARs,
- (2) Restricted Stock,
- (3) Restricted Stock Units,
- (4) Performance Shares,
- (5) Performance Units,
- (6) Other Stock-Based Awards,
- (7) Performance Cash,
- (8) Dividend Equivalents, and
- (9) Shares in Lieu of Cash.

(e) *Minimum Vesting.* No more than 5% of the aggregate number of Shares available for issuance under the Plan may be covered by Awards that specify a vesting date for any portion of an award before the first anniversary of the date of grant; provided that (1) this requirement shall not restrict vesting as described in Section 10 (Termination) or 11(e) (Change of Control) hereof and (2) for Awards granted to Non-Management Directors in conjunction with an annual meeting of the Company’s shareholders, the one-year requirement shall be deemed satisfied if the vesting date is on or after the next annual meeting of the Company’s shareholders, so long as such next meeting is at least 50 weeks after the grant date.

(f) *Participants.* Subject to the provisions of the Plan, the Administrator is authorized to designate the Eligible Employees and Non-Management Directors who shall receive Awards and to determine the nature and size of each Award.

(g) *Correction of Defects, Omissions, and Inconsistencies.* The Administrator may correct any defect, remedy any omission, or reconcile any inconsistency in the Plan or any Award in the manner and to the extent it deems desirable to carry out the intent of the Plan and such Award.

(h) *Delegation.* If the Administrator deems it advisable, the Administrator may delegate its authority under this Section 3 or any other provision of the Plan to one or more of its members or to one or more persons other than its members to the extent permitted by applicable law, except that no such delegation shall be permitted with respect to the participation in the Plan of persons who are subject to Section 16 of the Exchange Act or with respect to Awards to Non-Management Directors. Any person to whom the Administrator delegates its authority under this Section 3 may receive Awards only if the Awards are granted directly by the Administrator without delegation. To the extent that the Administrator has delegated authority pursuant to this Section 3(h), references in the Plan to the Administrator shall be deemed to include the Administrator’s designee.

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**Section 4.** Shares Available for Awards.

(a) **Total Shares Available.** Subject to the provisions of subsections (b) through (f) of this Section 4, the total number of Shares available for grant to Participants under the Plan on or after the Effective Date shall be:

- (1) 27,000,000 Shares, plus
- (2) the following Shares previously subject to Awards granted under a Prior Plan but not issued: (A) Shares that, as of the Effective Date, are subject to outstanding Awards, to the extent such Shares are forfeited or otherwise not issued due to Termination, (B) Shares underlying Options and SARs that expire; (C) Shares that, as of the Effective Date, are subject to outstanding Full Value Awards that were accounted for in Shares but are settled in cash; (D) Shares that are surrendered or withheld from Share-settled Full-Value Awards to satisfy withholding of taxes; and (E) Shares that, as of the Effective Date, are subject to outstanding performance share awards, to the extent that the target number of Shares under the award exceeds the number of shares actually issued pursuant to the award.

Each Share underlying an Option, SAR, Restricted Stock, Performance Share, RSU or similar Award shall count as one share of Common Stock. No further Awards shall be granted pursuant to any Prior Plan, but Shares issued to settle Awards granted under a Prior Plan that were accounted for in Shares shall not count toward the Shares authorized for grant under this Plan.

(b) **Aggregate Limitation on ISOs.** Subject to the adjustment provisions in Section 4(e) (Adjustment for Corporate Transactions) hereof, ISOs may be granted with respect to no more than 2,700,000 Shares in any Plan Year and no more than 27,000,000 Shares in the aggregate.

(c) **Individual Limitation of Awards.** Subject to the adjustment provisions in Section 4(e) (Adjustment for Corporate Transactions) hereof, the following limitations shall apply to Awards under the Plan:

- (1) No individual Eligible Employee shall be granted, in any Plan Year, Options and/or SARs with respect to more than 2,000,000 Shares in the aggregate;
- (2) No individual Eligible Employee shall be granted, in any Plan Year, grants of Restricted Stock and/or Restricted Stock Units with respect to more than 2,000,000 Shares in the aggregate;
- (3) No individual Eligible Employee shall be granted, in any Plan Year, Performance Shares, Performance Units, or Other Stock-Based Awards that provide for more than 2,000,000 Shares in the aggregate; and
- (4) No individual Eligible Employee shall be granted, in any Plan Year, Performance Cash in an amount of more than \$10,000,000.
- (5) No individual Non-Management Director shall be granted, in any Plan Year, Awards that, taken together with the Non-Management Director's cash compensation for services rendered to the Company during the Plan Year, have a value on the date of grant that exceeds \$1,000,000.

For purposes of the individual limits set forth in this Section 4(c), any Awards that are canceled shall continue to count against the individual share and cash limits.

(d) **Shares Available for Issuance.**

- (1) Except as provided in paragraph (3) below, with respect to Options and SARs, the number of Shares covered by an Award shall count against the limitations prescribed by subsections (a) and (b), above, on the number of Shares available for award under the Plan only to the extent that such Shares are actually issued.
  - (2) If (A) an Award that was granted on or after the Effective Date is forfeited or otherwise terminates or is canceled without the delivery of Shares, or (B) on or after the Effective Date, Shares are surrendered or withheld from any Share-settled Full Value Award granted
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under the Plan or a Prior Plan to satisfy withholding of taxes, then the Shares covered by such forfeited, terminated or canceled Award, and the Shares surrendered, withheld or tendered from Full Value Awards, shall again become available to be delivered pursuant to Awards granted under this Plan.

- (3) With respect to each Option and SAR, the number of Shares counted against the number of Shares available for award under the Plan shall equal the full number of Shares with respect to which the Award is exercised, before reduction for a SAR's grant price, shares tendered or withheld to pay the Option exercise price, or shares tendered or withheld to satisfy tax withholding.
- (4) The Shares issued under the Plan may be authorized and unissued Shares or treasury Shares.

(e) *Adjustment for Corporate Transactions.* In the event of a Corporate Transaction, the Administrator shall (in order to preserve, or to prevent enlargement of, the benefits or potential benefits available under the Plan), in such manner as the Administrator deems equitable, adjust-

- (1) the number and kind of shares that thereafter may be made the subject of Awards,
- (2) the number and kinds of shares that are subject to outstanding Awards, and
- (3) the grant, exercise, or conversion price with respect to any of the foregoing.

Any shares received as a result of a Corporate Transaction affecting Restricted Stock shall have the same status, be subject to the same restrictions, and bear the same legend as the Restricted Stock with respect to which the shares were issued. Additionally, the Administrator may make provisions for a cash payment to a Participant or other person holding an outstanding Award. However, the number of Shares subject to any Award shall always be a whole number.

(f) *Acquisitions.* Unless required by law or regulation, no Shares underlying an Award granted in assumption of, or in substitution for, an outstanding award previously granted by a company acquired by the Company, a Subsidiary, or an Affiliate or with which the Company, a Subsidiary, or an Affiliate combines, shall count against the Shares available for Awards under the Plan.

#### **Section 5.** Stock Options and SARs.

(a) *Grant.* The Administrator is authorized to grant Incentive Stock Options, Nonstatutory Stock Options, and SARs to Participants; provided that Incentive Stock Options may be granted only to Eligible Employees who are employees of the Company or one of its Subsidiaries at the time of grant. The Administrator shall not grant "reload" Options (*i.e.*, Options that are automatically granted to an optionee when the optionee uses Shares to pay the exercise price, or to satisfy withholding tax obligations associated with the exercise, of previously granted Options) or any Option or SAR that is not structured to be exempt from the requirements of Section 409A of the Code.

(b) *Exercise Price and Grant Price.* The Administrator shall establish the exercise price for each Option and the grant price for each SAR at the time the Option or SAR is granted. Neither the exercise price nor the grant price shall be less than 100% of the Fair Market Value of the Shares subject to the Option or SAR on the date of grant. Except as described in Section 4(e) (Adjustment for Corporate Transactions) hereof, the Administrator may not (1) reprice Options or SARs or (2) exchange Options or SARs for cash, stock or other consideration, in each case without the approval of the Company's shareholders.

(c) *Exercise.* Each Option and SAR shall be exercised at such times and subject to such terms and conditions as the Administrator may specify in the Award Agreement or thereafter. The Administrator may impose such conditions on the exercise of Options and SARs as it determines to be appropriate, including conditions relating to the application of federal or state securities laws. No Shares shall be delivered pursuant to any exercise of an Option unless arrangements satisfactory to the Administrator have been made to assure full payment of the exercise price therefor. Without limiting the generality of the foregoing, payment of the exercise price of an Option may be made (i) in cash, (ii) if and to the extent permitted by the Administrator, by withholding Shares ("net exercise") or exchanging Shares owned without restriction, or the ownership of which is attested to, by the optionee, or (iii) by a combination of the foregoing. The combined value of all cash and the fair market value of any Shares tendered to the Company, valued as of the date of such tender, shall be equal to (or greater than) the aggregate exercise price. The Administrator may

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not authorize a loan to an optionee to assist the optionee in making payment of the exercise price under an Option or in meeting the optionee's tax obligations associated with the exercise of an Option.

(d) *Term.* An Option or SAR shall be exercisable for a term determined by the Administrator, which shall not be longer than ten years from the date on which the Option or SAR is granted.

(e) *Termination.* An Option or SAR shall be exercisable following a Participant's Termination only to the extent the Award is vested and not expired (in each case, taking into account the provisions of and Sections 10 (Termination) and 11(e) (Change of Control) hereof). Except as otherwise set forth in the Award Agreement, and subject to Sections 10 and 11(e), and the requirements of any Incentive Stock Option, the exercise period following Termination shall end no later than the earlier of the date the Option or SAR otherwise expires or the following time:

- (1) If the Participant is a Non-Management Director, three years after the Participant's Termination.
- (2) If (A) as of the Participant's Termination, the Participant is age 55 or older and has completed 10 or more years of service with the Company and its Subsidiaries and Affiliates, and (B) the Participant's Termination is not due to Cause or the Participant's death or Disability, three years after the Participant's Termination.
- (3) If the Participant's Termination is due to the Participant's death (and the Participant is not a Non-Management Director), one year after the Participant's death.
- (4) If the Participant's Termination is due to the Participant's Disability (and the Participant is not a Non-Management Director), one year after the Participant's Termination.
- (5) If the Participant's Termination is not due to Cause and not described in paragraph (1), (2), (3), or (4), above, three months after the Participant's Termination.
- (6) If the Participant's Termination is for Cause, the Option or SAR shall be canceled immediately upon the Participant's Termination and shall not be exercisable thereafter.

(f) *Special Rules for Incentive Stock Options ("ISOs").* ISOs shall be subject to the requirements of Section 422 of the Code. In accordance with Section 422, an ISO shall not be granted to an individual who, immediately before the time the Option is granted, owns Shares possessing more than 10 percent of the total combined voting power of all classes of stock of the Company, unless the Award Agreement for such ISO provides that (i) the exercise price is no less than 110% of the fair market value of the Shares on the grant date (determined in accordance with Treas. Reg. § 1.422-2(f)(1)), and (ii) the Option expires no later than the fifth anniversary of the grant date.

**Section 6.** Restricted Stock and Restricted Stock Units.

(a) *Grant.* Subject to the limits set forth in the Plan, the Administrator is authorized to determine the number of Shares of Restricted Stock and the number of Restricted Stock Units to be granted to a Participant, and the other terms and conditions applicable to such Restricted Stock and Restricted Stock Units, including the conditions for vesting of such Awards.

(b) *Performance-Based Grants.* The Administrator is authorized to make the grant and/or the vesting of Awards of Restricted Stock and Restricted Stock Units contingent on the achievement of Performance Objectives specified by the Administrator. If such Performance Objectives are not satisfied, the Award shall not be granted or become vested, as the case may be. Partial achievement of such Performance Objectives may result in the grant or vesting of a portion of the Award corresponding to the degree of achievement.

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(c) *Rights of Participant.* A Participant to whom Shares of Restricted Stock have been granted shall have absolute ownership of such Shares, including the right to vote the same and to receive dividends thereon, subject to the terms, conditions, and restrictions described in the Plan and in the Award Agreement; provided that no Participant shall be entitled to the payment of any dividends until the restrictions applicable to such Shares of Restricted Stock has lapsed. A Participant to whom Restricted Stock Units have been granted shall have no ownership interest in the Shares to which such Restricted Stock Units relate until and unless settlement with respect to such Restricted Stock Units is actually made in Shares.

(d) *Restrictions.* Until the restrictions applicable to Restricted Stock shall lapse, the Restricted Stock shall not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of. Subject to Sections 10 (Termination) and 11(e) (Change of Control) hereof, the restrictions set forth in this Section 6(d) shall remain in effect until the end of the Restricted Period.

(e) *Termination.* Except as otherwise set forth in the Award Agreement, and subject to Sections 10 (Termination) and 11(e) (Change of Control) hereof, if a Participant's Termination for any reason occurs before the restrictions applicable to Restricted Stock lapse, or before an Award of Restricted Stock Units becomes fully vested:

- (1) Such Restricted Stock shall be forfeited, all rights with respect to such Restricted Stock shall immediately terminate without any payment of consideration by the Company, and all Shares of such Restricted Stock, if any, that had been delivered to, or held in custody for, the Participant shall be returned to the Company forthwith, accompanied by any instrument of transfer requested by the Company; and
- (2) Such unvested Restricted Stock Units shall be immediately forfeited, and all of the rights of the Participant with respect to such Restricted Stock Units shall immediately terminate without any payment of consideration by the Company.

(f) *Settlement of Restricted Stock Units.* Except as otherwise provided in the Award Agreement, and subject to Section 11(m) (Compliance with Legal and Exchange Requirements), (n) (Deferrals), and (o) (Section 409A of the Code) hereof, vested Restricted Stock Units shall be settled on the earlier of (x) a date determined by the Company that is within 90 days after the Participant's death or (y) a date determined by the Company that is during the calendar year in which the Vesting Date occurs.

(g) *Election to Recognize Gross Income from Restricted Stock in Year of Grant.* If a Participant properly elects, within 30 days of the date of grant of Restricted Stock, to include in gross income for federal income tax purposes an amount equal to the fair market value of the Shares awarded on the date of grant, the Participant shall make arrangements satisfactory to the Administrator to pay any taxes required to be withheld with respect to such Shares. If the Participant fails to make the payments, the Company and its Subsidiaries and Affiliates shall, to the extent permitted by law, have the right to deduct from any payments of any kind otherwise due to the Participant any taxes of any kind required by law to be withheld with respect to the Shares.

(h) *Foreign Laws.* Notwithstanding any other provision of the Plan, if Restricted Stock is to be awarded to a Participant who is subject to the laws, including the tax laws, of any country other than the United States, the Administrator may, in its discretion, direct the Company to sell, assign, or otherwise transfer the Restricted Stock to a trust or other entity or arrangement, rather than grant the Restricted Stock directly to the Participant.

**Section 7.** Performance Shares, Performance Units, and Other Stock-Based Awards.

(a) *Grant.* Subject to the limits set forth in the Plan, the Administrator is authorized to determine the number (or, for Performance Units denominated in cash, the amount) of Performance Shares, Performance Units, and Other Stock-Based Awards to be granted to a Participant and the other terms and conditions of such Awards. The Performance Shares and Performance Units shall become vested upon (and only to the extent of) the achievement of specified Performance Objectives specified by the Administrator, and any other conditions set forth in the Award Agreement. Partial achievement of the objective(s) may result in a payment corresponding to the degree of achievement.

(b) *Payment.* Payment of Performance Shares and Performance Units and Other Stock-Based Awards may be made in cash, Shares, or a combination, as determined by the Administrator. For purposes of calculating the amount of any payment, the Fair Market Value of Shares shall be determined on the Vesting Date. Except as otherwise provided in the Award Agreement, and subject to Section 11(m) (Compliance with Legal and Exchange Requirements), (n) (Deferrals), and (o) (Section 409A of the Code) hereof, Performance Shares and Performance Units shall be paid

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on the earlier of (1) a date determined by the Company that is within 90 days after the Participant's death, or (2) a date determined by the Company that is during the calendar year in which the Vesting Date occurs.

(c) *Termination.* Except as otherwise set forth in the Award Agreement, and subject to Sections 10 (Termination) and 11(e) (Change of Control) hereof, if a Participant's Termination for any reason occurs before a Performance Share, Performance Unit, or Other Stock-Based Award becomes fully vested, the unvested portion of such Performance Share, Performance Unit, or Other Stock-Based Award shall be immediately forfeited, and all of the rights of the Participant with respect to any such Award shall immediately terminate without any payment of consideration by the Company.

**Section 8.** Performance Cash.

(a) *Grant.* Subject to the limits set forth in the Plan, the Administrator is authorized to determine the amount of Performance Cash Awards to be granted to a Participant and the other terms and conditions of such Awards. The Performance Cash Awards shall become vested upon (and only to the extent of) the achievement of specified Performance Objectives specified by the Administrator, and any other conditions set forth in the Award Agreement. Partial achievement of the objective(s) may result in a payment corresponding to the degree of achievement.

(b) *Payment.* Payment of Performance Cash Awards may be made in cash, Shares, or a combination, as determined by the Administrator. Any Shares shall be valued in the same manner as described in Section 7(b) (Payment) hereof. Except as otherwise provided in the Award Agreement, and subject to Section 11(m) (Compliance with Legal and Exchange Requirements), (n) (Deferrals), and (o) (Section 409A of the Code) hereof, a Performance Cash Award shall be paid on the earlier of (1) a date determined by the Company that is within 90 days after the Participant's death, or (2) a date determined by the Company that is during the calendar year in which the Vesting Date occurs.

(c) *Termination.* Except as otherwise set forth in the Award Agreement, and subject to Sections 10 (Termination) and 11(e) (Change of Control) hereof, if a Participant's Termination for any reason occurs before a Performance Cash Award becomes fully vested, the unvested portion of such Performance Cash Award shall be immediately forfeited, and all of the rights of the Participant with respect to any such Award shall immediately terminate without any payment of consideration by the Company.

**Section 9.** Dividend Equivalents and Shares in Lieu of Cash.

(a) *Dividend Equivalents.* The Administrator is authorized to grant Dividend Equivalents to Participants having Full Value Awards under which such Participant shall be entitled to receive payments (in cash or Shares, as determined in the discretion of the Administrator) equivalent to the amount of cash or share dividends paid by the Company to holders of Shares with respect to a number of Shares determined by the Administrator. Such Dividend Equivalents shall be subject to the same vesting conditions as the underlying Full Value Awards and, subject to the terms of the Plan, may have additional terms and conditions as the Administrator shall determine. For the avoidance of doubt, Dividend Equivalents shall not be granted in respect of Options or SARs.

(b) *Shares in Lieu of Cash.* The Administrator may grant Awards of Shares in lieu of all or part of any compensation otherwise payable in cash to a Participant by the Company or any Subsidiary or Affiliate. If Shares are issued in lieu of cash, the number of Shares to be issued shall equal the number of whole Shares that have an aggregate Fair Market Value (determined on the date the cash otherwise would have been payable) equal to or less than the amount of such cash.

**Section 10.** Termination.

(a) *Termination Other than for Cause.* If a Participant incurs a Termination for any reason other than Cause, the Participant shall be vested only in the portion of the Award (if any) in which the Participant is vested immediately before his or her Termination, except (1) an Award Agreement for an Eligible Employee may provide accelerated vesting upon death, disability, Change of Control (subject to Section 11(e)), or Retirement, (2) vesting may continue while the Participant remains on payroll (if authorized under subsection (c) below), and (3) the Administrator shall have discretion to accelerate vesting for Awards to Participants who are not Non-Management Directors under circumstances that it determines to be in the best interest of the Company. The Administrator may determine in its sole discretion to accelerate the vesting of a Non-Management Director's outstanding Awards if the Non-Management Director incurs a Termination due to death or Disability.

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(b) *Termination for Cause.* If a Participant incurs a Termination for Cause, all of such Participant's outstanding Awards shall immediately be canceled, except as the Administrator may otherwise provide in the Award Agreement.

(c) *Vesting During Severance Period.* If (and only if) authorized by the Administrator or the Company in accordance with its compensation policies and procedures, a Participant who remains on his or her Employer's payroll after his or her Termination of Employment (e.g., by reason of receiving severance payments) may continue to vest in, and accrue rights under, his or her Awards, as if he or she had continued in employment with such Employer through the date as of which he or she is withdrawn from such Employer's payroll. Neither the Administrator nor the Company shall be required to authorize continued vesting or accrual of rights for any Participant after his or her Termination of Employment, unless otherwise expressly provided by an Award Agreement or other binding agreement involving the Company, a Subsidiary, or an Affiliate; and there is no obligation of uniformity or consistency of treatment of Participants.

**Section 11.** General Provisions.

(a) *Awards.* Each Award hereunder shall be evidenced in an Award Agreement. The Award Agreement shall be delivered to the Participant (including in electronic form) and shall incorporate the terms of the Plan by reference.

(b) *Amendment of Awards.* Subject to any obligation under the Plan or applicable law or a listing requirement to obtain stockholders' consent, the Administrator may amend the terms of any Award theretofore granted, including the Performance Criteria and Performance Objectives, prospectively or retroactively; provided that no amendment shall substantially impair the rights of a Participant without the Participant's consent. Actions taken by the Administrator in accordance with Section 4(e) (Adjustment for Corporate Transactions) shall not be deemed to impair the rights of any Participant.

(c) *Withholding.* The Company shall have the right to deduct from all amounts paid to a Participant in cash any taxes required by law to be withheld in respect of Awards under the Plan. In the case of any Award satisfied in Shares, no Shares shall be issued (and restrictions on Restricted Stock shall not be lifted) unless and until arrangements satisfactory to the Company shall have been made to satisfy the withholding tax obligations (if any) applicable with respect to such Award. Without limiting the generality of the foregoing and subject to such terms and conditions as the Administrator may impose, the Company shall have the right to (i) retain Shares or (ii) subject to such terms and conditions as the Administrator may establish from time to time, permit Participants to elect to tender Shares (including Shares issuable in respect of an Award) to satisfy, in whole or in part, the amount required to be withheld; provided that (i) the value of Shares retained or tendered shall not exceed the Participant's tax calculated using the maximum individual tax rate in each relevant jurisdiction at the time of such withholding and (ii) this withholding provision shall not be interpreted or administered in a way that changes the Award's accounting treatment.

(d) *Nontransferability.* No Award shall be assignable or transferable except by will or the laws of descent and distribution, and except to the extent required by law, no right or interest of any Participant shall be subject to any lien, obligation or liability of the Participant; provided, however, that the Administrator shall have discretion to permit (on such terms and conditions as it shall establish) transfer of a Nonstatutory Stock Option to a member of the Participant's immediate family or to a trust, partnership, corporation, or similar vehicle the parties in interest in which are limited to the Participant and members of the Participant's immediate family with respect to whom the exercise of such Option is covered by an effective registration statement under the Securities Act of 1933, as amended (collectively, the "Permitted Transferees"). All rights with respect to Awards granted to a Participant under the Plan shall be exercisable during the Participant's lifetime only by such Participant or, if applicable, the Permitted Transferees. Any transfer of an Award to any Permitted Transferee shall be without consideration.

(e) *Change of Control.* An Award Agreement may specify provisions relating to a Change of Control, including the acceleration of the vesting, delivery and exercisability of, and the lapse of restrictions and deemed satisfaction of Performance Objectives with respect to, the Award, and replacement of a Share-settled Award with a cash-settled Award; provided, however, that vesting, delivery or exercisability of, or the lapse of restrictions on, any outstanding Award shall not be accelerated in connection with a Change of Control unless (i) the Change of Control actually occurs and (ii) the Participant's Employment or service is terminated without Cause, under circumstances described in the Award Agreement, within 24 months following such Change of Control. In connection with a Change of Control, and notwithstanding any contrary provision of an Award Agreement, all Options and SARs may be canceled in exchange for the right (to the extent vested) to receive, at a time determined by the Administrator, a cash payment equal to the excess, if any, of the fair market value of the Share subject to the Option or SAR over the exercise price;

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for this purpose, fair market value shall be no less than the highest price paid for a share in the Change of Control transaction. For the avoidance of doubt, no payment shall be required to cancel an Option or SAR for which the exercise price exceeds the fair market value of the Share at the time of the Change of Control (i.e., an “under water” option or SAR).

(f) *No Right to Employment or Directorship.* Neither the right to participate in the Plan nor the grant of any Award shall be construed as giving a Participant the right (1) to be retained in the employ of the Company, any Subsidiary or any Affiliate or (2) to continue to provide services to the Company, any Subsidiary or any Affiliate. The Company and each Subsidiary and Affiliate expressly reserve the right at any time to dismiss a Participant free from any liability, or any claim under the Plan, except as expressly provided in the Plan or in any applicable Award Agreement.

(g) *Other Conditions to Awards.* Unless the Administrator determines otherwise, the Participant’s rights in respect of all of his or her outstanding Awards (whether or not vested) may be canceled, withheld, amended or otherwise limited or restricted at any time if the Participant is not in compliance with all applicable provisions of the Plan or Award Agreement, or if the Participant engages in any Prohibited Activity. In addition, each Award granted under the Plan shall be and remain subject to any clawback or recoupment policy as in effect or as may be adopted by the Board (or a committee or subcommittee of the Board), in each case, as may be amended from time to time. No such policy or amendment shall in any event require the prior consent of any Participant or Eligible Employee.

(h) *Nature and Form of Payments.* All grants of Awards and deliveries of Shares, cash or other property under the Plan shall constitute a special discretionary incentive payment to the Participant and shall not be required to be taken into account in computing the amount of salary or compensation of the Participant for the purpose of determining any contributions to or any benefits under any pension, retirement, profit-sharing, bonus, life insurance, severance or other benefit plan of the Company or under any agreement with the Participant, unless the Company specifically provides otherwise in any such plan or agreement.

(i) *No Rights to Awards; No Shareholder Rights.* No Participant or Eligible Employee shall have any claim to be granted any Award under the Plan, and there is no obligation of uniformity or consistency of treatment of Participants and Eligible Employees. Subject to the provisions of the Plan and the Award Agreement, no person shall have any rights as a shareholder with respect to any Shares to be issued under the Plan prior to the issuance thereof.

(j) *Foreign Benefits.* The Administrator may grant Awards to Eligible Employees or Non-Management Directors of the Company and its Subsidiaries and Affiliates who reside in jurisdictions outside the United States. The Administrator may adopt such supplements to the Plan as may be necessary to comply with applicable laws of such jurisdictions and to afford participants favorable treatment under such laws; provided that no Award shall be granted under any such supplement on the basis of terms or conditions that are inconsistent with provisions of the Plan.

(k) *Amendment of Plan.* The Board or the Administrator may amend, suspend, or terminate the Plan or any portion thereof at any time; provided that stockholder approval shall be required if (1) shareholder approval is required by law, regulation, a securities exchange listing requirement, or a provision of the Plan, or (2) the amendment would increase the number of Shares available for Awards under the Plan other than as described in Section 4(e) (Adjustment for Corporate Transactions) hereof. Without the written consent of an affected Participant, no termination, suspension, or modification of the Plan shall adversely affect any right of such Participant under the terms of an Award granted before the date of such termination, suspension, or modification.

(l) *Application of Proceeds.* The proceeds received by the Company from the sale of Shares under the Plan shall be used for general corporate purposes.

(m) *Compliance with Legal and Exchange Requirements.* The Plan, the grant and exercise of Awards thereunder, and the other obligations of the Company under the Plan, shall be subject to all applicable federal and state laws, rules, and regulations, and to such approvals by any regulatory or governmental agency as may be required. The Company, in its discretion, may postpone the grant and exercise of Awards, the issuance or delivery of Shares under any Award or any other action permitted under the Plan to permit the Company, with reasonable diligence, to complete such stock exchange listing or registration or qualification of Shares or other required action under any federal or state law, rule, or regulation and may require any Participant to make such representations and furnish such information as it may consider appropriate in connection with the issuance or delivery of Shares in compliance with applicable laws, rules, and regulations. The Company shall not be obligated by virtue of any provision of the Plan to recognize the exercise of any Award or otherwise to sell or issue Shares in violation of any such laws, rules, or regulations; and any postponement of the exercise or settlement of any Award under this provision shall not extend the term of such Awards,

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and neither the Company nor its directors or officers shall have any obligation or liability to the Participant with respect to any Award (or stock issuable thereunder) that shall lapse because of such postponement.

(n) *Deferrals.* Subject to the Administrator's reasonable efforts to comply with the requirements of Section 409A of the Code, the Administrator may:

- (1) Postpone the exercise of Awards, the issuance or delivery of Shares, the payment of cash under any Award, or any action permitted under the Plan to prevent the Company or any of its Subsidiaries or Affiliates from being denied an income tax benefit with respect to any Award, and/or
- (2) Establish rules under which a Participant may elect to postpone receipt of Shares or cash under any Award.

(o) *Section 409A of the Code*

- (1) The Plan shall be operated, administered, and interpreted consistently with the intent to comply with (or to be exempt from) the requirements of Section 409A of the Code. If the Administrator or the Company determines that any provision of the Plan is or might be inconsistent with the restrictions imposed by Section 409A of the Code, the Plan shall be automatically amended (without further action) to the extent that the Administrator or the Company determines is necessary to bring it into compliance with the requirements of Section 409A of the Code. No provision of the Plan or any Award Agreement shall be interpreted or construed to transfer any liability for a failure to comply with the requirements of Section 409A of the Code from a Participant or other individual to the Company, any Subsidiary, any Affiliate, the Administrator, or any other entity or individual affiliated with the Company, the Subsidiaries, and the Affiliates.
- (2) For any Participant who, as of the date on which his or her Termination of Employment occurs, is a "specified employee" (within the meaning of Section 409A(2)(B)(i) of the Code, as determined by Interpublic in accordance with Treas. Reg. § 1.409A-1(i)), the payment date for any Award that is subject to Section 409A and for which the payment trigger is the Participant's Termination of Employment shall be no earlier than the Participant's Delayed Start Date. For purposes of the Plan, the Participant's Delayed Start Date shall be the earlier of (i) the Company's first pay date for the seventh calendar month that starts after the Participant's Termination of Employment or (y) a date determined by Interpublic that is within 90 days after the Participant's death.

(p) *Severability of Provisions.* If any provision of the Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and the Plan shall be construed and enforced as if such provision had not been included.

(q) *Incapacity.* Any benefit payable to or for the benefit of a minor, an incompetent person, or other person incapable of receipting therefor shall be deemed paid when paid to such person's guardian or to the party providing or reasonably appearing to provide for the care of such person, and such payment shall fully discharge any liability or obligation of the Administrator, the Board, the Company, and all other parties with respect thereto.

(r) *Rules of Construction.* Whenever used in the Plan, words in the masculine gender shall be deemed to refer to females as well as to males; words in the singular shall be deemed to refer also to the plural; the word "include" shall mean "including but not limited to"; and references to a statute, statutory provision, or regulation shall be construed as if they referred also to that provision (or to a successor provision of similar import) as currently in effect, as amended, or as reenacted, and to agency guidance of general applicability issued thereunder.

(s) *Headings and Captions.* The headings and captions in this Plan document are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

(t) *Applicable Law.* The validity, construction, interpretation, administration, and effect of the Plan and of its rules and regulations, and rights relating to the Plan, shall be determined solely in accordance with the laws of

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the State of New York, without regard to any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the Plan to the substantive law of another jurisdiction.

(u) *Effective Date.* The Plan shall become effective on the date the Plan is approved by the Company's shareholders. No Awards may be granted under the Plan after the annual meeting of the Company's shareholders in 2029; provided that any Awards granted before such annual meeting shall continue in effect thereafter in accordance with the terms of the Awards and the Plan. Upon shareholder approval of the Plan, no awards shall be made under a Prior Plan.

**THE INTERPUBLIC GROUP OF COMPANIES, INC. 2019 PERFORMANCE INCENTIVE PLAN**  
**RESTRICTED STOCK AWARD AGREEMENT**

THE INTERPUBLIC GROUP OF COMPANIES, INC., a Delaware corporation (the "Company"), hereby grants to the Participant named below an award (the "Award") of restricted shares of the Company's common stock (the "Shares"). The terms and conditions of the Award are set forth in this Award Agreement (the "Agreement") and The Interpublic Group of Companies, Inc. 2019 Performance Incentive Plan (the "Plan"), which is attached hereto as Exhibit A, and any applicable addendum to the Award Agreement (the "Addendum") which is attached hereto as Exhibit B.

**RESTRICTED STOCK AWARD AGREEMENT**

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**Date of Award** [date]      **Participant's Name** [name]

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**Number of Shares** [number]

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**Restrictions**                      Subject to the terms and conditions of this Agreement and the Plan, including but not limited to the restrictions set forth in Section 6 of the Plan, the Participant shall be the owner of record of the Shares granted under this Award and shall have all rights of a shareholder of the Company.

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**Lapse of Restrictions**        Subject to the terms and conditions of this Agreement and the Plan, the restrictions on the above-mentioned Shares of Restricted Stock shall lapse on the first anniversary of the date of Award.

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The provisions of the Plan are incorporated herein by reference. All capitalized terms that are not defined in this Agreement have the meanings set forth in the Plan. Except as otherwise expressly provided in this Agreement, in case of any conflict between this Agreement and the Plan, the terms of the Plan shall control.

Please (i) review the rest of this Agreement, the Addendum, and the Plan document, and (ii) execute this Agreement by checking the box below.

By checking the box below, you are effectively executing and agree to be bound by the terms and conditions of this Agreement (including the terms under "Forfeiture of Award" and "Cancellation and Rescission for Prohibited Activity").

**THE INTERPUBLIC GROUP OF COMPANIES, INC.**  
*/s/ Kenneth Lareau*  
Kenneth Lareau  
SVP, Global Compensation and Benefits

**I have read this Agreement, the Plan, and Exhibit B, if applicable, and I understand and agree to their terms and conditions.**

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Participant's Signature,  
to be provided electronically

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**THE INTERPUBLIC GROUP OF COMPANIES, INC. 2019 PERFORMANCE INCENTIVE PLAN**  
**RESTRICTED STOCK AWARD AGREEMENT**

The following terms and conditions supplement the terms of the Plan and govern the Restricted Stock Award:

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**Section 83(b) Election** Ordinarily, restricted Shares are not subject to U.S. federal income or employment taxes until the restrictions are lifted. However, the Participant may make an election (a "Section 83(b) election") to be taxed (for U.S. federal income and employment tax purposes) on the fair market value of the Shares when the Restricted Stock Award is granted. To make a Section 83(b) election, the Participant must file a Section 83(b) election with the IRS and the Company within 30 days after the date of the Restricted Stock Award set forth on the cover page.

*Please consult your tax adviser for more information about what to include in a Section 83(b) election and the consequences of making a Section 83(b) election.*

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**Death or Disability** If the Participant terminates his or her directorship due to Disability or death before the restrictions applicable to the Shares lapse, the Participant shall vest in a portion of the Award as follows:

The vested portion of the Award shall equal a fraction (not to exceed 1.0), the numerator of which is the Participant's number of completed months of directorship with the Company and its Subsidiaries or Affiliates from the Date of the Award to the Participant's Termination, and the denominator of which is the number of months from the Date of the Award to the scheduled Date of Lapse of Restrictions (such resulting amount, the "Reduced Award").

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**Dividends** Any dividends or distributions that are paid with respect to the Shares granted under this Restricted Stock Award (regardless of whether such dividends are paid in cash or Shares) shall be subject to the same risk of forfeiture (and restrictions, if the dividends are paid in Shares) as applies to the Shares granted under this Award. For the avoidance of doubt, the Participant shall not be entitled to the payment of any dividends until the restrictions applicable to Shares granted under this Restricted Stock Award have lapsed.

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**Compliance with  
Local Laws**

Notwithstanding anything to the contrary contained in this Agreement, the Company may, in its sole discretion, settle the Award in the form of: (1) a cash payment to the extent settlement in Shares (a) is prohibited under local law, rules and regulations, (b) would require the Participant or the Company to obtain the approval of any governmental and/or regulatory body in the Participant's country of residence (and/or country of employment, if different), or (c) is administratively burdensome; or (2) Shares, but require the Participant to immediately sell such Shares (in which case, this Agreement shall give the Company the authority to issue sales instructions on behalf of the Participant).

If the Participant is a resident of or employed in a country other than the United States, the Participant agrees, as a condition of the Award, to repatriate all payments attributable to the Award in accordance with local foreign exchange rules and regulations in the Participant's country of residence (and country of employment, if different). In addition, the Participant agrees to take any and all actions, and consents to any and all actions taken by the Company and the Participant's employer as may be required to allow the Company and the Participant's employer to comply with local laws, rules and regulations in the Participant's country of residence (and country of employment, if different). Finally, the Participant agrees to take any and all actions that may be required to comply with the Participant's personal legal and tax obligations under local laws, rules and regulations in the Participant's country of residence (and country of employment, if different).

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**EU Age Discrimination  
Rules** If the Participant is resident of a country that is a member of the European Union, the grant of the Award and this Agreement are intended to comply with the age discrimination provisions of the EU Equal Treatment Framework Directive, as implemented into local law (the "Age Discrimination Rules"). To the extent that a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, under the Age Discrimination Rules, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.

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**Forfeiture of Award** Before accepting this Award, the Participant must disclose to the Company in writing all grants to the Participant of options, shares and other equity rights with respect to any Subsidiary of the Company ("Subsidiary Grants") that are still outstanding. Failure to disclose in writing the existence of any such outstanding Subsidiary Grants shall result in immediate cancellation and forfeiture of the Award set forth in this Agreement, unless the Administrator determines in its sole discretion that such failure was reasonable under the circumstances.

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<b>Cancellation and Rescission for Prohibited Activity</b>	<p>Notwithstanding any other provision of the Plan or this Agreement, the Participant acknowledges and agrees that the Company may cancel, rescind, suspend, withhold, modify, amend or otherwise limit or restrict this Award (whether vested or not vested) at any time if the Participant is not in compliance with all applicable provisions of the Agreement and the Plan, or if the Participant engages in any "Prohibited Activity." For purposes of this Agreement, "Prohibited Activity" means: (i) any activity that would enable the Company (or any Subsidiary or Affiliate) to terminate the Participant's directorship for cause (as defined in the Plan or any directorship agreement or other plan or arrangement that covers the Participant); (ii) a material violation of any rule, policy or procedure of the Company (or any Subsidiary or Affiliate), including but not limited to the Code of Conduct of the Company (and any such Subsidiary or Affiliate); or (iii) before a Change of Control, any other conduct or act that the Company determines is injurious, detrimental or prejudicial to any interest of the Company.</p> <p>The Participant agrees that the cancellation and rescission provisions of this Agreement are reasonable and agrees not to challenge the reasonableness of such provisions, even where forfeiture of this Agreement is the penalty for violation; provided that the Participant may challenge the reasonableness of any forfeiture that occurs after a Change of Control.</p>
<b>No Directorship or Employment Rights</b>	<p>The grant of the Award shall not be interpreted to form a directorship or employment contract between the Participant and the Company.</p>
<b>Discretionary Nature of Award</b>	<p>The Participant acknowledges and agrees that the Plan is discretionary in nature. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive a grant of Restricted Stock or any other forms of award permitted under the Plan or other benefits in lieu thereof in the future. Any amendment, modification or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Participant's directorship.</p>
<b>Extraordinary Benefit</b>	<p>The Participant's participation in the Plan is voluntary. The value of the Award and any other awards granted under the Plan is an extraordinary item of compensation outside the scope of the Participant's directorship. Any grant under the Plan, including the grant of the Award, is not part of the Participant's normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, holiday pay, pension, or retirement benefits or similar payments.</p>
<b>Value of Benefit</b>	<p>The future value of the Award is unknown and cannot be predicted with certainty. The Company shall not be liable for any foreign exchange rate fluctuation, where applicable, between the Participant's local currency and the United States dollar that may affect the value of the Award or of any amounts due to the Participant pursuant to the settlement of the Award or the subsequent sale of any Shares acquired upon settlement.</p>
<b>No Public Offering</b>	<p>The grant of the Award is not intended to be a public offering of securities in the Participant's country of residence (and country of employment, if different). The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law). No employee of the Company or its Subsidiaries or Affiliates is permitted to advise the Participant on whether the Participant should acquire Shares under the Plan and provide the Participant with any legal, tax or financial advice with respect to the grant of the Award. The acquisition of Shares involves certain risks, and the Participant should carefully consider all risk factors and tax considerations relevant to the acquisition and disposition of Shares under the Plan. Further, the Participant should carefully review all of the materials related to the Award and the Plan, and the Participant should consult with the Participant's personal legal, tax and financial advisors for professional advice in relation to the Participant's personal circumstances.</p>
<b>Insider Trading Laws</b>	<p>By participating in the Plan, the Participant expressly agrees to comply with the Company's insider trading policies and any other of its policies regarding insider trading or personal account dealing applicable to the Participant. Further, the Participant expressly acknowledges and agrees that, depending on the country of residence of the Participant or the Participant's broker, or where Shares are listed, the Participant may be subject to insider trading restrictions and/or market abuse laws which may affect the Participant's ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares (e.g., Award) or rights linked to the value of Shares, during such times the Participant is considered to have "inside information" or similar types of information regarding the Company as defined by the laws or regulations in the applicable country. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant places before the Participant possessed such information. Furthermore, the Participant may be prohibited from (a) disclosing such information to any third party (other than on a "need to know" basis) and (b) "tipping" third parties or causing them otherwise to buy or sell securities (including other directors and employees of the Company or any of its Subsidiaries or Affiliates). Any restriction under these laws or regulations is separate from and in addition to any restrictions that may be imposed under any applicable Company policies. The Participant expressly acknowledges and agrees that it is the Participant's responsibility to comply with any applicable restrictions, and the Participant should consult the Participant's personal advisor for additional information on any trading restrictions that may apply to the Participant.</p>

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**Recoupment** Notwithstanding any other provision of this Agreement to the contrary, the Participant acknowledges and agrees that the Award, any Shares acquired pursuant thereto and/or any amount received with respect to any sale of such Shares are subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any recoupment policy the Company may establish or adopt ("Recoupment Policy") and as the Recoupment Policy may be amended from time to time. The Participant agrees and consents to the Company's application, implementation and enforcement of (a) the Recoupment Policy, and (b) any provision of applicable law relating to cancellation, recoupment, rescission or payback of compensation and expressly agrees that the Company may take such actions as are necessary to effectuate the Recoupment Policy (as applicable to the Participant) or applicable law without further consent or action being required by the Participant. For purposes of the foregoing, the Participant expressly and explicitly authorizes the Company to issue instructions, on the Participant's behalf, to any brokerage firm and/or third party administrator engaged by the Company to hold the Participant's Shares and other amounts acquired under the Plan to re-convey, transfer or otherwise return such Shares and/or other amounts to the Company. To the extent that the terms of this Agreement and the Recoupment Policy conflict, the terms of the Recoupment Policy shall prevail.

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**English Language** If the Participant is resident outside of the United States, the Participant acknowledges and agrees that it is the Participant's express intent that this Agreement, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award be drawn up in English. If the Participant receives this Agreement, the Plan or any other document related to the Award translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

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**Electronic Delivery** The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to the Participant under the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

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<b>Data Privacy</b>	<p>The Company is located at 909 Third Avenue, New York, New York 10022, United States of America and grants Awards under the Plan to employees and non-management directors of the Company and its Subsidiaries and Affiliates in its sole discretion. In conjunction with the Company's grant of the Award under the Plan and its ongoing administration of such awards, the Company is providing the following information about its data collection, processing and transfer practices. In accepting the grant of the Awards, the Participant expressly and explicitly consents to the personal data activities as described herein.</p> <p>(a) <i>Data Collection, Processing and Usage.</i> The Company collects, processes and uses the Participant's personal data, including the Participant's name, home address, email address, telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all Awards or any other equity compensation awards granted, canceled, exercised, vested, or outstanding in the Participant's favor, which the Company receives from the Participant or the Participant's employer. In granting the Awards under the Plan, the Company will collect the Participant's personal data for purposes of allocating Shares in settlement of the Awards and implementing, administering and managing the Plan. The Company's legal basis for the collection, processing and usage of the Participant's personal data is the Participant's consent.</p> <p>(b) <i>Stock Plan Administration Service Provider.</i> The Company transfers the Participant's personal data to [UBS Financial Services, an independent service provider based in the United States of America], which assists the Company with the implementation, administration and management of the Plan (the "Stock Plan Administrator"). In the future, the Company may select a different Stock Plan Administrator and share the Participant's personal data with another company that serves in a similar manner. The Stock Plan Administrator will open an account for the Participant to receive and trade Shares acquired under the Plan. The Participant will be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, which is a condition to the Participant's ability to participate in the Plan.</p> <p>(c) <i>International Data Transfers.</i> The Company and the Stock Plan Administrator are based in the United States of America. The Participant should note that the Participant's country of residence may have enacted data privacy laws that are different from the United States of America. The Company's legal basis for the transfer of the Participant's personal data to the United States of America is the Participant's consent.</p> <p>(d) <i>Voluntariness and Consequences of Consent Denial or Withdrawal.</i> The Participant's participation in the Plan and his or her grant of consent is purely voluntary. The Participant may deny or withdraw his or her consent at any time. If the Participant does not consent, or if the Participant later withdraws his or her consent, the Participant may be unable to participate in the Plan. This would not affect the Participant's existing employment or salary; instead, the Participant merely may forfeit the opportunities associated with the Plan.</p> <p>(e) <i>Data Subjects Rights.</i> The Participant may have a number of rights under the data privacy laws in the Participant's country of residence. For example, the Participant's rights may include the right to (i) request access or copies of personal data the Company processes, (ii) request rectification of incorrect data, (iii) request deletion of data, (iv) place restrictions on processing, (v) lodge complaints with competent authorities in the Participant's country of residence, and/or (vi) request a list with the names and addresses of any potential recipients of the Participant's personal data. To receive clarification regarding the Participant's rights or to exercise his or her rights, the Participant should contact the Participant's local HR manager.</p>
<b>Successors and Assigns</b>	<p>The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Participant and the Participant's beneficiaries, executors or administrators.</p>
<b>Addendum</b>	<p>Notwithstanding any provisions of this Agreement to the contrary, the Award shall be subject to any special terms and conditions for the Participant's country of residence (and country of employment, if different) set forth in an addendum to this Agreement (an "Addendum"). Further, if the Participant transfers the Participant's residence and/or employment to another country reflected in an Addendum to this Agreement at the time of transfer, the special terms and conditions for such country will apply to the Participant to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local law or to facilitate the operation and administration of the award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Participant's transfer). In all circumstances, any applicable Addendum shall constitute part of this Agreement.</p>
<b>Additional Requirements</b>	<p>The Company reserves the right to impose other requirements on the Award, any Shares acquired pursuant to the Award and the Participant's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local law or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring the Participant to sign any agreements or undertakings that may be necessary to accomplish the foregoing.</p>

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**Severability**

The invalidity or unenforceability of any provision of the Plan or this Agreement will not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement will be severable and enforceable to the extent permitted by law.

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<b>Interpretation and Construction</b>	<p>This Agreement and the Plan shall be construed and interpreted by the Administrator, in its sole discretion. Any interpretation or other determination by the Administrator (including, but not limited to, correction of any defect or omission and reconciliation of any inconsistency in the Agreement or the Plan) shall be binding and conclusive.</p> <p>All determinations regarding enforcement, waiver or modification of the cancellation and rescission and other provisions of this Agreement (including the provisions relating to death and Disability) shall be made in the Plan Administrator's sole discretion. Determinations made under this Agreement and the Plan need not be uniform and may be made selectively among individuals, whether or not such individuals are similarly situated.</p>
<b>Entire Understanding</b>	<p>This Agreement, the award letter (if any) from the Company, and the terms of the Plan constitute the entire understanding between the Participant and the Company and its Subsidiaries and Affiliates regarding this Award. Any prior agreements, commitments, or negotiations concerning this Award are superseded.</p>
<b>Acknowledge and Agree</b>	<p>By accepting the grant of the Award, the Participant acknowledges that the Participant has read this Agreement, the Addendum to this Agreement (as applicable), and the Plan, and the Participant specifically accepts and agrees to the provisions therein.</p>

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**THE INTERPUBLIC GROUP OF COMPANIES, INC. 2019 PERFORMANCE INCENTIVE PLAN  
RESTRICTED STOCK UNIT AWARD AGREEMENT**

THE INTERPUBLIC GROUP OF COMPANIES, INC., a Delaware corporation (the "Company"), hereby grants to the Participant named below an award (the "Award") of Restricted Stock Units ("RSUs"), payable in shares of the Company's common stock (the "Shares"). The terms and conditions of the Award are set forth in this Award Agreement (the "Agreement") and The Interpublic Group of Companies, Inc. 2019 Performance Incentive Plan (the "Plan"), which is attached hereto as Exhibit A, and any applicable addendum to the Award Agreement (the "Addendum") which is attached hereto as Exhibit C.

**RESTRICTED STOCK UNIT AWARD AGREEMENT**

<b>Date of Award</b>	[DATE]	<b>Participant's Name</b>	[NAME]
<b>Number of RSUs</b>	[X]		
<b>Vesting of RSUs</b>	<p>Subject to the (i) terms of the Plan, (ii) the forfeiture, cancellation, and rescission provisions of this Agreement and (iii) Participant's execution of the restrictive covenant agreement that is attached hereto as Exhibit B, the scheduled Vesting Date for the RSUs is as provided in the Participant's award letter.</p> <p>Except as otherwise provided in the Plan or this Agreement, any portion of this Award that is not vested on the date the Participant ceases to be an employee of the Company and its Subsidiaries and Affiliates shall be forfeited.</p>		

**Payment Date** Subject to the vesting conditions set forth herein and the terms of the Plan, the Payment Date shall occur during the calendar year prescribed by Section 6(f) of the Plan no later than the last day of the "applicable 2 ½ month period" as defined in Treas. Reg. Section 1.409A-1(b)(4)(i)(A), subject to the following:

If the Participant dies before the Vesting Date, the Award shall be settled within 90 days after the Participant's death; and  
If the Participant's employment terminates within 24 months after a Change of Control (and before the Vesting Date), the Award shall be settled (to the extent vested) at the time prescribed by the Change of Control provisions of this Agreement.

The provisions of the Plan are incorporated herein by reference. All capitalized terms that are not defined in this Agreement have the meanings set forth in the Plan. Except as otherwise expressly provided in this Agreement, in case of any conflict between this Agreement and the Plan, the terms of the Plan shall control.

Please (i) review the rest of this Agreement, the Addendum, the Plan document and the restrictive covenant agreement attached hereto as Exhibit B, and (ii) execute this Agreement and Exhibit B by checking the box below.

By checking the box below, you are effectively executing and agree to be bound by the terms and conditions of (i) this Agreement (including the terms under "Forfeiture of Award" and "Cancellation and Rescission") and (ii) the restrictive covenant agreement attached hereto as Exhibit B.

THE INTERPUBLIC GROUP OF COMPANIES, INC.

/s/ Kenneth Lareau

Kenneth Lareau

SVP, Global Compensation and Benefits

**THE INTERPUBLIC GROUP OF COMPANIES, INC. 2019 PERFORMANCE INCENTIVE PLAN  
RESTRICTED STOCK UNIT AWARD AGREEMENT**

The following terms and conditions supplement the terms of the Plan and govern the Restricted Stock Unit Award:

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<b>Amount of RSU Payment</b>	The vested RSUs shall be settled in Shares at the time set forth in the cover page, with each vested RSU (before withholding) equal to one Share.
<b>Tax Withholding</b>	<p>The Award is subject to withholding for taxes at the time and in the amount determined by the Company or the Participant's employer. Regardless of any action the Company or the Participant's employer takes with respect to any or all income tax (including U.S. federal, state and local taxes and/or non-U.S. taxes), social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), the Participant acknowledges that the ultimate liability for all Tax-Related Items legally due by the Participant is and remains the Participant's responsibility. Neither the Company nor the Participant's employer: (a) make any representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including the grant of the Award, the vesting or settlement of the Award, the subsequent sale of any Shares acquired pursuant to the Award and the receipt of any dividends or dividend equivalents; or (b) commit to structure the terms of the grant or any aspect of the Award to reduce or eliminate the Participant's liability for Tax-Related Items.</p> <p>Unless prohibited or problematic under applicable law or otherwise may trigger adverse consequences to the Company or the Participant's employer, the Participant may elect, via the Company's stock plan administrator, to pay any Tax-Related Items required to be withheld in connection with the Award via any of the following methods: (1) withholding a sufficient number of whole Shares from the Shares paid to the Participant as a result of the vesting and settlement of the Award having a fair market value equal to the amount of Tax-Related Items to be withheld ("Share Withholding"); (2) selling a sufficient number of whole Shares from the Shares paid to the Participant as a result of the vesting and settlement of the Award having a fair market value equal to the amount of Tax-Related Items to be withheld; or (3) selling all of the Shares paid to the Participant as a result of the vesting and settlement of the Award, and withholding from the sale proceeds the amount of Tax-Related Items to be withheld, with the net proceeds disbursed to the Participant. Depending on the withholding method, the Company may withhold for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including maximum applicable rates. To the extent the Participant fails to elect one of the foregoing withholding methods within [30] days of the Date of Award, the Company (or the Participant's employer) shall satisfy any withholding obligation for Tax-Related Items via Share Withholding.</p> <p>Notwithstanding the foregoing, if the Participant is subject to Section 16(b) of the Exchange Act, the Company will withhold using Share Withholding.</p> <p>If the Participant relocates to another jurisdiction, the Participant is responsible for notifying the Company of such relocation and is responsible for compliance with all applicable tax requirements. If the Participant is subject to taxation in more than one jurisdiction, the Participant acknowledges that the Company or the Participant's employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction. By accepting this Award, the Participant expressly consents to the withholding methods as provided for hereunder. All other Tax-Related Items related to the Award and any Shares or cash delivered in settlement thereof are the Participant's sole responsibility. Neither the Company nor any of its Subsidiaries or Affiliates is responsible for any liability or penalty relating to taxes (including excise taxes) on compensation (including imputed compensation) or other income attributed to the Participant (or a Beneficiary) pursuant to this Agreement, whether as a result of the Participant failing to make timely payments of tax or otherwise.</p>
<b>Change of Control</b>	<p>This Award shall not vest or become immediately payable merely upon the occurrence of a Change of Control. However, the following provisions shall apply if a Change of Control occurs before the Vesting Date:</p> <p>(i) If as a result of the Change of Control the Company ceases to exist or the Shares are no longer traded on the New York Stock Exchange, this Award shall be converted into a cash amount equal to the fair market value of the corresponding number of RSUs, based on the closing price of the Shares on the last day the Shares are traded on the New York Stock Exchange prior to the Change of Control. Such cash amount shall continue to be subject to the same risk of forfeiture and vesting conditions as applied prior to the conversion, and shall be payable during the calendar year prescribed by Section 6(f) of the Plan for settlement of RSUs, no later than the last day of the "applicable 2½-month period" as defined in Treas. Reg. § 1.409A-1(b)(4)(i)(A), except as otherwise provided in paragraph (ii), below.</p> <p>(ii) If prior to the Vesting Date and within 24 months after the Change of Control, the Participant has a Termination of Employment either (1) by the Company (including its successor) or the Participant's employer without Cause or (2) if the Participant has "good reason" rights under the Company's Executive Severance Plan or an employment agreement, by the Participant for "good reason" (as defined in the applicable plan or agreement), then (A) this Award shall become immediately vested and payable to the Participant, and (B) the Payment Date shall occur within 30 days after the Participant's Termination of Employment (subject to the six-month delay rule set forth in Section 11(o)(2) of the Plan).</p>

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<b>Death or Disability</b>	<p>If the Participant terminates service due to Disability or death, the Participant shall vest in a portion of the Award as determined in accordance with the below:</p>
	<p>The vested portion of the Award shall equal a fraction (not to exceed 1.0), the numerator of which is the Participant's number of completed months of service with the Company and its Subsidiaries or Affiliates from the Date of the Award to the Participant's Termination of Service, and the denominator of which is the number of months from the Date of the Award to the scheduled Vesting Date (such resulting amount, the "Reduced Award").</p>
<b>Dividend Equivalents</b>	<p>The Participant shall be entitled to accrue Dividend Equivalents with respect to the Shares underlying the RSUs. For each Share, the Participant shall accrue a right to receive cash or share dividends for which the record date is after the Date of the Award and before the Award is settled. Such amounts shall be subject to the same forfeiture and vesting conditions as the underlying Shares, and shall be paid (if at all) at the same time as the RSUs are settled, applying the same vesting percentage as applies for the Shares.</p>
<b>Compliance with Local Laws</b>	<p>Notwithstanding anything to the contrary contained in this Agreement, the Company may, in its sole discretion, settle the Award in the form of: (1) a cash payment to the extent settlement in Shares (a) is prohibited under local law, rules and regulations, (b) would require the Participant, the Company or the Participant's employer to obtain the approval of any governmental and/or regulatory body in the Participant's country of residence (and/or country of employment, if different), or (c) is administratively burdensome; or (2) Shares, but require the Participant to immediately sell such Shares (in which case, this Agreement shall give the Company the authority to issue sales instructions on behalf of the Participant).</p>
	<p>If the Participant is a resident of or employed in a country other than the United States, the Participant agrees, as a condition of the Award, to repatriate all payments attributable to the Award in accordance with local foreign exchange rules and regulations in the Participant's country of residence (and country of employment, if different). In addition, the Participant agrees to take any and all actions, and consents to any and all actions taken by the Company and the Participant's employer as may be required to allow the Company and the Participant's employer to comply with local laws, rules and regulations in the Participant's country of residence (and country of employment, if different). Finally, the Participant agrees to take any and all actions that may be required to comply with the Participant's personal legal and tax obligations under local laws, rules and regulations in the Participant's country of residence (and country of employment, if different).</p>
<b>EU Age Discrimination Rules</b>	<p>If the Participant is resident and/or employed in a country that is a member of the European Union, the grant of the Award and this Agreement are intended to comply with the age discrimination provisions of the EU Equal Treatment Framework Directive, as implemented into local law (the "Age Discrimination Rules"). To the extent that a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, under the Age Discrimination Rules, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.</p>
<b>Forfeiture of Award</b>	<p>Before accepting this Award, the Participant must disclose to the Company in writing all grants to the Participant of options, shares and other equity rights with respect to any Subsidiary of the Company ("Subsidiary Grants") that are still outstanding. Failure to disclose in writing the existence of any such outstanding Subsidiary Grants shall result in immediate cancellation and forfeiture of the Award set forth in this Agreement, unless the Administrator determines in its sole discretion that such failure was reasonable under the circumstances.</p>
<b>Cancellation and Rescission for Prohibited Activity</b>	<p>Notwithstanding any other provision of the Plan or this Agreement, the Participant acknowledges and agrees that the Company may cancel, rescind, suspend, withhold, modify, amend or otherwise limit or restrict this Award (whether vested or not vested) at any time if the Participant is not in compliance with all applicable provisions of the Agreement and the Plan, or if the Participant engages in any "Prohibited Activity." For purposes of this Agreement, "Prohibited Activity" means: (i) any activity that would enable the Company (or any Subsidiary or Affiliate where the Participant is employed) to terminate the Participant's employment for cause (as defined in the Plan or any employment agreement or other plan or arrangement that covers the Participant); (ii) a material violation of any rule, policy or procedure of the Company (or any Subsidiary or Affiliate where the Participant is employed), including but not limited to the Code of Conduct of the Company (and any such Subsidiary or Affiliate); (iii) before a Change of Control, a failure to be in compliance with any share ownership objectives of the Company applicable to the Participant, or (iv) before a Change of Control, any other conduct or act that the Company determines is injurious, detrimental or prejudicial to any interest of the Company.</p>
	<p>The Participant agrees that the cancellation and rescission provisions of this Agreement are reasonable and agrees not to challenge the reasonableness of such provisions, even where forfeiture of this Agreement is the penalty for violation; provided that the Participant may challenge the reasonableness of any forfeiture that occurs after a Change of Control.</p>
<b>No Employment Rights</b>	<p>The grant of the Award shall not be interpreted to form an employment contract between the Participant and the Company or the Participant's employer.</p>

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<b>Discretionary Nature of Award</b>	The Participant acknowledges and agrees that the Plan is discretionary in nature and may be amended, cancelled or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive a grant of RSUs or any other forms of award permitted under the Plan or other benefits in lieu thereof in the future. Future grants, if any, will be at the sole discretion of the Company, including, but not limited to, the form and timing of any grant, the Number of RSUs granted and the vesting provisions. Any amendment, modification or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Participant's employment with the Participant's employer.
<b>Extraordinary Benefit</b>	The Participant's participation in the Plan is voluntary. The value of the Award and any other awards granted under the Plan is an extraordinary item of compensation outside the scope of the Participant's employment (and the Participant's employment contract, if any). Any grant under the Plan, including the grant of the Award, is not part of the Participant's normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, holiday pay, pension, or retirement benefits or similar payments.
<b>Value of Benefit</b>	The future value of the Award is unknown and cannot be predicted with certainty. The Company shall not be liable for any foreign exchange rate fluctuation, where applicable, between the Participant's local currency and the United States dollar that may affect the value of the Award or of any amounts due to the Participant pursuant to the settlement of the Award or the subsequent sale of any Shares acquired upon settlement.
<b>No Public Offering</b>	The grant of the Award is not intended to be a public offering of securities in the Participant's country of residence (and country of employment, if different). The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law). No employee of the Company or its Subsidiaries or Affiliates is permitted to advise the Participant on whether the Participant should acquire Shares under the Plan and provide the Participant with any legal, tax or financial advice with respect to the grant of the Award. The acquisition of Shares involves certain risks, and the Participant should carefully consider all risk factors and tax considerations relevant to the acquisition and disposition of Shares under the Plan. Further, the Participant should carefully review all of the materials related to the Award and the Plan, and the Participant should consult with the Participant's personal legal, tax and financial advisors for professional advice in relation to the Participant's personal circumstances.
<b>Insider Trading Laws</b>	By participating in the Plan, the Participant expressly agrees to comply with the Company's insider trading policies and any other of its policies regarding insider trading or personal account dealing applicable to the Participant. Further, the Participant expressly acknowledges and agrees that, depending on the country of residence of the Participant or the Participant's broker, or where Shares are listed, the Participant may be subject to insider trading restrictions and/or market abuse laws which may affect the Participant's ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares (e.g., Award) or rights linked to the value of Shares, during such times the Participant is considered to have "inside information" or similar types of information regarding the Company as defined by the laws or regulations in the applicable country. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant places before the Participant possessed such information. Furthermore, the Participant may be prohibited from (a) disclosing such information to any third party (other than on a "need to know" basis) and (b) "tipping" third parties or causing them otherwise to buy or sell securities (including other employees of the Company or any of its Subsidiaries or Affiliates). Any restriction under these laws or regulations is separate from and in addition to any restrictions that may be imposed under any applicable Company policies. The Participant expressly acknowledges and agrees that it is the Participant's responsibility to comply with any applicable restrictions, and the Participant should consult the Participant's personal advisor for additional information on any trading restrictions that may apply to the Participant.
<b>Recoupment</b>	Notwithstanding any other provision of this Agreement to the contrary, the Participant acknowledges and agrees that the Award, any Shares acquired pursuant thereto and/or any amount received with respect to any sale of such Shares are subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any recoupment policy the Company may establish or adopt ("Recoupment Policy") and as the Recoupment Policy may be amended from time to time. The Participant agrees and consents to the Company's application, implementation and enforcement of (a) the Recoupment Policy, and (b) any provision of applicable law relating to cancellation, recoupment, rescission or payback of compensation and expressly agrees that the Company may take such actions as are necessary to effectuate the Recoupment Policy (as applicable to the Participant) or applicable law without further consent or action being required by the Participant. For purposes of the foregoing, the Participant expressly and explicitly authorizes the Company to issue instructions, on the Participant's behalf, to any brokerage firm and/or third party administrator engaged by the Company to hold the Participant's Shares and other amounts acquired under the Plan to re-convey, transfer or otherwise return such Shares and/or other amounts to the Company. To the extent that the terms of this Agreement and the Recoupment Policy conflict, the terms of the Recoupment Policy shall prevail.
<b>English Language</b>	If the Participant is resident outside of the United States, the Participant acknowledges and agrees that it is the Participant's express intent that this Agreement, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award be drawn up in English. If the Participant receives this Agreement, the Plan or any other document related to the Award translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

<b>Electronic Delivery</b>	The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to the Participant under the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
<b>Data Privacy</b>	<p>The Company is located at 909 Third Avenue, New York, New York 10022, United States of America and grants Awards under the Plan to employees of the Company and its Subsidiaries and Affiliates in its sole discretion. In conjunction with the Company's grant of the Award under the Plan and its ongoing administration of such awards, the Company is providing the following information about its data collection, processing and transfer practices. In accepting the grant of the Awards, the Participant expressly and explicitly consents to the personal data activities as described herein.</p> <p>(a) <i>Data Collection, Processing and Usage.</i> The Company collects, processes and uses the Participant's personal data, including the Participant's name, home address, email address, telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all Awards or any other equity compensation awards granted, canceled, exercised, vested, or outstanding in the Participant's favor, which the Company receives from the Participant or the Participant's employer. In granting the Awards under the Plan, the Company will collect the Participant's personal data for purposes of allocating Shares in settlement of the Awards and implementing, administering and managing the Plan. The Company's legal basis for the collection, processing and usage of the Participant's personal data is the Participant's consent.</p> <p>(b) <i>Stock Plan Administration Service Provider.</i> The Company transfers the Participant's personal data to [UBS Financial Services, an independent service provider based in the United States of America], which assists the Company with the implementation, administration and management of the Plan (the "Stock Plan Administrator"). In the future, the Company may select a different Stock Plan Administrator and share the Participant's personal data with another company that serves in a similar manner. The Stock Plan Administrator will open an account for the Participant to receive and trade Shares acquired under the Plan. The Participant will be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, which is a condition to the Participant's ability to participate in the Plan.</p> <p>(c) <i>International Data Transfers.</i> The Company and the Stock Plan Administrator are based in the United States of America. The Participant should note that the Participant's country of residence may have enacted data privacy laws that are different from the United States of America. The Company's legal basis for the transfer of the Participant's personal data to the United States of America is the Participant's consent.</p> <p>(d) <i>Voluntariness and Consequences of Consent Denial or Withdrawal.</i> The Participant's participation in the Plan and his or her grant of consent is purely voluntary. The Participant may deny or withdraw his or her consent at any time. If the Participant does not consent, or if the Participant later withdraws his or her consent, the Participant may be unable to participate in the Plan. This would not affect the Participant's existing employment or salary; instead, the Participant merely may forfeit the opportunities associated with the Plan.</p> <p>(e) <i>Data Subjects Rights.</i> The Participant may have a number of rights under the data privacy laws in the Participant's country of residence. For example, the Participant's rights may include the right to (i) request access or copies of personal data the Company processes, (ii) request rectification of incorrect data, (iii) request deletion of data, (iv) place restrictions on processing, (v) lodge complaints with competent authorities in the Participant's country of residence, and/or (vi) request a list with the names and addresses of any potential recipients of the Participant's personal data. To receive clarification regarding the Participant's rights or to exercise his or her rights, the Participant should contact the Participant's local HR manager.</p>
<b>Successors and Assigns</b>	The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Participant and the Participant's beneficiaries, executors or administrators.
<b>Addendum</b>	Notwithstanding any provisions of this Agreement to the contrary, the Award shall be subject to any special terms and conditions for the Participant's country of residence (and country of employment, if different) set forth in an addendum to this Agreement (an "Addendum"). Further, if the Participant transfers the Participant's residence and/or employment to another country reflected in an Addendum to this Agreement at the time of transfer, the special terms and conditions for such country will apply to the Participant to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local law or to facilitate the operation and administration of the award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Participant's transfer). In all circumstances, any applicable Addendum shall constitute part of this Agreement.



<b>Additional Requirements</b>	The Company reserves the right to impose other requirements on the Award, any Shares acquired pursuant to the Award and the Participant's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local law or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring the Participant to sign any agreements or undertakings that may be necessary to accomplish the foregoing.
<b>Severability</b>	The invalidity or unenforceability of any provision of the Plan or this Agreement will not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement will be severable and enforceable to the extent permitted by law.
<b>Interpretation and Construction</b>	<p>This Agreement and the Plan shall be construed and interpreted by the Administrator, in its sole discretion. Any interpretation or other determination by the Administrator (including, but not limited to, correction of any defect or omission and reconciliation of any inconsistency in the Agreement or the Plan) shall be binding and conclusive.</p> <p>All determinations regarding enforcement, waiver or modification of the cancellation and rescission and other provisions of this Agreement (including the provisions relating to termination of service, death and Disability) shall be made in the Company's sole discretion. Determinations made under this Agreement and the Plan need not be uniform and may be made selectively among individuals, whether or not such individuals are similarly situated.</p>
<b>Entire Understanding</b>	This Agreement, the award letter (if any) from the Company, the terms of the Plan and the restrictive covenant agreement attached hereto as Exhibit B constitute the entire understanding between the Participant and the Company and its Subsidiaries and Affiliates regarding this Award. Any prior agreements, commitments, or negotiations concerning this Award are superseded.
<b>Participant's Acknowledgement and Agreement</b>	By accepting the grant of the Award, the Participant acknowledges that the Participant has read this Agreement, the Addendum to this Agreement (as applicable), the Plan, and the restrictive covenant agreement and the Participant specifically accepts and agrees to the provisions therein.

**THE INTERPUBLIC GROUP OF COMPANIES, INC. 2019 PERFORMANCE INCENTIVE PLAN**  
**RESTRICTED STOCK UNIT AWARD AGREEMENT**

**THE INTERPUBLIC GROUP OF COMPANIES, INC.**, a Delaware corporation (the "Company"), hereby grants to the Participant named below an award (the "Award") of Restricted Stock Units ("RSUs"), payable in shares of the Company's common stock (the "Shares"). The terms and conditions of the Award are set forth in this Award Agreement (the "Agreement") and The Interpublic Group of Companies, Inc. 2019 Performance Incentive Plan (the "Plan"), which is attached hereto as Exhibit A, and any applicable addendum to the Award Agreement (the "Addendum") which is attached hereto as Exhibit C.

**RESTRICTED STOCK UNIT AWARD AGREEMENT**

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**Date of Award** [DATE] **Participant's Name** [NAME]

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**Number of RSUs** [X]

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**Vesting of RSUs** Subject to the (i) terms of the Plan, (ii) the retirement, forfeiture, cancellation, and rescission provisions of this Agreement and (iii) Participant's execution of the restrictive covenant agreement that is attached hereto as Exhibit B, the scheduled Vesting Date for the RSUs is as provided in the Participant's award letter.

Except as otherwise provided in the Plan or this Agreement, any portion of this Award that is not vested on the date the Participant ceases to be an employee of the Company and its Subsidiaries and Affiliates shall be forfeited.

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**Payment Date** Subject to the vesting conditions set forth herein and the terms of the Plan, the Payment Date shall occur during the calendar year in which the Vesting Date occurs, subject to the following:

If the Participant dies before the Vesting Date, the Award shall be settled within 90 days after the Participant's death; and

If the Participant's employment terminates within 24 months after a Change of Control (and before the Vesting Date), the Award shall be settled (to the extent vested) at the time prescribed by the Change of Control provisions of this Agreement.

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The provisions of the Plan are incorporated herein by reference. All capitalized terms that are not defined in this Agreement have the meanings set forth in the Plan. Except as otherwise expressly provided in this Agreement, in case of any conflict between this Agreement and the Plan, the terms of the Plan shall control.

Please (i) review the rest of this Agreement, the Addendum, the Plan document and the restrictive covenant agreement attached hereto as Exhibit B, and (ii) execute this Agreement and Exhibit B by checking the box below.

By checking the box below, you are effectively executing and agree to be bound by the terms and conditions of (i) this Agreement (including the terms under "Forfeiture of Award" and "Cancellation and Rescission") and (ii) the restrictive covenant agreement attached hereto as Exhibit B.

**THE INTERPUBLIC GROUP OF COMPANIES, INC.**  
*/s/ Kenneth Lareau*  
Kenneth Lareau  
SVP, Global Compensation and Benefits

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**THE INTERPUBLIC GROUP OF COMPANIES, INC. 2019 PERFORMANCE INCENTIVE PLAN  
RESTRICTED STOCK UNIT AWARD AGREEMENT**

The following terms and conditions supplement the terms of the Plan and govern the Restricted Stock Unit Award:

<b>Amount of RSU Payment</b>	The vested RSUs shall be settled in Shares at the time set forth in the cover page, with each vested RSU (before withholding) equal to one Share.
<b>Tax Withholding</b>	<p>The Award is subject to withholding for taxes at the time and in the amount determined by the Company or the Participant's employer. Regardless of any action the Company or the Participant's employer takes with respect to any or all income tax (including U.S. federal, state and local taxes and/or non-U.S. taxes), social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), the Participant acknowledges that the ultimate liability for all Tax-Related Items legally due by the Participant is and remains the Participant's responsibility. Neither the Company nor the Participant's employer: (a) make any representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including the grant of the Award, the vesting or settlement of the Award, the subsequent sale of any Shares acquired pursuant to the Award and the receipt of any dividends or dividend equivalents; or (b) commit to structure the terms of the grant or any aspect of the Award to reduce or eliminate the Participant's liability for Tax-Related Items.</p> <p>Unless prohibited or problematic under applicable law or otherwise may trigger adverse consequences to the Company or the Participant's employer, the Participant may elect, via the Company's stock plan administrator, to pay any Tax-Related Items required to be withheld in connection with the Award via any of the following methods: (1) withholding a sufficient number of whole Shares from the Shares paid to the Participant as a result of the vesting and settlement of the Award having a fair market value equal to the amount of Tax-Related Items to be withheld ("Share Withholding"); (2) selling a sufficient number of whole Shares from the Shares paid to the Participant as a result of the vesting and settlement of the Award having a fair market value equal to the amount of Tax-Related Items to be withheld; or (3) selling all of the Shares paid to the Participant as a result of the vesting and settlement of the Award, and withholding from the sale proceeds the amount of Tax-Related Items to be withheld, with the net proceeds disbursed to the Participant. Depending on the withholding method, the Company may withhold for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including maximum applicable rates. To the extent the Participant fails to elect one of the foregoing withholding methods within [30] days of the Date of Award, the Company (or the Participant's employer) shall satisfy any withholding obligation for Tax-Related Items via Share Withholding.</p> <p>Notwithstanding the foregoing, if the Participant is subject to Section 16(b) of the Exchange Act, the Company will withhold using Share Withholding.</p> <p>If the Participant relocates to another jurisdiction, the Participant is responsible for notifying the Company of such relocation and is responsible for compliance with all applicable tax requirements. If the Participant is subject to taxation in more than one jurisdiction, the Participant acknowledges that the Company or the Participant's employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction. By accepting this Award, the Participant expressly consents to the withholding methods as provided for hereunder. All other Tax-Related Items related to the Award and any Shares or cash delivered in settlement thereof are the Participant's sole responsibility. Neither the Company nor any of its Subsidiaries or Affiliates is responsible for any liability or penalty relating to taxes (including excise taxes) on compensation (including imputed compensation) or other income attributed to the Participant (or a Beneficiary) pursuant to this Agreement, whether as a result of the Participant failing to make timely payments of tax or otherwise.</p>
<b>Change of Control</b>	<p>This Award shall not vest or become immediately payable merely upon the occurrence of a Change of Control. However, the following provisions shall apply if a Change of Control occurs before the Vesting Date:</p> <p>(i) If as a result of the Change of Control the Company ceases to exist or the Shares are no longer traded on the New York Stock Exchange, this Award shall be converted into a cash amount equal to the fair market value of the corresponding number of RSUs, based on the closing price of the Shares on the last day the Shares are traded on the New York Stock Exchange prior to the Change of Control. Such cash amount shall continue to be subject to the same risk of forfeiture and vesting conditions as applied prior to the conversion, and shall be payable on the Payment Date prescribed by this Agreement, except as otherwise provided in paragraph (ii), below.</p> <p>(ii) If prior to the Vesting Date and within 24 months after the Change of Control, the Participant has a Termination of Employment either (1) by the Company (including its successor) or the Participant's employer without Cause or (2) if the Participant has "good reason" rights under the Company's Executive Severance Plan or an employment agreement, by the Participant for "good reason" (as defined in the applicable plan or agreement), then (A) this Award shall become immediately vested and payable to the Participant, and (B) the Payment Date shall occur within 30 days after the Participant's Termination of Employment (subject to the six-month delay rule set forth in Section 11(o)(2) of the Plan).</p>

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<b>Retirement</b>	<p>If the Participant terminates service due to Retirement (as defined below) prior to the Vesting Date, the Participant shall vest in a portion of the Award. The vested percentage shall equal a fraction (not to exceed 1.0), the numerator of which is the Participant's number of completed months of service with the Company, its Subsidiaries or Affiliates from the Date of the Award to the Participant's Termination of Service, and the denominator of which is the number of months from the Date of the Award to the scheduled Vesting Date (such resulting amount, the "Reduced Award"). Such Reduced Award shall be paid on the Payment Date prescribed by this Agreement (<i>i.e.</i>, payment shall not be accelerated), and any portion of the Award that is not vested shall be forfeited without consideration.</p> <p>For purposes of this Agreement, "Retirement" means a voluntary Termination of Service with the Company's approval after the Participant has attained age 55 and ten (10) years of matching contribution service under the Interpublic Group of Companies, Inc. Savings Plan (or, if the Participant is not eligible to participate in the Interpublic Group of Companies, Inc. Savings Plan, vesting service under the Participant's employer's 401(k) plan).</p> <p>For purposes of this Agreement, "Termination of Service" means the date the Participant ceases to provide material services to the Company and its Affiliates and Subsidiaries, which includes service as an employee, board member or consultant, as determined by the Company in its sole discretion.</p>
<b>Death or Disability</b>	<p>If the Participant terminates service due to Disability or death, the Participant shall vest in a portion of the Award as determined in accordance with the below:</p> <p>The vested portion of the Award shall equal a fraction (not to exceed 1.0), the numerator of which is the Participant's number of completed months of service with the Company and its Subsidiaries or Affiliates from the Date of the Award to the Participant's Termination of Service, and the denominator of which is the number of months from the Date of the Award to the scheduled Vesting Date (such resulting amount, the "Reduced Award").</p>
<b>Dividend Equivalents</b>	<p>The Participant shall be entitled to accrue Dividend Equivalents with respect to the Shares underlying the RSUs. For each Share, the Participant shall accrue a right to receive cash or share dividends for which the record date is after the Date of the Award and before the Award is settled. Such amounts shall be subject to the same forfeiture and vesting conditions as the underlying Shares, and shall be paid (if at all) at the same time as the RSUs are settled, applying the same vesting percentage as applies for the Shares.</p>
<b>Compliance with Local Laws</b>	<p>Notwithstanding anything to the contrary contained in this Agreement, the Company may, in its sole discretion, settle the Award in the form of: (1) a cash payment to the extent settlement in Shares (a) is prohibited under local law, rules and regulations, (b) would require the Participant, the Company or the Participant's employer to obtain the approval of any governmental and/or regulatory body in the Participant's country of residence (and/or country of employment, if different), or (c) is administratively burdensome; or (2) Shares, but require the Participant to immediately sell such Shares (in which case, this Agreement shall give the Company the authority to issue sales instructions on behalf of the Participant).</p> <p>If the Participant is a resident of or employed in a country other than the United States, the Participant agrees, as a condition of the Award, to repatriate all payments attributable to the Award in accordance with local foreign exchange rules and regulations in the Participant's country of residence (and country of employment, if different). In addition, the Participant agrees to take any and all actions, and consents to any and all actions taken by the Company and the Participant's employer as may be required to allow the Company and the Participant's employer to comply with local laws, rules and regulations in the Participant's country of residence (and country of employment, if different). Finally, the Participant agrees to take any and all actions that may be required to comply with the Participant's personal legal and tax obligations under local laws, rules and regulations in the Participant's country of residence (and country of employment, if different).</p>
<b>EU Age Discrimination Rules</b>	<p>If the Participant is resident and/or employed in a country that is a member of the European Union, the grant of the Award and this Agreement are intended to comply with the age discrimination provisions of the EU Equal Treatment Framework Directive, as implemented into local law (the "Age Discrimination Rules"). To the extent that a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, under the Age Discrimination Rules, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.</p>
<b>Forfeiture of Award</b>	<p>Before accepting this Award, the Participant must disclose to the Company in writing all grants to the Participant of options, shares and other equity rights with respect to any Subsidiary of the Company ("Subsidiary Grants") that are still outstanding. Failure to disclose in writing the existence of any such outstanding Subsidiary Grants shall result in immediate cancellation and forfeiture of the Award set forth in this Agreement, unless the Administrator determines in its sole discretion that such failure was reasonable under the circumstances.</p>

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<b>Cancellation and Rescission for Prohibited Activity</b>	<p>Notwithstanding any other provision of the Plan or this Agreement, the Participant acknowledges and agrees that the Company may cancel, rescind, suspend, withhold, modify, amend or otherwise limit or restrict this Award (whether vested or not vested) at any time if the Participant is not in compliance with all applicable provisions of the Agreement and the Plan, or if the Participant engages in any "Prohibited Activity." For purposes of this Agreement, "Prohibited Activity" means: (i) any activity that would enable the Company (or any Subsidiary or Affiliate where the Participant is employed) to terminate the Participant's employment for cause (as defined in the Plan or any employment agreement or other plan or arrangement that covers the Participant); (ii) a material violation of any rule, policy or procedure of the Company (or any Subsidiary or Affiliate where the Participant is employed), including but not limited to the Code of Conduct of the Company (and any such Subsidiary or Affiliate); (iii) before a Change of Control, a failure to be in compliance with any share ownership objectives of the Company applicable to the Participant, or (iv) before a Change of Control, any other conduct or act that the Company determines is injurious, detrimental or prejudicial to any interest of the Company.</p> <p>The Participant agrees that the cancellation and rescission provisions of this Agreement are reasonable and agrees not to challenge the reasonableness of such provisions, even where forfeiture of this Agreement is the penalty for violation; provided that the Participant may challenge the reasonableness of any forfeiture that occurs after a Change of Control.</p>
<b>No Employment Rights</b>	<p>The grant of the Award shall not be interpreted to form an employment contract between the Participant and the Company or the Participant's employer.</p>
<b>Discretionary Nature of Award</b>	<p>The Participant acknowledges and agrees that the Plan is discretionary in nature and may be amended, cancelled or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive a grant of RSUs or any other forms of award permitted under the Plan or other benefits in lieu thereof in the future. Future grants, if any, will be at the sole discretion of the Company, including, but not limited to, the form and timing of any grant, the Number of RSUs granted and the vesting provisions. Any amendment, modification or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Participant's employment with the Participant's employer.</p>
<b>Extraordinary Benefit</b>	<p>The Participant's participation in the Plan is voluntary. The value of the Award and any other awards granted under the Plan is an extraordinary item of compensation outside the scope of the Participant's employment (and the Participant's employment contract, if any). Any grant under the Plan, including the grant of the Award, is not part of the Participant's normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, holiday pay, pension, or retirement benefits or similar payments.</p>
<b>Value of Benefit</b>	<p>The future value of the Award is unknown and cannot be predicted with certainty. The Company shall not be liable for any foreign exchange rate fluctuation, where applicable, between the Participant's local currency and the United States dollar that may affect the value of the Award or of any amounts due to the Participant pursuant to the settlement of the Award or the subsequent sale of any Shares acquired upon settlement.</p>
<b>No Public Offering</b>	<p>The grant of the Award is not intended to be a public offering of securities in the Participant's country of residence (and country of employment, if different). The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law). No employee of the Company or its Subsidiaries or Affiliates is permitted to advise the Participant on whether the Participant should acquire Shares under the Plan and provide the Participant with any legal, tax or financial advice with respect to the grant of the Award. The acquisition of Shares involves certain risks, and the Participant should carefully consider all risk factors and tax considerations relevant to the acquisition and disposition of Shares under the Plan. Further, the Participant should carefully review all of the materials related to the Award and the Plan, and the Participant should consult with the Participant's personal legal, tax and financial advisors for professional advice in relation to the Participant's personal circumstances.</p>
<b>Insider Trading Laws</b>	<p>By participating in the Plan, the Participant expressly agrees to comply with the Company's insider trading policies and any other of its policies regarding insider trading or personal account dealing applicable to the Participant. Further, the Participant expressly acknowledges and agrees that, depending on the country of residence of the Participant or the Participant's broker, or where Shares are listed, the Participant may be subject to insider trading restrictions and/or market abuse laws which may affect the Participant's ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares (e.g., Award) or rights linked to the value of Shares, during such times the Participant is considered to have "inside information" or similar types of information regarding the Company as defined by the laws or regulations in the applicable country. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant places before the Participant possessed such information. Furthermore, the Participant may be prohibited from (a) disclosing such information to any third party (other than on a "need to know" basis) and (b) "tipping" third parties or causing them otherwise to buy or sell securities (including other employees of the Company or any of its Subsidiaries or Affiliates). Any restriction under these laws or regulations is separate from and in addition to any restrictions that may be imposed under any applicable Company policies. The Participant expressly acknowledges and agrees that it is the Participant's responsibility to comply with any applicable restrictions, and the Participant should consult the Participant's personal advisor for additional information on any trading restrictions that may apply to the Participant.</p>

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<b>Recoupment</b>	Notwithstanding any other provision of this Agreement to the contrary, the Participant acknowledges and agrees that the Award, any Shares acquired pursuant thereto and/or any amount received with respect to any sale of such Shares are subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any recoupment policy the Company may establish or adopt ("Recoupment Policy") and as the Recoupment Policy may be amended from time to time. The Participant agrees and consents to the Company's application, implementation and enforcement of (a) the Recoupment Policy, and (b) any provision of applicable law relating to cancellation, recoupment, rescission or payback of compensation and expressly agrees that the Company may take such actions as are necessary to effectuate the Recoupment Policy (as applicable to the Participant) or applicable law without further consent or action being required by the Participant. For purposes of the foregoing, the Participant expressly and explicitly authorizes the Company to issue instructions, on the Participant's behalf, to any brokerage firm and/or third party administrator engaged by the Company to hold the Participant's Shares and other amounts acquired under the Plan to re-convey, transfer or otherwise return such Shares and/or other amounts to the Company. To the extent that the terms of this Agreement and the Recoupment Policy conflict, the terms of the Recoupment Policy shall prevail.
<b>English Language</b>	If the Participant is resident outside of the United States, the Participant acknowledges and agrees that it is the Participant's express intent that this Agreement, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award be drawn up in English. If the Participant receives this Agreement, the Plan or any other document related to the Award translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.
<b>Electronic Delivery</b>	The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to the Participant under the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

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<b>Data Privacy</b>	<p>The Company is located at 909 Third Avenue, New York, New York 10022, United States of America and grants Awards under the Plan to employees of the Company and its Subsidiaries and Affiliates in its sole discretion. In conjunction with the Company's grant of the Award under the Plan and its ongoing administration of such awards, the Company is providing the following information about its data collection, processing and transfer practices. In accepting the grant of the Awards, the Participant expressly and explicitly consents to the personal data activities as described herein.</p> <p>(a) <i>Data Collection, Processing and Usage.</i> The Company collects, processes and uses the Participant's personal data, including the Participant's name, home address, email address, telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all Awards or any other equity compensation awards granted, canceled, exercised, vested, or outstanding in the Participant's favor, which the Company receives from the Participant or the Participant's employer. In granting the Awards under the Plan, the Company will collect the Participant's personal data for purposes of allocating Shares in settlement of the Awards and implementing, administering and managing the Plan. The Company's legal basis for the collection, processing and usage of the Participant's personal data is the Participant's consent.</p> <p>(b) <i>Stock Plan Administration Service Provider.</i> The Company transfers the Participant's personal data to [UBS Financial Services, an independent service provider based in the United States of America], which assists the Company with the implementation, administration and management of the Plan (the "Stock Plan Administrator"). In the future, the Company may select a different Stock Plan Administrator and share the Participant's personal data with another company that serves in a similar manner. The Stock Plan Administrator will open an account for the Participant to receive and trade Shares acquired under the Plan. The Participant will be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, which is a condition to the Participant's ability to participate in the Plan</p> <p>(c) <i>International Data Transfers.</i> The Company and the Stock Plan Administrator are based in the United States of America. The Participant should note that the Participant's country of residence may have enacted data privacy laws that are different from the United States of America. The Company's legal basis for the transfer of the Participant's personal data to the United States of America is the Participant's consent.</p> <p>(d) <i>Voluntariness and Consequences of Consent Denial or Withdrawal.</i> The Participant's participation in the Plan and his or her grant of consent is purely voluntary. The Participant may deny or withdraw his or her consent at any time. If the Participant does not consent, or if the Participant later withdraws his or her consent, the Participant may be unable to participate in the Plan. This would not affect the Participant's existing employment or salary; instead, the Participant merely may forfeit the opportunities associated with the Plan.</p> <p>(e) <i>Data Subjects Rights.</i> The Participant may have a number of rights under the data privacy laws in the Participant's country of residence. For example, the Participant's rights may include the right to (i) request access or copies of personal data the Company processes, (ii) request rectification of incorrect data, (iii) request deletion of data, (iv) place restrictions on processing, (v) lodge complaints with competent authorities in the Participant's country of residence, and/or (vi) request a list with the names and addresses of any potential recipients of the Participant's personal data. To receive clarification regarding the Participant's rights or to exercise his or her rights, the Participant should contact the Participant's local HR manager.</p>
<b>Successors and Assigns</b>	<p>The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Participant and the Participant's beneficiaries, executors or administrators.</p>
<b>Addendum</b>	<p>Notwithstanding any provisions of this Agreement to the contrary, the Award shall be subject to any special terms and conditions for the Participant's country of residence (and country of employment, if different) set forth in an addendum to this Agreement (an "Addendum"). Further, if the Participant transfers the Participant's residence and/or employment to another country reflected in an Addendum to this Agreement at the time of transfer, the special terms and conditions for such country will apply to the Participant to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local law or to facilitate the operation and administration of the award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Participant's transfer). In all circumstances, any applicable Addendum shall constitute part of this Agreement.</p>
<b>Additional Requirements</b>	<p>The Company reserves the right to impose other requirements on the Award, any Shares acquired pursuant to the Award and the Participant's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local law or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring the Participant to sign any agreements or undertakings that may be necessary to accomplish the foregoing.</p>
<b>Severability</b>	<p>The invalidity or unenforceability of any provision of the Plan or this Agreement will not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement will be severable and enforceable to the extent permitted by law.</p>

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<b>Interpretation and Construction</b>	<p>This Agreement and the Plan shall be construed and interpreted by the Administrator, in its sole discretion. Any interpretation or other determination by the Administrator (including, but not limited to, correction of any defect or omission and reconciliation of any inconsistency in the Agreement or the Plan) shall be binding and conclusive.</p> <p>All determinations regarding enforcement, waiver or modification of the cancellation and rescission and other provisions of this Agreement (including the provisions relating to termination of service, death and Disability) shall be made in the Company's sole discretion. Determinations made under this Agreement and the Plan need not be uniform and may be made selectively among individuals, whether or not such individuals are similarly situated.</p>
<b>Entire Understanding</b>	<p>This Agreement, the award letter (if any) from the Company, the terms of the Plan and the restrictive covenant agreement attached hereto as Exhibit B constitute the entire understanding between the Participant and the Company and its Subsidiaries and Affiliates regarding this Award. Any prior agreements, commitments, or negotiations concerning this Award are superseded.</p>
<b>Participant's Acknowledgement and Agreement</b>	<p>By accepting the grant of the Award, the Participant acknowledges that the Participant has read this Agreement, the Addendum to this Agreement (as applicable), the Plan, and the restrictive covenant agreement and the Participant specifically accepts and agrees to the provisions therein.</p>



**THE INTERPUBLIC GROUP OF COMPANIES, INC. 2019 PERFORMANCE INCENTIVE PLAN**  
**PERFORMANCE SHARE AWARD AGREEMENT**

THE INTERPUBLIC GROUP OF COMPANIES, INC., a Delaware corporation (the "Company"), hereby grants to the Participant named below a Performance Share Award (the "Award") to be settled in shares of the Company's common stock (the "Shares"). The terms and conditions of the Award are set forth in this Award Agreement (the "Agreement") and The Interpublic Group of Companies, Inc. 2019 Performance Incentive Plan (the "Plan"), which is attached hereto as Exhibit A, and any applicable addendum to the Agreement (the "Addendum") which is attached hereto as Exhibit C.

<b>Date of Award</b>	<b>[DATE]</b>	<b>Participant's Name [NAME]</b>
<b>Target Number of Shares to be Awarded Upon Vesting</b>	<b>[X]</b>	
<b>Performance Period</b>	<b>[X] through [X]</b>	
<b>Vesting Date</b>	<p>Subject to the (i) terms of the Plan, (ii) the forfeiture, cancellation, and rescission provisions of this Agreement and (iii) the Participant's execution of the restrictive covenant agreement that is attached hereto as Exhibit B, the scheduled Vesting Date is as provided in the Participant's award letter, or such later date as specified in the following paragraph.</p> <p>Notwithstanding any other provision of this Agreement, if the audit of the Company's consolidated financial statements for the years included in the Performance Period (the "Audited Financials") has not been completed more than fifteen (15) days before the Vesting Date set forth above, the Vesting Date shall be delayed until the earlier of (i) the thirtieth (30th) day after the completion of the Audited Financials for the years included in the Performance Period or (ii) the date the Actual Shares Awarded (as defined below) are delivered. Except as otherwise provided in the Plan or this Agreement, any portion of this Award that is not vested on the date the Participant ceases to be an employee of the Company and its Subsidiaries and Affiliates shall be forfeited.</p>	
<b>Actual Shares Awarded</b>	<p>The "Actual Shares Awarded" (to the extent vested) shall be between 0 and 2 times the "Target Number of Shares to be Awarded Upon Vesting," as determined by the Administrator based on performance against financial metrics (the "Performance Objectives"). Although the Award is intended to be settled in Shares, the Actual Payment Amount may be paid in cash, shares, or a combination as prescribed in Section 7(b) of the Plan.</p>	
<b>Payment Date</b>	<p>The Award shall be settled during the calendar year prescribed by Section 7(b) of the Plan no later than the last day of the "applicable 2 ½ month period" as defined in Treas. Reg. Section 1.409A-1(b)(4)(i)(A), subject to the following:</p> <p style="padding-left: 40px;">If the Participant dies before the Vesting Date, within 90 days after the Participant's death; and  If the Participant's employment terminates within 24 months after a Change of Control (and before the Vesting Date), the Award shall be settled at the time prescribed by the Change of Control provisions of this Agreement.</p>	

The provisions of the Plan are incorporated herein by reference. All capitalized terms that are not defined in this Agreement have the meanings set forth in the Plan. Except as otherwise expressly provided in this Agreement, in case of any conflict between this Agreement and the Plan, the terms of the Plan shall control.

Please (i) review the rest of this Agreement, the Addendum, the Plan document and the restrictive covenant agreement attached hereto as Exhibit B, and (ii) execute this Agreement and Exhibit B by checking the box below.

By checking the box below, you are effectively executing and agree to be bound by the terms and conditions of (i) this Agreement (including the terms under "Forfeiture of Award" and "Cancellation and Rescission") and (ii) the restrictive covenant agreement attached hereto as Exhibit B.

**THE INTERPUBLIC GROUP OF COMPANIES, INC.**

*/s/ Kenneth Lareau*

Kenneth Lareau

SVP, Global Compensation and Benefits

**THE INTERPUBLIC GROUP OF COMPANIES, INC. 2019 PERFORMANCE INCENTIVE PLAN**  
**PERFORMANCE SHARE AWARD AGREEMENT**

The following terms and conditions supplement the terms of the Plan and govern the Performance Share Award:

**Achievement of Performance Objectives** Subject to the terms of the Plan, the Administrator shall have sole and exclusive discretion to determine whether and the extent to which the applicable Performance Objectives has been achieved, and the corresponding number of Actual Shares Awarded. Except in the case of death or a Change of Control, the Award shall not vest and no payment shall be made pursuant to this Award unless the Administrator has certified in writing that the Performance Objectives and all other material terms of the Award have been satisfied.

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**Tax Withholding** The Award is subject to withholding for taxes at the time and in the amount determined by the Company or the Participant's employer. Regardless of any action the Company or the Participant's employer takes with respect to any or all income tax (including U.S. federal, state and local taxes and/or non-U.S. taxes), social insurance, payroll tax, payment on account or other tax-related items resulting from the Award ("Tax-Related Items"), the Participant acknowledges that the ultimate liability for all Tax-Related Items legally due by the Participant is and remains the Participant's responsibility and may exceed the amount actually withheld by the Company or the Participant's employer. Neither the Company nor the Participant's employer: (a) make any representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including the grant of the Award, the vesting or settlement of the Award, the subsequent sale of any Shares acquired pursuant to the Award and the receipt of any dividends or dividend equivalents; or (b) commit to structure the terms of the grant or any aspect of the Award to reduce or eliminate the Participant's liability for Tax-Related Items.

Unless prohibited or problematic under applicable law or otherwise may trigger adverse consequences to the Company or the Participant's employer, the Participant may elect, via the Company's stock plan administrator, to pay any Tax-Related Items required to be withheld in connection with the Award via any of the following methods: (1) withholding a sufficient number of whole Shares from the Actual Shares Awarded to the Participant as a result of the vesting and settlement of the Award (or, in the case of an Award settled in cash, a portion of the sales proceeds) having a fair market value equal to the amount of Tax-Related Items to be withheld ("Share Withholding"); (2) selling a sufficient number of whole Shares from the Actual Shares Awarded to the Participant as a result of the vesting and settlement of the Award having a fair market value equal to the amount of Tax-Related Items to be withheld; or (3) selling all of the Actual Shares Awarded to the Participant as a result of the vesting and settlement of the Award, and withholding from the sale proceeds the amount of Tax-Related Items to be withheld, with the net proceeds disbursed to the Participant. Depending on the withholding method, the Company may withhold for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including maximum applicable rates. To the extent the Participant fails to elect one of the foregoing withholding methods within [30] days of the Date of Award, the Company (or the Participant's employer) shall satisfy any withholding obligation for Tax-Related Items via Share Withholding.

Notwithstanding the foregoing, if the Participant is subject to Section 16(b) of the Exchange Act, the Company will withhold using Share Withholding.

If the Participant relocates to another jurisdiction, the Participant is responsible for notifying the Company of such relocation and is responsible for compliance with all applicable tax requirements. If the Participant is subject to taxation in more than one jurisdiction, the Participant acknowledges that the Company or the Participant's employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction. By accepting this Award, the Participant expressly consents to the withholding methods as provided for hereunder. All other Tax-Related Items related to the Award and any Shares or cash delivered in settlement thereof are the Participant's sole responsibility. Neither the Company nor any of its Subsidiaries or Affiliates is responsible for any liability or penalty relating to taxes (including excise taxes) on compensation (including imputed compensation) or other income attributed to the Participant (or a Beneficiary) pursuant to this Agreement, whether as a result of the Participant failing to make timely payments of tax or otherwise.

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**Change of Control**

This Award shall not vest or become immediately payable merely upon the occurrence of a Change of Control. However, the following provisions shall apply if a Change of Control occurs before the Vesting Date:

(i) Upon the Change of Control, the number of Actual Shares Awarded shall be fixed at no less than the Target Number of Shares. Such Actual Shares Awarded shall continue to be conditioned on the Participant providing services to the Company or a Subsidiary or Affiliate through the Vesting Date (subject to the provisions of the Plan, this Agreement and the Addendum with respect to death and Disability, and paragraph (iii), below), and shall be paid during the calendar year prescribed by Section 7(b) of the Plan no later than the last day of the "applicable 2½-month period" as defined in Treas. Reg. § 1.409A-1(b)(4)(i)(A).

(ii) If as a result of the Change of Control the Company ceases to exist or the Shares are no longer traded on the New York Stock Exchange, the Actual Shares Awarded shall be converted into a cash amount equal to the value of the Actual Shares Awarded, based on the closing price of the Shares on the last day the Shares are traded on the New York Stock Exchange prior to the Change of Control. Such cash amount shall continue to be conditioned on the Participant providing services to the Company or a Subsidiary or Affiliate through the Vesting Date (subject to the provisions of the Plan, this Agreement and the Addendum with respect to death and Disability, and paragraph (iii), below), and shall be paid during the calendar year prescribed by Section 7(b) of the Plan no later than the last day of the "applicable 2½-month period" as defined in Treas. Reg. § 1.409A-1(b)(4)(i)(A).

(iii) If prior to the Vesting Date and within 24 months after the Change of Control, the Participant has a Termination of Employment either (1) by the Company (including its successor) or the Participant's employer without Cause or (2) if the Participant has "good reason" rights under the Company's Executive Severance Plan or an employment agreement, by the Participant for "good reason" (as defined in the applicable plan or agreement), then (A) this Award shall become immediately vested and payable to the Participant, and (B) the Payment Date shall occur within 30 days after the Participant's Termination of Employment (subject to the six-month delay rule set forth in Section 11(o)(2) of the Plan).

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**Death or Disability**

If the Participant terminates service due to Disability or death, the Participant shall vest in a portion of the Award as determined in accordance with the below if (and only if) Termination of Employment due to death or Disability occurs at least 12 months after the start of the Performance Period:

The vested portion of the Award shall be calculated by (i) multiplying the Target Number of Shares to be Awarded Upon Vesting by a fraction (not to exceed 1.0), the numerator of which is the Participant's number of completed months of service with the Company and its Subsidiaries or Affiliates from the Date of the Award to the Participant's Termination of Service, and the denominator of which is the number of months from the Date of the Award to the scheduled Vesting Date (such resulting amount, the "Reduced Target Number of Shares to be Awarded Upon Vesting"), and (ii) further adjusting the Reduced Target Number of Shares to be Awarded Upon Vesting up or down based on performance (as described in the following sentence) through the end of the Performance Period. In the case of death, performance will be based on actual performance through the date of death and estimated performance for the remainder of the Performance Period; in the case of Disability, performance will be based on actual performance through the end of the Performance Period.

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**Compliance with Local Laws**

Notwithstanding anything to the contrary contained in this Agreement, the Company may, in its sole discretion, settle the Award in the form of: (1) a cash payment to the extent settlement in Shares (a) is prohibited under local law, rules and regulations, (b) would require the Participant, the Company or the Participant's employer to obtain the approval of any governmental and/or regulatory body in the Participant's country of residence (and/or country of employment, if different), or (c) is administratively burdensome; or (2) Shares, but require the Participant to immediately sell such Shares (in which case, this Agreement shall give the Company the authority to issue sales instructions on behalf of the Participant).

If the Participant is a resident of or employed in a country other than the United States, the Participant agrees, as a condition of the Award, to repatriate all payments attributable to the Award in accordance with local foreign exchange rules and regulations in the Participant's country of residence (and country of employment, if different). In addition, the Participant agrees to take any and all actions, and consents to any and all actions taken by the Company and the Participant's employer as may be required to allow the Company and the Participant's employer to comply with local laws, rules and regulations in the Participant's country of residence (and country of employment, if different). Finally, the Participant agrees to take any and all actions that may be required to comply with the Participant's personal legal and tax obligations under local laws, rules and regulations in the Participant's country of residence (and country of employment, if different).

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**EU Age Discrimination Rules**

If the Participant is resident and/or employed in a country that is a member of the European Union, the grant of the Award and this Agreement are intended to comply with the age discrimination provisions of the EU Equal Treatment Framework Directive, as implemented into local law (the "Age Discrimination Rules"). To the extent that a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, under the Age Discrimination Rules, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.

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<b>Forfeiture of Award</b>	Before accepting this Award, the Participant must disclose to the Company in writing all grants to the Participant of options, shares and other equity rights with respect to any Subsidiary of the Company ("Subsidiary Grants") that are still outstanding. Failure to disclose in writing the existence of any such outstanding Subsidiary Grants shall result in immediate cancellation and forfeiture of the Award set forth in this Agreement, unless the Administrator determines in its sole discretion that such failure was reasonable under the circumstances.
<b>Cancellation and Rescission for Prohibited Activity</b>	<p>Notwithstanding any other provision of the Plan or this Agreement, the Participant acknowledges and agrees that the Company may cancel, rescind, suspend, withhold, modify, amend or otherwise limit or restrict this Award (whether vested or not vested) at any time if the Participant is not in compliance with all applicable provisions of the Agreement and the Plan, or if the Participant engages in any "Prohibited Activity." For purposes of this Agreement, "Prohibited Activity" means: (i) any activity that would enable the Company (or any Subsidiary or Affiliate where the Participant is employed) to terminate the Participant's employment for cause (as defined in the Plan or any employment agreement or other plan or arrangement that covers the Participant); (ii) a material violation of any rule, policy or procedure of the Company (or any Subsidiary or Affiliate where the Participant is employed), including but not limited to the Code of Conduct of the Company (and any such Subsidiary or Affiliate); (iii) before a Change of Control, a failure to be in compliance with any share ownership objectives of the Company applicable to the Participant, or (iv) before a Change of Control, any other conduct or act that the Company determines is injurious, detrimental or prejudicial to any interest of the Company.</p> <p>The Participant agrees that the cancellation and rescission provisions of this Agreement are reasonable and agrees not to challenge the reasonableness of such provisions, even where forfeiture of this Agreement is the penalty for violation; provided that the Participant may challenge the reasonableness of any forfeiture that occurs after a Change of Control.</p>
<b>No Employment Rights</b>	The grant of the Award shall not be interpreted to form an employment contract between the Participant and the Company or the Participant's employer.
<b>Discretionary Nature of Award</b>	The Participant acknowledges and agrees that the Plan is discretionary in nature and may be amended, cancelled or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive a grant of an Award or any other forms of award permitted under the Plan or other benefits in lieu thereof in the future. Future grants, if any, will be at the sole discretion of the Company, including, but not limited to, the form and timing of any grant, the number of Shares granted and the vesting provisions. Any amendment, modification or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Participant's employment with the Participant's employer.
<b>Extraordinary Benefit</b>	The Participant's participation in the Plan is voluntary. The value of the Award and any other awards granted under the Plan is an extraordinary item of compensation outside the scope of the Participant's employment (and the Participant's employment contract, if any). Any grant under the Plan, including the grant of the Award, is not part of the Participant's normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, holiday pay, pension, or retirement benefits or similar payments.
<b>Value of Benefit</b>	The future value of the Shares subject to this Award is unknown and cannot be predicted with certainty. The Company shall not be liable for any foreign exchange rate fluctuation, where applicable, between the Participant's local currency and the United States dollar that may affect the value of the Award or of any amounts due to the Participant pursuant to the settlement of the Award or the subsequent sale of any Shares acquired upon settlement
<b>No Public Offering</b>	The grant of the Award is not intended to be a public offering of securities in the Participant's country of residence (and country of employment, if different). The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law). No employee of the Company or its Subsidiaries or Affiliates is permitted to advise the Participant on whether the Participant should acquire Shares under the Plan and provide the Participant with any legal, tax or financial advice with respect to the grant of the Award. The acquisition of Shares involves certain risks, and the Participant should carefully consider all risk factors and tax considerations relevant to the acquisition and disposition of Shares under the Plan. Further, the Participant should carefully review all of the materials related to the Award and the Plan, and the Participant should consult with the Participant's personal legal, tax and financial advisors for professional advice in relation to the Participant's personal circumstances.

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**Insider Trading Laws** By participating in the Plan, the Participant expressly agrees to comply with the Company's insider trading policies and any other of its policies regarding insider trading or personal account dealing applicable to the Participant. Further, the Participant expressly acknowledges and agrees that, depending on the country of residence of the Participant or the Participant's broker, or where Shares are listed, the Participant may be subject to insider trading restrictions and/or market abuse laws which may affect the Participant's ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares (e.g., Award) or rights linked to the value of Shares, during such times the Participant is considered to have "inside information" or similar types of information regarding the Company as defined by the laws or regulations in the applicable country. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant places before the Participant possessed such information. Furthermore, the Participant may be prohibited from (a) disclosing such information to any third party (other than on a "need to know" basis) and (b) "tipping" third parties or causing them otherwise to buy or sell securities (including other employees of the Company or any of its Subsidiaries or Affiliates). Any restrictions under these laws or regulations is separate from and in addition to any restrictions that may be imposed under any applicable Company policies. The Participant expressly acknowledges and agrees that it is the Participant's responsibility to comply with any applicable restrictions, and the Participant should consult the Participant's personal advisor for additional information on any trading restrictions that may apply to the Participant.

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**Recoupment** Notwithstanding any other provision of this Agreement to the contrary, the Participant acknowledges and agrees that the Award, any Shares acquired pursuant thereto and/or any amount received with respect to any sale of such Shares are subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any recoupment policy the Company may establish or adopt ("Recoupment Policy") and as the Recoupment Policy may be amended from time to time. The Participant agrees and consents to the Company's application, implementation and enforcement of (a) the Recoupment Policy, and (b) any provision of applicable law relating to cancellation, recoupment, rescission or payback of compensation and expressly agrees that the Company may take such actions as are necessary to effectuate the Recoupment Policy (as applicable to the Participant) or applicable law without further consent or action being required by the Participant. For purposes of the foregoing, the Participant expressly and explicitly authorizes the Company to issue instructions, on the Participant's behalf, to any brokerage firm and/or third party administrator engaged by the Company to hold the Participant's Shares and other amounts acquired under the Plan to re-convey, transfer or otherwise return such Shares and/or other amounts to the Company. To the extent that the terms of this Agreement and the Recoupment Policy conflict, the terms of the Recoupment Policy shall prevail.

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**English Language** If the Participant is resident outside of the United States, the Participant acknowledges and agrees that it is the Participant's express intent that this Agreement, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award be drawn up in English. If the Participant receives this Agreement, the Plan or any other document related to the Award translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

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**Electronic Delivery** The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to the Participant under the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

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<b>Data Privacy</b>	<p>The Company is located at 909 Third Avenue, New York, New York 10022, United States of America and grants Awards under the Plan to employees of the Company and its Subsidiaries and Affiliates in its sole discretion. In conjunction with the Company's grant of the Award under the Plan and its ongoing administration of such awards, the Company is providing the following information about its data collection, processing and transfer practices. In accepting the grant of the Awards, the Participant expressly and explicitly consents to the personal data activities as described herein.</p> <p>(a) <i>Data Collection, Processing and Usage.</i> The Company collects, processes and uses the Participant's personal data, including the Participant's name, home address, email address, telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all Awards or any other equity compensation awards granted, canceled, exercised, vested, or outstanding in the Participant's favor, which the Company receives from the Participant or the Participant's employer. In granting the Awards under the Plan, the Company will collect the Participant's personal data for purposes of allocating Shares in settlement of the Awards and implementing, administering and managing the Plan. The Company's legal basis for the collection, processing and usage of the Participant's personal data is the Participant's consent.</p> <p>(b) <i>Stock Plan Administration Service Provider.</i> The Company transfers the Participant's personal data to [UBS Financial Services, an independent service provider based in the United States of America], which assists the Company with the implementation, administration and management of the Plan (the "Stock Plan Administrator"). In the future, the Company may select a different Stock Plan Administrator and share the Participant's personal data with another company that serves in a similar manner. The Stock Plan Administrator will open an account for the Participant to receive and trade Shares acquired under the Plan. The Participant will be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, which is a condition to the Participant's ability to participate in the Plan.</p> <p>(c) <i>International Data Transfers.</i> The Company and the Stock Plan Administrator are based in the United States of America. The Participant should note that the Participant's country of residence may have enacted data privacy laws that are different from the United States of America. The Company's legal basis for the transfer of the Participant's personal data to the United States of America is the Participant's consent.</p> <p>(d) <i>Voluntariness and Consequences of Consent Denial or Withdrawal.</i> The Participant's participation in the Plan and his or her grant of consent is purely voluntary. The Participant may deny or withdraw his or her consent at any time. If the Participant does not consent, or if the Participant later withdraws his or her consent, the Participant may be unable to participate in the Plan. This would not affect the Participant's existing employment or salary; instead, the Participant merely may forfeit the opportunities associated with the Plan.</p> <p>(e) <i>Data Subjects Rights.</i> The Participant may have a number of rights under the data privacy laws in the Participant's country of residence. For example, the Participant's rights may include the right to (i) request access or copies of personal data the Company processes, (ii) request rectification of incorrect data, (iii) request deletion of data, (iv) place restrictions on processing, (v) lodge complaints with competent authorities in the Participant's country of residence, and/or (vi) request a list with the names and addresses of any potential recipients of the Participant's personal data. To receive clarification regarding the Participant's rights or to exercise his or her rights, the Participant should contact the Participant's local HR manager.</p>
<b>Successors and Assigns</b>	<p>The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Participant and the Participant's beneficiaries, executors or administrators.</p>
<b>Addendum</b>	<p>Notwithstanding any provisions of this Agreement to the contrary, the Award shall be subject to any special terms and conditions for the Participant's country of residence (and country of employment, if different) set forth in an addendum to this Agreement (an "Addendum"). Further, if the Participant transfers the Participant's residence and/or employment to another country reflected in an Addendum to this Agreement at the time of transfer, the special terms and conditions for such country will apply to the Participant to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local law or to facilitate the operation and administration of the award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Participant's transfer). In all circumstances, any applicable Addendum shall constitute part of this Agreement.</p>
<b>Additional Requirements</b>	<p>The Company reserves the right to impose other requirements on the Award, any Shares acquired pursuant to the Award and the Participant's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local law or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring the Participant to sign any agreements or undertakings that may be necessary to accomplish the foregoing.</p>
<b>Severability</b>	<p>The invalidity or unenforceability of any provision of the Plan or this Agreement will not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement will be severable and enforceable to the extent permitted by law.</p>

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<b>Interpretation and Construction</b>	<p>This Agreement and the Plan shall be construed and interpreted by the Administrator, in its sole discretion. Any interpretation or other determination by the Administrator (including, but not limited to, correction of any defect or omission and reconciliation of any inconsistency in the Agreement or the Plan) shall be binding and conclusive.</p> <p>All determinations regarding enforcement, waiver or modification of the cancellation and rescission and other provisions of this Agreement (including the provisions relating to termination of service, death and Disability) shall be made in the Company's sole discretion. Determinations made under this Agreement and the Plan need not be uniform and may be made selectively among individuals, whether or not such individuals are similarly situated.</p>
<b>Entire Understanding</b>	<p>This Agreement, the award letter (if any) from the Company, the terms of the Plan and the restrictive covenant agreement attached hereto as Exhibit B constitute the entire understanding between the Participant and the Company and its Subsidiaries and Affiliates regarding this Award. Any prior agreements, commitments, or negotiations concerning this Award are superseded.</p>
<b>Participant's Acknowledgement and Agreement</b>	<p>By accepting the grant of the Award, the Participant acknowledges that the Participant has read this Agreement, the Addendum to this Agreement (as applicable), the Plan, and the restrictive covenant agreement and the Participant specifically accepts and agrees to the provisions therein.</p>

**THE INTERPUBLIC GROUP OF COMPANIES, INC. 2019 PERFORMANCE INCENTIVE PLAN  
PERFORMANCE SHARE AWARD AGREEMENT**

THE INTERPUBLIC GROUP OF COMPANIES, INC., a Delaware corporation (the "Company"), hereby grants to the Participant named below a Performance Share Award (the "Award") to be settled in shares of the Company's common stock (the "Shares"). The terms and conditions of the Award are set forth in this Award Agreement (the "Agreement") and The Interpublic Group of Companies, Inc. 2019 Performance Incentive Plan (the "Plan"), which is attached hereto as Exhibit A, and any applicable addendum to the Award Agreement (the "Addendum") which is attached hereto as Exhibit C.

<b>Date of Award</b>	[DATE]	<b>Participant's Name [NAME]</b>
<b>Target Number of Shares to be Awarded Upon Vesting</b>	[X]	
<b>Performance Period</b>	[X] through [X]	
<b>Vesting Date</b>	<p>Subject to the (i) terms of the Plan, (ii) the retirement, forfeiture, cancellation, and rescission provisions of this Agreement and (iii) the Participant's execution of the restrictive covenant agreement that is attached hereto as Exhibit B, the scheduled Vesting Date is as provided in the Participant's award letter, or such later date as specified in the following paragraph.</p> <p>Notwithstanding any other provision of this Agreement, if the audit of the Company's consolidated financial statements for the years included in the Performance Period (the "Audited Financials") has not been completed more than fifteen (15) days before the Vesting Date set forth above, the Vesting Date shall be delayed until the earlier of (i) the thirtieth (30th) day after the completion of the Audited Financials for the years included in the Performance Period or (ii) the date the Actual Shares Awarded (as defined below) are delivered. Except as otherwise provided in the Plan or this Agreement, any portion of this Award that is not vested on the date the Participant ceases to be an employee of the Company and its Subsidiaries and Affiliates shall be forfeited.</p>	
<b>Actual Shares Awarded</b>	<p>The "Actual Shares Awarded" (to the extent vested) shall be between 0 and 2 times the "Target Number of Shares to be Awarded Upon Vesting," as determined by the Administrator based on performance against financial metrics (the "Performance Objectives"). Although the Award is intended to be settled in Shares, the Actual Payment Amount may be paid in cash, shares, or a combination as prescribed in Section 7(b) of the Plan.</p>	
<b>Payment Date</b>	<p>The Award shall be settled during the calendar year in which the Vesting Date occurs, subject to the following:</p> <p style="padding-left: 40px;">If the Participant dies before the Vesting Date, within 90 days after the Participant's death; and If the Participant's employment terminates within 24 months after a Change of Control (and before the Vesting Date), the Award shall be settled at the time prescribed by the Change of Control provisions of this Agreement.</p>	

The provisions of the Plan are incorporated herein by reference. All capitalized terms that are not defined in this Agreement have the meanings set forth in the Plan. Except as otherwise expressly provided in this Agreement, in case of any conflict between this Agreement and the Plan, the terms of the Plan shall control.

Please (i) review the rest of this Agreement, the Addendum, the Plan document and the restrictive covenant agreement attached hereto as Exhibit B, and (ii) execute this Agreement and Exhibit B by checking the box below.

By checking the box below, you are effectively executing and agree to be bound by the terms and conditions of (i) this Agreement (including the terms under "Forfeiture of Award" and "Cancellation and Rescission") and (ii) the restrictive covenant agreement attached hereto as Exhibit B.

THE INTERPUBLIC GROUP OF COMPANIES, INC.  
/s/ Kenneth Lareau  
Kenneth Lareau  
SVP, Global Compensation and Benefits



**THE INTERPUBLIC GROUP OF COMPANIES, INC. 2019 PERFORMANCE INCENTIVE PLAN**  
**PERFORMANCE SHARE AWARD AGREEMENT**

The following terms and conditions supplement the terms of the Plan and govern the Performance Share Award:

<b>Achievement of Performance Objectives</b>	Subject to the terms of the Plan, the Administrator shall have sole and exclusive discretion to determine whether and the extent to which the applicable Performance Objectives has been achieved, and the corresponding number of Actual Shares Awarded. Except in the case of death or a Change of Control, the Award shall not vest and no payment shall be made pursuant to this Award unless the Administrator has certified in writing that the Performance Objectives and all other material terms of the Award have been satisfied.
<b>Tax Withholding</b>	<p>The Award is subject to withholding for taxes at the time and in the amount determined by the Company or the Participant's employer. Regardless of any action the Company or the Participant's employer takes with respect to any or all income tax (including U.S. federal, state and local taxes and/or non-U.S. taxes), social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), the Participant acknowledges that the ultimate liability for all Tax-Related Items legally due by the Participant is and remains the Participant's responsibility. Neither the Company nor the Participant's employer: (a) make any representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including the grant of the Award, the vesting or settlement of the Award, the subsequent sale of any Shares acquired pursuant to the Award and the receipt of any dividends or dividend equivalents; or (b) commit to structure the terms of the grant or any aspect of the Award to reduce or eliminate the Participant's liability for Tax-Related Items.</p> <p>Unless prohibited or problematic under applicable law or otherwise may trigger adverse consequences to the Company or the Participant's employer, the Participant may elect, via the Company's stock plan administrator, to pay any Tax-Related Items required to be withheld in connection with the Award via any of the following methods: (1) withholding a sufficient number of whole Shares from the Actual Shares Awarded to the Participant as a result of the vesting and settlement of the Award (or, in the case of an Award settled in cash, a portion of the sales proceeds) having a fair market value equal to the amount of Tax-Related Items to be withheld ("Share Withholding"); (2) selling a sufficient number of whole Shares from the Actual Shares Awarded to the Participant as a result of the vesting and settlement of the Award having a fair market value equal to the amount of Tax-Related Items to be withheld; or (3) selling all of the Actual Shares Awarded to the Participant as a result of the vesting and settlement of the Award, and withholding from the sale proceeds the amount of Tax-Related Items to be withheld, with the net proceeds disbursed to the Participant. Depending on the withholding method, the Company may withhold for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including maximum applicable rates. To the extent the Participant fails to elect one of the foregoing withholding methods within [30] days of the Date of Award, the Company (or the Participant's employer) shall satisfy any withholding obligation for Tax-Related Items via Share Withholding.</p> <p>Notwithstanding the foregoing, if the Participant is subject to Section 16(b) of the Exchange Act, the Company will withhold using Share Withholding.</p> <p>If the Participant relocates to another jurisdiction, the Participant is responsible for notifying the Company of such relocation and is responsible for compliance with all applicable tax requirements. If the Participant is subject to taxation in more than one jurisdiction, the Participant acknowledges that the Company or the Participant's employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction. By accepting this Award, the Participant expressly consents to the withholding methods as provided for hereunder. All other Tax-Related Items related to the Award and any Shares or cash delivered in settlement thereof are the Participant's sole responsibility. Neither the Company nor any of its Subsidiaries or Affiliates is responsible for any liability or penalty relating to taxes (including excise taxes) on compensation (including imputed compensation) or other income attributed to the Participant (or a Beneficiary) pursuant to this Agreement, whether as a result of the Participant failing to make timely payments of tax or otherwise.</p>

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**Change of Control**

This Award shall not vest or become immediately payable merely upon the occurrence of a Change of Control. However, the following provisions shall apply if a Change of Control occurs before the Vesting Date:

(i) Upon the Change of Control, the number of Actual Shares Awarded shall be fixed at no less than the Target Number of Shares. Such Actual Shares Awarded shall continue to be conditioned on the Participant providing services to the Company or a Subsidiary or Affiliate through the Vesting Date (subject to the provisions of the Plan, this Agreement and the Addendum with respect to Retirement, death and Disability, and paragraph (iii), below), and shall be paid at the time prescribed by this Agreement.

(ii) If as a result of the Change of Control the Company ceases to exist or the Shares are no longer traded on the New York Stock Exchange, the Actual Shares Awarded shall be converted into a cash amount equal to the value of the Actual Shares Awarded, based on the closing price of the Shares on the last day the Shares are traded on the New York Stock Exchange prior to the Change of Control. Such cash amount shall continue to be conditioned on the Participant providing services to the Company or a Subsidiary or Affiliate through the Vesting Date (subject to the provisions of the Plan, this Agreement and the Addendum with respect to Retirement, death and Disability, and paragraph (iii), below), and shall be paid at the time prescribed by this Agreement.

(iii) If prior to the Vesting Date and within 24 months after the Change of Control, the Participant has a Termination of Employment either (1) by the Company (including its successor) or the Participant's employer without Cause or (2) if the Participant has "good reason" rights under the Company's Executive Severance Plan or an employment agreement, by the Participant for "good reason" (as defined in the applicable plan or agreement), then (A) this Award shall become immediately vested and payable to the Participant, and (B) the Payment Date shall occur within 30 days after the Participant's Termination of Employment (subject to the six-month delay rule set forth in Section 11(o)(2) of the Plan).

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**Retirement**

If the Participant terminates service due to Retirement (as defined below) prior to the Vesting Date, the Participant shall vest in a portion of the Award. Such portion shall be calculated by (i) multiplying the Target Number of Shares to be Awarded Upon Vesting by a fraction (not to exceed 1.0), the numerator of which is the Participant's number of completed months of service with the Company, its Subsidiaries or Affiliates from the Date of the Award to the Participant's Termination of Service, and the denominator of which is the number of months from the Date of the Award to the scheduled Vesting Date (such resulting amount, the "Reduced Target Number of Shares to be Awarded Upon Vesting"), and (ii) further adjusting the Reduced Target Number of Shares to be Awarded Upon Vesting up or down based on actual performance through the end of the Performance Period. Such vested portion shall be paid on the Payment Date prescribed by this Agreement, and any portion of the Award that is not vested shall be forfeited without consideration.

For purposes of this Agreement, "Retirement" means a voluntary Termination of Service with the Company's approval after the Participant has attained age 55 and ten (10) years of matching contribution service under the Interpublic Group of Companies, Inc. Savings Plan (or, if the Participant is not eligible to participate in the Interpublic Group of Companies, Inc. Savings Plan, vesting service under the Participant's employer's 401(k) plan).

For purposes of this Agreement, "Termination of Service" means the date the Participant ceases to provide material services to the Company and its Affiliates and Subsidiaries, which includes service as an employee, board member or consultant, as determined by the Company in its sole discretion.

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**Death or Disability**

If the Participant terminates service due to Disability or death, the Participant shall vest in a portion of the Award as determined in accordance with the below if (and only if) Termination of Employment due to death or Disability occurs at least 12 months after the start of the Performance Period:

The vested portion of the Award shall be calculated by (i) multiplying the Target Number of Shares to be Awarded Upon Vesting by a fraction (not to exceed 1.0), the numerator of which is the Participant's number of completed months of service with the Company and its Subsidiaries or Affiliates from the Date of the Award to the Participant's Termination of Service, and the denominator of which is the number of months from the Date of the Award to the scheduled Vesting Date (such resulting amount, the "Reduced Target Number of Shares to be Awarded Upon Vesting"), and (ii) further adjusting the Reduced Target Number of Shares to be Awarded Upon Vesting up or down based on performance (as described in the following sentence) through the end of the Performance Period. In the case of death, performance will be based on actual performance through the date of death and estimated performance for the remainder of the Performance Period; in the case of Disability, performance will be based on actual performance through the end of the Performance Period.

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<b>Compliance with Local Laws</b>	<p>Notwithstanding anything to the contrary contained in this Agreement, the Company may, in its sole discretion, settle the Award in the form of: (1) a cash payment to the extent settlement in Shares (a) is prohibited under local law, rules and regulations, (b) would require the Participant, the Company or the Participant's employer to obtain the approval of any governmental and/or regulatory body in the Participant's country of residence (and/or country of employment, if different), or (c) is administratively burdensome; or (2) Shares, but require the Participant to immediately sell such Shares (in which case, this Agreement shall give the Company the authority to issue sales instructions on behalf of the Participant).</p> <p>If the Participant is a resident of or employed in a country other than the United States, the Participant agrees, as a condition of the Award, to repatriate all payments attributable to the Award in accordance with local foreign exchange rules and regulations in the Participant's country of residence (and country of employment, if different). In addition, the Participant agrees to take any and all actions, and consents to any and all actions taken by the Company and the Participant's employer as may be required to allow the Company and the Participant's employer to comply with local laws, rules and regulations in the Participant's country of residence (and country of employment, if different). Finally, the Participant agrees to take any and all actions that may be required to comply with the Participant's personal legal and tax obligations under local laws, rules and regulations in the Participant's country of residence (and country of employment, if different).</p>
<b>EU Age Discrimination Rules</b>	<p>If the Participant is resident and/or employed in a country that is a member of the European Union, the grant of the Award and this Agreement are intended to comply with the age discrimination provisions of the EU Equal Treatment Framework Directive, as implemented into local law (the "Age Discrimination Rules"). To the extent that a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, under the Age Discrimination Rules, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.</p>
<b>Forfeiture of Award</b>	<p>Before accepting this Award, the Participant must disclose to the Company in writing all grants to the Participant of options, shares and other equity rights with respect to any Subsidiary of the Company ("Subsidiary Grants") that are still outstanding. Failure to disclose in writing the existence of any such outstanding Subsidiary Grants shall result in immediate cancellation and forfeiture of the Award set forth in this Agreement, unless the Administrator determines in its sole discretion that such failure was reasonable under the circumstances.</p>
<b>Cancellation and Rescission for Prohibited Activity</b>	<p>Notwithstanding any other provision of the Plan or this Agreement, the Participant acknowledges and agrees that the Company may cancel, rescind, suspend, withhold, modify, amend or otherwise limit or restrict this Award (whether vested or not vested) at any time if the Participant is not in compliance with all applicable provisions of the Agreement and the Plan, or if the Participant engages in any "Prohibited Activity." For purposes of this Agreement, "Prohibited Activity" means: (i) any activity that would enable the Company (or any Subsidiary or Affiliate where the Participant is employed) to terminate the Participant's employment for cause (as defined in the Plan or any employment agreement or other plan or arrangement that covers the Participant); (ii) a material violation of any rule, policy or procedure of the Company (or any Subsidiary or Affiliate where the Participant is employed), including but not limited to the Code of Conduct of the Company (and any such Subsidiary or Affiliate); (iii) before a Change of Control, a failure to be in compliance with any share ownership objectives of the Company applicable to the Participant, or (iv) before a Change of Control, any other conduct or act that the Company determines is injurious, detrimental or prejudicial to any interest of the Company.</p> <p>The Participant agrees that the cancellation and rescission provisions of this Agreement are reasonable and agrees not to challenge the reasonableness of such provisions, even where forfeiture of this Agreement is the penalty for violation; provided that the Participant may challenge the reasonableness of any forfeiture that occurs after a Change of Control.</p>
<b>No Employment Rights</b>	<p>The grant of the Award shall not be interpreted to form an employment contract between the Participant and the Company or the Participant's employer.</p>
<b>Discretionary Nature of Award</b>	<p>The Participant acknowledges and agrees that the Plan is discretionary in nature and may be amended, cancelled or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive a grant of an Award or any other forms of award permitted under the Plan or other benefits in lieu thereof in the future. Future grants, if any, will be at the sole discretion of the Company, including, but not limited to, the form and timing of any grant, the number of Shares granted and the vesting provisions. Any amendment, modification or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Participant's employment with the Participant's employer.</p>
<b>Extraordinary Benefit</b>	<p>The Participant's participation in the Plan is voluntary. The value of the Award and any other awards granted under the Plan is an extraordinary item of compensation outside the scope of the Participant's employment (and the Participant's employment contract, if any). Any grant under the Plan, including the grant of the Award, is not part of the Participant's normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, holiday pay, pension, or retirement benefits or similar payments.</p>

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<b>Value of Benefit</b>	The future value of the Shares subject to this Award is unknown and cannot be predicted with certainty. The Company shall not be liable for any foreign exchange rate fluctuation, where applicable, between the Participant's local currency and the United States dollar that may affect the value of the Award or of any amounts due to the Participant pursuant to the settlement of the Award or the subsequent sale of any Shares acquired upon settlement
<b>No Public Offering</b>	The grant of the Award is not intended to be a public offering of securities in the Participant's country of residence (and country of employment, if different). The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law). No employee of the Company or its Subsidiaries or Affiliates is permitted to advise the Participant on whether the Participant should acquire Shares under the Plan and provide the Participant with any legal, tax or financial advice with respect to the grant of the Award. The acquisition of Shares involves certain risks, and the Participant should carefully consider all risk factors and tax considerations relevant to the acquisition and disposition of Shares under the Plan. Further, the Participant should carefully review all of the materials related to the Award and the Plan, and the Participant should consult with the Participant's personal legal, tax and financial advisors for professional advice in relation to the Participant's personal circumstances.
<b>Insider Trading Laws</b>	By participating in the Plan, the Participant expressly agrees to comply with the Company's insider trading policies and any other of its policies regarding insider trading or personal account dealing applicable to the Participant. Further, the Participant expressly acknowledges and agrees that, depending on the country of residence of the Participant or the Participant's broker, or where Shares are listed, the Participant may be subject to insider trading restrictions and/or market abuse laws which may affect the Participant's ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares (e.g., Award) or rights linked to the value of Shares, during such times the Participant is considered to have "inside information" or similar types of information regarding the Company as defined by the laws or regulations in the applicable country. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant places before the Participant possessed such information. Furthermore, the Participant may be prohibited from (a) disclosing such information to any third party (other than on a "need to know" basis) and (b) "tipping" third parties or causing them otherwise to buy or sell securities (including other employees of the Company or any of its Subsidiaries or Affiliates). Any restriction under these laws or regulations is separate from and in addition to any restrictions that may be imposed under any applicable Company policies. The Participant expressly acknowledges and agrees that it is the Participant's responsibility to comply with any applicable restrictions, and the Participant should consult the Participant's personal advisor for additional information on any trading restrictions that may apply to the Participant.
<b>Recoupment</b>	Notwithstanding any other provision of this Agreement to the contrary, the Participant acknowledges and agrees that the Award, any Shares acquired pursuant thereto and/or any amount received with respect to any sale of such Shares are subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any recoupment policy the Company may establish or adopt ("Recoupment Policy") and as the Recoupment Policy may be amended from time to time. The Participant agrees and consents to the Company's application, implementation and enforcement of (a) the Recoupment Policy, and (b) any provision of applicable law relating to cancellation, recoupment, rescission or payback of compensation and expressly agrees that the Company may take such actions as are necessary to effectuate the Recoupment Policy (as applicable to the Participant) or applicable law without further consent or action being required by the Participant. For purposes of the foregoing, the Participant expressly and explicitly authorizes the Company to issue instructions, on the Participant's behalf, to any brokerage firm and/or third party administrator engaged by the Company to hold the Participant's Shares and other amounts acquired under the Plan to re-convey, transfer or otherwise return such Shares and/or other amounts to the Company. To the extent that the terms of this Agreement and the Recoupment Policy conflict, the terms of the Recoupment Policy shall prevail.
<b>English Language</b>	If the Participant is resident outside of the United States, the Participant acknowledges and agrees that it is the Participant's express intent that this Agreement, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award be drawn up in English. If the Participant receives this Agreement, the Plan or any other document related to the Award translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.
<b>Electronic Delivery</b>	The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to the Participant under the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

<b>Data Privacy</b>	<p>The Company is located at 909 Third Avenue, New York, New York 10022, United States of America and grants Awards under the Plan to employees of the Company and its Subsidiaries and Affiliates in its sole discretion. In conjunction with the Company's grant of the Award under the Plan and its ongoing administration of such awards, the Company is providing the following information about its data collection, processing and transfer practices. In accepting the grant of the Awards, the Participant expressly and explicitly consents to the personal data activities as described herein.</p> <p>(a) <i>Data Collection, Processing and Usage.</i> The Company collects, processes and uses the Participant's personal data, including the Participant's name, home address, email address, telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all Awards or any other equity compensation awards granted, canceled, exercised, vested, or outstanding in the Participant's favor, which the Company receives from the Participant or the Participant's employer. In granting the Awards under the Plan, the Company will collect the Participant's personal data for purposes of allocating Shares in settlement of the Awards and implementing, administering and managing the Plan. The Company's legal basis for the collection, processing and usage of the Participant's personal data is the Participant's consent.</p> <p>(b) <i>Stock Plan Administration Service Provider.</i> The Company transfers the Participant's personal data to [UBS Financial Services, an independent service provider based in the United States of America], which assists the Company with the implementation, administration and management of the Plan (the "Stock Plan Administrator"). In the future, the Company may select a different Stock Plan Administrator and share the Participant's personal data with another company that serves in a similar manner. The Stock Plan Administrator will open an account for the Participant to receive and trade Shares acquired under the Plan. The Participant will be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, which is a condition to the Participant's ability to participate in the Plan.</p> <p>(c) <i>International Data Transfers.</i> The Company and the Stock Plan Administrator are based in the United States of America. The Participant should note that the Participant's country of residence may have enacted data privacy laws that are different from the United States of America. The Company's legal basis for the transfer of the Participant's personal data to the United States of America is the Participant's consent.</p> <p>(d) <i>Voluntariness and Consequences of Consent Denial or Withdrawal.</i> The Participant's participation in the Plan and his or her grant of consent is purely voluntary. The Participant may deny or withdraw his or her consent at any time. If the Participant does not consent, or if the Participant later withdraws his or her consent, the Participant may be unable to participate in the Plan. This would not affect the Participant's existing employment or salary; instead, the Participant merely may forfeit the opportunities associated with the Plan.</p> <p>(e) <i>Data Subjects Rights.</i> The Participant may have a number of rights under the data privacy laws in the Participant's country of residence. For example, the Participant's rights may include the right to (i) request access or copies of personal data the Company processes, (ii) request rectification of incorrect data, (iii) request deletion of data, (iv) place restrictions on processing, (v) lodge complaints with competent authorities in the Participant's country of residence, and/or (vi) request a list with the names and addresses of any potential recipients of the Participant's personal data. To receive clarification regarding the Participant's rights or to exercise his or her rights, the Participant should contact the Participant's local HR manager.</p>
<b>Successors and Assigns</b>	<p>The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Participant and the Participant's beneficiaries, executors or administrators.</p>
<b>Addendum</b>	<p>Notwithstanding any provisions of this Agreement to the contrary, the Award shall be subject to any special terms and conditions for the Participant's country of residence (and country of employment, if different) set forth in an addendum to this Agreement (an "Addendum"). Further, if the Participant transfers the Participant's residence and/or employment to another country reflected in an Addendum to this Agreement at the time of transfer, the special terms and conditions for such country will apply to the Participant to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local law or to facilitate the operation and administration of the award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Participant's transfer). In all circumstances, any applicable Addendum shall constitute part of this Agreement.</p>
<b>Additional Requirements</b>	<p>The Company reserves the right to impose other requirements on the Award, any Shares acquired pursuant to the Award and the Participant's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local law or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring the Participant to sign any agreements or undertakings that may be necessary to accomplish the foregoing.</p>

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<b>Severability</b>	The invalidity or unenforceability of any provision of the Plan or this Agreement will not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement will be severable and enforceable to the extent permitted by law.
<b>Interpretation and Construction</b>	<p>This Agreement and the Plan shall be construed and interpreted by the Administrator, in its sole discretion. Any interpretation or other determination by the Administrator (including, but not limited to, correction of any defect or omission and reconciliation of any inconsistency in the Agreement or the Plan) shall be binding and conclusive.</p> <p>All determinations regarding enforcement, waiver or modification of the cancellation and rescission and other provisions of this Agreement (including the provisions relating to termination of service, death and Disability) shall be made in the Company's sole discretion. Determinations made under this Agreement and the Plan need not be uniform and may be made selectively among individuals, whether or not such individuals are similarly situated.</p>
<b>Entire Understanding</b>	This Agreement, the award letter (if any) from the Company, the terms of the Plan and the restrictive covenant agreement attached hereto as Exhibit B constitute the entire understanding between the Participant and the Company and its Subsidiaries and Affiliates regarding this Award. Any prior agreements, commitments, or negotiations concerning this Award are superseded.
<b>Participant's Acknowledgement and Agreement</b>	By accepting the grant of the Award, the Participant acknowledges that the Participant has read this Agreement, the Addendum to this Agreement (as applicable), the Plan, and the restrictive covenant agreement and the Participant specifically accepts and agrees to the provisions therein.

**THE INTERPUBLIC GROUP OF COMPANIES, INC. 2019 PERFORMANCE INCENTIVE PLAN  
PERFORMANCE CASH AWARD AGREEMENT**

THE INTERPUBLIC GROUP OF COMPANIES, INC., a Delaware corporation (the "Company"), hereby grants to the Participant named below a Performance Cash Award (the "Performance Cash Award") to be settled in cash. The terms and conditions of the Performance Cash Award are set forth in this Award Agreement (the "Agreement") and The Interpublic Group of Companies, Inc. 2019 Performance Incentive Plan (the "Plan"), which is attached hereto as Exhibit A, and any applicable addendum to the Award Agreement (the "Addendum") which is attached hereto as Exhibit C.

<b>Date of Award</b>	[DATE]	<b>Participant's Name</b>	[NAME]
<b>Target Amount to be Paid Upon Vesting</b>	[X]		
<b>Performance Period</b>	[X] through [X]		
<b>Vesting Date</b>	<p>Subject to the (i) terms of the Plan, (ii) the forfeiture, cancellation, and rescission provisions of this Agreement and (iii) the Participant's execution of the restrictive covenant agreement that is attached hereto as Exhibit B, the scheduled Vesting Date is as provided in the Participant's award letter, or such later date as specified in the following paragraph.</p> <p>Notwithstanding any other provision of this Agreement, if the audit of the Company's consolidated financial statements for the years included in the Performance Period (the "Audited Financials") has not been completed more than fifteen (15) days before the Vesting Date set forth above, the Vesting Date shall be delayed until the earlier of (i) the thirtieth (30th) day after the completion of the Audited Financials for the years included in the Performance Period or (ii) the date the Actual Payment Amount (as defined below) is paid. Except as otherwise provided in the Plan or this Agreement, any portion of this Performance Cash Award that is not vested on the date the Participant ceases to be an employee of the Company and its Subsidiaries and Affiliates shall be forfeited.</p>		
<b>Actual Payment Amount</b>	The "Actual Payment Amount" (to the extent vested) shall be between 0 and 3 times the "Target Amount to be Paid Upon Vesting," as determined by the Administrator based on performance against financial metrics (the "Performance Objectives").		
<b>Payment Date</b>	<p>The Award shall be paid during the calendar year prescribed by Section 8(b) of the Plan no later than the last day of the "applicable 2 ½ month period" as defined in Treas. Reg. Section 1.409A-1(b)(4)(i)(A), subject to the following:</p> <p style="padding-left: 40px;">If the Participant dies before the Vesting Date, within 90 days after the Participant's death; and If the Participant's employment terminates within 24 months after a Change of Control (and before the Vesting Date), the Award shall be paid at the time prescribed by the Change of Control provisions of this Agreement.</p>		

The provisions of the Plan are incorporated herein by reference. All capitalized terms that are not defined in this Agreement have the meanings set forth in the Plan. Except as otherwise expressly provided in this Agreement, in case of any conflict between this Agreement and the Plan, the terms of the Plan shall control.

Please (i) review the rest of this Agreement, the Addendum, the Plan document and the restrictive covenant agreement attached hereto as Exhibit B, and (ii) execute this Agreement and Exhibit B by clicking "Accept" below.

By clicking "Accept" below, you are effectively executing and agree to be bound by the terms and conditions of (i) this Agreement (including the terms under "Forfeiture of Award" and "Cancellation and Rescission") and (ii) the restrictive covenant agreement attached hereto as Exhibit B.

**THE INTERPUBLIC GROUP OF COMPANIES, INC.**

*/s/ Kenneth Lareau*

Kenneth Lareau

SVP, Global Compensation and Benefits

**THE INTERPUBLIC GROUP OF COMPANIES, INC. 2019 PERFORMANCE INCENTIVE PLAN**  
**PERFORMANCE CASH AWARD AGREEMENT**

The following terms and conditions supplement the terms of the Plan and govern the Performance Cash Award:

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<b>Achievement of Performance Objectives</b>	Subject to the terms of the Plan, the Administrator shall have sole and exclusive discretion to determine whether and the extent to which the applicable Performance Objectives has been achieved, and the corresponding amount that is payable pursuant to this Performance Cash Award. Except in the case of death or a Change of Control, the Performance Cash Award shall not vest and no payment shall be made pursuant to this Performance Cash Award unless the Administrator has certified in writing that the Performance Objectives and all other material terms of the Performance Cash Award have been satisfied.
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<b>Tax Withholding</b>	The Award is subject to withholding for taxes at the time and in the amount determined by the Company or the Participant's employer. Regardless of any action the Company or the Participant's employer takes with respect to any or all income tax (including U.S. federal, state and local taxes and/or non-U.S. taxes), social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), the Participant acknowledges that the ultimate liability for all Tax-Related Items legally due by the Participant is and remains the Participant's responsibility. Neither the Company nor the Participant's employer: (a) make any representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Performance Cash Award, including the grant of the Performance Cash Award, and the vesting or settlement of the Performance Cash Award; or (b) commit to structure the terms of the grant or any aspect of the Performance Cash Award to reduce or eliminate the Participant's liability for Tax-Related Items.
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If the Participant's country of residence (and/or country of employment, if different) requires withholding of Tax-Related Items, the Company may withhold a sufficient portion of the Actual Payment Amount equal to the amount of Tax-Related Items required to be withheld. If the Participant relocates to another jurisdiction, the Participant is responsible for notifying the Company of such relocation and is responsible for compliance with all applicable tax requirements. If the Participant is subject to taxation in more than one jurisdiction, the Participant acknowledges that the Company or the Participant's employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction. By accepting this Performance Cash Award, the Participant expressly consents to the withholding methods as provided for hereunder. All other Tax-Related Items related to the Performance Cash Award and amounts delivered in settlement thereof are the Participant's sole responsibility. Neither the Company nor any of its Subsidiaries or Affiliates is responsible for any liability or penalty relating to taxes (including excise taxes) on compensation (including imputed compensation) or other income attributed to the Participant (or a Beneficiary) pursuant to this Agreement, whether as a result of the Participant failing to make timely payments of tax or otherwise.

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<b>Change of Control</b>	This Performance Cash Award shall not vest or become immediately payable merely upon the occurrence of a Change of Control. However, the following provisions shall apply if a Change of Control occurs before the Vesting Date:
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(i) Upon the Change of Control, the Actual Payment Amount shall be fixed at no less than the Target Amount to be Paid Upon Vesting. Such Actual Payment Amount shall continue to be conditioned on the Participant providing services to the Company or a Subsidiary or Affiliate through the Vesting Date (subject to the provisions of the Plan, this Agreement and the Addendum with respect to death and Disability, and paragraph (ii), below), and shall be paid during the calendar year prescribed by Section 8(b) of the Plan no later than the last day of the "applicable 2½-month period" as defined in Treas. Reg. § 1.409A-1(b)(4)(i)(A).

(ii) If prior to the Vesting Date and within 24 months after the Change of Control, the Participant has a Termination of Employment either (1) by the Company (including its successor) or the Participant's employer without Cause or (2) if the Participant has "good reason" rights under the Company's Executive Severance Plan or an employment agreement, by the Participant for "good reason" (as defined in the applicable plan or agreement), then (A) this Award shall become immediately vested and payable to the Participant, and (B) the Payment Date shall occur within 30 days after the Participant's Termination of Employment (subject to the six-month delay rule set forth in Section 11(o)(2) of the Plan).

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<b>Death or Disability</b>	If the Participant terminates service due to Disability or death, the Participant shall vest in a portion of the Award as determined in accordance with the below if (and only if) Termination of Employment due to death or Disability occurs at least 12 months after the start of the Performance Period:
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The vested portion of the Award shall be calculated by (i) multiplying the Target Amount to be Paid Upon Vesting by a fraction (not to exceed 1.0), the numerator of which is the Participant's number of completed months of service with the Company and its Subsidiaries or Affiliates from the Date of the Award to the Participant's Termination of Service, and the denominator of which is the number of months from the Date of the Award to the scheduled Vesting Date (such resulting amount, the "Reduced Target Amount to be Paid Upon Vesting"), and (ii) further adjusting the Reduced Target Amount to be Paid Upon Vesting up or down based on performance (as described in the following sentence) through the end of the Performance Period. In the case of death, performance will be based on actual performance through the date of death and estimated performance for the remainder of the Performance Period; in the case of Disability, performance will be based on actual performance through the end of the Performance Period.

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<b>Compliance with Local Laws</b>	If the Participant is a resident of or employed in a country other than the United States, the Participant agrees, as a condition of the Performance Cash Award, to repatriate all payments attributable to the Performance Cash Award in accordance with local foreign exchange rules and regulations in the Participant's country of residence (and country of employment, if different). In addition, the Participant agrees to take any and all actions, and consents to any and all actions taken by the Company and the Participant's employer as may be required to allow the Company and the Participant's employer to comply with local laws, rules and regulations in the Participant's country of residence (and country of employment, if different). Finally, the Participant agrees to take any and all actions that may be required to comply with the Participant's personal legal and tax obligations under local laws, rules and regulations in the Participant's country of residence (and country of employment, if different).
<b>EU Age Discrimination Rules</b>	If the Participant is resident and/or employed in a country that is a member of the European Union, the grant of the Performance Cash Award and this Agreement are intended to comply with the age discrimination provisions of the EU Equal Treatment Framework Directive, as implemented into local law (the "Age Discrimination Rules"). To the extent that a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, under the Age Discrimination Rules, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
<b>Forfeiture of Award</b>	Before accepting this Performance Cash Award, the Participant must disclose to the Company in writing all grants to the Participant of options, shares and other equity rights with respect to any Subsidiary of the Company ("Subsidiary Grants") that are still outstanding. Failure to disclose in writing the existence of any such outstanding Subsidiary Grants shall result in immediate cancellation and forfeiture of the Performance Cash Award set forth in this Agreement, unless the Administrator determines in its sole discretion that such failure was reasonable under the circumstances.
<b>Cancellation and Rescission for Prohibited Activity</b>	<p>Notwithstanding any other provision of the Plan or this Agreement, the Participant acknowledges and agrees that the Company may cancel, rescind, suspend, withhold, modify, amend or otherwise limit or restrict this Performance Cash Award (whether vested or not vested) at any time if the Participant is not in compliance with all applicable provisions of the Agreement and the Plan, or if the Participant engages in any "Prohibited Activity." For purposes of this Agreement, "Prohibited Activity" means: (i) any activity that would enable the Company (or any Subsidiary or Affiliate where the Participant is employed) to terminate the Participant's employment for cause (as defined in the Plan or any employment agreement or other plan or arrangement that covers the Participant); (ii) a material violation of any rule, policy or procedure of the Company (or any Subsidiary or Affiliate where the Participant is employed), including but not limited to the Code of Conduct of the Company (and any such Subsidiary or Affiliate); (iii) before a Change of Control, a failure to be in compliance with any share ownership objectives of the Company applicable to the Participant, or (iv) before a Change of Control, any other conduct or act that the Company determines is injurious, detrimental or prejudicial to any interest of the Company.</p> <p>The Participant agrees that the cancellation and rescission provisions of this Agreement are reasonable and agrees not to challenge the reasonableness of such provisions, even where forfeiture of this Agreement is the penalty for violation; provided that the Participant may challenge the reasonableness of any forfeiture that occurs after a Change of Control.</p>
<b>No Employment Rights</b>	The grant of the Performance Cash Award shall not be interpreted to form an employment contract between the Participant and the Company or the Participant's employer.
<b>Discretionary Nature of Award</b>	The Participant acknowledges and agrees that the Plan is discretionary in nature and may be amended, cancelled or terminated by the Company, in its sole discretion, at any time. The grant of the Performance Cash Award under the Plan is a one-time benefit and does not create any contractual or other right to receive a grant of a Performance Cash Award or any other forms of award permitted under the Plan or other benefits in lieu thereof in the future. Future grants, if any, will be at the sole discretion of the Company, including, but not limited to, the form and timing of any grant, the amount of the cash payment granted and the vesting provisions. Any amendment, modification or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Participant's employment with the Participant's employer.
<b>Extraordinary Benefit</b>	The Participant's participation in the Plan is voluntary. The value of the Performance Cash Award and any other awards granted under the Plan is an extraordinary item of compensation outside the scope of the Participant's employment (and the Participant's employment contract, if any). Any grant under the Plan, including the grant of the Performance Cash Award, is not part of the Participant's normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, holiday pay, pension, or retirement benefits or similar payments.
<b>Value of Benefit</b>	The future value of the Actual Payment Amount subject to the Performance Cash Award is unknown and cannot be predicted with certainty. The Company shall not be liable for any foreign exchange rate fluctuation, where applicable, between the Participant's local currency and the United States dollar that may affect the value of the Performance Cash Award or of any amounts due to the Participant pursuant to the settlement of the Performance Cash Award.

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<b>No Public Offering</b>	The grant of the Performance Cash Award is not intended to be a public offering of securities in the Participant's country of residence (and country of employment, if different). The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law). No employee of the Company or its Subsidiaries or Affiliates is permitted to provide the Participant with any legal, tax or financial advice with respect to the grant of the Performance Cash Award. The Participant should carefully review all of the materials related to the Performance Cash Award and the Plan, and the Participant should consult with the Participant's personal legal, tax and financial advisors for professional advice in relation to the Participant's personal circumstances.
<b>Recoupment</b>	Notwithstanding any other provision of this Agreement to the contrary, the Participant acknowledges and agrees that the Performance Cash Award, or any amount received with respect thereto are subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any recoupment policy the Company may establish or adopt ("Recoupment Policy") and as the Recoupment Policy may be amended from time to time. The Participant agrees and consents to the Company's application, implementation and enforcement of (a) the Recoupment Policy, and (b) any provision of applicable law relating to cancellation, recoupment, rescission or payback of compensation and expressly agrees that the Company may take such actions as are necessary to effectuate the Recoupment Policy (as applicable to the Participant) or applicable law without further consent or action being required by the Participant. For purposes of the foregoing, the Participant expressly and explicitly authorizes the Company to issue instructions, on the Participant's behalf, to any brokerage firm and/or third party administrator engaged by the Company to hold any amounts acquired under the Plan to re-convey, transfer or otherwise return such amounts to the Company. To the extent that the terms of this Agreement and the Recoupment Policy conflict, the terms of the Recoupment Policy shall prevail.
<b>English Language</b>	If the Participant is resident outside of the United States, the Participant acknowledges and agrees that it is the Participant's express intent that this Agreement, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Performance Cash Award be drawn up in English. If the Participant receives this Agreement, the Plan or any other document related to the Performance Cash Award translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.
<b>Electronic Delivery</b>	The Company may, in its sole discretion, decide to deliver any documents related to the Performance Cash Award or other awards granted to the Participant under the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

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<b>Data Privacy</b>	<p>The Company is located at 909 Third Avenue, New York, New York 10022, United States of America and grants Performance Cash Awards under the Plan to employees of the Company and its Subsidiaries and Affiliates in its sole discretion. In conjunction with the Company's grant of the Performance Cash Award under the Plan and its ongoing administration of such awards, the Company is providing the following information about its data collection, processing and transfer practices. In accepting the grant of the Performance Cash Awards, the Participant expressly and explicitly consents to the personal data activities as described herein.</p> <p>(a) <i>Data Collection, Processing and Usage.</i> The Company collects, processes and uses the Participant's personal data, including the Participant's name, home address, email address, telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all Performance Cash Awards or any other equity compensation awards granted, canceled, exercised, vested, or outstanding in the Participant's favor, which the Company receives from the Participant or the Participant's employer. In granting the Performance Cash Awards under the Plan, the Company will collect the Participant's personal data for purposes of allocating Shares in settlement of the Performance Cash Awards and implementing, administering and managing the Plan. The Company's legal basis for the collection, processing and usage of the Participant's personal data is the Participant's consent.</p> <p>(b) <i>Stock Plan Administration Service Provider.</i> The Company transfers the Participant's personal data to [UBS Financial Services, an independent service provider based in the United States of America], which assists the Company with the implementation, administration and management of the Plan (the "Stock Plan Administrator"). In the future, the Company may select a different Stock Plan Administrator and share the Participant's personal data with another company that serves in a similar manner. The Stock Plan Administrator will open an account for the Participant to receive and trade Shares acquired under the Plan. The Participant will be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, which is a condition to the Participant's ability to participate in the Plan.</p> <p>(c) <i>International Data Transfers.</i> The Company and the Stock Plan Administrator are based in the United States of America. The Participant should note that the Participant's country of residence may have enacted data privacy laws that are different from the United States of America. The Company's legal basis for the transfer of the Participant's personal data to the United States of America is the Participant's consent.</p> <p>(d) <i>Voluntariness and Consequences of Consent Denial or Withdrawal.</i> The Participant's participation in the Plan and his or her grant of consent is purely voluntary. The Participant may deny or withdraw his or her consent at any time. If the Participant does not consent, or if the Participant later withdraws his or her consent, the Participant may be unable to participate in the Plan. This would not affect the Participant's existing employment or salary; instead, the Participant merely may forfeit the opportunities associated with the Plan.</p> <p>(e) <i>Data Subjects Rights.</i> The Participant may have a number of rights under the data privacy laws in the Participant's country of residence. For example, the Participant's rights may include the right to (i) request access or copies of personal data the Company processes, (ii) request rectification of incorrect data, (iii) request deletion of data, (iv) place restrictions on processing, (v) lodge complaints with competent authorities in the Participant's country of residence, and/or (vi) request a list with the names and addresses of any potential recipients of the Participant's personal data. To receive clarification regarding the Participant's rights or to exercise his or her rights, the Participant should contact the Participant's local HR manager.</p>
<b>Successors and Assigns</b>	<p>The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Participant and the Participant's beneficiaries, executors or administrators.</p>
<b>Addendum</b>	<p>Notwithstanding any provisions of this Agreement to the contrary, the Performance Cash Award shall be subject to any special terms and conditions for the Participant's country of residence (and country of employment, if different) set forth in an addendum to this Agreement (an "Addendum"). Further, if the Participant transfers the Participant's residence and/or employment to another country reflected in an Addendum to this Agreement at the time of transfer, the special terms and conditions for such country will apply to the Participant to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local law or to facilitate the operation and administration of the award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Participant's transfer). In all circumstances, any applicable Addendum shall constitute part of this Agreement.</p>
<b>Additional Requirements</b>	<p>The Company reserves the right to impose other requirements on the Performance Cash Award and the Participant's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local law or to facilitate the operation and administration of the Performance Cash Award and the Plan. Such requirements may include (but are not limited to) requiring the Participant to sign any agreements or undertakings that may be necessary to accomplish the foregoing.</p>

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<b>Severability</b>	The invalidity or unenforceability of any provision of the Plan or this Agreement will not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement will be severable and enforceable to the extent permitted by law.
<b>Interpretation and Construction</b>	<p>This Agreement and the Plan shall be construed and interpreted by the Administrator, in its sole discretion. Any interpretation or other determination by the Administrator (including, but not limited to, correction of any defect or omission and reconciliation of any inconsistency in the Agreement or the Plan) shall be binding and conclusive.</p> <p>All determinations regarding enforcement, waiver or modification of the cancellation and rescission and other provisions of this Agreement (including the provisions relating to termination of service, death and Disability) shall be made in the Company's sole discretion. Determinations made under this Agreement and the Plan need not be uniform and may be made selectively among individuals, whether or not such individuals are similarly situated.</p>
<b>Entire Understanding</b>	This Agreement, the award letter (if any) from the Company, the terms of the Plan and the restrictive covenant agreement attached hereto as Exhibit B constitute the entire understanding between the Participant and the Company and its Subsidiaries and Affiliates regarding this Performance Cash Award. Any prior agreements, commitments, or negotiations concerning this Performance Cash Award are superseded.
<b>Participant's Acknowledgement and Agreement</b>	By accepting the grant of the Performance Cash Award, the Participant acknowledges that the Participant has read this Agreement, the Addendum to this Agreement (as applicable), the Plan, and the restrictive covenant agreement and the Participant specifically accepts and agrees to the provisions therein.

**THE INTERPUBLIC GROUP OF COMPANIES, INC. 2019 PERFORMANCE INCENTIVE PLAN**  
**PERFORMANCE CASH AWARD AGREEMENT**

THE INTERPUBLIC GROUP OF COMPANIES, INC., a Delaware corporation (the "Company"), hereby grants to the Participant named below a Performance Cash Award (the "Performance Cash Award") to be settled in cash. The terms and conditions of the Performance Cash Award are set forth in this Award Agreement (the "Agreement") and The Interpublic Group of Companies, Inc. 2019 Performance Incentive Plan (the "Plan"), which is attached hereto as Exhibit A, and any applicable addendum to the Award Agreement (the "Addendum") which is attached hereto as Exhibit C.

<b>Date of Award</b>	<b>[DATE]</b>	<b>Participant's Name [NAME]</b>
<b>Target Amount to be Paid Upon Vesting [X]</b>		
<b>Performance Period</b>	<b>[X] through [X]</b>	
<b>Vesting Date</b>	<p>Subject to the (i) terms of the Plan, (ii) the retirement, forfeiture, cancellation, and rescission provisions of this Agreement and (iii) the Participant's execution of the restrictive covenant agreement that is attached hereto as Exhibit B, the scheduled Vesting Date is as provided in the Participant's award letter, or such later date as specified in the following paragraph.</p> <p>Notwithstanding any other provision of this Agreement, if the audit of the Company's consolidated financial statements for the years included in the Performance Period (the "Audited Financials") has not been completed more than fifteen (15) days before the Vesting Date set forth above, the Vesting Date shall be delayed until the earlier of (i) the thirtieth (30th) day after the completion of the Audited Financials for the years included in the Performance Period or (ii) the date the Actual Payment Amount (as defined below) is paid. Except as otherwise provided in the Plan or this Agreement, any portion of this Performance Cash Award that is not vested on the date the Participant ceases to be an employee of the Company and its Subsidiaries and Affiliates shall be forfeited.</p>	
<b>Actual Payment Amount</b>	The "Actual Payment Amount" (to the extent vested) shall be between 0 and 2 times the "Target Amount to be Paid Upon Vesting," as determined by the Administrator based on performance against financial metrics (the "Performance Objectives").	
<b>Payment Date</b>	<p>The Award shall be paid during the calendar year in which the Vesting Date occurs, subject to the following:</p> <p style="padding-left: 40px;">If the Participant dies before the Vesting Date, within 90 days after the Participant's death; and</p> <p style="padding-left: 40px;">If the Participant's employment terminates within 24 months after a Change of Control (and before the Vesting Date), the Award shall be paid at the time prescribed by the Change of Control provisions of this Agreement.</p>	

The provisions of the Plan are incorporated herein by reference. All capitalized terms that are not defined in this Agreement have the meanings set forth in the Plan. Except as otherwise expressly provided in this Agreement, in case of any conflict between this Agreement and the Plan, the terms of the Plan shall control.

Please (i) review the rest of this Agreement, the Addendum, the Plan document and the restrictive covenant agreement attached hereto as Exhibit B, and (ii) execute this Agreement and Exhibit B by checking the box below.

By checking the box below, you are effectively executing and agree to be bound by the terms and conditions of (i) this Agreement (including the terms under "Forfeiture of Award" and "Cancellation and Rescission") and (ii) the restrictive covenant agreement attached hereto as Exhibit B.

**THE INTERPUBLIC GROUP OF COMPANIES, INC.**  
*/s/ Kenneth Lareau*  
 Kenneth Lareau  
 SVP, Global Compensation and Benefits

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**THE INTERPUBLIC GROUP OF COMPANIES, INC. 2019 PERFORMANCE INCENTIVE PLAN**  
**PERFORMANCE CASH AWARD AGREEMENT**

The following terms and conditions supplement the terms of the Plan and govern the Performance Cash Award:

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<b>Achievement of Performance Objectives</b>	Subject to the terms of the Plan, the Administrator shall have sole and exclusive discretion to determine whether and the extent to which the applicable Performance Objectives has been achieved, and the corresponding amount that is payable pursuant to this Performance Cash Award. Except in the case of death or a Change of Control, the Performance Cash Award shall not vest and no payment shall be made pursuant to this Performance Cash Award unless the Administrator has certified in writing that the Performance Objectives and all other material terms of the Performance Cash Award have been satisfied.
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<b>Tax Withholding</b>	<p>The Award is subject to withholding for taxes at the time and in the amount determined by the Company or the Participant's employer. Regardless of any action the Company or the Participant's employer takes with respect to any or all income tax (including U.S. federal, state and local taxes and/or non-U.S. taxes), social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), the Participant acknowledges that the ultimate liability for all Tax-Related Items legally due by the Participant is and remains the Participant's responsibility. Neither the Company nor the Participant's employer: (a) make any representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Performance Cash Award, including the grant of the Performance Cash Award, and the vesting or settlement of the Performance Cash Award; or (b) commit to structure the terms of the grant or any aspect of the Performance Cash Award to reduce or eliminate the Participant's liability for Tax-Related Items.</p> <p>If the Participant's country of residence (and/or country of employment, if different) requires withholding of Tax-Related Items, the Company may withhold a sufficient portion of the Actual Payment Amount equal to the amount of Tax-Related Items required to be withheld. If the Participant relocates to another jurisdiction, the Participant is responsible for notifying the Company of such relocation and is responsible for compliance with all applicable tax requirements. If the Participant is subject to taxation in more than one jurisdiction, the Participant acknowledges that the Company or the Participant's employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction. By accepting this Performance Cash Award, the Participant expressly consents to the withholding methods as provided for hereunder. All other Tax-Related Items related to the Performance Cash Award and amounts delivered in settlement thereof are the Participant's sole responsibility. Neither the Company nor any of its Subsidiaries or Affiliates is responsible for any liability or penalty relating to taxes (including excise taxes) on compensation (including imputed compensation) or other income attributed to the Participant (or a Beneficiary) pursuant to this Agreement, whether as a result of the Participant failing to make timely payments of tax or otherwise.</p>
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<b>Change of Control</b>	<p>This Performance Cash Award shall not vest or become immediately payable merely upon the occurrence of a Change of Control. However, the following provisions shall apply if a Change of Control occurs before the Vesting Date:</p> <p>(i) Upon the Change of Control, the Actual Payment Amount shall be fixed at no less than the Target Amount to be Paid Upon Vesting. Such Actual Payment Amount shall continue to be conditioned on the Participant providing services to the Company or a Subsidiary or Affiliate through the Vesting Date (subject to the provisions of the Plan, this Agreement and the Addendum with respect to Retirement, death and Disability, and paragraph (ii), below), and shall be paid at the time prescribed by this Agreement.</p> <p>(ii) If prior to the Vesting Date and within 24 months after the Change of Control, the Participant has a Termination of Employment either (1) by the Company (including its successor) or the Participant's employer without Cause or (2) if the Participant has "good reason" rights under the Company's Executive Severance Plan or an employment agreement, by the Participant for "good reason" (as defined in the applicable plan or agreement), then (A) this Award shall become immediately vested and payable to the Participant, and (B) the Payment Date shall occur within 30 days after the Participant's Termination of Employment (subject to the six-month delay rule set forth in Section 11(o)(2) of the Plan).</p>
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<b>Retirement</b>	<p>If the Participant terminates service due to Retirement (as defined below) prior to the Vesting Date, the Participant shall vest in a portion of the Performance Cash Award. Such portion shall be calculated by (i) multiplying the Target Amount to be Paid Upon Vesting by a fraction (not to exceed 1.0), the numerator of which is the Participant's number of completed months of service with the Company, its Subsidiaries or Affiliates from the Date of the Award to the Participant's Termination of Service, and the denominator of which is the number of months from the Date of the Award to the scheduled Vesting Date (such resulting amount, the "Reduced Target Amount to be Paid Upon Vesting"), and (ii) further adjusting the Reduced Target Amount to be Paid Upon Vesting up or down based on actual performance through the end of the Performance Period. Such vested portion shall be paid on the Payment Date prescribed by this Agreement, and any portion of the Award that is not vested shall be forfeited without consideration.</p> <p>For purposes of this Agreement, "Retirement" means a voluntary Termination of Service with the Company's approval after the Participant has attained age 55 and ten (10) years of matching contribution service under the Interpublic Group of Companies, Inc. Savings Plan (or, if the Participant is not eligible to participate in the Interpublic Group of Companies, Inc. Savings Plan, vesting service under the Participant's employer's 401(k) plan).</p> <p>For purposes of this Agreement, "Termination of Service" means the date the Participant ceases to provide material services to the Company and its Affiliates and Subsidiaries, which includes service as an employee, board member or consultant, as determined by the Company in its sole discretion.</p>
<b>Death or Disability</b>	<p>If the Participant terminates service due to Disability or death, the Participant shall vest in a portion of the Award as determined in accordance with the below if (and only if) Termination of Employment due to death or Disability occurs at least 12 months after the start of the Performance Period:</p> <p>The vested portion of the Award shall be calculated by (i) multiplying the Target Amount to be Paid Upon Vesting by a fraction (not to exceed 1.0), the numerator of which is the Participant's number of completed months of service with the Company and its Subsidiaries or Affiliates from the Date of the Award to the Participant's Termination of Service, and the denominator of which is the number of months from the Date of the Award to the scheduled Vesting Date (such resulting amount, the "Reduced Target Amount to be Paid Upon Vesting"), and (ii) further adjusting the Reduced Target Amount to be Paid Upon Vesting up or down based on performance (as described in the following sentence) through the end of the Performance Period. In the case of death, performance will be based on actual performance through the date of death and estimated performance for the remainder of the Performance Period; in the case of Disability, performance will be based on actual performance through the end of the Performance Period.</p>
<b>Compliance with Local Laws</b>	<p>If the Participant is a resident of or employed in a country other than the United States, the Participant agrees, as a condition of the Performance Cash Award, to repatriate all payments attributable to the Performance Cash Award in accordance with local foreign exchange rules and regulations in the Participant's country of residence (and country of employment, if different). In addition, the Participant agrees to take any and all actions, and consents to any and all actions taken by the Company and the Participant's employer as may be required to allow the Company and the Participant's employer to comply with local laws, rules and regulations in the Participant's country of residence (and country of employment, if different). Finally, the Participant agrees to take any and all actions that may be required to comply with the Participant's personal legal and tax obligations under local laws, rules and regulations in the Participant's country of residence (and country of employment, if different).</p>
<b>EU Age Discrimination Rules</b>	<p>If the Participant is resident and/or employed in a country that is a member of the European Union, the grant of the Performance Cash Award and this Agreement are intended to comply with the age discrimination provisions of the EU Equal Treatment Framework Directive, as implemented into local law (the "Age Discrimination Rules"). To the extent that a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, under the Age Discrimination Rules, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.</p>
<b>Forfeiture of Award</b>	<p>Before accepting this Performance Cash Award, the Participant must disclose to the Company in writing all grants to the Participant of options, shares and other equity rights with respect to any Subsidiary of the Company ("Subsidiary Grants") that are still outstanding. Failure to disclose in writing the existence of any such outstanding Subsidiary Grants shall result in immediate cancellation and forfeiture of the Performance Cash Award set forth in this Agreement, unless the Administrator determines in its sole discretion that such failure was reasonable under the circumstances.</p>

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<b>Cancellation and Rescission for Prohibited Activity</b>	Notwithstanding any other provision of the Plan or this Agreement, the Participant acknowledges and agrees that the Company may cancel, rescind, suspend, withhold, modify, amend or otherwise limit or restrict this Performance Cash Award (whether vested or not vested) at any time if the Participant is not in compliance with all applicable provisions of the Agreement and the Plan, or if the Participant engages in any "Prohibited Activity." For purposes of this Agreement, "Prohibited Activity" means: (i) any activity that would enable the Company (or any Subsidiary or Affiliate where the Participant is employed) to terminate the Participant's employment for cause (as defined in the Plan or any employment agreement or other plan or arrangement that covers the Participant); (ii) a material violation of any rule, policy or procedure of the Company (or any Subsidiary or Affiliate where the Participant is employed), including but not limited to the Code of Conduct of the Company (and any such Subsidiary or Affiliate); (iii) before a Change of Control, a failure to be in compliance with any share ownership objectives of the Company applicable to the Participant, or (iv) before a Change of Control, any other conduct or act that the Company determines is injurious, detrimental or prejudicial to any interest of the Company.
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The Participant agrees that the cancellation and rescission provisions of this Agreement are reasonable and agrees not to challenge the reasonableness of such provisions, even where forfeiture of this Agreement is the penalty for violation; provided that the Participant may challenge the reasonableness of any forfeiture that occurs after a Change of Control.

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<b>No Employment Rights</b>	The grant of the Performance Cash Award shall not be interpreted to form an employment contract between the Participant and the Company or the Participant's employer.
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<b>Discretionary Nature of Award</b>	The Participant acknowledges and agrees that the Plan is discretionary in nature and may be amended, cancelled or terminated by the Company, in its sole discretion, at any time. The grant of the Performance Cash Award under the Plan is a one-time benefit and does not create any contractual or other right to receive a grant of a Performance Cash Award or any other forms of award permitted under the Plan or other benefits in lieu thereof in the future. Future grants, if any, will be at the sole discretion of the Company, including, but not limited to, the form and timing of any grant, the amount of the cash payment granted and the vesting provisions. Any amendment, modification or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Participant's employment with the Participant's employer.
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<b>Extraordinary Benefit</b>	The Participant's participation in the Plan is voluntary. The value of the Performance Cash Award and any other awards granted under the Plan is an extraordinary item of compensation outside the scope of the Participant's employment (and the Participant's employment contract, if any). Any grant under the Plan, including the grant of the Performance Cash Award, is not part of the Participant's normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, holiday pay, pension, or retirement benefits or similar payments.
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<b>Value of Benefit</b>	The future value of the Actual Payment Amount subject to the Performance Cash Award is unknown and cannot be predicted with certainty. The Company shall not be liable for any foreign exchange rate fluctuation, where applicable, between the Participant's local currency and the United States dollar that may affect the value of the Performance Cash Award or of any amounts due to the Participant pursuant to the settlement of the Performance Cash Award.
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<b>No Public Offering</b>	The grant of the Performance Cash Award is not intended to be a public offering of securities in the Participant's country of residence (and country of employment, if different). The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law). No employee of the Company or its Subsidiaries or Affiliates is permitted to provide the Participant with any legal, tax or financial advice with respect to the grant of the Performance Cash Award. The Participant should carefully review all of the materials related to the Performance Cash Award and the Plan, and the Participant should consult with the Participant's personal legal, tax and financial advisors for professional advice in relation to the Participant's personal circumstances.
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<b>Recoupment</b>	Notwithstanding any other provision of this Agreement to the contrary, the Participant acknowledges and agrees that the Performance Cash Award, or any amount received with respect thereto are subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any recoupment policy the Company may establish or adopt ("Recoupment Policy") and as the Recoupment Policy may be amended from time to time. The Participant agrees and consents to the Company's application, implementation and enforcement of (a) the Recoupment Policy, and (b) any provision of applicable law relating to cancellation, recoupment, rescission or payback of compensation and expressly agrees that the Company may take such actions as are necessary to effectuate the Recoupment Policy (as applicable to the Participant) or applicable law without further consent or action being required by the Participant. For purposes of the foregoing, the Participant expressly and explicitly authorizes the Company to issue instructions, on the Participant's behalf, to any brokerage firm and/or third party administrator engaged by the Company to hold any amounts acquired under the Plan to re-convey, transfer or otherwise return such amounts to the Company. To the extent that the terms of this Agreement and the Recoupment Policy conflict, the terms of the Recoupment Policy shall prevail.
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**English Language** If the Participant is resident outside of the United States, the Participant acknowledges and agrees that it is the Participant's express intent that this Agreement, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Performance Cash Award be drawn up in English. If the Participant receives this Agreement, the Plan or any other document related to the Performance Cash Award translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

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**Electronic Delivery** The Company may, in its sole discretion, decide to deliver any documents related to the Performance Cash Award or other awards granted to the Participant under the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

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**Data Privacy** The Company is located at 909 Third Avenue, New York, New York 10022, United States of America and grants Performance Cash Awards under the Plan to employees of the Company and its Subsidiaries and Affiliates in its sole discretion. In conjunction with the Company's grant of the Performance Cash Award under the Plan and its ongoing administration of such awards, the Company is providing the following information about its data collection, processing and transfer practices. In accepting the grant of the Performance Cash Awards, the Participant expressly and explicitly consents to the personal data activities as described herein.

(a)Data Collection, Processing and Usage. The Company collects, processes and uses the Participant's personal data, including the Participant's name, home address, email address, telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all Performance Cash Awards or any other equity compensation awards granted, canceled, exercised, vested, or outstanding in the Participant's favor, which the Company receives from the Participant or the Participant's employer. In granting the Performance Cash Awards under the Plan, the Company will collect the Participant's personal data for purposes of allocating Shares in settlement of the Performance Cash Awards and implementing, administering and managing the Plan. The Company's legal basis for the collection, processing and usage of the Participant's personal data is the Participant's consent.

(b)Stock Plan Administration Service Provider. The Company transfers the Participant's personal data to [UBS Financial Services, an independent service provider based in the United States of America], which assists the Company with the implementation, administration and management of the Plan (the "Stock Plan Administrator"). In the future, the Company may select a different Stock Plan Administrator and share the Participant's personal data with another company that serves in a similar manner. The Stock Plan Administrator will open an account for the Participant to receive and trade Shares acquired under the Plan. The Participant will be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, which is a condition to the Participant's ability to participate in the Plan.

(c)International Data Transfers. The Company and the Stock Plan Administrator are based in the United States of America. The Participant should note that the Participant's country of residence may have enacted data privacy laws that are different from the United States of America. The Company's legal basis for the transfer of the Participant's personal data to the United States of America is the Participant's consent.

(d)Voluntariness and Consequences of Consent Denial or Withdrawal. The Participant's participation in the Plan and his or her grant of consent is purely voluntary. The Participant may deny or withdraw his or her consent at any time. If the Participant does not consent, or if the Participant later withdraws his or her consent, the Participant may be unable to participate in the Plan. This would not affect the Participant's existing employment or salary; instead, the Participant merely may forfeit the opportunities associated with the Plan.

(e)Data Subjects Rights. The Participant may have a number of rights under the data privacy laws in the Participant's country of residence. For example, the Participant's rights may include the right to (i) request access or copies of personal data the Company processes, (ii) request rectification of incorrect data, (iii) request deletion of data, (iv) place restrictions on processing, (v) lodge complaints with competent authorities in the Participant's country of residence, and/or (vi) request a list with the names and addresses of any potential recipients of the Participant's personal data. To receive clarification regarding the Participant's rights or to exercise his or her rights, the Participant should contact the Participant's local HR manager.

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**Successors and Assigns** The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Participant and the Participant's beneficiaries, executors or administrators.

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<b>Addendum</b>	Notwithstanding any provisions of this Agreement to the contrary, the Performance Cash Award shall be subject to any special terms and conditions for the Participant's country of residence (and country of employment, if different) set forth in an addendum to this Agreement (an "Addendum"). Further, if the Participant transfers the Participant's residence and/or employment to another country reflected in an Addendum to this Agreement at the time of transfer, the special terms and conditions for such country will apply to the Participant to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local law or to facilitate the operation and administration of the award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Participant's transfer). In all circumstances, any applicable Addendum shall constitute part of this Agreement.
<b>Additional Requirements</b>	The Company reserves the right to impose other requirements on the Performance Cash Award and the Participant's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local law or to facilitate the operation and administration of the Performance Cash Award and the Plan. Such requirements may include (but are not limited to) requiring the Participant to sign any agreements or undertakings that may be necessary to accomplish the foregoing.
<b>Severability</b>	The invalidity or unenforceability of any provision of the Plan or this Agreement will not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement will be severable and enforceable to the extent permitted by law.
<b>Interpretation and Construction</b>	<p>This Agreement and the Plan shall be construed and interpreted by the Administrator, in its sole discretion. Any interpretation or other determination by the Administrator (including, but not limited to, correction of any defect or omission and reconciliation of any inconsistency in the Agreement or the Plan) shall be binding and conclusive.</p> <p>All determinations regarding enforcement, waiver or modification of the cancellation and rescission and other provisions of this Agreement (including the provisions relating to termination of service, death and Disability) shall be made in the Company's sole discretion. Determinations made under this Agreement and the Plan need not be uniform and may be made selectively among individuals, whether or not such individuals are similarly situated.</p>
<b>Entire Understanding</b>	This Agreement, the award letter (if any) from the Company, the terms of the Plan and the restrictive covenant agreement attached hereto as Exhibit B constitute the entire understanding between the Participant and the Company and its Subsidiaries and Affiliates regarding this Performance Cash Award. Any prior agreements, commitments, or negotiations concerning this Performance Cash Award are superseded.
<b>Participant's Acknowledgement and Agreement</b>	By accepting the grant of the Performance Cash Award, the Participant acknowledges that the Participant has read this Agreement, the Addendum to this Agreement (as applicable), the Plan, and the restrictive covenant agreement and the Participant specifically accepts and agrees to the provisions therein.

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**THE INTERPUBLIC RESTRICTED CASH PLAN**

THE INTERPUBLIC GROUP OF COMPANIES, INC., a Delaware corporation (the "Company"), hereby grants to the Participant named below a restricted cash award (the "Award"). The terms and conditions of the Award are set forth in this Award Agreement (the "Agreement") and in The Interpublic Restricted Cash Plan (the "Plan"), which is attached hereto as Exhibit A. This Agreement is the Award Letter referenced in the Plan.

<b>Date of Award</b>	<b>Participant's Name</b>
[DATE]	[NAME]
<b>Amount to be Paid Upon Vesting</b>	\$[X]
<b>Vesting Date</b>	Subject to the (i) terms of the Plan, (ii) the forfeiture, cancellation, and rescission provisions of this Agreement and (iii) Participant's execution of the non-solicitation and non-service agreement that is attached hereto as Exhibit B, the scheduled Vesting Date for the Award is [DATE].  Except as otherwise provided in this Agreement or the Plan, if the Participant ceases to be an employee of the Company and its Affiliates before any portion of this Award becomes vested, the unvested portion shall be forfeited. Under all circumstances, vesting of the award is subject to the Participant's execution of this Agreement and Exhibit B.
<b>Payment Date</b>	Subject to the vesting conditions set forth herein, the Amount set forth above shall be paid to the Participant during the calendar year prescribed by Section 4.2 of the Plan no later than the last day of the applicable "2 ½ month period" set forth in Treas. Reg. Section 1.409A-1(b)(4)(i)(A).

The provisions of the Plan are incorporated herein by reference. All capitalized terms that are not defined in this Agreement have the meanings set forth in the Plan. Except as otherwise expressly provided in this Agreement, in case of any conflict between this Agreement and the Plan, the terms of the Plan shall control.

Please (i) review the rest of this Agreement, the Addendum and the Plan document and the non-solicitation and non-service agreement attached hereto as Exhibit B, and (ii) execute the Agreement and Exhibit B by checking the box below. Under all circumstances, the grant and vesting of the Award is conditioned upon the Participant's execution of this Agreement and Exhibit B. If the Participant fails to execute this Agreement, the Award shall be void and ineffective.

By checking the box below, you are effectively executing and agree to be bound by the terms and conditions of (i) this Agreement (including the terms under "Forfeiture of Award" and "Cancellation and Rescission") and (ii) the non-solicitation and non-service agreement attached hereto as Exhibit B.

**The Interpublic Group of Companies, Inc.**  
*/s/ Kenneth Lareau*  
 Kenneth Lareau  
 SVP, Global Compensation and Benefits

**THE INTERPUBLIC RESTRICTED CASH PLAN**  
**RESTRICTED CASH AWARD AGREEMENT**

The following terms and conditions supplement the terms of the Plan:

<b>Payment of Award</b>	The vested Award shall be paid on the Payment Date set forth above, in local currency by the Employer via local payroll.
<b>Tax Withholding</b>	<p>The Company or the Employer may be required to withhold income and employment taxes when the Award is paid to the Participant. Regardless of any action the Company or the Employer takes with respect to any or all income tax (including U.S. federal, state and local taxes and/or non-U.S. taxes), social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), the Participant acknowledges that the ultimate liability for all Tax-Related Items legally due by the Participant is and remains the Participant's responsibility. Neither the Company nor the Employer: (a) make any representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including the grant of the Award, the vesting or settlement of the Award; or (b) commit to structure the terms of the grant or any aspect of the Award to reduce or eliminate the Participant's liability for Tax-Related Items.</p> <p>If the Participant's country of residence (and/or country of employment, if different) requires withholding of Tax-Related Items, the Company or the Employer may withhold a sufficient portion of the amount to be paid equal to the amount of Tax-Related Items required to be withheld. If the Participant relocates to another jurisdiction, the Participant is responsible for notifying the Company of such relocation and is responsible for compliance with all applicable tax requirements. If the Participant is subject to taxation in more than one jurisdiction, the Participant acknowledges that the Company or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction. By accepting this Award, the Participant expressly consents to the withholding methods as provided for hereunder. All other Tax-Related Items related to the Award and cash delivered in settlement thereof are the Participant's sole responsibility. Neither the Company and its Affiliates nor the Employer shall be responsible for any liability or penalty relating to taxes (including excise taxes) on compensation (including imputed compensation) or other income attributed to the Participant (or a Beneficiary) pursuant to this Agreement, whether as a result of the Participant failing to make timely payments of tax or otherwise.</p>
<b>Change of Control</b>	This Award shall not vest or become immediately payable merely upon the occurrence of a Change of Control. However, if prior to the Vesting Date and within 24 months after the Change of Control, the Participant's employment with the Company and Affiliates is terminated involuntarily and without Cause, then this Award shall become immediately vested and payable to the Participant.
<b>Death or Disability</b>	<p>If the Participant terminates service due to Disability or death, the Participant shall vest in a portion of the Award as follows, and the vested portion shall be paid as soon as practicable thereafter:</p> <p>The vested portion of the Award shall equal a fraction (not to exceed 1.0), the numerator of which is the Participant's number of completed months of service with the Company and its Affiliates from the Date of Award to the Participant's date of termination, and the denominator of which is the number of months from the Date of Award to the scheduled Vesting Date.</p>
<b>Compliance with Local Laws</b>	If the Participant is a resident of or employed in a country other than the United States, the Participant agrees to take any and all actions, and consents to any and all actions taken by the Company and the Employer as may be required to allow the Company and the Employer to comply with local laws, rules and regulations in the Participant's country of residence (and country of employment, if different). Additionally, the Participant agrees to take any and all actions that may be required to comply with the Participant's personal legal and tax obligations under local laws, rules and regulations in the Participant's country of residence (and country of employment, if different).
<b>EU Age Discrimination Rules</b>	If the Participant is a resident of and/or employed in a country that is a member of the European Union, the grant of the Award and this Agreement are intended to comply with the age discrimination provisions of the EU Equal Treatment Framework Directive, as implemented into local law (the "Age Discrimination Rules"). To the extent that a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, under the Age Discrimination Rules, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
<b>Forfeiture of Award</b>	Before accepting this Award, the Participant must disclose to the Company in writing all grants to the Participant of options, shares and other equity rights with respect to any Subsidiary of the Company ("Subsidiary Grants") that are still outstanding. Failure to disclose in writing the existence of any such outstanding Subsidiary Grants shall result in immediate cancellation and forfeiture of the Award set forth in this Agreement, unless the [Compensation Committee determines in its sole discretion that such failure was reasonable under the circumstances.

<b>Cancellation and Rescission</b>	<p>Participant agrees that the Company may cancel, withhold, amend or otherwise limit or restrict this Award (whether vested or not vested) at any time if the Participant is not in compliance with all applicable provisions of the Agreement and the Plan, or if the Participant engages in any "Prohibited Activity." For purposes of this Agreement, "Prohibited Activity" includes: (i) any activity that would enable the Company to terminate the Participant's employment for cause (as defined in the Plan or any employment agreement or other plan or arrangement that covers the Participant); (ii) a violation of any rule, policy or procedure of the Company, including but not limited to the Code of Conduct of the Company; or (iii) any other conduct or act that the Company determines is injurious, detrimental or prejudicial to any interest of the Company.</p> <p>Participant agrees that the cancellation and rescission provisions of this Agreement are reasonable and agrees not to challenge the reasonableness of such provisions, even where forfeiture of this Agreement is the penalty for violation.</p>
<b>No Employment Rights</b>	The grant of the Award shall not be interpreted to form an employment contract between the Participant and the Company or the Employer.
<b>Discretionary Nature of Award</b>	The Participant acknowledges and agrees that the Plan is discretionary in nature and may be amended, cancelled or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive an Award or other benefits in lieu thereof in the future. Future grants, if any, will be at the sole discretion of the Company, including, but not limited to, the form and timing of any grant, the amount granted and the vesting provisions. Any amendment, modification or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Participant's employment with the Employer.
<b>Extraordinary Benefit</b>	The Participant's participation in the Plan is voluntary. The value of the Award and any other awards granted under the Plan is an extraordinary item of compensation outside the scope of the Participant's employment (and the Participant's employment contract, if any). Any grant under the Plan, including the grant of the Award, is not part of the Participant's normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, holiday pay, pension, or retirement benefits or similar payments.
<b>Value of Benefit</b>	If the Award is not paid in U.S. dollars, its future value is unknown and cannot be predicted with certainty. The Company shall not be liable for any foreign exchange rate fluctuation, where applicable, between the Participant's local currency and the United States dollar that may affect the value of the Award or of any amounts due to the Participant pursuant to the settlement of the Award.
<b>Recoupment</b>	Notwithstanding any other provision of this Agreement to the contrary, the Participant acknowledges and agrees that the Award, or any amount received with respect thereto are subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any recoupment policy the Company may establish or adopt ("Recoupment Policy") and as the Recoupment Policy may be amended from time to time. The Participant agrees and consents to the Company's application, implementation and enforcement of (a) the Recoupment Policy, and (b) any provision of applicable law relating to cancellation, recoupment, rescission or payback of compensation and expressly agrees that the Company may take such actions as are necessary to effectuate the Recoupment Policy (as applicable to the Participant) or applicable law without further consent or action being required by the Participant. For purposes of the foregoing, the Participant expressly and explicitly authorizes the Company to issue instructions, on the Participant's behalf, to any third party administrator engaged by the Company to hold any amounts acquired under the Plan to re-convey, transfer or otherwise return such amounts to the Company. To the extent that the terms of this Agreement and the Recoupment Policy conflict, the terms of the Recoupment Policy shall prevail.
<b>English Language</b>	If the Participant is resident outside of the United States, the Participant acknowledges and agrees that it is the Participant's express intent that this Agreement, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award be drawn up in English. If the Participant receives this Agreement, the Plan or any other document related to the Award translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.
<b>Electronic Delivery</b>	The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to the Participant under the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

<b>Data Privacy</b>	<p>The Company is located at 909 Third Avenue, New York, New York 10022, United States of America and grants Awards under the Plan to employees of the Company and its Affiliates in its sole discretion. In conjunction with the Company's grant of the Award under the Plan and its ongoing administration of such awards, the Company is providing the following information about its data collection, processing and transfer practices. In accepting the grant of the Award, the Participant expressly and explicitly consents to the personal data activities as described herein.</p> <p>(a) <i>Data Collection, Processing and Usage.</i> The Company collects, processes and uses the Participant's personal data, including the Participant's name, home address, email address, telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any shares or directorships held in the Company, and details of all Awards or any other equity compensation awards granted, canceled, exercised, vested, or outstanding in the Participant's favor, which the Company receives from the Participant or the Employer ("Personal Data"). In granting the Awards under the Plan, the Company will collect the Participant's Personal Data for purposes of paying the Awards and implementing, administering and managing the Plan. The Company's legal basis for the collection, processing and usage of the Participant's Personal Data is the Participant's consent.</p> <p>(b) <i>Third Party Administrators.</i> The Company may transfer the Participant's Personal Data to the Company's Affiliates outside of the United States of America, who assists the Company with the implementation, administration and management of the Plan, including the Affiliates payroll provider. In the future, the Company may share the Participant's personal data with another company that serves in a similar manner. The Participant may be asked to agree to the terms and data processing practices with the Affiliate or the Affiliate's payroll provider, which is a condition to the Participant's ability to participate in the Plan.</p> <p>(c) <i>International Data Transfers.</i> The Company is based in the United States of America. The Participant should note that the Participant's country of residence may have enacted data privacy laws that are different from the United States of America. The Company's legal basis for the transfer of the Participant's Personal Data to the United States of America is the Participant's consent.</p> <p>(d) <i>Voluntariness and Consequences of Consent Denial or Withdrawal.</i> The Participant's participation in the Plan and his or her grant of consent is purely voluntary. The Participant may deny or withdraw his or her consent at any time. If the Participant does not consent, or if the Participant later withdraws his or her consent, the Participant may be unable to participate in the Plan. This would not affect the Participant's existing employment or salary; instead, the Participant merely may forfeit the opportunities associated with the Plan.</p> <p>(e) <i>Data Subjects Rights.</i> The Participant may have a number of rights under the data privacy laws in the Participant's country of residence. For example, the Participant's rights may include the right to (i) request access or copies of Personal Data the Company processes, (ii) request rectification of incorrect Personal Data, (iii) request deletion of Personal Data, (iv) place restrictions on processing of Personal Data, (v) lodge complaints with competent authorities in the Participant's country of residence, and/or (vi) request a list with the names and addresses of any potential recipients of the Participant's Personal Data. To receive clarification regarding the Participant's rights or to exercise his or her rights, the Participant should contact the Participant's local HR manager.</p>
<b>Successors and Assigns</b>	<p>The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Participant and the Participant's beneficiaries, executors or administrators.</p>
<b>Addendum</b>	<p>Notwithstanding any provisions of this Agreement to the contrary, the Award shall be subject to any special terms and conditions for the Participant's country of residence (and country of employment, if different) set forth in an addendum to this Agreement (an "Addendum"). Further, if the Participant transfers the Participant's residence and/or employment to another country reflected in an Addendum to this Agreement at the time of transfer, the special terms and conditions for such country will apply to the Participant to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local law or to facilitate the operation and administration of the award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Participant's transfer). In all circumstances, any applicable Addendum shall constitute part of this Agreement.</p>
<b>Additional Requirements</b>	<p>The Company reserves the right to impose other requirements on the Award and the Participant's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local law or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring the Participant to sign any agreements or undertakings that may be necessary to accomplish the foregoing.</p>
<b>Governing Law</b>	<p>The Award and the Plan shall be construed, administered, and regulated in accordance with the laws of the state of New York, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the Plan to the substantive law of another jurisdiction.</p>

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<b>Severability</b>	The invalidity or unenforceability of any provision of the Plan or this Agreement will not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement will be severable and enforceable to the extent permitted by law.
<b>Interpretation and Construction</b>	<p>This Agreement and the Plan shall be construed and interpreted by the Committee, in its sole discretion. Any interpretation or other determination by the Committee (including, but not limited to, correction of any defect or omission and reconciliation of any inconsistency in the Agreement or the Plan) shall be binding and conclusive.</p> <p>All determinations regarding enforcement, waiver or modification of the cancellation and rescission and other provisions of this Agreement (including the provisions relating to termination of employment, death and disability) shall be made in the Company's sole discretion. Determinations made under this Agreement and the Plan need not be uniform and may be made selectively among individuals, whether or not such individuals are similarly situated.</p>
<b>Entire Understanding</b>	This Agreement, the terms of the Plan and the non-solicitation and non-service agreement attached hereto as Exhibit B constitute the entire understanding between the Participant and the Company and its Affiliates regarding this Award. Any prior agreements, commitments, or negotiations concerning this Award are superseded.
<b>Participant's Acknowledgement and Agreement</b>	By accepting the grant of the Award, the Participant acknowledges that the Participant has read this Agreement, the Plan, and the non-solicitation and non-service agreement attached hereto as Exhibit B and the Participant specifically accepts and agrees to the provisions therein.

**The Interpublic Group of Companies, Inc.**

Our principal subsidiaries as of December 31, 2019 are listed below. All other subsidiaries, if considered in the aggregate as a single subsidiary, would not constitute a significant subsidiary under Rule 1-02(w) of Regulation S-X.

<b>Company Name</b>	<b>State (U.S.)</b>
Axiom LLC	Delaware
Business Science Research Corporation	Delaware
Campbell-Ewald Company	Delaware
Carmichael Lynch, Inc.	Minnesota
Chase Design Holdings, LLC	Delaware
CMGRP Entertainment, Inc.	California
Craft Translation, LLC	New York
DeVries Public Relations, Ltd.	New York
Genuine Interactive, LLC	Massachusetts
Gillespie, LLC	Delaware
Hello Elephant, LLC	Delaware
HG Group, LLC	Delaware
Huge, LLC	New York
Independent Advertising, Inc.	Delaware
IPG Asia & Oceania LLC	Delaware
Lowe & Partners Worldwide Inc.	Delaware
Lowe Group Holdings, Inc.	New York
McCann-Erickson Marketing, Inc.	New York
McCann-Erickson USA, Inc.	Delaware
McCann-Erickson Worldwide, Inc.	Delaware
McCannFC, Inc.	Georgia
Mediabrand Worldwide, Inc.	California
Momentum Events LLC	Delaware
Octagon, Inc.	District of Columbia
Optaros, Inc.	Delaware
Reprise Media, Inc.	Delaware
True North Communications Inc.	Delaware
Universal McCann Worldwide, Inc.	Delaware
<b>Company Name</b>	<b>Country</b>
Interpublic Group Deutschland GmbH	Germany
Interpublic Group of Companies de Espana, S.L.	Spain
Interpublic Limited	United Kingdom
IPG Advertising Israel Holdings Ltd	Israel
Kinesso Corp.	Canada
Orion Trading Canada Inc.	Canada
The Interpublic Group of Companies Canada, Inc.	Canada



CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (No. 333-134498, 333-159544, 333-159546, 333-196194, 333-208670 and 333-231710) and on Form S-3 (No. 333-230666) of The Interpublic Group of Companies, Inc. of our report dated February 21, 2020 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

New York, New York  
February 21, 2020

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each individual whose signature appears below constitutes and appoints MICHAEL I. ROTH, ELLEN JOHNSON, CHRISTOPHER F. CARROLL and ANDREW BONZANI, and each of them, as true and lawful attorneys-in-fact and agents with full power of substitution and resubstitution, for him or her, and in his or her name, place and stead, in any and all capacities, to sign the Report on Form 10-K for the year ended December 31, 2019, for The Interpublic Group of Companies, Inc., S.E.C. File No. 1-6686, and any and all amendments and supplements thereto and all other instruments necessary or desirable in connection therewith, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission and the New York Stock Exchange, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requested and necessary to be done in and about the premises as fully to all intents and purposes as he or she might do or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them or their or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Dated: February 21, 2020

*/s/ Michael I. Roth*

Michael I. Roth

*/s/ Jocelyn Carter-Miller*

Jocelyn Carter-Miller

*/s/ H. John Greeniaus*

H. John Greeniaus

*/s/ Mary J. Steele Guilfoile*

Mary J. Steele Guilfoile

*/s/ Dawn Hudson*

Dawn Hudson

*/s/ William T. Kerr*

William T. Kerr

*/s/ Henry S. Miller*

Henry S. Miller

*/s/ Jonathan F. Miller*

Jonathan F. Miller

*/s/ Patrick Q. Moore*

Patrick Q. Moore

*/s/ Linda S. Sanford*

Linda S. Sanford

*/s/ David M. Thomas*

David M. Thomas

*/s/ E. Lee Wyatt Jr.*

E. Lee Wyatt Jr.

*/s/ Christopher F. Carroll*

Christopher F. Carroll

*/s/ Ellen Johnson*

Ellen Johnson

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THE INTERPUBLIC GROUP OF COMPANIES, INC.

Certified Resolutions

I, Andrew Bonzani, Secretary of The Interpublic Group of Companies, Inc. (the "Corporation"), hereby certify that the resolutions attached hereto were duly adopted on February 21st, 2020 by the Board of Directors of the Corporation and that such resolutions have not been amended or revoked.

WITNESS my hand and the seal of the Corporation this 21st day of February, 2020.

/s/ Andrew Bonzani  
Andrew Bonzani

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THE INTERPUBLIC GROUP OF COMPANIES, INC.  
MEETING OF THE BOARD OF DIRECTORS

Resolutions re Form 10-K

RESOLVED, that the Chairman of the Board and the Executive Vice President and Chief Financial Officer of the Corporation be, and each of them hereby is, authorized to execute and deliver on behalf of the Corporation an annual report on Form 10-K for the year ended December 31, 2019, in the form presented to this meeting with such changes therein as either of them with the advice of the General Counsel shall approve; and further

RESOLVED, that the Chairman of the Board in his capacity as Chief Executive Officer, the Executive Vice President and Chief Financial Officer in her capacity as Chief Financial Officer, and the Senior Vice President, Controller and Chief Accounting Officer in his capacity as Chief Accounting Officer of the Corporation be, and each of them hereby is, authorized to execute such annual report on Form 10-K; and further

RESOLVED, that the officers of the Corporation be and each of them hereby is, authorized and directed to file such annual report on Form 10-K, with all the exhibits thereto and any other documents that may be necessary or desirable in connection therewith, after its execution by the foregoing officers and by a majority of this Board of Directors, with the Securities and Exchange Commission and the New York Stock Exchange; and further

RESOLVED, that the officers and directors of the Corporation who may be required to execute such annual report on Form 10-K be, and each of them hereby is, authorized to execute a power of attorney in the form submitted to this meeting appointing Michael I. Roth, Ellen Johnson, Christopher F. Carroll and Andrew Bonzani, and each of them, severally, his or her true and lawful attorneys and agents to act in his or her name, place and stead, to execute said annual report on Form 10-K and any and all amendments and supplements thereto and all other instruments necessary or desirable in connection therewith; and further

RESOLVED, that the signature of any officer of the Corporation required by law to affix his signature to such annual report on Form 10-K or to any amendment or supplement thereto and such additional documents as they may deem necessary or advisable in connection therewith, may be affixed by said officer personally or by any attorney-in-fact duly constituted in writing by said officer to sign his name thereto; and further

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized to execute such amendments or supplements to such annual report on Form 10-K and such additional documents as they may deem necessary or advisable in connection with any such amendment or supplement and to file the foregoing with the Securities and Exchange Commission and the New York Stock Exchange; and further

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized to take such actions and to execute such other documents, agreements or instruments as may be necessary or desirable in connection with the foregoing.

## CERTIFICATION

I, Michael I. Roth, certify that:

1. I have reviewed this Annual Report on Form 10-K of The Interpublic Group of Companies, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 21, 2020

*/s/ Michael I. Roth*

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Michael I. Roth  
Chairman and Chief Executive Officer

## CERTIFICATION

I, Ellen Johnson, certify that:

1. I have reviewed this Annual Report on Form 10-K of The Interpublic Group of Companies, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 21, 2020

*/s/ Ellen Johnson*

Ellen Johnson

Executive Vice President and Chief Financial Officer

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350**

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), each of the undersigned officers of The Interpublic Group of Companies, Inc. (the "Company"), does hereby certify, to such officer's knowledge, that:

The Annual Report on Form 10-K for the year ended December 31, 2019 of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and the information contained in the Annual Report on Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 21, 2020

*/s/ Michael I. Roth*

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Michael I. Roth

Chairman and Chief Executive Officer

Dated: February 21, 2020

*/s/ Ellen Johnson*

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Ellen Johnson

Executive Vice President and Chief Financial Officer