

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
FOR THE QUARTERLY PERIOD ENDED MARCH 31, 2026

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

Commission File Number: 1-10551

OMNICOM

OMNICOM GROUP INC.

(Exact name of registrant as specified in its charter)

New York
(State or other jurisdiction of incorporation or organization)

13-1514814
(IRS Employer Identification No.)

280 Park Avenue, New York, NY
(Address of principal executive offices)

10017
(Zip Code)

Registrant's telephone number, including area code: (212) 415-3600

Not Applicable

(Former name, former address and former fiscal year, if changed since last report)

Securities Registered Pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbols</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.15 Par Value	OMC	New York Stock Exchange
0.800% Senior Notes due 2027	OMC/27	New York Stock Exchange
1.400% Senior Notes due 2031	OMC/31	New York Stock Exchange
3.700% Senior Notes due 2032	OMC/32	New York Stock Exchange
2.250% Senior Notes due 2033	OMC/33	New York Stock Exchange
3.850% Senior Notes due 2034	OMC/34	New York Stock Exchange

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 the definitions 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 April 22, 2026, there were 285,006,196 shares of Omnicom Group Inc.'s common stock, par value \$0.15 per share outstanding.

OMNICOM GROUP INC.
QUARTERLY REPORT ON FORM 10-Q FOR THE QUARTERLY PERIOD ENDED MARCH 31, 2026

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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

OMNICOM GROUP INC. AND SUBSIDIARIES CONSOLIDATED BALANCE SHEETS

(In millions)

	March 31, 2026 (Unaudited)	December 31, 2025
ASSETS:		
Current Assets:		
Cash and cash equivalents	\$ 4,288.1	\$ 6,881.1
Accounts receivable, net of allowance for doubtful accounts of \$10.0 and \$11.9	12,566.2	14,398.0
Work in process	3,721.4	3,408.9
Assets held for sale	711.6	1,012.2
Other current assets	1,899.0	1,765.2
Total Current Assets	23,186.3	27,465.4
Property and Equipment at cost, less accumulated depreciation of \$1,256.2 and \$1,386.8	1,004.6	1,010.3
Operating Lease Right-Of-Use Assets	1,291.7	1,379.8
Equity Method Investments	58.6	65.9
Goodwill	18,733.9	18,641.4
Intangible Assets, net of accumulated amortization of \$1,014.2 and \$903.2	4,945.2	5,101.0
Other Assets	744.4	751.5
TOTAL ASSETS	\$ 49,964.7	\$ 54,415.3
LIABILITIES AND EQUITY:		
Current Liabilities:		
Accounts payable	\$ 18,108.6	\$ 20,659.5
Customer advances	1,954.0	1,727.6
Current portion of debt	—	1,399.5
Short-term debt	67.4	62.0
Taxes payable	341.4	264.9
Liabilities held for sale	972.3	1,261.0
Other current liabilities	3,972.4	4,163.7
Total Current Liabilities	25,416.1	29,538.2
Long-Term Liabilities	1,223.8	1,099.5
Long-Term Liability - Operating Leases	1,471.7	1,617.0
Long-Term Debt	9,977.5	7,655.0
Deferred Tax Liabilities	1,460.3	1,449.4
Commitments and Contingent Liabilities (Note 13)		
Temporary Equity - Redeemable Noncontrolling Interests	343.2	363.2
Equity:		
Shareholders' Equity:		
Preferred stock	—	—
Common stock	63.2	63.2
Additional paid-in capital	8,979.3	9,424.4
Retained earnings	10,959.3	10,782.4
Accumulated other comprehensive income (loss)	(1,313.9)	(1,265.8)
Treasury stock, at cost	(9,250.8)	(6,958.4)
Total Shareholders' Equity	9,437.1	12,045.8
Noncontrolling interests	635.0	647.2
Total Equity	10,072.1	12,693.0
TOTAL LIABILITIES AND EQUITY	\$ 49,964.7	\$ 54,415.3

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

OMNICOM GROUP INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME

(Unaudited)

(In millions, except per share amounts)

	Three Months Ended March 31,	
	2026	2025
Revenue	\$ 6,242.9	\$ 3,690.4
Operating Expenses:		
Salary and service costs	4,639.6	2,746.3
Occupancy and other costs	527.3	314.6
Severance and repositioning costs	4.1	—
Loss on assets held for sale and dispositions	34.3	—
Cost of services	5,205.3	3,060.9
Selling, general and administrative expenses	224.5	117.9
Depreciation and amortization	166.9	59.0
Total Operating Expenses	5,596.7	3,237.8
Operating Income	646.2	452.6
Interest Expense	119.0	59.1
Interest Income	47.0	29.7
Income Before Income Taxes and Income (Loss) From Equity Method Investments	574.2	423.2
Income Tax Expense	154.6	120.7
Income (Loss) From Equity Method Investments	(0.9)	0.9
Net Income	418.7	303.4
Net Income Attributed To Noncontrolling Interests	13.5	15.7
Net Income - Omnicom Group Inc.	\$ 405.2	\$ 287.7
Net Income Per Share - Omnicom Group Inc.:		
Basic	\$ 1.36	\$ 1.46
Diluted	\$ 1.35	\$ 1.45
Weighted Average Shares:		
Basic	298.1	196.7
Diluted	299.2	198.3

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

OMNICOM GROUP INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Unaudited)
(In millions)

	Three Months Ended March 31,	
	2026	2025
Net Income	\$ 418.7	\$ 303.4
Other Comprehensive Income (Loss):		
Cash flow hedge:		
Amortization of loss included in interest expense	1.3	1.4
Income tax effect	(0.4)	(0.4)
Cash flow hedge, net of tax	0.9	1.0
Pension and other postemployment benefits:		
Amortization of prior service cost	1.8	1.7
Amortization of actuarial losses	(0.6)	0.5
Income tax effect	2.3	(1.8)
Pension plans and other postemployment benefits, net of tax	3.5	0.4
Foreign currency translation adjustment	(55.9)	83.7
Other Comprehensive Income (Loss)	(51.5)	85.1
Comprehensive Income	367.2	388.5
Comprehensive Income Attributed To Noncontrolling Interests	10.1	20.7
Comprehensive Income - Omnicom Group Inc.	\$ 357.1	\$ 367.8

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

OMNICOM GROUP INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF EQUITY

(Unaudited)

(In millions, except per share amounts)

	Three Months Ended March 31,	
	2026	2025
Common Stock, shares	421.6	297.2
Common Stock, par value	\$ 63.2	\$ 44.6
Additional Paid In Capital:		
Beginning Balance	9,424.4	472.1
Net change in noncontrolling interests	8.2	(1.4)
Change in temporary equity	18.0	(0.1)
Share-based compensation	27.1	20.8
Accelerated share repurchase forward agreements	(500.0)	—
Stock issued, share-based compensation	1.6	4.0
Ending Balance	8,979.3	495.4
Retained Earnings:		
Beginning Balance	10,782.4	11,500.5
Net income	405.2	287.7
Common stock dividends declared	(228.3)	(137.8)
Ending Balance	10,959.3	11,650.4
Accumulated Other Comprehensive Income (Loss):		
Beginning Balance	(1,265.8)	(1,475.9)
Other comprehensive income (loss)	(48.1)	80.1
Ending Balance	(1,313.9)	(1,395.8)
Treasury Stock:		
Beginning Balance	(6,958.4)	(6,347.8)
Stock issued, share-based compensation	13.0	7.9
Common stock repurchased	(2,305.4)	(81.5)
Ending Balance	(9,250.8)	(6,421.4)
Shareholders' Equity	9,437.1	4,373.2
Noncontrolling Interests:		
Beginning Balance	647.2	552.4
Net income	13.5	15.7
Other comprehensive income	(3.4)	5.0
Dividends to noncontrolling interests	(12.1)	(13.0)
Net change in noncontrolling interests	(10.2)	0.4
Ending Balance	635.0	560.5
Total Equity	\$ 10,072.1	\$ 4,933.7
Dividends Declared Per Common Share	\$ 0.80	\$ 0.70

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

OMNICOM GROUP INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

(Unaudited)

(In millions)

	Three Months Ended March 31,	
	2026	2025
Cash Flows From Operating Activities:		
Net income	\$ 418.7	\$ 303.4
Adjustments to reconcile net income to net cash used in operating activities:		
Depreciation and amortization of right-of-use assets	49.5	33.2
Amortization of intangible assets	117.4	25.8
Share-based compensation	27.1	20.8
Severance and repositioning costs	4.1	—
Loss on assets held for sale and dispositions	34.3	—
Other, net	5.8	3.3
Use of operating capital	(1,210.1)	(1,173.3)
Net Cash Used In Operating Activities	(553.2)	(786.8)
Cash Flows From Investing Activities:		
Capital expenditures	(61.2)	(29.5)
Proceeds from assets held for sale	152.5	—
Other, net	(7.1)	42.2
Net Cash Provided By Investing Activities	84.2	12.7
Cash Flows From Financing Activities:		
Proceeds from borrowings	2,384.9	—
Repayment of debt	(1,400.0)	—
Change in short-term debt	7.4	(3.2)
Dividends paid to common shareholders	(251.7)	(137.7)
Repurchases of common stock	(2,777.6)	(81.0)
Proceeds from stock plans	15.8	11.5
Acquisition of additional noncontrolling interests	(13.5)	(0.4)
Dividends paid to noncontrolling interest shareholders	(12.1)	(13.0)
Payment of contingent purchase price obligations	(2.8)	(2.8)
Other, net	(15.7)	(14.8)
Net Cash Used In Financing Activities	(2,065.3)	(241.4)
Effect of foreign exchange rate changes on cash and cash equivalents	(58.7)	54.4
Net Decrease in Cash and Cash Equivalents	(2,593.0)	(961.1)
Cash and Cash Equivalents at the Beginning of Period	6,881.1	4,339.4
Cash and Cash Equivalents at the End of Period	\$ 4,288.1	\$ 3,378.3

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

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

1. Presentation of Financial Statements

The terms “Omnicom,” “the Company,” “we,” “our” and “us” each refer to Omnicom Group Inc. and its subsidiaries, unless the context indicates otherwise. The accompanying unaudited consolidated financial statements were prepared in accordance with generally accepted accounting principles in the United States, or U.S. GAAP or GAAP, for interim financial information and Article 10 of Regulation S-X of the Securities and Exchange Commission, or SEC. Accordingly, certain information and footnote disclosures have been condensed or omitted. All intercompany balances and transactions have been eliminated. The preparation of financial statements in conformity with U.S. GAAP requires us to make estimates and assumptions that affect the amounts reported in the unaudited consolidated financial statements and accompanying notes. Actual results could differ from those estimates and assumptions. Unless otherwise noted, dollars in tables are in millions, except per share amounts.

In our opinion, the accompanying unaudited consolidated financial statements reflect all adjustments, consisting of normal recurring accruals, considered necessary for a fair presentation, in all material respects, of the information contained herein. These unaudited consolidated financial statements should be read in conjunction with our Annual Report on Form 10-K for the year ended December 31, 2025 (the “2025 10-K”). Results for the interim periods are not necessarily indicative of results that may be expected for the year.

Merger with IPG

On November 26, 2025 (the “Closing Date”), Omnicom completed its merger (the “Merger”) with The Interpublic Group of Companies, Inc. (“IPG”). Omnicom is the acquirer of IPG under U.S. GAAP and as a result, the consolidated financial statements of Omnicom for periods prior to the Closing Date do not include the results of operations, financial position, or cash flows of IPG. The results of operations of IPG are included in Omnicom’s consolidated financial statements only from the Closing Date forward. Accordingly, Omnicom’s financial results, the effects on financial condition and cash flow are not comparable to historical periods due to the inclusion of IPG’s results from the Closing Date, see Note 5 to the consolidated financial statements for more information related to the Merger.

For the three months ended March 31, 2026, we recorded \$59.4 million of integration and acquisition related costs related to the Merger in selling, general and administrative expenses. For the three months ended March 31, 2025, we recorded \$33.8 million of acquisition related costs.

Risks and Uncertainties

Global economic disruptions, including geopolitical events, international hostilities, acts of terrorism, public health crises, inflation or stagflation, tariffs and other trade barriers, central bank interest rate policies in our major markets, and labor or supply chain challenges, could contribute to economic uncertainty and volatility. The impact of these conditions on our business may vary by geographic market and service discipline. We monitor macroeconomic conditions, client revenue levels, and other relevant factors and may take actions to align our cost structure with changes in client demand and to manage working capital. However, there can be no assurance that such actions will be sufficient to mitigate the effects of adverse economic conditions, reductions in client spending, changes in client creditworthiness, or other developments.

2. Revenue

Nature of our services

We provide data-driven, creative marketing and sales solutions through client-centric networks organized to meet specific client objectives. On a global, pan-regional, and local basis, our agencies provide a comprehensive range of services across our fundamental disciplines. Beginning in 2026, we realigned our disciplines as follows and as described below: Integrated Media, Advertising, Health, Public Relations, and Experiential & Other. The classification of certain services and prior period amounts have been reclassified to conform to the current period presentation.

Integrated Media includes strategic media planning and buying, performance media and audience-based solutions, as well as digital commerce and data and identity solutions. It also includes proprietary data, analytics, and precision marketing capabilities and automated content delivery solutions. Advertising includes creative, brand development, and integrated advertising services across digital and traditional channels, supporting clients' brand strategy and communications needs. Health includes specialized medical communications, market access strategy and other services to global health and pharmaceutical companies. Public Relations services include corporate communications, crisis management, public affairs, and media relations services. Experiential & Other includes experiential design and execution, live and digital events, and entertainment and sports marketing, as well as consulting, branding, and design services. It also includes field marketing, merchandising, custom communications and training, and other specialized marketing and support services.

Revenue by discipline:

	Three Months Ended March 31,	
	2026	2025
Integrated Media	\$ 2,978.4	\$ 1,805.4
Advertising	1,060.2	674.6
Public Relations	696.6	359.1
Health	585.7	299.0
Experiential & Other	922.0	552.3
Revenue¹	\$ 6,242.9	\$ 3,690.4

1) Revenue for the three months ended March 31, 2026, includes amounts attributable to disposals or entities classified as held for sale, consisting of \$627.2 million.

Economic factors affecting our revenue

Global economic conditions and disruptions directly impact our revenue. Adverse economic conditions and disruptions pose a risk that our clients may reduce, postpone, or cancel spending for our services, which would impact our revenue.

Revenue by geographic market:

	Three Months Ended March 31,	
	2026	2025
Americas:		
North America	\$ 3,885.1	\$ 2,111.5
Latin America	196.1	96.4
EMEA:		
Europe	1,439.0	995.0
Middle East and Africa	144.2	70.8
Asia-Pacific	578.5	416.7
Revenue¹	\$ 6,242.9	\$ 3,690.4

1) Revenue for the three months ended March 31, 2026, includes amounts attributable to disposals or entities classified as held for sale, consisting of \$627.2 million.

The Americas is comprised of North America, which includes the United States, Canada and Puerto Rico, and Latin America, which includes South America and Mexico. EMEA is comprised of Europe, the Middle East and Africa. Asia-Pacific includes Australia, Greater China, India, Japan, Korea, New Zealand, Singapore and other Asian countries. Revenue in the United States for the three months ended March 31, 2026 and 2025 was \$3,688.0 million and \$2,007.0 million, respectively.

Contract balances

Contract balances include work in process and customer advances that primarily consist of advance billings to customers in accordance with the terms of the client contracts, primarily for the reimbursement of third-party costs.

	March 31, 2026	December 31, 2025	March 31, 2025
Work in process:			
Media and production costs	\$ 1,969.5	\$ 2,200.1	\$ 899.2
Unbilled fees and costs and contract assets	1,751.9	1,208.8	1,031.0
Work in process	\$ 3,721.4	\$ 3,408.9	\$ 1,930.2
Customer advances	\$ 1,954.0	\$ 1,727.6	\$ 1,283.5

There were no impairment charges recorded in work in process in the three months ended March 31, 2026 and 2025.

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 \$425.4 million of unsatisfied performance obligations as of March 31, 2026, which will be recognized as services are performed over the remaining contractual terms through 2030.

3. Net Income per Share

Basic and diluted net income per share:

	Three Months Ended March 31,	
	2026	2025
Net Income - Omnicom Group Inc.	\$ 405.2	\$ 287.7
Weighted Average Shares (millions):		
Basic	298.1	196.7
Dilutive stock options and restricted shares	1.1	1.6
Diluted	299.2	198.3
Anti-dilutive stock options and restricted shares (millions)	8.0	1.1
Net Income per Share - Omnicom Group Inc.:		
Basic	\$1.36	\$1.46
Diluted	\$1.35	\$1.45

The number of potential shares of common stock excluded from diluted shares outstanding was 8.0 million and 1.1 million for the three months ended March 31, 2026 and 2025, respectively, because the effect of including those shares of common stock in the calculation would have been anti-dilutive.

The increase in our weighted average shares in 2026 is a result of the inclusion of outstanding shares issued in connection with the acquisition of IPG, see Note 5 to the consolidated financial statements.

4. Goodwill and Intangible Assets

Change in goodwill:

	Three Months Ended March 31,	
	2026	2025
January 1	\$ 18,641.4	\$ 10,677.4
Acquisitions*	118.1	2.4
Noncontrolling interests in acquired businesses	17.0	2.5
Contingent purchase price obligations of acquired businesses	13.5	2.4
Dispositions	(7.8)	(20.6)
Foreign currency translation	(48.3)	117.4
March 31	\$ 18,733.9	\$ 10,781.5

*The increase in goodwill in the three months ended March 31, 2026 is primarily attributable to adjustments to the preliminary purchase price accounting for the IPG acquisition in November 2025 (see Note 5 to the consolidated financial statements). There were no goodwill impairment charges recorded in the three months ended March 31, 2026 and 2025, and there are no accumulated goodwill impairment charges.

Intangible assets:

	March 31, 2026			December 31, 2025		
	Gross Carrying Value	Accumulated Amortization	Net Carrying Value	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
Trade Names	\$ 926.0	\$ (96.4)	\$ 829.6	\$ 929.9	\$ (76.5)	\$ 853.4
Customer Relationships	4,374.0	(578.2)	3,795.8	4,389.5	(504.1)	3,885.4
Technology and Other	355.6	(94.3)	261.3	409.2	(79.6)	329.6
Acquired intangible assets and internally developed strategic platform assets	\$ 5,655.6	\$ (768.9)	\$ 4,886.7	\$ 5,728.6	\$ (660.2)	\$ 5,068.4
Other purchased and internally developed software	303.8	(245.3)	58.5	275.6	(243.0)	32.6
Intangible Assets	\$ 5,959.4	\$ (1,014.2)	\$ 4,945.2	\$ 6,004.2	\$ (903.2)	\$ 5,101.0

Amortization of intangible assets:

	Three Months Ended March 31,	
	2026	2025
Acquired intangible assets and internally developed strategic platform assets	\$ 110.9	\$ 21.8
Other purchased and internally developed software	6.5	4.0
Amortization Expense	\$ 117.4	\$ 25.8

5. Business Combinations

On November 26, 2025, we completed the Merger (see Note 1 to the consolidated financial statements). The acquisition combines complementary capabilities and service offerings and is expected to expand client opportunities and support long-term growth.

Purchase Consideration

Pursuant to the Merger Agreement, the 361,498,876 shares of IPG common stock (the “IPG common stock”) (par value \$0.10 per share) that were issued and outstanding immediately prior to the Merger were converted into 124,352,188 shares of Omnicom common stock (par value \$0.15 per share) and cash in lieu of fractional shares, based on an exchange ratio (the “Exchange Ratio”) of 0.344 shares of Omnicom common stock for each share of IPG common stock. Following the close of the Merger, legacy Omnicom shareholders owned approximately 60.6% of the combined company, and legacy IPG shareholders owned approximately 39.4%, on a fully diluted basis.

The total consideration paid at closing was \$8,893.5 million, consisting of primarily equity consideration of \$8,891.2 million, excluding debt assumed in connection with Omnicom’s offer to exchange all outstanding notes of certain series issued by the IPG. The following table summarizes the purchase consideration:

Fair value of shares issued to IPG shareholders ¹	\$8,891.2
Cash paid for fractional shares	\$0.3
Fair value of equity awards ²	\$2.0
Total Consideration	\$8,893.5

1) The fair value of shares issued reflects the number of IPG shares outstanding at the Closing Date multiplied by the Exchange Ratio and Omnicom’s closing share price on the Closing Date.

2) Represents the fair value of director awards that were settled as part of the closing consideration through the issuance of shares and assumed stock option awards.

Preliminary Purchase Price Allocation

The following table summarizes the preliminary fair values of the tangible and identifiable assets acquired and liabilities assumed as of the Closing Date:

Cash and Cash equivalents	\$1,080.6	Accounts payable	\$7,065.4
Accounts receivable	5,753.5	Customer advances	715.8
Work in process	2,227.6	Short-term debt	42.4
Assets held for sale	264.7	Liabilities held for sale	106.5
Other current Assets	571.6	Other current liabilities	1,673.8
Property and equipment	251.6	Long-term liabilities	432.7
Operating lease right-of-use assets	597.9	Long-term liability - operating leases	876.4
Equity Method Investments	41.8	Long-term debt	2,764.9
Intangible assets	4,591.4	Deferred tax liabilities, net	1,093.4
Other Assets	701.3	Non-controlling interests	211.7
Total Assets	\$16,082.0	Redeemable non-controlling interest	11.2
		Total Liabilities and Non-controlling interest	\$14,994.2
		Fair value of net assets acquired	\$1,087.8
		Goodwill	7,805.7
		Total Consideration	\$8,893.5

The purchase accounting process has not been completed as of March 31, 2026, including the finalization of the purchase price allocation. The Company has not yet finalized the valuation of certain assets acquired and liabilities assumed, including identifiable intangible assets. The preliminary fair values of identifiable assets as of March 31, 2026 include Trade names of \$792.0 million, Customer relationships of \$3,616.0 million, and Technology and other of \$183.4 million. During the first quarter, the adjustments to goodwill related primarily to the updates of the fair value of acquired software and deferred taxes. The purchase price allocation may be adjusted during the measurement period, which will not exceed one year from the Closing Date.

Integration and Acquisition-Related Costs

During the three months ended March 31, 2026 and 2025, the Company incurred approximately \$59.4 million of integration and acquisition related costs and \$33.8 million of acquisition related costs associated primarily with the acquisition of IPG. These costs consist mainly of third-party professional fees and were recorded within selling, general and administrative expenses in the consolidated statements of income. The Company may incur additional integration and acquisition-related costs in the future related to the acquisition of IPG.

6. Debt

Credit Facility

On November 26, 2025, the Company entered into a Fourth Amended and Restated Five Year Credit Agreement (the “Credit Agreement Amendment”), which amended and restated the Company’s Third Amended and Restated Five Year Credit Agreement, dated as of June 2, 2023. The Credit Agreement Amendment, among other things, (i) increased the unsecured multi-currency revolving credit facility (the “Credit Facility”) amount from \$2.5 billion to \$3.5 billion, (ii) reduced the facility fee and applicable margin, (iii) extended the termination date (with respect to the available commitments of the extending lenders) from June 2, 2028 to November 26, 2030 and (iv) designated Omnicom as sole borrower under the Credit Facility.

We can issue up to \$3.0 billion of U.S. Dollar denominated commercial paper under a U.S. commercial paper program, and issue up to the equivalent of \$500 million in British Pounds, Euro, or U.S. Dollars under a Euro commercial paper program. In addition, certain of our international subsidiaries have uncommitted credit lines that are guaranteed by Omnicom, aggregating \$1,124.5 million. All of these facilities provide additional liquidity sources for operating capital and general corporate purposes. During the three months ended March 31, 2026, we issued commercial paper and the average and maximum amounts outstanding during the quarter were \$261.8 million and \$632.6 million, respectively. There were no issuances of commercial paper for the three months ended March 31, 2025. At both March 31, 2026 and 2025, there were no outstanding commercial paper issuances.

The Credit Facility has a financial covenant that requires us to maintain a Leverage Ratio (as defined in the Credit Facility) of consolidated indebtedness to consolidated EBITDA (earnings before interest, taxes, depreciation, amortization and non-cash charges) of no more than 3.5 times for the most recently ended 12-month period. At March 31, 2026, we were in compliance with this covenant as our Leverage Ratio, computed in accordance with the terms of the facility, was 2.5 times. The Credit Facility does not limit our ability to declare or pay dividends or repurchase our common stock.

Short-Term Debt

Short-term debt of \$67.4 million and \$62.0 million at March 31, 2026 and December 31, 2025, respectively, represented bank overdrafts and short-term borrowings primarily of our international subsidiaries.

Long-Term Debt

Long-term debt:

	March 31, 2026	December 31, 2025
3.600% Senior Notes due 2026	\$ —	\$ 1,400.0
€500 million 0.800% Senior Notes due 2027	575.5	588.7
4.650% Senior Notes (Exchange/IPG) due 2028	500.0	500.0
4.200% Senior Notes due 2029	400.0	—
2.450% Senior Notes due 2030	600.0	600.0
4.200% Senior Notes due 2030	600.0	600.0
4.750% Senior Notes (Exchange/IPG) due 2030	650.0	650.0
€500 million 1.400% Senior Notes due 2031	575.5	588.7
2.400% Senior Notes (Exchange/IPG) due 2031	500.0	500.0
2.600% Senior Notes due 2031	800.0	800.0
€600 million 3.700% Senior Notes due 2032	690.5	706.4
£325 million 2.250% Senior Notes due 2033	430.9	439.1
5.000% Senior Notes due 2033	700.0	—
5.375% Senior Notes (Exchange/IPG) due 2033	300.0	300.0
€600 million 3.850% Euro Notes due 2034	690.5	—
5.300% Senior Notes due 2034	600.0	600.0
5.300% Senior Note due 2036	600.0	—
3.375% Senior Notes (Exchange/IPG) due 2041	500.0	500.0
5.400% Senior Notes (Exchange/IPG) due 2048	500.0	500.0
Long-Term Debt, Gross	10,212.9	9,272.9
Unamortized discount	(192.7)	(192.3)
Unamortized debt issuance costs	(42.7)	(25.9)
Unamortized deferred loss from settlement of interest rate swap	—	(0.2)
Long-Term Debt, including current portion	9,977.5	9,054.5
Current portion	—	(1,399.5)
Long-Term Debt	\$ 9,977.5	\$ 7,655.0

On March 2, 2026, Omnicom closed its public offering of \$400 million aggregate principal amount of 4.200% Senior Notes due 2029, \$700 million aggregate principal amount of 5.000% Senior Notes due 2033 and \$600 million aggregate principal amount of 5.300% Senior Notes due 2036. In addition, on March 2, 2026, Omnicom Finance Holdings plc, a U.K.-based wholly-owned subsidiary of Omnicom ("OFH") closed its public offering of €600 million aggregate principal amount of 3.850% Senior Notes due 2034, which are fully and unconditionally guaranteed by Omnicom. Omnicom used a portion of the net proceeds of these offerings to repay its \$1.4 billion 3.600% Senior Notes due 2026, which were fully redeemed at par on March 13, 2026. Omnicom intends to use the remaining proceeds for general corporate purposes.

Omnicom fully and unconditionally guaranteed the obligations of OFH, with respect to the €500 million 0.80% Senior Notes due 2027, the €500 million 1.40% Senior Notes due 2031, the €600 million 3.70% Senior Notes due 2032, and the €600 million 3.850% Senior Notes due 2034 (collectively the "Euro Notes"). OFH's assets consist of its investments in several wholly owned finance companies that function as treasury centers, providing funding for various operating companies in Europe, Australia, and other countries in the Asia-Pacific region. The finance companies' assets consist of cash and cash equivalents and intercompany loans that they make or have made to the operating companies in their respective regions and the related interest receivable. There are no restrictions on the ability of Omnicom or OFH to obtain funds from their subsidiaries through dividends, loans, or advances. The Euro Notes and the related guarantees are senior unsecured obligations that rank equal in right of payment with all existing and future unsecured senior indebtedness of OFH and Omnicom, respectively.

Omnicom has fully and unconditionally guaranteed the obligations of Omnicom Capital Holdings plc, or OCH, a U.K.-based wholly owned subsidiary of Omnicom, with respect to the £325 million aggregate principal amount of 2.25% Senior Notes due 2033 (the "Sterling Notes"). OCH's assets consist of its investments in several wholly owned finance companies that function as treasury centers, providing funding for various operating companies in EMEA, Australia, and other countries in the Asia-Pacific region. The finance companies' assets consist of cash and cash equivalents and intercompany loans that they make or have made to the operating companies in their respective regions and the related interest receivable. There are no restrictions on the ability of Omnicom or OCH to obtain funds from their subsidiaries through dividends, loans, or advances. The Sterling Notes and the related

guarantee are senior unsecured obligations that rank equal in right of payment with all existing and future unsecured senior indebtedness of OCH and Omnicom, respectively.

7. Segment Reporting

Our branded agency networks operate in the advertising, marketing and corporate communications services industry, and are organized into agency networks, virtual client networks, regional reporting units and operating groups or connected capabilities. Our networks, virtual client networks and agencies increasingly share clients and provide clients with integrated services. The main economic components of each agency are employee compensation and related costs, direct service costs and occupancy and other costs which include rent and occupancy costs, technology costs and overhead expenses. Therefore, given these similarities, we aggregate our four operating segments, which are our global agency networks, into one reporting segment. The chief operating decision maker, or CODM, reviews segment operating income for each network and allocates resources accordingly. Beginning in December of 2025, we integrated the newly acquired IPG businesses into our existing four networks. The CODM includes Omnicom's chief executive officer, chief financial officer and chief operating officer.

Segment operating results include allocations of costs, including information technology, and other shared services costs, that are allocated using metrics designed to correlate the allocation with consumption.

Segment revenue, segment operating expenses and segment operating income of our operating segments:

	Three Months Ended March 31,	
	2026	2025
Revenue	\$ 6,242.9	\$ 3,690.4
Segment Operating Expenses:		
Salary and service costs:		
Salary and related costs	\$ 3,061.6	\$ 1,780.5
Third-party service costs	1,365.7	796.8
Third-party incidental costs	212.3	169.0
Total salary and service costs	4,639.6	2,746.3
Occupancy and other costs	527.3	314.6
Segment cost of services	5,166.9	3,060.9
Selling, general and administrative expenses	165.1	84.1
Depreciation and amortization	166.9	59.0
Total segment operating expenses	5,498.9	3,204.0
Segment Operating Income	\$ 744.0	\$ 486.4

Reconciliation of segment operating income to income before income taxes and income (loss) from equity method investments:

	Three Months Ended March 31,	
	2026	2025
Segment Operating Income	\$ 744.0	\$ 486.4
Severance and repositioning costs	4.1	—
Loss on assets held for sale and dispositions	34.3	—
Integration and acquisition related costs	59.4	33.8
Operating Income	646.2	452.6
Interest Expense	119.0	59.1
Interest Income	47.0	29.7
Income Before Income Taxes and Income (Loss) From Equity Method Investments	\$ 574.2	\$ 423.2

We reconcile segment operating income to income before income taxes and income (loss) from equity method investments as income tax expense is reviewed at the consolidated level and the segment managers are not held accountable for performance of net income.

The agency networks' regional reporting units comprise three principal regions: the Americas, EMEA and Asia-Pacific. The regional reporting units monitor the performance and are responsible for the agencies in their region. Agencies within the regional reporting units serve similar clients in similar industries and, in many cases, the same clients and have similar economic characteristics.

Revenue and long-lived assets and goodwill by geographic region:

	Americas		EMEA		Asia-Pacific	
	<u>March 31, 2026</u>					
Revenue - Three months ended	\$	4,081.2	\$	1,583.2	\$	578.5
Long-lived assets and goodwill	\$	16,082.8	\$	4,170.1	\$	777.3
	<u>March 31, 2025</u>					
Revenue - Three months ended	\$	2,207.9	\$	1,065.8	\$	416.7
Long-lived assets and goodwill	\$	8,135.0	\$	3,813.2	\$	691.1

8. Income Taxes

Our effective tax rate for the first quarter of 2026 was 26.9% compared to 28.5% for the first quarter of 2025. The decrease was primarily due to the non-deductibility of certain integration and acquisition related costs in connection with the Merger that impacted the effective tax rate in 2025. The effective tax rate for 2026 reflects the impact of the lower tax benefit associated with severance and repositioning charges and IPG acquisition related costs.

Numerous foreign jurisdictions have enacted legislation to adopt a minimum effective tax rate described in the Global Anti-Base Erosion, or Pillar Two, model rules issued by the Organization for Economic Co-operation and Development ("OECD"). Under such rules, a minimum effective tax rate of 15% applies to multinational companies with consolidated revenue above €750 million.

Under the Pillar Two rules, a company is required to determine a combined effective tax rate for all entities located in a jurisdiction. If the jurisdictional effective tax rate determined under the Pillar Two rules is less than 15%, a top-up tax will be due to bring the jurisdictional effective tax rate up to 15%. We are continuing to monitor Pillar Two legislative developments and the effects of Pillar Two on our business.

On January 5, 2026, the OECD released comprehensive administrative guidance on the "side-by-side system" to streamline Pillar Two's global minimum tax rules, which would exclude U.S. parented groups from certain Pillar Two provisions in recognition of existing U.S. minimum tax rules. The side-by-side safe harbor election will be effective beginning in 2026, once adopted into domestic legislation, with the transitional safe harbor extended through 2027 to facilitate the implementation of this permanent system. Overall, the rules are not expected to have a material adverse impact on our results of operations, financial position, or cash flows.

On July 4, 2025, the One Big Beautiful Bill Act was signed into law in the U.S., which contains a broad range of tax reform provisions affecting businesses. The legislation does not have a material impact on our financial statements.

At March 31, 2026, our gross unrecognized tax benefits were \$441.3 million. Of this amount, approximately \$423.7 million would affect our effective tax rate upon resolution of the uncertain tax positions.

9. Pension and Other Postemployment Benefits

Pension and other postemployment benefits net periodic benefit expense:

	Defined Benefit Pension Plans				Postemployment Arrangements			
	Three Months Ended March 31,				Three Months Ended March 31,			
	2026		2025		2026		2025	
Service cost	\$	1.7	\$	1.5	\$	0.5	\$	0.5
Interest cost		2.3		1.8		1.3		1.4
Expected return on plan assets		—		(0.2)		—		—
Amortization of prior service cost		1.1		0.8		0.7		0.9
Amortization of actuarial losses		(0.6)		0.5		—		—
Total net periodic benefit expense	\$	4.5	\$	4.4	\$	2.5	\$	2.8

In each of the three months ended March 31, 2026 and 2025, we contributed \$0.2 million and \$0.1 million, respectively, to the defined benefit pension plans.

10. Severance and Repositioning Costs

Severance and repositioning costs incurred during the three months ended March 31, 2026 reflect adjustments to estimates for actions taken during the year ended December 31, 2025 related to the Merger with IPG. Total costs of \$4.1 million consist of severance and employee-related termination benefits, as well as real estate repositioning costs.

The following table summarizes activity during the period related to adjustments to liabilities for severance and contract terminations and other, which are expected to be settled in cash. In addition, real estate write downs of \$1.4 million were recorded during the period, which is a non-cash charge.

	Liability at December 31, 2025	Expense	Cash Payments	Liability at March 31, 2026
Severance	\$ 539.4	\$ 2.7	\$ (192.2)	\$ 349.9
Contract Terminations and Other	80.4	—	(3.6)	76.8
Total severance and contract terminations and other	\$ 619.8	\$ 2.7	\$ (195.8)	\$ 426.7

11. Loss on Assets Held for Sale or Dispositions of Subsidiaries

During the fourth quarter of 2025, management determined that the assets and liabilities of certain businesses planned for disposition in the next twelve months, primarily within the Advertising and Experiential & Other (formerly, Execution & Support) disciplines, met the criteria to be classified as held for sale. Accordingly, these businesses were recorded at net realizable value - fair value less cost to sell. The disposals do not represent a strategic shift that has or will have a major effect on our operations or financial results and therefore do not qualify for discontinued operations presentation.

During the first quarter of 2026, we identified additional businesses for disposition as part of our ongoing review of our strategic position. We recorded impairment charges of \$34.3 million to write down the businesses identified for disposition to net realizable value. Fair value was determined using discounted cash flow analyses, supplemented by observable market inputs where available. These charges were recorded in loss on assets held for sale and disposition of subsidiaries in the consolidated statements of income. In addition, we closed on the sale of certain legacy IPG businesses and recorded an adjustment to goodwill (see Note 5 to the consolidated financial statements).

The following table presents the major classes of assets and liabilities classified as held for sale and included in the consolidated balance sheet as of March 31, 2026. Assets and liabilities classified as held for sale are presented separately within current assets and current liabilities, respectively, in the consolidated balance sheet as of March 31, 2026.

	March 31, 2026	December 31, 2025
Assets Held for Sale or Disposition		
Accounts receivable	\$ 405.3	\$ 623.4
Work in process	141.8	240.7
Other current assets	135.4	116.8
Property and Equipment, net	13.5	13.1
Other assets	15.6	18.2
Total Assets Held for Sale or Disposition	\$ 711.6	\$ 1,012.2
Liabilities Held for Sale or Disposition		
Accounts payable	\$ 524.6	\$ 669.7
Customer advances	254.2	377.5
Other current liabilities	193.5	213.8
Total Liabilities Held for Sale or Disposition	\$ 972.3	\$ 1,261.0

12. Supplemental Cash Flow Data

Change in operating capital:

	Three Months Ended March 31,	
	2026	2025
(Increase) decrease in accounts receivable	\$ 1,863.5	\$ 1,128.1
(Increase) decrease in work in process and other current assets	(504.5)	(344.6)
Increase in accounts payable	(2,420.0)	(1,847.5)
(Decrease) in customer advances, taxes payable and other current liabilities	(80.4)	(67.9)
Change in other assets and liabilities, net	(68.7)	(41.4)
Increase (decrease) in operating capital	\$ (1,210.1)	\$ (1,173.3)

Supplemental financial information:

Income taxes paid	\$ 91.4	\$ 67.1
Interest paid	\$ 103.5	\$ 33.6

Non-cash increase in lease liabilities:

Operating leases	\$ 18.4	\$ 37.1
Finance leases	\$ 5.1	\$ 8.0

13. Commitments and Contingent Liabilities

In the ordinary course of business, we are involved in various legal proceedings. We do not presently expect that such proceedings will have a material adverse effect on our results of operations or financial position.

14. Accumulated Other Comprehensive Income (Loss)

Changes in accumulated other comprehensive income (loss), net of income taxes:

	Cash Flow Hedge	Defined Benefit Pension Plans and Postemployment Arrangements	Foreign Currency Translation	Total
Three Months Ended March 31, 2026				
January 1	\$ (1.3)	\$ (40.2)	\$ (1,224.3)	\$ (1,265.8)
Other comprehensive income (loss) before reclassifications	—	—	(52.5)	(52.5)
Reclassification from accumulated other comprehensive income (loss)	0.9	3.5	—	4.4
March 31	\$ (0.4)	\$ (36.7)	\$ (1,276.8)	\$ (1,313.9)
Three Months Ended March 31, 2025				
January 1	\$ (5.0)	\$ (25.5)	\$ (1,445.4)	\$ (1,475.9)
Other comprehensive income (loss) before reclassifications	—	—	78.7	78.7
Reclassification from accumulated other comprehensive income (loss)	1.0	0.4	—	1.4
March 31	\$ (4.0)	\$ (25.1)	\$ (1,366.7)	\$ (1,395.8)

15. Fair Value

Financial assets and liabilities measured at fair value on a recurring basis:

	March 31, 2026			Total
	Level 1	Level 2	Level 3	
Assets:				
Cash and cash equivalents	\$ 4,288.1			\$ 4,288.1
Marketable equity securities	\$ 0.8			\$ 0.8
Cross currency swaps - net investment hedge		\$ 5.8		5.8
Liabilities:				
Contingent purchase price obligations			\$ 235.9	\$ 235.9

December 31, 2025

	Level 1	Level 2	Level 3	Total
Assets:				
Cash and cash equivalents	\$ 6,881.1			\$ 6,881.1
Marketable equity securities	0.9			0.9
Cross currency swaps - net investment hedge		\$ 7.1		7.1
Liabilities:				
Contingent purchase price obligations			\$ 214.9	214.9

Changes in contingent purchase price obligations:

	Three Months Ended March 31,	
	2026	2025
January 1	\$ 214.9	\$ 220.1
Acquisitions	20.7	2.8
Revaluation and interest	3.6	3.1
Payments	(2.8)	(2.8)
Foreign currency translation	(0.5)	(0.1)
March 31	\$ 235.9	\$ 223.1

Carrying amount and fair value of our financial assets and liabilities:

	March 31, 2026		December 31, 2025	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Assets:				
Cash and cash equivalents	\$ 4,288.1	\$ 4,288.1	\$ 6,881.1	\$ 6,881.1
Marketable equity securities	0.8	0.8	0.9	0.9
Non-marketable equity securities	61.5	61.5	62.1	62.1
Cross currency swaps - net investment hedge	5.8	5.8	7.1	7.1
Liabilities:				
Short-term debt	\$ 67.4	\$ 67.4	\$ 62.0	\$ 62.0
Contingent purchase price obligations	235.9	235.9	214.9	214.9
Long-Term Debt	9,977.5	9,556.3	9,054.5	8,818.9

The estimated fair value of the foreign currency derivatives and the cross-currency swaps are determined using model-derived valuations, taking into consideration foreign currency rates, interest rates, and counterparty credit risk. The estimated fair value of the contingent purchase price obligations is calculated in accordance with the terms of each acquisition agreement and is discounted. The fair value of long-term debt is based on quoted market prices.

16. Accelerated Share Repurchase

From time to time, our Board of Directors authorizes the repurchase of shares of our common stock. In February 2026, the Board authorized the repurchase of up to \$5.0 billion of our common stock. Pursuant to this authorization, we also entered into an accelerated share repurchase ("ASR") program to repurchase approximately \$2.5 billion of our common stock.

Share repurchases for the three months ended March 31, 2026 of 28.3 million were primarily related to our accelerated stock repurchase program and also include shares surrendered by employees to satisfy tax withholding obligations in connection with restricted stock awards issued to employees. The forward purchase of additional shares under the ASR is included as a reduction to APIC as of the three months ended March 31, 2026.

17. Subsequent Events

We have evaluated events subsequent to the balance sheet date and determined that there have not been any events that have occurred that would require additional adjustments to, or disclosures in, these unaudited consolidated financial statements.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

(Dollars in tables in millions, except per share amounts.)

FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements, including statements within the meaning of the Private Securities Litigation Reform Act of 1995, as amended. In addition, from time to time, we or our representatives have made, or may make, forward-looking statements, orally or in writing. These statements may discuss goals, intentions and expectations as to future plans, trends, events, results of operations or financial condition, or otherwise, based on current beliefs of management as well as assumptions made by, and information currently available to management. Forward-looking statements may be accompanied by words such as “aim”, “anticipate”, “believe”, “plan”, “could”, “should”, “would”, “estimate”, “expect”, “forecast”, “future”, “guidance”, “intend”, “may”, “will”, “possible”, “potential”, “predict”, “project” or similar words, phrases or expressions. These forward-looking statements are subject to various risks and uncertainties, many of which are outside of our control. Therefore, you should not place undue reliance on such statements. Factors that could cause actual results to differ materially from those in the forward-looking statements include:

- risks relating to the completed merger (the “Merger”) between us and The Interpublic Group of Companies, Inc. (“IPG”), including risks related to the integration of IPG’s business, such as, among others: uncertainties associated with retaining key management and other employees; potential disruptions to client, vendor, and business partner relationships; the risk that integration activities may be more time-consuming, complex, or costly than expected; the possibility that anticipated synergies, efficiencies, and other benefits of the Merger may not be realized, or may be realized more slowly than anticipated; and risks associated with managing a larger, more complex combined organization and effectively integrating systems, processes, operations, and cultures;
- adverse economic conditions, including geopolitical events, international hostilities, acts of terrorism, public health crises, inflation or stagflation, tariffs and other trade barriers, central bank interest rate policies in countries that comprise our major markets, labor and supply chain issues affecting the distribution of our clients’ products, or a disruption in the credit markets;
- international, national or local economic conditions that could adversely affect us or our clients;
- reductions in client spending, a slowdown in client payments or a deterioration or disruption in the credit markets;
- the ability to attract new clients and retain existing clients in the manner anticipated;
- changes in client marketing and communications services requirements;
- failure to manage potential conflicts of interest between or among clients;
- unanticipated changes related to competitive factors in the marketing and communications services industries;
- unanticipated changes to, or an inability to hire and retain, key personnel;
- currency exchange rate fluctuations;
- reliance on information technology systems and risks related to cybersecurity incidents;
- effective management of the risks, challenges and efficiencies presented by utilizing artificial intelligence, or AI, technologies and related partnerships in our business, and their use by our competitors;
- failure to adapt to technological developments;
- our liquidity, long-term financing needs, credit ratings and access to capital markets;
- changes in legislation or governmental regulations affecting us or our clients;
- losses on media purchases and production costs incurred on behalf of clients;
- risks associated with assumptions we make in connection with our acquisitions, critical accounting estimates and legal proceedings;
- Our international operations, which are subject to the risks of currency repatriation restrictions, social or political conditions and an evolving regulatory environment in high-growth markets and developing countries;
- risks related to our environmental, social and governance goals and initiatives, including impacts from regulators and other stakeholders, and the impact of factors outside of our control on such goals and initiatives;
- changes in tax rates, tax laws, regulations or interpretations, or adverse outcomes of tax audits or proceedings; and
- other business, financial, operational and legal risks and uncertainties detailed from time to time in our filings with the Securities and Exchange Commission (“SEC”).

The foregoing list of factors is not exhaustive. You should carefully consider the foregoing factors and the other risks and uncertainties that may affect the Company’s business, including those described in Item 1A, “Risk Factors” and Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our Annual Report on Form 10-K for the year ended December 31, 2025 (the “2025 10-K”), and in Item 2, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in this report and in other documents filed from time to time with the Securities and Exchange Commission. Except as required under applicable law, we do not assume any obligation to update these forward-looking statements.

EXECUTIVE SUMMARY

The unaudited consolidated financial statements and related notes to the unaudited consolidated financial statements, including our critical accounting estimates, and the related Management's Discussion and Analysis of Financial Condition and Results of Operations included in this report, should be read in conjunction with our 2025 Form 10-K.

Merger with IPG

On November 26, 2025 (the "Closing Date"), Omnicom completed its Merger with IPG. Omnicom is the acquirer of IPG under U.S. generally accepted accounting principles ("U.S. GAAP"), and as a result, the consolidated financial statements of Omnicom for periods prior to the Closing Date do not include the results of operations, financial position, or cash flows of IPG. The results of operations of IPG are included in Omnicom's consolidated financial statements only from the Closing Date forward. Accordingly, Omnicom's results of operations, financial condition and cash flows after the Closing Date are not comparable to prior periods due to the inclusion of IPG's results from the Closing Date (see Note 5 to the consolidated financial statements).

Risks and Uncertainties

Global economic disruptions, including geopolitical events, international hostilities, acts of terrorism, public health crises, inflation or stagflation, tariffs and other trade barriers, central bank interest rate policies in our major markets, and labor or supply chain challenges, could contribute to economic uncertainty and volatility. The impact of these conditions on our business may vary by geographic market and service discipline. We monitor macroeconomic conditions, client revenue levels, and other relevant factors and may take actions to align our cost structure with changes in client demand and to manage working capital. However, there can be no assurance that such actions will be sufficient to mitigate the effects of adverse economic conditions, reductions in client spending, changes in client creditworthiness, or other developments.

Our Business

Omnicom is a strategic holding company that operates through global networks, connected capabilities and specialized agencies, which connect its comprehensive portfolio of companies to deliver marketing, sales, communications, and commerce services to many of the largest global companies. Our products and service offerings support client objectives across our primary focus areas: media, data, commerce, CRM, content, creativity and AI.

Omnicom's agencies integrate data, creativity, and technology to deliver coordinated marketing, communications, and commerce solutions. All of our agencies are supported by our integrated technology platform: Omni, which includes Acxiom and Interact which were acquired from IPG and Flywheel Commerce Cloud, respectively, as well as privacy-focused identity and data management capabilities. These capabilities include the integration of emerging AI-based tools, such as generative AI, into planning, creative advertising, media, and analytics workflows.

Omnicom client teams collaborate and accelerate client-service innovation through two integral enterprise-wide solutions: the Global Growth Team (GGT) and our Client Success Leaders (CSLs). GGT ensures an integrated, enterprise-level view of client needs and innovative solutions across new business development. CSLs manage our agency's capabilities, providing holistic, tailored solutions across our service lines for individual client strategies and key performance indicators (KPIs) to enable client success.

Our global networks include: Omnicom Advertising (OA), Omnicom Media (OM), the DAS Group of Companies (DAS), and the Communications Consultancy Network (CCN). OA includes our creative brands, BBDO, TBWA, and McCann, which we acquired from IPG, and the brands included within the Advertising Collective. OM includes OMD, PHD, Hearts & Sciences, as well as UM, Acxiom, Initiative and Mediahub, which we acquired from IPG. DAS includes Omnicom Precision Marketing and MRM, which we acquired from IPG and Omnicom Health, which includes IPG Health. CCN includes FleishmanHillard and Ketchum, as well as Golin and Weber Shandwick, which we acquired from IPG.

On a global, pan-regional, and local basis, our agencies provide a comprehensive range of services across our fundamental disciplines. Beginning in 2026, we realigned our disciplines as follows and as described below: Integrated Media, Advertising, Health, Public Relations, and Experiential & Other. The classification of certain services and prior period amounts have been reclassified to conform to the current period presentation.

Integrated Media includes strategic media planning and buying, performance media and audience-based solutions, as well as digital commerce and data and identity solutions. It also includes proprietary data, analytics, and precision marketing capabilities and automated content delivery solutions. Advertising includes creative, brand development, and integrated advertising services across digital and traditional channels, supporting clients' brand strategy and communications needs. Health includes specialized medical communications, market access strategy and other services to global health and pharmaceutical companies. Public Relations services include corporate communications, crisis management, public affairs, and media relations services. Experiential & Other includes experiential design and execution, live and digital events, and entertainment and sports marketing, as well as consulting, branding, and design services. It also includes field marketing, merchandising, custom communications and training, and other specialized marketing and support services.

Our geographic markets include the Americas, which includes North America and Latin America, Europe, the Middle East and Africa (EMEA), and Asia-Pacific.

Our business model was built and continues to evolve around our clients. While our networks, connected capabilities and agencies operate under different names and frame their ideas in different disciplines, we organize our services around our clients. Our Omni platform integrates data and technology in support of the services provided by all of our disciplines. Our fundamental business principle is that our clients' specific requirements are the central focus of how we structure our service offerings and allocate our resources. This client-centric business model requires that multiple agencies and disciplines within Omnicom collaborate in formal client networks, such as our CSLs and GGT, as well as informal virtual client networks, resulting in a client matrix organization structure. This collaboration allows us to execute our clients' marketing requirements in a consistent and comprehensive manner. We use our client-centric approach to grow our business by expanding our service offerings to existing clients, moving into new markets and obtaining new clients. In addition, we pursue selective acquisitions of complementary companies with strong entrepreneurial management teams that could fill gaps in our service delivery to our existing clients.

Generative AI and agentic AI have, and we believe will continue to have, a significant impact on how we provide services to our clients and how we enhance the productivity of our people. As the marketing industry adjusts to the evolving AI landscape, we seek to leverage these technologies to better serve our clients and maintain our competitive advantage. In January 2026, we unveiled our next generation of Omni, our proprietary marketing intelligence platform. Omni integrates our connected capabilities, high-quality and comprehensive identity and data infrastructure, and cutting-edge AI into a single operating system that we believe will give our clients a unified foundation to connect strategy, execution, and performance across their entire marketing ecosystem.

As we continue to make investments in new technologies, we remain committed to responsible AI practices and collaboration to harness AI's potential, while evaluating related risks, such as ethical considerations, public perception and reputational concerns, intellectual property protection, regulatory compliance, privacy and data security concerns and our ability to effectively adopt this new emerging technology.

Our clients operate in virtually every sector of the global economy. For the twelve months ended March 31, 2026, our largest client accounted for 2.2% of our revenue, and our 100 largest clients, which represent many of the world's major marketers, accounted for approximately 52.5% of our revenue. Our clients operate in virtually every sector of the global economy with no one industry representing more than 19% of our revenue for the three months ended March 31, 2026.

Although our revenue is generally balanced between the United States and international markets and we have a large and diverse client base, we are not immune to general economic downturns.

Global economic conditions and disruptions have a direct impact on our business and financial performance. Adverse global economic conditions and disruptions pose a risk that our clients may reduce, postpone or cancel spending on marketing and communications services, which would reduce the demand for our services. Revenue is typically lower in the first and third quarters and higher in the second and fourth quarters, reflecting client spending patterns during the year, as well as additional project work that usually occurs in the fourth quarter. Certain global events targeted by major marketers for advertising expenditures, such as the FIFA World Cup and the Olympics, and certain national events, such as the U.S. election process, may affect our revenue year-over-year in certain businesses. Typically, these events do not have a significant impact on our revenue in any period.

Given our size and breadth, we monitor several financial indicators. The KPIs that we focus on are revenue growth and variability of operating expenses.

We analyze revenue growth by reviewing the components and mix of the growth, including growth by principal regional market, connected capabilities and marketing disciplines, the impact from foreign currency exchange rate changes, and growth from our largest clients. Operating expenses primarily consist of cost of services, selling, general and administrative expenses, or SG&A, and depreciation and amortization, and are analyzed for each network by the Chief Operating Decision Maker, who allocates resources accordingly.

Financial Performance

Worldwide revenue for the three months ended March 31, 2026 increased \$2,552.5 million, or 69.2%, to \$6,242.9 million, compared to \$3,690.4 million in the prior-year-period. Our performance benefited from the Merger, as the first quarter of 2026 represents the first full quarter of results including IPG following the Closing Date. The year-over-year increase in worldwide revenue reflected worldwide constant currency growth (defined below) of \$2,378.3 million, or 64.4% and a favorable impact from foreign exchange rates of \$174.2 million, which increased revenue by 4.8%.

The mix of our revenue did not change substantially as a result of the Merger. Across our disciplines, revenue increased as follows year-over-year: Integrated Media, \$1,173.0 million, Advertising, \$385.6 million, Public Relations, \$286.7 million, Health, \$337.5 million, and Experiential & Other, \$369.7 million.

Worldwide revenue increased across our geographic markets for the three months ended March 31, 2026, compared to the three months ended March 31, 2025, as follows, and was primarily driven by the acquisition of IPG: North America, \$1,773.6

million, Latin America, \$99.7 million, Europe, \$444.0 million, Middle East and Africa, \$73.4 million, and Asia-Pacific, \$161.8 million.

The table below presents worldwide organic growth period to period compared to the combined basis, net of businesses held for sale or disposition (as defined below).

The components of period-over-period revenue change:

	2025 Revenue ¹	Less: Dispositions & Held for Sale	Core Operations ¹	
			\$	% Growth
Combined revenue for the three months ended March 31, 2025²	\$ 6,013.0	\$ 748.3	\$ 5,264.7	
Components of revenue change:				
Foreign exchange rate impact	174.2	29.9	144.2	2.7 %
Net effect of dispositions	(151.0)	(151.0)	—	— %
Organic growth	206.7	—	206.7	3.9 %
Revenue for the three months ended March 31, 2026²	\$ 6,242.9	\$ 627.2	\$ 5,615.7	6.7 %

1) Core Operations, net of dispositions and held for sale, excludes revenue of: businesses that have been disposed of or are classified as held for sale. Amounts for periods prior to the Closing Date are calculated on a combined basis for Omnicom and IPG.

2) Represents combined Omnicom and IPG revenue for the prior year period. The \$6.0 billion is comprised of the Omnicom's reported revenue of \$3.7 billion and IPG's reported revenue of \$2.3 billion, for the three months March 31, 2025 and is provided for comparative purposes. This information has been prepared for informational purposes only and does not represent pro forma financial information prepared in accordance with Article 11 of Regulation S-X. Accordingly, such information does not purport to represent what the Company's revenue would have been had the acquisition occurred at an earlier date and should not be considered indicative of future performance.

Revenue from Core Operations increased \$350.9 million, or 6.7% as compared to the combined Core Operations revenue for the prior-year-period. This was driven by organic growth of 3.9% and a positive impact from foreign exchange rate of \$144.2 million, or 2.7%. Revenue from businesses that were either disposed of or classified as held for sale as of March 31, 2026 contributed \$627.2 million of revenue in the current period.

The components and percentages are calculated as follows:

- **Foreign exchange rate impact** is calculated by translating the current period's local currency revenue using the prior period average exchange rates to derive current period constant currency revenue. The foreign exchange rate impact is the difference between the current period revenue in U.S. Dollars and the current period constant currency revenue.
- **Organic growth** is calculated by subtracting the foreign exchange rate impact from total revenue growth, which is equal to the current period revenue from Core Operations minus the prior period revenue from Core Operations.
- **Percentage growth** is calculated by dividing the individual amount by the prior period Core Operations revenue base.

When we use the term Constant currency growth it refers to the change in revenue in the period, excluding the effects of foreign currency exchange rate fluctuations. This measure is calculated by adjusting current period revenue to eliminate the impact of changes in foreign exchange rates and comparing the resulting amount to prior-year revenue.

Changes in the value of foreign currencies against the U.S. Dollar affect our results of operations and financial position. For the most part, because the revenue and expense of our foreign operations are both denominated in the same local currency, the economic impact on operating margin is minimized. Assuming exchange rates at March 31, 2026 remain unchanged, we expect the changes in foreign exchange rates will positively impact our revenue by 3.0% for the second quarter and positively impact our revenue by 1.0% for the full year.

In the normal course of business, our agencies both gain and lose business from clients each year due to a variety of factors. Under our client-centric approach, we seek to broaden our relationships with all of our clients. Our largest client represented 2.2% and 2.7% of revenue for the twelve months ended March 31, 2026 and 2025, respectively. Our ten largest and 100 largest clients represented 16.4% and 52.5% of revenue for the twelve months ended March 31, 2026, respectively, and 19.1% and 53.6% of revenue for the twelve months ended March 31, 2025, respectively.

A summary of our consolidated results of operations period-over-period:

	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
Revenue	\$ 6,242.9	\$ 3,690.4	\$ 2,552.5	69.2 %
Operating Income ²	\$ 646.2	\$ 452.6	\$ 193.6	42.8 %
Operating Margin ²	10.4%	12.3%		(1.9)%
Net Income - Omnicom Group Inc. ²	\$ 405.2	\$ 287.7	\$ 117.5	40.8 %
Net Income per Share - Omnicom Group Inc.: Diluted ^{2,3}	\$ 1.35	\$ 1.45	\$ (0.10)	(6.9)%
EBITA ^{1,2,3}	\$ 763.6	\$ 474.4	\$ 289.2	61.0 %
EBITA Margin % ^{1,2,3,4}	12.2%	12.9%		(0.7)%

1) Reconciliation of Non-GAAP Financial Measures on page 27.

2) For the three months ended March 31, 2026, operating expenses included \$4.1 million (\$3.1 million after-tax), related to repositioning costs, primarily related to severance actions in connection with the Merger, and \$34.3 million (\$27.8 million after-tax) of losses on dispositions of certain businesses in connection with the Merger (see Notes 10 and 11 to the unaudited consolidated financial statements). In addition, included in selling, general and administrative expenses for the three months ended March 31, 2026, are integration and acquisition related costs of \$59.4 million (\$46.7 million after-tax), related to the Merger. The net impact of these items reduced operating income for the three months ended March 31, 2026, by \$97.8 million (\$77.6 million after-tax), which reduced diluted net income per share - Omnicom Group Inc. by \$0.26. Included in selling, general and administrative expenses for the three months ended March 31, 2025 are acquisition related expenses of \$33.8 million (\$32.7 million after-tax) in connection with the Merger, which reduced diluted net income per share - Omnicom Group Inc. by \$0.17.

3) EBITA is defined as earnings before interest, income taxes and amortization of acquired intangible assets and internally developed strategic platform assets. We believe EBITA is useful in evaluating the impact of amortization of acquired intangible assets and internally developed strategic platform assets on operating performance and allows for comparability between reporting periods. The effect of after-tax amortization of acquired intangible assets and internally developed strategic platform assets decreased diluted net income per share by \$0.29 and \$0.08 for the three months ended March 31, 2026 and 2025, respectively.

4) The effect on EBITA Margin of dispositions and assets held for sale for the three months ended March 31, 2026 was a \$627.2 million reduction to revenue and a \$27.9 million reduction to EBITA, which resulted in a 1.0% decrease in EBITA Margin.

CONSOLIDATED RESULTS OF OPERATIONS

The period-over-period change in results of operations:

	Three Months Ended March 31,		
	2026	2025	\$ Change
Revenue	\$ 6,242.9	\$ 3,690.4	\$ 2,552.5
Operating Expenses:			
Salary and service costs	4,639.6	2,746.3	1,893.3
Occupancy and other costs	527.3	314.6	212.7
Severance and repositioning costs ²	4.1	—	4.1
Loss on assets held for sale and dispositions ²	34.3	—	34.3
Cost of services	5,205.3	3,060.9	2,144.4
Selling, general and administrative expenses ²	224.5	117.9	106.6
Depreciation and amortization	166.9	59.0	107.9
Total Operating Expenses²	5,596.7	3,237.8	2,358.9
Operating Income²	646.2	452.6	193.6
Interest Expense	119.0	59.1	59.9
Interest Income	47.0	29.7	17.3
Income Before Income Taxes and Income (Loss) From Equity Method Investments	574.2	423.2	151.0
Income Tax Expense	154.6	120.7	33.9
Income (Loss) From Equity Method Investments	(0.9)	0.9	(1.8)
Net Income²	418.7	303.4	115.3
Net Income Attributed To Noncontrolling Interests	13.5	15.7	(2.2)
Net Income - Omnicom Group Inc.²	\$ 405.2	\$ 287.7	\$ 117.5
Net Income Per Share - Omnicom Group Inc.:^{2,3}			
Basic	\$ 1.36	\$ 1.46	\$ (0.10)
Diluted	\$ 1.35	\$ 1.45	\$ (0.10)
Revenue	\$ 6,242.9	\$ 3,690.4	\$ 2,552.5
Operating Margin % ²	10.4 %	12.3 %	
EBITA^{1,2,3}	\$ 763.6	\$ 474.4	\$ 289.2
EBITA Margin % ^{1,2,3,4}	12.2 %	12.9 %	(0.7)%

1) Reconciliation of Non-GAAP Financial Measures on page 27.

2) For the three months ended March 31, 2026, operating expenses included \$4.1 million (\$3.1 million after-tax), related to repositioning costs, primarily related to severance actions in connection with the Merger, and \$34.3 million (\$27.8 million after-tax) of losses on dispositions of certain businesses in connection with the Merger (see Notes 10 and 11 to the unaudited consolidated financial statements). In addition, included in selling, general and administrative expenses for the three months ended March 31, 2026, are integration and acquisition related costs of \$59.4 million (\$46.7 million after-tax), related to the Merger. The net impact of these items reduced operating income for the three months ended March 31, 2026, by \$97.8 million (\$77.6 million after-tax), which reduced diluted net income per share - Omnicom Group Inc. by \$0.26. Included in selling, general and administrative expenses for the three months ended March 31, 2025 are acquisition related expenses of \$33.8 million (\$32.7 million after-tax) in connection with the Merger, which reduced diluted net income per share - Omnicom Group Inc. by \$0.17.

3) EBITA is defined as earnings before interest, income taxes and amortization of acquired intangible assets and internally developed strategic platform assets. We believe EBITA is useful in evaluating the impact of amortization of acquired intangible assets and internally developed strategic platform assets on operating performance and allows for comparability between reporting periods. The effect of after-tax amortization of acquired intangible assets and internally developed strategic platform assets decreased diluted net income per share by \$0.29 and \$0.08 for the three months ended March 31, 2026 and 2025, respectively.

4) The effect on EBITA Margin of dispositions and assets held for sale for the three months ended March 31, 2026 was a \$627.2 million reduction to revenue and a \$27.9 million reduction to EBITA, which resulted in a 1.0% decrease in EBITA Margin.

Revenue by Discipline

To monitor the changing needs of our clients and to further expand the scope of our services to key clients, we monitor revenue across a broad range of disciplines and group them into the following categories. Our networks, connected capabilities, and agencies provide a comprehensive range of services across our principal disciplines: Integrated Media, Advertising, Health, Public Relations, and Experiential & Other.

Beginning in the first quarter of 2026, we realigned the classification of certain services and prior period amounts have been reclassified to conform to the current period presentation.

The period-over-period change in revenue and constant currency growth by discipline:

	Three Months Ended March 31,					
	2026		2025		2026 vs. 2025	
	\$	% of Revenue	\$	% of Revenue	\$ Change	% Constant Currency Growth
Integrated Media	2,978.4	47.7 %	1,805.4	48.9 %	1,173.0	60.0 %
Advertising	1,060.2	17.0 %	674.6	18.3 %	385.6	50.4 %
Public Relations	696.6	11.2 %	359.1	9.7 %	337.5	90.5 %
Health	585.7	9.4 %	299.0	8.1 %	286.7	94.1 %
Experiential & Other	922.0	14.7 %	552.3	15.0 %	369.7	63.1 %
Revenue¹	\$ 6,242.9		\$ 3,690.4		\$ 2,552.5	64.4 %

1) Revenue for the three months ended March 31, 2026, includes amounts attributable to disposals or entities classified as held for sale, consisting of \$627.2 million.

The mix of our revenue did not change substantially as a result of the Merger. Across our disciplines, revenue increased as follows year-over-year: Integrated Media, \$1,173.0 million, Advertising, \$385.6 million, Public Relations, \$286.7 million, Health, \$337.5 million, and Experiential & Other, \$369.7 million. Constant currency growth was \$2,378.4 million, or 64.4%, compared to the prior year period. Changes in foreign currency exchange rates period-over-period increased revenue \$174.2 million, or 4.7%. The increase in revenue from foreign exchange translation was primarily related to the strengthening of most currencies, including the Euro, British Pound and Australian Dollar, against the U.S. Dollar.

Revenue by Geography

The period-over-period change in revenue and constant currency growth in our geographic markets:

	Three Months Ended March 31,					
	2026		2025		2026 vs. 2025	
	\$	% of Revenue	\$	% of Revenue	\$ Change	% Constant Currency Growth
Americas:						
North America	\$ 3,885.1	62.2 %	\$ 2,111.5	57.2 %	\$ 1,773.6	83.6 %
Latin America	196.1	3.1 %	96.4	2.6 %	99.7	85.3 %
EMEA:						
Europe	1,439.0	23.1 %	995.0	27.0 %	444.0	32.4 %
Middle East and Africa	144.3	2.3 %	70.8	1.9 %	73.4	94.0 %
Asia-Pacific	578.5	9.2 %	416.7	11.3 %	161.8	34.1 %
Revenue¹	\$ 6,242.9		\$ 3,690.4		\$ 2,552.5	64.4 %

1) Revenue for the three months ended March 31, 2026, includes amounts attributable to disposals or entities classified as held for sale, consisting of \$627.2 million.

Worldwide revenue increased across our geographic markets for the three months ended March 31, 2026, compared to the three months ended March 31, 2025, as follows, and was primarily driven by the acquisition of IPG: North America, \$1,773.6 million, Latin America, \$99.7 million, Europe, \$444.0 million, Middle East and Africa, \$73.4 million, and Asia-Pacific, \$161.8 million.

North America

In North America, constant currency growth period-over-period for the three months ended March 31, 2026 was primarily driven by strong performance in the United States. The mix of our business increased in North America as a result of the Merger.

Latin America

In Latin America, constant currency growth for the three months ended March 31, 2026, compared to the prior year periods, was led by our Integrated Media discipline, including from the impact of the IPG acquisition. Growth was across countries in the region. Foreign currency exchange rate changes increased revenue in the three months ended March 31, 2026 compared to the same period in 2025, primarily as a result of the strengthening of the Mexican Peso, Brazilian Real and Columbian Peso, against the U.S. Dollar period-over-period.

EMEA

In Europe, compared to the prior year periods, constant currency growth for the three months ended March 31, 2026 was primarily due to the acquisition of IPG. Foreign currency exchange rate changes increased revenue for the three months ended March 31, 2026, primarily as a result of the strengthening of the Euro and the British Pound against the U.S. Dollar period-over-period. The mix of our business in EMEA has decreased as a result of the Merger.

In the U.K., for the three months ended March 31, 2026, constant currency growth period-over-period was 36.9%. The mix of our business in the U.K. was 9.3%, for the three months ended March 31, 2026 and 10.7%, for the three months ended March 31, 2025 as a result of the Merger.

In Continental Europe, which includes the Euro Zone and the other European countries, constant currency growth was 29.2%. Foreign currency exchange rate changes increased revenue 13.9% for the three months ended March 31, 2026, primarily as a result of the strengthening of the Euro against the U.S. Dollar period-over-period.

In the Middle East and Africa, for the three months ended March 31, 2026, constant currency growth was 94.0%, primarily due to growth across all countries in the region.

Asia-Pacific

In Asia-Pacific, constant currency growth increased for the three months ended March 31, 2026, with strong performance in all markets in the region. Foreign currency exchange rate changes increased revenue 4.7% for the three months ended March 31, 2026, primarily as a result of the strengthening of most currencies against the U.S. Dollar, including the Australian Dollar. The mix of our business in Asia-Pacific decreased as a result of the Merger.

Revenue by Industry

Revenue by type of client industry sector:

	Three Months Ended March 31,	
	2026	2025
Pharmaceuticals and Health	19 %	15 %
Food and Beverage	13 %	15 %
Auto	10 %	13 %
Financial Services	10 %	8 %
Consumer Products	9 %	9 %
Retail	7 %	6 %
Technology	7 %	7 %
Travel and Entertainment	6 %	8 %
Services	4 %	3 %
Government	3 %	4 %
Telecommunications	3 %	3 %
Oil, Gas and Utilities	2 %	2 %
Not-for-Profit	1 %	1 %
Education	1 %	1 %
Other	5 %	5 %
Total	100 %	100 %

Operating Expenses

The period-over-period change in operating expenses:

	Three Months Ended March 31,					
	2026		2025		2026 vs. 2025	
	\$	% of Revenue	\$	% of Revenue	\$ Change	% Change
Revenue	\$ 6,242.9		\$ 3,690.4		\$ 2,552.5	69.2 %
Operating Expenses:						
Salary and service costs:						
Salary and related costs	3,061.6	49.0 %	1,780.5	48.2 %	1,281.1	72.0 %
Third-party service costs	1,365.7	21.9 %	796.8	21.6 %	568.9	71.4 %
Third-party incidental costs	212.3	3.4 %	169.0	4.6 %	43.3	25.6 %
Total salary and service costs	4,639.6	74.3 %	2,746.3	74.4 %	1,893.3	68.9 %
Occupancy and other costs	527.3	8.4 %	314.6	8.5 %	212.7	67.6 %
Loss on assets held for sale and dispositions	34.3	0.5 %	—	— %	34.3	— %
Severance and repositioning costs	4.1	0.1 %	—	— %	4.1	— %
Cost of services	5,205.3		3,060.9		2,144.4	70.1 %
Selling, general and administrative expenses	224.5	3.6 %	117.9	3.2 %	106.6	90.4 %
Depreciation and amortization	166.9	2.8 %	59.0	1.6 %	107.9	182.9 %
Total Operating Expenses	5,596.7	89.6 %	3,237.8	87.7 %	2,358.9	72.9 %
Operating Income	\$ 646.2	10.4 %	\$ 452.6	12.3 %	\$ 193.6	42.8 %

We measure cost of services in two distinct categories: salary and service costs and occupancy and other costs. As a service business, salary and service costs make up a significant portion of our operating expenses and substantially all these costs comprise the essential components directly linked to the delivery of our services. Salary and service costs include employee compensation and benefits, freelance labor, third-party service costs, and third-party incidental costs. Third-party service costs include vendor costs when we act as principal in providing services to our clients. Third-party incidental costs that are required to be included in revenue primarily consist of client-related travel and incidental out-of-pocket costs that are billed back to the client directly at our cost. Occupancy and other costs consist of the indirect costs related to the delivery of our services, including office rent and other occupancy costs, equipment rent, technology costs, general office expenses and other expenses. Adverse and beneficial fluctuations in foreign currency exchange rates from period to period impact our results of operations and financial condition when we translate our financial statements from local foreign currency exchange rates to the U.S. Dollar. However, substantially all of our foreign operations transact business in their local currency, mitigating the impact of changes in foreign currency exchange rates on our operating margin percentage. As a result, the changes in our operating expenses period-over-period from foreign currency translation were in line with the percentage impact from changes in foreign currencies on revenue for the three months ended March 31, 2026.

Operating expenses for the three months ended March 31, 2026 increased \$2,358.9 million, or 72.9%, to \$5,596.7 million compared to the prior year, primarily due to the acquisition of IPG. Included in operating expenses for the three months ended March 31, 2026 are \$4.1 million, primarily for severance and other repositioning costs, as well as \$34.3 million of charges to reflect the businesses to be disposed at their estimated net realizable value. In addition, we incurred integration costs related to the acquisition of IPG of \$59.4 million, which are included in selling, general and administrative expenses (see Note 5 to the consolidated financial statements). Included in selling, general and administrative expenses for the three months ended March 31, 2025 are acquisition related costs of \$33.8 million (\$32.7 million after-tax), related to the Merger.

Operating Expenses - Salary and Service Costs

Salary and service costs, which tend to fluctuate with changes in revenue, are comprised of salary and related costs, third-party service costs, and third-party incidental costs.

Salary and service costs for the three months ended March 31, 2026 increased \$1,893.3 million, or 68.9%, to \$4,639.6 million, compared to the prior year period. Salary and related costs for the three months ended March 31, 2026 increased \$1,281.1 million, or 72.0%, to \$3,061.6 million, primarily due to our acquisition of IPG. As a percentage of revenue, salary and related costs were relatively flat compared to the prior year period. We expect these costs to be in-line as a percentage of revenue year-over-year as we realize operational efficiencies and advance the integration of our operations with IPG. Third-party service costs for the three months ended March 31, 2026 increased \$568.9 million, or 71.4%, to \$1,365.7 million, primarily as a result of the IPG acquisition, as well as constant currency impacts in our Integrated Media discipline. Third-party incidental costs for the three months ended March 31, 2026 increased \$43.3 million, or 25.6%, to \$212.3 million, primarily due to revenue growth and our acquisition of IPG.

Operating Expenses - Occupancy and Other Costs

Occupancy and other costs for the three months ended March 31, 2026, which are less directly linked to changes in revenue than salary and service costs, increased by \$212.7 million, or 67.6%, to \$527.3 million due to the additional real estate footprint from the IPG acquisition. As a percentage of revenue, occupancy and other costs were relatively flat compared to the prior year period.

Operating Expenses - Selling, General & Administrative ("SG&A") Expenses

SG&A expenses primarily consist of third-party marketing costs, professional fees, compensation and benefits and occupancy and other costs of our corporate and executive offices, including group-wide finance and accounting, treasury, legal and governance, human resource oversight and similar costs.

SG&A expenses increased for the three months ended March 31, 2026 by \$106.6 million, compared to the same period in 2025, primarily due to the acquisition of IPG, including integration and acquisition related costs in connection with the acquisition of IPG of \$59.4 million (\$46.7 million after-tax) and \$33.8 million (\$32.7 million after-tax), in the three months ended March 31, 2026 and March 31, 2025, respectively (see Note 1 to the unaudited consolidated financial statements).

Operating Income

Operating income for the three months ended March 31, 2026 increased \$193.6 million to \$646.2 million, and operating margin decreased to 10.4% from 12.3% compared to the same period in 2025. Amortization expense for the three months ended March 31, 2026 increased by \$95.6 million to \$117.4 million, primarily related to the Merger, which decreased operating income and margin. EBITA for the three months ended March 31, 2026 increased \$289.2 million to \$763.6 million, and EBITA margin decreased to 12.2% from 12.9%. Integration and acquisition related costs related to the Merger and severance and other repositioning costs recorded in the first quarter of 2026 (see Notes 1 and 10 to the unaudited financial statements) reduced both operating income and EBITA by \$97.8 million, and reduced both operating margin and EBITA margin by 1.5%. Acquisition related costs recorded in the first quarter of 2025 reduced both operating income and EBITA by \$33.8 million, and reduced both operating margin and EBITA margin by 0.9%. The effect on EBITA margin for assets held for sale or disposition for the three months ended March 31, 2026 and 2025 was 1.0% and 0.8%, respectively.

Net Interest Expense

Net interest expense for the three months ended March 31, 2026 increased \$42.6 million period-over-period to \$72.0 million. Interest expense on debt for the three months ended March 31, 2026 increased \$57.7 million period-over-period to \$113.8 million, due to higher average long-term debt balances resulting primarily from the assumption of IPG's long-term debt following the merger, as well as refinancing activities completed during the first quarter of 2026, which resulted in approximately \$1 billion of incremental long-term debt. Interest income in the three months ended March 31, 2026 increased \$17.3 million to \$47.0 million, primarily due to higher average cash balances.

Income Taxes

Our effective tax rate for the three months ended March 31, 2026 decreased period-over-period to 26.9% from 28.5%, primarily due to the non-deductibility of certain integration and acquisition related costs in connection with the Merger that impacted the effective tax rate in 2025. The effective tax rate for 2026 reflects the impact of the lower tax benefit associated with severance and repositioning charges and IPG acquisition related costs.

On July 4, 2025, the One Big Beautiful Bill Act was signed into law in the U.S., which contains a broad range of tax reform provisions affecting businesses. The legislation does not have a material impact on our financial statements.

Net Income and Net Income Per Share - Omnicom Group Inc.

Net income - Omnicom Group Inc. in the three months ended March 31, 2026 increased \$117.5 million to \$405.2 million from \$287.7 million. The period-over-period increase is due to the Merger with IPG and the factors described above. Diluted net income per share - Omnicom Group Inc. decreased to \$1.35 in the three months ended March 31, 2026, from \$1.45 in the three months ended March 31, 2025, based on the factors described above and the Merger with IPG, offset by the impact of the increase in our weighted average shares of common stock outstanding due to the issuance of shares for the IPG acquisition. For the three months ended March 31, 2026, the impact of integration and acquisition related costs and severance and other repositioning costs (see Notes 1 and 10 to the unaudited consolidated financial statements) reduced net income - Omnicom Group Inc. by \$77.6 million and diluted net income per share - Omnicom Group Inc. by \$0.26. For the three months ended March 31, 2025, acquisition related costs reduced net income - Omnicom Group Inc. by \$32.7 million and diluted net income per share - Omnicom Group Inc. by \$0.17.

The effect of after-tax amortization principally from acquired intangible assets and internally developed strategic platform assets decreased diluted net income per share by \$0.29 for the three months ended March 31, 2026 and \$0.08 for the three months ended March 31, 2025.

NON-GAAP FINANCIAL MEASURES

We use certain non-GAAP financial measures in describing our performance. We use EBITA and EBITA Margin as additional operating performance measures, which excludes from operating income the non-cash amortization expense of acquired intangible assets and internally developed strategic platform assets. We believe EBITA and EBITA Margin are useful measures for investors to evaluate the performance of our business and allows for comparability between the periods presented. We also use constant currency growth as an additional operating performance measure. Non-GAAP financial measures should not be considered in isolation from, or as a substitute for, financial information presented in compliance with U.S. GAAP. Non-GAAP financial measures reported by us may not be comparable to similarly titled amounts reported by other companies.

Reconciliation of Non-GAAP Financial Measures

The following table reconciles the U.S. GAAP financial measure of Net Income - Omnicom Group Inc. to EBITA and EBITA Margin:

	Three Months Ended March 31,	
	2026	2025
Net Income - Omnicom Group Inc.	\$ 405.2	\$ 287.7
Net Income Attributed To Noncontrolling Interests	13.5	15.7
Net Income	418.7	303.4
Income (Loss) From Equity Method Investments	(0.9)	0.9
Income Tax Expense	154.6	120.7
Income Before Income Taxes and Income (Loss) From Equity Method Investments	574.2	423.2
Interest Expense	119.0	59.1
Interest Income	47.0	29.7
Operating Income	646.2	452.6
Add back: Amortization principally from acquired intangible assets and internally developed strategic platform assets	117.4	21.8
Earnings before interest, taxes and amortization of intangible assets ("EBITA")	\$ 763.6	\$ 474.4
Revenue	\$ 6,242.9	\$ 3,690.4
EBITA	\$ 763.6	\$ 474.4
EBITA Margin	12.2 %	12.9 %

LIQUIDITY AND CAPITAL RESOURCES

Cash Sources and Requirements

The primary sources of our short-term liquidity are net cash provided by operating activities and cash and cash equivalents. Additional liquidity sources include our \$3.5 billion unsecured multi-currency revolving credit facility, or Credit Facility, terminating on November 26, 2030, the ability to issue up to \$3 billion of U.S. Dollar denominated commercial paper and issue up to the equivalent of \$500 million in British Pounds or Euro under a Euro commercial paper program, and access to the capital markets. In addition, certain of our international subsidiaries have uncommitted credit lines that are guaranteed by Omnicom, aggregating \$1.1 billion. Our liquidity sources fund our non-discretionary cash requirements and our discretionary spending.

Working capital, which we define as current assets minus current liabilities, is our principal non-discretionary funding requirement. Our working capital cycle typically peaks during the second quarter of the year due to the timing of payments for incentive compensation, income taxes and contingent purchase price obligations. In addition, we have contractual obligations related to our long-term debt (principal and interest payments), recurring business operations, primarily related to lease obligations, and acquisition related obligations. Our principal discretionary cash spending includes dividend payments to common shareholders, capital expenditures, strategic acquisitions and repurchases of our common stock.

Cash and cash equivalents decreased \$2,593.0 million from December 31, 2025. During the first three months of 2026, we used \$553.2 million of cash in operating activities, which included the use for operating capital of \$1.2 billion, primarily related to our typical working capital cycle. Discretionary spending for the first three months of 2026 was \$3.1 billion, compared to \$253.7 million for the first three months of 2025. Discretionary spending for the first three months of 2026 was comprised of capital expenditures of \$61.2 million, dividends paid to common shareholders of \$251.7 million, dividends paid to shareholders of noncontrolling interests of \$12.1 million, repurchases of our common stock, including shares purchased pursuant to the accelerated stock repurchase program, of \$2,761.8 million, net of proceeds from vesting of restricted stock awards and related tax benefits. The

acquisition of additional shares of noncontrolling interests and payment of contingent purchase price obligations was \$16.3 million. Based on past performance and current expectations, we believe that net cash provided by operating activities and cash and cash equivalents will be sufficient to meet our non-discretionary cash requirements for the next twelve months. In addition, and over the longer term, our Credit Facility and access to capital markets are available to fund our working capital, contractual obligations and discretionary spending, including share repurchases.

Cash Management

Our regional treasury centers in North America, Europe and Asia manage our cash and liquidity. Each day, operations with excess funds invest those funds with their regional treasury center. Likewise, operations that require funds borrow from their regional treasury center. Treasury centers with excess cash invest on a short-term basis with third parties, with maturities generally ranging from overnight to 90 days. Certain treasury centers have notional pooling arrangements that are used to manage their cash and set-off foreign exchange imbalances. These arrangements require each treasury center to have its own notional pool account and to maintain a positive notional balance. Additionally, under the terms of the arrangement, set-off of foreign exchange positions are limited to the long and short positions within their own account. We may also use multi-entity notional cash pooling arrangements with banks instead of treasury centers to manage our liquidity requirements. In these pooling arrangements, certain legal entities agree with a single bank that the cash balances of any of the entities with the bank will be subject to a full right of set-off against amounts other entities owe the bank, and the bank provides for overdrafts as long as the net balance for all entities does not exceed an agreed-upon level. To the extent that our treasury centers require liquidity, they can issue up to a total of \$3.0 billion of U.S. Dollar-denominated commercial paper, issue up to the equivalent of \$500 million in British Pounds or Euro under a Euro commercial paper program, or borrow under the Credit Facility, or the uncommitted credit lines. This process enables us to manage our debt more efficiently and utilize our cash more effectively, as well as manage our risk to foreign exchange rate imbalances. In countries where we either do not conduct treasury operations or it is not feasible for one of our treasury centers to fund net borrowing requirements on an intercompany basis, we arrange for local currency uncommitted credit lines. We have a policy governing counterparty credit risk with financial institutions that hold our cash and cash equivalents, and we have deposit limits for each institution. In countries where we conduct treasury operations, generally the counterparties are either branches or subsidiaries of institutions that are party to the Credit Facility. These institutions generally have credit ratings better than or equal to our credit ratings.

At March 31, 2026, our foreign subsidiaries held approximately \$2.5 billion of our total cash and cash equivalents of \$4.3 billion. Substantially all of the cash is available to us, net of any foreign withholding taxes payable upon repatriation to the United States.

As of March 31, 2026, our net debt position, which we define as total debt, including short-term debt, less cash and cash equivalents, increased \$3.5 billion to \$5.8 billion from December 31, 2025. The increase in net debt primarily resulted from the issuance of our \$400 million aggregate principal amount of 4.200% Senior Notes due 2029, \$700 million aggregate principal amount of 5.000% Senior Notes due 2033 and \$600 million aggregate principal amount of 5.300% Senior Notes due 2036, as well as the issuance of our €600 million aggregate principal amount of 3.850% Senior Notes due 2034. We used some of the proceeds to pay down our \$1.4 billion 3.600% Senior Notes due 2026. Net debt was also impacted by the use of cash of \$553.2 million for operating activities, which included the use for operating capital of \$1.2 billion, primarily related to our typical working capital requirements during the period and other non-discretionary and discretionary spending of \$3.1 billion, as discussed above.

Net debt:

	March 31, 2026	December 31, 2025	March 31, 2025
Short-term debt	\$ 67.4	\$ 62.0	\$ 19.1
Long-term debt, including current portion	9,977.5	9,054.5	6,116.5
Total debt	10,044.9	9,116.5	6,135.6
Less: Cash and cash equivalents	4,288.1	6,881.1	3,378.3
Net debt	\$ 5,756.8	\$ 2,235.4	\$ 2,757.3

Net debt is a Non-GAAP liquidity measure. This presentation, together with the comparable U.S. GAAP liquidity measures, reflects one of the key metrics used by us to assess our cash management. Non-GAAP liquidity measures should not be considered in isolation from, or as a substitute for, financial information presented in compliance with U.S. GAAP. Non-GAAP liquidity measures as reported by us may not be comparable to similarly titled amounts reported by other companies.

Debt Instruments and Related Covenants

On March 2, 2026, Omnicom closed its public offering of \$400 million aggregate principal amount of 4.200% Senior Notes due 2029, \$700 million aggregate principal amount of 5.000% Senior Notes due 2033 and \$600 million aggregate principal amount of 5.300% Senior Notes due 2036. In addition, on March 2, 2026, Omnicom Finance Holdings plc ("OFH"), a U.K.-based wholly owned subsidiary of Omnicom, closed its public offering of €600 million aggregate principal amount of 3.850% Senior Notes due 2034, which notes are fully and unconditionally guaranteed by Omnicom. Omnicom used a portion of the net proceeds to repay its

\$1.4 billion 3.600% Senior Notes due 2026, which were fully redeemed at par on March 31, 2026. Omnicom intends to use the remaining proceeds for general corporate purposes.

Omnicom fully and unconditionally guaranteed the obligations of OFH with respect to the €500 million 0.800% Senior Notes due 2027, the €500 million 1.400% Senior Notes due 2031, the €600 million 3.700% Senior Notes due 2032, and the €600 million 3.850% Senior Notes due 2034 (collectively the "Euro Notes"). OFH's assets consist of its investments in several wholly owned finance companies that function as treasury centers, providing funding for various operating companies in Europe, Australia, and other countries in the Asia-Pacific region. The finance companies' assets consist of cash and cash equivalents and intercompany loans that they make or have made to the operating companies in their respective regions and the related interest receivable. There are no restrictions on the ability of Omnicom or OFH to obtain funds from their subsidiaries through dividends, loans, or advances. The Euro Notes and the related guarantees are senior unsecured obligations that rank equal in right of payment with all existing and future unsecured senior indebtedness of OFH and Omnicom, respectively.

Omnicom has fully and unconditionally guaranteed the obligations of Omnicom Capital Holdings plc, or ("OCH"), a U.K.-based wholly owned subsidiary of Omnicom, with respect to the £325 million 2.250% Senior Notes due 2033, (the "Sterling Notes"). OCH's assets consist of its investments in several wholly owned finance companies that function as treasury centers, providing funding for various operating companies in EMEA, Australia, and other countries in the Asia-Pacific region. The finance companies' assets consist of cash and cash equivalents and intercompany loans that they make or have made to the operating companies in their respective regions and the related interest receivable. There are no restrictions on the ability of Omnicom or OCH to obtain funds from their subsidiaries through dividends, loans, or advances. The Sterling Notes and the related guarantee are senior unsecured obligations that rank equal in right of payment with all existing and future unsecured senior indebtedness of OCH and Omnicom, respectively.

The Credit Facility has a financial covenant that requires us to maintain a Leverage Ratio of consolidated indebtedness to consolidated EBITDA (earnings before interest, taxes, depreciation, amortization and non-cash charges) of no more than 3.5 times for the most recently ended 12-month period. At March 31, 2026, we were in compliance with this covenant as our Leverage Ratio, computed in accordance with the terms of the facility, was 2.5 times. The Credit Facility does not limit our ability to declare or pay dividends or repurchase our common stock.

At March 31, 2026, our long-term and short-term debt was rated BBB+ and A2 by S&P and Baa1 and P2 by Moody's. Our access to the commercial paper market and the cost of any issuances are affected by market conditions and our credit ratings. The long-term debt indentures and the Credit Facility do not contain provisions that require acceleration of cash payments in the event of a downgrade in our credit ratings.

Credit Markets and Availability of Credit

In light of the uncertainty of future economic conditions, we will continue to take actions available to us to respond to changing economic conditions, and we will manage our discretionary expenditures. We will also continue to monitor and manage the level of credit made available to our clients. We believe that these actions, in addition to the availability of our Credit Facility, are sufficient to fund our near-term working capital needs and our discretionary spending. Information regarding our Credit Facility is provided in Note 6 to the unaudited consolidated financial statements.

We have the ability to fund our day-to-day liquidity, including working capital, by issuing commercial paper or borrowing under the Credit Facility. During the three months ended March 31, 2026, there were no drawings under the Credit Facility and no commercial paper issuances outstanding at quarter-end; however, commercial paper was issued and repaid during the period as described below. There were no draws under the Credit Facility or commercial paper issuances during the three months ended March 31, 2025.

Commercial paper activity was (dollars in millions):

	Three Months Ended March 31,	
	2026	2025
Average amount outstanding during the quarter	\$ 261.8	\$ —
Maximum amount outstanding during the quarter	632.6	\$ —
Amount outstanding at the end of the quarter	\$ —	\$ —
Weighted average maturity days	28.3	—
Weighted average interest rate	3.88 %	— %

We may issue commercial paper to fund our day-to-day liquidity when needed. However, disruptions in the credit markets may lead to periods of illiquidity in the commercial paper market and higher credit spreads. To mitigate any disruption in the credit markets and to fund our liquidity, we may borrow under the Credit Facility, or the uncommitted credit lines or access the capital markets if favorable conditions exist. We will continue to monitor closely our liquidity and conditions in the credit markets. We cannot predict with any certainty the impact on us of any disruptions in the credit markets. In such circumstances, we may need to obtain additional financing to fund our day-to-day working capital requirements. Such additional financing may not be available on favorable terms, or at all.

Credit Risk

We provide marketing and communications services to several thousand clients that operate in nearly every sector of the global economy, and we grant credit to qualified clients in the normal course of business. Due to the diversified nature of our client base, we do not believe that we are exposed to a concentration of credit risk, as our largest client represented 2.2% of revenue for the twelve months ended March 31, 2026. However, during periods of economic downturn, the credit profiles of our clients could change.

In the normal course of business, our agencies enter into contractual commitments with media providers and production companies on behalf of our clients at levels that can substantially exceed the revenue from our services. These commitments are included in accounts payable when the services are delivered by the media providers or production companies. If permitted by local law and the client agreement, many of our agencies purchase media and production services for our clients as an agent for a disclosed principal. In addition, while operating practices vary by country, media type and media vendor, in the United States and certain foreign markets, many of our agencies' contracts with media and production providers specify that our agencies are not liable to the media and production providers under the theory of sequential liability until and to the extent we have been paid by our client for the media or production services.

Where purchases of media and production services are made by our agencies as a principal or are not subject to the theory of sequential liability, the risk of a material loss as a result of payment default by our clients could increase significantly, and such a loss could have a material adverse effect on our business, results of operations and financial condition.

While we use various methods to manage the risk of payment default, including obtaining credit insurance, requiring payment in advance, mitigating the potential loss in the marketplace or negotiating with media providers, these may be insufficient, less available, or unavailable during a severe economic downturn.

CRITICAL ACCOUNTING ESTIMATES

For a more complete understanding of our accounting estimates and policies, the unaudited consolidated financial statements and the related Management's Discussion and Analysis of Financial Condition and Results of Operations, readers are encouraged to consider this information together with our discussion of our critical accounting policies under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our 2025 10-K.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We manage our exposure to foreign exchange rate risk and interest rate risk through various strategies, including the use of derivative financial instruments. We use forward foreign exchange contracts as economic hedges to manage the cash flow volatility arising from foreign exchange rate fluctuations. We use net investment hedges to manage the volatility of foreign exchange rates on the investment in our foreign subsidiaries. We do not use derivatives for trading or speculative purposes. Using derivatives exposes us to the credit risk that counterparties to the derivative contracts will fail to meet their contractual obligations. We manage that risk through careful selection and ongoing evaluation of the counterparty financial institutions based on specific minimum credit standards and other factors. Our 2025 10-K provides a detailed discussion of the market risks affecting our operations. No material change has occurred in our market risks since the disclosure contained in our 2025 10-K. Note 15 to the unaudited consolidated financial statements provides a discussion of our foreign currency derivatives and cross currency swaps as of March 31, 2026.

ITEM 4. CONTROLS AND PROCEDURES

We maintain disclosure controls and procedures designed to ensure that information required to be disclosed in reports we file with the SEC is recorded, processed, summarized and reported within applicable time periods. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by us in the reports we file or submit under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), is accumulated and communicated to management, including our Chief Executive Officer, ("CEO"), and Chief Financial Officer, ("CFO"), as appropriate to allow timely decisions regarding required disclosure. Management, including our CEO and CFO, conducted an evaluation of the effectiveness of our disclosure controls and procedures as of March 31, 2026. Based on that evaluation, our CEO and CFO concluded that, as of March 31, 2026, our disclosure controls and procedures are effective to ensure that decisions can be made timely with respect to required disclosures, as well as ensuring that the recording, processing, summarization and reporting of information required to be included in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2026 are appropriate.

Our 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 CEO, CFO and our agencies, conducted an evaluation of the effectiveness of our 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. Based on that evaluation, our CEO and CFO concluded that our internal control over financial reporting was effective as of March 31, 2026. There have not been any changes in our internal control over financial reporting during our most recent fiscal quarter that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

KPMG LLP, an independent registered public accounting firm that audited our consolidated financial statements included in our 2025 10-K, has issued an attestation report on Omnicom's internal control over financial reporting as of December 31, 2025, dated February 20, 2026.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

In the ordinary course of business, we are involved in various legal proceedings. We do not presently expect that these proceedings will have a material adverse effect on our results of operations or financial position.

Item 1A. Risk Factors

There have been no material changes to the risk factors disclosed in Item 1A in our 2025 10-K.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Common stock repurchases during the three months ended March 31, 2026:

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs ¹	Approximate Dollar Value (in Millions) of Shares that May Yet Be Purchased Under the Plans or Programs
January 1 - January 31, 2026	2,776,985	\$ 79.14	—	—
February 1 - February 28, 2026	25,517,507	80.64	24,709,660	3,000
March 1 - March 31, 2026	249	75.64	—	3,000
Total	28,294,741	\$ 80.50	24,709,660	

1) On February 18, 2026, Omnicom announced that its Board of Directors had approved a share repurchase program to repurchase up to \$5.0 billion of the Company's common stock as part of the Company's capital allocation strategy. Pursuant to this authorization, we also entered into an accelerated share repurchase program to repurchase approximately \$2.5 billion of our common stock. Under the share repurchase program, repurchases can be made from time to time using a variety of methods, which may include open market purchases, privately negotiated transactions or otherwise, all in accordance with applicable SEC and other legal requirements. The specific timing, price and size of purchases will depend on prevailing stock prices, general economic and market conditions, and other considerations.

During the three months ended March 31, 2026, we purchased 28,280,046 shares under the accelerated share repurchase program and under a plan meeting the requirements of Rule 10b5-1 under the Exchange Act. Additionally, we withheld 14,695 shares from employees to satisfy estimated statutory income tax obligations related to vesting of restricted stock awards and stock option exercises. The value of the common stock withheld was based on the closing price of our common stock on the applicable vesting or exercise date. There were no unregistered sales of equity securities during the three months ended March 31, 2026.

Item 5. Other Information

During the quarter ended March 31, 2026, none of our directors or officers adopted, modified, or terminated a Rule 10b5-1 trading arrangement, or a non-Rule 10b5-1 trading arrangement, in each case as defined in Item 408 of Regulation S-K.

Item 6. Exhibits

- 4.1 Indenture, dated as of March 2, 2026, between Omnicom Group Inc., as issuer, and Deutsche Bank Trust Company Americas, as trustee (Exhibit 4.1 to our Current Report on Form 8-K (File No. 001-10551) filed on March 2, 2026 (the “March 2, 2026 8-K”) and incorporated herein by reference).
- 4.2 First Supplemental Indenture, dated as of March 2, 2026, between Omnicom Group Inc., as issuer, and Deutsche Bank Trust Company Americas, as trustee (Exhibit 4.2 to the March 2, 2026 8-K and incorporated herein by reference).
- 4.3 Second Supplemental Indenture, dated as of March 2, 2026, between Omnicom Finance Holdings plc, as issuer, Omnicom Group Inc., as guarantor, and Deutsche Bank Trust Company Americas, as trustee (Exhibit 4.3 to the March 2, 2026 8-K and incorporated herein by reference).
- 4.4 Form of 4.200% Senior Notes due 2029 (Exhibit 4.4 to the March 2, 2026 8-K and incorporated herein by reference).
- 4.5 Form of 5.000% Senior Notes due 2033 (Exhibit 4.5 to the March 2, 2026 8-K and incorporated herein by reference).
- 4.6 Form of 5.300% Senior Notes due 2036 (Exhibit 4.6 to the March 2, 2026 8-K and incorporated herein by reference).
- 4.7 Form of 3.850% Senior Notes due 2034 (Exhibit 4.7 to the March 2, 2026 8-K and incorporated herein by reference).
- 10.1 Employment Agreement dated as of November 26, 2025 by and between Omnicom Group Inc. and Philippe Krakowsky.
- 10.2 Letter Agreement dated as of November 26, 2025 by and between Omnicom Group Inc. and Philippe Krakowsky.
- 10.3 2026 Incentive Award Plan - Restricted Stock Unit Agreement - Form of Grant Notice and Agreement
- 10.4 2026 Incentive Award Plan - Option Agreement - Form of Grant Notice and Agreement
- 10.5 Omnicom 2026 Incentive Award Plan (Annex A to our Definitive Proxy Statement on Schedule 14A (File No. 1-10551) filed on December 22, 2025 and incorporated herein by reference).
- 31.1 Certification of the Chairman and Chief Executive Officer required by Rule 13a-14(a) under the Securities Exchange Act of 1934, as amended.
- 31.2 Certification of the Executive Vice President and Chief Financial Officer required by Rule 13a-14(a) under the Securities Exchange Act of 1934, as amended.
- 32 Certification of the Chairman and Chief Executive Officer and the Executive Vice President and Chief Financial Officer required by Rule 13a-14(b) under the Securities Exchange Act of 1934, as amended, and 18 U.S.C. Section 1350.
- 101.INS Inline XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document)
- 101.SCH Inline XBRL Taxonomy Extension Schema Document
- 101.CAL Inline XBRL Taxonomy Extension Calculation Linkbase Document
- 101.DEF Inline XBRL Taxonomy Extension Definition Linkbase Document
- 101.LAB Inline XBRL Taxonomy Extension Label Linkbase Document
- 101.PRE Inline XBRL Taxonomy Extension Presentation Linkbase Document
- 104 Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

SIGNATURE

Pursuant to the requirements 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.

Date: April 29, 2026

OMNICOM GROUP INC.

/s/ PHILIP J. ANGELASTRO

Philip J. Angelastro
Executive Vice President and Chief Financial Officer (Principal
Financial Officer and Authorized Signatory)

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (this “**Agreement**”) is made on November 26, 2025 (the “**Signing Date**”) by and between OMNICOM GROUP INC. (the “**Company**” or “**Omnicom**,” which, except where the context dictates otherwise, shall be deemed to include its subsidiaries) and PHILIPPE KRAKOWSKY (“**Executive**”). Executive may be employed by a subsidiary of the Company from time to time, and shall initially be employed as of the Closing Date (as defined below) by IPG (as defined below) and shall transfer to Omnicom Management Inc. as of January 1, 2026 (each such employing entity, the “**Employer**”).

WHEREAS

A. Reference is herein made to that certain Agreement and Plan of Merger, dated as of December 8, 2024, by and among the Company, EXT Subsidiary Inc., and The Interpublic Group of Companies, Inc. (“**IPG**”) (as amended, supplemented, modified or restated from time to time, the “**Merger Agreement**”).

B. Reference is herein made to (i) the Schedule of Employment Terms attached as Schedule 1.6(b) of the Merger Agreement (the “**Term Sheet**”), (ii) the Employment Agreement, dated as of January 1, 2021, by and between Executive and IPG (the “**IPG Employment Agreement**”), (iii) the Executive Change in Control Agreement, dated as of May 27, 2010 (as amended), by and between Executive and IPG (the “**COC Agreement**”), and (iv) the letter agreement by and between Executive and Omnicom with respect any payments Executive is entitled to receive in connection with the Closing (the “**Payment Agreement**”).

C. It is the desire of the Company to assure itself of the services of Executive as of the Closing Date (as defined in the Merger Agreement) and thereafter by entering into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

Article I**Term of Employment**

Section 1.01 Subject to the terms of this Agreement, Executive’s employment by the Employer under this Agreement shall commence on the Closing Date and continue thereafter until this Agreement is terminated in accordance with the provisions of Article VI (Termination) hereof (the period during which Executive is employed hereunder, ending on the “**Termination Date**”, is referred to herein as the “**Term**”). For the avoidance of doubt, this Agreement shall only become effective on the Closing Date and in the event the Closing (as defined in the Merger Agreement) does not occur for any reason (or the Merger Agreement is terminated for any reason), this Agreement shall be of no force or effect. Upon Closing, this Agreement shall supersede and replace the IPG Employment Agreement.

Article II**Duties**

Section 2.01 **Title**. During the Term, Executive shall serve as Co-President and Co-Chief Operating Officer of Omnicom (reporting exclusively to the Chief Executive Officer of Omnicom), and shall perform such duties as the Company may from time to time assign to Executive that are consistent with his positions with the Company, as well as serve in any such other offices as Executive may be

elected or appointed to, consistent with such positions. Executive shall devote substantially all of Executive's business time and efforts to the Company's business and affairs.

Section 2.02 Board Service. Additionally, effective as of the Closing Date, Executive shall be appointed to serve as a member of Omnicom's Board of Directors ("**Board**"), provided that Executive's continued service on the Board will be subject to the approval of the stockholders of the Company in the ordinary course, provided further that during the Term, the Company shall re-nominate Executive for nomination to the Board to the extent required pursuant to the terms of the Merger Agreement.

Article III **Annual Base Salary**

Section 3.01 As compensation for Executive's services hereunder, during the Term, the Employer shall pay Executive, in accordance with its normal payroll practices, an annual base salary of \$1,000,000, such amount to be reviewed periodically by the Compensation Committee of the Board; provided that Executive's annual base salary will be equal to the annual base salary provided to the Company's current President and Chief Operating Officer (or his successor) (the "**Reference Executive**").

Article IV **Incentive Compensation**

Section 4.01 During the Term, Executive will receive such incentive compensation as approved by the Compensation Committee of the Board, which shall include (a) an annual discretionary cash bonus opportunity, which will be targeted at a level that is commensurate with or greater than the target annual cash bonus opportunity provided to (and on terms and conditions not less favorable than those applicable to) the Reference Executive and (b) a long-term incentive compensation opportunity, which will be targeted at a level that is commensurate with or greater than the long-term incentive compensation opportunity provided to (and on terms no less favorable than those applicable to) the Reference Executive. Notwithstanding anything to the contrary contained or implied in this Agreement, for the calendar year 2025, Executive shall not be entitled to receive any annual bonus or long-term incentive compensation award except as set forth in the Payment Agreement.

Article V **Other Employment Benefits**

Section 5.01 Executive shall be eligible to participate in health, welfare, and fringe benefit plans, policies, and programs provided by the Company to its similarly situated employees and on a basis consistent with the Reference Executive (including perquisites, but excluding severance and retirement benefits), subject to the eligibility and other provisions of the various plans and programs in effect from time to time. The Executive shall also be paid or reimbursed for all reasonable, ordinary, necessary and documented business expenses incurred by the Executive during the Term in accordance with the expense reimbursement policy of the Company as from time to time in effect.

Article VI **Termination; At-Will Employment**

Section 6.01 Either party may terminate Executive's employment hereunder at any time for any reason by giving thirty (30) days' written notice of such termination, subject to the provisions of this Section, provided that the Company or the Employer may terminate Executive's employment for cause with or without advance notice. Following the date such written notice is provided (the "**Notice Date**") until the Termination Date, Executive shall continue to be an employee of the Employer, and shall assist the Company in the transition of Executive's responsibilities, until the Termination Date. From the Notice Date through the Termination Date, the Employer shall continue (a) to pay Executive's base salary, and (b) to provide all benefits under the plans and programs in which Executive participated immediately prior to the Notice Date, to the extent permitted by the terms of such plans and programs. The Company may require that Executive not come in to work during some or all of the period from the Notice Date to the Termination Date. In no event, however, may Executive perform services for any other employer before Executive's Termination Date. For the avoidance of doubt, Executive's employment with the Employer shall not be for any definitive period of time and is at-will, which is subject to termination by

the Company or the Employer or the Executive, for any reason or no reason. Furthermore, in the event of Executive's termination of employment for any reason, Executive will be entitled to receive base salary through the Termination Date (and shall not be entitled to any bonus for the year in which the Termination Date occurs unless otherwise agreed by the Company and/or set forth in the applicable bonus plan). Executive shall not be eligible to receive any severance payments or participate in any severance plan, policy or arrangement following the Closing unless the Company determines otherwise.

Article VII Covenants

Section 7.01 While Executive is employed hereunder, Executive shall not, without the prior written consent of Omnicom (which shall not be unreasonably withheld) engage, directly or indirectly, in any other trade, business or employment, or have any interest, direct or indirect, in any other business, firm or corporation (including serving on the board of directors of any for-profit entity); provided, however, that Executive may (i) continue to own or may hereafter acquire up to 2% of any securities of any class of any publicly-owned company, (ii) serve as a member of the board of any non-profit organization or (iii) invest his personal assets and the assets of his immediate family in any business, firm or corporation that does not compete with the business of Omnicom or its subsidiaries.

Section 7.02 Executive shall treat as confidential and keep secret the affairs of the Company (which for purposes of this Article VII includes all subsidiaries and affiliates of Omnicom) and shall not, other than in the good faith performance of his duties for the Company, without the consent of the Company, divulge, furnish or make known or accessible to, or use for the benefit of, anyone other than the Company and their subsidiaries and affiliates any confidential or proprietary information relating to the business of the Company or their subsidiaries or affiliates or their clients and obtained by Executive in the course of Executive's employment hereunder. Notwithstanding the foregoing, nothing in this Agreement prohibits or restricts Executive from responding truthfully to an inquiry by, providing testimony to, or otherwise communicating truthfully and in good faith with any federal, state, or local agency or regulatory authority about a possible violation of law or regulation. Executive may make such disclosures without providing notice to the Company; provided that Executive shall use reasonable efforts to obtain assurance from the applicable agency or regulatory authority that such agency or regulatory authority will retain the information in confidence, and if Executive receives a subpoena, request for production, or order or other compulsion to disclose confidential or other information concerning the business of the Company, whether in a legal or regulatory proceeding or otherwise, Executive shall, to the extent permitted by law, provide the Company with prompt notice of such subpoena, request, order or compulsion so that the Company may have the opportunity to seek to prevent disclosure. Executive acknowledges the following notice of immunity rights under the U.S. Defend Trade Secrets Act: Non-compliance with the disclosure provisions of this Agreement shall not subject Executive to criminal or civil liability under any federal or state trade secret law for the disclosure of a trade secret if such disclosure is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney in confidence solely for the purpose of reporting or investigating a suspected violation of law; (ii) in a complaint or other document filed in a lawsuit or other proceeding, provided that any complaint or document containing the trade secret is filed under seal; or (iii) to an attorney representing Executive in a lawsuit for retaliation by the Company for reporting a suspected violation of law or to use the trade secret information in that court proceeding, provided that any document containing the trade secret is filed under seal and Executive does not disclose the trade secret, except pursuant to court order.

Section 7.03 All records, papers, documents, files, databases, drawings, specifications, equipment and similar items kept or made by Executive relating to the business of the Company or their subsidiaries or affiliates or their clients, whether prepared by Executive or otherwise coming into Executive's possession, shall be and remain the property of the Company; provided that Executive will be entitled to retain personal documents related to his compensation.

Section 7.04 Upon request, Executive will deliver to the Company any and all documents, files, property, and data of the Company acquired in the course of Executive's employment, whether in paper, electronic, or other form, including all copies and images thereof. Executive agrees that all property situated on the Company's premises and owned by the Company, including storage media, computers and other devices, filing cabinets and work areas, is subject to inspection by Company personnel at any time with or without notice.

Section 7.05 All articles invented by Executive, processes discovered by Executive, trademarks, designs, advertising copy and art work, display and promotion materials and, in general, everything of value conceived or created by Executive pertaining to the business of the Company or any of their subsidiaries or affiliates during the Term, and any and all rights of every nature whatever thereto, shall immediately become the property of the Company, and Executive shall assign, transfer and deliver all patents, copyrights, royalties, designs, and copy, and any and all interests and rights whatever thereto and thereunder to the Company.

Section 7.06 Non-Solicitation.

(a) For twelve (12) months following the Termination Date, Executive shall not:

(i) directly or indirectly solicit any employee who was employed by the Company within one (1) year of Executive's Termination Date with whom Executive had a direct relationship with, supervisory responsibility for or otherwise was significantly involved with during Executive's employment with the Company or its subsidiaries (including IPG and its subsidiaries prior to the commencement of the Term) (as used in this Section, an "employee") to leave such employ to enter the employ of Executive or of any person, firm or corporation with which Executive is then associated, or induce or encourage any such employee to leave the employment of the Company to join any other company, or hire any such employee, or otherwise interfere with the relationship between the Company and any of its employees; or

(ii) directly or indirectly solicit or handle on Executive's own behalf or on behalf of any other person, firm, or corporation, services similar to those Executive provided while employed by Company from or for any person or entity which is a client of the Company, that was a client of the Company within two (2) years prior to Executive's Termination Date or that was a prospective client of the Company with whom Executive had a direct relationship with, supervisory responsibility for or otherwise was significantly involved with during Executive's employment with the Company or its subsidiaries (including IPG and its subsidiaries prior to the commencement of the Term), and, with respect to a prospective client, for which Executive participated in the Company's marketing efforts to such prospective client within two (2) years prior to Executive's Termination Date (collectively, "Client") or to induce any such Client to cease to engage the services of the Company or to use the services of any entity or person that competes directly with a material business of the Company, where the identity of such Client, or the Client's need, desire or receptiveness to services offered by the Company is known by Executive as a part of Executive's employment with the Company.

(b) Executive acknowledges that these provisions are reasonable and necessary to protect the Company's legitimate business interests, and that these provisions do not prevent Executive from earning a living. Executive represents and agrees that Executive is entering into this Agreement freely and with knowledge of its contents, with the intent to be bound by the Agreement and the restrictions contained in it. For the avoidance of doubt, the term "Company" as used in this Article VII shall include the Company and each of its subsidiaries and affiliates (including the Employer).

Section 7.07 Executive acknowledges and agrees that it might be impossible to assess the damages caused by Executive's breach or attempted breach of this Article (Covenants), and that any threatened or actual breach of this Article (Covenants) will constitute immediate and irreparable injury to the Company. Accordingly, the Company shall be entitled to enforce this Agreement by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for any such breach or attempted breach.

Section 7.08 Executive represents and warrants that neither the execution or delivery of this Agreement nor the performance of Executive's services hereunder, shall conflict with, or result in a breach of, any agreement to which Executive is a party or by which Executive may be bound or affected. Executive and the Company each represent and warrant that they each have full right, power and authority to enter into and carry out the provisions of this Agreement and is doing so voluntarily.

Article VIII
Forum Selection

Section 8.01 Each party hereby irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York or any court of the State of New York in any action, suit or proceeding arising out of or relating to this Agreement, and each party agrees that any such action, suit or proceeding shall be brought only in such court. Each party hereby irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such action, suit or proceeding brought in such a court and any claim that any such action, suit or proceeding brought in such a court has been brought in an inconvenient forum. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Article IX
Assignment and Nonduplication of Benefits

Section 9.01 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company (and this Agreement may be assigned by the Company to any affiliate of the Company). Neither this Agreement nor any rights hereunder shall be assignable by Executive and any such purported assignment by Executive shall be void.

Section 9.02 No term or other provision of this Agreement may be interpreted to require the Company to duplicate any payment or other compensation that Executive is already entitled to receive under compensation or benefit plan, program, or other arrangement maintained by the Company, or any of its or their affiliates.

Article X
Employment Taxes and Withholding

Section 10.01 The Company and its affiliates may withhold (or cause to be withheld) from any amounts payable to Executive or on Executive's behalf hereunder any or all federal, state, city, or other taxes that the Company reasonably determines are required to be withheld pursuant to any applicable law or regulation. Regardless of the amount withheld or reported, Executive shall be solely responsible for paying all taxes (including any excise taxes) on any compensation (including imputed compensation) and other income provided or imputed to Executive or on Executive's behalf, except the employer's share of employment taxes. No provision of this Agreement shall be construed (a) to limit Executive's responsibility under this Section, or (b) to transfer to or impose on the Company, or any of its or their affiliates any liability relating to taxes (including excise taxes) on compensation (including imputed compensation) or other income under this Agreement.

Article XI
Authority to Determine Payment Dates

Section 11.01 To the extent that any payment under this Agreement may be made within a specified number of days on or after any date or the occurrence of any event, the date of payment shall be determined by the Company in its sole discretion, and not by the Executive, Executive's beneficiary, or any of Executive's representatives.

Article XII
Section 409A of the Code

Section 12.01 General. The intent of the parties is that the payments and benefits under this Agreement comply with or be exempt from Section 409A of the Code ("**Section 409A**") and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith.

Section 12.02 Separation from Service. Notwithstanding anything in this Agreement to the contrary, any compensation or benefits payable under this Agreement that is designated under this Agreement as payable upon Executive's termination of employment shall be payable only upon

Executive's "separation from service" with the Company within the meaning of Section 409A (a "**Separation from Service**") and, except as provided below, any such compensation or benefits shall not be paid, or, in the case of installments, shall not commence payment, until the thirtieth (30th) day following Executive's Separation from Service (the "**First Payment Date**"). Any installment payments that would have been made to Executive during the thirty (30) day period immediately following Executive's Separation from Service but for the preceding sentence shall be paid to Executive on the First Payment Date and the remaining payments shall be made as provided in this Agreement.

Section 12.03 Specified Employee. Notwithstanding anything in this Agreement to the contrary, if Executive is deemed by the Company at the time of Executive's Separation from Service to be a "specified employee" for purposes of Section 409A, to the extent delayed commencement of any portion of the benefits to which Executive is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A, such portion of Executive's benefits shall not be provided to Executive prior to the earlier of (A) the expiration of the six-month period measured from the date of Executive's Separation from Service with the Company or (B) the date of Executive's death. Upon the first business day following the expiration of the applicable Section 409A period, all payments deferred pursuant to the preceding sentence shall be paid in a lump sum to Executive (or Executive's estate or beneficiaries), and any remaining payments due to Executive under this Agreement shall be paid as otherwise provided herein.

Section 12.04 Expense Reimbursements. To the extent that any reimbursements under this Agreement are subject to Section 409A, any such reimbursements payable to Executive shall be paid to Executive no later than December 31 of the year following the year in which the expense was incurred, and payment will be subject to Executive submitting Executive's reimbursement request promptly following the date the expense is incurred. The amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year, other than medical expenses referred to in Section 105(b) of the Code, and Executive's right to reimbursement under this Agreement will not be subject to liquidation or exchange for another benefit.

Section 12.05 Installments. Executive's right to receive any installment payments under this Agreement, including without limitation any continuation salary payments that are payable on payroll dates, shall be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment as permitted under Section 409A. Except as otherwise permitted under Section 409A, no payment hereunder shall be accelerated or deferred unless such acceleration or deferral would not result in additional tax or interest pursuant to Section 409A.

Article XIII **Notices**

Section 13.01 Any notice or other communication required or permitted to be delivered under this Agreement shall be: (a) written; (b) delivered personally by courier service or by certified or registered mail, first class postage prepaid and return receipt requested; (c) deemed to have been received on the date of delivery or, if so mailed, on the third business day after the mailing thereof; and (d) addressed as follows (or to such other address as the party entitled to notice shall hereafter designate in accordance with the terms hereof):

If to the Company: Omnicom Group Inc.
280 Park Avenue
New York, New York 10017
Attn: General Counsel

with a copy (which shall not constitute notice) to: Latham & Watkins LLP
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Attn: Bradley C. Faris; Jason Morelli

If to Executive: At the most recent address on file with the Company

Article XIV
Waiver and Amendments

Section 14.01 No provision of this Agreement may be amended, modified, waived or discharged, unless such amendment, modification, waiver or discharge is agreed to in writing signed by Executive and by an authorized representative of the Company. Unless specifically characterized as a continuing waiver, no waiver of a condition or provision at any one time may be considered a waiver of the same provision or condition (or any different provision or condition) at any other time.

Article XV
Applicable Law; Headings

Section 15.01 Except as otherwise set forth herein, the Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any rule or principle concerning conflicts or choice of law that might otherwise refer construction or interpretation to the substantive law of another jurisdiction.

Section 15.02 The article and other headings contained in this Agreement are for the convenience of the parties only and are not intended to be a part hereof or to affect the meaning or interpretation hereof.

Article XVI
Severability

Section 16.01 If at the time of enforcement of any provision of this Agreement, a court shall hold that the duration, scope or area restriction of such provision is unreasonable under circumstances now or then existing, or such provision is otherwise unenforceable, the parties hereto agree that the maximum duration, scope or area reasonable under the circumstances shall be substituted by the court for the stated duration, scope or area, or such provision may otherwise be reformed (or, if substitution or reformation is not possible, severed from this Agreement) so as to make, as applicable, the provision or the balance of the Agreement enforceable.

Article XVII
Legal Counsel; No Strict Construction

Section 17.01 Executive acknowledges that Executive has been advised to seek independent legal counsel for advice regarding the effect of the provisions of this Agreement, and has either obtained such advice of independent legal counsel, or has voluntarily and without compulsion elected to enter into and be bound by the terms of this Agreement without such advice of independent legal counsel.

Section 17.02 The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of law or contract interpretation that provides that in the case of ambiguity or uncertainty a provision should be construed against the draftsman will be applied against any party hereto. The provisions of this Agreement shall be construed according to their fair meaning and neither for nor against any party hereto irrespective of which party caused such provisions to be drafted.

Article XVIII
Entire Agreement

Section 18.01 This Agreement (together with the Payment Agreement) sets forth the entire understanding between the Company and Executive concerning Executive's employment by the Company and supersedes the IPG Employment Agreement and the Term Sheet. Except for provisions of this Agreement incorporated by reference into the Payment Agreement, the Agreement does not supersede or modify the Payment Agreement. Each party hereto shall pay its own costs and expenses (including legal fees) incurred in connection with the preparation, negotiation, and execution of this Agreement and each amendment thereto. Any amendment or modification to this Agreement shall be set forth in writing and signed by Executive and an authorized director or officer of the Company. This

Agreement may be signed in counterparts, with signature pages electronically exchanged and copied to the other parties. Upon signing by all parties, this Agreement shall constitute one complete agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Employment Agreement on the date(s) indicated below.

OMNICOM GROUP INC.

Name: _____
Title: _____

By: __

Date: _____

PHILIPPE KRAKOWSKY

Date: __

[Signature Page to Employment Agreement]

November 26, 2025

Philippe Krakowsky
Via Email

Re: Change of Control Payments

Philippe:

Reference is herein made to (i) that certain Agreement and Plan of Merger, dated as of December 8, 2024, by and among Omnicom Group Inc. (the “**Company**”), EXT Subsidiary Inc., and The Interpublic Group of Companies, Inc. (“**IPG**”) (as amended, supplemented, modified or restated from time to time, the “**Merger Agreement**”), (ii) the Schedule of Employment Terms attached as Schedule 1.6(b) of the Merger Agreement (the “**Term Sheet**”), (iii) the Employment Agreement, dated as of January 1, 2021, by and between you and IPG (the “**IPG Employment Agreement**”), (iv) the Employment Agreement, dated on or around the date hereof, by and between you and the Company (the “**OMC Employment Agreement**”) and (v) the Executive Change in Control Agreement, dated as of May 27, 2010 (as amended), by and between you and IPG (the “**COC Agreement**”).

This letter agreement (this “**Agreement**”) sets forth certain payments and benefits you will be entitled to receive in connection with the Closing (as defined in the Merger Agreement), subject to the occurrence of the Closing. For the avoidance of doubt, this Agreement shall only become effective on the Closing Date (as defined in the Merger Agreement) and in the event the Closing does not occur for any reason (or the Merger Agreement is terminated for any reason), this Agreement shall be of no force or effect.

Accelerated Payments

In connection with the Closing, the Company shall make or provide, or cause one of its direct or indirect subsidiaries to make or provide, the following payments and benefits to you (subject to the occurrence of the Closing):

Cash Severance (Base Salary Component): You shall receive a cash payment, within 10 days following the Closing Date, in an amount equal to \$3,262,500, less applicable taxes and deductions. The amount described in this paragraph represents the excess of (1) \$3,750,000, which is the amount that would have been payable to you under Section 2.1(a) of the COC Agreement upon a Qualifying Termination (as defined in the COC Agreement) less (2) \$487,500, which is the portion of the amount described in clause (1) that the Company and you have determined cannot be accelerated under Section 409A of the Internal Revenue Code of 1986, as amended (the “**Code**”) (the portion described in this clause (2), the “**Post-Closing Salary Severance Amount**”).

Cash Severance (Bonus Component): You shall receive a cash payment, within 10 days following the Closing Date, in an amount equal to \$4,500,000, less applicable taxes and deductions. The amount described in this paragraph represents the excess of (1) \$7,500,000, which is the amount that would have been payable to you under Section 2.1(b) of the COC Agreement upon a Qualifying Termination, less (2) \$3,000,000, which is the portion of the amount described in clause (1) that the Company and you have determined cannot be accelerated under Section 409A of the Code (the portion described in this clause (2), the “**Post-Closing Bonus Severance Amount**”).

Cash Severance (Benefits Component): You shall receive a cash payment, within 10 days following the Closing Date, in an amount equal to \$7,878, less applicable taxes and deductions. The amount described in this paragraph represents the excess of (1) \$78,780, which is the amount of the medical, dental, and vision benefits that would have payable to you under Section 2.2 of the COC Agreement upon a Qualifying Termination, less (2) \$70,902, which is the portion of the amount described in clause (1) that the Company and you have determined cannot be accelerated under Section 409A of the Code (the portion described in this clause (2), the “**Post-Closing Benefits Severance Amount**”).

Cash Severance (CAP Supplement): You shall receive a cash payment, within 10 days following the Closing Date, in an amount equal to \$627,340.69 less applicable taxes and deductions. The amount described in this paragraph represents the excess of (1) \$2,587,610.28, which is the amount set forth in Section 2.3(a) of the COC Agreement, less (2) \$1,960,269.59 which is the balance of your Interpublic Capital Accumulation Plan (“**CAP**”) account (including any unvested balance) immediately before the Closing Date (the “**CAP Balance**”). For the avoidance of doubt, your CAP Balance is fully vested and non-forfeitable and you will remain entitled to receive the payments in accordance with the CAP upon your separation from service (within the meaning of Section 409A of the Code) with the Company and its subsidiaries for any reason. For the avoidance of doubt, the Company shall not be obligated to make any further credits or contributions to your CAP account following the Closing Date.

SEIP Bonus: You shall receive a cash payment, within 30 days following the Closing Date, in an amount equal to \$3,000,000, less applicable taxes and deductions. The amount described in this paragraph represents the amount set forth in Section 4.1(b) of IPG’s Senior Executive Incentive Plan.

Equity Award Acceleration: Each IPG PSU and IPG Performance Cash Award (in each case, as defined in the Merger Agreement and as converted pursuant to the terms of Merger Agreement) shall become fully vested and non-forfeitable as of the Closing Date and shall be settled (along with any accrued dividends or distributions) in a cash lump sum within 10 days following the Closing Date. The award agreements governing the IPG PSUs and IPG Performance Cash Awards will be automatically canceled on the Closing.

Vesting/Forfeiture: The payments required to be made under the heading “Accelerated Payments” shall be fully vested and non-forfeitable as of the Closing. For the sake of clarity, except for tax withholdings described in the first paragraph of the section below entitled “Miscellaneous” or as required by applicable law, none of these payments may be reduced, delayed, recouped, recovered, conditioned, set off or forfeited for any reason.

Post-Closing Payments

Cash Severance: The Post-Closing Salary Severance Amount, the Post-Closing Bonus Severance Amount, the Post-Closing Benefits Severance Amount, and the CAP Balance shall be fully vested and non-forfeitable as of the Closing. You will be paid these amounts in a cash lump sum upon your separation from service (within the meaning of Section 409A of the Code) with the Company and its subsidiaries for any reason, subject to the Section 409A Provisions (defined below).

Equity Awards: Each IPG Stock Option, IPG Restricted Cash Award and IPG RSU (in each case, as defined in the Merger Agreement) held by you shall vest and be non-forfeitable as of the Closing Date and shall be assumed and/or converted as set forth in the Merger Agreement. Your IPG Stock Option will be exercisable following the Closing in accordance with its terms. Each IPG Restricted Cash Award and IPG RSU will be settled (along with any accrued Dividend Equivalents, as defined in The Interpublic

Group of Companies, Inc. Amended and Restated 2019 Performance Incentive Plan) in a cash lump sum as soon as reasonably practicable (and within 30 days) following the first to occur of (i) the date such award would have vested in the ordinary course pursuant to its terms and (ii) your separation from service (within the meaning of Section 409A of the Code) with the Company and its subsidiaries for any reason, subject to the Section 409A Provisions. The award agreements governing the IPG Restricted Cash Awards and IPG RSUs will be automatically canceled on the Closing.

ESBA Top-Up Payment: You will remain entitled to receive the payments in accordance with the Executive Special Benefit Arrangement (the “ESBA”) upon your separation from service (within the meaning of Section 409A of the Code) with the Company and its subsidiaries. When the payments to you under the ESBA become payable to you at any time following the Closing Date, then, within 60 days following the date of your separation from service (within the meaning of Section 409A of the Code) with the Company and its subsidiaries, you shall receive an additional cash amount (less applicable taxes and deductions) equal to the excess (if any, and as reasonably calculated by the Company) of (i) the net present value (as of the Closing Date) of the amount that would have been paid to you under the ESBA if you had retired on the Closing Date over (ii) the net present value (as of the separation date) of the amount that actually becomes payable to you under the ESBA upon your separation from service.

Tax Withholding: The Company may, to the extent permitted by Section 409A of the Code (as determined by the Company), accelerate and pay (or cause to be paid), within 30 days following the Closing Date, all or a portion of the amounts otherwise payable under this section under the heading “Post-Closing Payments” (together, the “**Post-Closing Payments**”): (i) to the extent the Company determines the Company (or any of its affiliates) is required to pay the Federal Insurance Contributions Act taxes imposed under Sections 3101, 3121(a) and 3121(v)(2) of the Code with respect to the Post-Closing Payments (the “**FICA Amount**”) or state, local, or foreign tax obligations arising from such Post-Closing Payments (together, the “**Other Taxes**”) and (ii) to pay the additional income tax at source on wages under Section 3401 of the Code (or the corresponding withholding provisions of applicable state, local, or foreign tax laws) as a result of the payment of the FICA Amount or Other Taxes or attributable to the “pyramiding” of Section 3401 of the Code wages and taxes (or the corresponding withholding provisions of applicable state, local, or foreign tax laws). Such accelerated payment described herein shall be subject to the Section 409A Provisions below and shall reduce the Post-Closing Payments that are otherwise payable.

Vesting/Forfeiture: The Post-Closing Payments shall be fully vested and non-forfeitable as of the Closing. For the sake of clarity and except as set forth in “Tax Withholding” above or for tax withholdings described in the first paragraph of the section below entitled “Miscellaneous”, and except as required by applicable law, none of the Post-Closing Payments may be reduced, delayed (beyond the applicable time period required by Section 409A), recouped, recovered, conditioned, set off or forfeited for any reason.

Satisfaction of Obligations

You and IPG agree that the COC Agreement shall be terminated on the Closing Date, and that you shall not be entitled to receive any payments or benefits under the COC Agreement on or after the Closing Date, except as otherwise expressly set forth in this Agreement. Additionally, you acknowledge and agree that (i) you are not entitled to receive any payments in respect of the Interpublic Senior Executive Retirement Income Plan and (ii) all of the obligations under Section 4.8(c) of the COC Agreement have been satisfied in all respects.

Miscellaneous

To the extent that any payment under this Agreement may be made within a specified number of days on or after any date or the occurrence of any event, the date of payment shall be determined by the Company in its sole discretion, and not by you, your beneficiary, or any of your representatives. The Company and its affiliates may withhold (or cause to be withheld) from any amounts payable to you or on your behalf hereunder any or all federal, state, city, or other taxes that the Company reasonably determines are required to be withheld pursuant to any applicable law or regulation. Regardless of the amount withheld or reported, you shall be solely responsible for paying all taxes (including any excise taxes) on any compensation (including imputed compensation) and other income provided or imputed to you or on your behalf, except the employer's share of employment taxes. No provision of this Agreement shall be construed (a) to limit your responsibility under this paragraph, or (b) to transfer to or impose on the Company, or any of its or their affiliates any liability relating to taxes (including excise taxes) on compensation (including imputed compensation) or other income under this Agreement.

The parties agree that Section 4.8(b) of the COC Agreement will apply to any dispute or controversy regarding this Agreement as if this Agreement was the COC Agreement for purposes of that provision.

No term or other provision of this Agreement may be interpreted to require the Company to duplicate any payment or other compensation that you are already entitled to receive under any compensation or benefit plan, program, or other arrangement maintained by the Company, or any of its affiliates.

The intent of the parties is that the payments and benefits under this Agreement comply with or be exempt from Section 409A of the Code and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith and Article XII of the OMC Employment Agreement. Article XII of the OMC Employment Agreement (the "**Section 409A Provisions**") is hereby incorporated by reference as if fully set forth herein, *mutatis mutandis*.

You acknowledge that you have sought independent legal counsel for advice regarding the effect of the provisions of this Agreement, and have obtained such advice of independent legal counsel.

This Agreement (together with the OMC Employment Agreement) sets forth the entire understanding between the Company and you concerning your payments in connection with the Closing and the Post-Closing Payments and, except as set forth in the Agreement, supersedes and cancels the Term Sheet, COC Agreement, the award agreements governing your IPG PSUs, IPG RSUs, IPG Performance Cash Awards and IPG Restricted Cash Awards, any severance policy, program and practice maintained by the Company, IPG or any of their respective affiliates, and any and all other previous agreements between you and the Company concerning any compensation, bonuses, or payments, provided that, for the avoidance of doubt, the terms of any Participation Agreement (as amended, restated and/or modified) under the CAP and the ESBA shall continue to be in full force and effect in accordance with their terms. Articles VIII, XIII, XIV, XV, and XVI and Section 17.02 of the OMC Employment Agreement are hereby incorporated by reference as if fully set forth herein, *mutatis mutandis*. Any amendment or modification to this Agreement shall be set forth in writing and signed by you and an authorized director or officer of the Company. This Agreement may be signed in counterparts, with signature pages electronically exchanged and copied to the other parties. Upon signing by all parties, this Agreement shall constitute one complete agreement.

[Signature Pages Follow]

Sincerely,

Omnicom Group Inc.

By: __

Name: _____

Title: _____

Agreed and Acknowledged:

Philippe Krakowsky

[Signature Page to Payment Letter]

|
| \ Signature

OMNICOM
2026 INCENTIVE AWARD PLAN
RESTRICTED STOCK UNIT AGREEMENT

GRANT NOTICE

Unless otherwise defined herein, capitalized terms used in this Grant Notice (the “**Grant Notice**”) and the Restricted Stock Unit Agreement attached as Exhibit A to this Grant Notice (collectively, the “**Agreement**”) have the meanings given in the Omnicom 2026 Incentive Award Plan (as amended, restated and/or otherwise modified from time to time, the “**Plan**”).

You have been granted Restricted Stock Units (“**RSUs**”), subject to the terms and conditions of the Plan and this Agreement.


Employee:	Participant Name
Grant Date:	Grant Date
Total Number of RSUs:	Number of Awards Granted
Vesting Schedule:	Subject to the Employee remaining a Qualified Employee through the applicable Vesting Date and subject to the terms of the Agreement and the Plan, the RSUs shall vest (i) as to 20% of the RSUs, on [] (the “ First Vesting Date ”) and (ii) as to the remainder, in equal installments on each of the next four anniversary dates of the First Vesting Date (together with the First Vesting Date, each of such dates being referred to herein as a “ Vesting Date ”).

Your signature below, which may be accomplished through electronic means approved by Omnicom, indicates your agreement and understanding that the RSUs are subject to

all of the terms and conditions contained in this Agreement, including the Grant Notice, the Restricted Stock Unit Agreement attached as Exhibit A to this Grant Notice, the Plan and the restrictive covenants set forth in Section 6 of Exhibit A. **ACCORDINGLY, PLEASE BE SURE TO READ ALL OF EXHIBIT A, WHICH CONTAINS THE SPECIFIC TERMS AND CONDITIONS OF THE RSUs.**

EMPLOYEE:

OMNICOM GROUP INC.

By: 

Name: Louis F. Januzzi
Title: Senior Vice President,
General Counsel and Secretary

Print Name: Participant Name

EXHIBIT A

**OMNICOM
2026 INCENTIVE AWARD PLAN
RESTRICTED STOCK UNIT AGREEMENT**

1. **Award of RSUs.** Omnicom has granted the Employee that number of RSUs set forth in the Grant Notice. Each RSU represents the right to receive one Share. However, unless and until the RSUs have vested, the Employee shall have no right to the payment of any Shares subject thereto. Prior to the actual payment of any Shares, such RSUs shall represent an unsecured obligation of Omnicom, payable (if at all) only from the general assets of Omnicom.

2. **Rights as Shareholder and Custody.** **Dividends,**

a) Unless determined otherwise by the Committee, the Employee shall not be entitled to receive any payments with respect to the RSUs, adjustments to the RSUs or other benefits under this Agreement as a result of the payment of any ordinary dividend where the record date for such ordinary dividend occurs before the date the applicable RSU is actually settled in accordance with Section 2(b) below. In the event of an extraordinary dividend prior to such settlement date, Article 10 of the Plan shall govern, provided that the Company may satisfy any obligation it may have pursuant to Section 10.1(a) of the Plan by making a payment to the Employee of an amount of cash or other property, as applicable, equal to the per share amount of such extraordinary dividend, less applicable withholdings.

b) No Shares shall be issued to the Employee prior to the date on which the RSUs vest. Promptly following the vesting of RSUs pursuant to this Agreement, Shares evidencing such RSUs shall be transferred into the Employee's brokerage account or participant trust maintained with the administrator of the Plan (the "**Brokerage Account**") or, at Omnicom's sole discretion, stock certificate(s) shall be issued and delivered to the Employee (or his/her permitted transferees) by Omnicom. Neither the Employee nor any person claiming under or through the Employee shall have any of the rights or privileges of a stockholder of Omnicom in respect of any Shares deliverable hereunder unless and until such Shares have been deposited in the Employee's Brokerage Account or certificates representing such Shares (which may be in book entry form) have been issued and recorded on the records of Omnicom or its transfer agents or registrars, and delivered to the Employee. Except as otherwise provided herein, after such issuance, recordation and delivery, the Employee shall have all the rights of a stockholder of Omnicom with respect to such Shares.

3. **Vesting and Forfeiture; Tax Withholding.**

a) The Employee shall vest in the RSUs in accordance with the vesting schedule set forth in the Grant Notice; *provided, that*, subject to paragraphs (b) – (d) below, in the event the Employee incurs a Disqualification, the Employee's right to vest in the RSUs and to receive the Shares related thereto shall terminate effective as of the Disqualification Date and the Employee shall have no further rights to such RSUs or the related Shares.

b) In the event of a Disqualification prior to a Vesting Date by reason of the death of the Employee, all of the RSUs not yet vested shall vest and become nonforfeitable on the Disqualification Date.

c) In the event of a Disqualification prior to a Vesting Date by reason of the Disability of the Employee, a portion of the then unvested RSUs shall vest and become nonforfeitable on the Disqualification Date, such portion (rounded up to the nearest full RSU) to be equal to the sum for each remaining Vesting Date of (i) the total number of RSUs which would vest on such Vesting Date multiplied by (ii) a fraction, (A) the numerator of which shall be the number of full calendar months between the Grant Date and the Disqualification Date and (B) the denominator of which shall be the number of full calendar months between the Grant Date and such Vesting Date.

d) The Employee acknowledges that upon a Change in Control prior to a Vesting Date, Article 10 of the Plan shall govern.

e) Any RSUs not vested on the Disqualification Date shall be immediately forfeited without consideration.

f) Notwithstanding any other provision of this Agreement (including without limitation Section 2(b) above):

(i) The Employee is ultimately liable and responsible for all taxes owed in connection with the RSUs, regardless of any action Omnicom or any Omnicom Affiliate takes with respect to any tax withholding obligations that arise in connection with the RSUs. Neither Omnicom nor any of its Affiliates makes any representation or undertaking regarding the treatment of any tax associated with the awarding or vesting of the RSUs or the subsequent sale of Shares issuable pursuant to the RSUs. Omnicom and its Affiliates do not commit and are under no obligation to structure the RSUs to reduce or eliminate the Employee's tax liability.

(ii) Prior to any event in connection with the RSU (e.g., vesting) that Omnicom determines may result in any domestic or foreign tax withholding obligation, whether national, federal, state or local, including any social tax obligation (the "**Tax Withholding Obligation**"), the Employee shall make arrangements satisfactory to Omnicom for the satisfaction of any Tax Withholding Obligation that arise in connection with his/her RSUs, including, without limitation, by electing to have the administrator of the Plan withhold a portion of the vested Shares on the Vesting Date in payment of the relevant withholding taxes or maintaining sufficient cash in the Employee's Brokerage Account for payment of the relevant withholding taxes. In the event Shares are withheld for the satisfaction of any Tax Withholding Obligation, the number of Shares to be withheld shall equal the quotient of (A) the amount of the Tax Withholding Obligation, and (B) the Fair Market Value of the Shares on the Vesting Date.

(iii) Omnicom may refuse to issue any Shares to the Employee until such Employee satisfies the Tax Withholding Obligation. To the maximum extent permitted by law, Omnicom has the right to retain without notice from Shares issuable under the RSUs or from salary payable to the Employee, Shares or cash having a value sufficient to satisfy the Tax Withholding Obligation.

4. **Definitions.** For purposes of this Agreement, the terms set forth below shall have the following meanings:

a) "**Affiliate**" of Omnicom or the Company, as the case may be, means any person, firm, corporation or other form of entity that directly, or indirectly through one or more intermediaries,

controls, or is controlled by, or is under common control with Omnicom or the Company, as the case may be as determined by Omnicom.

b) “**Client**” means any person, firm, corporation or other form of entity to whom any member of the Group (i) rendered services at any time during the Employment Period or (ii) had made a Pitch at any time during the Employment Period, or the six months immediately following, the Termination Date.

c) “**Company**” means the Omnicom Affiliate by whom the Employee is employed as of the date of this Agreement and each other Omnicom Affiliate by whom the Employee is employed at any time during the Employment Period, notwithstanding anything in the Plan to the contrary.

d) “**Disqualification**” means the time when the Employee is no longer a Qualified Employee for any reason whatsoever, as determined by Omnicom.

e) “**Disqualification Date**” means the date on which the Disqualification occurs.

f) “**Employee**” means the Employee set forth in the Grant Notice.

g) “**Employment Period**” means the period that the Employee is employed by any member of the Group.

h) “**Full Time**” means no less than an average of thirty-five (35) hours per week; provided, however, that if the Employee is employed by a Company located outside of the United States in which the legal definition of full-time employment is less than thirty-five (35) hours per week, “Full Time” means the number of hours required by law in that country.

i) “**Grant Date**” means the Grant Date set forth in the Grant Notice.

j) “**Group**” means (i) if the Company operates within an Omnicom network, all of the companies, group of companies and divisions operating under a global or national brand of such Omnicom network, and (ii) if the Company operates as part of a division or separate company independent of an Omnicom network, all companies and divisions operating under such independent brand.

k) “**Omnicom**” means Omnicom Group Inc., a New York corporation.

l) “**Pitch**” means a new business presentation or similar offering of services; provided, however, a general mailing or an incidental contact shall not be deemed a Pitch.

m) “**Qualified Employee**” means an employee of either Omnicom or an Omnicom Affiliate scheduled to work Full Time on a recurring and consistent weekly or monthly basis with no defined or expected end date for his or her employment. For the avoidance of doubt, an employee who is on a leave of absence approved by Omnicom or the Company shall continue to be deemed a Qualified Employee during such leave.

n) “**Restricted Client**” means any person, firm, corporation or other form of entity to whom any member of the Group (i) rendered services at any time during the one-year period prior to the Termination Date, or (ii) had made a Pitch at any time during the one-year period immediately preceding, or the six months immediately following, the Termination Date.

o) “**Restricted Period**” means the Employment Period and the one year period immediately following the end of the Employment Period.

- p) “Share” means a share of Stock.
- q) “Termination Date” means the date on which the Termination of Employment occurs.
- r) “Termination of Employment” means the time when the Employee is no longer employed by any Omnicom Affiliate for any reason whatsoever, as determined by Omnicom or an Omnicom Affiliate.

5. **Nontransferability.** No right or interest of the Employee in the RSUs not yet vested may be pledged, encumbered, or hypothecated to or in favor of any party other than Omnicom or an Omnicom Affiliate, or shall be subject to any lien, obligation, or liability of the Employee to any other party other than Omnicom or an Omnicom Affiliate. No RSU not yet vested shall be assigned, transferred, or otherwise disposed of by the Employee other than by will or the laws of descent and distribution or pursuant to beneficiary designation procedures approved from time to time by the Committee. Notwithstanding the foregoing, to the extent and under such terms and conditions as determined by the Committee, the Employee may assign or transfer the RSUs not yet vested (each transferee thereof, a “Permitted Assignee”) (i) to the Employee’s spouse, children or grandchildren (including any adopted and step children or grandchildren), parents, grandparents or siblings, (ii) to a trust for the benefit of the Employee and/or one or more of the persons referred to in clause (i), (iii) to a partnership, limited liability company or corporation in which the Employee or the persons referred to in clause (i) are the only partners, members or shareholders or (iv) for charitable donations; provided, however, that such Permitted Assignee shall be bound by and subject to all of the terms and conditions of the Plan and this Agreement relating to the transferred RSUs and shall execute an agreement satisfactory to Omnicom evidencing such obligations; and provided further that the Employee shall remain bound by the terms and conditions of the Plan.

6. **Non-Solicitation/Non-Servicing and Protection of Confidential Information Agreement.**

a) In consideration for and in order to be eligible to receive the voluntary grant of the RSUs provided in this Agreement, the receipt of Confidential Information and for other good and valuable consideration (including the receipt of other compensation paid to the Employee in connection with the Employee’s employment by a member of the Group), except on behalf of a member of the Group, the Employee will not, as an individual, employee, consultant, independent contractor, partner, shareholder, member or in association with any other person, firm, corporation or other form of entity, directly or indirectly, and regardless of the Employee continuing to be employed by a member of the Group or the reason for the Employee ceasing to be so employed by any member of the Group:

(i) during the Employment Period, directly or indirectly, solicit business on behalf of, render any services to, engage in, or have any ownership interests or other affiliation in, any business or other endeavor, which is engaged in the business of the same nature as or competitive with any member of the Group; provided, however, that nothing contained in this clause (i) shall be deemed to prevent the undersigned from owning less than ¼ of 1% of the shares of any publicly held corporation engaged in any such business;

(ii) during the Restricted Period, solicit, render services to or for, or accept from, any Restricted Client, any business of the type performed by any member of the Group for such Restricted Client or persuade or attempt in any manner to persuade any Restricted Client to cease to do business or to reduce the amount of business which any such Restricted Client has customarily done or is reasonably expected to do with members of the Group; provided, *however*,

that solely with respect to this Section 6(a)(ii), the definition of Restricted Client shall be limited to the particular product, brand or service of such Restricted Client in respect of which at any time during the one-year period prior to the Termination Date, the Employee (A) had a servicing relationship, supervisory responsibility or other involvement, or (B) participated in, supervised or had any responsibility or other involvement in a Pitch; and

(iii) during the Restricted Period, employ as an employee or retain as a consultant any person, firm, corporation or other form of entity who is then or at any time during the one-year period prior to the Termination Date was, an employee of or exclusive consultant to a member of the Group, or persuade or attempt to persuade any employee of or exclusive consultant to a member of the Group to leave the employ of such member of the Group or to become employed as an employee or retained as a consultant by any other person, firm, corporation or other form of entity; provided, however, a solicitation pursuant to general recruitment advertising that is not directed at the employees or exclusive consultants of any member of the Group shall not be deemed to be a breach of this provision.

b) As a professional in a highly service-oriented and creative business, the Employee understands and agrees that his/her position with the Company requires and will continue to require services which are of a special character and which places him/her in a position of confidence and trust with the Clients and employees of members of the Group. The Employee further acknowledges that his/her services to the Clients necessarily require that the Employee have access to Confidential Information (as defined below) of members of the Group and their respective Clients and that, in the course of his/her employment with or rendering of services to the Company, the Employee will develop personal relationships with the Clients and knowledge of those Clients' affairs and requirements. Accordingly, the Employee acknowledges that the type and periods of restrictions imposed in this Agreement are fair and reasonable and are reasonably required in order to protect and maintain the proprietary interests of the members of the Group, other legitimate business interests of members of the Group, and the goodwill associated with the members of the Group. The Employee further understands and agrees that the Restricted Clients may be serviced from any location and accordingly it is reasonable that the covenants set forth herein are not limited by narrow geographic area but generally by the location of such Restricted Clients. In the event that any covenant contained in this Agreement shall be determined by any court or other tribunal of competent jurisdiction to be unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, (i) such covenant shall be interpreted to extend only over the maximum period of time for which it may be enforceable and/or over the maximum geographical area as to which it may be enforceable and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court or other tribunal making such determination, and (ii) in its reduced form, such covenant shall then be enforceable, but such reduced form of covenant shall only apply with respect to the operation of such covenant in the particular jurisdiction in or for which such adjudication is made.

c) The Employee hereby acknowledges and agrees that for so long as the Employee has been employed by the Company (which term, as used in this Section 6(c) and Section 6(d) shall be deemed to include any Affiliate of the Company), the Employee has acquired and shall continue to acquire and have access to confidential or proprietary information about the Company and/or its Clients, including but not limited to, trade secrets, methods, models, passwords, access to computer files, financial information and records, computer software programs, agreements and/or contracts between the Company and its Clients, Client contacts, creative policies and ideas, advertising campaigns, public relations campaigns, creative and media materials, graphic design, budgets, practices, concepts, strategies, methods of operation, financial or business projections of the Company, and information about or received from its Clients (collectively, "**Confidential Information**"). Accordingly, in consideration for and in order to be eligible to receive the voluntary grant of the RSUs provided in this

Agreement, for so long as the Employee is employed by a member of the Group and thereafter, the Employee will retain in strictest confidence all Confidential Information and shall not disclose any such Confidential Information to anyone outside the members of the Group and Omnicom, except in the course of the Employee's duties for the Company or with Omnicom's express written consent. The Employee hereby acknowledges that he/she is aware that such Confidential Information is not readily available to the public, and agrees that he/she will not at any time utilize such Confidential Information for his/her own benefit or for the benefit of third parties.

d) The Employee hereby acknowledges and agrees that all materials created or modified by the Employee for so long as the Employee is employed by the Company, including, without limitation, all works of authorship, inventions, processes, ideas, methods, concepts and other tangible and intangible materials (collectively, "**Work Product**"), shall be "work for hire" and that the Company and/or Omnicom shall be the exclusive owner of the Work Product and all intellectual property rights associated with the Work Product, including all trademarks, patents or copyrights contained therein. To the extent any Work Product does not qualify as "work for hire", the Employee hereby assigns ownership of all such Work Product to the Company and/or Omnicom and agrees to take all reasonable measures, at the Company's expense, to perfect such rights in the Company and/or Omnicom. The Employee hereby appoints the Company and/or Omnicom as his/her attorney-in-fact with the limited power to execute assignments of such Work Product. If the Employee is an employee in the State of California, the parties hereto agree and acknowledge that the terms of this paragraph shall be subject to the terms of Section 2870 of the California Labor Code, a copy of which is annexed to this Agreement. The Employee hereby agrees to advise the Company and/or Omnicom promptly in writing of any inventions that he/she believes meet the criteria set forth in Section 2870. The Employee is hereby notified of the Employee's immunity rights under the Defend Trade Secrets Act, which states: "(1) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (2) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose a trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal, and (B) does not disclose a trade secret, except pursuant to court order."

e) Each of the covenants and agreements contained in this Section 6 (collectively, the "**Protective Covenants**") is separate, distinct and severable. All rights, remedies and benefits expressly provided for in this Section 6 are cumulative and are not exclusive of any rights, remedies or benefits provided for by law, in this Section 6 or otherwise, and the exercise of any remedy by a party hereto shall not be deemed an election to the exclusion of any other remedy (any such claim by the other party being hereby waived). The provisions of this Section 6 are not in lieu of, but are in addition to the continuing obligations of the Employee (which the Employee hereby acknowledges) to not use or disclose Confidential Information known to the Employee until any particular piece of Confidential Information becomes generally known to the public (through no action of the Employee), whereupon the restriction on use and disclosure shall cease as to that particular item. The existence of any claim, demand, action or cause of action that the Employee may have against Omnicom or any of its Affiliates, whether predicated pursuant to this Section 6 or otherwise, shall not constitute a defense to the enforcement of the provisions of this Section 6 or any other provision or provisions of this Agreement. The covenants contained in this Section 6 for the benefit of Omnicom and the members of the Group, shall survive any termination of this Agreement and may be waived in whole or in part by Omnicom without the consent of any other person, firm, corporation or other form of entity. The temporal duration of the Protective Covenants shall not expire, and shall be tolled, during any period in which the Employee is in violation of any of such Protective Covenants, and all such Protective Covenants shall automatically be extended by the period of such violation. The Employee further acknowledges that he/she is a highly regarded employee who considered the terms and conditions upon which he/she is

electing to be granted the RSUs and that he/she has been advised and has had the opportunity to obtain counsel of his/her choice in connection with reviewing and executing this Agreement.

f) By acceptance of the grant of RSUs, the Employee agrees that if the Employee were, without authority, to use or disclose Confidential Information, or otherwise breach any of the Protective Covenants, or threaten to do so, in addition to all other available remedies (including without limitation seeking such damages as it can show it has sustained by reason of such breach), (i) Omnicom and/or any member of the Group shall be entitled to specific performance and injunctive and other appropriate relief (without being required to post bond or other security and without having to prove the inadequacy of the available remedies at law) to prevent the Employee from doing so, and/or (ii) Omnicom (by action of the Chairman, Chief Executive Officer, President, Chief Financial Officer or General Counsel of Omnicom (other than with respect to his or her own RSUs)) may cause any or all of the following actions to occur: (x) the RSUs granted hereunder shall become void, shall be forfeited and shall terminate effective the date on which the Employee entered into such activity, (y) any vested Shares acquired by the Employee pursuant to the grant hereunder shall be forfeited and returned to Omnicom, and (z) any gain realized by the Employee from the sale or transfer of Shares acquired through the grant hereunder, shall be returned by the Employee to Omnicom. The Employee acknowledges that the harm caused to Omnicom and/or members of the Group by the breach or anticipated breach of this Agreement is by its nature irreparable because, among other things, it is not readily susceptible of proof as to the monetary harm that would ensue. The Employee consents that any interim or final equitable relief entered by a court of competent jurisdiction shall, at the request of Omnicom and/or a member of the Group be entered on consent and enforced by any court having jurisdiction over the Employee, without prejudice to any rights either party may have to appeal from the proceedings that resulted in any grant of such relief.

g) During the Restricted Period, prior to accepting employment with any subsequent employer, the Employee shall notify any prospective employer in writing of his/her obligations under this Agreement. In addition, immediately after accepting employment with a subsequent employer, the Employee shall provide Omnicom with a copy of the notice that was sent by him/her to such subsequent employer.

h) The Employee acknowledges and agrees that if the Employee has received an equity award (including any restricted stock, restricted stock unit or stock option award) from Omnicom during or after 2005 pursuant to the Plan or any other current or former equity plan of Omnicom, the Employee has previously agreed to restrictions similar to those set forth in this Section 6 (the "**Prior Restrictions**") and such Prior Restrictions shall remain in full force and effect and shall be in addition to the Employee's obligations under this Section 6.

i) Nothing in this Agreement shall prohibit the Employee from (A) disclosing information and documents when required by law, subpoena or court order (subject to the requirements of the foregoing sentence), (B) disclosing information and documents to the Employee's attorney or tax adviser for the purpose of securing legal or tax advice, (C) reporting possible violations of federal law or regulation to any United States governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or any other whistleblower protection provisions of provincial, state or federal law or regulation (including the right to receive an award for information provided to any such government agencies), (D) disclosing the Employee's post-employment restrictions in this Agreement in confidence to any potential new employer or (E) retaining, at any time, the Employee's personal correspondence, the Employee's personal contacts and documents related to the Employee's own personal benefits, entitlements and obligations.

7. **Investment Representation and Compliance With Applicable Law.** The Employee hereby represents and covenants that (a) the RSUs and the related Stock will be acquired for investment and not with a view to the distribution thereof within the meaning of the Securities Act,

unless such acquisition has been registered under the Securities Act and any applicable state securities law; and (b) any subsequent sale of any such RSUs or the related Stock unless their acquisition had been so registered, shall be made either pursuant to an effective registration statement under the Securities Act and any applicable state securities laws, or pursuant to an exemption from registration under the Securities Act and such state securities laws.

8. **No Understandings as to Employment.** Nothing in the Plan, the grant of the RSUs or in this Agreement shall constitute or be evidence of any understanding, express or implied, on the part of the Company, Omnicom or any Omnicom Affiliate to employ the Employee for any period or shall interfere with or restrict in any way the rights of the Company, Omnicom and the Omnicom Affiliates to discharge the Employee at any time for any reason whatsoever, with or without cause.

9. **Plan Incorporated.** The Employee accepts the RSUs herein subject to all of the provisions of the Plan, which are incorporated into this Agreement by reference, including the provisions that authorize the Committee to administer and interpret the Plan and which provide that the Committee's decisions, determinations and interpretations with respect to the Plan are final and conclusive on all persons affected hereby. Except with respect to definitions used in this Agreement, in the event of a conflict between the provisions of this Agreement and the provisions of the Plan, the provisions of the Plan shall govern. Terms not otherwise defined in this Agreement shall have the meanings ascribed in the Plan.

10. **Amendment.** The award of RSUs and this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Board or the Committee, provided that, except as provided by Article 10 of the Plan, neither the amendment, modification, suspension nor termination of this Agreement shall, without the consent of the Employee, adversely alter or impair any rights or obligations of the Employee under this Agreement with respect to the award of RSUs in any material way.

11. **Assignment.** The parties hereto agree that Omnicom shall have the right to assign this Agreement, and accordingly, this Agreement shall inure to the benefit of, and may be enforced by, any and all successors and assigns of Omnicom, including, without limitation, by asset assignment, stock sale, merger, consolidation or other corporate reorganization. Subject to Section 5, the Employee agrees that his/her obligations under this Agreement are personal to him/her, and the Employee shall not have the right to assign or otherwise transfer his/her obligations hereunder. Any purported assignment or transfer by the Employee shall be void and ineffective.

12. **Governing Law.** The interpretation and construction of this Agreement, and all matters relating hereto (including, without limitation, the validity or enforcement of this Agreement), shall be governed by the laws of the State of New York without regard to any conflicts or choice of laws provisions of the State of New York that would result in the application of the law of any other jurisdiction.

13. **Notice.** Any notice to be given to Omnicom under the terms of this Agreement shall be addressed to the Office of the General Counsel of Omnicom at 280 Park Avenue, New York, New York 10017, and any notice to be given to the Employee shall be addressed to the Employee at the address set forth beneath his or her signature hereto, or at such other address for a party as such party may hereafter designate in writing to the other. Any such notice shall be deemed to have been duly given if mailed, postage prepaid, addressed as aforesaid.

14. **Headings.** All section titles and captions in this Agreement are for convenience only, shall not be deemed part of this Agreement, and in no way shall define, limit, extend or describe the scope or intent of any provisions of this Agreement.

15. **Further Assurances.** The parties shall execute all documents, provide all information, and take or refrain from taking all actions as may be reasonably necessary or appropriate to achieve the purposes of this Agreement. The Employee acknowledges that any sale of Stock issued from the RSUs following the date of vesting shall be further evidence of the Employee's acceptance of the terms of this Agreement, including Section 6 of this Agreement.

16. **Entire Agreement.** This Agreement, including the Grant Notice and this Restricted Stock Unit Agreement attached as Exhibit A to the Grant Notice, subject to the terms and conditions of the Plan, constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto. Notwithstanding the foregoing, any other confidentiality agreement, non-solicitation/non-servicing agreement or any other type of restrictive covenant agreement that the Employee has entered into prior to the date hereof or may enter into after the date hereof with Omnicom or one of its Affiliates shall remain in full force and effect. No oral understandings, oral statements, oral promises or oral inducements between the parties hereto relating to this Agreement exist. No representations, warranties, covenants or conditions, express or implied, whether by statute or otherwise, other than as set forth in this Agreement, have been made by the parties hereto.

17. **Remedies.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement or condition.

18. **Acceptance; Counterparts.** The Employee acknowledges and agrees that the Employee's acceptance of the terms of this Agreement through electronic means shall have the same force and effect as an acceptance made in writing. This Agreement may be executed in two or more counterparts, or by facsimile transmission, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

19. **Waiver.** By signing and returning this Agreement, the Employee agrees that the Employee's rights in respect of the RSUs (including upon Termination of Employment) shall be defined solely by the Plan and the provisions of this Agreement. Accordingly, the Employee waives all other claims he/she may have against Omnicom or any of its Affiliates, and their respective officers, directors, agents and employees for any losses or damages arising out of the forfeiture of any RSUs as a result of such Termination of Employment, or otherwise in relation to the Plan with respect to such RSUs.

20. **Third Party Beneficiaries.** Nothing in this Agreement is intended to confer upon any other person except the Employee, Omnicom and the Affiliates of Omnicom any rights or remedies hereunder or shall create any third party beneficiary rights in any person (other than Affiliates of Omnicom).

21. **No Strict Construction.** The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of law or contract interpretation that provides that in the case of ambiguity or uncertainty a provision should be construed against the draftsman will be applied against any party hereto. The provisions of this Agreement shall be construed according to their fair meaning and neither for nor against any party hereto irrespective of which party caused such provisions to be drafted.

22. **Committee Authority.** The Committee shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and binding upon the Employee, Omnicom and all other interested persons. No member of the Committee shall be

personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Agreement.

23. **Agreement Severable.** In the event that any provision in this Agreement is held invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement.

24. **Employee Data Privacy.**

a) The Employee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Employee's personal data as described in this document by Omnicom and/or the Company for the exclusive purpose of implementing, administering and managing the Employee's participation in the Plan.

b) The Employee understands that Omnicom and/or the Company hold certain personal information, including, but not limited to, name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company or any of its Affiliates, details of all entitlement to RSUs and Shares awarded, canceled, exercised, vested, unvested or outstanding in the Employee's favor ("**Data**"), for the purpose of implementing, administering and managing the Plan.

c) The Employee understands that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Employee's country or elsewhere, and that the recipient's country may have different data privacy laws and protections than the Employee's country. The Employee understands that the Employee may request a list with the names and addresses of any potential recipients of the Data by contacting the Employee's local human resources representative.

d) The Employee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Employee's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party. The Employee understands that Data shall be held only as long as is necessary to implement, administer and manage the Employee's participation in the Plan. The Employee understands that the Employee may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Employee's local human resources representative. The Employee understands, however, that refusing or withdrawing consent may affect the Employee's ability to participate in the Plan. For more information on the consequences of the refusal to consent or withdrawal of consent, the Employee understands that the Employee may contact the Employee's local human resources representative.

* * * * *

California Labor Code Section 2870

Employment agreements; assignment of rights

e) (a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his rights in an invention to his employer shall not apply to an invention that the employee developed entirely on his own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(i) relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(ii) result from any work performed by the employee for the employer.

f) (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

**OMNICOM
2026 INCENTIVE AWARD PLAN
OPTION AGREEMENT**

GRANT NOTICE

Unless otherwise defined herein, capitalized terms used in this Grant Notice (the “*Grant Notice*”) and the Option Agreement attached as Exhibit A to this Grant Notice (collectively, the “*Agreement*”) have the meanings given in the Omnicom 2026 Incentive Award Plan (as amended, restated and/or otherwise modified from time to time, the “*Plan*”).

You have been granted an award of an Option to purchase Shares, subject to the terms and conditions of the Plan and this Agreement.


Employee:
Grant Date:
Number of Shares subject to Option:
Exercise Price Per Share:

Vesting Schedule: The Option will not be exercisable after [] (the “*Expiration Date*”). Subject to the Employee remaining a Qualified Employee through the applicable Vesting Date and subject to the terms of the Agreement and the Plan, the Option shall become vested and exercisable (i) as to 33⅓% of the Option on [] (the “*First Vesting Date*”) and (ii) as to the remainder, in equal installments on each of the next two anniversary dates of the First Vesting Date (together with the First Vesting Date, each of such dates being referred to herein as a “*Vesting Date*”).

Your signature below, which may be accomplished through electronic means approved by Omnicom, indicates your agreement and understanding that the Option is subject to all of the terms and conditions contained in this Agreement, including the Grant Notice, the Option Agreement attached as Exhibit A to this Grant Notice, the Plan and the restrictive covenants set forth in Section 6 of Exhibit A. **ACCORDINGLY, PLEASE BE SURE TO READ ALL OF EXHIBIT A, WHICH CONTAINS THE SPECIFIC TERMS AND CONDITIONS OF THE OPTION.**

EMPLOYEE:

OMNICOM GROUP INC.

By: 
 Name: Louis F. Januzzi
 Title: Senior Vice President,
 General Counsel and Secretary

Print Name:

Confidential - Not for Public Consumption or Distribution

EXHIBIT A
OMNICOM
2026 INCENTIVE AWARD PLAN
OPTION AGREEMENT

1. **Grant.** Effective as of the Grant Date, Omnicom hereby grants to the Employee, and the Employee hereby accepts, an award of an Option to purchase that number of Shares and at the price per Share (the “**Option Price**”) set forth in the Grant Notice, subject to the terms of the Plan and this Agreement. The Option is a Non-Qualified Stock Option and is not an Incentive Stock Option. Shares acquired upon exercise of the Option (in whole or in part) are referred to herein as the “**Option Shares**.”

2. **Rights as a Shareholder.** The Employee shall have no rights as a shareholder with respect to an Option or any Option Shares unless and until Shares evidencing such Option Shares have been transferred into the Employee’s brokerage account or participant trust (the “**Employee’s Brokerage Account**”) maintained with the administrator of the Plan (“**Omnicom’s Agent**”) or, at Omnicom’s sole discretion, stock certificate(s) evidencing such Option Shares have been issued to the Employee. Except as the Committee may determine, no adjustments shall be made for dividends or other distributions for which the record date is prior to the date of transfer of Shares evidencing Option Shares into the Employee’s Brokerage Account or the date of issuance of such stock certificate(s) to the Employee, as applicable.

3. **Vesting and Forfeiture; Manner of Exercise.**

a) The Option shall not be exercisable after the Expiration Date. The Employee shall vest in the Option and the Option shall become exercisable in accordance with the vesting schedule set forth in the Grant Notice; subject to paragraph (b) below. The Employee shall not have the right to exercise the Option until the date the applicable portion of the Option becomes vested and exercisable.

b) Subject to Article 10 of the Plan, in the event of a Disqualification, to the extent not exercised prior thereto, the Option shall automatically be cancelled and shall be of no further force or effect, except that:

(i) In the event of a Disqualification prior to a Vesting Date by reason of the death of the Employee, the Option shall immediately become vested and exercisable in full on the Disqualification Date and shall remain exercisable until the Expiration Date;

(ii) In the event of a Disqualification prior to a Vesting Date by reason of the Disability of the Employee, a portion of the Option shall immediately become vested and exercisable on the Disqualification Date and shall remain exercisable until the Expiration Date, such portion (rounded up to the nearest full Option Share) to be equal to the sum for each remaining Vesting Date of (x) the total number of Option Shares for which the Option would become exercisable on such Vesting Date multiplied by (y) a fraction, (A) the numerator of which shall be the number of full calendar months between the Grant Date and the Disqualification Date and (B) the denominator of which shall be the number of full calendar months between the Grant Date and such Vesting Date; and

(iii) In the event of a Disqualification after the first anniversary of the Grant Date by reason of the Retirement of the Employee, the Option shall immediately become exercisable in full but may only be exercised during the 36-month period immediately following such Disqualification Date or, if sooner, the Expiration Date.

c) The Employee acknowledges that upon a Change in Control prior to a Vesting Date, Article 10 of the Plan shall govern.

d) The exercise of the Option shall be governed by the terms of this Agreement and the terms of the Plan, including, without limitation, the provisions of Article 5 of the Plan.

e) Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised in whole or in part at any time prior to the time when the Option, or portion thereof, becomes unexercisable.

f) The Option may be exercised, in whole or in part, by contacting Omnicom's Agent either online or by telephone and giving notice (the "**Notice**") of the manner by which the Employee desires to exercise the Option. The date that the Notice is given to Omnicom's Agent (or the date that the Omnicom Notice is given to Omnicom, as provided in paragraph (g) below) shall be the "**Date of Exercise**" of such Option. The Employee is responsible for (i) the full payment of the Option Price with respect to the portion of the Option being exercised and (ii) the full payment of any amounts required to be withheld pursuant to applicable federal, state and local income tax laws in connection with such exercise (the "**Withholding Amounts**"). To the extent permitted by law or the applicable listing rules, if any, the Employee may elect in the Notice to pay the Option Price and the Withholding Amounts: (i) in cash, (ii) unless otherwise determined by the Committee and subject to such terms and conditions as Omnicom's Agent may impose, by delivering Shares (including Shares underlying the Option), duly endorsed for transfer to Omnicom, having a Fair Market Value on the Date of Exercise equal to that portion of the Option Price and Withholding Amounts being paid by delivery of such Shares, (iii) through a combination of cash and Shares (including Shares underlying the Option) as so valued, or (iv) by a cashless exercise by authorizing Omnicom's Agent to sell Option Shares and remit to Omnicom a sufficient portion of the sale proceeds to pay the Option Price and Withholding Amounts.

g) Notwithstanding the foregoing, in the event that there is no Omnicom Agent, the Option may be exercised, in whole or in part, by the delivery to Omnicom of written notice of such exercise (the "**Omnicom Notice**") accompanied by (i) full payment of the Option Price with respect to that portion of the Option being exercised, and (ii) full payment of any Withholding Amounts. To the extent permitted by law or the applicable listing rules, if any, the Employee may elect in the Omnicom Notice to pay the Option Price and the Withholding Amounts: (i) in cash, or (ii) with the consent of the Committee and subject to such terms and conditions as Omnicom may impose, by delivering to Omnicom Shares (including Shares underlying the Option), duly endorsed for transfer to Omnicom, having a Fair Market Value on the Date of Exercise equal to that portion of the Option Price and Withholding Amounts being paid by delivery of such Shares.

4. **Definitions.** For purposes of this Agreement, the terms set forth below shall have the following meanings:

a) "**Affiliate**" of Omnicom or the Company, as the case may be, means any person, firm, corporation or other form of entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Omnicom or the Company, as the case may be as determined by Omnicom.

b) "**Client**" means any person, firm, corporation or other form of entity to whom any member of the Group (i) rendered services at any time during the Employment Period or (ii) had made a Pitch at any time during the Employment Period, or the six months immediately following, the Termination Date.

c) "**Company**" means the Omnicom Affiliate by whom the Employee is employed as of the date of this Agreement and each other Omnicom Affiliate by whom the Employee is employed at any time during the Employment Period notwithstanding anything in the Plan to the contrary.

d) "**Disqualification**" means the time when the Employee is no longer a Qualified Employee for any reason whatsoever, as determined by Omnicom.

e) "**Disqualification Date**" means the date on which the Disqualification occurs.

f) "**Employee**" means the Employee set forth in the Grant Notice.

- g) “**Employment Period**” means the period that the Employee is employed by any member of the Group.
- h) “**Full Time**” means no less than an average of thirty-five (35) hours per week; provided, however, that if the Employee is employed by a Company located outside of the United States in which the legal definition of full-time employment is less than thirty-five (35) hours per week, “Full Time” means the number of hours required by law in that country.
- i) “**Grant Date**” means the Grant Date set forth in the Grant Notice.
- j) “**Group**” means (i) if the Company operates within an Omnicom network, all of the companies, group of companies and divisions operating under a global or national brand of such Omnicom network, and (ii) if the Company operates as part of a division or separate company independent of an Omnicom network, all companies and divisions operating under such independent brand.
- k) “**Omnicom**” means Omnicom Group Inc., a New York corporation.
- l) “**Pitch**” means a new business presentation or similar offering of services; provided, however, a general mailing or an incidental contact shall not be deemed a Pitch.
- m) “**Qualified Employee**” means an employee of either Omnicom or an Omnicom Affiliate scheduled to work Full Time on a recurring and consistent weekly or monthly basis with no defined or expected end date for his or her employment. For the avoidance of doubt, an employee who is on a leave of absence approved by Omnicom or the Company shall continue to be deemed a Qualified Employee during such leave.
- n) “**Restricted Client**” means any person, firm, corporation or other form of entity to whom any member of the Group (i) rendered services at any time during the one-year period prior to the Termination Date, or (ii) had made a Pitch at any time during the one-year period immediately preceding, or the six months immediately following, the Termination Date.
- o) “**Retirement**” means a Termination of Employment by reason of an Employee’s retirement, other than by reason of Disability, at a time when the Employee’s aggregate years of service with Omnicom, any predecessor to Omnicom, or any Omnicom Affiliate plus his or her chronological age equals eighty (80) or more.
- p) “**Restricted Period**” means the Employment Period and the one year period immediately following the end of the Employment Period.
- q) “**Share**” means a share of Stock.
- r) “**Termination Date**” means the date on which the Termination of Employment occurs.
- s) “**Termination of Employment**” means the time when the Employee is no longer employed by any Omnicom Affiliate for any reason whatsoever, as determined by Omnicom or an Omnicom Affiliate.

5. **Nontransferability.** No right or interest of the Employee in the Option may be pledged, encumbered, or hypothecated to or in favor of any party other than Omnicom or an Omnicom Affiliate, or shall be subject to any lien, obligation, or liability of the Employee to any other party other than Omnicom or an Omnicom Affiliate. The Option shall not be assigned, transferred, or otherwise disposed of by the Employee other than by will or the laws of descent and distribution or pursuant to beneficiary designation procedures approved from time to time by the Committee. Notwithstanding the foregoing, to the extent and under such terms and conditions as determined by the Committee, the Employee may assign or transfer the Option (each transferee thereof, a “**Permitted Assignee**”) (i) to the Employee’s spouse, children or grandchildren (including any adopted and step children or grandchildren), parents, grandparents or siblings, (ii) to a trust for the benefit of the Employee and/or one or more of the persons referred to in clause (i), (iii) to a partnership, limited liability

company or corporation in which the Employee or the persons referred to in clause (i) are the only partners, members or shareholders or (iv) for charitable donations; provided, however, that such Permitted Assignee shall be bound by and subject to all of the terms and conditions of the Plan and this Agreement relating to the transferred Option and shall execute an agreement satisfactory to Omnicom evidencing such obligations; and provided further that the Employee shall remain bound by the terms and conditions of the Plan.

6. **Non-Solicitation/Non-Servicing and Protection of Confidential Information Agreement.**

a) In consideration for and in order to be eligible to receive the voluntary grant of the Option provided in this Agreement, the receipt of Confidential Information and for other good and valuable consideration (including the receipt of other compensation paid to the Employee in connection with the Employee's employment by a member of the Group), except on behalf of a member of the Group, the Employee will not, as an individual, employee, consultant, independent contractor, partner, shareholder, member or in association with any other person, firm, corporation or other form of entity, directly or indirectly, and regardless of the Employee continuing to be employed by a member of the Group or the reason for the Employee ceasing to be so employed by any member of the Group:

(i) during the Employment Period, directly or indirectly, solicit business on behalf of, render any services to, engage in, or have any ownership interests or other affiliation in, any business or other endeavor, which is engaged in the business of the same nature as or competitive with any member of the Group; provided, however, that nothing contained in this clause (i) shall be deemed to prevent the undersigned from owning less than $\frac{1}{4}$ of 1% of the shares of any publicly held corporation engaged in any such business;

(ii) during the Restricted Period, solicit, render services to or for, or accept from, any Restricted Client, any business of the type performed by any member of the Group for such Restricted Client or persuade or attempt in any manner to persuade any Restricted Client to cease to do business or to reduce the amount of business which any such Restricted Client has customarily done or is reasonably expected to do with members of the Group; provided, however, that solely with respect to this Section 6(a)(ii), the definition of Restricted Client shall be limited to the particular product, brand or service of such Restricted Client in respect of which at any time during the one-year period prior to the Termination Date, the Employee (A) had a servicing relationship, supervisory responsibility or other involvement, or (B) participated in, supervised or had any responsibility or other involvement in a Pitch; and

(iii) during the Restricted Period, employ as an employee or retain as a consultant any person, firm, corporation or other form of entity who is then or at any time during the one-year period prior to the Termination Date was, an employee of or exclusive consultant to a member of the Group, or persuade or attempt to persuade any employee of or exclusive consultant to a member of the Group to leave the employ of such member of the Group or to become employed as an employee or retained as a consultant by any other person, firm, corporation or other form of entity; provided, however, a solicitation pursuant to general recruitment advertising that is not directed at the employees or exclusive consultants of any member of the Group shall not be deemed to be a breach of this provision.

b) As a professional in a highly service-oriented and creative business, the Employee understands and agrees that his/her position with the Company requires and will continue to require services which are of a special character and which places him/her in a position of confidence and trust with the Clients and employees of members of the Group. The Employee further acknowledges that his/her services to the Clients necessarily require that the Employee have access to Confidential Information (as defined below) of members of the Group and their respective Clients and that, in the course of his/her employment with or rendering of services to the Company, the Employee will develop personal relationships with the Clients and knowledge of those Clients' affairs and requirements. Accordingly, the Employee acknowledges that the type and periods of restrictions imposed in this Agreement are fair and reasonable and are reasonably required in order to protect and maintain the proprietary interests of the members of the Group, other legitimate business interests of members of the Group, and the goodwill associated with the members of the Group. The Employee

further understands and agrees that the Restricted Clients may be serviced from any location and accordingly it is reasonable that the covenants set forth herein are not limited by narrow geographic area but generally by the location of such Restricted Clients. In the event that any covenant contained in this Agreement shall be determined by any court or other tribunal of competent jurisdiction to be unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, (i) such covenant shall be interpreted to extend only over the maximum period of time for which it may be enforceable and/or over the maximum geographical area as to which it may be enforceable and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court or other tribunal making such determination, and (ii) in its reduced form, such covenant shall then be enforceable, but such reduced form of covenant shall only apply with respect to the operation of such covenant in the particular jurisdiction in or for which such adjudication is made.

c) The Employee hereby acknowledges and agrees that for so long as the Employee has been employed by the Company (which term, as used in this Section 6(c) and Section 6(d) shall be deemed to include any Affiliate of the Company), the Employee has acquired and will continue to acquire and have access to confidential or proprietary information about the Company and/or its Clients, including but not limited to, trade secrets, methods, models, passwords, access to computer files, financial information and records, computer software programs, agreements and/or contracts between the Company and its Clients, Client contacts, creative policies and ideas, advertising campaigns, public relations campaigns, creative and media materials, graphic design, budgets, practices, concepts, strategies, methods of operation, financial or business projections of the Company, and information about or received from its Clients (collectively, "**Confidential Information**"). Accordingly, in consideration for and in order to be eligible to receive the voluntary grant of the Option provided in this Agreement, for so long as the Employee is employed by a member of the Group and thereafter, the Employee will retain in strictest confidence all Confidential Information and shall not disclose any such Confidential Information to anyone outside the members of the Group and Omnicom, except in the course of the Employee's duties for the Company or with Omnicom's express written consent. The Employee hereby acknowledges that he/she is aware that such Confidential Information is not readily available to the public, and agrees that he/she will not at any time utilize such Confidential Information for his/her own benefit or for the benefit of third parties.

d) The Employee hereby acknowledges and agrees that all materials created or modified by the Employee for so long as the Employee is employed by the Company, including, without limitation, all works of authorship, inventions, processes, ideas, methods, concepts and other tangible and intangible materials (collectively, "**Work Product**"), shall be "work for hire" and that the Company and/or Omnicom shall be the exclusive owner of the Work Product and all intellectual property rights associated with the Work Product, including all trademarks, patents or copyrights contained therein. To the extent any Work Product does not qualify as "work for hire", the Employee hereby assigns ownership of all such Work Product to the Company and/or Omnicom and agrees to take all reasonable measures, at the Company's expense, to perfect such rights in the Company and/or Omnicom. The Employee hereby appoints the Company and/or Omnicom as his/her attorney-in-fact with the limited power to execute assignments of such Work Product. If the Employee is an employee in the State of California, the parties hereto agree and acknowledge that the terms of this paragraph shall be subject to the terms of Section 2870 of the California Labor Code, a copy of which is annexed to this Agreement. The Employee hereby agrees to advise the Company and/or Omnicom promptly in writing of any inventions that he/she believes meet the criteria set forth in Section 2870. The Employee is hereby notified of the Employee's immunity rights under the Defend Trade Secrets Act, which states: "(1) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (2) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose a trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal, and (B) does not disclose a trade secret, except pursuant to court order."

e) Each of the covenants and agreements contained in this Section 6 (collectively, the "**Protective Covenants**") is separate, distinct and severable. All rights, remedies and benefits expressly

provided for in this Section 6 are cumulative and are not exclusive of any rights, remedies or benefits provided for by law, in this Section 6 or otherwise, and the exercise of any remedy by a party hereto shall not be deemed an election to the exclusion of any other remedy (any such claim by the other party being hereby waived). The provisions of this Section 6 are not in lieu of, but are in addition to the continuing obligations of the Employee (which the Employee hereby acknowledges) to not use or disclose Confidential Information known to the Employee until any particular piece of Confidential Information becomes generally known to the public (through no action of the Employee), whereupon the restriction on use and disclosure shall cease as to that particular item. The existence of any claim, demand, action or cause of action that the Employee may have against Omnicom or any of its Affiliates, whether predicated pursuant to this Section 6 or otherwise, shall not constitute a defense to the enforcement of the provisions of this Section 6 or any other provision or provisions of this Agreement. The covenants contained in this Section 6 for the benefit of Omnicom and the members of the Group, shall survive any termination of this Agreement and may be waived in whole or in part by Omnicom without the consent of any other person, firm, corporation or other form of entity. The temporal duration of the Protective Covenants shall not expire, and shall be tolled, during any period in which the Employee is in violation of any of such Protective Covenants, and all such Protective Covenants shall automatically be extended by the period of such violation. The Employee further acknowledges that he/she is a highly regarded employee who considered the terms and conditions upon which he/she is electing to be granted the Option and that he/she has been advised and has had the opportunity to obtain counsel of his/her choice in connection with reviewing and executing this Agreement.

f) By acceptance of the grant of the Option, the Employee agrees that if the Employee were, without authority, to use or disclose Confidential Information, or otherwise breach any of the Protective Covenants, or threaten to do so, in addition to all other available remedies (including without limitation seeking such damages as it can show it has sustained by reason of such breach), (i) Omnicom and/or any member of the Group shall be entitled to specific performance and injunctive and other appropriate relief (without being required to post bond or other security and without having to prove the inadequacy of the available remedies at law) to prevent the Employee from doing so, and/or (ii) Omnicom (by action of the Chairman, Chief Executive Officer, President, Chief Financial Officer or General Counsel of Omnicom (other than with respect to his or her own Option)) may cause any or all of the following actions to occur: (x) the Option granted hereunder shall become void, shall be forfeited and shall terminate effective the date on which the Employee entered into such activity, (y) any Shares acquired by the Employee pursuant to the exercise of the Option granted hereunder shall be forfeited and returned to Omnicom, and (z) any gain realized by the Employee from the sale or transfer of Shares acquired through the exercise of the Option granted hereunder, shall be returned by the Employee to Omnicom. The Employee acknowledges that the harm caused to Omnicom and/or members of the Group by the breach or anticipated breach of this Agreement is by its nature irreparable because, among other things, it is not readily susceptible of proof as to the monetary harm that would ensue. The Employee consents that any interim or final equitable relief entered by a court of competent jurisdiction shall, at the request of Omnicom and/or a member of the Group be entered on consent and enforced by any court having jurisdiction over the Employee, without prejudice to any rights either party may have to appeal from the proceedings that resulted in any grant of such relief.

g) During the Restricted Period, prior to accepting employment with any subsequent employer, the Employee shall notify any prospective employer in writing of his/her obligations under this Agreement. In addition, immediately after accepting employment with a subsequent employer, the Employee shall provide Omnicom with a copy of the notice that was sent by him/her to such subsequent employer.

h) The Employee acknowledges and agrees that if the Employee has received an equity award (including any restricted stock, restricted stock unit or stock option award) from Omnicom during or after 2005 pursuant to the Plan or any other current or former equity plan of Omnicom, the Employee has previously agreed to restrictions similar to those set forth in this Section 6 (the "**Prior Restrictions**") and such Prior Restrictions shall remain in full force and effect and shall be in addition to the Employee's obligations under this Section 6.

i) Nothing in this Agreement shall prohibit the Employee from (A) disclosing information and documents when required by law, subpoena or court order (subject to the requirements of the foregoing sentence), (B) disclosing information and documents to the Employee's attorney or tax adviser for the purpose

of securing legal or tax advice, (C) reporting possible violations of federal law or regulation to any United States governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or any other whistleblower protection provisions of provincial, state or federal law or regulation (including the right to receive an award for information provided to any such government agencies), (D) disclosing the Employee's post-employment restrictions in this Agreement in confidence to any potential new employer or (E) retaining, at any time, the Employee's personal correspondence, the Employee's personal contacts and documents related to the Employee's own personal benefits, entitlements and obligations.

7. **Investment Representation and Compliance With Applicable Law.** The Employee hereby represents and covenants that (a) the Option Shares will be acquired for investment and not with a view to the distribution thereof within the meaning of the Securities Act, unless such acquisition has been registered under the Securities Act and any applicable state securities law; and (b) any subsequent sale of any such Option Shares, unless their acquisition had been so registered, shall be made either pursuant to an effective registration statement under the Securities Act and any applicable state securities laws, or pursuant to an exemption from registration under the Securities Act and such state securities laws.

8. **No Understandings as to Employment.** Nothing in the Plan, in the grant of the Option or in this Agreement shall constitute or be evidence of any understanding, express or implied, on the part of the Company, Omnicom or any Omnicom Affiliate to employ the Employee for any period or shall interfere with or restrict in any way the rights of the Company, Omnicom and the Omnicom Affiliates to discharge the Employee at any time for any reason whatsoever, with or without cause.

9. **Plan Incorporated.** The Employee accepts the grant of the Option herein subject to all of the provisions of the Plan, which are incorporated into this Agreement by reference, including the provisions that authorize the Committee to administer and interpret the Plan and which provide that the Committee's decisions, determinations and interpretations with respect to the Plan are final and conclusive on all persons affected hereby. Except with respect to definitions used in this Agreement, in the event of a conflict between the provisions of this Agreement and the provisions of the Plan, the provisions of the Plan shall govern. Terms not otherwise defined in this Agreement shall have the meanings ascribed in the Plan.

10. **Amendment.** The Option and this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Board or the Committee, provided that, except as provided by Article 10 of the Plan, neither the amendment, modification, suspension nor termination of this Agreement shall, without the consent of the Employee, adversely alter or impair any rights or obligations of the Employee under this Agreement with respect to the Option in any material way.

11. **Assignment.** The parties hereto agree that Omnicom shall have the right to assign this Agreement, and accordingly, this Agreement shall inure to the benefit of, and may be enforced by, any and all successors and assigns of Omnicom, including, without limitation, by asset assignment, stock sale, merger, consolidation or other corporate reorganization. Subject to Section 5, the Employee agrees that his/her obligations under this Agreement are personal to him/her, and the Employee shall not have the right to assign or otherwise transfer his/her obligations hereunder. Any purported assignment or transfer by the Employee shall be void and ineffective.

12. **Governing Law.** The interpretation and construction of this Agreement, and all matters relating hereto (including, without limitation, the validity or enforcement of this Agreement), shall be governed by the laws of the State of New York without regard to any conflicts or choice of laws provisions of the State of New York that would result in the application of the law of any other jurisdiction.

13. **Notice.** Any notice to be given to Omnicom under the terms of this Agreement shall be addressed to the Office of the General Counsel of Omnicom at 280 Park Avenue, New York, New York 10017, and any notice to be given to the Employee shall be addressed to the Employee at the address set forth beneath his or her signature hereto, or at such other address for a party as such party may hereafter designate in writing

to the other. Any such notice shall be deemed to have been duly given if mailed, postage prepaid, addressed as aforesaid.

14. **Headings.** All section titles and captions in this Agreement are for convenience only, shall not be deemed part of this Agreement, and in no way shall define, limit, extend or describe the scope or intent of any provisions of this Agreement.

15. **Further Assurances.** The parties shall execute all documents, provide all information, and take or refrain from taking all actions as may be reasonably necessary or appropriate to achieve the purposes of this Agreement. The Employee acknowledges that any sale of Option Shares following the date of vesting shall be further evidence of Employee's acceptance of the terms of this Agreement, including Section 6 of this Agreement.

16. **Entire Agreement.** This Agreement, including the Grant Notice and this Option Agreement attached as Exhibit A to the Grant Notice, subject to the terms and conditions of the Plan, constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto. Notwithstanding the foregoing, any other confidentiality agreement, non-solicitation/non-servicing agreement or any other type of restrictive covenant agreement that the Employee has entered into prior to the date hereof or may enter into after the date hereof with Omnicom or one of its Affiliates shall remain in full force and effect. No oral understandings, oral statements, oral promises or oral inducements between the parties hereto relating to this Agreement exist. No representations, warranties, covenants or conditions, express or implied, whether by statute or otherwise, other than as set forth in this Agreement, have been made by the parties hereto.

17. **Remedies.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement or condition.

18. **Acceptance; Counterparts.** The Employee acknowledges and agrees that the Employee's acceptance of the terms of this Agreement through electronic means shall have the same force and effect as an acceptance made in writing. This Agreement may be executed in two or more counterparts, or by facsimile transmission, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

19. **Waiver.** By signing and returning this Agreement, the Employee agrees that the Employee's rights in respect of the Option and the underlying Option Shares (including upon Termination of Employment) shall be defined solely by the Plan and the provisions of this Agreement. Accordingly, the Employee waives all other claims he/she may have against Omnicom or any of its Affiliates, and their respective officers, directors, agents and employees for any losses or damages arising out of the forfeiture of the Option and/or any Option Shares as a result of such Termination of Employment, or otherwise in relation to the Plan with respect to such Option and/or Option Shares.

20. **Third Party Beneficiaries.** Nothing in this Agreement is intended to confer upon any other person except the Employee, Omnicom and the Affiliates of Omnicom, any rights or remedies hereunder or shall create any third party beneficiary rights in any person (other than Affiliates of Omnicom).

21. **No Strict Construction.** The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of law or contract interpretation that provides that in the case of ambiguity or uncertainty a provision should be construed against the draftsman will be applied against any party hereto. The provisions of this Agreement shall be construed according to their fair meaning and neither for nor against any party hereto irrespective of which party caused such provisions to be drafted.

22. **Committee Authority.** The Committee shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and

determinations made by the Committee in good faith shall be final and binding upon the Employee, Omnicom and all other interested persons. No member of the Committee shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Agreement.

23. **Agreement Severable.** In the event that any provision in this Agreement is held invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement.

24. **Employee Data Privacy.**

a) The Employee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Employee's personal data as described in this document by Omnicom and/or the Company for the exclusive purpose of implementing, administering and managing the Employee's participation in the Plan.

b) The Employee understands that Omnicom and/or the Company hold certain personal information, including, but not limited to, name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company or any of its Affiliates, details of all entitlement to this Option and Option Shares awarded, canceled, exercised, vested, unvested or outstanding in the Employee's favor ("**Data**"), for the purpose of implementing, administering and managing the Plan.

c) The Employee understands that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Employee's country or elsewhere, and that the recipient's country may have different data privacy laws and protections than the Employee's country. The Employee understands that the Employee may request a list with the names and addresses of any potential recipients of the Data by contacting the Employee's local human resources representative.

d) The Employee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Employee's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party. The Employee understands that Data shall be held only as long as is necessary to implement, administer and manage the Employee's participation in the Plan. The Employee understands that the Employee may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Employee's local human resources representative. The Employee understands, however, that refusing or withdrawing consent may affect the Employee's ability to participate in the Plan. For more information on the consequences of the refusal to consent or withdrawal of consent, the Employee understands that the Employee may contact the Employee's local human resources representative.

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California Labor Code Section 2870

Employment agreements; assignment of rights

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his rights in an invention to his employer shall not apply to an invention that the employee developed entirely on his own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(i) relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(ii) result from any work performed by the employee for the employer.

(a) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

CERTIFICATION

I, John D. Wren, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended March 31, 2026 of Omnicom Group 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 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 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: April 29, 2026

/s/ JOHN D. WREN

John D. Wren
Chairman and Chief Executive Officer

CERTIFICATION

I, Philip J. Angelastro, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended March 31, 2026 of Omnicom Group 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 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 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: April 29, 2026

/s/ PHILIP J. ANGELASTRO

Philip J. Angelastro
Executive Vice President and
Chief Financial Officer

CERTIFICATION

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, in connection with the filing of Omnicom Group Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2026, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned officers of Omnicom Group Inc. certifies that, to such officer's knowledge:

- the Report 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 Report fairly presents, in all material respects, the financial condition and results of operations of Omnicom Group Inc. as of the dates and for the periods expressed in the Report.

Date: April 29, 2026

	<u>/s/ JOHN D. WREN</u>
Name:	John D. Wren
Title:	Chairman and Chief Executive Officer
	<u>/s/ PHILIP J. ANGELASTRO</u>
Name:	Philip J. Angelastro
Title:	Executive Vice President and Chief Financial Officer

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, and will not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liability of that section. Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent that Omnicom Group Inc. specifically incorporates it by reference.