Deferred Compensation of Management Board Members

Information regarding the commitments made by the Company to the Chairman and other members of the Management Board consisting of compensation, bonuses or benefits that are or could be owed to them as a result of the termination of or changes in their duties, or thereafter. (Article 225-90-1 of the French Commercial Code and Article 2 of Decree No. 2008-448 of May 7, 2008.)

Following the renewal of Maurice Lévy's term of office as Chairman of the Management Board of Publicis Groupe SA, the renewal of Kevin Roberts' and Jack Klues' terms of office as Management Board Members, and the appointment of David Kenny and Jean-Yves Naouri as new Management Board members, the Supervisory Board, upon the recommendation of the Compensation Committee, reviewed the existing contractual commitments regarding the compensation, bonuses or benefits that could be owed to them on the termination of their term of office or their duties, in order to ensure that these commitments comply with Law No. 2007-1223 of August 21, 2007, known as the "TEPA Act."

Further to my letter dated January 18, 2008, regarding regulated agreements, I hereby inform you that on March 17, 2008, the Supervisory Board adopted or authorized the following agreements

A) <u>Company Commitments to the Management Board Chairman:</u>

At its meeting on December 9, 2003, in the course of establishing the terms of the Management Board Chairman's compensation as from 2003, the Supervisory Board decided on conditional additional compensation that will only be paid to him upon the termination of his duties in exchange for an agreement to stay with the Company for at least seven years and a half beginning January 1, 2003 and compliance with a covenant not to compete for three years. These terms were set forth in a written agreement dated November 22, 2004, which remains in effect following the renewal of the Management Board Chairman's term of office beginning January 1, 2008.

Beginning March 17, 2008, the terms of the agreement dated November 22, 2004, regarding this conditional deferred compensation will be as follows:

I.- Conditional deferred compensation

Upon the termination of his duties as Management Board Chairman, Maurice Lévy will receive deferred compensation equal to the total gross amount of the portion of the annual bonuses received by him since 2003 pursuant to the two quantitative components of these bonuses, called "quantitative bonuses," as defined in the agreement of November 22, 2004, i.e.:
a) the portion of the bonus linked to organic growth and the total consolidated net income of Groupe Publicis, compared to that of the Top Tier (Omnicom, WPP, IPG). The portion of the bonus related to each of these two criteria may reach a maximum of 75% of the fixed compensation.

b) the portion of the bonus linked to the net consolidated profit of Publicis Conseil S.A. and its subsidiaries, paid for performing the duties of Chief Executive Officer of Publicis Conseil S.A. pursuant to the terms defined by that company's board of directors.

The payment of the deferred compensation defined above is subject to meeting the following independent, cumulative performance-based and length of presence conditions:

1. Performance-based condition:

The deferred compensation defined above will be paid provided that the average annual amount of the “quantitative bonuses” received by Maurice Lévy for the last three complete years of his term as Management Board Chairman is at least equal to 75% of the general average (including the last three years of his term of office) of the annual “quantitative bonuses” received by Maurice Lévy for 2003 and subsequent years.

If the average of the last three complete years of his term of office is less than 25% of the general average, there will be no deferred compensation.
If the average of the last three complete years of his term of office is between 25% and 75% of the general average, the deferred compensation will be calculated proportionally between 0 and 100% by the rule of three.

2. Length of presence condition:

Deferred compensation is the consideration for Mr. Lévy’s commitment to remain in office for at least nine years following January 1, 2003. Therefore, Mr. Lévy will be entitled to such deferred compensation, as calculated above, provided that he does not resign from his position as Chairman of the Management Board of Publicis Groupe SA prior to the end of his term of office on December 31, 2011.
Termination of his duties on account of illness or disability, death or voluntary departure following a change in the Groupe’s core shareholder will not be considered as a resignation.

If Mr. Lévy departs after December 31, 2011, for whatever reason and subject to meeting the performance conditions, the payment of the deferred compensation will be due.

II. – Covenant not to compete

Maurice Lévy will not, during the three years following the termination of his duties as Chairman of the Management Board of Publicis Groupe SA, for any reason whatsoever, collaborate in any manner whatsoever with a company doing business in the field of advertising, and more generally, with a competitor of Publicis, nor take any stake in a competitor of Publicis.

In consideration of this commitment, Mr. Lévy will receive a sum equal to 18 months of his total gross compensation (the fixed portion and the maximum variable portion as currently defined). This sum will be paid to him in equal monthly advances. These advances must be refunded by Mr. Lévy if he fails to comply with the covenant.

Because this payment constitutes compensation for a covenant not to compete, it is not subject to any performance criteria.

B) <u>Commitments of</u> <u>Publicis Groupe SA or companies it controls to other Management Board members</u>:

Kevin Roberts

Potential severance payments

Pursuant to the terms of the current contracts between Saatchi & Saatchi North America Inc., Saatchi & Saatchi Limited and Kevin Roberts, if these contracts are terminated early by Groupe Publicis "without cause," or if Kevin Roberts terminates them "for cause," Mr. Roberts could be entitled to a sum equal to 120% of his annual fixed compensation, plus 100% of his maximum annual bonus, continuation of his benefits for one year and the right to exercise any stock options and to keep any bonus shares that may have been granted to him.

These sums and benefits are not owed in full unless the average annual amount of the bonuses received by Mr. Roberts for the three months preceding the termination of his duties is at least equal to 75% of his "target bonus." If the average annual amount is less than 25% of the "target bonus," no sum or benefit will be owed. If the average annual amount is between 25% and 75% of the "target bonus," the payments and benefits will be calculated proportionally between 0 and 100% by the rule of three.

Jack Klues

I.- Potential severance payments

Pursuant to the terms of the current contract between Publicis Groupe SA, Starcom Mediavest Group, Inc. and Jack Klues, if this contract is terminated early by Groupe Publicis "without cause," Mr. Klues could be entitled to a sum equal to one year of his annual fixed compensation, plus 100% of his maximum annual bonus, continuation of his benefits for one year, assistance from an outplacement firm for up to one year, and the right to exercise any stock options and to keep any bonus shares that may have been granted to him.

These sums and benefits are not owed in full unless the average annual amount of the bonuses received by Mr. Klues for the three months preceding the termination of his duties is at least equal to 75% of his "target bonus." If the average annual amount is less than 25% of the "target bonus," no sum or benefit will be owed. If the average annual amount is between 25% and 75% of the "target bonus," the payments and benefits will be calculated proportionally between 0 and 100% by the rule of three.

II.- Covenant not to compete

Pursuant to an agreement signed in June 1997 applicable to all senior executives of Leo Burnett Company, Inc. (Jack Klues' employer at the time), which is still in effect following the renewal of his term as Management Board member effective January 1, 2008, if Mr. Klues retires at his own initiative beginning at age 55 or if he is made to retire beginning at age 57, he may also be entitled, for five years, to a sum equal to 30% of his last annual compensation (fixed plus bonus), as well as portion of his fringe benefits, provided that he complies with a five-year covenant not to compete and not to solicit employees.

Because these sums and benefits constitute compensation for a covenant not to compete, they are not subject to any performance criteria.

David Kenny

Potential severance payments

Pursuant to the terms of the current contract between Publicis Groupe SA, Digitas Inc. and David Kenny, if this contract is terminated early by Groupe Publicis “without cause,” Mr. Kenny may be entitled to maintenance of his medical coverage for a maximum of two years. He will be entitled to exercise any stock options and to keep any bonus shares that may have been granted to him.

These benefits will not be owed in full unless the average annual amount of the bonuses received by David Kenny for the three years prior to the termination of his duties is at least equal to 75% of his “target bonus.” If the average annual amount is less than 25% of the “target bonus,” no sum or payment or benefit will be owed. If the average annual amount is between 25% and 75% of the “target bonus,” the benefits will be calculated proportionally between 0 and 100% by the rule of three.

Jean-Yves Naouri

Potential severance payments

Pursuant to the terms of the current agreements between Publicis Groupe Services and Jean-Yves Naouri, if his term as a member of the Management Board of Publicis Groupe SA is terminated “without cause,” Mr. Naouri may be entitled, if he does not retain any salaried duties at Groupe Publicis, to one year of gross global compensation (fixed portion and maximum variable portion) and be entitled to exercise any stock options and to keep any bonus shares that may have been granted to him.

These sums and benefits will not be owed in full unless the average annual amount of the bonuses received by Jean-Yves Naouri for the three years prior to the termination of his duties is at least equal to 75% of his “target bonus.” If the average annual amount is less than 25% of the “target bonus,” no sum or benefit will be owed. If the average annual amount is between 25% and 75% of the “target bonus,” the sums and benefits will be calculated proportionally between 0 and 100% by the rule of three.

The Supervisory Board