Free translation of the original French version

Decision of the Supervisory Board dated 12 September 2018

(Publication pursuant to Articles L. 225-90-1 paragraph 3 and R. 225-60-1 of the French Commercial Code)

The Supervisory Board of Publicis Groupe S.A., in its meeting held on 12 September 2018 and on the recommendation of the Compensation Committee, decided to renew the severance payment of the Management Board members.

The Supervisory Board considers that these undertakings are likely to encourage the Management Board members to be completely involved in their duties to the benefit of the Group and to ensure their loyalty in the service of the Group. Furthermore, these undertakings appear as a counterpart to the dedication expected in the performance of their duties as members of the Management Board.

Mr. Arthur Sadoun

The Supervisory Board decided that in the event of a forced departure or due to a change in control or strategy and other than in the case of serious or gross misconduct, Mr. Arthur Sadoun would be entitled to a severance payment.

The amount of the severance would be equal to one year of total gross compensation (fixed compensation and paid variable component) calculated using the average of the latest 24 months of compensation.

He would also have the right to exercise the options to subscribe to and/or to purchase the shares that have been granted to him, and to retain on a prorated basis the free shares already granted to him more than two years prior, subject to the performance conditions set out in the regulations for the plan in question being satisfied.

This severance payment would be subject to performance condition: the severance payment would only be due in its full amount if the average annual amount of the bonus acquired by Mr. Arthur Sadoun for the three years prior to the termination of his duties is equal to at least 75% of his “target bonus”. If the average annual amount is less than 25% of the “target bonus”, no sum or benefit will be due. If the average amount is between 25% and 75% of the “target bonus”, payments and benefits will be calculated on a proportional basis between 0% and 100% using the rule of three.

The severance payment may only be paid after the determination by the Supervisory Board that the performance conditions had been achieved at the date on which his term as a member of the Management Board ended.

Ms. Anne-Gabrielle Heilbronner

The Supervisory Board decided that in the event of a forced departure due to a change in control or strategy and other than in the case of serious or gross misconduct, Ms. Anne-Gabrielle Heilbronner would be entitled to a severance payment.

Provided that Ms. Anne-Gabrielle Heilbronner does not continue to be employed by Publicis Groupe, the amount of the severance would be equal to one year of total gross compensation (fixed compensation and paid variable component) calculated using the average of the latest 24 months of compensation.

She would also have the right to exercise the options to subscribe to and/or to purchase the shares that have been granted to her, and to retain on a prorated basis the free shares already granted to her more than two years prior, subject to the performance conditions set out in the regulations for the plan in question being satisfied.

This severance payment would be subject to performance condition: the severance payment would only be due in its full amount if the average annual amount of the bonus acquired by Ms. Anne-Gabrielle Heilbronner for the three years prior to the termination of her duties is equal to at least 75% of her "target bonus". If the average annual amount is less than 25% of the "target bonus", no sum or benefit will be due. If the average annual amount is between 25% and 75% of the "target bonus", payments and benefits will be calculated on a proportional basis between 0% and 100% using the rule of three.

The severance payment may only be paid after the determination by the Supervisory Board that the performance conditions had been achieved at the date on which his term as a member of the Management Board ended.

The potential aggregate amount of the severance payment and a severance indemnity due in relation with the employment contract shall not exceed two years of global remuneration (fixed compensation and paid variable component).

Mr. Jean-Michel Etienne

The Supervisory Board decided that in the event of a forced departure due to a change in control or strategy and other than in the case of serious or gross misconduct, Mr. Jean-Michel Etienne would be entitled to a severance payment.

Provided that Mr. Jean-Michel Etienne does not continue to be employed by Publicis Groupe, the amount of the severance would be equal to one and a half year's total gross compensation (fixed compensation and paid variable component) calculated using the average of the latest 24 months of compensation.

He would also have the right to exercise the options to subscribe to and/or to purchase the shares that have been granted to him, and to retain on a prorated basis the free shares already granted to him more than two years prior, subject to the performance conditions set out in the regulations for the plan in question being satisfied.

The severance payment would be subject to performance condition: the severance payment would only be due in its full amount if the average annual amount of the bonus acquired by Mr. Jean-Michel Etienne for the three years prior to the termination of his duties is equal to at least 75% of his "target bonus". If the average annual amount is less than 25% of the "target bonus", no sum or benefit will be due. If the average annual amount is between 25% and 75% of the "target bonus", payments and benefits will be calculated on a proportional basis between 0% and 100% using the rule of three.

The severance payment may only be paid after the determination by the Supervisory Board that the performance conditions had been achieved at the date on which his term as a member of the Management Board ended.

The potential aggregate amount of the severance payment and a severance indemnity due in relation with the employment contract shall not exceed two years of global remuneration (fixed compensation and paid variable component).

Mr. Steve King

The Supervisory Board kept in place the amount of severance payment of Mr. Steve King as it appears in his employment contract with one of the Group's subsidiaries in the United Kingdom.

The Supervisory Board decided that in the event of a forced departure due to a change in control or strategy and other than in the case of serious or gross misconduct, Mr. Steve King would be entitled to this severance payment.

Provided that Mr. Steve King does not continue to be employed by Publicis Groupe, the amount of the severance would be equal to one year total of gross compensation (fixed compensation and paid variable component) calculated using the average of the latest 24 months of compensation.

He would also have the right to exercise the options to subscribe to and/or to purchase the shares that have been granted to him, and to retain on a prorated basis the free shares already granted to him more than two years prior, subject to the performance conditions set out in the regulations for the plan being satisfied.

This severance payment would be subject to performance condition: the severance payment would only be due in its full amount if the average annual amount of the bonus acquired by Mr. Steve King for the three years prior to the termination of his duties is equal to at least 75% of his "target bonus". If the average annual amount is less than 25% of the "target bonus", no sum or benefit will be due. If the average amount is between 25% and 75% of the "target bonus", payments and benefits will be calculated on a proportional basis between 0% and 100% using the rule of three.

The severance payment may only be paid after the determination by the Supervisory Board that the performance conditions had been achieved at the date on which his term as a member of the Management Board ended.

The potential aggregate amount of the severance payment and any other severance indemnity due in relation with the employment contract shall not exceed two years of global remuneration (fixed compensation and paid variable component).