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 June 30, 2021

or

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

Commission file number: 1-6686

THE INTERPUBLIC GROUP OF COMPANIES, INC.

(Exact name of registrant as specified in its charter)

Delaware	**13-1024020**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

909 Third Avenue, New York, New York 10022
(Address of principal executive offices) (Zip Code)

(212)704-1200
(Registrant's telephone number, including area code)

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.10 per share	**IPG**	**The New York Stock Exchange**

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

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

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

Large Accelerated Filer	☒	Accelerated Filer	☐
Non-accelerated Filer	☐	Smaller Reporting Company	☐
		Emerging Growth Company	☐

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

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

The number of shares of the registrant's common stock outstanding as of July 15, 2021 was 393,620,225.

INDEX

INFORMATION REGARDING FORWARD-LOOKING DISCLOSURE

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

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

- the effects of a challenging economy on the demand for our advertising and marketing services, on our clients' financial condition and on our business or financial condition;
- the impacts of the novel coronavirus (COVID-19) pandemic and the measures to contain its spread, including social distancing efforts and restrictions on businesses, social activities and travel, any failure to realize anticipated benefits from the rollout of COVID-19 vaccination campaigns and the resulting impact on the economy, our clients and demand for our services, which may precipitate or exacerbate other risks and uncertainties;
- our ability to attract new clients and retain existing clients;
- our ability to retain and attract key employees;
- risks associated with assumptions we make in connection with our critical accounting estimates, including changes in assumptions associated with any effects of a weakened economy;
- potential adverse effects if we are required to recognize impairment charges or other adverse accounting-related developments;
- risks associated with the effects of global, national and regional economic and political conditions, including counterparty risks and fluctuations in economic growth rates, interest rates and currency exchange rates;
- developments from changes in the regulatory and legal environment for advertising and marketing and communications services companies around the world, including laws and regulations related to data protection and consumer privacy; and
- failure to fully realize the anticipated benefits of our 2020 restructuring actions and other cost-savings initiatives.

Investors should carefully consider these factors and the additional risk factors outlined in more detail under Item 1A, *Risk Factors*, in our most recent annual report on Form 10-K and our quarterly reports on Form 10-Q.

PART I – FINANCIAL INFORMATION

Item 1. *Financial Statements (Unaudited)*

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

	Three months ended June 30,		Six months ended June 30,	
	2021	**2020**	**2021**	**2020**
REVENUE:				
Net revenue	$ 2,269.6	$ 1,853.4	$ 4,297.3	$ 3,825.5
Billable expenses	240.0	172.3	469.3	560.0
Total revenue	2,509.6	2,025.7	4,766.6	4,385.5
OPERATING EXPENSES:				
Salaries and related expenses	1,484.9	1,306.1	2,878.0	2,728.9
Office and other direct expenses	301.0	317.0	593.9	695.2
Billable expenses	240.0	172.3	469.3	560.0
Cost of services	2,025.9	1,795.4	3,941.2	3,984.1
Selling, general and administrative expenses	29.4	4.1	57.6	26.5
Depreciation and amortization	70.1	73.1	139.3	145.9
Restructuring charges	(0.2)	112.6	1.1	112.6
Total operating expenses	2,125.2	1,985.2	4,139.2	4,269.1
OPERATING INCOME	384.4	40.5	627.4	116.4
EXPENSES AND OTHER INCOME:				
Interest expense	(42.6)	(49.8)	(92.2)	(94.6)
Interest income	7.6	5.9	14.5	16.6
Other income (expense), net	4.7	(21.5)	(79.2)	(43.3)
Total (expenses) and other income	(30.3)	(65.4)	(156.9)	(121.3)
INCOME (LOSS) BEFORE INCOME TAXES	354.1	(24.9)	470.5	(4.9)
Provision for income taxes	86.7	19.0	110.5	36.2
INCOME (LOSS) OF CONSOLIDATED COMPANIES	267.4	(43.9)	360.0	(41.1)
Equity in net income (loss) of unconsolidated affiliates	0.4	0.0	0.2	(0.2)
NET INCOME (LOSS)	267.8	(43.9)	360.2	(41.3)
Net (income) loss attributable to noncontrolling interests	(4.5)	(1.7)	(5.2)	0.4
NET INCOME (LOSS) AVAILABLE TO IPG COMMON STOCKHOLDERS	$ 263.3	$ (45.6)	$ 355.0	$ (40.9)
Earnings (Loss) per share available to IPG common stockholders:				
Basic	$ 0.67	$ (0.12)	$ 0.90	$ (0.11)
Diluted	$ 0.66	$ (0.12)	$ 0.89	$ (0.11)
Weighted-average number of common shares outstanding:				
Basic	393.3	389.4	392.4	388.5
Diluted	399.0	389.4	397.6	388.5

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

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

	Three months ended June 30, 2021	Three months ended June 30, 2020	Six months ended June 30, 2021	Six months ended June 30, 2020
NET INCOME (LOSS)	$ 267.8	$ (43.9)	$ 360.2	$ (41.3)
OTHER COMPREHENSIVE INCOME (LOSS)				
Foreign currency translation:				
Foreign currency translation adjustments	16.6	42.8	(24.4)	(104.8)
Reclassification adjustments recognized in net income	(2.2)	3.3	(1.5)	(0.3)
	14.4	46.1	(25.9)	(105.1)
Derivative instruments:				
Changes in fair value of derivative instruments	(6.4)	(0.5)	14.9	(0.9)
Recognition of previously unrealized net (gain) loss in net income	(0.3)	0.6	4.9	1.2
Income tax effect	1.6	0.0	(2.6)	(0.1)
	(5.1)	0.1	17.2	0.2
Defined benefit pension and other postretirement plans:				
Net actuarial (loss) gains for the period	(1.2)	2.2	(1.2)	2.2
Amortization of unrecognized losses, transition obligation and prior service cost included in net income	2.5	1.8	4.8	3.7
Other	0.1	(0.1)	0.0	(1.4)
Income tax effect	(0.6)	(0.9)	(1.0)	(1.2)
	0.8	3.0	2.6	3.3
Other comprehensive income (loss), net of tax	10.1	49.2	(6.1)	(101.6)
TOTAL COMPREHENSIVE INCOME (LOSS)	277.9	5.3	354.1	(142.9)
Less: comprehensive income (loss) attributable to noncontrolling interests	4.6	1.3	5.2	(2.9)
COMPREHENSIVE INCOME (LOSS) ATTRIBUTABLE TO IPG	$ 273.3	$ 4.0	$ 348.9	$ (140.0)

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

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

	June 30, 2021	December 31, 2020
ASSETS:		
Cash and cash equivalents	$ 2,340.6	$ 2,509.0
Accounts receivable, net of allowance of $90.2 and $98.3, respectively	3,893.6	4,646.4
Accounts receivable, billable to clients	2,043.4	1,820.7
Assets held for sale	4.6	0.8
Other current assets	500.3	390.7
Total current assets	8,782.5	9,367.6
Property and equipment, net of accumulated depreciation and amortization of $1,197.5 and $1,133.9, respectively	658.2	690.3
Deferred income taxes	296.6	302.0
Goodwill	4,944.3	4,945.5
Other intangible assets	892.7	933.6
Operating lease right-of-use assets	1,336.3	1,379.3
Other non-current assets	411.1	424.4
TOTAL ASSETS	$ 17,321.7	$ 18,042.7
LIABILITIES:		
Accounts payable	$ 6,605.9	$ 7,269.7
Accrued liabilities	679.8	832.4
Contract liabilities	678.5	657.8
Short-term borrowings	56.7	48.0
Current portion of long-term debt	503.1	502.5
Current portion of operating leases	267.9	268.5
Liabilities held for sale	4.8	1.6
Total current liabilities	8,796.7	9,580.5
Long-term debt	2,907.9	2,915.8
Non-current operating leases	1,379.5	1,441.0
Deferred compensation	382.6	413.2
Other non-current liabilities	671.5	655.2
TOTAL LIABILITIES	14,138.2	15,005.7
Redeemable noncontrolling interests (see Note 5)	72.2	93.1
STOCKHOLDERS’ EQUITY:		
Common stock	39.3	39.0
Additional paid-in capital	1,132.4	1,099.3
Retained earnings	2,777.5	2,636.9
Accumulated other comprehensive loss, net of tax	(886.3)	(880.2)
Total IPG stockholders’ equity	3,062.9	2,895.0
Noncontrolling interests	48.4	48.9
TOTAL STOCKHOLDERS’ EQUITY	3,111.3	2,943.9
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 17,321.7	$ 18,042.7

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

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

	Six months ended June 30, 2021	Six months ended June 30, 2020
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income (loss)	$ 360.2	$ (41.3)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Depreciation and amortization	139.3	145.9
Loss on early extinguishment of debt	74.0	—
Deferred income tax	46.6	(21.1)
Amortization of restricted stock and other non-cash compensation	42.2	35.8
Net losses on sales of businesses	14.2	43.2
Net amortization of bond discounts and deferred financing costs	3.8	5.3
Non-cash restructuring charges	(0.9)	67.6
(Reversal of) Provision for uncollectible receivables	(3.2)	39.4
Other	6.8	11.6
Changes in assets and liabilities, net of acquisitions and divestitures, providing (using) cash:		
Accounts receivable	714.9	1,871.2
Accounts receivable, billable to clients	(235.2)	418.9
Other current assets	(97.1)	(75.0)
Accounts payable	(615.4)	(2,731.4)
Accrued liabilities	(184.5)	(109.4)
Contract liabilities	22.0	(10.8)
Other non-current assets and liabilities	(69.3)	(14.1)
Net cash provided by (used in) operating activities	218.4	(364.2)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	(62.1)	(71.9)
Acquisitions, net of cash acquired	—	(2.5)
Net proceeds from investments	28.8	1.7
Other investing activities	(9.8)	(20.6)
Net cash used in investing activities	(43.1)	(93.3)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Early extinguishment of long-term debt	(1,066.8)	—
Common stock dividends	(215.2)	(199.2)
Tax payments for employee shares withheld	(24.0)	(21.8)
Acquisition-related payments	(12.3)	(32.3)
Distributions to noncontrolling interests	(6.9)	(9.4)
Proceeds from long-term debt	998.1	646.2
Net increase in short-term borrowings	15.8	2.5
Exercise of stock options	8.0	0.0
Other financing activities	(11.2)	(8.3)
Net cash (used in) provided by financing activities	(314.5)	377.7
Effect of foreign exchange rate changes on cash, cash equivalents and restricted cash	(27.9)	(28.9)
Net decrease in cash, cash equivalents and restricted cash	(167.1)	(108.7)
Cash, cash equivalents and restricted cash at beginning of period	2,511.5	1,195.7
Cash, cash equivalents and restricted cash at end of period	$ 2,344.4	$ 1,087.0

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

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

	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss, Net of Tax	Total IPG Stockholders' Equity	Noncontrolling Interests	Total Stockholders' Equity
	Shares	Amount						
Balance at March 31, 2021	393.2	$ 39.3	$ 1,107.9	$ 2,623.1	$ (896.3)	$ 2,874.0	$ 47.6	$ 2,921.6
Net income				263.3		263.3	4.5	267.8
Other comprehensive income					10.0	10.0	0.1	10.1
Reclassifications related to redeemable noncontrolling interests							(0.4)	(0.4)
Distributions to noncontrolling interests							(3.5)	(3.5)
Change in redemption value of redeemable noncontrolling interests				(1.7)		(1.7)		(1.7)
Common stock dividends ($0.270 per share)				(107.2)		(107.2)		(107.2)
Stock-based compensation	0.3	0.0	25.7			25.7		25.7
Exercise of stock options	0.0	0.0	0.1			0.1		0.1
Shares withheld for taxes	0.0	0.0	(1.3)			(1.3)		(1.3)
Other							0.1	0.1
Balance at June 30, 2021	393.5	$ 39.3	$ 1,132.4	$ 2,777.5	$ (886.3)	$ 3,062.9	$ 48.4	$ 3,111.3

	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss, Net of Tax	Total IPG Stockholders' Equity	Noncontrolling Interests	Total Stockholders' Equity
	Shares	Amount						
Balance at December 31, 2020	390.9	$ 39.0	$ 1,099.3	$ 2,636.9	$ (880.2)	$ 2,895.0	$ 48.9	$ 2,943.9
Net income				355.0		355.0	5.2	360.2
Other comprehensive loss					(6.1)	(6.1)	0.0	(6.1)
Reclassifications related to redeemable noncontrolling interests							0.6	0.6
Distributions to noncontrolling interests							(6.8)	(6.8)
Change in redemption value of redeemable noncontrolling interests				(0.7)		(0.7)		(0.7)
Common stock dividends ($0.540 per share)				(213.7)		(213.7)		(213.7)
Stock-based compensation	2.9	0.3	49.1			49.4		49.4
Exercise of stock options	0.6	0.1	8.3			8.4		8.4
Shares withheld for taxes	(0.9)	(0.1)	(24.3)			(24.4)		(24.4)
Other							0.5	0.5
Balance at June 30, 2021	393.5	$ 39.3	$ 1,132.4	$ 2,777.5	$ (886.3)	$ 3,062.9	$ 48.4	$ 3,111.3

	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss, Net of Tax	Total IPG Stockholders' Equity	Noncontrolling Interests	Total Stockholders' Equity
Balance at March 31, 2020	389.5	$ 38.9	$ 981.2	$ 2,591.1	$ (1,078.7)	$ 2,532.5	$ 42.7	$ 2,575.2
Net (loss) income				(45.6)		(45.6)	1.7	(43.9)
Other comprehensive income (loss)					49.6	49.6	(0.4)	49.2
Reclassifications related to redeemable noncontrolling interests							0.2	0.2
Distributions to noncontrolling interests							(3.8)	(3.8)
Common stock dividends ($0.255 per share)				(101.2)		(101.2)		(101.2)
Stock-based compensation	0.2	0.1	15.5			15.6		15.6
Exercise of stock options	0.0	0.0	0.2			0.2		0.2
Shares withheld for taxes	(0.1)	(0.1)	(0.6)			(0.7)		(0.7)
Other							0.3	0.3
Balance at June 30, 2020	389.6	$ 38.9	$ 996.3	$ 2,444.3	$ (1,029.1)	$ 2,450.4	$ 40.7	$ 2,491.1

	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss, Net of Tax	Total IPG Stockholders' Equity	Noncontrolling Interests	Total Stockholders' Equity
Balance at December 31, 2019	387.0	$ 38.7	$ 977.3	$ 2,689.9	$ (930.0)	$ 2,775.9	$ 49.7	$ 2,825.6
Cumulative effect of accounting change				(6.6)		(6.6)		(6.6)
Net loss				(40.9)		(40.9)	(0.4)	(41.3)
Other comprehensive loss					(99.1)	(99.1)	(2.5)	(101.6)
Reclassifications related to redeemable noncontrolling interests							3.0	3.0
Distributions to noncontrolling interests							(9.4)	(9.4)
Change in redemption value of redeemable noncontrolling interests				3.1		3.1		3.1
Common stock dividends ($0.510 per share)				(201.2)		(201.2)		(201.2)
Stock-based compensation	3.6	0.4	40.6			41.0		41.0
Exercise of stock options	0.0	0.0	0.4			0.4		0.4
Shares withheld for taxes	(1.0)	(0.2)	(22.0)			(22.2)		(22.2)
Other							0.3	0.3
Balance at June 30, 2020	389.6	$ 38.9	$ 996.3	$ 2,444.3	$ (1,029.1)	$ 2,450.4	$ 40.7	$ 2,491.1

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

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

Note 1: Basis of Presentation

The unaudited Consolidated Financial Statements have been prepared by The Interpublic Group of Companies, Inc. and its subsidiaries (the “Company,” “IPG,” “we,” “us” or “our”) in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”) and pursuant to the rules and regulations of the Securities and Exchange Commission (the “SEC”) for reporting interim financial information on Form 10-Q. Accordingly, they do not include certain information and disclosures required for complete financial statements. The effects of the novel coronavirus ("COVID-19") pandemic have impacted and will likely continue to impact our results of operations, cash flows and financial position. The Company’s Consolidated Financial Statements presented herein reflect the latest estimates and assumptions made by management that affect the reported amounts of assets and liabilities and related disclosures as of the date of the consolidated financial statements and reported amounts of revenue and expenses during the reporting periods presented. The Company believes it has used reasonable estimates and assumptions to assess the fair values of goodwill, long-lived assets and indefinite-lived intangible assets; assessment of the annual effective tax rate; valuation of deferred income taxes and allowance for expected credit losses on future uncollectible accounts receivable.

Actual results could differ from these estimates and assumptions. The consolidated results for interim periods are not necessarily indicative of results for the full year and should be read in conjunction with our Annual Report on Form 10-K for the year ended December 31, 2020 (the “2020 Annual Report”).

Cost of services is comprised of the expenses of our revenue-producing reportable segments, Integrated Agency Networks (“IAN”) and IPG DXTRA (“DXTRA”), including salaries and related expenses, office and other direct expenses and billable expenses, and includes an allocation of the centrally managed expenses from our "Corporate and Other" group. Office and other direct expenses include rent expense, professional fees, certain expenses incurred by our staff in servicing our clients and other costs directly attributable to client engagements.

Selling, general and administrative expenses are primarily the unallocated expenses from Corporate and Other, excluding depreciation and amortization.

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

Restructuring charges in 2021 consist of adjustments to the Company's restructuring actions taken during 2020 to lower our operating expenses structurally and permanently relative to revenue and to accelerate the transformation of our business, as discussed further in Note 7. Restructuring charges mainly include severance and termination costs and lease impairment costs.

In the opinion of management, these unaudited Consolidated Financial Statements include all adjustments, consisting only of normal and recurring adjustments necessary for a fair statement of the information for each period contained therein. Certain reclassifications and immaterial changes have been made to prior-period financial statements to conform to the current-period presentation.

(Amounts in Millions, Except Per Share Amounts)

Note 2: Revenue

Disaggregation of Revenue

We have two reportable segments as of June 30, 2021: IAN and DXTRA, as further discussed in Note 11. IAN principally generates revenue from providing advertising and media services as well as a comprehensive array of global communications, marketing services and data management. DXTRA generates revenue from a comprehensive array of global public relations and communication services as well as providing events, sports and entertainment marketing, corporate and brand identity, and strategic marketing consulting.

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

	Three months ended June 30,		Six months ended June 30,	
Total revenue:	**2021**	**2020**	**2021**	**2020**
United States	$ 1,557.9	$ 1,309.6	$ 2,983.7	$ 2,879.2
International:				
United Kingdom	209.6	159.3	413.1	356.4
Continental Europe	229.8	164.2	425.4	334.0
Asia Pacific	233.2	200.4	444.1	411.8
Latin America	104.4	65.7	188.0	152.5
Other	174.7	126.5	312.3	251.6
Total International	951.7	716.1	1,782.9	1,506.3
Total Consolidated	$ 2,509.6	$ 2,025.7	$ 4,766.6	$ 4,385.5

	Three months ended June 30,		Six months ended June 30,	
Net revenue:	**2021**	**2020**	**2021**	**2020**
United States	$ 1,435.5	$ 1,227.2	$ 2,745.3	$ 2,547.2
International:				
United Kingdom	194.6	147.2	378.6	312.9
Continental Europe	205.5	149.7	381.3	295.7
Asia Pacific	192.5	162.6	361.6	321.4
Latin America	96.9	62.3	172.3	141.6
Other	144.6	104.4	258.2	206.7
Total International	834.1	626.2	1,552.0	1,278.3
Total Consolidated	$ 2,269.6	$ 1,853.4	$ 4,297.3	$ 3,825.5

(Amounts in Millions, Except Per Share Amounts)

IAN	Three months ended June 30,		Six months ended June 30,	
Total revenue:	**2021**	**2020**	**2021**	**2020**
United States	$ 1,267.3	$ 1,078.9	$ 2,425.2	$ 2,272.2
International	810.5	593.6	1,504.0	1,219.1
Total IAN	$ 2,077.8	$ 1,672.5	$ 3,929.2	$ 3,491.3
Net revenue:				
United States	$ 1,225.3	$ 1,048.4	$ 2,338.8	$ 2,160.3
International	729.2	537.3	1,349.8	1,089.9
Total IAN	$ 1,954.5	$ 1,585.7	$ 3,688.6	$ 3,250.2

DXTRA	Three months ended June 30,		Six months ended June 30,	
Total revenue:	**2021**	**2020**	**2021**	**2020**
United States	$ 290.6	$ 230.7	$ 558.5	$ 607.0
International	141.2	122.5	278.9	287.2
Total DXTRA	$ 431.8	$ 353.2	$ 837.4	$ 894.2
Net revenue:				
United States	$ 210.2	$ 178.8	$ 406.5	$ 386.9
International	104.9	88.9	202.2	188.4
Total DXTRA	$ 315.1	$ 267.7	$ 608.7	$ 575.3

Contract Balances

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

	June 30, 2021	December 31, 2020
Accounts receivable, net of allowance of $90.2 and $98.3, respectively	$ 3,893.6	$ 4,646.4
Accounts receivable, billable to clients	2,043.4	1,820.7
Contract assets	39.4	51.8
Contract liabilities (deferred revenue)	678.5	657.8

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

The majority of our contracts are for periods of one year or less with the exception of our data management contracts. For those contracts with a term of more than one year, we had approximately $640.6 of unsatisfied performance obligations as of June 30, 2021, which will be recognized as services are performed over the remaining contractual terms through 2027.

(Amounts in Millions, Except Per Share Amounts)

Note 3: Debt and Credit Arrangements

Long-Term Debt

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

	Effective Interest Rate	June 30, 2021	December 31, 2020
3.750% Senior Notes due 2021 (less unamortized discount and issuance costs of $0.0 and $0.3, respectively)	3.980%	$ 499.7	$ 499.1
4.000% Senior Notes due 2022	4.130%	—	249.3
3.750% Senior Notes due 2023	4.320%	—	498.8
4.200% Senior Notes due 2024 (less unamortized discount and issuance costs of $0.1 and $0.6, respectively)	4.240%	249.3	498.3
4.650% Senior Notes due 2028 (less unamortized discount and issuance costs of $1.3 and $3.2, respectively)	4.780%	495.5	495.2
4.750% Senior Notes due 2030 (less unamortized discount and issuance costs of $3.4 and $5.4, respectively)	4.920%	641.2	640.8
2.400% Senior Notes due 2031 (less unamortized discount and issuance costs of $0.8 and $4.5, respectively)	2.512%	494.7	—
3.375% Senior Notes due 2041 (less unamortized discount and issuance costs of $1.1 and $5.7, respectively)	3.448%	493.2	—
5.400% Senior Notes due 2048 (less unamortized discount and issuance costs of $2.7 and $5.1, respectively)	5.480%	492.2	492.1
Other notes payable and capitalized leases		45.2	44.7
Total long-term debt		3,411.0	3,418.3
Less: current portion		503.1	502.5
Long-term debt, excluding current portion		$ 2,907.9	$ 2,915.8

As of June 30, 2021 and December 31, 2020, the estimated fair value of the Company's long-term debt was $3,862.1 and $3,995.0, respectively. Refer to Note 12 for details.

Debt Transactions

2.400% Senior Notes due 2031

On February 25, 2021, we issued a total of $500.0 in aggregate principal amount of 2.400% unsecured senior notes (the “2.400% Senior Notes”) due March 1, 2031. Upon issuance, the 2.400% Senior Notes were reflected in our unaudited Consolidated Balance Sheets at $494.5, net of discount of $0.8 and net of capitalized debt issuance costs, including commissions and offering expenses of $4.7, both of which will be amortized in interest expense through the maturity date using the effective interest method. Interest is payable semi-annually in arrears on March 1st and September 1st of each year, commencing on September 1, 2021.

3.375% Senior Notes due 2041

On February 25, 2021, we issued a total of $500.0 in aggregate principal amount of 3.375% unsecured senior notes (the “3.375% Senior Notes”) due March 1, 2041. Upon issuance, the 3.375% Senior Notes were reflected in our unaudited Consolidated Balance Sheets at $493.1, net of discount of $1.1 and net of capitalized debt issuance costs, including commissions and offering expenses of $5.8, both of which will be amortized in interest expense through the maturity date using the effective interest method. Interest is payable semi-annually in arrears on March 1st and September 1st of each year, commencing on September 1, 2021.

Consistent with our other outstanding debt securities, the newly issued 2.400% and 3.375% Senior Notes include covenants that, among other things, limit our liens and the liens of certain of our consolidated subsidiaries, but do not require us to maintain any financial ratios or specified levels of net worth or liquidity. We may redeem the 2.400% and 3.375% Senior Notes at any time in whole, or from time to time in part, in accordance with the provisions of the indenture, including the applicable supplemental indentures, which contain make-whole provisions, under which the 2.400% and 3.375% Senior Notes were issued. Additionally, upon the occurrence of a change of control repurchase event with respect to the 2.400% and 3.375% Senior Notes, each holder of the 2.400% and 3.375% Senior Notes has the right to require the Company to purchase that holder's 2.400% and 3.375% Senior Notes at a price equal to 101% of the principal amount thereof, plus accrued and unpaid interest, unless the Company has exercised its option to redeem all the 2.400% and 3.375% Senior Notes. The proceeds of the 2.400% and 3.375% Senior Notes were used in funding the early extinguishment of certain of our Senior Notes.

4.000% Senior Notes due 2022

In March 2021, we redeemed all $250.0 in aggregate principal amount of the 4.000% unsecured senior notes due 2022 (the "4.000% Senior Notes"). Total cash paid to redeem the 4.000% Senior Notes was $258.9. In connection with the redemption of the 4.000% Senior Notes, we recognized a loss on early extinguishment of debt of $9.2, which included a redemption premium of $8.6 and the write-off of the remaining unamortized discount and debt issuance costs of $0.6. The loss on early extinguishment of debt was recorded in O*ther expense, net* within our unaudited Consolidated Statement of Operations.

3.750% Senior Notes due 2023

In March 2021, we redeemed all $500.0 in aggregate principal amount of the 3.750% unsecured senior notes due 2023 (the "3.750% Senior Notes"). Total cash paid to redeem the 3.750% Senior Notes was $532.9. In connection with the redemption of the 3.750% Senior Notes, we recognized a loss on early extinguishment of debt of $36.5, which included a redemption premium of $30.7, the write-off of the remaining unamortized discount and debt issuance costs of $1.1 and a related deferred loss in other comprehensive income of $4.7. The loss on early extinguishment of debt was recorded in O*ther expense, net* within our unaudited Consolidated Statement of Operations.

4.200% Senior Notes due 2024

In March 2021, we redeemed $250.0 of the $500.0 in aggregate principal amount of the 4.200% unsecured senior notes due 2024 (the "4.200% Senior Notes"). Total cash paid to redeem the 4.200% Senior Notes was $282.2. In connection with the redemption of the 4.200% Senior Notes, we recognized a loss on early extinguishment of debt of $28.3, which included a redemption premium of $27.5, and the write-off of half of the remaining unamortized discount and unamortized debt issuance costs of $0.8. The loss on early extinguishment of debt was recorded in O*ther expense*, *net* within our unaudited Consolidated Statement of Operations.

Credit Arrangements

Credit Agreement

We maintain a committed corporate credit facility, originally dated as of July 18, 2008, which has been amended and restated from time to time (the "Credit Agreement"). We use our Credit Agreement to increase our financial flexibility, to provide letters of credit primarily to support obligations of our subsidiaries and to support our commercial paper program. The Credit Agreement is a revolving facility, expiring in November 2024, under which amounts borrowed by us or any of our subsidiaries designated under the Credit Agreement may be repaid and reborrowed, subject to an aggregate lending limit of $1,500.0, or the equivalent in other currencies. The Company has the ability to increase the commitments under the Credit Agreement from time to time by an additional amount of up to $250.0, provided the Company receives commitments for such increases and satisfies certain other conditions. The aggregate available amount of letters of credit outstanding may decrease or increase, subject to a sublimit of $50.0, or the equivalent in other currencies. Our obligations under the Credit Agreement are unsecured. The Credit Agreement includes covenants that, among other things, (i) limit our liens and the liens of our consolidated subsidiaries, and (ii) limit subsidiary debt. The Credit Agreement also contains a financial covenant that requires us to maintain a certain leverage ratio on a consolidated basis as of the end of each fiscal quarter. As of June 30, 2021, there were no borrowings under the Credit Agreement; however, we had $10.0 of letters of credit under the Credit Agreement, which reduced our total availability to $1,490.0. We were in compliance with all of our covenants in the Credit Agreement as of June 30, 2021.

364-Day Credit Facility

On March 27, 2020, we entered into an agreement for a 364-day revolving credit facility (the "364-Day Credit Facility") that matured on March 26, 2021. The 364-Day Credit Facility was a revolving facility, under which amounts borrowed by us were to be repaid and reborrowed, subject to an aggregate lending limit of $500.0. The cost structure of the 364-Day Credit Agreement was based on the Company's credit ratings. The applicable margin for Base Rate Advances (as defined in the 364-

Day Credit Facility) was 0.250%, the applicable margin for Eurodollar Rate Advances (as defined in the 364-Day Credit Facility) was 1.250%, and the facility fee payable on a lender's revolving commitment was 0.250%. The leverage ratio and other covenants set forth in the 364-Day Credit Facility were equivalent to the covenants contained in the Company's existing Credit Agreement, which remains in full effect.

Uncommitted Lines of Credit

We also have uncommitted lines of credit with various banks that permit borrowings at variable interest rates and that are primarily used to fund working capital needs. We have guaranteed the repayment of some of these borrowings made by certain subsidiaries. If we lose access to these credit lines, we would have to provide funding directly to some of our operations. As of June 30, 2021, the Company had uncommitted lines of credit in an aggregate amount of $965.9, under which we had outstanding borrowings of $56.7 classified as short-term borrowings on our Consolidated Balance Sheet. The average amount outstanding during the second quarter of 2021 was $68.7 with a weighted-average interest rate of approximately 3.0%.

Commercial Paper

The Company is authorized to issue unsecured commercial paper up to a maximum aggregate amount outstanding at any time of $1,500.0. Borrowings under the program are supported by the Credit Agreement described above. Proceeds of the commercial paper are used for working capital and general corporate purposes, including the repayment of maturing indebtedness and other short-term liquidity needs. The maturities of the commercial paper vary but may not exceed 397 days from the date of issue. During the second quarter of 2021, there was no commercial paper activity and, as of June 30, 2021, there was no commercial paper outstanding.

(Amounts in Millions, Except Per Share Amounts)

Note 4: Earnings (Loss) Per Share

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

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
Net income (loss) available to IPG common stockholders	$ 263.3	$ (45.6)	$ 355.0	$ (40.9)
Weighted-average number of common shares outstanding - basic	393.3	389.4	392.4	388.5
Dilutive effect of stock options and restricted shares	5.7	N/A	5.2	N/A
Weighted-average number of common shares outstanding - diluted	399.0	389.4	397.6	388.5
Earnings (loss) per share available to IPG common stockholders:				
Basic	$ 0.67	$ (0.12)	$ 0.90	$ (0.11)
Diluted	$ 0.66	$ (0.12)	$ 0.89	$ (0.11)

Weighted-average number of common shares outstanding and loss per share available to IPG common stockholders were equal on a basic and diluted basis for the three and six months ended June 30, 2020, respectively, because our potentially dilutive securities are anti-dilutive as a result of the net loss available to IPG common stockholders. The potential dilutive effect of stock options and restricted shares on basic weighted-average number of common shares outstanding totaling 2.9 and 3.3 were excluded from the diluted loss per share calculation for the three and six months ended June 30, 2020, respectively.

Note 5: Supplementary Data

Accrued Liabilities

The following table presents the components of accrued liabilities.

	June 30, 2021	December 31, 2020
Salaries, benefits and related expenses	$ 441.9	$ 504.6
Interest	40.9	43.6
Acquisition obligations	32.8	47.9
Income taxes payable	26.2	50.6
Restructuring charges	22.4	69.5
Office and related expenses	18.2	25.5
Other	97.4	90.7
Total accrued liabilities	$ 679.8	$ 832.4

(Amounts in Millions, Except Per Share Amounts)

Other Income (Expense), Net

Results of operations for the three and six months ended June 30, 2021 and 2020 include certain items that are not directly associated with our revenue-producing operations.

	Three months ended June 30, 2021	Three months ended June 30, 2020	Six months ended June 30, 2021	Six months ended June 30, 2020
Loss on early extinguishment of debt	$ —	$ —	$ (74.0)	$ —
Net losses on sales of businesses	(1.7)	(19.9)	(14.2)	(43.2)
Other	6.4	(1.6)	9.0	(0.1)
Total other income (expense), net	$ 4.7	$ (21.5)	$ (79.2)	$ (43.3)

Loss on early extinguishment of debt – During the first quarter of 2021, we recorded a loss of $74.0 related to the early extinguishment of all $250.0 in aggregate principal amount of our 4.000% unsecured senior notes due 2022, all $500.0 in aggregate principal amount of our 3.750% unsecured senior notes due 2023, and $250.0 of the $500.0 in aggregate principal amount of our 4.200% unsecured senior notes due 2024. See Note 3 for further information.

Net losses on sales of businesses – During the three and six months ended June 30, 2021 and 2020, the amounts recognized were related to sales of businesses and the classification of certain assets and liabilities, consisting primarily of cash, as held for sale, within our IAN and DXTRA reportable segments. The businesses held for sale primarily represent unprofitable, non-strategic agencies which are expected to be sold within the next twelve months.

Share Repurchase Program

On July 2, 2018, in connection with the announcement of the Acxiom acquisition, we announced that share repurchases will be suspended for a period of time in order to reduce the increased debt levels incurred in conjunction with the acquisition. As of June 30, 2021, $338.4, excluding fees, remains available for repurchase under the share repurchase programs authorized in previous years, which have no expiration date.

Redeemable Noncontrolling Interests

Many of our acquisitions include provisions under which the noncontrolling equity owners may require us to purchase additional interests in a subsidiary at their discretion. Redeemable noncontrolling interests are adjusted quarterly, if necessary, to their estimated redemption value, but not less than their initial fair value. Any adjustments to the redemption value impact retained earnings or additional paid in capital, except for foreign currency translation adjustments.

The following table presents changes in our redeemable noncontrolling interests.

	Six months ended June 30, 2021	Six months ended June 30, 2020
Balance at beginning of period	$ 93.1	$ 164.7
Change in related noncontrolling interests balance	0.6	(3.1)
Changes in redemption value of redeemable noncontrolling interests:		
Redemptions	(21.1)	(2.5)
Redemption value adjustments	(0.4)	(3.9)
Balance at end of period	$ 72.2	$ 155.2

Note 6: Income Taxes

For the three and six months ended June 30, 2021, our income tax expense was positively impacted by excess tax benefits on employee share-based payments, the majority of which were recognized in the first quarter due to the timing of the vesting of awards, and the revaluation of deferred tax balances resulting from the enactment of tax law changes. This was partially offset by net losses on sales of businesses and the classification of certain assets as held for sale for which we received minimal tax benefit, as well as by losses in certain foreign jurisdictions where we receive no tax benefit due to 100% valuation allowances.

We have various tax years under examination by tax authorities in various countries, and in various states, in which we have significant business operations. It is not yet known whether these examinations will, in the aggregate, result in our paying additional taxes. We believe our tax reserves are adequate in relation to the potential for additional assessments in each of the jurisdictions in which we are subject to taxation. We regularly assess the likelihood of additional tax assessments in those jurisdictions and, if necessary, adjust our reserves as additional information or events require.

With respect to all tax years open to examination by U.S. federal, various state and local, and non-U.S. tax authorities, we currently anticipate that total unrecognized tax benefits will decrease by an amount between $20.0 and $30.0 in the next twelve months, a portion of which will affect our effective income tax rate, primarily as a result of the settlement of tax examinations and the lapsing of statutes of limitations.

We are effectively settled with respect to U.S. federal income tax audits through 2016. With limited exceptions, we are no longer subject to state and local income tax audits for years prior to 2013 or non-U.S. income tax audits for years prior to 2009.

(Amounts in Millions, Except Per Share Amounts)

Note 7: Restructuring Charges

Beginning in the second quarter of 2020, the Company took restructuring actions to lower its operating expenses structurally and permanently relative to revenue and to accelerate the transformation of our business (the “2020 Restructuring Plan”). These actions continued through the fourth quarter, and most were based on our recent experience and learning in the COVID-19 pandemic and a resulting review of our operations to address certain operating expenses such as occupancy expense and salaries and related expenses.

Lease impairment costs, which relate to the office spaces that were vacated as part of the 2020 Restructuring Plan, included impairments of operating lease right-of-use assets and associated leasehold improvements, furniture and asset retirement obligations in addition to losses and gains related to early lease terminations. Lease impairments were calculated based on estimated fair values using market participant assumptions including forecasted net discounted cash flows related to the operating lease right-of-use assets.

All restructuring actions were identified and initiated in 2020, with all actions completed by the end of the fourth quarter of 2020. The amounts for the three and six months ended June 30, 2021 are adjustments to the actions taken in 2020.

The components of the restructuring charges related to the 2020 Restructuring Plan are listed below.

	Three months ended June 30,		Six months ended June 30,	
	2021	2020	2021	2020
Severance and termination costs	$ 0.6	$ 44.6	$ 2.1	$ 44.6
Lease impairment costs	(0.9)	65.7	(1.1)	65.7
Other restructuring costs	0.1	2.3	0.1	2.3
Total restructuring charges	$ (0.2)	$ 112.6	$ 1.1	$ 112.6

Net restructuring charges were comprised of $0.0 at IAN, ($0.3) at DXTRA and $0.1 at Corporate and Other for the three month ended June 30, 2021, which include non-cash lease impairment costs of ($0.6) at IAN and ($0.3) at DXTRA. Net restructuring charges were comprised of $0.5 at IAN, $0.5 at DXTRA and $0.1 at Corporate and Other for the six months ended June 30, 2021, which include non-cash lease impairment costs of ($0.7) at IAN, ($0.3) at DXTRA and ($0.1) at Corporate and Other. Net restructuring charges were comprised of $68.8 at IAN and $36.7 at DXTRA for the three and six months ended June 30, 2020, which include non-cash lease impairment costs of $35.8 at IAN and $26.8 at DXTRA.

A summary of the restructuring activities taken in the first half of 2021 related to the 2020 Restructuring Plan is as follows:

	2020 Restructuring Plan				
	Liability at December 31, 2020	Restructuring Expense	Non-Cash Items	Cash Payments	Liability at June 30, 2021
Severance and termination costs	$ 74.6	$ 2.1	$ 0.3	$ 52.6	$ 23.8
Lease impairment costs	0.0	(1.1)	(1.1)	0.0	0.0
Other restructuring costs	0.0	0.1	(0.1)	0.2	0.0
Total	$ 74.6	$ 1.1	$ (0.9)	$ 52.8	$ 23.8

Note 8: Incentive Compensation Plans

We issue stock-based compensation and cash awards to our employees under various plans established by the Compensation and Leadership Talent Committee of the Board of Directors (the "Compensation Committee") and approved by our stockholders. We issued the following stock-based awards under the 2019 Performance Incentive Plan (the "2019 PIP") during the six months ended June 30, 2021.

	Awards	Weighted-average grant-date fair value (per award)
Restricted stock (units)	0.8	$ 26.23
Performance-based stock (shares)	0.5	$ 21.98
Stock options (shares)	0.3	$ 3.94
Total stock-based compensation awards	1.6	

(Amounts in Millions, Except Per Share Amounts)

During the six months ended June 30, 2021, the Compensation Committee granted performance cash awards under the 2019 PIP and restricted cash awards under the 2020 Restricted Cash Plan with a total annual target value of $39.4 and $80.2, respectively. Cash awards are expensed over the vesting period, which is typically three years for performance cash awards and two years or three years for restricted cash awards.

Note 9: Accumulated Other Comprehensive Loss, Net of Tax

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

	Foreign Currency Translation Adjustments	Derivative Instruments	Defined Benefit Pension and Other Postretirement Plans	Total
Balance as of December 31, 2020	$ (637.6)	$ 6.8	$ (249.4)	$ (880.2)
Other comprehensive (loss) income before reclassifications	(24.4)	13.6	(1.2)	(12.0)
Amount reclassified from accumulated other comprehensive loss, net of tax	(1.5)	3.6	3.8	5.9
Balance as of June 30, 2021	$ (663.5)	$ 24.0	$ (246.8)	$ (886.3)

	Foreign Currency Translation Adjustments	Derivative Instruments	Defined Benefit Pension and Other Postretirement Plans	Total
Balance as of December 31, 2019	$ (697.7)	$ (3.5)	$ (228.8)	$ (930.0)
Other comprehensive (loss) income before reclassifications	(102.3)	(0.7)	0.4	(102.6)
Amount reclassified from accumulated other comprehensive loss, net of tax	(0.3)	0.9	2.9	3.5
Balance as of June 30, 2020	$ (800.3)	$ (3.3)	$ (225.5)	$ (1,029.1)

Amounts reclassified from accumulated other comprehensive loss, net of tax, for the three and six months ended June 30, 2021 and 2020 are as follows:

	Three months ended June 30,		Six months ended June 30,		Affected Line Item in the Consolidated Statements of Operations
	2021	2020	2021	2020	
Foreign currency translation adjustments	$ (2.2)	$ 3.3	$ (1.5)	$ (0.3)	Other income (expense), net
Net (gain) loss on derivative instruments	(0.3)	0.6	4.9	1.2	Other income (expense), net, Interest expense
Amortization of defined benefit pension and postretirement plan items	2.5	1.8	4.8	3.7	Other income (expense), net
Tax effect	(0.5)	(0.6)	(2.3)	(1.1)	Provision for income taxes
Total amount reclassified from accumulated other comprehensive loss, net of tax	$ (0.5)	$ 5.1	$ 5.9	$ 3.5	

(Amounts in Millions, Except Per Share Amounts)

Note 10: Employee Benefits

We have a defined benefit pension plan that covers certain U.S. employees (the “Domestic Pension Plan”). We also have numerous funded and unfunded plans outside the U.S. The Interpublic Limited Pension Plan in the U.K. is a defined benefit plan and is our most material foreign pension plan in terms of the benefit obligation and plan assets. Some of our domestic and foreign subsidiaries provide postretirement health benefits and life insurance to eligible employees and, in certain cases, their dependents. The domestic postretirement benefit plan is our most material postretirement benefit plan in terms of the benefit obligation. Certain immaterial foreign pension and postretirement benefit plans have been excluded from the table below.

The components of net periodic cost for the Domestic Pension Plan, the significant foreign pension plans and the domestic postretirement benefit plan are listed below.

	Domestic Pension Plan		Foreign Pension Plans		Domestic Postretirement Benefit Plan	
Three Months Ended June 30,	**2021**	**2020**	**2021**	**2020**	**2021**	**2020**
Service cost	$ 0.0	$ 0.0	$ 1.1	$ 1.1	$ 0.0	$ 0.0
Interest cost	0.8	0.9	2.0	2.3	0.1	0.2
Expected return on plan assets	(1.4)	(1.4)	(5.3)	(4.6)	0.0	0.0
Amortization of:						
Prior service cost	0.0	0.0	0.1	0.1	0.0	0.0
Unrecognized actuarial losses	0.3	0.4	1.7	1.3	0.4	0.0
Net periodic cost	$ (0.3)	$ (0.1)	$ (0.4)	$ 0.2	$ 0.5	$ 0.2

	Domestic Pension Plan		Foreign Pension Plans		Domestic Postretirement Benefit Plan	
Six Months Ended June 30,	**2021**	**2020**	**2021**	**2020**	**2021**	**2020**
Service cost	$ 0.0	$ 0.0	$ 2.2	$ 2.3	$ 0.0	$ 0.0
Interest cost	1.5	1.9	4.0	4.6	0.3	0.4
Expected return on plan assets	(2.8)	(2.8)	(10.5)	(9.3)	0.0	0.0
Amortization of:						
Prior service cost	0.0	0.0	0.1	0.1	0.0	0.0
Unrecognized actuarial losses	0.8	0.8	3.4	2.7	0.5	0.1
Net periodic cost	$ (0.5)	$ (0.1)	$ (0.8)	$ 0.4	$ 0.8	$ 0.5

The components of net periodic cost other than the service cost component are included in the line item “Other income (expense), net” in the Consolidated Statements of Operations.

During the six months ended June 30, 2021, we contributed $1.6 and $9.4 of cash to our domestic and foreign pension plans, respectively. For the remainder of 2021, we expect to contribute approximately $1.0 and $9.0 of cash to our domestic and foreign pension plans, respectively.

(Amounts in Millions, Except Per Share Amounts)

Note 11: Segment Information

As of June 30, 2021, we have two reportable segments: IAN and DXTRA. IAN is comprised of McCann Worldgroup, Foote, Cone & Belding ("FCB"), MullenLowe Group, Media, Data Services and Tech, which includes IPG Mediabrands, Acxiom and Kinesso, our digital specialist agencies and our domestic integrated agencies. DXTRA is comprised of a number of our specialist marketing services offerings including Weber Shandwick, DeVries, Golin, FutureBrand, Jack Morton and Octagon Worldwide. We also report results for the Corporate and Other group. We continue to evaluate our financial reporting structure, and the profitability measure, employed by our chief operating decision maker for allocating resources to operating divisions and assessing operating division performance, is segment EBITA. Summarized financial information concerning our reportable segments is shown in the following table.

	Three months ended June 30,		Six months ended June 30,	
	2021	2020	2021	2020
Total revenue:				
IAN	$ 2,077.8	$ 1,672.5	$ 3,929.2	$ 3,491.3
DXTRA	431.8	353.2	837.4	894.2
Total	$ 2,509.6	$ 2,025.7	$ 4,766.6	$ 4,385.5
Net revenue:				
IAN	$ 1,954.5	$ 1,585.7	$ 3,688.6	$ 3,250.2
DXTRA	315.1	267.7	608.7	575.3
Total	$ 2,269.6	$ 1,853.4	$ 4,297.3	$ 3,825.5
Segment EBITA [1]:				
IAN	$ 382.9	$ 100.4	$ 637.2	$ 199.4
DXTRA	54.7	(26.3)	95.1	(4.0)
Corporate and Other	(31.6)	(11.8)	(61.7)	(35.9)
Total	$ 406.0	$ 62.3	$ 670.6	$ 159.5
Amortization of acquired intangibles:				
IAN	$ 20.4	$ 20.8	$ 40.9	$ 41.0
DXTRA	1.2	1.0	2.3	2.1
Corporate and Other	0.0	0.0	0.0	0.0
Total	$ 21.6	$ 21.8	$ 43.2	$ 43.1
Depreciation and amortization [2]:				
IAN	$ 42.1	$ 45.3	$ 83.5	$ 90.0
DXTRA	4.3	5.4	8.6	10.5
Corporate and Other	2.1	0.6	4.0	2.3
Total	$ 48.5	$ 51.3	$ 96.1	$ 102.8
Capital expenditures:				
IAN	$ 27.5	$ 19.8	$ 49.2	$ 53.5
DXTRA	1.6	1.3	2.3	2.9
Corporate and Other	4.7	6.2	10.6	15.5
Total	$ 33.8	$ 27.3	$ 62.1	$ 71.9

1 Adjusted EBITA is calculated as net income (loss) available to IPG common stockholders before provision for incomes taxes, total (expenses) and other income, equity in net income (loss) of unconsolidated affiliates, net (income) loss attributable to noncontrolling interests and amortization of acquired intangibles.
2 Excludes amortization of acquired intangibles.

(Amounts in Millions, Except Per Share Amounts)

	June 30, 2021	December 31, 2020
Total assets:		
IAN	$ 14,245.0	$ 14,784.5
DXTRA	1,571.8	1,549.2
Corporate and Other	1,504.9	1,709.0
Total	$ 17,321.7	$ 18,042.7

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

	Three months ended June 30,		Six months ended June 30,	
	2021	2020	2021	2020
IAN EBITA	$ 382.9	$ 100.4	$ 637.2	$ 199.4
DXTRA EBITA	54.7	(26.3)	95.1	(4.0)
Corporate and Other EBITA	(31.6)	(11.8)	(61.7)	(35.9)
Less: consolidated amortization of acquired intangibles	21.6	21.8	43.2	43.1
Operating income	384.4	40.5	627.4	116.4
Total (expenses) and other income	(30.3)	(65.4)	(156.9)	(121.3)
Income (Loss) before income taxes	$ 354.1	$ (24.9)	$ 470.5	$ (4.9)

Note 12: Fair Value Measurements

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

Level 1 Unadjusted quoted prices in active markets for identical assets or liabilities. An active market for the asset or liability is a market in which transactions for the asset or liability occur with sufficient frequency and volume to provide pricing information on an ongoing basis.

Level 2 Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

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

We primarily apply the market approach to determine the fair value of financial instruments that are measured at fair value on a recurring basis. There were no changes to our valuation techniques used to determine the fair value of financial instruments during the six months ended June 30, 2021. The following tables present information about our financial instruments measured at fair value on a recurring basis as of June 30, 2021 and December 31, 2020, and indicate the fair value hierarchy of the valuation techniques utilized to determine such fair value.

(Amounts in Millions, Except Per Share Amounts)

	June 30, 2021				
	Level 1	Level 2	Level 3	Total	Balance Sheet Classification
Assets					
Cash equivalents	$ 1,504.4	$ 0.0	$ 0.0	$ 1,504.4	Cash and cash equivalents
Liabilities					
Contingent acquisition obligations [1]	$ 0.0	$ 0.0	$ 71.3	$ 71.3	Accrued liabilities and Other non-current liabilities

	December 31, 2020				
	Level 1	Level 2	Level 3	Total	Balance Sheet Classification
Assets					
Cash equivalents	$ 1,507.4	$ 0.0	$ 0.0	$ 1,507.4	Cash and cash equivalents
Liabilities					
Contingent acquisition obligations [1]	$ 0.0	$ 0.0	$ 95.5	$ 95.5	Accrued liabilities and Other non-current liabilities

1 Contingent acquisition obligations includes deferred acquisition payments and unconditional obligations to purchase additional noncontrolling equity shares of consolidated subsidiaries. Fair value measurement of the obligations is based upon actual and projected operating performance targets as specified in the related agreements. The decrease in this balance of $24.2 from December 31, 2020 to June 30, 2021 is primarily due to payments related to our deferred acquisitions payments from prior-year acquisitions partially offset by the exercises of redeemable noncontrolling interest and valuation adjustments in our consolidated subsidiaries. The amounts payable within the next twelve months are classified in accrued liabilities; any amounts payable thereafter are classified in other non-current liabilities.

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

The following table presents information about our financial instruments that are not measured at fair value on a recurring basis as of June 30, 2021 and December 31, 2020, and indicates the fair value hierarchy of the valuation techniques utilized to determine such fair value.

	June 30, 2021				December 31, 2020			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Total long-term debt	$ 0.0	$ 3,819.0	$ 43.1	$ 3,862.1	$ 0.0	$ 3,951.1	$ 43.9	$ 3,995.0

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

The discount rates used as significant unobservable inputs in the Level 3 fair value measurements of our contingent acquisition obligations and long-term debt as of June 30, 2021 ranged from 1.0% to 4.0% and 0.4% to 3.4%, respectively.

Non-financial Assets and Liabilities that are Measured at Fair Value on a Nonrecurring Basis

Certain non-financial assets and liabilities are measured at fair value on a nonrecurring basis, primarily goodwill (Level 3), intangible assets, and property and equipment. Accordingly, these assets are not measured and adjusted to fair value on an ongoing basis but are subject to periodic evaluations for potential impairment.

Note 13: Commitments and Contingencies

Guarantees

As discussed in our 2020 Annual Report, we have guaranteed certain obligations of our subsidiaries relating principally to operating leases, uncommitted lines of credit and cash pooling arrangements. As of June 30, 2021 and December 31, 2020, the amount of parent company guarantees on lease obligations was $600.6 and $630.8, respectively, the amount of parent company guarantees relating to uncommitted lines of credit was $434.6 and $399.6, respectively, and the amount of parent company guarantees related to daylight overdrafts, primarily utilized to manage intra-day overdrafts due to timing of transactions under cash pooling arrangements without resulting in incremental borrowings, was $107.3 and $109.2, respectively. In the event of non-payment by the applicable subsidiary of the obligations covered by a guarantee, we would be obligated to pay the amounts covered by that guarantee. As of June 30, 2021, there were no material assets pledged as security for such parent company guarantees.

Legal Matters

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

Note 14: Recent Accounting Standards

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

Income Taxes

In December 2019, the FASB issued amended guidance to simplify the accounting for income taxes by removing certain exceptions and amending certain sections of existing guidance under ASC 740. This amended guidance was effective beginning January 1, 2021. The adoption of this amended guidance did not have a material impact on our Consolidated Financial Statements.

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

The following Management’s Discussion and Analysis of Financial Condition and Results of Operations (“MD&A”) is intended to help you understand The Interpublic Group of Companies, Inc. and its subsidiaries (the “Company,” “IPG,” “we,” “us” or “our”). MD&A should be read in conjunction with our unaudited Consolidated Financial Statements and the accompanying notes included in this report and our Annual Report on Form 10-K for the year ended December 31, 2020 (the “2020 Annual Report”), as well as our other reports and filings with the Securities and Exchange Commission (the “SEC”). Our 2020 Annual Report includes additional information about our significant accounting policies and practices as well as details about the most significant risks and uncertainties associated with our financial and operating results. Our MD&A includes the following sections:

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

RESULTS OF OPERATIONS provides an analysis of the consolidated and segment results of operations for the periods presented.

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

CRITICAL ACCOUNTING ESTIMATES provides an update to the discussion in our 2020 Annual Report of our accounting policies that require critical judgment, assumptions and estimates.

RECENT ACCOUNTING STANDARDS, by reference to Note 14 to the unaudited Consolidated Financial Statements, provides a discussion of certain accounting standards that have been recently adopted or that have not yet been required to be implemented and may be applicable to our future operations.

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

EXECUTIVE SUMMARY

Our Business

We are one of the world’s premier global advertising and marketing services companies. With approximately 52,800 employees and operations in all major world markets, our companies specialize in consumer advertising, digital marketing, communications planning and media buying, public relations, specialized communications disciplines and data management. Our agencies create customized marketing solutions for clients that range in scale from large global marketers to regional and local clients. Comprehensive global services are critical to effectively serve our multinational and local clients in markets throughout the world as they seek to build brands, increase sales of their products and services, and gain market share.

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

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

Impact of COVID-19

In March 2020, the World Health Organization categorized the novel coronavirus ("COVID-19") as a pandemic, and it continues to spread extensively throughout the United States and the rest of the world. The outbreak of COVID-19 and public and private sector measures to reduce its transmission, such as forced business closures and limits on operations, the imposition of social distancing and orders to work-from-home, stay-at-home and shelter-in-place, adversely impacted our business and demand for our services. Some businesses adjusted, reduced or suspended operating activities, which negatively impacted the markets we serve and our results of operations, cash flows and financial position. More recently, we have positively benefited from the effects of robust economic recovery in many of our principal markets as vaccination efforts continue and the overall public health situation has improved. We continue to believe that our focus on our strategic strengths, which include talent, our differentiated go-to-market strategy, data management capabilities, and the relevance of our offerings, position us well to navigate a rapidly changing marketplace. The future course of the pandemic is unpredictable, and the extent of its impact on our results of operations, cash flows and financial position will vary depending on the duration and severity of the continuing economic and operational impacts of COVID-19. The pace of recent improvements in health and economic conditions has not been uniform across all geographies and could be threatened by such factors as the appearance and spread of variants to the COVID-19 virus and limitations on the effectiveness of mass vaccination and other public health efforts to mitigate the impact of the pandemic.

At the outset of the COVID-19 pandemic, we responded swiftly in support of our people, our clients and our communities. To protect our employees, and to do our part in stopping the spread of COVID-19, within days, 95 percent of our global workforce moved to a remote work environment. While we currently anticipate a large portion of our workforce to return to the office at least part of the time in autumn 2021, the majority of our worldwide workforce continues to work from home. We recognized the importance of regular communication to reassure employees and to keep them updated on our plans as the pandemic unfolded, and IPG was recognized with top honors at the Corporate Content Awards North America for its outstanding communication during the pandemic. We adopted an approach of "organized flexibility" to facilitate the new working environments and take into account the need of many employees to work during non-traditional hours and juggle home lives and work responsibilities.

We believe we have had significant success in maintaining and continuing to advance the quality of our services notwithstanding extensive changes required by the pandemic. With respect to managing costs, we undertook multiple initiatives to align our expenses with changes in revenue. The steps we took across our agencies and corporate group included deferred merit increases, freezes on hiring and temporary labor, major cuts in non-essential spending, staff reductions, furloughs in markets where that option was available and salary reductions, including voluntary salary reductions for our senior corporate management team. These actions have been discontinued in 2021 as revenue growth returns.

Starting in the second quarter of 2020 and continuing through the year 2020, the Company also took restructuring actions to lower our operating expenses structurally and permanently relative to revenue and to accelerate the transformation of our business. Most of these actions were based on our recent experience and learning in the COVID-19 pandemic and a resulting review of our operations. Notably, we foresee a greater role for work-from-home in a hybrid office-home model to deliver and support our services in a post-COVID world.

Our Financial Information

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

The change in our operating performance attributable to changes in foreign currency rates is determined by converting the prior-period reported results using the current-period exchange rates and comparing these prior-period adjusted amounts to the prior-period reported results. Although the U.S. Dollar is our reporting currency, a substantial portion of our revenues and expenses are generated in foreign currencies. Therefore, our reported results are affected by fluctuations in the currencies in which we conduct our international businesses. Our exposure is mitigated as the majority of our revenues and expenses in any given market are generally denominated in the same currency. Both positive and negative currency fluctuations against the U.S. Dollar affect our consolidated results of operations, and the magnitude of the foreign currency impact to our operations related to each geographic region depends on the significance and operating performance of the region. Our results during the first half of 2021 were most favorably impacted by the British Pound Sterling, Euro, Australian Dollar and Canadian Dollar.

For purposes of analyzing changes in our operating performance attributable to the net effect of acquisitions and divestitures, transactions are treated as if they occurred on the first day of the quarter during which the transaction occurred.

During the past few years, we have acquired companies that we believe will enhance our offerings and disposed of businesses that are not consistent with our strategic plan.

The metrics that we use to evaluate our financial performance include organic change in net revenue as well as the change in certain operating expenses, and the components thereof, expressed as a percentage of consolidated net revenue, as well as Adjusted EBITA. These metrics are also used by management to assess the financial performance of our reportable segments, Integrated Agency Networks ("IAN") and IPG DXTRA ("DXTRA"). In certain of our discussions, we analyze net revenue by geographic region and by business sector, in which we focus on our top 500 clients, which typically constitute approximately 80% to 85% of our annual consolidated net revenues.

Results for the three and six months ended June 30, 2021, are not indicative of the results that may be expected for the fiscal year ending December 31, 2021. The Consolidated Financial Statements and MD&A presented herein reflect the latest estimates and assumptions made by us that affect the reported amounts of assets and liabilities and related disclosures as of the date of the consolidated financial statements and reported amounts of revenue and expenses during the reporting periods presented. We believe we have used reasonable estimates and assumptions to assess the fair values of goodwill, long-lived assets and indefinite-lived intangible assets; assessment of the annual effective tax rate; valuation of deferred income taxes and allowance for expected credit losses on future uncollectible accounts receivable. If actual market conditions vary significantly from those currently projected, these estimates and assumptions could materially change resulting in adjustments to the carrying values of our assets and liabilities.

(Amounts in Millions, Except Per Share Amounts)

The following table presents a summary of our financial performance for the three and six months ended June 30, 2021 and 2020.

	Three months ended June 30,			Six months ended June 30,		
Statement of Operations Data	**2021**	**2020**	**% Increase/ (Decrease)**	**2021**	**2020**	**% Increase/ (Decrease)**
REVENUE:						
Net revenue	$ 2,269.6	$ 1,853.4	22.5 %	$ 4,297.3	$ 3,825.5	12.3 %
Billable expenses	240.0	172.3	39.3 %	469.3	560.0	(16.2)%
Total revenue	$ 2,509.6	$ 2,025.7	23.9 %	$ 4,766.6	$ 4,385.5	8.7 %
OPERATING INCOME	$ 384.4	$ 40.5	>100%	$ 627.4	$ 116.4	>100%
Adjusted EBITA [1]	$ 406.0	$ 62.3	>100%	$ 670.6	$ 159.5	>100%
NET INCOME (LOSS) AVAILABLE TO IPG COMMON STOCKHOLDERS	$ 263.3	$ (45.6)		$ 355.0	$ (40.9)	
Earnings (loss) per share available to IPG common stockholders:						
Basic	$ 0.67	$ (0.12)		$ 0.90	$ (0.11)	
Diluted	$ 0.66	$ (0.12)		$ 0.89	$ (0.11)	
Operating Ratios						
Organic change in net revenue	19.8 %	(9.9)%		10.6 %	(5.0)%	
Operating margin on net revenue	16.9 %	2.2 %		14.6 %	3.0 %	
Operating margin on total revenue	15.3 %	2.0 %		13.2 %	2.7 %	
Adjusted EBITA margin on net revenue [1]	17.9 %	3.4 %		15.6 %	4.2 %	
Expenses as a % of net revenue:						
Salaries and related expenses	65.4 %	70.5 %		67.0 %	71.3 %	
Office and other direct expenses	13.3 %	17.1 %		13.8 %	18.2 %	
Selling, general and administrative expenses	1.3 %	0.2 %		1.3 %	0.7 %	
Depreciation and amortization	3.1 %	3.9 %		3.2 %	3.8 %	
Restructuring charges [2]	0.0 %	6.1 %		0.0 %	2.9 %	

1 Adjusted EBITA is a financial measure that is not defined by U.S. GAAP. Adjusted EBITA is calculated as net income (loss) available to IPG common stockholders before provision for incomes taxes, total (expenses) and other income, equity in net income (loss) of unconsolidated affiliates, net (income) loss attributable to noncontrolling interests and amortization of acquired intangibles. Refer to the *"Non-GAAP Financial Measure"* section of this MD&A for additional information and for a reconciliation to U.S. GAAP measures.

2 For the three and six months ended June 30, 2021, results include net restructuring charges of $(0.2) and $1.1, respectively. For the three and six months ended June 30, 2020, results include restructuring charges of $112.6. See "Restructuring Charges" in this MD&A and Note 7 to the unaudited Consolidated Financial Statements for further information.

Our organic net revenue increase of 19.8% for the second quarter of 2021 was driven by net higher spending from existing clients across all sectors, most notably in the healthcare, auto and transportation, retail, and technology and telecom sectors, which also increased from net client wins. During the second quarter of 2021, our Adjusted EBITA margin increased to 17.9% from 3.4% in the prior-year period as the increase in net revenue, discussed below in the *"Results of Operations"* section, outpaced the overall increase in our operating expenses, excluding billable expenses and amortization of acquired intangibles.

Our organic net revenue increase of 10.6% for the first half of 2021 was driven by higher spending from existing clients across all sectors, most notably in the healthcare, retail, and auto and transportation sectors. During the first half of 2021, our Adjusted EBITA margin increased to 15.6% from 4.2% in the prior-year period as net revenue increased, discussed below in the "*Results of Operations*" section, and our operating expenses, excluding billable expenses and amortization of acquired intangibles, decreased.

(Amounts in Millions, Except Per Share Amounts)

RESULTS OF OPERATIONS

Consolidated Results of Operations – Three and Six Months Ended June 30, 2021 Compared to Three and Six Months Ended June 30, 2020

Net Revenue

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

		Components of Change				Change	
	Three months ended June 30, 2020	**Foreign Currency**	**Net Acquisitions/ (Divestitures)**	**Organic**	**Three months ended June 30, 2021**	**Organic**	**Total**
Consolidated	$ 1,853.4	$ 58.1	$ (8.0)	$ 366.1	$ 2,269.6	19.8 %	22.5 %
Domestic	1,227.2	—	(4.8)	213.1	1,435.5	17.4 %	17.0 %
International	626.2	58.1	(3.2)	153.0	834.1	24.4 %	33.2 %
United Kingdom	147.2	19.9	0.0	27.5	194.6	18.7 %	32.2 %
Continental Europe	149.7	14.5	(0.4)	41.7	205.5	27.9 %	37.3 %
Asia Pacific	162.6	11.7	(4.6)	22.8	192.5	14.0 %	18.4 %
Latin America	62.3	2.3	1.8	30.5	96.9	49.0 %	55.5 %
Other	104.4	9.7	0.0	30.5	144.6	29.2 %	38.5 %

The 17.4% organic increase during the second quarter of 2021 in our domestic market was driven by growth across nearly all disciplines, most notably in our advertising and media businesses. In our international markets, the 24.4% organic increase was driven by double-digit organic growth from all geographic regions, bolstered by strong performance at our media and advertising businesses in addition to our digital project-based offerings across all geographic regions.

		Components of Change				Change	
	Six months ended June 30, 2020	**Foreign Currency**	**Net Acquisitions/ (Divestitures)**	**Organic**	**Six months ended June 30, 2021**	**Organic**	**Total**
Consolidated	$ 3,825.5	$ 87.4	$ (19.7)	$ 404.1	$ 4,297.3	10.6 %	12.3 %
Domestic	2,547.2	—	(12.2)	210.3	2,745.3	8.3 %	7.8 %
International	1,278.3	87.4	(7.5)	193.8	1,552.0	15.2 %	21.4 %
United Kingdom	312.9	31.5	0.9	33.3	378.6	10.6 %	21.0 %
Continental Europe	295.7	27.7	(1.9)	59.8	381.3	20.2 %	28.9 %
Asia Pacific	321.4	20.6	(8.6)	28.2	361.6	8.8 %	12.5 %
Latin America	141.6	(5.9)	2.1	34.5	172.3	24.4 %	21.7 %
Other	206.7	13.5	0.0	38.0	258.2	18.4 %	24.9 %

The 8.3% organic increase during the first half of 2021 in our domestic market was driven by growth across nearly all disciplines, most notably in our advertising and media businesses. In our international markets, the 15.2% organic increase was driven by strong performance at our media and advertising businesses in addition to our digital project-based offerings across all geographic regions.

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

(Amounts in Millions, Except Per Share Amounts)

Salaries and Related Expenses

	Three months ended June 30, 2021	Three months ended June 30, 2020	% Increase/ (Decrease)	Six months ended June 30, 2021	Six months ended June 30, 2020	% Increase/ (Decrease)
Salaries and related expenses	$ 1,484.9	$ 1,306.1	13.7 %	$ 2,878.0	$ 2,728.9	5.5 %
As a % of net revenue:						
Salaries and related expenses	**65.4 %**	**70.5 %**		**67.0 %**	**71.3 %**	
Base salaries, benefits and tax	53.0 %	59.2 %		55.4 %	60.4 %	
Incentive expense	6.4 %	4.1 %		5.4 %	3.9 %	
Severance expense	0.4 %	3.0 %		0.4 %	2.1 %	
Temporary help	4.5 %	3.1 %		4.5 %	3.8 %	
All other salaries and related expenses	1.1 %	1.1 %		1.3 %	1.1 %	

Net revenue growth of 22.5% outpaced the increase in salaries and related expenses of 13.7% during the second quarter of 2021 as compared to the prior-year period, primarily driven by leverage in base salaries, benefits and tax, partially offset by increased incentive expense, primarily related to better-than-projected performance, and increased temporary help expense. Severance expense decreased primarily as a result of the initiatives taken in the comparable prior-year quarter.

Net revenue growth of 12.3% outpaced the increase in salaries and related expenses of 5.5% during the first half of 2021 as compared to the prior-year period, primarily driven by factors similar to those noted above for the second quarter of 2021.

Office and Other Direct Expenses

	Three months ended June 30, 2021	Three months ended June 30, 2020	% Increase/ (Decrease)	Six months ended June 30, 2021	Six months ended June 30, 2020	% Increase/ (Decrease)
Office and other direct expenses	$ 301.0	$ 317.0	(5.0)%	$ 593.9	$ 695.2	(14.6)%
As a % of net revenue:						
Office and other direct expenses	**13.3 %**	**17.1 %**		**13.8 %**	**18.2 %**	
Occupancy expense	5.0 %	6.6 %		5.3 %	6.6 %	
All other office and other direct expenses [1]	8.3 %	10.5 %		8.5 %	11.6 %	

1 Includes client service costs, non-pass through production expenses, travel and entertainment, professional fees, spending to support new business activity, telecommunications, office supplies, bad debt expense, adjustments to contingent acquisition obligations, foreign currency losses (gains) and other expenses.

Office and other direct expenses decreased by 5.0% compared to the net revenue increase of 22.5% during the second quarter of 2021 as compared to the prior-year period. The decrease was mainly due to lower bad debt expense and a year-over-year change in contingent acquisition obligations, as well as savings on occupancy expense as a result of real estate restructuring actions taken in 2020.

Office and other direct expenses decreased by 14.6% compared to the net revenue increase of 12.3% during the first half of 2021 as compared to the prior-year period. The decrease in office and other direct expenses was mainly due to factors similar to those noted above for the second quarter of 2021 in addition to a decrease in travel and entertainment expenses.

Selling, General and Administrative Expenses

Selling, general and administrative expenses (“SG&A”) are primarily the unallocated expenses of our "Corporate and Other" group, as detailed further in the segment discussion later in this MD&A, excluding depreciation and amortization. For the three months ended June 30, 2021, SG&A as a percentage of net revenue increased as compared to the prior-year period, primarily due to increases in incentive expense and employee insurance expense. For the first half of 2021, SG&A as a percentage of net revenue increased as compared to the prior-year period, primarily due to factors similar to those noted for the second quarter of 2021 in addition to an increase in professional consulting fees partially offset by a decrease in travel and entertainment expenses.

(Amounts in Millions, Except Per Share Amounts)

Depreciation and Amortization

During the second quarter and first half of 2021, depreciation and amortization expenses decreased compared to the prior-year periods.

Restructuring Charges

Beginning in the second quarter of 2020, the Company took restructuring actions to lower its operating expenses structurally and permanently relative to revenue and to accelerate the transformation of our business (the "2020 Restructuring Plan"). These actions continued through the fourth quarter and most were based on our recent experience and learning in the COVID-19 pandemic and a resulting review of our operations to address certain operating expenses such as occupancy expense and salaries and related expenses.

Lease impairment costs, which relate to the office spaces that were vacated as part of the 2020 Restructuring Plan, included impairments of operating lease right-of-use assets and associated leasehold improvements, furniture and asset retirement obligations in addition to losses and gains related to early lease terminations. Lease impairments were calculated based on estimated fair values using market participant assumptions including forecasted net discounted cash flows related to the operating lease right-of-use assets.

All restructuring actions were identified and initiated in 2020, with all actions completed by the end of the fourth quarter of 2020. The amounts for the three and six months ended June 30, 2021 are adjustments to the actions taken in 2020.

The components of the restructuring charges related to the 2020 Restructuring Plan are listed below.

	Three months ended June 30,		Six months ended June 30,	
	2021	**2020**	**2021**	**2020**
Severance and termination costs	$ 0.6	$ 44.6	$ 2.1	$ 44.6
Lease impairment costs	(0.9)	65.7	(1.1)	65.7
Other restructuring costs	0.1	2.3	0.1	2.3
Total restructuring charges	$ (0.2)	$ 112.6	$ 1.1	$ 112.6

Net restructuring charges were comprised of $0.0 at IAN, $(0.3) at DXTRA and $0.1 at Corporate and Other for the three month ended June 30, 2021, which include non-cash lease impairment costs of $(0.6) at IAN and $(0.3) at DXTRA. Net restructuring charges were comprised of $0.5 at IAN, $0.5 at DXTRA and $0.1 at Corporate and Other for the six months ended June 30, 2021, which include non-cash lease impairment costs of $(0.7) at IAN, $(0.3) at DXTRA and $(0.1) at Corporate and Other. Net restructuring charges were comprised of $68.8 at IAN and $36.7 at DXTRA for the three and six months ended June 30, 2020, which include non-cash lease impairment costs of $35.8 at IAN and $26.8 at DXTRA.

A summary of the restructuring activities taken in the first half of 2021 related to the 2020 Restructuring Plan is as follows:

	2020 Restructuring Plan				
	Liability at December 31, 2020	**Restructuring Expense**	**Non-Cash Items**	**Cash Payments**	**Liability at Ju 30, 2021**
Severance and termination costs	$ 74.6	$ 2.1	$ 0.3	$ 52.6	$ 23
Lease impairment costs	0.0	(1.1)	(1.1)	0.0	0
Other restructuring costs	0.0	0.1	(0.1)	0.2	0
Total	$ 74.6	$ 1.1	$ (0.9)	$ 52.8	$ 23

EXPENSES AND OTHER INCOME

(Amounts in Millions, Except Per Share Amounts)

	Three months ended June 30,		Six months ended June 30,	
	2021	2020	2021	2020
Cash interest on debt obligations	$ (41.7)	$ (48.5)	$ (88.8)	$ (91.9)
Non-cash interest	(0.9)	(1.3)	(3.4)	(2.7)
Interest expense	(42.6)	(49.8)	(92.2)	(94.6)
Interest income	7.6	5.9	14.5	16.6
Net interest expense	(35.0)	(43.9)	(77.7)	(78.0)
Other income (expense), net	4.7	(21.5)	(79.2)	(43.3)
Total (expenses) and other income	$ (30.3)	$ (65.4)	$ (156.9)	$ (121.3)

Net interest expense decreased by $8.9 for the three months ended June 30, 2021 compared to a year ago, primarily attributable to decreased cash interest expense as a result of our $500.0 in aggregate principal amount 3.500% unsecured senior notes that matured in the fourth quarter of 2020, as well as an increase in interest income.

Other Income (Expense), Net

Results of operations for the three and six months ended June 30, 2021 and 2020 include certain items that are not directly associated with our revenue-producing operations.

	Three months ended June 30,		Six months ended June 30,	
	2021	2020	2021	2020
Loss on early extinguishment of debt	$ —	$ —	$ (74.0)	$ —
Net losses on sales of businesses	(1.7)	(19.9)	(14.2)	(43.2)
Other	6.4	(1.6)	9.0	(0.1)
Total other income (expense), net	$ 4.7	$ (21.5)	$ (79.2)	$ (43.3)

Loss on early extinguishment of debt – During the first quarter of 2021, we recorded a loss of $74.0 related to the early extinguishment of our $250.0 in aggregate principal amount 4.000% unsecured senior notes due 2022, $500.0 in aggregate principal amount 3.750% unsecured senior notes due 2023, and $250.0 of the $500.0 in aggregate principal amount 4.200% unsecured senior notes due 2024. See Note 3 in Item 1, unaudited Consolidated Financial Statements, for further information.

Net losses on sales of businesses – During the three and six months ended June 30, 2021 and 2020, the amounts recognized were related to sales of businesses and the classification of certain assets and liabilities, consisting primarily of cash, as held for sale, within our IAN and DXTRA reportable segments. The businesses held for sale primarily represent unprofitable, non-strategic agencies which are expected to be sold within the next twelve months.

INCOME TAXES

	Three months ended June 30,		Six months ended June 30,	
	2021	2020	2021	2020
INCOME (LOSS) BEFORE INCOME TAXES	$ 354.1	$ (24.9)	$ 470.5	$ (4.9)
Provision for income taxes	$ 86.7	$ 19.0	$ 110.5	$ 36.2

Our tax rates are affected by many factors, including our worldwide earnings from various countries, changes in legislation and tax characteristics of our income. For the three and six months ended June 30, 2021, our income tax expense was positively impacted by excess tax benefits on employee share-based payments, the majority of which were recognized in the first quarter due to the timing of the vesting of awards, and the revaluation of deferred tax balances resulting from the enactment of tax law changes. This was partially offset by net losses on sales of businesses and the classification of certain assets as held for sale for which we received minimal tax benefit, as well as by losses in certain foreign jurisdictions where we receive no tax benefit due to 100% valuation allowances.

For the three months ended June 30, 2020, our income tax provision was negatively impacted by losses in certain foreign jurisdictions where we received no tax benefit due to 100% valuation allowances, by net losses on sales of businesses and the classification of certain assets as held for sale for which we received no tax benefit and by tax expense associated with the change to our assertion regarding the permanent reinvestment of undistributed earnings attributable to certain foreign subsidiaries.

(Amounts in Millions, Except Per Share Amounts)

For the six months ended June 30, 2020, our income tax provision was negatively impacted by the same factors noted for the three months ended June 30, 2020 in addition to net losses on sales of businesses and the classification of certain assets as held for sale, for which we received minimal tax benefit.

EARNINGS (LOSS) PER SHARE

Basic earnings per share available to IPG common stockholders for the three and six months ended June 30, 2021 was $0.67 and $0.90, respectively, compared to loss per share of $0.12 and $0.11 for the three and six months ended June 30, 2020, respectively. Diluted earnings per share available to IPG common stockholders for the three and six months ended June 30, 2021 was $0.66 and $0.89, respectively, compared to diluted loss per share of $0.12 and $0.11 for the three and six months ended June 30, 2020, respectively.

Basic and diluted earnings per share for the three months ended June 30, 2021 included a negative impact of $0.04 from the amortization of acquired intangibles.

Basic and diluted earnings per share for the six months ended June 30, 2021 included a negative impact of $0.09 from the amortization of acquired intangibles, a negative impact of $0.03 from net losses on sales of businesses and the classification of certain assets as held for sale and a negative impact of $0.14 from the loss on early extinguishment of debt.

Basic and diluted loss per share for the three months ended June 30, 2020 included a negative impact of $0.05 from the amortization of acquired intangibles, a negative impact of $0.22 from restructuring charges, a negative impact of $0.05 from net losses on sales of businesses and the classification of certain assets as held for sale, and a negative impact of $0.03 from a discrete tax item.

Basic and diluted loss per share for the six months ended June 30, 2020 included a negative impact of $0.09 from the amortization of acquired intangibles, a negative impact of $0.22 from restructuring charges, a negative impact of $0.11 from net losses on sales of businesses and the classification of certain assets as held for sale, and a negative impact of $0.03 from a discrete tax item.

Segment Results of Operations – Three and Six Months Ended June 30, 2021 Compared to Three and Six Months Ended June 30, 2020

As discussed in Note 11 to the unaudited Consolidated Financial Statements, we have two reportable segments as of June 30, 2021: IAN and DXTRA. We also report results for the “Corporate and Other” group.

IAN

Net Revenue

		Components of Change				Change	
	Three months ended June 30, 2020	Foreign Currency	Net Acquisitions/ (Divestitures)	Organic	Three months ended June 30, 2021	Organic	Total
Consolidated	$ 1,585.7	$ 48.6	$ (5.4)	$ 325.6	$ 1,954.5	20.5 %	23.3 %
Domestic	1,048.4	—	(3.8)	180.7	1,225.3	17.2 %	16.9 %
International	537.3	48.6	(1.6)	144.9	729.2	27.0 %	35.7 %

The organic increase during the second quarter of 2021 was driven by net higher spending from existing clients across all sectors, most notably in the healthcare, technology and telecom, retail, and auto and transportation sectors, which also increased due to net client wins. The 17.2% organic increase during the second quarter of 2021 in our domestic market was driven by growth across all disciplines, most notably in our advertising and media businesses. In our international markets, the 27.0% organic increase was driven by strong performance at our media and advertising businesses as well as our digital project-based offerings throughout all geographic regions.

(Amounts in Millions, Except Per Share Amounts)

		Components of Change				Change	
	Six months ended June 30, 2020	Foreign Currency	Net Acquisitions/ (Divestitures)	Organic	Six months ended June 30, 2021	Organic	Total
Consolidated	$ 3,250.2	$ 71.4	$ (11.4)	$ 378.4	$ 3,688.6	11.6 %	13.5 %
Domestic	2,160.3	0.0	(8.1)	186.6	2,338.8	8.6 %	8.3 %
International	1,089.9	71.4	(3.3)	191.8	1,349.8	17.6 %	23.8 %

The organic increase during the first half of 2021 was mainly attributable to a combination of higher spending from existing clients and net client wins in the healthcare, retail, auto and transportation, and technology and telecom sectors. The organic increases during the first half of 2021 in our domestic market of 8.6% and our international market of 17.6% were primarily driven by factors similar to those noted above for the second quarter of 2021.

Segment EBITA

	Three months ended June 30,			Six months ended June 30,		
	2021	2020	Change	2021	2020	Change
Segment EBITA [1]	$ 382.9	$ 100.4	>100%	$ 637.2	$ 199.4	>100%
Segment EBITA margin on net revenue [1]	19.6 %	6.3 %		17.3 %	6.1 %	

1 Segment EBITA and Segment EBITA margin on net revenue include restructuring charges of $0.5 in the six months ended June 30, 2021, respectively, and $68.8 in the three and six months ended June 30, 2020, respectively. See "Restructuring Charges" in this MD&A and Note 7 to the unaudited Consolidated Financial Statements for further information.

Segment EBITA margin expanded during the second quarter of 2021 compared to the prior-year period, as the increase in net revenue, as discussed above, outpaced the overall increase in our operating expense, excluding billable expenses and amortization of acquired intangibles. Net revenue growth of 23.3% outpaced the increase in salaries and related expenses as compared to the prior-year period, primarily due to leverage in base salaries, benefits and tax, partially offset by increased incentive expense, primarily related to better-than-projected performance, and increased temporary help expense. Severance expense decreased primarily as a result of the initiatives taken in the comparable prior-year quarter. Office and other direct expense decreased mainly due to lower bad debt expense and a change in year-over-year contingent acquisition obligations, as well as savings on occupancy expense as a result of our real estate restructuring actions taken in 2020. During the second quarter of 2020, segment EBITA included restructuring charges of $68.8.

Segment EBITA margin increased during the first half of 2021 when compared to the prior-year period, as net revenue increased 13.5% while operating expenses, excluding billable expenses and amortization of acquired intangibles, remained flat. Net revenue growth outpaced the increase in salaries and related expenses as compared to the prior year period, mainly due to factors similar to those noted above for the second quarter of 2021. Office and other direct expenses decreased mainly due to factors similar to those noted above for the second quarter of 2021 in addition to a decrease in travel and entertainment expenses. During the first half of 2021, segment EBITA included restructuring charges of $0.5, compared to restructuring charges of $68.8 during the first half of 2020.

Depreciation and amortization, excluding amortization of acquired intangibles, as a percentage of net revenue was 2.2% and 2.3% during the second quarter and first half of 2021, respectively, which decreased compared to the prior-year periods.

DXTRA

Net Revenue

		Components of Change				Change	
	Three months ended June 30, 2020	Foreign Currency	Net Acquisitions/ (Divestitures)	Organic	Three months ended June 30, 2021	Organic	Total
Consolidated	$ 267.7	$ 9.5	$ (2.6)	$ 40.5	$ 315.1	15.1 %	17.7 %
Domestic	178.8	—	(1.0)	32.4	210.2	18.1 %	17.6 %
International	88.9	9.5	(1.6)	8.1	104.9	9.1 %	18.0 %

The organic increase during the second quarter of 2021 was mainly attributable to net higher spending from existing clients in the auto and transportation, food and beverage and consumer goods sectors. The organic increase during the second quarter of 2021 in our domestic market was driven by revenue increases at our public relations agencies and sports and experiential marketing businesses. In our international market, the organic increase was primarily driven by growth across all disciplines, most notably in the United Kingdom and Continental Europe regions.

(Amounts in Millions, Except Per Share Amounts)

		Components of Change				Change	
	Six months ended June 30, 2020	Foreign Currency	Net Acquisitions/ (Divestitures)	Organic	Six months ended June 30, 2021	Organic	Total
Consolidated	$ 575.3	$ 16.0	$ (8.3)	$ 25.7	$ 608.7	4.5 %	5.8 %
Domestic	386.9	—	(4.1)	23.7	406.5	6.1 %	5.1 %
International	188.4	16.0	(4.2)	2.0	202.2	1.1 %	7.3 %

The organic increase during the first half of 2021 was mainly attributable to higher spending from existing clients in the food and beverage, consumer goods, and auto and transportation sectors. The organic increase during the first half of 2021 in our domestic market was driven by the factors similar to those noted above for the second quarter of 2021. The organic increase during the first half of 2021 in our international market was primarily driven by increases at our public relations agencies and brand consultancy businesses, primarily in the United Kingdom, partially offset by revenue decreases at our sports and experiential marketing businesses, primarily in Asia Pacific region.

Segment EBITA

	Three months ended June 30,			Six months ended June 30,		
	2021	2020	Change	2021	2020	Change
Segment EBITA [1]	$ 54.7	$ (26.3)	>100%	$ 95.1	$ (4.0)	>100%
Segment EBITA margin on net revenue [1]	17.4 %	(9.8)%		15.6 %	(0.7)%	

1 Segment EBITA and Segment EBITA margin on net revenue include restructuring charges of $(0.3) and $0.5 in the three and six months ended June 30, 2021, respectively, and $36.7 in the three and six months ended June 30, 2020, respectively. See “Restructuring Charges” in this MD&A and Note 7 to the unaudited Consolidated Financial Statements for further information.

Segment EBITA margin increased during the second quarter of 2021 compared to the prior-year period, as net revenue increased, as discussed above, and our operating expenses, excluding billable expenses and amortization of acquired intangibles, decreased. Net revenue growth of 17.7% outpaced the increase in salaries and related expenses, as compared to the prior-year period, primarily due to leverage in base salaries, benefits and tax and severance expense as a result of the initiatives taken in the comparable prior-year quarter, partially offset by increased incentive expense, primarily related to better-than-projected performance, and increased temporary help expense. Office and other direct expense decreased mainly due to a change in year-over-year contingent acquisition obligations and a decrease in new business and promotion expenses, as well as savings on occupancy expense as a result of our real estate restructuring actions taken in 2020. During the second quarter of 2021, segment EBITA included restructuring charges of $(0.3) compared to restructuring charges of $36.7 during the second quarter of 2020.

Segment EBITA margin increased during the first half of 2021 when compared to the prior-year period, as net revenue increased 5.8% while operating expenses, excluding billable expenses and amortization of acquired intangibles, decreased. Net revenue growth outpaced the increase in salaries and related expenses as compared to the prior year period, mainly due to factors similar to those noted above for the second quarter of 2021. Office and other direct expenses decreased mainly due to factors similar to those noted above for the second quarter of 2021, in addition to a decrease in travel and entertainment expense. During the first half of 2021, segment EBITA included restructuring charges of $0.5 compared to the restructuring charges of $36.7 during the first half of 2020.

Depreciation and amortization, excluding amortization of acquired intangibles, as a percentage of net revenue was 1.4% during the second quarter and first half of 2021, which decreased as compared to the prior-year periods.

CORPORATE AND OTHER

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

(Amounts in Millions, Except Per Share Amounts)

During the second quarter of 2021, Corporate and Other expenses increased by $19.8 to $31.6 compared to the prior-year period, primarily due to increases in incentive expense and employee insurance expense. During the first half of 2021, Corporate and Other expenses increased by $25.8 to $61.7 compared to the prior-year period, primarily attributable to factors similar to those noted for the second quarter of 2021 in addition to increases in professional consulting fees.

During the second quarter and first half of 2021, Corporate and Other expense included $0.1 of restructuring charges, compared to $7.1 of restructuring charges during the second quarter and first half of 2020.

LIQUIDITY AND CAPITAL RESOURCES

CASH FLOW OVERVIEW

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

	Six months ended June 30,	
Cash Flow Data	**2021**	**2020**
Net income, adjusted to reconcile to net cash provided by (used in) operating activities [1]	$ 683.0	$ 286.4
Net cash used in working capital [2]	(395.3)	(636.5)
Changes in other assets and liabilities using cash	(69.3)	(14.1)
Net cash provided by (used in) operating activities	$ 218.4	$ (364.2)
Net cash used in investing activities	(43.1)	(93.3)
Net cash (used in) provided by financing activities	(314.5)	377.7

1 Reflects net income (loss) adjusted primarily for depreciation and amortization of fixed assets and intangible assets, loss on early extinguishment of debt, deferred income taxes, amortization of restricted stock and other non-cash compensation, net losses on sales of businesses and non-cash restructuring charges.
2 Reflects changes in accounts receivable, other current assets, accounts payable, accrued liabilities and contract liabilities.

Operating Activities

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

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

Net cash provided by operating activities during the first half of 2021 was $218.4, which was an increase of $582.6 as compared to the first half of 2020, primarily due to our increase in net income and a decrease in working capital usage of $241.2. Working capital was impacted by the spending levels of our clients and was primarily attributable to our media business.

Investing Activities

Net cash used in investing activities during the first half of 2021 was $43.1, which was a decrease of $50.2 as compared to the first half of 2020, primarily due to an increase from net proceeds from investments during the first half of 2021 as well as a decrease in capital expenditures, which consisted primarily of decreases in computer software. The payments for capital expenditures were $62.1 and $71.9 in the first half of 2021 and 2020, respectively.

Financing Activities

Net cash used in financing activities during the first half of 2021 was $314.5, primarily driven by payment for the early extinguishment of long-term debt of $1,066.8 in the first quarter of 2021 and the payment of common stock dividends of $215.2, partially offset by the net proceeds of $998.1 from the issuance of our $500.0 aggregate principal amount of 2.400% unsecured senior notes due 2031 (the "2.400% Senior Notes") and $500.0 aggregate principal amount of 3.375% unsecured senior notes due 2041 (the "3.375% Senior Notes") in the first quarter of 2021. See Note 3 in Item 1, *Financial Statements*, for further information.

Net cash provided by financing activities during the first half of 2020 was primarily driven by the net proceeds of $646.2 from the issuance of our 4.750% unsecured senior notes due 2030, partially offset by the payment of common stock dividends of $199.2.

Foreign Exchange Rate Changes

The effect of foreign exchange rate changes on cash, cash equivalents and restricted cash included in the unaudited Consolidated Statements of Cash Flows resulted in a net decrease of $27.9 during the first half of 2021. The decrease was primarily a result of the U.S. Dollar being stronger than several foreign currencies, including the Euro, British Pound Sterling and Australian Dollar as of June 30, 2021 as compared to December 31, 2020.

LIQUIDITY OUTLOOK

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

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

Funding Requirements

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

Notable funding requirements include:

- Debt service – Our 3.750% unsecured senior notes in aggregate principal amount of $500.0 mature on October 1, 2021. We expect to use available cash on hand as well as additional short-term borrowings as needed to fund the principal repayment. As of June 30, 2021, we had outstanding short-term borrowings of $56.7 from our uncommitted lines of credit used primarily to fund short-term working capital needs. The remainder of our debt is primarily long-term, with maturities scheduled from 2024 through 2048.
- Acquisitions – We paid deferred payments of $49.2 for prior-year acquisitions as well as ownership increases in our consolidated subsidiaries in the first half of 2021. In addition to potential cash expenditures for new acquisitions, we expect to pay approximately $33.0 over the next twelve months related to all completed acquisitions as of June 30, 2021. We may also be required to pay approximately $20.0 related to redeemable noncontrolling interest held by minority shareholders, if exercised, over the next twelve months. We will continue to evaluate strategic opportunities to grow and continue to strengthen our market position, particularly in our digital and marketing services offerings, and to expand our presence in high-growth and key strategic world markets.
- Dividends – In the first half of 2021, we paid a quarterly cash dividend of $0.270 per share on our common stock, which corresponded to an aggregate dividend payment of $215.2. Assuming we pay a quarterly dividend of $0.270 per

share, and there is no significant change in the number of outstanding shares as of June 30, 2021, we would expect to pay approximately $425.0 over the next twelve months. Whether to declare and the amount of any such future dividend is at the discretion of our Board of Directors and will depend upon factors such as our earnings, financial position and cash requirements.

- Restructuring – All restructuring charges were identified and initiated in 2020, with all actions completed by the end of the fourth quarter of 2020. Restructuring charges of $1.1 during the first half of 2021 are adjustments to the actions taken in 2020. As of June 30, 2021, our remaining liability related to restructuring actions was $23.8.

Share Repurchase Program

On July 2, 2018, in connection with the announcement of the Acxiom acquisition, we announced that share repurchases will be suspended for a period of time in order to reduce the increased debt levels incurred in conjunction with the acquisition. As of June 30, 2021, $338.4, excluding fees, remains available for repurchase under the share repurchase programs authorized in previous years, which have no expiration date.

FINANCING AND SOURCES OF FUNDS

Substantially all of our operating cash flow is generated by our agencies. Our cash balances are held in numerous jurisdictions throughout the world, including at the holding company level. Below is a summary of our sources of liquidity.

Credit Arrangements

We maintain a committed corporate credit facility, originally dated as of July 18, 2008, which has been amended and restated from time to time (the "Credit Agreement"). We use our Credit Agreement to increase our financial flexibility, to provide letters of credit primarily to support obligations of our subsidiaries and to support our commercial paper program. The Credit Agreement is a revolving facility, expiring in November 2024, under which amounts borrowed by us or any of our subsidiaries designated under the Credit Agreement may be repaid and reborrowed, subject to an aggregate lending limit of $1,500.0, or the equivalent in other currencies. The Company has the ability to increase the commitments under the Credit Agreement from time to time by an additional amount of up to $250.0, provided the Company receives commitments for such increases and satisfies certain other conditions. The aggregate available amount of letters of credit outstanding may decrease or increase, subject to a sublimit of $50.0, or the equivalent in other currencies. Our obligations under the Credit Agreement are unsecured. As of June 30, 2021, there were no borrowings under the Credit Agreement; however, we had $10.0 of letters of credit under the Credit Agreement, which reduced our total availability to $1,490.0.

On March 27, 2020, we entered into an agreement for a 364-day revolving credit facility (the "364-Day Credit Facility") that matured on March 26, 2021. The 364-Day Credit Facility was a revolving facility, under which amounts borrowed by us were to be repaid and reborrowed, subject to an aggregate lending limit of $500.0. The cost structure of the 364-Day Credit Agreement was based on our credit ratings. The applicable margin for Base Rate Advances (as defined in the 364-Day Credit Facility) was 0.250%, the applicable margin for Eurodollar Rate Advances (as defined in the 364-Day Credit Facility) was 1.250%, and the facility fee payable on a lender's revolving commitment was 0.250%. The leverage ratio and other covenants set forth in the 364-Day Credit Facility were equivalent to the covenants contained in the Company's existing Credit Agreement, which remains in full effect.

We were in compliance with all of our covenants in the Credit Agreement as of June 30, 2021. The Credit Agreement includes covenants that, among other things, (i) limit our liens and the liens of our consolidated subsidiaries, and (ii) limit subsidiary debt. The financial covenant in the Credit Agreement requires that we maintain, as of the end of each fiscal quarter, a certain leverage ratio for the four quarters then ended. The table below sets forth the financial covenant in effect as of June 30, 2021.

(Amounts in Millions, Except Per Share Amounts)

Financial Covenant	Four Quarters Ended June 30, 2021
Leverage ratio (not greater than) [1, 2]	4.25x
Actual leverage ratio	2.10x

Credit Agreement EBITDA Reconciliation		Four Quarters Ended June 30, 2021
Net income available to IPG common stockholders	$	747.0
Non-operating adjustments [3]		352.4
Operating income		1,099.4
Add:		
Depreciation and amortization		399.5
Other non-cash charges reducing operating income		154.9
Credit Agreement EBITDA [1]	$	1,653.8

1 The leverage ratio is defined as debt as of the last day of such fiscal quarter to EBITDA (as defined in the Credit Agreement) for the four quarters then ended.
2 On July 28, 2020, we entered into Amendment No.1 to the Credit Agreement, which increased the maximum leverage ratio covenant to (i) 4.25x through the quarter ended June 30, 2021, and (ii) 3.50x thereafter.
3 Includes adjustments of the following items from our Consolidated Statements of Operations: (benefit of) provision for income taxes, total (expenses) and other income, equity in net (loss) income of unconsolidated affiliates, and net loss (income) attributable to noncontrolling interests.

Uncommitted Lines of Credit

We also have uncommitted lines of credit with various banks that permit borrowings at variable interest rates and that are primarily used to fund working capital needs. We have guaranteed the repayment of some of these borrowings made by certain subsidiaries. If we lose access to these credit lines, we would have to provide funding directly to some of our operations. As of June 30, 2021, the Company had uncommitted lines of credit in an aggregate amount of $965.9, under which we had outstanding borrowings of $56.7 classified as short-term borrowings on our Consolidated Balance Sheet. The average amount outstanding during the second quarter of 2021 was $68.7 with weighted-average interest rate of approximately 3.0%.

Commercial Paper

The Company is authorized to issue unsecured commercial paper up to a maximum aggregate amount outstanding at any time of $1,500.0. Borrowings under the program are supported by the Credit Agreement described above. Proceeds of the commercial paper are used for working capital and general corporate purposes, including the repayment of maturing indebtedness and other short-term liquidity needs. The maturities of the commercial paper vary but may not exceed 397 days from the date of issue. During the second quarter of 2021, there was no commercial paper activity, and as of June 30, 2021, there was no commercial paper outstanding.

Cash Pooling

We aggregate our domestic cash position on a daily basis. Outside the United States, we use cash pooling arrangements with banks to help manage our liquidity requirements. In these pooling arrangements, several IPG agencies agree with a single bank that the cash balances of any of the agencies with the bank will be subject to a full right of set-off against amounts other agencies owe the bank, and the bank provides for overdrafts as long as the net balance for all agencies does not exceed an agreed-upon level. Typically, each agency pays interest on outstanding overdrafts and receives interest on cash balances. Our unaudited Consolidated Balance Sheets reflect cash, net of bank overdrafts, under all of our pooling arrangements, and as of June 30, 2021, the amount netted was $2,758.7.

DEBT CREDIT RATINGS

Our debt credit ratings as of July 15, 2021, are listed below.

	Moody's Investors Service	S&P Global Ratings	Fitch Ratings
Short-term rating	P-2	A-2	F2
Long-term rating	Baa2	BBB	BBB+
Outlook	Stable	Stable	Stable

The most recent update to our outlook occurred in April 2021 when Moody's Investor Service changed from Negative to Stable. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the assigning credit rating agency. The rating of each credit rating agency should be evaluated independently of any other rating. Credit ratings could have an impact on liquidity, either adverse or favorable, because, among other things, they could affect funding costs in the capital markets or otherwise. For example, our Credit Agreement fees and borrowing rates are based on a credit ratings grid, and our access to the commercial paper market is contingent on our maintenance of sufficient short-term debt ratings.

CRITICAL ACCOUNTING ESTIMATES

Our significant accounting policies are described in Note 1 to the Consolidated Financial Statements for the year ended December 31, 2020, included in our 2020 Annual Report. As summarized in Item 7, *Management’s Discussion and Analysis of Financial Condition and Results of Operations*, in our 2020 Annual Report, we believe that certain of these policies are critical because they are important to the presentation of our financial condition and results of operations, and they require management’s most difficult, subjective or complex judgments, often as a result of the need to estimate the effect of matters that are inherently uncertain. These critical estimates relate to revenue recognition, income taxes, goodwill and other intangible assets, and pension and postretirement benefits. We base our estimates on historical experience and various other factors that we believe to be relevant under the circumstances. Estimation methodologies are applied consistently from year to year, and there have been no significant changes in the application of critical accounting estimates since December 31, 2020, other than as noted below. Actual results may differ from these estimates under different assumptions or conditions.

RECENT ACCOUNTING STANDARDS

See Note 14 to the unaudited Consolidated Financial Statements for further information on certain accounting standards that have been recently adopted or that have not yet been required to be implemented and may be applicable to our future operations.

NON-GAAP FINANCIAL MEASURE

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

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

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

We believe that the presentation of Adjusted EBITA is useful to investors in their analysis of our results for reasons similar to the reasons why our management finds it useful and because it helps facilitate investor understanding of decisions made by management in light of the performance metrics used in making those decisions. In addition, as more fully described below, we believe that providing Adjusted EBITA, together with a reconciliation of this non-GAAP financial measure to net income, helps investors make comparisons between our Company and other companies that may have different capital structures, different effective income tax rates and tax attributes, different capitalized asset values and/or different forms of employee compensation. However, Adjusted EBITA is intended to provide a supplemental way of comparing our Company with other public companies and is not intended as a substitute for comparisons based on net income or operating income. In making any comparisons to other companies, investors need to be aware that companies may use different non-GAAP measures to evaluate their financial performance. Investors should pay close attention to the specific definition being used and to the reconciliation between such measures and the corresponding U.S. GAAP measures provided by each company under the applicable rules of the SEC.

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

- ***Total (Expense) and Other Income, Provision for Income Taxes, Equity in Net Income (Loss) of Unconsolidated Affiliates and Net (Income) Loss Attributable to Noncontrolling Interests.*** We exclude these items (i) because these items are not directly attributable to the performance of our business operations and, accordingly, their exclusion assists management and investors in making period-to-period comparisons of operating performance and (ii) to assist management and investors in making comparisons to companies with different capital structures. Investors should note that these items will recur in future periods.

- ***Amortization of Acquired Intangibles***. Amortization of acquired intangibles is a non-cash expense relating to intangible assets arising from acquisitions that are expensed on a straight-line basis over the estimated useful life of the related assets. We exclude amortization of acquired intangibles because we believe that (i) the amount of such expenses in any specific period may not directly correlate to the underlying performance of our business operations and (ii) such expenses can vary significantly between periods as a result of new acquisitions and full amortization of previously acquired intangible assets. Accordingly, we believe that this exclusion assists management and investors in making period-to-period comparisons of operating performance. Investors should note that the use of intangible assets contributed to revenue in the periods presented and will contribute to future revenue generation and should also note that such expense may recur in future periods.

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

The following table presents the reconciliation of Net Income (Loss) Available to IPG Common Stockholders to Adjusted EBITA for the three and six months ended June 30, 2021 and 2020.

	Three months ended June 30,		Six months ended June 30,	
	2021	**2020**	**2021**	**2020**
Net Revenue	**$ 2,269.6**	**$ 1,853.4**	**$ 4,297.3**	**$ 3,825.5**
Adjusted EBITA Reconciliation:				
Net Income (Loss) Available to IPG Common Stockholders [1]	**$ 263.3**	**$ (45.6)**	**$ 355.0**	**$ (40.9)**
Add Back:				
Provision for income taxes	86.7	19.0	110.5	36.2
Subtract:				
Total (expenses) and other income	(30.3)	(65.4)	(156.9)	(121.3)
Equity in net income (loss) of unconsolidated affiliates	0.4	0.0	0.2	(0.2)
Net (income) loss attributable to noncontrolling interests	(4.5)	(1.7)	(5.2)	0.4
Operating Income [1]	**384.4**	**40.5**	**627.4**	**116.4**
Add Back:				
Amortization of acquired intangibles	21.6	21.8	43.2	43.1
Adjusted EBITA [1]	**$ 406.0**	**$ 62.3**	**$ 670.6**	**$ 159.5**
Adjusted EBITA Margin on Net Revenue	***17.9 %***	***3.4 %***	***15.6 %***	***4.2 %***

1 Calculations include restructuring charges of $(0.2) and $1.1 for the three and six months ended June 30, 2021 and $112.6 and for the three and six months ended June 30, 2020, respectively. See "Restructuring Charges" in this MD&A and Note 7 in Item 1, *Financial Statements*, for further information

Item 3. *Quantitative and Qualitative Disclosures about Market Risk*

In the normal course of business, we are exposed to market risks related to interest rates, foreign currency rates and certain balance sheet items. From time to time, we use derivative instruments, pursuant to established guidelines and policies, to manage some portion of these risks. Derivative instruments utilized in our hedging activities are viewed as risk management tools and are not used for trading or speculative purposes. There has been no significant change in our exposure to market risk during the second quarter of 2021. Our exposure to market risk for changes in interest rates primarily relates to the fair market value and cash flows of our debt obligations. As of both June 30, 2021 and December 31, 2020, approximately 97% of our debt obligations bore fixed interest rates. For further discussion of our exposure to market risk, refer to Item 7A, *Quantitative and Qualitative Disclosures About Market Risk*, in our 2020 Annual Report.

Item 4. *Controls and Procedures*

Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, as of June 30, 2021, the Company’s disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosures.

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

Changes in Internal Control Over Financial Reporting

There has been no change in internal control over financial reporting in the quarter ended June 30, 2021, that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II – OTHER INFORMATION

Item 1. *Legal Proceedings*

Information about our legal proceedings is set forth in Note 13 to the unaudited Consolidated Financial Statements included in this Quarterly Report on Form 10-Q.

Item 1A. *Risk Factors*

In addition to the other information set forth in this report, you should carefully consider the factors discussed in Item 1A, *Risk Factors*, in our 2020 Annual Report, on Form 10-K (the "2020 Annual Report"), which could materially affect our business, financial condition or future results. In the second quarter of 2021, there have been no material changes in the risk factors we have previously disclosed in Item 1A, *Risk Factors*, in our 2020 Annual Report. The risks described in our 2020 Annual Report, which include the impacts from the COVID-19 pandemic on the Company's business, financial condition and results of operations, are not the only risks we face, and additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect the Company's business, financial condition and/or operating results.

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

(c) The following table provides information regarding our purchases of our equity securities during the period from April 1, 2021 to June 30, 2021:

	Total Number of Shares (or Units) Purchased [1]	Average Price Paid per Share (or Unit) [2]	Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plans or Programs [3]	Maximum Number (or Approximate Dollar Value) of Shares (or Units) that May Yet Be Purchased Under the Plans or Programs [3]
April 1 - 30	26,292	$ 31.74	—	$ 338,421,933
May 1 - 31	12,999	$ 33.35	—	$ 338,421,933
June 1 - 30	539	$ 32.18	—	$ 338,421,933
Total	39,830	$ 32.27	—	

1 The total number of shares of our common stock, par value $0.10 per share, purchased were withheld under the terms of grants under employee stock-based compensation plans to offset tax withholding obligations that arose upon vesting and release of restricted shares (the "Withheld Shares").

2 The average price per share for each of the months in the fiscal quarter and for the three-month period was calculated by dividing (a) the sum for the applicable period of the aggregate value of the tax withholding obligations by (b) the sum of the number of Withheld Shares.

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

Item 6. *Exhibits*

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

INDEX TO EXHIBITS

Exhibit No.	Description
31.1	Certification of the Chief Executive Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934, as amended.
31.2	Certification of the Chief Financial Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934, as amended.
32	Certification of the Chief Executive Officer and the Chief Financial Officer furnished pursuant to 18 U.S.C. Section 1350 and Rule 13a-14(b) under the Securities Exchange Act of 1934, as amended.
10.1	Employment Agreement between the Corporation and Philippe Krakowsky, effective as of January 1, 2021, entered into on July 22, 2021.
101	Interactive Data File, for the period ended June 30, 2021. The instance document does not appear in the interactive data file because its XBRL tags are embedded within the inline XBRL document.
104	Cover Page Interactive Data File. The cover page XBRL tags are embedded within the inline XBRL document and are included in Exhibit 101.

SIGNATURES

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.

THE INTERPUBLIC GROUP OF COMPANIES, INC.

By /s/ *Philippe Krakowsky*

Philippe Krakowsky
Chief Executive Officer

Date: July 26, 2021

By /s/ *Christopher F. Carroll*

Christopher F. Carroll
Senior Vice President, Controller and
Chief Accounting Officer
(Principal Accounting Officer)

Date: July 26, 2021

EXHIBIT 10.1

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (this "**Agreement**") is made effective as of January 1, 2021 (the "**Effective Date**") by and between THE INTERPUBLIC GROUP OF COMPANIES, INC. (the "**Company**" or "**Interpublic**") and PHILIPPE KRAKOWSKY ("**Executive**"). In consideration of the mutual promises set forth herein, the parties hereto agree as follows:

ARTICLE I
Defined Terms

Section 1.01. When the initial letter or letters of any of the words or phrases in this Agreement are capitalized, such word or phrase shall have the meaning provided in the Interpublic Executive Severance Plan, as amended from time to time ("**ESP**"), unless the context clearly indicates that a different meaning is intended. Executive's "**ESP Participation Letter**" is the letter provided to Executive by the Company dated January 1, 2021 describing Executive's participation in the ESP.

ARTICLE II
Term of Employment

Section 2.01. Subject to the terms of this Agreement, the Company shall employ Executive hereunder beginning January 1, 2021 and continuing thereafter until terminated in accordance with the provisions of Article VIII (Termination) hereof. (The period during which Executive is employed hereunder, ending on the "**Termination Date**" is referred to herein as the "**term of employment**.")

ARTICLE III
Duties

Section 3.01. During the term of employment, Executive shall:

(i) Serve as Chief Executive Officer of Interpublic and as a member of Interpublic's Board of Directors;

(ii) Use Executive's reasonable best efforts to promote the interests of the Company and devote substantially all of Executive's business time and efforts to the Company's business and affairs;

(iii) Perform such duties as the Company may from time to time assign to Executive that are consistent with his positions with the Company;

(iv) Serve in such other offices of the Company as Executive may be elected or appointed to that are consistent with his positions with the Company; and

(v) Report to the Board of Directors of Interpublic.

ARTICLE IV

Regular Compensation

Section 4.01. The Company shall compensate Executive for the duties performed by Executive hereunder, by payment of an initial base salary of no less than One Million Five Hundred Thousand Dollars ($1,500,000) per annum, payable in accordance with the Company's regular payroll practices.

Section 4.02. Executive's compensation shall be subject to periodic reviews in accordance with the Company's policies. The Company is not required to increase Executive's compensation as a result of such reviews, but may not decrease it.

ARTICLE V

Bonuses

Section 5.01. Executive shall be eligible during the term of employment to participate in Interpublic's Senior Executive Incentive Plan or any successor thereto (the "**Bonus Plan**"), in accordance with the terms and conditions of the Bonus Plan as in effect and amended from time to time. Executive shall be eligible for a target award under the Bonus Plan of no less than Two Hundred Percent (200%) of Executive's base salary. The actual award, if any, may vary from zero percent (0%) to two hundred percent (200%) of Executive's target award, and shall be determined by the Company based on factors under the Bonus Plan, including Company performance, Executive's individual performance, and the discretion of the Interpublic Board of Directors.

ARTICLE VI

Long-Term Incentive

Section 6.01. Executive shall participate in Interpublic's long-term incentive programs with target annual award value of no less than Seven Million Five Hundred Thousand Dollars ($7,500,000). Any such long-term incentive award may consist of any forms of incentive, and be subject to vesting requirements, as determined by the Compensation and Leadership Talent Committee of Interpublic's Board of Directors or its designee in its discretion. All long-term incentive awards are governed by, and subject to the terms of the 2019 Interpublic Performance Incentive Plan ("**PIP**"), or any successor thereto, and Executive's award agreement. Based on current plan design, the value of the performance components of the award at the time of vesting, may vary from zero percent (0%) to two hundred percent (200%) of Executive's target award, and shall be determined by the Company based on the factors set forth in the PIP, including Company performance, Executive's individual performance, and discretion of the Interpublic Board of Directors.

Section 6.02. In connection with the commencement of Executive's service as Chief Executive Officer, Executive received a one-time award under the PIP of an option to purchase Two Hundred Fifty Thousand (250,000) shares of Interpublic stock. Such option is subject to a three-year vesting condition and is governed by the terms of the PIP and Executive's award agreement.

ARTICLE VII
Other Employment Benefits

Section 7.01. Executive shall be eligible to participate in such other employee benefits as are available from time to time to other senior executives of the Company in accordance with the then current terms and conditions established by the Company for eligibility and subject to employee contributions required for participation in such benefits opportunities.

Section 7.02. Executive shall be entitled to annual paid time off, in accordance with the Company's policies and procedures.

Section 7.03. Executive shall be reimbursed for all reasonable out-of-pocket expenses actually incurred by Executive in the conduct of the business of the Company, provided that Executive submits substantiation of all such expenses to the Company on a timely basis in accordance with the Company's expense reimbursement policies.

Section 7.04 Executive shall continue to participate in Interpublic's Capital Accumulation Plan (CAP) with an annual dollar credit of One Hundred and Fifty Thousand Dollars ($150,000), subject to the terms of CAP and Executive's Participation Agreement. For years of participation before 2018 (*i.e.*, 2006 through 2017), Executive's dollar credit under CAP was Fifty Thousand Dollars ($50,000).

Section 7.05 Executive will receive payments under the Executive Special Benefit Agreement between Executive and the Company dated February 1, 2002 and amended on January 1, 2007 (the "ESBA") in accordance with the terms of the ESBA.

Section 7.06 Nothing in this Agreement shall restrict the ability of the Company to change or terminate any or all of its employee benefit plans and programs from time to time; nor shall anything in this Agreement prevent any such change or termination from affecting Executive.

ARTICLE VIII
Termination

Section 8.01. Termination by the Company. The Company may terminate Executive's employment hereunder at any time and for any reason, subject to the provisions of this Section.

(i) Involuntary Termination Without Cause. The Company may terminate Executive's employment hereunder involuntarily without Cause by giving Executive written notice (the "**Notice Date**") specifying a Termination Date of no more than three (3) months after such notice. In such event, Executive shall continue to be an employee of the Company, and shall assist the Company in the transition of Executive's responsibilities, until the Termination Date. From the Notice Date through the Termination Date, assuming Executive complies with Executive's responsibilities under this Agreement, the Company 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.

In addition, if Executive's employment is terminated involuntarily (within the meaning of Treasury Regulation § 1.409A-1(n)(1)) and without Cause, and Executive timely executes and does not revoke a separation and release agreement substantially in the form attached as Exhibit A (the "**Release**"):

(A) Executive shall be entitled to payments and benefits under the ESP, subject to the terms and conditions of the ESP and Executive's ESP Participation Letter, which currently provides that Executive shall be eligible for twenty-four (24) months of salary continuation (the "**Severance Period**"). Without limiting the generality of the foregoing, all payments under this Section are subject to the forfeiture, suspension, and clawback provisions of the ESP;

(B) Executive shall continue to be eligible for a bonus under the Senior Executive Incentive Plan until the first anniversary of the Notice Date. Subject to Section 14.01 hereof (Section 409A of the Code), any bonus awarded to Executive under this paragraph (B) shall be paid (without interest) during the first calendar year that begins after the first anniversary of the Notice Date;

(C) The Company shall pay to Executive a lump-sum amount equal to the aggregate of the matching contributions that the Company would have made for the benefit of Executive under the Interpublic Savings Plan or any successor thereto (the "401(k) plan":) if, during the period that begins on the day after the Termination Date and ends on the earlier of (x) the first anniversary of the Notice Date or (y) the date Executive accepts employment with another employer offering a tax-qualified savings plan, Executive had participated in the 401(k) plan and made pre-tax deferrals and after-tax contributions to the 401(k) plan at the same rate as in effect immediately before the Termination Date. Subject to Section 14.01 hereof (Section 409A of the Code), such payment shall be made (without interest) within thirty (30) days after the first anniversary of the Notice Date. The amount of the lump-sum payment required by this paragraph (C) shall be determined based on the matching formula prescribed by the 401(k) Plan as in effect during the period described herein.

(D) The Company shall pay to Executive an amount equal to the premium required for Executive to continue through the first anniversary of the Notice Date, the same life insurance coverage provided under any plan or policy maintained by the Company in effect on the Termination Date, provided that Executive's rights to this benefit shall terminate immediately upon Executive's acceptance of employment with another employer offering life insurance benefits. Such lump-sum payment shall be made within thirty (30) days after the Termination Date.

(E) Executive shall continue to vest in all outstanding long-term incentive awards until the second anniversary of the Notice Date. All such long-term incentive awards shall be vested pro-rata as of the first anniversary of the Notice Date.

(ii) Termination for Cause. The Company may terminate Executive's employment for Cause without advance notice. In such event, the Company shall continue to pay Executive's base salary through the

Termination Date. If Executive's employment is terminated for Cause, Executive shall not be entitled to (a) any bonus for the year in which the Termination Date occurs, or (b) any other payments hereunder. The foregoing shall not limit the remedies available to Company, at law or in equity, for any loss or other injury caused directly or indirectly by Executive.

Section 8.02. Resignation by Executive. Executive may at any time resign from Executive's employment hereunder by providing written notice to the Company specifying a Termination Date of not less than six (6) months after the date on which such notice is given. In such event, Executive's employment hereunder shall terminate on the earlier of (a) the Termination Date specified in such notice, or (b) a Termination Date specified by the Company in its discretion.

(i) Resignation without Good Reason. From the date on which Executive provides written notice of Executive's intent to resign until the Termination Date, Executive shall continue to be an employee of the Company and shall assist the Company in the transition of Executive's responsibilities. During such period ending on the Termination Date, assuming Executive complies with Executive's responsibilities under this Agreement, the Company shall continue (a) to pay Executive's base salary, and (b) to provide all benefits under the programs in which Executive participated immediately prior to providing written notice of resignation; provided that Executive shall not receive any bonus award that might otherwise be paid during that period except as otherwise provided herein. If Executive's employment terminates under this Section, Executive shall not be entitled to any payments or benefits for the period after Executive's Termination Date.

(ii) Resignation with Good Reason. If Executive resigns for Good Reason, Executive shall be eligible for the payments described in subsection (i), above, and (without duplication) the payments and benefits listed in Section prescribed by the ESP, subject to the terms and conditions of the ESP and Executive's ESP Participation Letter, which currently provides that Executive shall be eligible for twenty-four (24) months of salary continuation. Without limiting the generality of the foregoing, all payments under this Section are subject to (x) Executive executing and not revoking the Release and (y) the forfeiture, suspension, and clawback provisions of the ESP.

(iii) The Company may require that Executive not come in to work during some or all of the period from Executive's notice of resignation to the Termination Date. In no event, however, may Executive perform services for any other employer before Executive's Termination Date.

ARTICLE IX

Covenants

Section 9.01. While Executive is employed hereunder, Executive shall not, without the prior written consent of Interpublic, 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; provided, however, that Executive may continue to own or may hereafter acquire any securities of any class of any publicly-owned company.

Section 9.02. Executive shall treat as confidential and keep secret the affairs of the Company **(which for purposes of this Article IX includes all subsidiaries and affiliates of Interpublic)** and shall not at any time during the term of employment or thereafter, without the prior written 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 information of a confidential nature relating in any way 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 best 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. 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 9.03. All records, papers, documents, files, records, 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.

Section 9.04. 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. Upon request

Executive agrees to certify in writing upon termination of employment that Executive has conducted a diligent search to locate all property, information and data described in this Section that is within Executive's possession, custody or control, that Executive has returned all such property and information to the Company, and that after returning such information and data, Executive has permanently deleted all Company and client data from Executive's computers, other electronic devices, storage devices, files and accounts, including cloud storage accounts, and that Executive has otherwise complied with the requirements of this Section. Upon the Company's reasonable request, made in the good faith belief that required deletions have not occurred or were insufficient, Executive shall permit an IT technician employed or retained by the Company to inspect all of Executive's computers and other electronic devices and storage devices and accounts, including cloud storage accounts, to confirm such deletion and/or to undertake any necessary additional deletions.

Section 9.05. 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 of employment, 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 9.06. (i) In the event that Executive receives severance pursuant to the ESP, Executive will be bound by the post-employment restrictions in the ESP and the release that will be signed as a condition for receiving such payments.

(ii) In the event that Executive does not receive payments pursuant to the ESP, for twelve (12) months following the Termination Date Executive shall not:

(a) directly or indirectly solicit any employee who was employed by the Company within one (1) year of Executive's Termination Date (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

(b) 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 contact, and for which Executive materially 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.

(iii) During the Severance Period, Executive shall not engage in, invest in (other than as the owner of not more than one percent (1%) of the outstanding securities of any publicly owned company), or otherwise participate in any advertising, marketing, or promotional business, or any other business that is in competition with the business of the Company.

(iv) The parties acknowledge and agree that, following his Termination Date, Executive may become employed or engaged by a private equity sponsor without violation of this Agreement or any other agreement between the Executive and the Company (a "Relevant Agreement"); provided that this provision will not permit Executive to, directly or indirectly, provide services to, or in respect of, a portfolio company of any such sponsor that would otherwise be prohibited by a Relevant Agreement. The Company will consider in good faith a request by Executive to permit Executive to provide services after the Termination Date that would otherwise be prohibited by a Relevant Agreement to a start-up or early stage company that immaterially competes with the Company.

(v) 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.

Section 9.07. 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 9.08. 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 further represents that Executive does not possess and, in connection with Executive's employment by the Company, will not use any confidential or proprietary information Executive may have obtained in connection with Executive's services to any prior employer. Executive further represents and warrants that Executive has full right, power and authority to enter into and carry out the provisions of this Agreement and is doing so voluntarily.

Section 9.09. If Executive is offered employment or the opportunity to enter into any business venture in any capacity (whether as an employee, owner, partner, consultant, or otherwise) while the restrictions described in this Article (Covenants) are in effect, Executive agrees to inform the potential employer, partner, co-owner, and/or others involved in managing the business with which Executive has an opportunity to be associated of Executive's obligations under this Agreement and to provide such person or persons with a copy of this Article.

ARTICLE X
Arbitration

Section 10.01. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including claims involving alleged legally protected rights, such as claims for age discrimination in violation of the Age Discrimination in Employment Act of 1967, as amended, Title VII of the Civil Rights Act, as amended, and all other federal and state law claims for defamation, breach of contract, wrongful termination and any other claim arising because of Executive's employment, termination of employment or otherwise, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and Section 17.01 hereof, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place in the city where Executive customarily renders services to the Company.

ARTICLE XI
Assignment and Nonduplication of Benefits

Section 11.01. This Agreement shall be binding upon and inure to the benefit of the successors and assigns 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 11.02. 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 XII
Employment Taxes and Withholding

Section 12.01. The Company 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 XIII

Authority to Determine Payment Dates

Section 13.01. 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 XIV

Section 409A of the Code

Section 14.01. This Agreement shall be construed, administered, and interpreted in accordance with Section 409A of the Code. If the Company or Executive determines that any provision of this Agreement is or might be inconsistent with the requirements of Section 409A, the parties shall attempt in good faith to agree on such amendments to this Agreement as may be necessary or appropriate to avoid causing Executive to incur adverse tax consequences under Section 409A of the Code. Without limiting the generality of the foregoing, (a) Interpublic's Section 409A Administrative Guidelines are incorporated herein by reference; (b) to the extent amounts that are subject to Section 409A are payable upon termination of employment or similar events, such terms shall mean "separation from service" under Section 409A; (c) for purposes of Section 409A, each installment that is part of a series of payments shall be treated as a separate payment; and (d) if, as of the Termination Date, Executive is a Specified Employee, any amount that is subject to Section 409A (and not exempt by reason of the "short-term deferral" rule, "two-year two time" rule, or another exemption) and payable upon separation from service shall be subject to the six-month delay required by Section 409A(a)(2)(B)(i). Any amount that is subject to delay by reason of the six-month delay rule shall be paid without interest on the Company's first semi-monthly pay date for the seventh month after Executive's separation from service (or, if earlier, as soon as practicable after Executive's death). No provision of this Agreement shall be interpreted or construed to transfer any liability for failure to comply with Section 409A from Executive or any other individual to the Company, or any of its or their affiliates.

ARTICLE XV

Notices

Section 15.01. Any notice or other communication required or permitted to be delivered under this Agreement shall be: (a) written; (b) delivered personally, by facsimile, by email, 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:

The Interpublic Group of Companies, Inc.,
Attn: General Counsel
909 Third Avenue
New York, NY 10022

If to Executive:

Philippe Krakowsky
Most recent address on file with the Company

ARTICLE XVI

Waiver and Amendments

Section 16.01. 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 XVII

Applicable Law; Headings

Section 17.01. 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 17.02. 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 XVIII

Severability

Section 18.01. 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 XIX
Legal Counsel; Interpretation

Section 19.01. 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 19.02. Should any provision of this Agreement require interpretation or construction, it is agreed by the parties that the entity interpreting or constructing this Agreement shall not apply a presumption against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the document.

ARTICLE XX
Entire Agreement

Section 20.01. This Agreement sets forth the entire understanding between the Company and Executive concerning Executive's employment by the Company and supersedes Executive's Employment Agreement made as of January 1, 2006, and amended as of January 1 and September 12, 2007, and any and all other previous agreements between Executive and the Company concerning such employment and/or any compensation, bonuses, or payments (except that Executive's ESBA and award agreements under the PIP and CAP shall remain in effect, in each case to the extent not inconsistent with this 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.

THE INTERPUBLIC GROUP OF COMPANIES, INC.

By:__/s/Andrew Bonzani____

Date:__7/22/21____

PHILIPPE KRAKOWSKY

__/s/Philippe Krakowsky____

Date:__7/22/21____

EXHIBIT 10.1

EXHIBIT A

CONFIDENTIAL SEPARATION AGREEMENT AND GENERAL RELEASE

CONFIDENTIAL SEPARATION AGREEMENT AND GENERAL RELEASE (this "**Agreement**") by and between The Interpublic Group of Companies, Inc. ("**Employer**") and ______________ *[insert Employee's Name]* ("**Employee**"). In consideration of the mutual covenants herein contained, the parties agree as follows:

1. Termination of Employment. Employee has been terminated from any and all positions that Employee holds at Employer or any subsidiary thereof effective _______________ *[insert last day of employment]* (the "**Termination Date**"). Regardless of whether Employee signs this Agreement: (a) Employee will receive (less applicable tax withholdings and authorized or required deductions) any unpaid base salary through the Termination Date; (b) Employee's coverage elected under Employer's medical, dental and vision plans will end on ________________ *[insert last day of month of termination]*, and thereafter Employee may elect to extend such insurance as provided by the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and/or applicable state law (collectively "**COBRA**"), and subject to Employee's COBRA eligibility, Employer will pay the Employer portion of COBRA, for medical benefits for the two (2) months after coverage ends, and Employee will be responsible for only the Employee portion for those two (2) months, payable directly to the COBRA administrator; and (c) Employee will receive all benefits vested as of the Termination Date, if any, under Employer's 401(k) plan in accordance with the terms of the plan. [*Insert the following if your agency provides for PTO/Vacation: Employer will make payment to Employee for any accrued but unused Paid Time Off days.]*

2. Severance Payment. Subject to Employee's execution and non-revocation of, and compliance with this Agreement from the Termination Date and thereafter, Employer shall pay to Employer shall pay to Employee a sum of ___________ ($_________), equal to _______ weeks' salary at Employee's current salary level in equal semi-monthly installments, less required federal, state and local withholdings (the "**Severance Payment**"). Employee agrees that, but for signing and returning this Agreement, Employee would not be entitled to receive the Severance Payment.

The above-referenced payments in Paragraphs 1 and 2 are in full satisfaction of any and all claims Employee may have against Employer, and exceed in value any payment, benefit, or other thing of value to which Employee may otherwise be entitled, expressly including, but not limited to, Employee's Paid Time Off and any other paid leave benefits, wages, salary overtime, bonuses, commissions, or anything of value.

3. Release of Claims.

(a) By signing this Agreement, and in consideration of the Severance Payment and other good and valuable consideration, the sufficiency of which is hereby acknowledged, subject to Paragraph 3(b), Employee, on behalf of Employee and Employee's current, former, and future heirs, executors, administrators, representatives, attorneys, agents, successors and assigns (collectively the "**Employee Parties**"), hereby fully, voluntarily, and without limitation releases, covenants not to sue, and forever discharges Employer, The Interpublic Group of Companies, Inc. ("**Interpublic**"), any former or current client of Employer and/or Interpublic, and each of their respective parents, subsidiaries and affiliates, officers, directors, employees, shareholders, members, agents, attorneys, trustees, fiduciaries, representatives, benefit plans and plan administrators, successors and/or assigns, and all persons or entities acting by, through, under, or in concert with any or all of them (collectively, the "**Releasees**") from all rights, claims, demands, liabilities, actions and causes of action, whether in law or in equity, suits, damages, losses, attorneys' fees, costs and expenses, of whatever nature whatsoever that Employee or any of the other Employee Parties now has or has ever had, whether known or unknown or based on facts now known or unknown, fixed or contingent, suspected or unsuspected, against the Releasees (collectively, "**Claims**"), occurring from the beginning of time up to and including the date that Employee executes this Agreement that arise out of, or are in any way related to Employee's employment by Employer or the termination of Employee's employment with Employer.

Without limiting the foregoing, Employee understands and agrees that the foregoing release provisions include, without limitation:

i. all Claims for wrongful termination, defamation, invasion of privacy, negligent or intentional infliction of emotional distress, or any other common law Claims;

ii. all Claims for the breach of any written, implied or oral contract between Employee and Employer, including but not limited to any contract of employment;

iii. all Claims of discrimination, harassment or retaliation based on such things as age, national origin, ancestry, race, religion, sex, sexual orientation, or physical or mental disability or medical condition, or any other characteristic protected by applicable law;

iv. all Claims for payments of any nature, including but not limited to wages, overtime pay, vacation pay, severance pay, commissions, equity-based or cash-based incentive plans, bonuses and benefits or the monetary equivalent of benefits, but not including any claims for unemployment or workers' compensation benefits;

v. all Claims that Employee has or that may arise under the common law and all federal, state and local statutes, ordinances, rules, regulations and orders, including but not limited to any Claim or cause of action based on the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Family and Medical Leave Act, the Americans with Disabilities Act, the Civil Rights Acts of 1866, 1871 and 1991, the Rehabilitation Act of 1973, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Executive Order 11246, and any state or local laws governing employee rights, as each of them has been or may be amended; and

vi. any participation in any class, collective, or representative action against Employer.

This Agreement shall be binding upon and inure to the benefit of Employee and the Releasees and any other individual or entity who may claim any interest in the matter through Employee. Employee also acknowledges that Employee has not assigned any of Employee's rights to make the aforementioned Claims or demands. Employee also acknowledges and represents that Employee has not filed nor will Employee file any lawsuits based on Claims or demands that Employee has released herein. Employee also acknowledges and agrees that to the extent Employee has any Claim that may not lawfully be released, then Employee acknowledges that the Severance Payment contained herein is more than any monetary sum owed to Employee and the Severance Payment shall be applied as an offset to any unreleaseable claim.

(b) Notwithstanding the foregoing, the above general release does not release Claims to enforce the terms of this Agreement and Claims that cannot be released by a private settlement agreement, including, without limitation, Employee's right to: (i) file for workers' compensation or unemployment insurance; and (ii) file a charge or participate in an administrative investigation or proceeding of the Equal Employment Opportunity Commission, the National Labor Relations Board, or any other local, state, or federal administrative body or government agency; provided, however, that in the case of (ii), Employee hereby disclaims and waives any right to share or participate in any monetary award resulting from the prosecution of such charge or investigation to the fullest extent permitted by law, excepting any benefit or remedy to which Employee is or becomes entitled pursuant to Section 922 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

4. Attorney Review. Employee is hereby advised that Employee should consult with an attorney of Employee's choosing (at Employee's own expense) prior to executing this Agreement.

5. Review Period. Employee is also advised that Employee has been given twenty-one (21) days from the date this Agreement is delivered to Employee within which to consider whether to sign this Agreement (the "**Review Period**"). If Employee executes this Agreement before the expiration of the Review Period, Employee has done so knowingly and voluntarily and has chosen to waive the remainder of the Review Period.

In order to receive the Severance Payment described in Paragraph 2 above, Employee must sign, date and return this Agreement to Employer (c/o *insert name and address of HR director*) not later than (*insert date 21 days after agreement is given to employee).* Please note that if Employee does not return the signed and dated Agreement to Employer by midnight on that date, the offer of payment described in Paragraph 2 above will be automatically withdrawn, provided however, that in any event the termination of Employee's employment will still be effective as of the Termination Date. Employee's acceptance of the Severance Payment shall constitute an admission by Employee that this Agreement has become fully effective and enforceable.

6. Revocation Period. If Employee signs this Agreement, Employee acknowledges and understands that Employee may revoke this Agreement within seven (7) days after Employee has signed it by notifying Employer in writing that Employee has revoked this Agreement. Such notice shall be addressed to Employer c/o ________________ *[insert name and address of person to whom revocation should be sent, generally the applicable HR Manager]*, and must be received by Employer before the end of the 7-day revocation period. This Agreement shall not be effective or enforceable in accordance with its terms until the 7-day revocation period has expired. Employee's acceptance of the Severance Payment specified in Paragraph 2 of this Agreement at any time subsequent to seven (7) days after Employee's execution of this Agreement, shall constitute an admission by Employee that Employee did not revoke this Agreement during the 7-day revocation period, and shall further constitute an admission by Employee that this Agreement has become effective and enforceable.

7. Employment with Another IPG Agency. In the event Employee accepts employment (including work as a temporary employee, freelancer, consultant, or independent contractor) with any company owned or controlled by Interpublic during the period in which payments are being made pursuant to this Agreement, all such payments shall cease upon commencement of such employment. Furthermore, if Employee has received the Severance Payment as a lump sum under this Agreement and commences employment with another company owned or controlled by Interpublic, Employee agrees to reimburse Employer for any portion of the Severance Payment that compensates Employee for the subsequent employment period. If, however, Employee's new salary is lower than the salary upon which the Severance Payment is based, Employee will continue to receive as severance, or will not be obligated to repay, the difference in salary for the period of overlap.

8. Intellectual Property Rights. Employee acknowledges and agrees that all concepts, writings and proposals which relate to the business of Employer and which have been conceived or made by Employee during the period of Employee's employment, either alone or with others (the "**Intellectual Property**") are the sole and exclusive property of Employer or its clients. As of the date hereof, Employee hereby assigns in favor of Employer all the Intellectual Property covered by this Paragraph. On or subsequent to the date hereof, Employee shall execute any and all other papers and lawful documents required or necessary to vest sole rights, title and interest in the Employer or its nominee of the Intellectual Property.

9. Non-Admission. This Agreement and the payment by Employer of the Severance Payment shall not in any way be construed as an admission by Employer of any liability for any reason, including, without limitation, based on any claim that Employer has committed any wrongful or discriminatory act and any such liability or wrongdoing is expressly denied.

10. Non-Disparagement. Employee acknowledges and represents that Employee has not, and agrees that Employee will not say, write or cause to be said or written, any statement that may be considered defamatory, derogatory or disparaging of any of the Releasees, provided that nothing herein will limit Employee's rights as set forth in Paragraph 3(b).

11. Confidentiality/Employer Property. Employee acknowledges that Employee has had access to confidential, proprietary business information of Employer as a result of employment, and Employee hereby agrees not to use such information personally or for the benefit of others. Employee also agrees not to disclose to anyone any confidential information at any time in the future so long as it remains confidential (unless such information becomes public as a result of a violation of Employee's or any other person or entity's confidentiality obligations to Employer). Employee further agrees to keep the terms and the existence of this Agreement confidential and not to discuss it with anyone other than: (a) Employee's attorney, tax advisor, spouse, or as may be required by law, provided that Employee will be responsible for any disclosure by such persons as if the disclosure had been made by Employee; and (b) as compelled to do so by law and/or as permitted in Paragraph 13 of this Agreement, provided that Employee must provide advance written notice to Employer, giving Employer sufficient time to contest any such disclosure, provided that this clause is not applicable to any disclosures made to the SEC pursuant to Section 922 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or to any governmental agency that directs Employee to do so without advising Employer. Employee represents that Employee has returned all Employer property in Employee's possession. In the event that Employer determines that Employee owes any money to Employer, Employer will provide notice thereof to Employee and Employee hereby authorizes Employer to deduct such amounts from any further payments to Employee.

12. Cooperation with Employer; No Cooperation with Non-Governmental Third Parties. Employee agrees to be available to cooperate fully with Employer, its parents and affiliates and their legal counsel in any pending or future legal proceedings or investigatory matters involving issues in which Employee was involved during Employee's employment with Employer, without any additional compensation. Employee shall not knowingly encourage, counsel or assist any non-governmental attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges or complaints by any non-governmental third party against Releasees, provided that nothing herein shall prohibit Employee from cooperating with the Securities Exchange Commission in connection with a whistleblower matter pursuant to Section 922 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or where otherwise required as a matter of law.

13. Permitted Disclosures/Defend Trade Secrets Act. Nothing in this Agreement, any other agreement between Employee and the Releasees, or any other policies of the Releasees shall prohibit or restrict Employee or Employee's attorneys from: (a) making any disclosure of relevant and necessary information or documents in any action, investigation, or proceeding relating to this Agreement, or as required by law or legal process, including with respect to possible violations of the law; (b) participating, cooperating, or testifying in any action, investigation, or proceeding with, or providing information to, any governmental agency or legislative body, any self-regulatory organization, and/or pursuant to the Sarbanes-Oxley Act; or (c) accepting any U.S. Securities and Exchange Commission awards. Notwithstanding Employee's preexisting obligations with respect to Employer's confidential information, pursuant to the federal Defend Trade Secrets Act, Employee cannot be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret if that disclosure is made: (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to any attorney, and for the sole purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or similar proceeding, provided that filing is made under seal.

14. Non-Solicitation/Non-Service of Clients and Employees. For the longer of the Severance Period or one (1) year after the Termination Date, regardless of the reason therefor, in consideration of the payments in Paragraph 2 hereof, Employee shall not: (a) directly or indirectly solicit on Employee's own behalf or on behalf of any other person, firm, or corporation, services similar to those Employee provided while employed by Employer from or for any person or entity that (i) is a client of Employer, (ii) was a client of Employer in the two (2) years prior to the Termination Date, or (iii) was a prospective client of Employer with whom Employee had contact, and for which Employee materially participated in Employer's marketing efforts to such prospective client, within the

two (2) years prior to the Termination Date (collectively with (i) and (ii), "**Client**") or to induce any such Client to cease to engage the services of Employer or to use the services of any entity or person that competes directly with a material business of Employer, where the identity of such Client, or the Client's need, desire or receptiveness to services offered by the Employer is known by Employee as a part of Employee's employment with Employer; (b) perform any services relating to advertising, marketing, research, public relations or related services for any such Client; (c) directly or indirectly solicit any employee who is currently employed by Employer or was employed by Employer in the one (1) year prior to the Termination Date to leave such employ to enter the employ of Employee or of any person, firm or corporation with which Employee is then associated, or induce or encourage any such employee to leave the employment of Employer or to join any other company, or hire any such employee, or otherwise interfere with the relationship between Employer and any of its employees; or (d) engage in any conduct that in any way interferes with the relationship between Employer and any of its employees or clients. Employee acknowledges that the above restrictions are reasonable and necessary to protect Employer's legitimate business interest.

15. Non-Competition. During the period in which payments are being made hereunder, Employee shall not be employed by, engage in, invest in (other than as the owner of not more than one percent (1%) of the outstanding securities of any publicly owned company), or otherwise participate in any business that competes with Employer.

16. Entire Agreement; No Other Promises. Except as to any confidentiality, non-compete and/or non-solicitation agreements signed by Employee upon or during Employee's employment with Employer, Employee hereby acknowledges and represents that this Agreement contains the entire agreement between Employee and Employer, and it supersedes any and all previous agreements concerning the subject matter hereof. Employee further acknowledges and represents that neither Employer nor any of its agents, representatives or employees have made any promise, representation or warranty whatsoever, express, implied or statutory, not contained herein, concerning the subject matter hereof, to induce Employee to execute this Agreement, and Employee acknowledges that Employee has not executed this Agreement in reliance on any such promise, representation or warranty.

17. Equitable Relief. Employee acknowledges that a remedy at law for any breach or attempted breach of this Agreement will be inadequate, and agrees that Employer shall be entitled to specific performance and injunctive and other equitable relief in the case of any such breach or attempted breach. It is also agreed that, in addition to any other remedies, in the event of a breach of this Agreement by Employee, Employer may withhold and retain all or any portion of the Severance Payment.

18. Severability. If any term or condition of this Agreement shall be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, this Agreement shall be construed without such term or condition. If at the time of enforcement of any provision of this Agreement, a court shall hold that the duration, scope or area restriction of any provision hereof is unreasonable under circumstances now or then existing, 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.

19. Choice of Law and Forum. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of New York, without regard to its choice of law provisions. Any dispute under this Agreement shall be adjudicated by a court of competent jurisdiction in the city of New York, NY, and the parties waive any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process and waive any objection to jurisdiction based on improper venue or improper jurisdiction.

20. Amendment. This Agreement may not be amended or modified in any way, except pursuant to a written instrument signed by both parties.

21. Counterparts. This Agreement may be signed in counterparts, with signature pages electronically exchanged and copied to the other party.

22. Headings. The headings contained in this Agreement are for reference purposes only and will not affect in any way the interpretation of this Agreement.

HAVING READ AND UNDERSTOOD THIS AGREEMENT, CONSULTED COUNSEL (AT EMPLOYEE'S OWN EXPENSE) OR VOLUNTARILY ELECTED NOT TO CONSULT COUNSEL, AND HAVING HAD SUFFICIENT TIME TO CONSIDER WHETHER TO ENTER INTO THIS AGREEMENT, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AND AS OF THE DAY AND YEAR FIRST WRITTEN BELOW THIS AGREEMENT WILL BE A LEGAL AND BINDING CONTRACT. FURTHER, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS PROHIBITING EMPLOYEE FROM PROVIDING INFORMATION CONCERNING POSSIBLE VIOLATIONS OF FEDERAL, STATE, OR LOCAL LAW OR REGULATION TO ANY GOVERNMENT, REGULATORY OR SELF-REGULATORY AGENCY OR ENTITY UNLESS SUCH INFORMATION IS PROTECTED BY THE ATTORNEY-CLIENT PRIVILEGE.

IN WITNESS WHEREOF, the parties have executed this Confidential Separation Agreement and General Release on the date(s) indicated below.

____
[Insert name of Individual]

Dated: ____________________________

____
[Insert name of Company]

By: _______________________________
[Name and Title]

Dated: ____________________________

EXHIBIT 31.1

CERTIFICATION

I, Philippe Krakowsky, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Interpublic Group of Companies, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ *Philippe Krakowsky*
Philippe Krakowsky
Chief Executive Officer

Date: July 26, 2021

EXHIBIT 31.2

CERTIFICATION

I, Ellen Johnson, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Interpublic Group of Companies, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ *Ellen Johnson*

Ellen Johnson

Executive Vice President and
Chief Financial Officer

Date: July 26, 2021

EXHIBIT 32

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), each of the undersigned officers of The Interpublic Group of Companies, Inc. (the “Company”), does hereby certify, to such officer's knowledge, that:

The quarterly report on Form 10-Q for the quarter ended June 30, 2021 of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and the information contained in the quarterly report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ *Philippe Krakowsky*
Philippe Krakowsky
Chief Executive Officer

Dated: July 26, 2021

/s/ *Ellen Johnson*
Ellen Johnson
Executive Vice President and Chief Financial Officer

Dated: July 26, 2021