UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-Q

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

For the quarterly period ended March 31, 2024

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 April 18, 2024 was 377,423,506.

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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 regarding goals, intentions, and expectations as to future plans, trends, events, or future results of operations or financial position, constitute forward-looking statements. Without limiting the generality of the foregoing, words such as “may,” “will,” “expect,” “believe,” “anticipate,” “estimate,” “project,” “forecast,” “plan,” “intend,” “could,” “would,” “should,” “will likely result” or comparable terminology are intended to identify forward-looking statements. Forward-looking statements are based on current expectations and assumptions that are subject to risks and uncertainties, which could cause our actual results and outcomes to differ materially from those reflected in the forward-looking statements.

Actual results and outcomes could differ materially for a variety of reasons, including, among others:

- 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;
- our ability to attract new clients and retain existing clients;
- our ability to retain and attract key employees;
- risks associated with the effects of global, national and regional economic and political conditions, including counterparty risks and fluctuations in interest rates, inflation rates and currency exchange rates;
- the economic or business impact of military or political conflict in key markets;
- the impacts on our business of any pandemics, epidemics, disease outbreaks or other public health crises;
- risks associated with assumptions we make in connection with our critical accounting estimates, including changes in assumptions associated with any effects of a challenging economy;
- potential adverse effects if we are required to recognize impairment charges or other adverse accounting-related developments;
- developments from changes in the regulatory and legal environment for advertising and marketing services companies around the world, including laws and regulations related to data protection and consumer privacy; and
- the impact on our operations of general or directed cybersecurity events.

Investors should carefully consider the foregoing factors and the other risks and uncertainties that may affect our business, 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. Investors are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date they are made. We undertake no obligation to update or revise publicly any of them in light of new information, future events, or otherwise.

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 March 31, 2024	Three months ended March 31, 2023
REVENUE:		
Revenue before billable expenses	$ 2,182.9	$ 2,176.9
Billable expenses	313.0	344.1
Total revenue	2,495.9	2,521.0
OPERATING EXPENSES:		
Salaries and related expenses	1,572.8	1,577.3
Office and other direct expenses	322.1	330.3
Billable expenses	313.0	344.1
Cost of services	2,207.9	2,251.7
Selling, general and administrative expenses	38.0	12.9
Depreciation and amortization	65.2	66.5
Restructuring charges	0.6	1.6
Total operating expenses	2,311.7	2,332.7
OPERATING INCOME	184.2	188.3
EXPENSES AND OTHER INCOME:		
Interest expense	(62.8)	(49.7)
Interest income	48.7	34.1
Other expense, net	(9.5)	(6.7)
Total (expenses) and other income	(23.6)	(22.3)
INCOME BEFORE INCOME TAXES	160.6	166.0
Provision for income taxes	47.3	33.8
INCOME OF CONSOLIDATED COMPANIES	113.3	132.2
Equity in net income (loss) of unconsolidated affiliates	0.3	(0.1)
NET INCOME	113.6	132.1
Net income attributable to non-controlling interests	(3.2)	(6.1)
NET INCOME AVAILABLE TO IPG COMMON STOCKHOLDERS	$ 110.4	$ 126.0
Earnings per share available to IPG common stockholders:		
Basic	$ 0.29	$ 0.33
Diluted	$ 0.29	$ 0.33
Weighted-average number of common shares outstanding:		
Basic	378.4	385.8
Diluted	380.6	387.4

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 March 31,	
	2024	**2023**
NET INCOME	$ 113.6	$ 132.1
OTHER COMPREHENSIVE (LOSS) INCOME		
Foreign currency translation:		
Foreign currency translation adjustments	(52.3)	22.3
	(52.3)	22.3
Derivative instruments:		
Changes in fair value of derivative instruments	—	(2.8)
Recognition of previously unrealized net gain in net income	(0.9)	(0.4)
Income tax effect	0.2	0.8
	(0.7)	(2.4)
Defined benefit pension and other postretirement plans:		
Net actuarial gain for the period	0.8	1.9
Amortization of unrecognized losses, transition obligation and prior service cost included in net income	1.9	1.7
Other	0.1	0.4
Income tax effect	(0.5)	(0.4)
	2.3	3.6
Other comprehensive (loss) income, net of tax	(50.7)	23.5
TOTAL COMPREHENSIVE INCOME	62.9	155.6
Less: comprehensive income attributable to non-controlling interests	2.0	5.8
COMPREHENSIVE INCOME ATTRIBUTABLE TO IPG	$ 60.9	$ 149.8

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)

	March 31, 2024	December 31, 2023
ASSETS:		
Cash and cash equivalents	$ 1,931.2	$ 2,386.1
Accounts receivable, net of allowance of $45.1 and $46.4, respectively	4,329.6	5,768.8
Accounts receivable, billable to clients	2,145.0	2,229.2
Prepaid expenses	524.3	415.8
Assets held for sale	7.8	21.9
Other current assets	88.0	128.6
Total current assets	9,025.9	10,950.4
Property and equipment, net of accumulated depreciation and amortization of $1,247.4 and $1,224.9, respectively	624.1	636.7
Deferred income taxes	277.5	265.0
Goodwill	5,063.7	5,080.9
Other intangible assets	722.3	743.6
Operating lease right-of-use assets	1,131.0	1,162.6
Other non-current assets	441.6	428.1
TOTAL ASSETS	$ 17,286.1	$ 19,267.3
LIABILITIES:		
Accounts payable	$ 6,729.7	$ 8,355.0
Accrued liabilities	527.9	705.8
Contract liabilities	707.7	684.7
Short-term borrowings	21.9	34.2
Current portion of long-term debt	250.2	250.1
Current portion of operating leases	247.9	252.6
Liabilities held for sale	13.0	48.5
Total current liabilities	8,498.3	10,330.9
Long-term debt	2,918.4	2,917.5
Non-current operating leases	1,181.4	1,216.8
Deferred compensation	193.7	223.6
Other non-current liabilities	575.2	532.4
TOTAL LIABILITIES	13,367.0	15,221.2
Redeemable non-controlling interests (see Note 5)	36.0	42.3
STOCKHOLDERS' EQUITY:		
Common stock	38.3	38.3
Additional paid-in capital	737.8	728.5
Retained earnings	4,239.1	4,254.5
Accumulated other comprehensive loss, net of tax	(995.7)	(946.2)
	4,019.5	4,075.1
Less: Treasury stock	195.4	132.5
Total IPG stockholders' equity	3,824.1	3,942.6
Non-controlling interests	59.0	61.2
TOTAL STOCKHOLDERS' EQUITY	3,883.1	4,003.8
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 17,286.1	$ 19,267.3

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)

	Three months ended March 31,	
	2024	**2023**
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 113.6	$ 132.1
Adjustments to reconcile net income to net cash used in operating activities:		
Net amortization of bond discounts and deferred financing costs	0.3	0.7
Provision for uncollectible receivables	1.7	(0.1)
Deferred income tax	6.0	14.2
Net losses on sales of businesses	6.8	4.2
Amortization of restricted stock and other non-cash compensation	16.4	11.1
Depreciation and amortization	65.2	66.5
Other	8.9	9.2
Changes in assets and liabilities, net of acquisitions and divestitures, providing (using) cash:		
Accounts receivable	1,369.4	1,539.1
Accounts receivable, billable to clients	54.0	(110.0)
Prepaid expenses	(125.4)	(120.5)
Other current assets	38.7	11.9
Accounts payable	(1,532.6)	(1,798.3)
Accrued liabilities	(174.4)	(227.9)
Contract liabilities	30.0	10.5
Other non-current assets and liabilities	(36.0)	(90.3)
Net cash used in operating activities	(157.4)	(547.6)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	(35.1)	(32.9)
Net proceeds from sale of businesses, net of cash sold	(16.4)	1.0
Acquisitions, net of cash acquired	—	(4.0)
Other investing activities	1.5	1.2
Net cash used in investing activities	(50.0)	(34.7)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Common stock dividends	(126.6)	(123.2)
Repurchases of common stock	(62.4)	(77.8)
Net decrease in short-term borrowings	(20.4)	(12.0)
Tax payments for employee shares withheld	(13.5)	(57.3)
Distributions to non-controlling interests	(4.3)	(3.1)
Acquisition-related payments	—	(1.1)
Other financing activities	0.1	0.2
Net cash used in financing activities	(227.1)	(274.3)
Effect of foreign exchange rate changes on cash, cash equivalents and restricted cash	(20.0)	(9.7)
Net decrease in cash, cash equivalents and restricted cash	(454.5)	(866.3)
Cash, cash equivalents and restricted cash at beginning of period	2,395.1	2,553.1
Cash, cash equivalents and restricted cash at end of period	$ 1,940.6	$ 1,686.8

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	Treasury Stock	Total IPG Stockholders' Equity	Non-controlling Interests	Total Stockholders' Equity
	Shares	Amount							
Balance at December 31, 2023	383.0	$ 38.3	$ 728.5	$ 4,254.5	$ (946.2)	$ (132.5)	$ 3,942.6	$ 61.2	$ 4,003.8
Net income				110.4			110.4	3.2	113.6
Other comprehensive loss					(49.5)		(49.5)	(1.2)	(50.7)
Reclassifications related to redeemable non-controlling interests								0.3	0.3
Distributions to non-controlling interests								(4.3)	(4.3)
Change in redemption value of redeemable non-controlling interests				0.0			0.0		0.0
Repurchase of common stock						(62.9)	(62.9)		(62.9)
Common stock dividends ($0.33 per share)				(125.8)			(125.8)		(125.8)
Stock-based compensation	0.9		22.8				22.8		22.8
Shares withheld for taxes	(0.4)		(13.3)				(13.3)		(13.3)
Other			(0.2)				(0.2)	(0.2)	(0.4)
Balance at March 31, 2024	383.5	$ 38.3	$ 737.8	$ 4,239.1	$ (995.7)	$ (195.4)	$ 3,824.1	$ 59.0	$ 3,883.1

	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss, Net of Tax	Treasury Stock	Total IPG Stockholders' Equity	Non-controlling Interests	Total Stockholders' Equity
	Shares	Amount							
Balance at December 31, 2022	389.6	$ 38.9	$ 1,057.5	$ 3,632.1	$ (993.7)	$ (120.2)	$ 3,614.6	$ 58.1	$ 3,672.7
Net income				126.0			126.0	6.1	132.1
Other comprehensive income (loss)					23.8		23.8	(0.3)	23.5
Reclassifications related to redeemable non-controlling interests								(0.3)	(0.3)
Distributions to non-controlling interests								(3.1)	(3.1)
Repurchases of common stock						(77.8)	(77.8)		(77.8)
Common stock dividends ($0.31 per share)				(120.0)			(120.0)		(120.0)
Stock-based compensation	3.8	0.4	17.8				18.2		18.2
Shares withheld for taxes	(1.6)	(0.2)	(58.6)				(58.8)		(58.8)
Other								0.2	0.2
Balance at March 31, 2023	391.8	$ 39.1	$ 1,016.7	$ 3,638.1	$ (969.9)	$ (198.0)	$ 3,526.0	$ 60.7	$ 3,586.7

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 heightened macroeconomic uncertainty have impacted and may 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 may differ from these estimates under different assumptions or conditions and further decline in macroeconomic conditions or increasing interest rates could have a negative impact on these estimates, including the fair value of certain assets. 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, 2023 (the "2023 Annual Report").

We conduct our business across three reportable segments described in Note 10. The three reportable segments are: Media, Data & Engagement Solutions ("MD&E"), Integrated Advertising & Creativity Led Solutions ("IA&C"), and Specialized Communications & Experiential Solutions ("SC&E").

Cost of services is comprised of the expenses of our revenue-producing reportable segments, MD&E, IA&C, and SC&E, 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 2024 consist of adjustments to the Company's restructuring actions taken in 2022 and 2020, and primarily relate to real estate actions which were designed to reduce our real estate footprint and to better align our cost structure with revenue.

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 adjustments have been made to prior-period financial statements to conform to the current-period presentation, including the recast of certain prior period amounts to reflect the transfer of certain agencies between reportable segments.

(Amounts in Millions, Except Per Share Amounts)

Note 2: Revenue

Disaggregation of Revenue

We have three reportable segments as of March 31, 2024: MD&E, IA&C and SC&E, as further discussed in Note 10. MD&E principally generates revenue from providing global media and communications services, digital services and products, advertising and marketing technology, e-commerce services, data management and analytics, strategic consulting, and digital brand experience. IA&C principally generates revenue from providing advertising, corporate and brand identity services, and strategic consulting. SC&E generates revenue from providing best-in-class global public relations and communications services, events, sports and entertainment marketing, and strategic consulting.

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

	Three months ended March 31,	
Total revenue:	**2024**	**2023**
United States	$ 1,662.0	$ 1,683.2
International:		
United Kingdom	210.9	195.8
Continental Europe	203.9	193.6
Asia Pacific	173.1	191.9
Latin America	92.6	90.7
Other	153.4	165.8
Total International	833.9	837.8
Total Consolidated	$ 2,495.9	$ 2,521.0

	Three months ended March 31,	
Revenue before billable expenses:	**2024**	**2023**
United States	$ 1,476.3	$ 1,470.6
International:		
United Kingdom	178.0	170.2
Continental Europe	179.5	163.7
Asia Pacific	142.8	159.2
Latin America	87.1	84.7
Other	119.2	128.5
Total International	706.6	706.3
Total Consolidated	$ 2,182.9	$ 2,176.9

(Amounts in Millions, Except Per Share Amounts)

MD&E	Three months ended March 31,	
Total revenue:	**2024**	**2023**
United States	$ 637.7	$ 649.7
International	335.6	337.2
Total MD&E	$ 973.3	$ 986.9
Revenue before billable expenses:		
United States	$ 633.5	$ 637.3
International	327.8	328.6
Total MD&E	$ 961.3	$ 965.9

IA&C	Three months ended March 31,	
Total revenue:	**2024**	**2023**
United States	$ 624.6	$ 622.3
International	339.2	336.7
Total IA&C	$ 963.8	$ 959.0
Revenue before billable expenses:		
United States	$ 600.7	$ 592.3
International	280.7	278.2
Total IA&C	$ 881.4	$ 870.5

SC&E	Three months ended March 31,	
Total revenue:	**2024**	**2023**
United States	$ 399.7	$ 411.2
International	159.1	163.9
Total SC&E	$ 558.8	$ 575.1
Revenue before billable expenses:		
United States	$ 242.1	$ 241.0
International	98.1	99.5
Total SC&E	$ 340.2	$ 340.5

Contract Balances

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

	March 31, 2024	December 31, 2023
Accounts receivable, net of allowance of $45.1 and $46.4, respectively	$ 4,329.6	$ 5,768.8
Accounts receivable, billable to clients	2,145.0	2,229.2
Contract assets	59.1	68.6
Contract liabilities (deferred revenue)	707.7	684.7

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.

(Amounts in Millions, Except Per Share Amounts)

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 $715.2 of unsatisfied performance obligations as of March 31, 2024, which will be recognized as services are performed over the remaining contractual terms through 2028.

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	March 31, 2024	December 31, 2023
4.200% Senior Notes due 2024	4.240%	$ 250.0	$ 249.9
4.650% Senior Notes due 2028 (less unamortized discount and issuance costs of $0.9 and $2.0, respectively)	4.780%	497.1	497.0
4.750% Senior Notes due 2030 (less unamortized discount and issuance costs of $2.5 and $3.7, respectively)	4.920%	643.8	643.6
2.400% Senior Notes due 2031 (less unamortized discount and issuance costs of $0.6 and $3.2, respectively)	2.512%	496.2	496.0
5.375% Senior Notes due 2033 (less unamortized discount and issuance costs of $3.6 and $2.9, respectively)	5.650%	293.5	293.4
3.375% Senior Notes due 2041 (less unamortized discount and issuance costs of $1.0 and $4.9, respectively)	3.448%	494.1	494.1
5.400% Senior Notes due 2048 (less unamortized discount and issuance costs of $2.5 and $4.6, respectively)	5.480%	492.9	492.8
Other notes payable and finance leases		1.0	0.8
Total long-term debt		3,168.6	3,167.6
Less: current portion		250.2	250.1
Long-term debt, excluding current portion		$ 2,918.4	$ 2,917.5

As of March 31, 2024 and December 31, 2023, the estimated fair value of the Company's long-term debt was $2,943.4 and $2,975.3, respectively. Refer to Note 11 for details.

Debt Transactions

4.200% Senior Notes due 2024

Our 4.200% unsecured senior notes in aggregate principal amount of $250.0 matured on April 15, 2024. We used cash on hand to fund the principal repayment.

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. On November 1, 2021, we amended and restated the Credit Agreement. As amended, among other things, the maturity date of the Credit Agreement was extended to November 1, 2026 and the cost structure of the Credit Agreement was changed. The Credit Agreement continues to include a required leverage ratio of not more than 3.50 to 1.00, among other customary covenants, including limitations on our liens and the liens of our consolidated subsidiaries and limitations on the incurrence of subsidiary debt. At the election of the Company, the leverage ratio may be changed to not more than 4.00 to 1.00 for four consecutive quarters, beginning with the fiscal quarter in which there is an occurrence of one or more acquisitions with an aggregate purchase price of at least $200.0.

The Credit Agreement is a revolving facility, under which amounts borrowed by us or any of our subsidiaries designated under the Credit Agreement may be repaid and reborrowed, subject to an aggregate lending limit of $1,500.0, or the equivalent in other currencies. The Company has the ability to increase the commitments under the Credit Agreement from time to time by an additional amount of up to $250.0, provided the Company receives commitments for such increases and satisfies certain other conditions. The aggregate available amount of letters of credit outstanding may decrease or increase, subject to a sublimit of $50.0, or the equivalent in other currencies. Our obligations under the Credit Agreement are unsecured. As of March 31, 2024, there were no borrowings under the Credit Agreement; however, we had $9.5 of letters of credit under the Credit Agreement, which reduced our total availability to $1,490.5. We were in compliance with all of our covenants in the Credit Agreement as of March 31, 2024.

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 March 31, 2024, the Company had uncommitted lines of credit in an aggregate amount of $790.5, under which we had outstanding borrowings of $21.9 classified as short-term borrowings on our Consolidated Balance Sheet. The average amount outstanding during the first quarter of 2024 was $41.2 with a weighted-average interest rate of approximately 7.9%.

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 first quarter of 2024, there was no commercial paper activity and, as of March 31, 2024, there was no commercial paper outstanding.

(Amounts in Millions, Except Per Share Amounts)

Note 4: Earnings Per Share

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

	Three Months Ended March 31,	
	2024	**2023**
Net income available to IPG common stockholders	$ 110.4	$ 126.0
Weighted-average number of common shares outstanding - basic	378.4	385.8
Dilutive effect of stock options and restricted shares	2.2	1.6
Weighted-average number of common shares outstanding - diluted	380.6	387.4
Earnings per share available to IPG common stockholders:		
Basic	$ 0.29	$ 0.33
Diluted	$ 0.29	$ 0.33

Note 5: Supplementary Data

Accrued Liabilities

The following table presents the components of accrued liabilities.

	March 31, 2024	**December 31, 2023**
Salaries, benefits and related expenses	$ 316.9	$ 507.5
Interest	60.7	40.2
Income taxes payable	35.9	56.8
Office and related expenses	20.0	22.3
Acquisition obligations	9.4	2.9
Restructuring charges	0.2	0.6
Other	84.8	75.5
Total accrued liabilities	$ 527.9	$ 705.8

Other Expense, Net

Results of operations for the three months ended March 31, 2024 and 2023 include certain items that are not directly associated with our revenue-producing operations.

	Three months ended March 31,	
	2024	**2023**
Net losses on sales of businesses	$ (6.8)	$ (4.2)
Other	(2.7)	(2.5)
Total other expense, net	$ (9.5)	$ (6.7)

Net losses on sales of businesses – During the three months ended March 31, 2024 and 2023, the amounts recognized were related to sales of businesses and the classification of certain assets and liabilities, consisting primarily of accounts receivable and accounts payable, as held for sale within our MD&E, IA&C, and SC&E reportable segments. The businesses sold and held for sale primarily represent unprofitable, non-strategic agencies which are expected to be sold within the next twelve months.

Other – During the three months ended March 31, 2024 and 2023, the amounts recognized were primarily related to pension and postretirement costs.

(Amounts in Millions, Except Per Share Amounts)

Share Repurchase Programs

On February 8, 2023, the Board of Directors (the "Board") authorized a share repurchase program to repurchase from time to time up to $350.0, excluding fees, of our common stock, which was in addition to any amounts remaining under the 2022 share repurchase program.

On February 7, 2024, the Board authorized a share repurchase program to repurchase from time to time up to $320.0, excluding fees, of our common stock, which was in addition to any amounts remaining under the 2023 share repurchase program.

We may effect such repurchases through open market purchases, trading plans established in accordance with U.S. Securities and Exchange Commission ("SEC") rules, derivative transactions or other means. The timing and amount of repurchases in future periods will depend on market conditions and other funding requirements.

The following table presents our share repurchase activity under our share repurchase programs for the three months ended March 31, 2024 and 2023.

	Three months ended March 31,	
	2024	2023
Number of shares repurchased	1.9	2.2
Aggregate cost, including fees[1]	$ 62.4	$ 77.8
Average price per share, including fees	$ 32.41	$ 35.50

1 The amount for the three months ended March 31, 2024 excludes $0.5 of estimated excise tax on net share repurchases.

As of March 31, 2024, $17.7, and $320.0, excluding fees, remains available for repurchase under the 2023 and 2024 share repurchase programs, respectively. There are no expiration dates associated with these share repurchase programs.

Redeemable Non-controlling Interests

Many of our acquisitions include provisions under which the non-controlling equity owners may require us to purchase additional interests in a subsidiary at their discretion. Redeemable non-controlling 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 non-controlling interests.

	Three months ended March 31,	
	2024	2023
Balance at beginning of period	$ 42.3	$ 38.3
Change in related non-controlling interests balance	(0.3)	0.3
Changes in redemption value of redeemable non-controlling interests:		
Additions	—	—
Redemptions and other	(6.1)	(0.4)
Redemption value adjustments	0.0	—
Currency translation adjustments	0.1	0.2
Balance at end of period	$ 36.0	$ 38.4

Goodwill

Goodwill is the excess purchase price remaining from an acquisition after an allocation of purchase price has been made to identifiable assets acquired and liabilities assumed based on estimated fair values.

The Company transferred certain agencies between operating segments as of January 1, 2024 which resulted in certain changes to our reporting units and reportable segments. We have allocated goodwill to our reporting units using a relative fair value approach. In addition, we completed an assessment of any potential goodwill impairment for all impacted reporting units immediately prior and subsequent to the reallocation and determined that no impairment existed.

(Amounts in Millions, Except Per Share Amounts)

The following table sets forth details of changes in goodwill by reportable segment of the Company:

	MD&E	IA&C	SC&E	Total
Balance at December 31, 2023	$ 2,677.5	$ 1,723.2	$ 680.2	$ 5,080.9
Goodwill Reallocation	13.3	(13.3)	—	—
Balance at January 1, 2024	2,690.8	1,709.9	680.2	5,080.9
(Dispositions)/Acquisitions	—	(1.2)	0.2	(1.0)
Foreign Currency and Other	(4.4)	(9.2)	(2.6)	(16.2)
Balance at March 31, 2024	$ 2,686.4	$ 1,699.5	$ 677.8	$ 5,063.7

Note 6: Income Taxes

For the three months ended March 31, 2024, our income tax expense was negatively impacted by net losses on sales of businesses and the classification of certain assets as held for sale for which we received minimal tax benefit. The adoption of the OECD's global tax reform initiative (known as Pillar 2) did not have a material impact on the first quarter of 2024.

We have various tax years under examination by tax authorities in the U.S., in various countries, and in various states and localities, such as New York City, 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 $105.0 and $115.0 in the next twelve months, a portion of which will affect our effective income tax rate, primarily as a result of the settlement of tax examinations and the lapsing of statutes of limitations. This net decrease is related to various items of income and expense, primarily transfer pricing adjustments.

We are effectively settled with respect to U.S. federal income tax audits through 2019. With limited exceptions, we are no longer subject to state and local income tax audits for years prior to 2015 or non-U.S. income tax audits for years prior to 2011.

Note 7: 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 three months ended March 31, 2024.

	Awards	Weighted-average grant-date fair value (per award)
Restricted stock (units)	1.3	$ 31.46
Performance-based stock (shares)	2.8	$ 27.55
Total stock-based compensation awards	4.1	

During the three months ended March 31, 2024, 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 $1.4 and $13.6, 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.

(Amounts in Millions, Except Per Share Amounts)

Note 8: 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, 2023	$ (789.1)	$ 33.5	$ (190.6)	$ (946.2)
Other comprehensive (loss) income before reclassifications	(51.1)	—	0.9	(50.2)
Amount reclassified from accumulated other comprehensive loss, net of tax	—	(0.7)	1.4	0.7
Balance as of March 31, 2024	$ (840.2)	$ 32.8	$ (188.3)	$ (995.7)

	Foreign Currency Translation Adjustments	Derivative Instruments	Defined Benefit Pension and Other Postretirement Plans	Total
Balance as of December 31, 2022	$ (849.1)	$ 35.0	$ (179.6)	$ (993.7)
Other comprehensive income (loss) before reclassifications	22.6	(2.1)	2.3	22.8
Amount reclassified from accumulated other comprehensive loss, net of tax	—	(0.3)	1.3	1.0
Balance as of March 31, 2023	$ (826.5)	$ 32.6	$ (176.0)	$ (969.9)

Amounts reclassified from accumulated other comprehensive loss, net of tax, for the three months ended March 31, 2024 and 2023 are as follows:

	Three months ended March 31,		Affected Line Item in the Consolidated Statements of Operations
	2024	2023	
Net gain on derivative instruments	$ (0.9)	$ (0.4)	Other expense, net, Interest expense
Amortization of defined benefit pension and postretirement plan items	1.9	1.7	Other expense, net
Tax effect	(0.3)	(0.3)	Provision for income taxes
Total amount reclassified from accumulated other comprehensive loss, net of tax	$ 0.7	$ 1.0	

(Amounts in Millions, Except Per Share Amounts)

Note 9: 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.

In December 2023, the U.K. Pension Plan entered into an agreement with an insurance company to purchase a group annuity, or "buy-in", that matches the plans future projected benefit obligations to covered participants. As part of the annuity purchase contract, the U.K. Pension Plan has the option to complete a "buy-out", which would transfer all liabilities of the plan to the insurer, which the Company anticipates to be completed in the first half of 2025. The non-cash settlement charge, net of tax, associated with the transaction is currently estimated to be approximately $180.0 to $200.0.

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 March 31,	**2024**	**2023**	**2024**	**2023**	**2024**	**2023**
Service cost	$ 0.0	$ 0.0	$ 0.8	$ (0.2)	$ 0.0	$ 0.0
Interest cost	0.9	1.0	3.7	4.1	0.2	0.2
Expected return on plan assets	(0.7)	(1.0)	(3.7)	(4.2)	0.0	0.0
Amortization of:						
Unrecognized actuarial losses	0.4	0.4	1.5	1.3	0.0	0.0
Net periodic cost	$ 0.6	$ 0.4	$ 2.3	$ 1.0	$ 0.2	$ 0.2

The components of net periodic cost other than the service cost component are included in the line item "Other expense, net" in the Consolidated Statements of Operations.

During the three months ended March 31, 2024, we contributed $0.0 and $2.9 of cash to our domestic and foreign pension plans, respectively. For the remainder of 2024, we expect to contribute approximately $0.0 and $7.0 of cash to our domestic and foreign pension plans, respectively.

Note 10: Segment Information

As of March 31, 2024, we have three reportable segments: MD&E, IA&C, and SC&E. We also report results for the "Corporate and other" group.

MD&E primarily provides, and is distinguished by innovative capabilities and scale in, global media and communications services, digital services and products, advertising and marketing technology, e-commerce services, data management and analytics, strategic consulting, and digital brand experience. MD&E is comprised of IPG Mediabrands and Acxiom, as well as our digital and commerce specialist agencies, which include MRM, R/GA, and Huge.

IA&C primarily provides advertising, corporate and brand identity services, and strategic consulting. IA&C is distinguished by the leading role of complex integrations of ideation and the execution of advertising and creative campaigns across all communications channels that are foundational to client brand identities. IA&C is comprised of leading global networks and agencies that provide a broad range of services, including McCann Worldgroup, IPG Health, MullenLowe Group, Foote, Cone & Belding ("FCB"), and our domestic integrated agencies.

SC&E primarily provides best-in-class global public relations and other specialized communications services, events, sports and entertainment marketing, and strategic consulting. SC&E is comprised of agencies that provide a range of marketing services expertise, including Weber Shandwick, Golin, our sports, entertainment, and experiential agencies, and IPG DXTRA Health.

Certain prior period amounts, wherever applicable, have been recast to reflect the transfer of certain agencies between our reportable segments.

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.

(Amounts in Millions, Except Per Share Amounts)

	Three months ended March 31,	
	2024	2023
Total revenue:		
MD&E	$ 973.3	$ 986.9
IA&C	963.8	959.0
SC&E	558.8	575.1
Total	$ 2,495.9	$ 2,521.0
Revenue before billable expenses:		
MD&E	$ 961.3	$ 965.9
IA&C	881.4	870.5
SC&E	340.2	340.5
Total	$ 2,182.9	$ 2,176.9
Restructuring[1]:		
MD&E	$ —	$ —
IA&C	0.3	0.3
SC&E	0.3	1.3
Corporate and Other	—	—
Total	$ 0.6	$ 1.6
Segment EBITA[2]:		
MD&E	$ 93.2	$ 79.8
IA&C	107.9	98.1
SC&E	43.9	45.2
Corporate and Other	(40.1)	(13.9)
Total	$ 204.9	$ 209.2
Amortization of acquired intangibles:		
MD&E	$ 19.2	$ 19.4
IA&C	1.0	0.9
SC&E	0.5	0.6
Corporate and Other	0.0	0.0
Total	$ 20.7	$ 20.9
Depreciation and amortization[3]:		
MD&E	$ 26.5	$ 26.3
IA&C	12.4	14.1
SC&E	3.5	4.2
Corporate and Other	2.1	1.0
Total	$ 44.5	$ 45.6
Capital expenditures:		
MD&E	$ 21.5	$ 22.4
IA&C	2.4	1.8
SC&E	0.8	0.5

(Amounts in Millions, Except Per Share Amounts)

Corporate and Other	10.4	8.2
Total	$ 35.1	$ 32.9

1 Non-cash lease impairment costs were comprised of $0.3 at IA&C and $0.3 at SC&E for the three months ended March 31, 2024. Non-cash lease impairment costs were comprised of $1.2 at SC&E for the three months ended March 31, 2023.

2 Segment EBITA is calculated as net income 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 attributable to non-controlling interests and amortization of acquired intangibles.

3 Excludes amortization of acquired intangibles.

	March 31, 2024	December 31, 2023
Total assets:		
MD&E	$ 9,556.1	$ 10,737.5
IA&C	4,662.1	4,790.4
SC&E	1,679.8	1,800.6
Corporate and Other	1,388.1	1,938.8
Total	$ 17,286.1	$ 19,267.3

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

	Three months ended March 31,	
	2024	**2023**
MD&E EBITA	$ 93.2	$ 79.8
IA&C EBITA	107.9	98.1
SC&E EBITA	43.9	45.2
Corporate and Other EBITA	(40.1)	(13.9)
Less: consolidated amortization of acquired intangibles	20.7	20.9
Operating income	184.2	188.3
Total (expenses) and other income	(23.6)	(22.3)
Income before income taxes	$ 160.6	$ 166.0

Note 11: 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 three months ended March 31, 2024. The following tables present information about our financial instruments measured at fair value on a recurring basis as of March 31, 2024 and December 31, 2023, and indicate the fair value hierarchy of the valuation techniques utilized to determine such fair value.

(Amounts in Millions, Except Per Share Amounts)

	March 31, 2024				Balance Sheet Classification
	Level 1	Level 2	Level 3	Total	
Assets					
Cash equivalents	$ 658.5	$ —	$ —	$ 658.5	Cash and cash equivalents
Liabilities					
Contingent acquisition obligations [1]	$ —	$ —	$ 9.4	$ 9.4	Accrued liabilities and Other non-current liabilities

	December 31, 2023				Balance Sheet Classification
	Level 1	Level 2	Level 3	Total	
Assets					
Cash equivalents	$ 1,521.5	$ —	$ —	$ 1,521.5	Cash and cash equivalents
Liabilities					
Contingent acquisition obligations [1]	$ —	$ —	$ 3.1	$ 3.1	Accrued liabilities and Other non-current liabilities

1 Contingent acquisition obligations includes deferred acquisition payments and unconditional obligations to purchase additional non-controlling 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 increase in this balance of $6.3 from December 31, 2023 to March 31, 2024 is primarily due to the exercises of redeemable non-controlling interest. 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 March 31, 2024 and December 31, 2023, and indicates the fair value hierarchy of the valuation techniques utilized to determine such fair value.

	March 31, 2024				December 31, 2023			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Total long-term debt	$ —	$ 2,942.4	$ 1.0	$ 2,943.4	$ —	$ 2,974.5	$ 0.8	$ 2,975.3

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 March 31, 2024 ranged from 5.0% to 6.0%.

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 12: Commitments and Contingencies

Guarantees

As discussed in our 2023 Annual Report, we have guaranteed certain obligations of our subsidiaries relating principally to operating leases and uncommitted lines of credit of certain subsidiaries. As of March 31, 2024 and December 31, 2023, the amount of parent company guarantees on lease obligations was $656.0 and $678.1, respectively, the amount of parent company guarantees primarily relating to uncommitted lines of credit was $267.6 and $255.7, 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 $84.1 and $85.5, 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 both March 31, 2024, and December 31, 2023 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 13: 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 2023, the Financial Accounting Standards Board issued amended guidance to enhance the transparency and decision usefulness of income tax disclosures by requiring disaggregated information about an entity's effective tax rate reconciliation, as well as information on taxes paid. This amended guidance is effective for annual periods beginning after December 15, 2024. We are currently evaluating the impact on our Consolidated Financial Statements.

Segment Reporting

In November 2023, the Financial Accounting Standards Board issued amended guidance on segment reporting to improve financial reporting by requiring disclosure of incremental segment information on an annual and interim basis for all public entities to enable investors to develop more decision-useful financial analysis. This amended guidance is effective for annual periods beginning after December 15, 2023 and interim periods beginning after December 15, 2024. We are currently evaluating the 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, 2023 (the "2023 Annual Report"), as well as our other reports and filings with the Securities and Exchange Commission (the "SEC"). Our 2023 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 2023 Annual Report of our accounting policies that require critical judgment, assumptions and estimates.

RECENT ACCOUNTING STANDARDS, by reference to Note 13 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 provide marketing, communications and business transformation services that help marketers and brands succeed in today's digital economy. Combining the power of creativity and technology, our approximately 56,800 employees and operations span all major world markets. Our companies specialize in insights, data, media, creative and production, digital commerce, healthcare marketing and communications, producing marketing solutions for clients that range in scale from large global marketers to regional and local clients. Our comprehensive global services help marketers build brands, increase sales of their products and services, and gain market share.

Our capabilities span ideation to execution: growth, product and experience design; technology and experience platforms; creative, media and marketing strategy; and campaign, content and channel orchestration. The work we produce for our clients is specific to their unique needs. Our solutions vary from project-based activity to long-term, fully integrated campaigns. Our operations support the strategic position that marketers have access to the best and most appropriate resources within IPG to drive business success, and may access these capabilities from across the IPG network in an agile model called Open Architecture®. With operations in over 100 countries, we can operate in a single region or deliver global integrated programs.

We operate in a media, consumer and technology ecosystem that continues to evolve at a rapid pace. To help our clients win in a data-led and digital-first world, we have made and continue to make investments in strategic areas including digital commerce, retail media, artificial intelligence, audience resolution and production across world markets. In addition, we consistently review opportunities within our Company to enhance our operations through acquisitions and strategic alliances and internal programs that encourage client-centric 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.

Home to some of the world's best-known and most innovative communications specialists, IPG global brands include Acxiom, Craft, FCB, FutureBrand, Golin, Huge, Initiative, IPG Health, IPG Mediabrands, Jack Morton, KINESSO, MAGNA, McCann, Mediahub, Momentum, MRM, MullenLowe Global, Octagon, R/GA, UM, Weber Shandwick and more.

Our financial goals include competitive organic growth of revenue before billable expenses 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 stakeholders. 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 value to all of our stakeholders.

Current Market Conditions

In the opening months of the new year, the macroeconomic backdrop continued to be characterized by global crosscurrents, which together offer only moderate cyclical market support. A fragile but growing conviction that the U.S. would avoid a long-anticipated recession began to take hold but emerged alongside persistent concerns about the impact of war and violence in Ukraine and the Middle East, and amid continuing political and economic tensions involving the largest national economic actors. In adjacent industries, forecasts of robust media markets for the year exist alongside a slowdown in the consulting industry. The upshot is that the overall tenor of our markets has shown improvement from the second half of last year, though macroeconomic uncertainty continues to color the current market for both ourselves and many clients. At the same time, consumer markets and media continue to evolve at high velocity, supporting the ongoing need among large marketers for the advanced capabilities in which we specialize.

The principal macroeconomic risks to our performance include the impact of any general or regional economic slowdown or contraction, the extent of inflation of labor costs and potential for labor shortages, continuing inflationary pressures on our clients and their customers, and the economic impacts of geopolitical conflict and resulting potential for uncertainty and restrictions on spending on the part of some clients and consumers. See Item 1A, *Risk Factors*, in our most recent Annual Report on Form 10-K.

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. The foreign currencies that most favorably impacted our results during the first three months of 2024 were the British Pound Sterling, the Colombian Peso and the Euro. The foreign currencies that most adversely impacted our results during the first three months of 2024 were the Argentine Peso, the Japanese Yen and the Australian 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. We continually evaluate our portfolio of businesses, and over the past several 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 revenue before billable expenses as well as the change in certain operating expenses, and the components thereof, expressed as a percentage of consolidated revenue before billable expenses, as well as Adjusted EBITA. These metrics are also used by management to assess the financial performance of our reportable segments, MD&E, IA&C, and SC&E. In certain of our discussions, we analyze revenue before billable expenses by geographic region and by business sector, in which we focus on our top 500 clients, which typically constitute approximately 85% of our annual consolidated revenue before billable expenses.

Results for the three months ended March 31, 2024, may not be indicative of the results that may be expected for the fiscal year ending December 31, 2024. 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 the Company’s goodwill, long-lived assets and indefinite-lived intangible assets; assessment of the annual effective tax rate; valuation of deferred income taxes and the 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.

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 a summary of our financial performance for the three months ended March 31, 2024 and 2023.

Statement of Operations Data	Three months ended March 31, 2024	Three months ended March 31, 2023	% Increase/ (Decrease)
REVENUE:			
Revenue before billable expenses	$ 2,182.9	$ 2,176.9	0.3 %
Billable expenses	313.0	344.1	(9.0)%
Total revenue	$ 2,495.9	$ 2,521.0	(1.0)%
OPERATING INCOME	$ 184.2	$ 188.3	(2.2)%
Adjusted EBITA [1]	$ 204.9	$ 209.2	(2.1)%
NET INCOME AVAILABLE TO IPG COMMON STOCKHOLDERS	$ 110.4	$ 126.0	
Earnings per share available to IPG common stockholders:			
Basic	$ 0.29	$ 0.33	
Diluted	$ 0.29	$ 0.33	
Operating Ratios			
Organic change in revenue before billable expenses	1.3 %	(0.2)%	
Operating margin on revenue before billable expenses	8.4 %	8.6 %	
Operating margin on total revenue	7.4 %	7.5 %	
Adjusted EBITA margin on revenue before billable expenses [1]	9.4 %	9.6 %	
Expenses as a % of revenue before billable expenses:			
Salaries and related expenses	72.1 %	72.5 %	
Office and other direct expenses	14.8 %	15.2 %	
Selling, general and administrative expenses	1.7 %	0.6 %	
Depreciation and amortization	3.0 %	3.1 %	
Restructuring charges [2]	0.0 %	0.1 %	

1 Adjusted EBITA is a financial measure that is not defined by U.S. GAAP. Adjusted EBITA is calculated as net income available to IPG common stockholders before provision for income taxes, total (expenses) and other income, equity in net (loss) income of unconsolidated affiliates, net income attributable to non-controlling 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 months ended March 31, 2024 and March 31, 2023, results include net restructuring charges of $0.6 and $1.6, respectively.

Total revenue, which includes billable expenses, decreased (1.0)% during the first quarter of 2024. Our organic increase of revenue before billable expenses was 1.3% during the first quarter of 2024, compared to an organic decrease of (0.2)% during the first quarter of 2023. The increase was due to net client wins and increased spending from existing clients in our healthcare and food & beverage sectors, partially offset by net client losses and lower spending from existing clients in our technology &

telecom sector. During the first quarter of 2024, our Adjusted EBITA margin on revenue before billable expenses decreased to 9.4% from 9.6% in the prior-year period as the increase in revenue before billable expenses was outpaced by the overall increase in our operating expenses, excluding billable expenses and amortization of acquired intangibles. See further discussion below in the *"Results of Operations"* section.

(Amounts in Millions, Except Per Share Amounts)

RESULTS OF OPERATIONS

Consolidated Results of Operations – Three Months Ended March 31, 2024 Compared to Three Months Ended March 31, 2023

Revenue before billable expenses

Our revenue before billable expenses 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 revenue before billable expenses 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 March 31, 2023	Foreign Currency	Net Acquisitions/ (Divestitures)	Organic	Three months ended March 31, 2024	Organic	Total
Consolidated	$ 2,176.9	$ 1.6	$ (23.4)	$ 27.8	$ 2,182.9	1.3 %	0.3 %
Domestic	1,470.6	—	(25.9)	31.6	1,476.3	2.1 %	0.4 %
International	706.3	1.6	2.5	(3.8)	706.6	(0.5)%	0.0 %
United Kingdom	170.2	7.4	—	0.4	178.0	0.2 %	4.6 %
Continental Europe	163.7	1.2	—	14.6	179.5	8.9 %	9.7 %
Asia Pacific	159.2	(6.0)	2.5	(12.9)	142.8	(8.1)%	(10.3)%
Latin America	84.7	(0.1)	—	2.5	87.1	3.0 %	2.8 %
Other	128.5	(0.9)	—	(8.4)	119.2	(6.5)%	(7.2)%

The organic increase of revenue before billable expenses was 1.3% during the first quarter of 2024. The organic increase in our domestic market was primarily due to revenue increases at our media and advertising businesses as well as our public relations agencies, partially offset by revenue decreases at our digital project-based offerings. In our international markets, the (0.5)% organic decrease was driven by revenue decreases at our digital project-based offerings across all regions and revenue decreases at our media businesses in our Asia Pacific region, partially offset by revenue increases at our media businesses in our Continental Europe and Latin America regions.

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

Salaries and Related Expenses

	Three months ended March 31,		
	2024	2023	% Increase/ (Decrease)
Salaries and related expenses	$ 1,572.8	$ 1,577.3	(0.3)%
As a % of revenue before billable expenses:			
Salaries and related expenses	**72.1 %**	**72.5 %**	
Base salaries, benefits and tax	62.9 %	64.0 %	
Incentive expense	2.6 %	2.5 %	
Severance expense	2.2 %	1.5 %	
Temporary help	3.3 %	3.4 %	
All other salaries and related expenses	1.1 %	1.1 %	

Total salaries and related expenses decreased (0.3)% during the first quarter of 2024 as compared to the prior-year period, primarily driven by decreased base salaries, benefits and tax partially offset by increased severance expense.

(Amounts in Millions, Except Per Share Amounts)

Office and Other Direct Expenses

	Three months ended March 31,		
	2024	2023	% Increase/ (Decrease)
Office and other direct expenses	$ 322.1	$ 330.3	(2.5)%
As a % of revenue before billable expenses:			
Office and other direct expenses	**14.8 %**	**15.2 %**	
Occupancy expense	4.4 %	4.4 %	
All other office and other direct expenses [1]	10.4 %	10.8 %	

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 (2.5)% during the first quarter of 2024 as compared to the prior-year period. The decrease in office and other direct expenses was mainly driven by decreased client service costs, company meetings and conferences, and professional consulting fees, partially offset by increased new business development, and technology & software 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 March 31, 2024, SG&A increased as compared to the prior-year period, primarily due to increased base salaries, benefits and tax and technology & software expenses.

Depreciation and Amortization

During the first quarter of 2024, depreciation and amortization expenses decreased slightly compared to the prior-year period.

Restructuring Charges

During the first quarter of 2024 and 2023, restructuring charges represent adjustments to our restructuring actions taken in 2020 and 2022.

EXPENSES AND OTHER INCOME

	Three months ended March 31,	
	2024	2023
Cash interest on debt obligations	$ (62.5)	$ (49.0)
Non-cash interest	(0.3)	(0.7)
Interest expense	(62.8)	(49.7)
Interest income	48.7	34.1
Net interest expense	(14.1)	(15.6)
Other expense, net	(9.5)	(6.7)
Total (expenses) and other income	$ (23.6)	$ (22.3)

Net interest expense decreased by $1.5 for the three months ended March 31, 2024, compared to a year ago, primarily attributable to higher interest rates on net deposits.

(Amounts in Millions, Except Per Share Amounts)

Other Expense, Net

Results of operations for the three months ended March 31, 2024 and 2023 include certain items that are not directly associated with our revenue-producing operations.

	Three months ended March 31,	
	2024	2023
Net losses on sales of businesses	$ (6.8)	$ (4.2)
Other	(2.7)	(2.5)
Total other expense, net	$ (9.5)	$ (6.7)

Net losses on sales of businesses – During the three months ended March 31, 2024 and 2023, the amounts recognized were related to sales of businesses and the classification of certain assets and liabilities, consisting primarily of accounts receivable and accounts payable, as held for sale within our MD&E, IA&C, and SC&E reportable segments. The businesses sold and held for sale primarily represent unprofitable, non-strategic agencies which are expected to be sold within the next twelve months.

Other – During the three months ended March 31, 2024 and 2023, the amounts recognized were primarily related to pension and postretirement costs.

INCOME TAXES

	Three months ended March 31,	
	2024	2023
INCOME BEFORE INCOME TAXES	$ 160.6	$ 166.0
Provision for income taxes	$ 47.3	$ 33.8

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 months ended March 31, 2024, our income tax expense was negatively impacted by net losses on sales of businesses and the classification of certain assets as held for sale for which we received minimal tax benefit.

For the three months ended March 31, 2023, our income tax expense was positively impacted by excess tax benefits on employee share-based payments, the majority of which is typically recognized in the first quarter due to the timing of the vesting of awards.

EARNINGS PER SHARE

Basic earnings per share available to IPG common stockholders for the three months ended March 31, 2024 was $0.29 compared to basic earnings per share of $0.33 for the three months ended March 31, 2023. Diluted earnings per share available to IPG common stockholders for the three months ended March 31, 2024 was $0.29 compared to diluted earnings per share of $0.33 for the three months ended March 31, 2023.

Basic and diluted earnings per share for the three months ended March 31, 2024 included negative impacts of $0.04 from the amortization of acquired intangibles and $0.02 from net losses on sales of businesses and the classification of certain assets as held for sale.

Basic and diluted earnings per share for the three months ended March 31, 2023 included negative impacts of $0.04 from the amortization of acquired intangibles and $0.01 from net losses on sales of businesses and the classification of certain assets as held for sale.

Segment Results of Operations – Three Months Ended March 31, 2024 Compared to Three Months Ended March 31, 2023

As discussed in Note 10 to the unaudited Consolidated Financial Statements, we have three reportable segments as of March 31, 2024: MD&E, IA&C and SC&E. We also report results for the "Corporate and Other" group.

(Amounts in Millions, Except Per Share Amounts)

Media, Data & Engagement Solutions

Revenue before billable expenses

	Three months ended March 31, 2023	Components of Change: Foreign Currency	Components of Change: Net Acquisitions/ (Divestitures)	Components of Change: Organic	Three months ended March 31, 2024	Change: Organic	Change: Total
Consolidated	$ 965.9	$ 0.1	$ —	$ (4.7)	$ 961.3	(0.5)%	(0.5)%
Domestic	637.3	—	—	(3.8)	633.5	(0.6)%	(0.6)%
International	328.6	0.1	—	(0.9)	327.8	(0.3)%	(0.2)%

The organic decrease during the first quarter of 2024 was mainly attributable to net client losses in our technology & telecom sector and lower spending from existing clients in our auto & transportation and financial services sectors, partially offset by higher spending from existing clients and net client wins in our healthcare sector. The organic decrease in our domestic market during the first quarter of 2024 was primarily driven by revenue decreases at our digital project-based offerings, partially offset by revenue increases at our media businesses and data management and analytics. In our international markets, the organic decrease was driven by revenue decreases at our digital project-based offerings across all regions and revenue decreases at our media businesses in our Asia Pacific region, partially offset by revenue increases at our media businesses in our Continental Europe and Latin America regions.

Segment EBITA

	Three months ended March 31, 2024	Three months ended March 31, 2023	Change
Segment EBITA	$ 93.2	$ 79.8	16.8 %
Segment EBITA margin on revenue before billable expenses	9.7 %	8.3 %	

Segment EBITA margin increased during the first quarter of 2024 compared to the prior-year period, as the decrease in our operating expenses, excluding billable expenses and amortization of acquired intangibles outpaced the decrease in our revenue before billable expenses, as discussed above. The decrease in salaries and related expenses, as compared to the prior-year period, was primarily due to decreases in base salaries, benefits and tax and temporary help expense, partially offset by increases in severance expense. Office and other direct expense decreased mainly due to decreases in client service costs and expenses related to company meetings and conferences as well as foreign currency gains, partially offset by increases in technology & software, bad debt and occupancy expenses.

Depreciation and amortization, excluding amortization of acquired intangibles, as a percentage of revenue before billable expenses was 2.8% during the first quarter of 2024, respectively, which increased slightly as compared to the prior-year periods.

Integrated Advertising & Creativity Led Solutions

Revenue before billable expenses

	Three months ended March 31, 2023	Components of Change: Foreign Currency	Components of Change: Net Acquisitions/ (Divestitures)	Components of Change: Organic	Three months ended March 31, 2024	Change: Organic	Change: Total
Consolidated	$ 870.5	$ 0.2	$ (16.8)	$ 27.5	$ 881.4	3.2 %	1.3 %
Domestic	592.3	—	(19.3)	27.7	600.7	4.7 %	1.4 %
International	278.2	0.2	2.5	(0.2)	280.7	(0.1)%	0.9 %

The organic increase during the first quarter of 2024 was due to net client wins in our healthcare, financial services and consumer goods sectors, partially offset by net client losses and lower spending from existing clients in our technology & telecom sector. The 4.7% organic increase during the first quarter of 2024 in our domestic market was due to revenue increases in our advertising businesses. In our international markets, the (0.1)% organic decrease was due to revenue decreases in our advertising businesses primarily in the Other region led by the Middle East, partially offset by revenue increases in the Continental Europe region.

(Amounts in Millions, Except Per Share Amounts)

Segment EBITA

	Three months ended March 31, 2024	Three months ended March 31, 2023	Change
Segment EBITA	$ 107.9	$ 98.1	10.0 %
Segment EBITA margin on revenue before billable expenses	12.2 %	11.3 %	

Segment EBITA margin increased during the first quarter of 2024 compared to the prior-year period, as the increase in revenue before billable expenses, as discussed above, exceeded the overall increase in our operating expenses, excluding billable expenses and amortization of acquired intangibles. The increase in salaries and related expenses, as compared to the prior-year period, was primarily driven by increases in severance and temporary help expense, partially offset by decreases in performance-based employee compensation expense, and base salaries, benefits and tax. Office and other direct expense slightly increased mainly due to increases in new business development and client service costs partially offset by decreases in occupancy expense and employment costs.

Depreciation and amortization, excluding amortization of acquired intangibles, as a percentage of revenue before billable expenses was 1.4% during the first quarter of 2024, which decreased slightly compared to the prior-year period.

Specialized Communications & Experiential Solutions

Revenue before billable expenses

		Components of Change				Change	
	Three months ended March 31, 2023	Foreign Currency	Net Acquisitions/ (Divestitures)	Organic	Three months ended March 31, 2024	Organic	Total
Consolidated	$ 340.5	$ 1.3	$ (6.6)	$ 5.0	$ 340.2	1.5 %	(0.1)%
Domestic	241.0	—	(6.6)	7.7	242.1	3.2 %	0.5 %
International	99.5	1.3	—	(2.7)	98.1	(2.7)%	(1.4)%

The organic increase during the first quarter of 2024 was mainly attributable to higher spending from existing clients in our food & beverage sector and net client wins in our consumer goods and retail sectors, partially offset by lower spending from existing clients in our technology & telecom sector. The organic increase of 3.2% during the first quarter of 2024 in our domestic market was driven by revenue increases at our public relations agencies, partially offset by revenue decreases at our experiential businesses. In our international markets, the (2.7)% organic decrease was driven by revenue decreases at our experiential businesses primarily in the United Kingdom region, and our public relations agencies primarily in the Asia Pacific region.

Segment EBITA

	Three months ended March 31, 2024	Three months ended March 31, 2023	Change
Segment EBITA	$ 43.9	$ 45.2	(2.9)%
Segment EBITA margin on revenue before billable expenses	12.9 %	13.3 %	

Segment EBITA margin decreased during the first quarter of 2024 compared to the prior-year period, primarily attributable to the overall increase in our operating expenses, excluding billable expenses and amortization of acquired intangibles. The increase in salaries and related expenses, as compared to the prior-year period, was primarily due to an increase in base salaries, benefits and tax, partially offset by decreases in severance expense. Office and other direct expense increased mainly due to a year-over-year change in contingent acquisition obligations and increases in general corporate expenses, partially offset by decreases in occupancy expense.

(Amounts in Millions, Except Per Share Amounts)

Depreciation and amortization, excluding amortization of acquired intangibles, as a percentage of revenue before billable expenses was 1.0% during the first quarter of 2024, respectively which decreased slightly as compared to the prior-year period.

CORPORATE AND OTHER

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

During the first quarter of 2024, Corporate and Other expenses increased by $26.2 compared to the prior-year period to $40.1, primarily attributable to an increase in selling, general and administrative expenses, which is discussed in the *Results of Operations* section.

LIQUIDITY AND CAPITAL RESOURCES

CASH FLOW OVERVIEW

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

	Three months ended March 31,	
Cash Flow Data	**2024**	**2023**
Net income	$ 113.6	$ 132.1
Adjustments to reconcile to net cash used in operating activities [1]	105.3	105.8
Net cash used in working capital [2]	(340.3)	(695.2)
Changes in other non-current assets and liabilities	(36.0)	(90.3)
Net cash used in operating activities	$ (157.4)	$ (547.6)
Net cash used in investing activities	(50.0)	(34.7)
Net cash used in financing activities	(227.1)	(274.3)

1 Consist primarily of depreciation and amortization of fixed assets and intangible assets, amortization of restricted stock and other non-cash compensation and net losses on sales of businesses.

2 Reflects changes in accounts receivable, prepaid expenses, other current assets, accounts payable, accrued liabilities and contract liabilities.

Operating Activities

The presentation of the three components of net cash provided by operating activities above reflects the manner in which management views and analyzes this information. Management believes this presentation is useful as it presents cash provided by operating activities separately from the impact of changes in working capital, which is seasonal in nature and is impacted by the timing of media buying on behalf of our clients. Additionally, we view changes in other non-current assets and liabilities separately, as these items are not impacted by the factors described below.

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 used in operating activities during the first quarter of 2024 decreased to $157.4 from $547.6 in the first quarter of 2023, primarily attributable to a decrease in working capital usage of $354.9. Working capital use was primarily impacted by the spending levels of our clients and variation in the timing of collections and payments around the reporting period.

Investing Activities

Net cash used in investing activities during the first quarter of 2024 was $50.0, which was an increase of $15.3 as compared to the first quarter of 2023, primarily driven by a decrease of $17.4 in the net proceeds from sale of businesses, net of cash sold. Payments for capital expenditures increased to $35.1 in the first quarter of 2024 from $32.9 in the first quarter of 2023, primarily attributable to higher spending on computer software and leasehold improvements, partially offset by decreased spending on furniture and fixtures.

Financing Activities

Net cash used in financing activities during the first quarter of 2024 was $227.1, primarily driven by the payment of common stock dividends of $126.6 and common stock repurchases of $62.4.

Net cash used in financing activities during the first quarter of 2023 was $274.3, primarily driven by the payment of common stock dividends of $123.2 and common stock repurchases of $77.8.

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 $20.0 during the first quarter of 2024. The decrease was primarily a result of the U.S. Dollar being stronger than several foreign currencies, including the Euro, Canadian Dollar and Australian Dollar as of March 31, 2024 as compared to December 31, 2023.

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 4.200% unsecured senior notes in aggregate principal amount of $250.0 matured on April 15, 2024. We used cash on hand to fund the principal repayment. As of March 31, 2024, we had outstanding short-term borrowings of $21.9 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 2028 through 2048.

- Acquisitions – In addition to potential cash expenditures for new acquisitions, we expect to pay approximately $9.0 over the next twelve months related to all completed acquisitions as of March 31, 2024. We may also be required to pay approximately $8.0 related to redeemable non-controlling 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 quarter of 2024, we paid a quarterly cash dividend of $0.330 per share on our common stock, which corresponded to an aggregate dividend payment of $126.6. Assuming we pay a quarterly dividend of $0.330 per share, and there is no significant change in the number of outstanding shares as of March 31, 2024, we would expect to pay approximately $498.0 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 (the "Board") and will depend upon factors such as our earnings, financial position and cash requirements.
- U.K. Pension Plan - In December 2023, the Interpublic Limited Pension Plan in the U.K., (the "U.K. Pension Plan") the Company's U.K. defined benefit pension plan, entered into an agreement with an insurance company to purchase a group annuity, or "buy-in", that matches the plans future projected benefit obligations to covered participants. As part of the annuity purchase contract, the U.K. Pension Plan has the option to complete a "buy-out", which would transfer all liabilities of the plan to the insurer, which the Company anticipates to be completed in the first half of 2025. The non-cash settlement charge, net of tax, associated with the transaction is currently estimated to be approximately $180.0 to $200.0.

Share Repurchase Programs

On February 8, 2023, our Board authorized a share repurchase program to repurchase from time to time up to $350.0, excluding fees, of our common stock.

On February 7, 2024, the Board authorized a share repurchase program to repurchase from time to time up to $320.0, excluding fees, of our common stock, which was in addition to any amounts remaining under the 2023 share repurchase program.

We may effect such repurchases through open market purchases, trading plans established in accordance with U.S. Securities and Exchange Commission ("SEC") rules, derivative transactions or other means. As of March 31, 2024, $17.7, and $320.0, excluding fees, remains available under the 2023 and 2024 share repurchase programs, respectively. There are no expiration dates associated with these share repurchase programs.

FINANCING AND SOURCES OF FUNDS

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

(Amounts in Millions, Except Per Share Amounts)

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. On November 1, 2021, we amended and restated the Credit Agreement. As amended, among other things, the maturity date of the Credit Agreement was extended to November 1, 2026 and the cost structure of the Credit Agreement was changed. The Credit Agreement continues to include a required leverage ratio of not more than 3.50 to 1.00, among other customary covenants, including limitations on our liens and the liens of our consolidated subsidiaries and limitations on the incurrence of subsidiary debt. At the election of the Company, the leverage ratio may be changed to not more than 4.00 to 1.00 for four consecutive quarters, beginning with the fiscal quarter in which there is an occurrence of one or more acquisitions with an aggregate purchase price of at least $200.0. The Credit Agreement is a revolving facility, under which amounts borrowed by us or any of our subsidiaries designated under the Credit Agreement may be repaid and reborrowed, subject to an aggregate lending limit of $1,500.0, or the equivalent in other currencies. The Company has the ability to increase the commitments under the Credit Agreement from time to time by an additional amount of up to $250.0, provided the Company receives commitments for such increases and satisfies certain other conditions. The aggregate available amount of letters of credit outstanding may decrease or increase, subject to a sublimit of $50.0, or the equivalent in other currencies. Our obligations under the Credit Agreement are unsecured. As of March 31, 2024, there were no borrowings under the Credit Agreement; however, we had $9.5 of letters of credit under the Credit Agreement, which reduced our total availability to $1,490.5.

We were in compliance with all of our covenants in the Credit Agreement as of March 31, 2024. Management utilizes Credit Agreement EBITDA, which is a non-GAAP financial measure, as well as the amounts shown in the table below, calculated as required by the Credit Agreement, in order to assess our compliance with such covenants.

Financial Covenant	Four Quarters Ended March 31, 2024
Leverage ratio (not greater than) [1]	3.50x
Actual leverage ratio	1.78x

Credit Agreement EBITDA Reconciliation	Four Quarters Ended March 31, 2024
Net income available to IPG common stockholders	$ 1,082.8
Non-operating adjustments [2]	395.7
Operating income	1,478.5
Add:	
Depreciation and amortization	315.7
Other non-cash charges reducing operating income	(1.8)
Credit Agreement EBITDA [1]	$ 1,792.4

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 Includes adjustments of the following items from our Consolidated Statements of Operations: provision for income taxes, total (expenses) and other income, equity in net income (loss) of unconsolidated affiliates, and net income attributable to non-controlling 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 March 31, 2024, the Company had uncommitted lines of credit in an aggregate amount of $790.5, under which we had outstanding borrowings of $21.9 classified as short-term borrowings on our Consolidated Balance Sheet. The average amount outstanding during the first quarter of 2024 was $41.2 with weighted-average interest rate of approximately 7.9%.

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 first quarter of 2024, there was no commercial paper activity, and as of March 31, 2024, there was no commercial paper outstanding.

(Amounts in Millions, Except Per Share Amounts)

Cash Pooling

We aggregate our domestic cash position on a daily basis. Outside the United States, we use cash pooling arrangements with banks to help manage our liquidity requirements. In these pooling arrangements, several IPG agencies agree with a single bank that the cash balances of any of the agencies with the bank will be subject to a full right of set-off against amounts other agencies owe the bank, and the bank provides for overdrafts as long as the net balance for all agencies does not exceed an agreed-upon level. Typically, each agency pays interest on outstanding overdrafts and receives interest on cash balances. Our unaudited Consolidated Balance Sheets reflect cash, net of bank overdrafts, under all of our pooling arrangements, and as of March 31, 2024, the amount netted was $2,894.8.

DEBT CREDIT RATINGS

Our debt credit ratings as of April 18, 2024, 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

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, 2023, included in our 2023 Annual Report. As summarized in Item 7, *Management's Discussion and Analysis of Financial Condition and Results of Operations*, in our 2023 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, 2023. Actual results may differ from these estimates under different assumptions or conditions and further decline in macroeconomic conditions or increasing interest rates could have a negative impact on these estimates, including the fair value of certain assets.

RECENT ACCOUNTING STANDARDS

See Note 13 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 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 Attributable to Non-controlling 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 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:

- ***Total (Expenses) and Other Income, Provision for Income Taxes, Equity in Net Income (Loss) of Unconsolidated Affiliates and Net Income Attributable to Non-controlling 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.

(Amounts in Millions, Except Per Share Amounts)

The following table presents the reconciliation of Net Income Available to IPG Common Stockholders to Adjusted EBITA for the three months ended March 31, 2024 and 2023.

	Three months ended March 31,	
	2024	**2023**
Revenue before billable expenses	**$ 2,182.9**	**$ 2,176.9**
Adjusted EBITA Reconciliation:		
Net Income Available to IPG Common Stockholders [1]	**$ 110.4**	**$ 126.0**
Add Back:		
Provision for income taxes	47.3	33.8
Subtract:		
Total (expenses) and other income	(23.6)	(22.3)
Equity in net income (loss) of unconsolidated affiliates	0.3	(0.1)
Net income attributable to non-controlling interests	(3.2)	(6.1)
Operating Income [1]	**184.2**	**188.3**
Add Back:		
Amortization of acquired intangibles	20.7	20.9
Adjusted EBITA [1]	**$ 204.9**	**$ 209.2**
Adjusted EBITA Margin on Revenue before billable expenses	***9.4 %***	***9.6 %***

1 Calculations include restructuring charges of $0.6 for the three months ended March 31, 2024 and $1.6 for the three months ended March 31, 2023, respectively.

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 first quarter of 2024. 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 March 31, 2024 and December 31, 2023, approximately 99% of our debt obligations bore interest rates at fixed rates. For further discussion of our exposure to market risk, refer to Item 7A, *Quantitative and Qualitative Disclosures About Market Risk*, in our 2023 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 March 31, 2024, 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 March 31, 2024, 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 12 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 2023 Annual Report on Form 10-K (the "2023 Annual Report"), which could materially affect our business, financial condition or future results. In the first quarter of 2024, there have been no material changes in the risk factors we have previously disclosed in Item 1A, *Risk Factor*s, in our 2023 Annual Report. The risks described in our 2023 Annual Report 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 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 January 1, 2024, to March 31, 2024:

	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]
January 1 - 31	186,271	$ 32.79	175,000	$ 74,335,459
February 1 - 29	622,888	$ 32.38	225,000	$ 387,055,194
March 1 - 31	1,529,593	$ 32.35	1,527,000	$ 337,660,369
Total	2,338,752	$ 32.39	1,927,000	

1 The total number of shares of our common stock purchased includes shares 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"). We repurchased 11,271 Withheld Shares in January 2024; 397,888 Withheld Shares in February 2024; and 2,593 Withheld Shares in March 2024, for a total of 411,752 Withheld Shares during the three-month period.

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 and the aggregate amount we paid for shares acquired under our share repurchase program, described in Note 5 to the unaudited Consolidated Financial Statements, by (b) the sum of the number of Withheld Shares and the number of shares acquired in our share repurchase program.

3 On February 8, 2023, the Company's Board of Directors reauthorized a program to repurchase, from time to time, up to $350.0 million, excluding fees, of our common stock. On February 7, 2024, the Board authorized a share repurchase program to repurchase from time to time up to $320.0, excluding fees, of our common stock, which was in addition to any amounts remaining under the 2023 share repurchase program. There are no expiration dates associated with these share repurchase programs.

Item 3. ***Defaults Upon Senior Securities***

None.

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

Not applicable.

Item 5. ***Other Information***

None.

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.

INDEX TO EXHIBITS

Exhibit No.	Description
10.1	The Interpublic Group Amended and Restated 2019 Performance Incentive Plan.
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.
101	Interactive Data File for the period ended March 31, 2024. 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: April 24, 2024

By /s/ *Christopher F. Carroll*

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

Date: April 24, 2024

THE INTERPUBLIC GROUP OF COMPANIES, INC.
AMENDED AND RESTATED 2019 PERFORMANCE INCENTIVE PLAN

Section 1. Purpose.

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

(a) attract, retain, and motivate talented individuals as Eligible Employees and Non-Management Directors;

(b) provide Eligible Employees and Non-Management Directors with cash and equity-based incentives tied to the achievement of business, financial, and strategic objectives of the Company and its Subsidiaries and Affiliates; and

(c) provide Eligible Employees and Non-Management Directors with incentives and opportunities tied to the Company's Common Stock.

Section 2. Definitions.

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

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

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

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

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

"*Board*" means the Board of Directors of the Company.

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

protected category. With respect to a Non-Management Director, "Cause" means an act or failure to act that constitutes cause for removal of a director under applicable Delaware law.

"*Change of Control*" **means:**

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

(1) Any person (within the meaning of Sections 13(d) and 14(d) of the Exchange Act becomes the beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act) of stock that, together with other stock held by such person, possesses more than 50 percent of the combined voting power of the Company's then-outstanding stock;

(2) Any person (within the meaning of Sections 13(d) and 14(d) of the Exchange Act) acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person) ownership of stock of the Company possessing 30 percent or more of the combined voting power of the Company's then-outstanding stock;

(3) Any person (within the meaning of Sections 13(d) and 14(d) of the Exchange Act) acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person) assets from the Company that have a total gross fair market value equal to 40 percent or more of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions (where gross fair market value is determined without regard to any associated liabilities); or

(4) During any 12-month period, a majority of the members of the Board is replaced by directors whose appointment or election is not endorsed by a majority of the members of the Board before the date of their appointment or election.

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

(1) The acquisition of additional control of the Company by any person or persons acting as a group that is considered to "effectively control" the Company (within the meaning of guidance issued under Section 409A of the Code); or

(2) A transfer of assets to any entity controlled by the shareholders of the Company immediately after such transfer, including a transfer to (A) a shareholder of the Company (immediately before such transfer) in exchange for or with respect to its stock, (B) an entity, 50 percent or more of the total value or voting power of which is owned (immediately after such transfer) directly or indirectly by the Company, (C) a person or persons acting as a group that owns (immediately after such transfer) directly or indirectly 50 percent or more of the total value or voting power of all outstanding stock of the Company, or (D) an entity, at least 50 percent of the total value or voting power of which is owned (immediately after such transfer) directly or indirectly by a person described in clause (C), above.

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

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

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

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

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

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

"*Corporate Event*" **means (i) a Corporate Transaction, (ii) any change in applicable tax, legal or regulatory requirements or accounting methods, practices or policies or (iii) any other event or change.**

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

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

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

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

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

"*Exchange Act*" **means the Securities Exchange Act of 1934, as amended.**

"*Fair Market Value*" **means, with respect to a Share as of any determination date, except as otherwise provided in the Award Agreement, the average of the high and low selling prices of such Share on such determination date, as reported on the composite tape for securities listed on the New York Stock Exchange or such other national securities exchange as may be designated by the Administrator. If there were no sales of Shares on the determination date, the selling prices used shall be the high and low selling prices on the last preceding date on which a sale occurred.**

"*Full Value Award*" **means an Award, other than an Option, SAR or Dividend Equivalent, that is settled by the issuance of Shares.**

"*Incentive Stock Option*" **or** "*ISO*" **means an Option intended to meet the requirements of Section 422 of the Code.**

"*Non-Management Director"* **means a member of the Board who is not an employee of the Company or any of its Subsidiaries or Affiliates.**

"*Nonstatutory Stock Option*" **means an Option that is not intended to be an Incentive Stock Option.**

"*Option*" **means the right to purchase the number of Shares specified by the Administrator, at a specified price and during a specified term in accordance with the Plan and subject to any other limitations and restrictions (required by law or otherwise) as the Plan or the Administrator shall impose.**

"*Other Stock-Based Award*" **means an equity-based or equity-related Award granted under Section 7 (Performance Shares, Performance Units, and Other Stock-Based Awards) hereof that is not otherwise described by the terms of the Plan.**

"*Participant*" **means an Eligible Employee or Non-Management Director selected to receive an Award under the Plan.**

"*Performance Cash*" **means an Award of a contractual right granted under Section 8 (Performance Cash) hereof to receive a dollar amount (to be settled in cash, Shares, or a combination, as determined by the Administrator) that becomes vested upon the attainment, in whole or in part, of Performance Objectives specified by the Administrator.**

"*Performance Criteria*" means earnings per share (basic or diluted); adjusted net income; operating income; operating profit after tax; operating income growth; net operating profit; gross or operating margins; operating efficiency; revenue; revenue growth; organic revenue growth; return on equity; Share price (including growth measures and total shareholder return); cash flow (including operating cash flow, free cash flow, cash flow return on equity, and cash flow return on investment); earnings before interest, taxes, depreciation, and/or amortization; net earnings or net income (before or after taxes); net sales or revenue growth; return measures (including return on assets, capital, invested capital, equity, sales, or revenue); productivity ratios; expense targets; market share; customer satisfaction; working capital targets; economic value added or EVA® (net operating profit after tax minus the sum of capital multiplied by the cost of capital); or any other criteria selected by the Administrator. Performance Criteria may relate to the performance of (a) the Company, (b) a Subsidiary, (c) an Affiliate, (d) a division or unit of the Company, any Subsidiary, or any Affiliate, (e) an office, group of agencies, or all or part of any agency system, (f) the Participant, or (g) any combination of the foregoing, as measured either in absolute terms or in comparison with the performance of other companies.

"*Performance Objectives*" mean, for any Award that is contingent in whole or in part on achievement of performance objectives, the objectives or other performance levels with respect to specified Performance Criteria that are measured over a Plan Year or other specified period for the purpose of determining the amount of the Award and/or whether the Award is granted or vested.

"*Performance Shares*" or "*Performance Units*" means an Award of a contractual right granted under Section 7 (Performance Shares, Performance Units, and Other Stock-Based Awards) hereof to receive cash, Shares, or a combination, that becomes vested upon the attainment, in whole or in part, of Performance Objectives specified by the Administrator.

"*Plan*" means The Interpublic Group of Companies, Inc. Amended and Restated 2019 Performance Incentive Plan, as set forth herein and amended from time to time.

"*Plan Year*" means the calendar year.

"*Prior Plan*" means The Interpublic Group of Companies, Inc. 2014 Performance Incentive Plan, the 2009 Non-Management Directors' Stock Incentive Plan, or any predecessor thereto.

"*Prohibited Activity*" means, for a Participant: (i) an activity that would enable the Company or the Board to terminate the Participant's employment or other service for cause (as defined in the Plan or any employment agreement or other plan or arrangement that covers the Participant); (ii) a material violation of any rule, policy or procedure of the Company or the Participant's Employer, including the Code of Conduct of the Company or other applicable Employer; (iii) before a Change of Control, a failure to be in compliance with any share ownership objectives of the Company applicable to the Participant, or (iv) before a Change of Control, any other conduct or act that the Company determines is injurious, detrimental or prejudicial to any interest of the Company.

"*Restricted Period*" means a period during which an Award of Restricted Stock or Restricted Stock Units is subject to forfeiture. The Restricted Period that applies to an Award made to a Participant may overlap or coincide with the Restricted Period that applies to another Award made to that Participant.

"*Restricted Stock*" means an Award of Common Stock granted under Section 6 (Restricted Stock and Restricted Units) hereof that becomes vested and nonforfeitable, in whole or in part, upon the attainment, in whole or in part, of specified conditions, which may include Performance Objectives.

"*Restricted Stock Unit*" means an Award of a contractual right granted under Section 6 (Restricted Stock and Restricted Units) hereof corresponding to a number of Shares (to be settled in cash, Shares, or a combination, as determined by the Administrator) that becomes vested and nonforfeitable, in whole or in part, upon the attainment, in whole or in part, of specified conditions, which may include Performance Objectives. Except as otherwise provided in the Award Agreement, if a Restricted Stock Unit is settled in cash, the amount of cash shall equal the Fair Market Value of the underlying Shares on the Vesting Date.

"*Retirement*" **means a Participant's Termination for a reason other than Cause (as determined by the Company) if, at the time of such Termination the Participant is eligible for retirement as defined in the Award Agreement or otherwise.**

"*Shares*" **means shares of Common Stock.**

"*Stock Appreciation Right*" **or** "*SAR*" **means the right, denominated in Shares, to receive, upon surrender of the right, in whole or in part, an amount (payable in cash, Shares, or a combination, as determined by the Administrator) for each Share that does not exceed the excess of the Fair Market Value of the Share on the date of exercise over the Fair Market Value of the Share on the date of grant, subject to any other limitations and restrictions (required by law or otherwise) as the Plan and the Administrator shall impose.**

"*Subsidiary*" **means a subsidiary of the Company that meets the definition of a "subsidiary corporation" in Section 424(f) of the Code.**

"*Termination*" **means a Termination of Directorship or Termination of Employment, as applicable.**

"*Termination of Directorship*" **means, for a Non-Management Director, except as otherwise provided in the Plan or an Award Agreement, the date the Non-Management Director ceases to be a director of the Company; provided, however, that if a Non-Management Director becomes an Eligible Employee upon the termination of his or her directorship, his or her ceasing to be a director of the Company shall not be treated as a Termination of Directorship unless and until the Participant has a Termination of Employment.**

"*Termination of Employment*" **means, for an Eligible Employee, except as otherwise provided in the Plan or an Award Agreement, the date of the Eligible Employee's "separation from service" (within the meaning of Section 409A(a)(2)(A)(i) of the Code) with Interpublic and all of its Subsidiaries and Affiliates. For purposes of the Plan: (a) an Eligible Employee who is on a bona fide leave of absence and does not have a statutory or contractual right to reemployment shall be deemed to have had a "separation for service" on the first date that is more than six months after the commencement of such leave of absence; provided, however, that if the leave of absence is due to a medically determinable physical or mental impairment that can be expected to last for a continuous period of six months or more, and such impairment causes the Eligible Employee to be unable to perform the duties of his or her position of employment or any substantially similar position of employment, such six-month period shall be extended to 29 months; and (b) a sale of assets by the Company, a Subsidiary, or an Affiliate to an unrelated buyer that results in the Eligible Employee working for the buyer or one of its affiliates shall be treated as a "separation from service" unless otherwise provided in writing and permitted by Treas. Reg. § 1.409A-1(h)(4).**

"*Vesting Date*" **means, for an Award, the scheduled date of vesting, as specified in the Award Agreement.**

Section 3. Administration.

(a) *Administrator*. The Plan shall be administered by the Administrator.

(b) *Administrator Powers*. The Administrator shall have and may exercise all of the powers granted to it by the provisions of the Plan. Subject to the express provisions and limitations of the Plan, the Administrator may adopt such rules, regulations, and procedures as it deems advisable for the conduct of its affairs. The Administrator shall have full authority to direct the proper officers of the Company to issue or transfer Shares pursuant to the issuance or exercise of an Award under the Plan.

(c) *Administrator Action*. The decisions of the Administrator shall be final and binding unless otherwise determined by the Board. Each member of the Administrator and each member of the Board shall be without liability, to the fullest extent permitted by law, for any action taken or determination made in good faith in connection with the Plan.

(d) *Awards*. Subject to the provisions of the Plan, the Administrator is authorized to grant the following Awards to Eligible Employees and Non-Management Directors:

(1) Options and SARs,
(2) Restricted Stock,
(3) Restricted Stock Units,
(4) Performance Shares,
(5) Performance Units,
(6) Other Stock-Based Awards,
(7) Performance Cash,
(8) Dividend Equivalents, and
(9) Shares in Lieu of Cash.

(e) *Minimum Vesting*. No more than 5% of the aggregate number of Shares available for issuance under the Plan may be covered by Awards that specify a vesting date for any portion of an award before the first anniversary of the date of grant; provided that (1) this requirement shall not restrict vesting as described in Section 10 (Termination) or 11(e) (Change of Control) hereof and (2) for Awards granted to Non-Management Directors in conjunction with an annual meeting of the Company's shareholders, the one-year requirement shall be deemed satisfied if the vesting date is on or after the next annual meeting of the Company's shareholders, so long as such next meeting is at least 50 weeks after the grant date.

(f) *Participants*. Subject to the provisions of the Plan, the Administrator is authorized to designate the Eligible Employees and Non-Management Directors who shall receive Awards and to determine the nature and size of each Award.

(g) *Correction of Defects, Omissions, and Inconsistencies*. The Administrator may correct any defect, remedy any omission, or reconcile any inconsistency in the Plan or any Award in the manner and to the extent it deems desirable to carry out the intent of the Plan and such Award.

(h) *Delegation*. If the Administrator deems it advisable, the Administrator may delegate its authority under this Section 3 or any other provision of the Plan to one or more of its members or to one or more persons other than its members to the extent permitted by applicable law, except that no such delegation shall be permitted with respect to the participation in the Plan of persons who are subject to Section 16 of the Exchange Act or with respect to Awards to Non-Management Directors. Any person to whom the Administrator delegates its authority under this Section 3 may receive Awards only if the Awards are granted directly by the Administrator without delegation. To the extent that the Administrator has delegated authority pursuant to this Section 3(h), references in the Plan to the Administrator shall be deemed to include the Administrator's designee.

Section 4. Shares Available for Awards.

(a) Total Shares Available. Subject to the provisions of subsections (b) through (f) of this Section 4, the total number of Shares available for grant to Participants under the Plan on or after the Effective Date shall be:

(1) 27,000,000 Shares, plus

(2) the following Shares previously subject to Awards granted under a Prior Plan but not issued: (A) Shares that, as of the Effective Date, are subject to outstanding Awards, to the extent such Shares are forfeited or otherwise not issued due to Termination, (B) Shares underlying Options and SARs that expire; (C) Shares that, as of the Effective Date, are subject to outstanding Full Value Awards that were accounted for in Shares but are settled in cash; (D) Shares that are surrendered or withheld from Share-settled Full-Value Awards to satisfy withholding of taxes; and (E) Shares that, as of the Effective Date, are subject to outstanding performance share awards, to the extent that the target number of

Shares under the award exceeds the number of shares actually issued pursuant to the award.

Each Share underlying an Option, SAR, Restricted Stock, Performance Share, RSU or similar Award shall count as one share of Common Stock. No further Awards shall be granted pursuant to any Prior Plan, but Shares issued to settle Awards granted under a Prior Plan that were accounted for in Shares shall not count toward the Shares authorized for grant under this Plan.

(b) *Aggregate Limitation on ISOs.* Subject to the adjustment provisions in Section 4(e) (Adjustment for Corporate Transactions) hereof, ISOs may be granted with respect to no more than 2,700,000 Shares in any Plan Year and no more than 27,000,000 Shares in the aggregate.

(c) *Individual Limitation of Awards.* Subject to the adjustment provisions in Section 4(e) (Adjustment for Corporate Transactions) hereof, the following limitations shall apply to Awards under the Plan:

(1) No individual Eligible Employee shall be granted, in any Plan Year, Options and/or SARs with respect to more than 2,000,000 Shares in the aggregate;

(2) No individual Eligible Employee shall be granted, in any Plan Year, grants of Restricted Stock and/or Restricted Stock Units with respect to more than 2,000,000 Shares in the aggregate;

(3) No individual Eligible Employee shall be granted, in any Plan Year, Performance Shares, Performance Units, or Other Stock-Based Awards that provide for more than 2,000,000 Shares in the aggregate; and

(4) No individual Eligible Employee shall be granted, in any Plan Year, Performance Cash in an amount of more than $10,000,000.

(5) No individual Non-Management Director shall be granted, in any Plan Year, Awards that, taken together with the Non-Management Director's cash compensation for services rendered to the Company during the Plan Year, have a value on the date of grant that exceeds $1,000,000.

For purposes of the individual limits set forth in this Section 4(c), any Awards that are canceled shall continue to count against the individual share and cash limits.

(d) *Shares Available for Issuance.*

(1) Except as provided in paragraph (3) below, with respect to Options and SARs, the number of Shares covered by an Award shall count against the limitations prescribed by subsections (a) and (b), above, on the number of Shares available for award under the Plan only to the extent that such Shares are actually issued.

(2) If (A) an Award that was granted on or after the Effective Date is forfeited or otherwise terminates or is canceled without the delivery of Shares, or (B) on or after the Effective Date, Shares are surrendered or withheld from any Share-settled Full Value Award granted under the Plan or a Prior Plan to satisfy withholding of taxes, then the Shares covered by such forfeited, terminated or canceled Award, and the Shares surrendered, withheld or tendered from Full Value Awards, shall again become available to be delivered pursuant to Awards granted under this Plan.

(3) With respect to each Option and SAR, the number of Shares counted against the number of Shares available for award under the Plan shall equal

the full number of Shares with respect to which the Award is exercised, before reduction for a SAR's grant price, shares tendered or withheld to pay the Option exercise price, or shares tendered or withheld to satisfy tax withholding.

(4) The Shares issued under the Plan may be authorized and unissued Shares or treasury Shares.

(e) *Adjustment for Corporate Events*. The Administrator shall (in order to preserve, or to prevent enlargement of, the benefits or potential benefits available under the Plan), in such manner as the Administrator deems equitable, adjust —

(1) in the event of a Corporate Transaction,

(i) the number and kind of shares that thereafter may be made the subject of Awards;

(ii) the number and kinds of shares that are subject to outstanding Awards, and

(iii) the grant, exercise, or conversion price with respect to any of the foregoing; and

(2) in the event of a Corporate Event that renders, in the sole determination of the Administrator, the value or performance measures of any outstanding Awards to be inappropriate, the Performance Criteria and Performance Objectives of any outstanding Awards.

Any shares received as a result of a Corporate Event affecting Restricted Stock shall have the same status, be subject to the same restrictions, and bear the same legend as the Restricted Stock with respect to which the shares were issued. Additionally, the Administrator may make provisions for a cash payment to a Participant or other person holding an outstanding Award. However, the number of Shares subject to any Award shall always be a whole number.

(f) *Acquisitions.* Unless required by law or regulation, no Shares underlying an Award granted in assumption of, or in substitution for, an outstanding award previously granted by a company acquired by the Company, a Subsidiary, or an Affiliate or with which the Company, a Subsidiary, or an Affiliate combines, shall count against the Shares available for Awards under the Plan.

Section 5. Stock Options and SARs.

(a) *Grant.* The Administrator is authorized to grant Incentive Stock Options, Nonstatutory Stock Options, and SARs to Participants; provided that Incentive Stock Options may be granted only to Eligible Employees who are employees of the Company or one of its Subsidiaries at the time of grant. The Administrator shall not grant "reload" Options (*i.e.*, Options that are automatically granted to an optionee when the optionee uses Shares to pay the exercise price, or to satisfy withholding tax obligations associated with the exercise, of previously granted Options) or any Option or SAR that is not structured to be exempt from the requirements of Section 409A of the Code.

(b) *Exercise Price and Grant Price.* The Administrator shall establish the exercise price for each Option and the grant price for each SAR at the time the Option or SAR is granted. Neither the exercise price nor the grant price shall be less than 100% of the Fair Market Value of the Shares subject to the Option or SAR on the date of grant. Except as described in Section 4(e) (Adjustment for Corporate Transactions) hereof, the Administrator may not (1) reprice Options or SARs or (2) exchange Options or SARs for cash, stock or other consideration, in each case without the approval of the Company's shareholders.

(c) *Exercise*. Each Option and SAR shall be exercised at such times and subject to such terms and conditions as the Administrator may specify in the Award Agreement or thereafter. The Administrator may impose such conditions on the exercise of Options and SARs as it determines to be appropriate, including conditions relating to the application of federal or state securities laws. No Shares shall be delivered pursuant to any exercise of an Option unless arrangements satisfactory to the Administrator have been made to assure full payment of the exercise price therefor. Without limiting the generality of the foregoing, payment of the exercise price of an Option may be made (i) in cash, (ii) if and to the extent permitted by the Administrator, by withholding Shares ("net exercise") or exchanging Shares owned without restriction, or the ownership of which is attested to, by the optionee, or (iii) by a combination of the foregoing. The combined value of all cash and the fair market value of any Shares tendered to the Company, valued as of the date of such tender, shall be equal to (or greater than) the aggregate exercise price. The Administrator may not authorize a loan to an optionee to assist the optionee in making payment of the exercise price under an Option or in meeting the optionee's tax obligations associated with the exercise of an Option.

(d) *Term*. An Option or SAR shall be exercisable for a term determined by the Administrator, which shall not be longer than ten years from the date on which the Option or SAR is granted.

(e) *Termination*. An Option or SAR shall be exercisable following a Participant's Termination only to the extent the Award is vested and not expired (in each case, taking into account the provisions of and Sections 10 (Termination) and 11(e) (Change of Control) hereof). Except as otherwise set forth in the Award Agreement, and subject to Sections 10 and 11(e), and the requirements of any Incentive Stock Option, the exercise period following Termination shall end no later than the earlier of the date the Option or SAR otherwise expires or the following time:

(1) If the Participant is a Non-Management Director, three years after the Participant's Termination.

(2) If (A) as of the Participant's Termination, the Participant is age 55 or older and has completed 10 or more years of service with the Company and its Subsidiaries and Affiliates, and (B) the Participant's Termination is not due to Cause or the Participant's death or Disability, three years after the Participant's Termination.

(3) If the Participant's Termination is due to the Participant's death (and the Participant is not a Non-Management Director), one year after the Participant's death.

(4) If the Participant's Termination is due to the Participant's Disability (and the Participant is not a Non-Management Director), one year after the Participant's Termination.

(5) If the Participant's Termination is not due to Cause and not described in paragraph (1), (2), (3), or (4), above, three months after the Participant's Termination.

(6) If the Participant's Termination is for Cause, the Option or SAR shall be canceled immediately upon the Participant's Termination and shall not be exercisable thereafter.

(f) *Special Rules for Incentive Stock Options ("ISOs")*. ISOs shall be subject to the requirements of Section 422 of the Code. In accordance with Section 422, an ISO shall not be granted to an individual who, immediately before the time the Option is granted, owns Shares possessing more than 10 percent of the total combined voting power of all classes of stock of the Company, unless the Award Agreement for such ISO provides that (i) the exercise price is no less than 110% of the fair market value of the Shares on the grant date (determined in accordance with Treas. Reg. § 1.422-2(f)(1)), and (ii) the Option expires no later than the fifth anniversary of the grant date.

Section 6. Restricted Stock and Restricted Stock Units.

(a) *Grant.* Subject to the limits set forth in the Plan, the Administrator is authorized to determine the number of Shares of Restricted Stock and the number of Restricted Stock Units to be granted to a Participant, and the other terms and conditions applicable to such Restricted Stock and Restricted Stock Units, including the conditions for vesting of such Awards.

(b) *Performance-Based Grants.* The Administrator is authorized to make the grant and/or the vesting of Awards of Restricted Stock and Restricted Stock Units contingent on the achievement of Performance Objectives specified by the Administrator. If such Performance Objectives are not satisfied, the Award shall not be granted or become vested, as the case may be. Partial achievement of such Performance Objectives may result in the grant or vesting of a portion of the Award corresponding to the degree of achievement.

(a) *Rights of Participant.* A Participant to whom Shares of Restricted Stock have been granted shall have absolute ownership of such Shares, including the right to vote the same and to receive dividends thereon, subject to the terms, conditions, and restrictions described in the Plan and in the Award Agreement; provided that no Participant shall be entitled to the payment of any dividends until the restrictions applicable to such Shares of Restricted Stock has lapsed. A Participant to whom Restricted Stock Units have been granted shall have no ownership interest in the Shares to which such Restricted Stock Units relate until and unless settlement with respect to such Restricted Stock Units is actually made in Shares.

(b) *Restrictions.* Until the restrictions applicable to Restricted Stock shall lapse, the Restricted Stock shall not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of. Subject to Sections 10 (Termination) and 11(e) (Change of Control) hereof, the restrictions set forth in this Section 6(d) shall remain in effect until the end of the Restricted Period.

(c) Termination. Except as otherwise set forth in the Award Agreement, and subject to Sections 10 (Termination) and 11(e) (Change of Control) hereof, if a Participant's Termination for any reason occurs before the restrictions applicable to Restricted Stock lapse, or before an Award of Restricted Stock Units becomes fully vested:

(1) Such Restricted Stock shall be forfeited, all rights with respect to such Restricted Stock shall immediately terminate without any payment of consideration by the Company, and all Shares of such Restricted Stock, if any, that had been delivered to, or held in custody for, the Participant shall be returned to the Company forthwith, accompanied by any instrument of transfer requested by the Company; and

(2) Such unvested Restricted Stock Units shall be immediately forfeited, and all of the rights of the Participant with respect to such Restricted Stock Units shall immediately terminate without any payment of consideration by the Company.

(d) *Settlement of Restricted Stock Units*. Except as otherwise provided in the Award Agreement, and subject to Section 11(m) (Compliance with Legal and Exchange Requirements), (n) (Deferrals), and (o) (Section 409A of the Code) hereof, vested Restricted Stock Units shall be settled on the earlier of (x) a date determined by the Company that is within 90 days after the Participant's death or (y) a date determined by the Company that is during the calendar year in which the Vesting Date occurs.

(e) *Election to Recognize Gross Income from Restricted Stock in Year of Grant.* If a Participant properly elects, within 30 days of the date of grant of Restricted Stock, to include in gross income for federal income tax purposes an amount equal to the fair market value of the Shares awarded on the date of grant, the Participant shall make arrangements satisfactory to the Administrator to pay any taxes required to be withheld with respect to such Shares. If the Participant fails to make the payments, the Company and its Subsidiaries and Affiliates shall, to the extent permitted by law, have the right to deduct from any payments of any kind otherwise due to the Participant any taxes of any kind required by law to be withheld with respect to the Shares.

(f) *Foreign Laws*. Notwithstanding any other provision of the Plan, if Restricted Stock is to be awarded to a Participant who is subject to the laws, including the tax laws, of any country other than the United States, the Administrator may, in its discretion, direct the Company to sell, assign, or otherwise transfer the Restricted Stock to a trust or other entity or arrangement, rather than grant the Restricted Stock directly to the Participant.

Section 7. Performance Shares, Performance Units, and Other Stock-Based Awards.

(a) *Grant.* Subject to the limits set forth in the Plan, the Administrator is authorized to determine the number (or, for Performance Units denominated in cash, the amount) of Performance Shares, Performance Units, and Other Stock-Based Awards to be granted to a Participant and the other terms and conditions of such Awards. The Performance Shares and Performance Units shall become vested upon (and only to the extent of) the achievement of specified Performance Objectives specified by the Administrator, and any other conditions set forth in the Award Agreement. Partial achievement of the objective(s) may result in a payment corresponding to the degree of achievement.

(b) *Payment.* Payment of Performance Shares and Performance Units and Other Stock-Based Awards may be made in cash, Shares, or a combination, as determined by the Administrator. For purposes of calculating the amount of any payment, the Fair Market Value of Shares shall be determined on the Vesting Date. Except as otherwise provided in the Award Agreement, and subject to Section 11(m) (Compliance with Legal and Exchange Requirements), (n) (Deferrals), and (o) (Section 409A of the Code) hereof, Performance Shares and Performance Units shall be paid on the earlier of (1) a date determined by the Company that is within 90 days after the Participant’s death, or (2) a date determined by the Company that is during the calendar year in which the Vesting Date occurs.

(c) Termination. Except as otherwise set forth in the Award Agreement, and subject to Sections 10 (Termination) and 11(e) (Change of Control) hereof, if a Participant’s Termination for any reason occurs before a Performance Share, Performance Unit, or Other Stock-Based Award becomes fully vested, the unvested portion of such Performance Share, Performance Unit, or Other Stock-Based Award shall be immediately forfeited, and all of the rights of the Participant with respect to any such Award shall immediately terminate without any payment of consideration by the Company.

Section 8. Performance Cash.

(a) *Grant.* Subject to the limits set forth in the Plan, the Administrator is authorized to determine the amount of Performance Cash Awards to be granted to a Participant and the other terms and conditions of such Awards. The Performance Cash Awards shall become vested upon (and only to the extent of) the achievement of specified Performance Objectives specified by the Administrator, and any other conditions set forth in the Award Agreement. Partial achievement of the objective(s) may result in a payment corresponding to the degree of achievement.

(b) *Payment.* Payment of Performance Cash Awards may be made in cash, Shares, or a combination, as determined by the Administrator. Any Shares shall be valued in the same manner as described in Section 7(b) (Payment) hereof. Except as otherwise provided in the Award Agreement, and subject to Section 11(m) (Compliance with Legal and Exchange Requirements), (n) (Deferrals), and (o) (Section 409A of the Code) hereof, a Performance Cash Award shall be paid on the earlier of (1) a date determined by the Company that is within 90 days after the Participant’s death, or (2) a date determined by the Company that is during the calendar year in which the Vesting Date occurs.

(c) Termination. Except as otherwise set forth in the Award Agreement, and subject to Sections 10 (Termination) and 11(e) (Change of Control) hereof, if a Participant's Termination for any reason occurs before a Performance Cash Award becomes fully vested, the unvested portion of such Performance Cash Award shall be immediately forfeited, and all of the rights of the Participant with respect to any such Award shall immediately terminate without any payment of consideration by the Company.

Section 9. Dividend Equivalents and Shares in Lieu of Cash.

(a) *Dividend Equivalents.* The Administrator is authorized to grant Dividend Equivalents to Participants having Full Value Awards under which such Participant shall be entitled to receive payments (in cash or Shares, as determined in the discretion of the Administrator) equivalent to the amount of cash or share dividends paid by the Company to holders of Shares with respect to a number of Shares determined by the Administrator. Such Dividend Equivalents shall be subject to the same vesting conditions as the underlying Full Value Awards and, subject to the terms of the Plan, may have additional terms and conditions as the Administrator shall determine. For the avoidance of doubt, Dividend Equivalents shall not be granted in respect of Options or SARs.

(b) *Shares in Lieu of Cash*. The Administrator may grant Awards of Shares in lieu of all or part of any compensation otherwise payable in cash to a Participant by the Company or any Subsidiary or Affiliate. If Shares are issued in lieu of cash, the number of Shares to be issued shall equal the number of whole Shares that have an aggregate Fair Market Value (determined on the date the cash otherwise would have been payable) equal to or less than the amount of such cash.

Section 10. Termination.

(a) *Termination Other than for Cause*. If a Participant incurs a Termination for any reason other than Cause, the Participant shall be vested only in the portion of the Award (if any) in which the Participant is vested immediately before his or her Termination, except (1) an Award Agreement for an Eligible Employee may provide accelerated vesting upon death, disability, Change of Control (subject to Section 11(e)), or Retirement, (2) vesting may continue while the Participant remains on payroll (if authorized under subsection (c) below), and (3) the Administrator shall have discretion to accelerate vesting for Awards to Participants who are not Non-Management Directors under circumstances that it determines to be in the best interest of the Company. The Administrator may determine in its sole discretion to accelerate the vesting of a Non-Management Director's outstanding Awards if the Non-Management Director incurs a Termination due to death or Disability.

(b) *Termination for Cause.* If a Participant incurs a Termination for Cause, all of such Participant's outstanding Awards shall immediately be canceled, except as the Administrator may otherwise provide in the Award Agreement.

(c) *Vesting During Severance Period*. If (and only if) authorized by the Administrator or the Company in accordance with its compensation policies and procedures, a Participant who remains on his or her Employer's payroll after his or her Termination of Employment (*e.g.*, by reason of receiving severance payments) may continue to vest in, and accrue rights under, his or her Awards, as if he or she had continued in employment with such Employer through the date as of which he or she is withdrawn from such Employer's payroll. Neither the Administrator nor the Company shall be required to authorize continued vesting or accrual of rights for any Participant after his or her Termination of Employment, unless otherwise expressly provided by an Award Agreement or other binding agreement involving the Company, a Subsidiary, or an Affiliate; and there is no obligation of uniformity or consistency of treatment of Participants.

Section 11. General Provisions.

(a) *Awards*. Each Award hereunder shall be evidenced in an Award Agreement. The Award Agreement shall be delivered to the Participant (including in electronic form) and shall incorporate the terms of the Plan by reference.

(b) *Amendment of Awards*. Subject to any obligation under the Plan or applicable law or a listing requirement to obtain stockholders' consent, the Administrator may amend the terms of any Award theretofore granted, including the Performance Criteria and Performance Objectives, prospectively or retroactively; provided that no amendment shall substantially impair the rights of a Participant without the Participant's consent. Actions taken by the Administrator in accordance with Section 4(e) (Adjustment for Corporate Events) shall not be deemed to impair the rights of any Participant.

(c) *Withholding*. The Company shall have the right to deduct from all amounts paid to a Participant in cash any taxes required by law to be withheld in respect of Awards under the Plan. In the case of any Award satisfied in Shares, no Shares shall be issued (and restrictions on Restricted Stock shall not be lifted) unless and until arrangements satisfactory to the Company shall have been made to satisfy the withholding tax obligations (if any) applicable with respect to such Award. Without limiting the generality of the foregoing and subject to such terms and conditions as the Administrator may impose, the Company shall have the right to (i) retain Shares or (ii) subject to such terms and conditions as the Administrator may establish from time to time, permit Participants to elect to tender Shares (including Shares issuable in respect of an Award) to satisfy, in whole or in part, the amount required to be withheld; provided that (i) the value of Shares retained or tendered shall not exceed the Participant's tax calculated using the maximum individual tax rate in each relevant jurisdiction at the time of such withholding and (ii) this withholding provision shall not be interpreted or administered in a way that changes the Award's accounting treatment.

(d) *Nontransferability.* No Award shall be assignable or transferable except by will or the laws of descent and distribution, and except to the extent required by law, no right or interest of any Participant shall be subject to any lien, obligation or liability of the Participant; provided, however, that the Administrator shall have discretion to permit (on such terms and conditions as it shall establish) transfer of a Nonstatutory Stock Option to a member of the Participant's immediate family or to a trust, partnership, corporation, or similar vehicle the parties in interest in which are limited to the Participant and members of the Participant's immediate family with respect to whom the exercise of such Option is covered by an effective registration statement under the Securities Act of 1933, as amended (collectively, the "Permitted Transferees"). All rights with respect to Awards granted to a Participant under the Plan shall be exercisable during the Participant's lifetime only by such Participant or, if applicable, the Permitted Transferees. Any transfer of an Award to any Permitted Transferee shall be without consideration.

(e) *Change of Control*. An Award Agreement may specify provisions relating to a Change of Control, including the acceleration of the vesting, delivery and exercisability of, and the lapse of restrictions and deemed satisfaction of Performance Objectives with respect to, the Award, and replacement of a Share-settled Award with a cash-settled Award; provided, however, that vesting, delivery or exercisability of, or the lapse of restrictions on, any outstanding Award shall not be accelerated in connection with a Change of Control unless (i) the Change of Control actually occurs and (ii) the Participant's Employment or service is terminated without Cause, under circumstances described in the Award Agreement, within 24 months following such Change of Control. In connection with a Change of Control, and notwithstanding any contrary provision of an Award Agreement, all Options and SARs may be canceled in exchange for the right (to the extent vested) to receive, at a time determined by the Administrator, a cash payment equal to the excess, if any, of the fair market value of the Share subject to the Option or SAR over the exercise price; for this purpose, fair market value shall be no less than the highest price paid for a share in the Change of Control transaction. For the avoidance of doubt, no payment shall be required to cancel an Option or SAR for which the exercise price exceeds the fair market value of the Share at the time of the Change of Control (*i.e.*, an "under water" option or SAR).

(f) *No Right to Employment or Directorship.* Neither the right to participate in the Plan nor the grant of any Award shall be construed as giving a Participant the right (1) to be retained in the employ of the Company,

any Subsidiary or any Affiliate or (2) to continue to provide services to the Company, any Subsidiary or any Affiliate. The Company and each Subsidiary and Affiliate expressly reserve the right at any time to dismiss a Participant free from any liability, or any claim under the Plan, except as expressly provided in the Plan or in any applicable Award Agreement.

(g) *Other Conditions to Awards*. Unless the Administrator determines otherwise, the Participant's rights in respect of all of his or her outstanding Awards (whether or not vested) may be canceled, withheld, amended or otherwise limited or restricted at any time if the Participant is not in compliance with all applicable provisions of the Plan or Award Agreement, or if the Participant engages in any Prohibited Activity. In addition, each Award granted under the Plan shall be and remain subject to any clawback or recoupment policy as in effect or as may be adopted by the Board (or a committee or subcommittee of the Board), in each case, as may be amended from time to time. No such policy or amendment shall in any event require the prior consent of any Participant or Eligible Employee.

(h) *Nature and Form of Payments*. All grants of Awards and deliveries of Shares, cash or other property under the Plan shall constitute a special discretionary incentive payment to the Participant and shall not be required to be taken into account in computing the amount of salary or compensation of the Participant for the purpose of determining any contributions to or any benefits under any pension, retirement, profit-sharing, bonus, life insurance, severance or other benefit plan of the Company or under any agreement with the Participant, unless the Company specifically provides otherwise in any such plan or agreement.

(i) *No Rights to Awards; No Shareholder Rights.* No Participant or Eligible Employee shall have any claim to be granted any Award under the Plan, and there is no obligation of uniformity or consistency of treatment of Participants and Eligible Employees. Subject to the provisions of the Plan and the Award Agreement, no person shall have any rights as a shareholder with respect to any Shares to be issued under the Plan prior to the issuance thereof.

(j) *Foreign Benefits.* The Administrator may grant Awards to Eligible Employees or Non-Management Directors of the Company and its Subsidiaries and Affiliates who reside in jurisdictions outside the United States. The Administrator may adopt such supplements to the Plan as may be necessary to comply with applicable laws of such jurisdictions and to afford participants favorable treatment under such laws; provided that no Award shall be granted under any such supplement on the basis of terms or conditions that are inconsistent with provisions of the Plan.

(k) *Amendment of Plan.* The Board or the Administrator may amend, suspend, or terminate the Plan or any portion thereof at any time; provided that stockholder approval shall be required if (1) shareholder approval is required by law, regulation, a securities exchange listing requirement, or a provision of the Plan, or (2) the amendment would increase the number of Shares available for Awards under the Plan other than as described in Section 4(e) (Adjustment for Corporate Events) hereof. Without the written consent of an affected Participant, no termination, suspension, or modification of the Plan shall adversely affect any right of such Participant under the terms of an Award granted before the date of such termination, suspension, or modification.

(l) *Application of Proceeds.* The proceeds received by the Company from the sale of Shares under the Plan shall be used for general corporate purposes.

(m) *Compliance with Legal and Exchange Requirements.* The Plan, the grant and exercise of Awards thereunder, and the other obligations of the Company under the Plan, shall be subject to all applicable federal and state laws, rules, and regulations, and to such approvals by any regulatory or governmental agency as may be required. The Company, in its discretion, may postpone the grant and exercise of Awards, the issuance or delivery of Shares under any Award or any other action permitted under the Plan to permit the Company, with reasonable diligence, to complete such stock exchange listing or registration or qualification of Shares or other required action under any federal or state law, rule, or regulation and may require any Participant to make such representations and furnish such information as it may consider appropriate in connection with the issuance or delivery of Shares in compliance with applicable laws, rules, and regulations. The Company shall not be obligated by virtue of any provision of the Plan to recognize the exercise of any Award or otherwise to sell or issue Shares in violation of any such laws, rules, or regulations; and any postponement of the exercise or settlement of any Award under this provision shall not extend the term of such Awards, and neither the Company nor its directors or officers shall have any obligation or liability to the Participant with respect to any Award (or stock issuable thereunder) that shall lapse because of such postponement.

(n) *Deferrals*. Subject to the Administrator's reasonable efforts to comply with the requirements of Section 409A of the Code, the Administrator may:

(1) Postpone the exercise of Awards, the issuance or delivery of Shares, the payment of cash under any Award, or any action permitted under the Plan to prevent the Company or any of its Subsidiaries or Affiliates from being denied an income tax benefit with respect to any Award, and/or

(2) Establish rules under which a Participant may elect to postpone receipt of Shares or cash under any Award.

(o) *Section 409A of the Code*.

(1) The Plan shall be operated, administered, and interpreted consistently with the intent to comply with (or to be exempt from) the requirements of Section 409A of the Code. If the Administrator or the Company determines that any provision of the Plan is or might be inconsistent with the restrictions imposed by Section 409A of the Code, the Plan shall be automatically amended (without further action) to the extent that the Administrator or the Company determines is necessary to bring it into compliance with the requirements of Section 409A of the Code. No provision of the Plan or any Award Agreement shall be interpreted or construed to transfer any liability for a failure to comply with the requirements of Section 409A of the Code from a Participant or other individual to the Company, any Subsidiary, any Affiliate, the Administrator, or any other entity or individual affiliated with the Company, the Subsidiaries, and the Affiliates.

(2) For any Participant who, as of the date on which his or her Termination of Employment occurs, is a "specified employee" (within the meaning of Section 409A(2)(B)(i) of the Code, as determined by Interpublic in accordance with Treas. Reg. § 1.409A-1(i)), the payment date for any Award that is subject to Section 409A and for which the payment trigger is the Participant's Termination of Employment shall be no earlier than the Participant's Delayed Start Date. For purposes of the Plan, the Participant's Delayed Start Date shall be the earlier of (i) the Company's first pay date for the seventh calendar month that starts after the Participant's Termination of Employment or (y) a date determined by Interpublic that is within 90 days after the Participant's death.

(p) *Severability of Provisions.* If any provision of the Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and the Plan shall be construed and enforced as if such provision had not been included.

(q) *Incapacity.* Any benefit payable to or for the benefit of a minor, an incompetent person, or other person incapable of receipting therefor shall be deemed paid when paid to such person's guardian or to the party providing or reasonably appearing to provide for the care of such person, and such payment shall fully discharge any liability or obligation of the Administrator, the Board, the Company, and all other parties with respect thereto.

(r) *Rules of Construction.* Whenever used in the Plan, words in the masculine gender shall be deemed to refer to females as well as to males; words in the singular shall be deemed to refer also to the plural; the word "include" shall mean "including but not limited to"; and references to a statute, statutory provision, or regulation shall be construed as if they referred also to that provision (or to a successor provision of similar import) as currently in effect, as amended, or as reenacted, and to agency guidance of general applicability issued thereunder.

(s) *Headings and Captions*. The headings and captions in this Plan document are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

(t) *Applicable Law.* The validity, construction, interpretation, administration, and effect of the Plan and of its rules and regulations, and rights relating to the Plan, shall be determined solely in accordance with the laws of the State of New York, without regard to any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the Plan to the substantive law of another jurisdiction.

(u) *Effective Date.* The Plan shall become effective on the date the Plan is approved by the Company's shareholders. No Awards may be granted under the Plan after the annual meeting of the Company's shareholders in 2029; provided that any Awards granted before such annual meeting shall continue in effect thereafter in accordance with the terms of the Awards and the Plan. Upon shareholder approval of the Plan, no awards shall be made under a Prior Plan.

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: April 24, 2024

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: April 24, 2024

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 March 31, 2024, 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: April 24, 2024

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

Dated: April 24, 2024