



## EMPLOYEE STOCK PURCHASE PLAN ENROLLMENT FORM

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### Personal Information (Please Print)

For your permanent home address, please enter the street address of the location you consider your permanent and primary residence. This is the address in the country where you claim to be a resident for purposes of that country's income tax. If you do not have a tax residence in any country, provide the address at which you normally reside. Do not enter a post office box number, temporary mailing address or an office address. NOTE: this must be the same address that is on file with your payroll department.

Employee Name:

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Last

First

Middle

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Social Security Number or Assigned Account Number

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Permanent Home Address

City

State/Province

Country

ZIP/Postal Code

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Employer Name and Work Location

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### Contribution Amount:

1. I authorize my employer to deduct \_\_\_\_\_% from my paycheck each pay period for transmittal to Computershare. I understand that Computershare will use these funds to purchase shares of the company common stock and will allocate full and fractional shares to my account under the Omnicom Group Employee Share Purchase Plan ("ESPP"). I also understand that this deduction authorization shall become effective as soon as possible and may be discontinued at any time.
2. I authorize my employer to supply Computershare with the information necessary to administer my account and to effect share purchases.
3. I make this authorization and appointment with the understanding that I may terminate it at any time by written notice to the company in accordance with the procedures set forth in the ESPP plan description.

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Your Signature

Date

PLEASE RETURN TO YOUR HUMAN RESOURCE DEPARTMENT

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OFFICE USE ONLY: Effective Date: \_\_\_\_\_ Processed By: \_\_\_\_\_ Date: \_\_\_\_\_

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## COMPUTERSHARE TERMS AND CONDITIONS

I understand that *unless other Terms and Conditions are specifically made applicable*, the following Terms and Conditions shall govern all transactions in my Employee Stock Purchase Plan ("Plan") account ("Account") with Computershare Trust Co., Inc. ("Computershare").

1. I warrant that I have attained the age of majority in the state or country in which I reside.
2. This agreement, including the Terms and Conditions, shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its choice of law or conflict of laws principles.
3. Commissions, fees, or other charges on any transaction in my Account, or for any service for my Account, will be in accordance with the rates in effect at the time of the transaction or the provision of the service. Transaction fees will be deducted from the total amount of my purchase (not applicable under the Omnicom Group ESPP) or the proceeds of my sale. Computershare may deduct from my Account any such fees, tax reimbursements, or expenses owed to Computershare. If sufficient cash is not available in my Account, Computershare reserves the right to sell any assets in my Account to cover amounts due to Computershare.
4. Computershare will acquire or sell securities as agent for the Plan.
5. On receipt by Computershare or its legal representative of advice of my legal incapacity or death, securities in my Account shall be held pending receipt of proper authorization and instructions.
6. I will have the right to vote full shares and Computershare will solicit instructions concerning the voting of full shares held in my Plan Account.
7. Orders to purchase securities are subject to certain minimum dollar requirements, which are subject to change. Voluntary contributions to my Plan Account, if permitted by the Plan, may be made by forwarding to Computershare a check or money order with a designation to purchase additional shares of my Plan sponsor's stock. Each acceptable payment, less standard charges, will be applied to the purchase of full shares and/or a fractional interest.
8. Payments for a Payroll Deduction Plan will periodically be made through payroll deductions by my employer. Each such payment may be commingled with other participants' funds and additional funds, if any, forwarded by my employer to purchase shares and fractional interest in shares. If shares for the Plan are purchased in the open market, they may be purchased over a period of time, and the weighted average price of shares purchased shall be the price per share allocable to me. If shares are purchased directly from my employer, the Plan Document will state the investment date and purchase price formula to be used.
9. A statement of all activity in my Plan Account, including numbers of shares purchased or sold, the price per share, the transaction date, stock splits, dividends paid, and the total number of shares in my Account will be sent to me at least once each calendar year. Confirmation of dividend reinvestments will be contained in this statement. Other statements will be sent as required by law or regulation. Information on dividends paid on the shares held in my Plan Account will be sent to the Internal Revenue Service and to me.
10. Computershare's liability shall be limited to that provided in the Employee Stock Purchase Plan Agreement between Computershare and the Plan sponsor.
11. Computershare shall have the right to amend these Terms and Conditions by modifying or rescinding any of its existing provisions or by adding a new provision. Any such amendment shall be effective as of a date to be established by Computershare.
12. Unless I indicate non-acquiescence in writing, this agreement shall inure to the benefit of the successors of Computershare by merger, consolidation, or otherwise, and its assigns, and Computershare is authorized to transfer my Plan Account to any such successors and assigns.
13. Computershare shall not accept nor act on any instructions to sell securities sent by me via facsimile.
14. Computershare may combine orders to sell securities with all other such orders received on a daily basis from other participants. Orders are generally executed on the first business day following Computershare's acceptance of my order or as soon as practicable thereafter in accordance with procedures Computershare may announce from time to time.

### Privacy Notice

With respect to our customers, Computershare does not share nonpublic personal information with any non-affiliated third-party as necessary to process a transaction, service your account or as permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless permitted by law or other governmental process. We strive to restrict access to your personal information to those employees that need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information.

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