

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934
FOR THE QUARTERLY PERIOD ENDED JUNE 30, 2011

Commission File Number: 1-10551

OMNICOM GROUP INC.

(Exact name of registrant as specified in its charter)

New York
(State or other jurisdiction of incorporation or organization)

13-1514814
(IRS Employer Identification No.)

437 Madison Avenue, New York, New York
(Address of principal executive offices)

10022
(Zip Code)

Registrant's telephone number, including area code: (212) 415-3600

Not Applicable
(Former name, former address and former fiscal year, if changed since last report)

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 and posted on its corporate web site, if any, every interactive data file required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

YES NO

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

Large accelerated filer Accelerated filer
Non-accelerated filer Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

YES NO

As of July 15, 2011, 279,473,000 shares of Omnicom Common Stock, \$0.15 par value, were outstanding.

OMNICOM GROUP INC. AND SUBSIDIARIES
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[Forward-Looking Statements](#)

Certain of the statements in this Quarterly Report on Form 10-Q constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. In addition, from time to time, we or our representatives have made or may make forward-looking statements, orally or in writing. These statements relate to future events or future financial performance and involve known and unknown risks and other factors that may cause our actual or our industry’s results, levels of activity or achievement to be materially different from those expressed or implied by any forward-looking statements. These risks and uncertainties, including those that are described in our 2010 Annual Report on Form 10-K under Item 1A - Risk Factors and Item 7 - Management’s Discussion and Analysis of Financial Condition and Results of Operations, include, but are not limited to, our future financial position and results of operations, future global economic conditions and conditions in the credit markets, losses on media purchases and production costs incurred on behalf of clients, reductions in client spending and/or a slowdown in client payments, competitive factors, changes in client communication requirements, managing conflicts of interest, the hiring and retention of personnel, maintaining a highly skilled workforce, our ability to attract new clients and retain existing clients, reliance on information technology systems, changes in government regulations impacting our advertising and marketing strategies, risks associated with assumptions we make in connection with our critical accounting estimates and legal proceedings, and our international operations, which are subject to the risks of currency fluctuations and foreign exchange controls. In some cases, forward-looking statements can be identified by terminology such as “may,” “will,” “could,” “would,” “should,” “expect,” “plan,” “anticipate,” “intend,” “believe,” “estimate,” “predict,” “potential” or “continue” or the negative of those terms or other comparable terminology. These statements are our present expectations. Actual events or results may differ. We undertake no obligation to update or revise any forward-looking statement, except as required by law.

PART I. FINANCIAL INFORMATION

Item 1. FINANCIAL STATEMENTS

OMNICOM GROUP INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(Dollars in millions)

	<u>June 30, 2011</u>	<u>December 31, 2010</u>
	<u>(Unaudited)</u>	
<u>ASSETS</u>		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 986.3	\$ 2,288.7
Short-term investments, at cost	17.0	11.3
Accounts receivable, net of allowance for doubtful accounts of \$43.1 and \$46.7	5,981.0	5,977.2
Work in process	782.4	707.6
Other current assets	1,267.7	1,209.3
Total Current Assets	9,034.4	10,194.1
PROPERTY, PLANT AND EQUIPMENT		
at cost, less accumulated depreciation of \$1,227.8 and \$1,168.3	663.4	653.3
INVESTMENTS IN AFFILIATES	209.6	299.1
GOODWILL	8,502.4	7,809.1
INTANGIBLE ASSETS, net of accumulated amortization of \$396.5 and \$354.8	442.7	278.2
DEFERRED TAX ASSETS	—	14.2
OTHER ASSETS	304.2	318.1
TOTAL ASSETS	\$ 19,156.7	\$ 19,566.1
<u>LIABILITIES AND EQUITY</u>		
CURRENT LIABILITIES:		
Accounts payable	\$ 7,155.6	\$ 7,726.9
Customer advances	1,233.9	1,187.1
Current portion of debt	1.8	1.4
Short-term borrowings	63.9	50.2
Taxes payable	138.7	176.3
Other current liabilities	1,760.9	1,881.2
Total Current Liabilities	10,354.8	11,023.1
LONG-TERM NOTES PAYABLE	2,488.0	2,465.1
CONVERTIBLE DEBT	659.4	659.5
LONG-TERM LIABILITIES	594.2	576.5
LONG-TERM DEFERRED TAX LIABILITIES	824.4	747.7
COMMITMENTS AND CONTINGENT LIABILITIES (SEE NOTE 12)		
TEMPORARY EQUITY - REDEEMABLE NONCONTROLLING INTERESTS	209.1	201.1
EQUITY:		
Shareholders' Equity:		
Preferred stock	—	—
Common stock	59.6	59.6
Additional paid-in capital	1,185.9	1,271.9
Retained earnings	7,388.4	7,052.5
Accumulated other comprehensive income (loss)	73.9	(106.4)
Treasury stock, at cost	(5,153.5)	(4,697.1)
Total Shareholders' Equity	3,554.3	3,580.5
Noncontrolling interests	472.5	312.6
Total Equity	4,026.8	3,893.1
TOTAL LIABILITIES AND EQUITY	\$ 19,156.7	\$ 19,566.1

The accompanying notes to the condensed consolidated financial statements are an integral part of these statements.

OMNICOM GROUP INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(Dollars in millions, except per share data)
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2011	2010	2011	2010
REVENUE	\$ 3,487.4	\$ 3,041.2	\$ 6,638.8	\$ 5,961.2
OPERATING EXPENSES	2,999.3	2,625.8	5,828.5	5,254.8
OPERATING INCOME	488.1	415.4	810.3	706.4
INTEREST EXPENSE	36.9	29.9	78.8	59.7
INTEREST INCOME	9.3	6.2	18.9	11.9
INCOME BEFORE INCOME TAXES AND INCOME FROM EQUITY METHOD INVESTMENTS	460.5	391.7	750.4	658.6
INCOME TAX EXPENSE	158.1	133.2	231.9	223.9
INCOME FROM EQUITY METHOD INVESTMENTS	4.8	10.3	5.9	15.0
NET INCOME	307.2	268.8	524.4	449.7
LESS: NET INCOME ATTRIBUTED TO NONCONTROLLING INTERESTS	32.1	25.5	47.4	43.0
NET INCOME - OMNICOM GROUP INC	\$ 275.1	\$ 243.3	\$ 477.0	\$ 406.7
NET INCOME PER COMMON SHARE - OMNICOM GROUP INC.:				
Basic	\$ 0.98	\$ 0.80	\$ 1.68	\$ 1.32
Diluted	\$ 0.96	\$ 0.79	\$ 1.65	\$ 1.30
DIVIDENDS DECLARED PER COMMON SHARE	\$ 0.25	\$ 0.20	\$ 0.50	\$ 0.40

The accompanying notes to the condensed consolidated financial statements are an integral part of these statements.

OMNICOM GROUP INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Dollars in millions)
(Unaudited)

	Six Months Ended June 30,	
	2011	2010
Cash Flows from Operating Activities:		
Net income	\$ 524.4	\$ 449.7
Adjustments to reconcile net income to net cash used in operating activities:		
Depreciation	90.0	90.5
Amortization of intangible assets	43.9	32.7
Income from equity method investments, net of dividends received	1.6	(6.7)
Remeasurement gain, equity interest in acquiree	(123.4)	—
Provision for doubtful accounts	1.7	(0.7)
Share-based compensation	32.9	35.0
Excess tax benefit from share-based compensation	(20.5)	(15.0)
Change in operating capital	(813.2)	(756.1)
Net Cash Used in Operating Activities	(262.6)	(170.6)
Cash Flows from Investing Activities:		
Payments to acquire property, plant and equipment	(81.1)	(63.1)
Payments to acquire businesses and interests in affiliates, net of cash acquired	(261.7)	(76.4)
Payments to acquire investments	(11.4)	(2.6)
Proceeds from sales of investments	12.2	1.6
Net Cash Used in Investing Activities	(342.0)	(140.5)
Cash Flows from Financing Activities:		
Proceeds from short-term debt	10.1	22.1
Repayments of convertible debt	(0.1)	(67.7)
Payments of dividends	(129.2)	(108.4)
Payments for repurchase of common stock	(665.6)	(565.5)
Proceeds from stock plans	87.8	94.0
Payments for acquisition of additional noncontrolling interests	(15.7)	(14.7)
Payments of dividends to noncontrolling interest shareholders	(50.1)	(46.2)
Excess tax benefit on share-based compensation	20.5	15.0
Other, net	(11.8)	0.3
Net Cash Used in Financing Activities	(754.1)	(671.1)
Effect of exchange rate changes on cash and cash equivalents	56.3	(71.1)
Net Decrease in Cash and Cash Equivalents	(1,302.4)	(1,053.3)
Cash and Cash Equivalents at the Beginning of the Period	2,288.7	1,587.0
Cash and Cash Equivalents at the End of the Period	\$ 986.3	\$ 533.7

The accompanying notes to the condensed consolidated financial statements are an integral part of these statements.

OMNICOM GROUP INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. Presentation of Financial Statements

The terms “Omnicom,” “we,” “our” and “us” each refer to Omnicom Group Inc. and our subsidiaries, unless the context indicates otherwise. The accompanying unaudited condensed consolidated financial statements were prepared in accordance with Article 10 of Regulation S-X of the Securities and Exchange Commission (“SEC”). Accordingly, certain information and footnote disclosure required in financial statements prepared in accordance with generally accepted accounting principles in the United States of America (“U.S. GAAP” or “GAAP”) have been condensed or omitted pursuant to this regulation.

In our opinion, the accompanying unaudited condensed financial statements reflect all adjustments, consisting of normally recurring accruals, considered necessary for a fair presentation, in all material respects, of the information contained herein. Results of operations for the interim periods are not necessarily indicative of results that may be expected for the year. These unaudited condensed financial statements should be read in conjunction with our Annual Report on Form 10-K for the year ended December 31, 2010 (“2010 Form 10-K”).

2. New Accounting Standards

On January 1, 2011, we adopted Accounting Standards Update (“ASU”) 2010-28, Intangibles - Goodwill and Other (Topic 350): When to Perform Step 2 of the Goodwill Impairment Test for Reporting Units with Zero or Negative Carrying Amounts (“ASU 2010-28”). ASU 2010-28 provides that an entity with reporting units that have carrying amounts that are zero or less than zero is required to assess the likelihood of the reporting units’ goodwill impairment as part of the annual goodwill impairment test. The adoption of ASU 2010-28 did not have a significant impact on our annual impairment test or on our results of operations and financial position.

In June 2011, the FASB issued Accounting Standards Update No. 2011-05, Comprehensive Income (Topic 220): Presentation of Comprehensive Income (“ASU 2011-05”) Under ASU 2011-05, an entity will have the option to present comprehensive income on the income statement or as a separate financial statement. ASU 2011-05 is effective January 1, 2012 and requires retrospective adoption. ASU 2011-05 affects financial statement presentation only and has no effect on results of operations or financial position.

3. Net Income per Common Share

Net income per common share - Omnicom Group Inc. is based on the weighted average number of common shares outstanding during the periods. Diluted net income per common share - Omnicom Group Inc. is based on the weighted average number of common shares outstanding, plus, if dilutive, common share equivalents that include outstanding stock options and restricted shares.

Net income per common share is calculated using the two-class method, which is an earnings allocation method for computing net income per common share when an entity’s capital structure includes common stock and participating securities. The application of the two-class method is required because our unvested restricted stock awards receive non-forfeitable dividends at the same rate as our common stock and therefore are considered participating securities. Under the two-class method, basic and diluted net income per common share is reduced for a presumed hypothetical distribution of earnings to holders of our unvested restricted stock.

The computations of basic and diluted net income per common share - Omnicom Group Inc. for the three and six months ended June 30, 2011 and 2010 were (in millions, except per share amounts):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2011	2010	2011	2010
Net Income Available for Common Shares:				
Net income - Omnicom Group Inc	\$ 275.1	\$ 243.3	\$ 477.0	\$ 406.7
Net income allocated to participating securities	(2.9)	(2.2)	(4.9)	(4.0)
Net Income available for common shares	\$ 272.2	\$ 241.1	\$ 472.1	\$ 402.7
Weighted Average Shares:				
Basic	278.7	302.3	281.2	304.3
Dilutive stock options and restricted shares	5.0	4.7	4.9	4.4
Diluted	283.7	307.0	286.1	308.7
Anti-dilutive stock options and restricted shares	0.3	11.5	0.3	11.5
Net Income per Common Share - Omnicom Group Inc.:				
Basic	\$ 0.98	\$ 0.80	\$ 1.68	\$ 1.32
Diluted	0.96	0.79	1.65	1.30

4. Comprehensive Income

Comprehensive income and its components for the three and six months ended June 30, 2011 and 2010 were (dollars in millions):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2011	2010	2011	2010
Net income	\$ 307.2	\$ 268.8	\$ 524.4	\$ 449.7
Foreign currency transaction and translation adjustments, net of income taxes of \$32.4 and \$(69.7) for the three months and \$98.3 and \$(149.8) for the six months ended June 30, 2011 and 2010, respectively	63.0	(129.5)	190.7	(278.3)
Defined benefit plans adjustment, net of income taxes of \$0.6 and \$0.5 for the three months and \$1.2 and \$1.1 for the six months ended June 30, 2011 and 2010, respectively	0.9	0.7	1.8	1.6
Comprehensive income	371.1	140.0	716.9	173.0
Less: Comprehensive income attributed to noncontrolling interests	36.8	22.1	59.6	37.2
Comprehensive income - Omnicom Group Inc	\$ 334.3	\$ 117.9	\$ 657.3	\$ 135.8

5. Debt

Lines of Credit

We maintain a credit facility with a consortium of banks, providing borrowing capacity of up to \$2.0 billion. This facility expires on December 9, 2013. We have the ability to classify borrowings under this facility as long-term. Our credit facility provides support for up to \$1.5 billion of commercial paper issuances, as well as back-up liquidity in the event that any of our convertible notes are put back to us. At June 30, 2011, we had no commercial paper issuances or borrowings outstanding under this facility.

At June 30, 2011 and December 31, 2010, we had various uncommitted lines of credit aggregating \$744.7 million and \$610.4 million, respectively.

Our available lines of credit, none of which were used at June 30, 2011 and December 31, 2010 were (dollars in millions):

	2011	2010
Credit facility	\$ 2,000.0	\$ 2,000.0
Uncommitted lines of credit	744.7	610.4
Available and unused lines of credit	\$ 2,744.7	\$ 2,610.4

Short-Term Borrowings

Short-term borrowings of \$63.9 million at June 30, 2011 are primarily comprised of bank overdrafts and credit lines of our international subsidiaries. The bank overdrafts and credit lines are treated as unsecured loans pursuant to the bank agreements supporting the facilities.

Long-Term Notes Payable

Long-term notes payable at June 30, 2011 and December 31, 2010 were (dollars in millions):

	2011	2010
5.90% Senior Notes due April 15, 2016	\$ 1,000.0	\$ 1,000.0
6.25% Senior Notes due July 15, 2019	500.0	500.0
4.45% Senior Notes due August 15, 2020	1,000.0	1,000.0
Other notes and loans	2.1	1.5
	2,502.1	2,501.5
Unamortized discount on Senior Notes	(8.1)	(8.7)
Fair value hedge adjustment on Senior Notes due 2016	(4.2)	(26.3)
	2,489.8	2,466.5
Less current portion	1.8	1.4
Long-term notes payable	\$ 2,488.0	\$ 2,465.1

In 2010, we entered into a series of interest rate swap agreements to hedge the risk of changes in fair value of the \$1 billion aggregate principal amount of our 5.90% Senior Notes due April 15, 2016 (“2016 Notes”) attributable to changes in the benchmark interest rate. Under the terms of these agreements, we will receive fixed interest rate payments and will make variable interest rate payments on the total principal amount of the 2016 Notes. These agreements effectively convert the 2016 Notes from fixed rate debt to floating rate debt from the inception of the swaps through the maturity of the 2016 Notes. The swaps qualify as a hedge for accounting purposes at inception and at June 30, 2011 and are designated as a fair value hedge on the 2016 Notes. The variable interest rate we pay is based on the one-month and three-month U.S. LIBOR rate, flat. The fixed rate we receive is 1.766%. The swaps mature on April 15, 2016, the same day as the 2016 Notes. The swaps are recorded in our balance sheet at fair value and the change in the fair value of the swaps and the change in the fair value of the 2016 Notes (the hedged item) are recorded in earnings as an adjustment to interest expense. We will continue to evaluate these arrangements for hedge accounting treatment. At June 30, 2011 and December 31, 2010, we recorded a liability of \$6.5 million and \$24.2 million, respectively, representing the fair value of the swaps, and we recorded a decrease in the carrying value of the 2016 Notes of \$4.2 million and \$26.3 million, respectively, reflecting the change in fair value of the 2016 Notes from the inception of the fair value hedge. The net change in fair value of the swap and the carrying value of the 2016 Notes and any hedge ineffectiveness was not material to our results of operations.

Convertible Debt

Convertible debt at June 30, 2011 and December 31, 2010 was (dollars in millions):

	2011	2010
Convertible Notes - due February 7, 2031	\$ —	\$ 0.1
Convertible Notes - due July 31, 2032	252.7	252.7
Convertible Notes - due June 15, 2033	0.1	0.1
Convertible Notes - due July 1, 2038	406.6	406.6
	<hr/>	<hr/>
	659.4	659.5
Less current portion	—	—
	<hr/>	<hr/>
Convertible debt	\$ 659.4	\$ 659.5
	<hr/>	<hr/>

The next date on which holders of our 2032 Notes can put their notes back to us for cash is August 1, 2011. The next date on which holders of our 2038 Notes can put their notes back to us for cash is June 17, 2013.

6. Segment Reporting

Our wholly and partially owned agencies operate within the advertising, marketing and corporate communications services industry. These agencies are organized into agency networks, virtual client networks, regional reporting units and operating groups. Consistent with our fundamental business strategy, our agencies serve similar clients, in similar industries and, in many cases, the same clients across a variety of geographic regions. In addition, our agency networks have similar economic characteristics and similar long-term operating margins, as the main economic components of each agency are employee compensation and related costs and direct service costs associated with providing professional services and office and general costs which include rent and occupancy costs, technology costs and other overhead expenses.

Therefore, given these similarities, we aggregate our operating segments, which are our five agency networks, into one reporting segment.

A summary of our revenue and long-lived assets and goodwill by geographic area as of June 30, 2011 and 2010 is presented below (dollars in millions):

	<u>Americas</u>	<u>EMEA</u>	<u>Asia / Australia</u>
2011			
Revenue - three months ended	\$ 2,011.8	\$ 1,144.2	\$ 331.4
Revenue - six months ended	3,881.8	2,150.8	606.2
Long-lived Assets and Goodwill	5,984.5	2,707.5	473.8
2010			
Revenue - three months ended	\$ 1,833.5	\$ 989.1	\$ 218.6
Revenue - six months ended	3,604.8	1,936.1	420.3
Long-lived Assets and Goodwill	5,675.0	2,306.3	118.1

The Americas is composed of the United States, Canada and Latin American countries. EMEA is composed of various Euro currency countries, the United Kingdom, the Middle-East and Africa and other European countries that have not adopted the European Union Monetary standard. Asia/Australia is composed of China, India, Japan, Korea, Singapore, Australia and other Asian countries.

7. Pension and Other Postemployment Benefits

Defined Benefit Pension Plans

The components of net periodic benefit cost for the six months ended June 30, 2011 and 2010 were (dollars in millions):

	<u>2011</u>	<u>2010</u>
Service cost	\$ 2.3	\$ 2.1
Interest cost	2.5	2.6
Expected return on plan assets	(1.2)	(1.3)
Amortization of prior service cost	1.5	1.3
Amortization of actuarial (gains) losses	0.3	0.2
Curtailments and settlements	—	1.3
	<u>\$ 5.4</u>	<u>\$ 6.2</u>

We contributed approximately \$1.2 million and \$0.7 million to our defined benefit plans for the six months ended June 30, 2011 and 2010, respectively.

Postemployment Arrangements

The components of net periodic benefit cost for the six months ended June 30, 2011 and 2010 were (dollars in millions):

	<u>2011</u>	<u>2010</u>
Service cost	\$ 1.9	\$ 0.9
Interest cost	2.4	1.9
Expected return on plan assets	N/A	N/A
Amortization of prior service cost	1.1	0.3
Amortization of actuarial (gains) losses	0.3	0.5
	<u>\$ 5.7</u>	<u>\$ 3.6</u>

8. Acquisition of Controlling Interest in Equity Method Investment

Effective February 1, 2011, we acquired a controlling interest in the Clemenger Group, our affiliate in Australia and New Zealand, increasing our equity ownership from 46.7% to 73.7%. In connection with this transaction as required by FASB Accounting Standards Codification Topic 805 - Business Combinations, in the first quarter of 2011 we recorded a non-cash gain of \$123.4 million resulting from the remeasurement of the carrying value of our equity interest to the acquisition date fair value. The difference between the fair value of our shares at the acquisition date and the carrying value of our investment held prior to the acquisition resulted in the remeasurement gain.

9. Repositioning Actions and Supplemental Data

Repositioning Actions

In connection with a continuing review of our businesses focused on enhancing our strategic position, improving our operations and rebalancing our workforce, in the first quarter of 2011, we recorded \$131.3 million of charges related to repositioning actions for severance, real estate lease terminations and asset and goodwill write-offs related to disposals and other costs.

A summary of our repositioning actions for the six months ended June 30, 2011 is (dollars in millions):

Severance	\$ 92.8
Real estate lease terminations	15.3
Asset and goodwill write-offs related to disposals and other costs	23.2
	<u>\$ 131.3</u>

At June 30, 2011, the liability for severance related to our repositioning actions, net of payments through June 30, 2011 of \$66.1 million, was \$26.7 million. We expect that substantially all of the remaining balance will be paid prior to the end of 2011. Substantially all payments related to real estate lease terminations were made as of June 30, 2011. The remaining \$23.2 million is primarily comprised of non-cash charges.

Salary and Service Costs and Office and General Expenses

The components of operating expenses for the three months and six months ended June 30, 2011 and 2010 were (dollars in millions):

	Three Months Ended June 30		Six Months Ended June 30	
	2011	2010	2011	2010
Salary and service costs	\$ 2,472.8	\$ 2,153.4	\$ 4,891.1	\$ 4,315.8
Office and general expenses	526.5	472.4	937.4	939.0
Operating expenses	\$ 2,999.3	\$ 2,625.8	\$ 5,828.5	\$ 5,254.8

The impact of the repositioning actions and the remeasurement gain, which were recorded in the first quarter of 2011 as described in Notes 8 and 9, on operating expenses for the six months ended June 30, 2011 was (dollars in millions):

	Increase (Decrease)	
	Repositioning Actions	Remeasurement Gain
Salary and service costs	\$ 92.8	
Office and general expenses	38.5	\$ (123.4)
	\$ 131.3	\$ (123.4)

Cash Flow

Supplemental cash flow data for the six months ended June 30, 2011 and 2010 were (dollars in millions):

	2011	2010
Decrease in accounts receivable	\$ 299.5	\$ 168.8
Increase in work in progress and other current assets	(115.9)	(255.2)
Decrease in accounts payable	(813.0)	(498.5)
Decrease in customer advances and other current liabilities	(418.1)	(213.0)
Increase in severance liability related to repositioning actions	26.7	—
Change in other assets and liabilities, net	207.6	41.8
Change in operating capital	\$ (813.2)	\$ (756.1)
Income taxes paid	\$ 168.5	\$ 179.2
Interest paid	72.9	77.8

10. Income Taxes

Income tax expense for the six months ended June 30, 2011 reflects a number of items that were recorded in the first quarter of 2011. These items include a \$39.5 million tax benefit related to charges incurred in connection with our repositioning actions, a provision of \$2.8 million related to the remeasurement gain and a provision of \$9.0 million for an accrual for agreed upon adjustments to income tax returns that were under examination in the first quarter of 2011.

The tax benefit on the repositioning actions was calculated based on the jurisdictions where the charges were incurred and reflects the likelihood that we will be unable to obtain a tax benefit for all charges incurred. The remeasurement gain resulting from the acquisition of the controlling interest in Clemenger created a difference between the book basis and tax basis of our investment. Because this basis difference is not expected to reverse, no deferred taxes were provided and the tax provision recorded represents the incremental U.S. tax on acquired historical unremitted earnings. The \$9.0 million accrual resulted from adjustments to U.S. income tax returns for calendar years 2005, 2006 and 2007, for which the examinations were effectively settled in the second quarter of 2011.

At June 30, 2011, our unrecognized tax benefits were \$163.8 million. Of this amount, approximately \$64.7 million would affect our effective tax rate upon resolution of the uncertain tax positions.

11. Intangible Assets

Intangible assets at June 30, 2011 and December 31, 2010 were (dollars in millions):

	2011			2010		
	Gross Carrying Value	Accumulated Amortization	Net Carrying Value	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
Intangible assets subject to impairment tests:						
Goodwill	\$ 9,098.4	\$ 596.0	\$ 8,502.4	\$ 8,386.7	\$ 577.6	\$ 7,809.1
Other identifiable intangible assets subject to amortization:						
Purchased and internally developed software	\$ 262.4	\$ 210.5	\$ 51.9	\$ 260.5	\$ 205.3	\$ 55.2
Customer related and other	576.8	186.0	390.8	372.5	149.5	223.0
	<u>\$ 839.2</u>	<u>\$ 396.5</u>	<u>\$ 442.7</u>	<u>\$ 633.0</u>	<u>\$ 354.8</u>	<u>\$ 278.2</u>

We review the carrying value of goodwill for impairment at least annually at the end of the second quarter or whenever events or circumstances indicate that the carrying value may not be recoverable. Based on the results of our annual review, we concluded that our goodwill was not impaired at June 30, 2011 and 2010, because the fair value of each of our reporting units was substantially in excess of their book values.

Changes in goodwill for the six months ended June 30, 2011 and 2010 were (dollars in millions):

	2011	2010
Balance January 1	\$ 7,809.1	\$ 7,641.2
Acquisitions	538.4	97.7
Dispositions	(6.1)	(0.8)
Foreign currency translation	161.0	(267.2)
Balance June 30	\$ 8,502.4	\$ 7,470.9

There were no goodwill impairment losses recorded in the first six months of 2011 or 2010 and there are no accumulated goodwill impairment losses. Goodwill related to acquisitions completed during 2011 included \$115.8 million related to goodwill associated with noncontrolling interests. Reductions in goodwill resulting from our repositioning actions are included in dispositions for the six months ended June 30, 2011.

12. Commitments and Contingent Liabilities

We are involved from time to time in various legal proceedings in the ordinary course of business. We do not presently expect that these proceedings will have a material adverse effect on our financial position or results of operations.

13. Fair Value

Financial assets and liabilities that are measured at fair value on a recurring basis at June 30, 2011 and December 31, 2010 were (dollars in millions):

June 30, 2011	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Assets:				
Cash and cash equivalents	\$ 986.3			\$ 986.3
Short-term investments	17.0			17.0
Forward foreign exchange contracts		\$ 5.9		5.9
Available-for-sale securities	3.7			3.7
Liabilities:				
Interest rate swaps		\$ 6.5		\$ 6.5

At June 30, 2011, forward foreign exchange contracts are included in other current assets, available-for-sale securities are included in other assets and interest rate swaps are included in long-term liabilities in our unaudited condensed consolidated balance sheet.

December 31, 2010	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Assets:				
Cash and cash equivalents	\$ 2,288.7			\$ 2,288.7
Short-term investments	11.3			11.3
Forward foreign exchange contracts		\$ 7.2		7.2
Available-for-sale securities	3.4			3.4
Liabilities:				
Interest rate swaps		\$ 24.2		\$ 24.2

At December 31, 2010, forward foreign exchange contracts are included in other current assets, available-for-sale securities are included in other assets and interest rate swaps are included in long-term liabilities in our consolidated balance sheet.

The carrying amounts and fair values of our financial instruments at June 30, 2011 and December 31, 2010 were (dollars in millions):

	<u>2011</u>		<u>2010</u>	
	<u>Carrying Amount</u>	<u>Fair Value</u>	<u>Carrying Amount</u>	<u>Fair Value</u>
Assets:				
Cash and cash equivalents	\$ 986.3	\$ 986.3	\$ 2,288.7	\$ 2,288.7
Short-term investments	17.0	17.0	11.3	11.3
Forward foreign exchange contracts	5.9	5.9	7.2	7.2
Available-for-sale securities	3.7	3.7	3.4	3.4
Cost method investments	24.4	24.4	24.8	24.8
Liabilities:				
Short-term borrowings	\$ 63.9	\$ 63.9	\$ 50.2	\$ 50.2
Interest rate swaps	6.5	6.5	24.2	24.2
Debt	3,149.2	3,381.7	3,126.0	3,328.0

The following methods and assumptions were used to estimate the fair value of each class of financial instruments for which it is practicable to estimate that value:

Short-term investments

Short-term investments primarily consist of time deposits with financial institutions that we expect to convert into cash in our current operating cycle, generally within one year. Short-term investments are carried at cost, which approximates fair value.

Available-for-sale securities

Available-for-sale securities are carried at quoted market prices.

Forward foreign exchange contracts

The estimated fair values of derivative positions in forward foreign exchange contracts are based on quotations received from third party banks and represent the net amount required to terminate the positions, taking into consideration market rates and counterparty credit risk.

Cost method investments

Cost method investments are carried at cost, which approximates or is less than fair value.

Short-term borrowings

Short-term borrowings consist of bank overdrafts and credit lines of our international subsidiaries. Due to the short-term nature of these instruments, carrying value approximates fair value.

Interest rate swaps

Our interest rate swaps are fair value hedges where the fair value is derived from the present value of future cash flows using valuation models that are based on readily observable market data such as interest rates and yield curves, taking into consideration counterparty credit risk.

Debt

Our debt includes fixed rate debt and convertible debt. The fair value of these instruments is based on quoted market prices.

14. Subsequent Events

We have evaluated events subsequent to the balance sheet date and determined there have not been any events that have occurred that would require adjustment to or disclosure in our unaudited condensed consolidated financial statements.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Executive Summary

We are a strategic holding company. We provide professional services to clients through multiple agencies around the world. On a global, pan-regional and local basis, our agencies provide these services in the following disciplines: advertising, customer relationship management ("CRM"), public relations and specialty communications. Our business model was built and continues to evolve around our clients. While our agencies operate under different names and frame their ideas in different disciplines, we organize our services around our clients. The fundamental premise of our business is that our clients' specific requirements should be the central focus in how we deliver our services and allocate our resources. This client-centric business model results in multiple agencies collaborating in formal and informal virtual networks that cut across internal organizational structures to deliver consistent brand messages for a specific client and execute against each of our clients' specific marketing requirements. We continually seek to grow our business with our existing clients by maintaining our client-centric approach, as well as expanding our existing business relationships into new markets and with new clients. In addition, we pursue selective acquisitions of complementary companies with strong entrepreneurial management teams that typically currently serve or have the ability to serve our existing client base.

As one of the world's leading advertising, marketing and corporate communications companies, we operate in all major markets of the global economy. We have a large and diverse client base. Our largest client represented 3.0% of our revenue for the six months ended June 30, 2011 and no other client accounted for more than 2.2% of our revenue. Our top 100 clients accounted for approximately 50.5% of our revenue for the six months ended June 30, 2011. Our business is spread across a significant number of industry sectors with no one industry comprising more than 15% of our revenue for the six months ended June 30, 2011. Although our revenue is generally balanced between the United States and international markets and we have a large and diverse client base, we are not immune to general economic downturns.

In the first six months of 2011, our revenue increased 11.4% compared to the first six months of 2010. The increase reflects an improvement in business conditions in our industry over 2010, strong operating performance by our agencies, as well as positive impact from foreign currency translation. Revenue increased across all our disciplines and geographic areas driven by continuing economic recovery in most of the developed markets we operate in and continued growth in the emerging markets in Asia and Latin America. In the first six months of 2011, we experienced a small loss of revenue related to the events in Japan and the turmoil in the Middle East. For the last twelve months, revenue from Japan and the Middle East represents approximately 1.5% and 1.1% of our revenue, respectively.

We will continue to closely monitor economic conditions, client spending and other factors and in response, take actions available to us to improve our cost structure and manage working capital. In the current environment, there can be no assurance as to the effects on us of future economic conditions, client spending patterns, client creditworthiness and other developments and whether and to what extent our efforts to respond to them will be effective.

Certain business trends have had a positive impact on our business and industry. These trends include our clients increasingly expanding the focus of their brand strategies from national markets to pan-regional and global markets and integrating traditional and non-traditional marketing channels, as well as utilizing new communications technologies and emerging digital platforms. Additionally, in an effort to gain greater efficiency and effectiveness from their total marketing budgets, clients are increasingly requiring greater coordination of marketing activities and concentrating these activities with a smaller number of service providers. We believe these trends have benefitted our business in the past and over the medium and long term will continue to provide a competitive advantage to us.

For the remainder of 2011, barring unforeseen events and excluding foreign exchange impacts, we expect our revenue to increase modestly in excess of average nominal GDP growth for 2011 in the major markets where we do business as a result of increases in client spending and new business activities. We expect to continue to identify acquisition opportunities that will build on the core capabilities of our strategic business platforms, expand our operations in the emerging markets and enhance our capabilities to leverage new technologies.

Effective February 1, 2011, we acquired a controlling interest in the Clemenger Group, our affiliate in Australia and New Zealand increasing our equity ownership from 46.7% to 73.7%. In connection with this transaction, we recorded a non-cash gain of \$123.4 million in the first quarter of 2011 resulting from the remeasurement of the carrying value of our equity interest to the acquisition date fair value. We believe that this acquisition will help us to further develop our combined businesses throughout the Asia Pacific region and further enhance our global capabilities.

We have an objective of improving margins to 2007 levels by the end of 2012. In connection with achieving this goal, we continue to review our businesses focused on enhancing our strategic position, improving our operations and rebalancing our workforce. As part of this process, we are evaluating our agencies to identify non-core and underperforming businesses that need to be repositioned or considered for disposal. Annual revenue for 2010 from dispositions that were completed in 2011 was approximately \$130 million. However, on an annual basis, we expect that revenue from the acquisitions completed through June 30, 2011 will more than offset the loss of revenue from dispositions. We are also pursuing numerous operational consolidations to further drive efficiencies in our back office functions. As a result of the actions taken, we incurred charges of \$131.3 million in the first quarter of 2011 for severance, real estate lease terminations and asset and goodwill write-offs related to disposals and other costs.

Given our size and breadth, we manage our business by monitoring several financial indicators. The key indicators that we review focus on revenue and operating expenses.

We analyze revenue growth by reviewing the components and mix of the growth, including growth by major geographic location, growth by major marketing discipline, growth from currency fluctuations, growth from acquisitions and growth from our largest clients. In recent years, our revenue has been divided almost evenly between domestic and international operations. For the quarter ended June 30, 2011, our revenue increased 14.7% compared to the quarter ended June 30, 2010, of which 7.2% was organic growth, 5.5% was related to changes in

foreign exchange rates and 2.0% was related to acquisitions, net of dispositions. Across our geographic markets revenue increased 7.8 % in the United States, 16.8% in the United Kingdom, 12.4% in our Euro markets and 36.4% in our other markets, primarily Asia and Latin America. The increase in revenue in the second quarter of 2011 compared to the second quarter of 2010 in our four fundamental disciplines was as follows: advertising 18.5%; CRM 15.1%; public relations 7.1%; and specialty communications 2.8%.

For the six months ended June 30, 2011, our revenue increased 11.4% compared to the six months ended June 30, 2010, of which 6.2% was organic growth, 3.5% was related to changes in foreign exchange rates and 1.7% was related to acquisitions, net of dispositions. Across our geographic markets revenue increased 5.8 % in the United States, 14.6% in the United Kingdom, 6.5% in our Euro markets and 32.1% in our other markets, primarily Asia and Latin America. The increase in revenue in the first six months of 2011 compared to the first six months of 2010 in our four fundamental disciplines was as follows: advertising 13.3%; CRM 12.0%; public relations 5.5%; and specialty communications 5.7%.

We measure operating expenses in two distinct cost categories: salary and service costs, and office and general expenses. Salary and service costs are primarily comprised of employee compensation and related costs and direct service costs. Office and general expenses are primarily comprised of rent and occupancy costs, technology costs, depreciation and amortization and other overhead expenses. Each of our agencies requires service professionals with a skill set that is common across our disciplines. At the core of this skill set is the ability to understand a client's brand and its selling proposition, and the ability to develop a unique message to communicate the value of the brand to the client's target audience. The facility requirements of our agencies are also similar across geographic regions and disciplines, and their technology requirements are generally limited to personal computers, servers and off-the-shelf software. Because we are a service business, we monitor salary and service costs and office and general costs in relation to revenue.

Salary and service costs tend to fluctuate in conjunction with changes in revenue. Salary and service costs increased 14.8% in the second quarter of 2011 compared to the second quarter of 2010. Salary and service costs increased 13.3% in the first six months of 2011 compared to the first six months of 2010. This increase includes \$92.8 million of severance charges taken in the first quarter of 2011, associated with our repositioning actions. Excluding the impact of the severance costs associated with our repositioning actions, salary and service costs increased by 11.2% in the first six months of 2011.

Office and general expenses are less directly linked to changes in our revenue than salary and service costs. Office and general expenses increased 11.5% in the second quarter of 2011 compared to the second quarter of 2010. Office and general expenses decreased 0.2% in the first six months of 2011 compared to the first six months of 2010, reflecting a decrease of \$123.4 million related to the non-cash remeasurement gain recorded in the first quarter of 2011 in connection with the acquisition of the controlling interest in the Clemenger Group partially offset by \$38.5 million of charges taken in the first quarter of 2011 related to our repositioning actions. Excluding the impact of the remeasurement gain and the impact of the repositioning actions, office and general expenses increased by 8.9% in the first six months of 2011.

Net income - Omnicom Group Inc. in the second quarter of 2011 increased \$31.8 million, or 13.1%, to \$275.1 million from \$243.3 million in the second quarter of 2010. Net income - Omnicom Group Inc. in the first six months of 2011 increased \$70.3 million, or 17.3% to \$477.0 million from \$406.7 million in the first six months of 2010. The period-over-period increase in net income - Omnicom Group Inc. is due to factors described above. Diluted net income per common share - Omnicom Group Inc. increased 21.5% to \$0.96 in the second quarter of 2011, compared to \$0.79 in the second quarter of 2010 due to the factors described above, as well as the reduction in our weighted average common shares outstanding. Diluted net income per common share - Omnicom Group Inc. increased 26.9% to \$1.65 in the first six months of 2011, compared to \$1.30 in the first six months of 2010 due to the factors described above, as well as the reduction in our weighted average common shares outstanding. This reduction was the result of repurchases of our common stock during the fourth quarter of 2010 through the second quarter of 2011, net of stock option exercises and shares issued under our employee stock purchase plan.

Results of Operations: Second Quarter 2011 Compared to Second Quarter 2010

	(Dollars in millions)	
	2011	2010
Revenue	\$ 3,487.4	\$ 3,041.2
Operating Expenses:		
Salary and service costs	2,472.8	2,153.4
Office and general expenses	526.5	472.4
Total Operating Expenses	2,999.3	2,625.8
Add back: Amortization of intangible assets	23.3	16.4
	2,976.0	2,609.4
Earnings before interest, income taxes and amortization of intangible assets ("EBITA")	511.4	431.8
EBITA Margin - %	14.7%	14.2%
Deduct: Amortization of intangible assets	23.3	16.4
Operating Income	488.1	415.4
Operating Margin - %	14.0%	13.7%
Interest Expense	36.9	29.9
Interest Income	9.3	6.2
Income Before Income Taxes and Income From Equity Method Investments	460.5	391.7
Income Tax Expense	158.1	133.2
Income From Equity Method Investments	4.8	10.3
Net Income	307.2	268.8
Less: Net Income Attributed to Noncontrolling Interests	32.1	25.5
Net Income Omnicom Group Inc	\$ 275.1	\$ 243.3

EBITA, which we define as earnings before interest, income taxes and amortization of intangible assets, and EBITA Margin, which we define as EBITA divided by Revenue, are Non-GAAP measures. We use EBITA and EBITA Margin as additional performance measures which exclude amortization expense of acquired intangible assets. We believe that EBITA and EBITA Margin are useful measures to evaluate the performance of our businesses. Non-GAAP financial measures should not be considered in isolation from or as a substitute for financial information presented in compliance with GAAP. Non-GAAP financial measures reported by us may not be comparable to similarly titled amounts reported by other companies. The table above reconciles EBITA and EBITA Margin to the GAAP financial measure for the periods presented.

Revenue: Revenue for the second quarter of 2011 increased \$446.2 million, or 14.7%, to \$3,487.4 million from \$3,041.2 million in the second quarter of 2010. Organic growth increased revenue by \$218.0 million and foreign exchange impacts increased revenue by \$167.8 million. Acquisitions, net of dispositions, increased revenue by \$60.4 million.

The components of the second quarter of 2011 revenue changes in the United States (“domestic”) and the remainder of the world (“international”) were (dollars in millions):

	Total		Domestic		International	
	\$	%	\$	%	\$	%
Quarter ended June 30, 2010	\$ 3,041.2	—	\$ 1,636.9	—	\$ 1,404.3	—
Components of revenue change:						
Foreign exchange impact	167.8	5.5%	—	—	167.8	11.9%
Acquisitions, net of dispositions	60.4	2.0%	(4.9)	(0.3)%	65.3	4.7%
Organic growth	218.0	7.2%	132.2	8.1%	85.8	6.1%
Quarter ended June 30, 2011	\$ 3,487.4	14.7%	\$ 1,764.2	7.8%	\$ 1,723.2	22.7%

The components and percentages are calculated as follows:

- The foreign exchange impact is calculated by first converting the current period’s local currency revenue using the average exchange rates from the equivalent prior period to arrive at a constant currency revenue (in this case \$3,319.6 million for the Total column in the table). The foreign exchange impact equals the difference between the current period revenue in U.S. dollars and the current period revenue in constant currency (in this case \$3,487.4 million less \$3,319.6 million for the Total column in the table).
- The acquisition component is calculated by aggregating the applicable prior period revenue of the acquired businesses, less revenue of any business included in the prior period reported revenue that was disposed of subsequent to the period.
- Organic growth is calculated by subtracting both the foreign exchange and acquisition revenue components from total revenue growth.
- The percentage change is calculated by dividing the individual component amount by the prior period revenue base of that component (in the case \$3,041.2) million for the Total column in the table).

Revenue for the second quarter of 2011 and the percentage changes from 2010 in our primary geographic markets were (dollars in millions):

	<u>Revenue</u>	<u>% Change</u>
United States	\$ 1,764.2	7.8%
Euro Markets	661.8	12.4%
United Kingdom	304.0	16.8%
Other	757.4	36.4%
	<u>\$ 3,487.4</u>	<u>14.7%</u>

For the second quarter of 2011, foreign exchange impacts increased our revenue by 5.5%, or \$167.8 million, compared to the second quarter of 2010. The most significant impacts resulted from the weakening of the U.S. Dollar against the Australian Dollar, British Pound and the Euro.

Assuming exchange rates at July 15, 2011 remain unchanged, we expect foreign exchange impacts to increase revenue by approximately 3.0% for the full year.

Driven by our clients' continuous demand for more effective and efficient branding activities, we strive to provide an extensive range of advertising, marketing and corporate communications services through various client-centric networks that are organized to meet specific client objectives. These services include advertising, brand consultancy, corporate social responsibility consulting, crisis communications, custom publishing, database management, digital and interactive marketing, direct marketing, entertainment marketing, environmental design, experiential marketing, field marketing, financial/corporate business-to-business advertising, media planning and buying, mobile marketing services, multi-cultural marketing, non-profit marketing, public affairs, public relations, recruitment communications, reputation consulting, retail marketing, search engine marketing, social media marketing, and sports and event marketing. In an effort to monitor the changing needs of our clients and to further expand the scope of our services to key clients, we monitor revenue across a broad range of disciplines and group them into the following four categories as reported below: advertising, CRM, public relations and specialty communications (dollars in millions).

	Three Months Ended June 30,					
	2011		2010		2011 vs 2010	
	\$	% of Revenue	\$	% of Revenue	\$	% Change
Advertising	\$ 1,618.1	46.4%	\$ 1,365.1	44.9%	\$ 253.0	18.5%
CRM	1,249.9	35.9%	1,085.8	35.7%	164.1	15.1%
Public relations	311.7	8.9%	291.1	9.6%	20.6	7.1%
Specialty communications	307.7	8.8%	299.2	9.8%	8.5	2.8%
	<u>\$ 3,487.4</u>		<u>\$ 3,041.2</u>		<u>\$ 446.2</u>	<u>14.7%</u>

Looking ahead to the remainder of the year, barring unforeseen events and excluding foreign exchange impacts, we expect our revenue to increase modestly in excess of average nominal GDP growth as a result of increases in client spending and new business activities.

Operating Expenses: Operating expenses for the second quarter of 2011 compared to operating expenses for the second quarter of 2010 were (dollars in millions):

	Three Months Ended June 30,							
	2011			2010			2011 vs 2010	
	\$	% of Revenue	% of Total Operating Expenses	\$	% of Revenue	% of Total Operating Expenses	\$ Change	% Change
Revenue	\$ 3,487.4			\$ 3,041.2			\$ 446.2	14.7%
Operating Expenses:								
Salary and service costs	2,472.8	70.9%	82.4%	2,153.4	70.8%	82.0%	319.4	14.8%
Office and general expenses	526.5	15.1%	17.6%	472.4	15.5%	18.0%	54.1	11.5%
Total Operating Expenses	2,999.3	86.0%		2,625.8	86.3%		373.5	14.2%
Operating Income	\$ 488.1	14.0%		\$ 415.4	13.7%		\$ 72.7	17.5%

Salary and service costs are primarily comprised of employee compensation and related costs and direct service costs. Salary and service costs tend to fluctuate in conjunction with changes in revenue. Salary and service costs increased 14.8% in the second quarter of 2011 compared to the second quarter of 2010. This increase, consistent with the increase in revenue, reflects increased compensation costs, including freelance labor and incentive compensation, as well as a change in our business mix.

Office and general expenses are primarily comprised of rent and occupancy costs, technology costs, depreciation and amortization and other overhead expenses. Office and general expenses are less directly linked to changes in our revenue than salary and service costs. Office and general expenses increased 11.5% in the second quarter of 2011 compared to the second quarter of 2010. However, office and general expenses, in particular rent expense and depreciation and amortization expense, decreased as a percentage of revenue by 0.4% to 15.1% in the second quarter of 2011 compared to the second quarter of 2010.

As a result of the above changes, operating margins increased to 14.0% in 2011 from 13.7% in 2010 and EBITA margins increased to 14.7% in the second quarter of 2011 from 14.2% in the second quarter of 2010.

Net Interest Expense: Our net interest expense increased to \$27.6 million in the second quarter of 2011, compared to \$23.7 million in the second quarter of 2010. Our gross interest expense increased \$7.0 million to \$36.9 million. This increase in gross interest was primarily due to increased interest resulting from the issuance of our 4.45% Senior Notes due 2020 issued in August 2010, partially offset by a net reduction in interest expense, resulting from the interest rate swaps on our 2016 Notes entered into in August 2010. Gross interest income increased \$3.1 million to \$9.3 million in the second quarter of 2011. This increase was attributable to higher foreign cash balances available for investment and higher investment rates.

Income Taxes: Our effective tax rate for the second quarter of 2011 increased slightly to 34.3%, compared to 34.0% for the second quarter of 2010.

Net Income Per Common Share - Omnicom Group Inc.: For the foregoing reasons, net income - Omnicom Group Inc. in the second quarter of 2011 increased \$31.8 million, or 13.1%, to \$275.1 million, compared to \$243.3 million in the second quarter of 2010. Diluted net income per common share - Omnicom Group Inc. increased 21.5% to \$0.96 in the second quarter of 2011, compared to \$0.79 in the second quarter of 2010 due to the factors described above, as well as the impact of the reduction in our weighted average common shares outstanding. This reduction was the result of repurchases of our common stock during the fourth quarter of 2010 through the second quarter of 2011, net of stock option exercises and shares issued under our employee stock purchase plan.

Results of Operations: First Six Months of 2011 Compared to First Six Months of 2010

	(Dollars in millions)	
	2011	2010
Revenue	\$ 6,638.8	\$ 5,961.2
Operating Expenses:		
Salary and service costs	4,891.1	4,315.8
Office and general expenses	937.4	939.0
Total Operating Expenses	5,828.5	5,254.8
Add back: Amortization of intangible assets	43.9	32.7
	5,784.6	5,222.1
Earnings before interest, income taxes and amortization of intangible assets ("EBITA")	854.2	739.1
EBITA Margin - %	12.9%	12.4%
Deduct: Amortization of intangible assets	43.9	32.7
Operating Income	810.3	706.4
Operating Margin - %	12.2%	11.8%
Interest Expense	78.8	59.7
Interest Income	18.9	11.9
Income Before Income Taxes and Income From Equity Method Investments	750.4	658.6
Income Tax Expense	231.9	223.9
Income From Equity Method Investments	5.9	15.0
Net Income	524.4	449.7
Less: Net Income Attributed to Noncontrolling Interests	47.4	43.0
Net Income Omnicom Group Inc	\$ 477.0	\$ 406.7

EBITA, which we define as earnings before interest, income taxes and amortization of intangible assets, and EBITA Margin, which we define as EBITA divided by Revenue, are Non-GAAP measures. We use EBITA and EBITA Margin as additional performance measures which exclude amortization expense of acquired intangible assets. We believe that EBITA and EBITA Margin are useful measures to evaluate the performance of our businesses. Non-GAAP financial measures should not be considered in isolation from or as a substitute for financial information presented in compliance with GAAP. Non-GAAP financial measures reported by us may not be comparable to similarly titled amounts reported by other companies. The table above reconciles EBITA and EBITA Margin to the GAAP financial measure for the periods presented.

Revenue: Revenue for the first six months of 2011 increased \$677.6 million, or 11.4%, to \$6,638.8 million from \$5,961.2 million in the first six months of 2010. Organic growth increased revenue by \$370.4 million and foreign exchange impacts increased revenue by \$204.9 million. Acquisitions, net of dispositions, increased revenue by \$102.3 million.

The components of the first six months of 2011 revenue changes in the United States (“domestic”) and the remainder of the world (“international”) were (dollars in millions):

	Total		Domestic		International	
	\$	%	\$	%	\$	%
Six months ended June 30, 2010	\$ 5,961.2	—	\$ 3,229.7	—	\$ 2,731.5	—
Components of revenue change:						
Foreign exchange impact	204.9	3.5%	—	—	204.9	7.5%
Acquisitions, net of dispositions	102.3	1.7%	(10.3)	(0.3)%	112.6	4.1%
Organic growth	370.4	6.2%	197.4	6.1%	173.0	6.3%
Six months ended June 30, 2011	\$ 6,638.8	11.4%	\$ 3,416.8	5.8%	\$ 3,222.0	18.0%

The components and percentages are calculated as follows:

- The foreign exchange impact is calculated by first converting the current period’s local currency revenue using the average exchange rates from the equivalent prior period to arrive at a constant currency revenue (in this case \$6,433.9 million for the Total column in the table). The foreign exchange impact equals the difference between the current period revenue in U.S. dollars and the current period revenue in constant currency (in this case \$6,638.8 million less \$6,433.9 million for the Total column in the table).
- The acquisition component is calculated by aggregating the applicable prior period revenue of the acquired businesses, less revenue of any business included in the prior period reported revenue that was disposed of subsequent to the period.
- Organic growth is calculated by subtracting both the foreign exchange and acquisition revenue components from total revenue growth.
- The percentage change is calculated by dividing the individual component amount by the prior period revenue base of that component (in the case \$5,961.2) million for the Total column in the table).

Revenue for the first six months of 2011 and the percentage changes from 2010 in our primary geographic markets were (dollars in millions):

	<u>Revenue</u>	<u>% Change</u>
United States	\$ 3,416.8	5.8%
Euro Markets	1,239.4	6.5%
United Kingdom	584.0	14.6%
Other	1,398.6	32.1%
	<u>\$ 6,638.8</u>	<u>11.4%</u>

For the first six months of 2011, foreign exchange impacts increased our revenue by 3.5%, or \$204.9 million, compared to the first six months of 2010. The most significant impacts resulted from the weakening of the U.S. Dollar against the Australian Dollar, British Pound, and the Euro.

Driven by our clients' continuous demand for more effective and efficient branding activities, we strive to provide an extensive range of advertising, marketing and corporate communications services through various client-centric networks that are organized to meet specific client objectives. These services include advertising, brand consultancy, corporate social responsibility consulting, crisis communications, custom publishing, database management, digital and interactive marketing, direct marketing, entertainment marketing, environmental design, experiential marketing, field marketing, financial/corporate business-to-business advertising, media planning and buying, mobile marketing services, multi-cultural marketing, non-profit marketing, public affairs, public relations, recruitment communications, reputation consulting, retail marketing, search engine marketing, social media marketing, and sports and event marketing. In an effort to monitor the changing needs of our clients and to further expand the scope of our services to key clients, we monitor revenue across a broad range of disciplines and group them into the following four categories as reported below: advertising, CRM, public relations and specialty communications (dollars in millions).

	<u>Six Months Ended June 30,</u>					
	<u>2011</u>		<u>2010</u>		<u>2011 vs 2010</u>	
	<u>\$</u>	<u>% of Revenue</u>	<u>\$</u>	<u>% of Revenue</u>	<u>\$</u>	<u>% Change</u>
Advertising	\$ 3,032.3	45.7%	\$ 2,676.8	44.9%	\$ 355.5	13.3%
CRM	2,412.2	36.3%	2,153.4	36.1%	258.8	12.0%
Public relations	598.1	9.0%	566.7	9.5%	31.4	5.5%
Specialty communications	596.2	9.0%	564.3	9.5%	31.9	5.7%
	<u>\$ 6,638.8</u>		<u>\$ 5,961.2</u>		<u>\$ 677.6</u>	<u>11.4%</u>

Operating Expenses: Operating expenses for the first six months of 2011 compared to operating expenses for the first six months of 2010 were (dollars in millions):

	Six Months Ended June 30,							
	2011			2010			2011 vs 2010	
	\$	% of Revenue	% of Total Operating Expenses	\$	% of Revenue	% of Total Operating Expenses	\$ Change	% Change
Revenue	\$ 6,638.8			\$ 5,961.2			\$ 677.6	11.4%
Operating Expenses:								
Salary and service costs	4,891.1	73.7%	83.9%	4,315.8	72.4%	82.1%	575.3	13.3%
Office and general expenses	937.4	14.1%	16.1%	939.0	15.8%	17.9%	(1.6)	(0.2)%
Total Operating Expenses	5,828.5	87.8%		5,254.8	88.2%		573.7	10.9%
Operating Income	\$ 810.3	12.2%		\$ 706.4	11.8%		\$ 103.9	14.7%

Repositioning Actions and Remeasurement Gain: In the first quarter of 2011, we recorded \$131.3 million of charges related to our repositioning actions. Additionally, we recorded a \$123.4 million remeasurement gain related to the acquisition of the controlling interest in the Clemenger Group in the first quarter of 2011. The impact on operating expenses of these transactions for the six months ended June 30, 2011 was (dollars in millions):

	Increase (Decrease)	
	Repositioning Actions	Remeasurement Gain
Salary and service costs	\$ 92.8	
Office and general expenses	38.5	\$ (123.4)
	\$ 131.3	\$ (123.4)

Operating Expenses: Salary and service costs tend to fluctuate in conjunction with changes in revenue. Salary and service costs increased 13.3% in the first six months of 2011 compared to the first six months of 2010. This increase reflects increased compensation costs, including freelance labor and incentive compensation, and severance charges associated with our repositioning actions. Severance payments of \$66.1 million were made during the first six months of 2011. We expect that substantially all of the remaining balance will be paid prior to the end of 2011. Excluding the \$92.8 million of severance charges, salary and service costs were \$4,798.3 million in the first six months of 2011, an increase of 11.2%.

Office and general expenses are less directly linked to changes in our revenue than salary and service costs. Office and general expenses decreased 0.2% in the first six months of 2011 compared to the first six months of 2010, reflecting a decrease of \$123.4 million related to the non-cash remeasurement gain recorded in connection with the acquisition of the controlling interest in the Clemenger Group in the first quarter of 2011, partially offset by \$38.5 million of charges related to our repositioning actions in the first quarter of 2011. Excluding the net decrease of \$84.9 million related to the remeasurement gain and the charges for our repositioning actions, office and general expenses were \$1,022.3 million in the first six months of 2011, an increase of 8.9%. See Note 9 to our unaudited condensed consolidated financial statements for additional information regarding our repositioning actions.

As a result of the above changes, operating margins increased to 12.2% in 2011 from 11.8% in 2010 and EBITA margins increased to 12.9% in the first six months of 2011 from 12.4% in the first six months of 2010.

Net Interest Expense: Our net interest expense increased to \$59.9 million in the first six months of 2011, compared to \$47.8 million in the first six months of 2010. Our gross interest expense increased \$19.1 million to \$78.8 million. This increase in gross interest was primarily due to increased interest resulting from the issuance of our 4.45% Senior Notes due 2020 issued in August 2010, partially offset by a net reduction in interest expense, resulting from the interest rate swaps on our 2016 Notes entered into in August 2010. Gross interest income increased \$7.0 million to \$18.9 million in the first six months of 2011. This increase was attributable to higher foreign cash balances available for investment and higher investment rates.

Income Taxes: Our effective tax rate for the first six months of 2011 decreased to 30.9%, compared to 34.0% for the first six months of 2010. The decrease in the effective tax rate was caused by the following items recorded in the first quarter of 2011 (dollars in millions):

	Increase (Decrease)	
	Income Before Income Taxes	Income Tax Expense
Repositioning actions	\$ (131.3)	\$ (39.5)
Remeasurement gain	123.4	2.8
Accrual for uncertain tax positions	—	9.0
	\$ (7.9)	\$ (27.7)

The tax benefit on the repositioning actions was calculated based on the jurisdictions where the charges were incurred and reflects the likelihood that we will be unable to obtain a tax benefit for all charges incurred. The remeasurement gain resulting from the acquisition of the controlling interest in Clemenger created a difference between the book basis and tax basis of our investment. Because this basis difference is not expected to reverse, no deferred taxes were provided and the tax provision recorded represents the incremental U.S. tax on acquired historical unremitted earnings. The \$9 million accrual resulted from adjustments to U.S. income tax returns for calendar years 2005, 2006 and 2007, that were agreed upon and recorded in the first quarter of 2011. The examination of these returns was effectively settled in the second quarter of 2011.

Net Income Per Common Share - Omnicom Group Inc.: For the foregoing reasons, net income - Omnicom Group Inc. in the first six months of 2011 increased \$70.3 million, or 17.3%, to \$477.0 million, compared to \$406.7 million in the first six months of 2010. Diluted net income per common share - Omnicom Group Inc. increased 26.9% to \$1.65 in the first six months of 2011, compared to \$1.30 in the first six months of 2010 due to the factors described above, as well as the impact of the reduction in our weighted average common shares outstanding. This reduction was the result of repurchases of our common stock during the fourth quarter of 2010 through the first six months of 2011, net of stock option exercises and shares issued under our employee stock purchase plan.

Critical Accounting Policies

For a more complete understanding of all of our accounting policies, our financial statements and the related management's discussion and analysis of those results, investors are encouraged to consider this information together with our discussion of our critical accounting policies under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our 2010 Form 10-K.

We evaluate goodwill for impairment at least annually at the end of the second quarter of the year. We identified our regional reporting units as components of our operating segments, which are our five agency networks. The regional reporting units of each agency network are responsible for the agencies in their region. They report to the segment managers and facilitate the administrative and logistical requirements of our client-centric strategy for delivering services to clients in their regions. We have concluded that for each of our operating segments, their regional reporting units have similar economic characteristics and should be aggregated for purposes of testing goodwill for impairment at the operating segment level. Our conclusion was based on a detailed analysis of the aggregation criteria set forth in the ASC. Consistent with our fundamental business strategy, the agencies within our regional reporting units serve similar clients in similar industries, and in many cases the same clients. In addition, the agencies within our regional reporting units have similar economic characteristics, as the main economic components of each agency are employee compensation and related costs and direct service costs associated with providing professional services and office and general costs, which include rent and occupancy costs, technology costs that are generally limited to purchased computers, servers and off-the-shelf software and other overhead expenses. Finally, the expected benefits of our acquisitions are typically shared across multiple agencies and regions as they work together to integrate the acquired agency into our client service strategy.

Estimates and Assumptions - Goodwill Impairment Review: We use the following valuation methodologies to determine the fair value of our reporting units: (1) the income approach which utilizes discounted expected future cash flows, (2) comparative market participant multiples for EBITDA (earnings before interest expense, income taxes, depreciation and amortization), and (3) when available, consideration of recent and similar purchase acquisition transactions.

In applying the income approach, we use estimates to derive the expected discounted cash flows ("DCF") for each reporting unit that serves as the basis of our valuation. These estimates and assumptions include revenue growth and operating margin, EBITDA, tax rates, capital expenditures, weighted average cost of capital and related discount rates and expected long-term cash flow growth rates. All of these estimates and assumptions are affected by conditions specific to our businesses, economic conditions related to the industry in which we operate, as well as conditions in the global economy. The assumptions that have the most significant effect on our valuations derived using a DCF methodology are: (1) the expected long-term growth rate of our reporting units' cash flows and (2) the weighted average cost of capital ("WACC").

The range of assumptions used for the long-term growth rate and WACC in our evaluation as of June 30, 2011 and 2010 were:

	June 30,	
	2011	2010
Long-Term Growth Rate	4.0%	4.0%
WACC	10.5% - 11.2%	10.3% - 10.9%

Long-term growth rates represent our estimate of a conservative long-term growth rate for the industry in which we operate and the global economy. The average historical revenue growth rate of our reporting units for the past ten years was approximately 7.6% and the average GDP growth of the countries comprising our major markets that account for substantially all of our revenue (“Average Nominal GDP”) was 4.0% over the same period. We considered this history when determining the long-term growth rates to be used in our annual impairment test at June 30, 2011. We believe marketing expenditures over the long term have a high correlation to GDP. We also believe, based on our historical performance, that our long-term growth rate will exceed Average Nominal GDP growth. For our annual test as of June 30, 2011, we used an estimated long-term growth rate of 4.0% for all of our reporting units.

When performing our annual impairment test as of June 30, 2011 and estimating the future cash flows of all of our reporting units, we also considered the changes in the economic outlook in mid-year 2011. We experienced an increase in our revenue in the first half of 2011 of 6.2%, which excludes growth from acquisitions and foreign exchange movements. We estimated growth rates for the subsequent six years that reflect a reduction from current business conditions.

The risk-adjusted discount rate used in our DCF analysis represents the estimated WACC for each of our reporting units. The WACC is comprised of (1) a risk-free rate of return, (2) a business risk index ascribed to us and to companies in our industry comparable to our reporting units based on a market derived variable that measures the volatility of the share price of equity securities relative to the volatility of the overall equity market, (3) the equity risk premium that is based on the rate of return on equity of publicly traded companies with business characteristics comparable to our reporting units, and (4) the current after-tax market rate of return on debt of companies with business characteristics similar to our reporting units, each weighted by the relative market value percentages of our equity and debt. The slight increase in the WACC used at June 30, 2011 compared to June 30, 2010 was primarily the result of an increase in the long-term U.S. Treasury bond, the risk-free rate of return used.

Sensitivity Analysis and Conclusion - Goodwill Impairment Review: Consistent with our fundamental business strategy, the agencies within our reporting units serve similar clients in similar industries and in many cases the same clients. In addition, the agencies within our reporting units have similar economic characteristics, as the main economic components of each agency are employee compensation and related costs and direct service costs associated with providing professional services, and office and general costs, which include rent and occupancy costs, technology costs and other overhead expenses.

Our reporting units do vary in size with respect to revenue and the amount of debt allocated to them. These differences drive the variations in fair value among our reporting units. In addition, these differences as well as differences in book value, including goodwill, cause the variations in the amount by which fair value exceeds book value among the reporting units. The reporting unit goodwill balances and debt vary by reporting unit primarily because our three legacy agency networks were acquired at the formation of Omnicom and were accounted for as a pooling of interests that did not result in any additional debt or goodwill being recorded. The remaining two agency networks, including Reporting Unit 5, were built through a combination of internal growth and acquisitions that were accounted for as purchase transactions and as a result, they have a relatively higher amount of goodwill and debt.

The decline in the fair value of our reporting units that would need to occur in order to fail step one of our goodwill impairment test (the “Threshold”) is as follows (dollars in millions):

Reporting Units	June 30, 2011		June 30, 2010	
	Goodwill	Threshold	Goodwill	Threshold
1 and 2	\$2,355.2	>65%	\$1,792.6	>60%
3 and 4	\$2,224.4	>85%	\$2,112.6	>70%
5	\$3,922.8	>65%	\$3,565.7	>55%

Based on the analysis described above, we concluded that our goodwill was not impaired as of June 30, 2011, because the fair values of each of our reporting units were substantially in excess of their respective net book values. Notwithstanding our belief that the assumptions we used in our impairment testing for our WACC and long-term growth rate are reasonable, we performed a sensitivity analysis for each of our reporting units. The results of this sensitivity analysis for our annual impairment test as of June 30, 2011 revealed that if our WACC was increased by 1% and/or our long-term growth rate was decreased by 1%, the fair value of each of our reporting units would continue to be substantially in excess of their respective net book values and pass step one of the impairment test.

We plan to continue to perform our impairment test at the end of the second quarter of each year unless certain events or circumstances trigger the need for an interim evaluation for impairment. The estimates we use in testing our goodwill for impairment do not constitute forecasts or projections of future results of operations, but rather are estimates and assumptions based on historical results and assessments of macroeconomic factors affecting our reporting units. We believe that our estimates and assumptions are reasonable, but they are subject to change from period to period. Actual results of operations and other factors will likely differ from the estimates used in our discounted cash flow valuation and it is possible that differences could be material. A change in the estimates we use could result in a decline in the estimated fair value of one or more of our reporting units from the amounts derived as of our latest valuation and could cause us to fail step one of our goodwill impairment test if the estimated fair value for the reporting unit is less than the carrying value of the net assets of the reporting unit, including its goodwill. A large decline in estimated fair value of a reporting unit could result in a non-cash impairment charge and may have an adverse effect on our results of operations and financial position.

New Accounting Standards

See Note 2 to our unaudited condensed consolidated financial statements for additional information.

Liquidity and Capital Resources

Cash Sources and Requirements, Including Contractual Obligations

Historically, the majority of our non-discretionary cash requirements have been funded from operating cash flow, cash on hand and short-term investments. Working capital is our principal non-discretionary funding requirement. In addition, we have contractual obligations related to our senior notes and convertible notes, our recurring business operations, primarily related to lease obligations, as well as certain contingent acquisition obligations related to acquisitions made in prior years.

Our principal discretionary cash requirements include dividend payments to our shareholders, capital expenditures, payments for strategic acquisitions and repurchases of our common stock. Our discretionary spending is funded from operating cash flow, cash on hand and short-term investments. In addition, depending on the level of our discretionary activity, we may use other sources of available funding such as the issuance of commercial paper and borrowing under our credit facility or other long-term borrowings to finance these activities. However, we expect that for the remainder of 2011, we should be able to fund both our discretionary and non-discretionary cash requirements without incurring additional long-term debt.

We have a seasonal cash requirement peaking during the second quarter primarily due to the timing of payments for incentive compensation, income taxes and contingent acquisition obligations. This typically will result in a net borrowing requirement that decreases over the course of the year and at the end of the calendar year we expect to have cash invested. At June 30, 2011, our cash and cash equivalents decreased by \$1,302.4 million from December 31, 2010.

During the first six months of 2011, we used \$262.6 million of cash from operations. Our discretionary spending during the period was comprised primarily of: dividend payments of \$129.2 million; capital expenditures of \$81.1 million; repurchases of our common stock of \$665.6 million; and acquisition payments of \$261.7 million, including contingent acquisition obligations. Our total discretionary spending for the six months ended June 30, 2011 was \$1,137.6 million compared to \$813.4 million for the six months ended June 30, 2010.

For the remainder of 2011, we expect to continue to use our cash flow from operations to pay dividends and make capital expenditures, as well as to fund acquisitions and repurchase our common stock.

Cash Management

We manage our cash and liquidity centrally through our regional treasury centers in North America, Europe and Asia. The regional treasury centers are managed by our wholly-owned finance subsidiaries. Each day, operations with excess funds invest these funds with their regional treasury center. Likewise, operations that require funding borrow funds from their regional treasury center. The treasury centers aggregate the net position which is either invested with or borrowed from third parties. To the extent that our treasury centers require liquidity, they have the ability to access local currency uncommitted lines of credit, our \$2.0 billion credit facility or depending on market conditions at the time, issue up to \$1.5 billion of U.S. Dollar-denominated commercial paper. This process enables us to manage our debt balances more efficiently and utilize our cash more effectively, as well as better manage our risk to foreign exchange changes.

In certain countries where we either do not conduct treasury operations or it is not feasible for one of our treasury centers to fund net borrowing requirements on an intercompany basis, we arrange for uncommitted local credit lines.

Our cash and cash equivalents decreased \$1,302.4 million and our short-term investments increased \$5.7 million from December 31, 2010. Short-term investments principally consist of time deposits with financial institutions that we expect to convert into cash in our current operating cycle, generally within one year.

At June 30, 2011, \$96.1 million of our cash and cash equivalents was held in the United States and the remainder was held internationally, primarily in Canada, the United Kingdom and Hong Kong. The majority of our offshore cash is available to us as a source of funds, net of any tax obligations or assessments.

Unrepatriated cumulative earnings of certain foreign subsidiaries are considered to be invested indefinitely outside the United States. In managing our day-to-day liquidity and our long-term capital structure, we do not rely on the unrepatriated earnings as a source of funds. We have not provided U.S. federal and state income taxes on these undistributed foreign earnings. Determination of the amount of this tax liability is based on the rate differential of the U.S. income taxes in excess of the foreign taxes on any remittances of the undistributed earnings and is not practicable because of the complexities associated with its hypothetical calculation. Changes in U.S. tax rules and regulations covering international operations and foreign tax credits may affect our future reported financial results or the way we conduct our business.

Debt Instruments and Related Covenants

We maintain a credit facility with a consortium of banks providing borrowing capacity of up to \$2.0 billion. This facility expires on December 9, 2013. Our credit facility provides support for up to \$1.5 billion of commercial paper issuances, as well as back-up liquidity in the event any of our convertible notes are put back to us. Depending on market conditions at the time, we typically fund our daily borrowing needs by issuing commercial paper, borrowing under our short-term uncommitted lines of credit or drawing on our credit facility. For the first six months of 2011, there were no borrowings under our credit facility.

At June 30, 2011 there were no commercial paper borrowings outstanding. For the quarter ended June 30, 2011, commercial paper activity was (dollars in millions):

Average amount outstanding during the quarter	\$ 857.3
Maximum amount outstanding during the quarter	1,132.9
Total borrowings during the quarter	7,827.5
Weighted average interest rate	0.35%

At June 30, 2011, we had short-term borrowings of \$63.9 million that were comprised of bank overdrafts and lines of credit of our international subsidiaries. These bank overdrafts and lines of credit are treated as unsecured loans pursuant to the bank agreements supporting the facilities.

Our credit facility contains financial covenants that restrict our ability to incur indebtedness as defined in the agreements. These financial covenants limit the ratio of total consolidated indebtedness to total consolidated EBITDA (under our credit agreements, EBITDA is defined as earnings before interest, taxes, depreciation and amortization) to no more than 3.0 times. We are also required to maintain a minimum ratio of consolidated EBITDA to interest expense of at least 5.0 times. At June 30, 2011, we were in compliance with these covenants, as our ratio of debt to EBITDA was 1.8 times and our ratio of EBITDA to interest expense was 11.9 times. In addition, our credit facility does not limit our ability to declare or pay dividends.

At June 30, 2011, outstanding debt and amounts available under our credit facility were (dollars in millions):

	Debt Outstanding	Available Credit
	<u> </u>	<u> </u>
Short-term borrowings (due in less than one year)	\$ 63.9	\$ —
Commercial paper issued under		
\$2.0 billion credit facility due December 9, 2013	—	2,000.0
5.90% Senior Notes due April 15, 2016	1,000.0	—
6.25% Senior Notes due July 15, 2019	500.0	—
4.45% Senior Notes due August 15, 2020	1,000.0	—
Convertible notes due July 31, 2032	252.7	—
Convertible notes due June 15, 2033	0.1	—
Convertible notes due July 1, 2038	406.6	—
Other debt	2.1	—
Unamortized discount on Senior Notes	(8.1)	—
Fair value hedge adjustment on Senior Notes due 2016	(4.2)	—
	<u> </u>	<u> </u>
	\$ 3,213.1	\$ 2,000.0
	<u> </u>	<u> </u>

Credit Markets and Availability of Credit

We will continue to take actions available to us to respond to changing economic conditions and actively manage our discretionary expenditures. We will continue to monitor and manage the level of credit made available to our clients. We believe that these actions, in addition to the availability of our \$2.0 billion credit facility, are sufficient to fund our near-term working capital needs and our discretionary spending.

In funding our day-to-day liquidity, we have historically been a participant in the commercial paper market. We expect to continue funding our day-to-day liquidity needs through the commercial paper market. However, prior disruptions in the credit markets led to periods of illiquidity in the commercial paper market and higher credit spreads. During these periods of disruption, to mitigate these conditions and to fund our day-to-day liquidity, we used our uncommitted lines of credit and borrowed under our credit facility. We will continue to closely monitor our liquidity and the credit markets. We cannot predict with any certainty the impact on us of any future disruptions in the credit markets.

The next date on which holders of our 2032 Notes can put their notes back to us for cash is August 1, 2011. The next date on which holders of our 2038 Notes can put their notes back to us for cash is June 17, 2013. If our convertible notes are put back to us, based on our current financial condition and expectations, we anticipate having sufficient cash and unused credit commitments to fund any put. Although such borrowings would reduce the amount available under our credit facility to fund our cash requirements, we believe that we have sufficient capacity under these commitments to meet our cash requirements for the normal course of our business operations after any put.

Contractual Obligations and Other Commercial Commitments

Contingent Acquisition Obligations: Certain of our acquisitions are structured with contingent purchase price obligations, often referred to as earn-outs. We utilize contingent purchase price structures in an effort to minimize the risk to us associated with potential future negative changes in the performance of the acquired entity during the post-acquisition transition period. These payments are not contingent upon future employment. At June 30, 2011, the amount of future contingent purchase price payments that we could be required to pay for acquisitions completed prior to January 1, 2009, assuming that the businesses perform over the relevant future periods at their current profit levels, is approximately \$71 million. The ultimate amounts payable cannot be predicted with reasonable certainty because they are dependent on future results of operations of the subject businesses and are subject to changes in foreign currency exchange rates. In accordance with U.S. GAAP, for acquisitions completed prior to January 1, 2009, we have not recorded a liability for these items on our balance sheet since the definitive amount is not determinable or distributable. Actual results can differ from these estimates and the actual amounts that we pay are likely to be different from these estimates. Our obligations change from period to period primarily as a result of payments made during the current period, changes in the acquired entities' performances and changes in foreign currency exchange rates. These differences could be significant. The

contingent purchase price obligations as of June 30, 2011, calculated by assuming that the acquired businesses perform over the relevant future periods at their current profit levels, are as follows (dollars in millions):

Remainder 2011	2012	2013	Total
\$28	\$35	\$8	\$71

Contingent purchase price obligations related to acquisitions completed subsequent to December 31, 2008, are recorded as a liability at fair value in our unaudited condensed consolidated balance sheet. This liability is remeasured at each reporting period and changes in fair value are recorded in our results of operations. At June 30, 2011, this liability totaled approximately \$161 million and is not included in the above amounts.

Credit Risk

We provide marketing and corporate communications services to thousands of clients who operate in nearly every industry sector and in the normal course of business, we grant credit to qualified clients. Due to the diversified nature of our client base, we do not believe that we are exposed to a concentration of credit risk as our largest client accounts for 3.0% and no other client accounted for more than 2.2% of our revenue for the six months ended June 30, 2011. However, during periods of economic downturn, the credit profiles of our clients could change.

In the normal course of business, we often enter into contractual commitments with media providers and agreements with production companies on behalf of our clients at levels that can substantially exceed our revenue in connection with the services we provide. Many of our agencies purchase media for our clients and act as an agent for a disclosed principal. These commitments are included in accounts payable when the media services are delivered by the media providers. While operating practices vary by country, media type and media vendor, in the United States and certain foreign markets, many of our contracts with media providers specify that if our client defaults on its payment obligation, then we are not liable to the media providers under the legal theory of sequential liability until we have been paid for the media by our client. In other countries, we manage our risk in other ways, including evaluating and monitoring our clients' creditworthiness and in many cases, requiring credit insurance or payment in advance. Further, in cases where we are committed to a media purchase and it becomes apparent that a client may be unable to pay for the media, options are potentially available to us in the marketplace, in addition to those cited above to mitigate the potential loss, including negotiating with media providers. In addition, our agencies incur production costs on behalf of clients. We usually act as an agent for a disclosed principal in the procurement of these services. We manage the risk of payment default by the client by having the production companies be subject to sequential liability or requiring at least partial payment in advance. However, the agreements entered into, as well as the production costs incurred are unique to each client. We have not experienced a material loss related to media purchases or production costs incurred on behalf of our clients. However, the risk of a material loss could significantly increase in a severe economic downturn.

ITEM 3. QUANTATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

As a global service business, we operate in multiple foreign currencies and issue debt in the capital markets. In the normal course of business, we are exposed to the impact of interest rate changes and foreign currency fluctuations. We limit these risks through risk management policies and procedures, including the use of derivatives. For interest rate exposure, derivatives are used to manage the related cost of debt. For foreign currency exposure, derivatives are used to better manage the cash flow volatility arising from foreign exchange rate fluctuations.

As a result of using derivative instruments, we are exposed to the risk that counterparties to derivative contracts will fail to meet their contractual obligations. To mitigate the counterparty credit risk, we have a policy of only entering into contracts with carefully selected major financial institutions based on credit ratings and other factors.

Our 2010 Form 10-K provides a detailed discussion of the market risks affecting our operations. No material change has occurred in our market risks since the disclosure contained in our 2010 Form 10-K. See our discussion regarding current economic conditions in Item 2 - Management's Discussion and Analysis of Financial Condition and Results of Operations, in the Executive Summary and Liquidity and Capital Resources sections.

ITEM 4. CONTROLS AND PROCEDURES

We maintain disclosure controls and procedures designed to ensure that information required to be disclosed in our SEC reports is recorded, processed, summarized and reported within applicable time periods. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed in reports that we file or submit under the Securities Exchange Act of 1934, as amended, is accumulated and communicated to management, including our CEO and CFO, as appropriate to allow timely decisions regarding required disclosure. We conducted an evaluation of the effectiveness of our disclosure controls and procedures as of June 30, 2011. Based on that evaluation, our CEO and CFO concluded that, as of June 30, 2011, our disclosure controls and procedures are effective to ensure that decisions can be timely made with respect to required disclosures, as well as ensuring that the recording, processing, summarization and reporting of information required to be included in our Quarterly Report on Form 10-Q for the quarter ended June 30, 2011 are appropriate.

There have not been any changes in our internal control over financial reporting during our most recent fiscal quarter that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

KPMG LLP, an independent registered public accounting firm that audited our consolidated financial statements included in our Annual Report on Form 10-K filed on February 23, 2011, has issued an attestation report on Omnicom's internal control over financial reporting as of December 31, 2010, dated February 23, 2011.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

The information regarding legal proceedings described in Note 12 to the condensed consolidated financial statements set forth in Part I of this Report is incorporated by reference into this Part II, Item 1.

Item 1A. Risk Factors

There have been no material changes to the risk factors disclosed in Item 1A in our 2010 Form 10-K.

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

Common stock repurchases during the three months ended June 30, 2011 were:

Period:	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs
April 2011	2,287,646	\$48.67	—	—
May 2011	2,970,763	48.85	—	—
June 2011	1,654,253	45.74	—	—
Total	6,912,662	\$48.05	—	—

During the three months ended June 30, 2011, 6,632,000 shares of our common stock were purchased in the open market for general corporate purposes and 280,662 shares were withheld from employees to satisfy estimated tax obligations related to stock option exercises and vesting of restricted stock under the terms of our 2007 Incentive Award Plan. The value of the common stock that was withheld was based on the closing price of our common stock on the applicable exercise or vesting date.

We made no unregistered sales of our equity securities during the three months ended June 30, 2011.

Item 6. Exhibits

(a) Exhibits

- 3.1 Certificate of Incorporation of Omnicom Group Inc., as amended and restated on May 24, 2011 (Exhibit 3.1 to our Current Report on Form 8-K (File No. 1-10551) dated May 26, 2011 and incorporated herein by reference).
- 3.2 By-laws of Omnicom Group Inc., as amended and restated on May 24, 2011 (Exhibit 3.2 to our Current Report on Form 8-K (File No. 1-10551) dated May 26, 2011 and incorporated herein by reference).
- 10.1 Form of Grant Notice and Performance Restricted Stock Unit Agreement.
- 31.1 Certification of the Chief Executive Officer and President required by Rule 13a-14(a) under the Securities Exchange Act of 1934, as amended.
- 31.2 Certification of the Executive Vice President and Chief Financial Officer required by Rule 13a-14(a) under the Securities Exchange Act of 1934, as amended.
- 32.1 Certification of the Chief Executive Officer and President required by Rule 13a-14(b) under the Securities Exchange Act of 1934, as amended, and 18 U.S.C. §1350.
- 32.2 Certification of the Executive Vice President and Chief Financial Officer required by Rule 13a-14(b) under the Securities Exchange Act of 1934, as amended, and 18 U.S.C. §1350.
- 101 Interactive Data File.

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.

Dated: July 21, 2011

OMNICOM GROUP INC.

/s/ Randall J. Weisenburger

Randall J. Weisenburger
Executive Vice President
and Chief Financial Officer
(on behalf of Omnicom Group Inc.
and as Principal Financial Officer)

**OMNICOM GROUP INC.
AMENDED AND RESTATED 2007 INCENTIVE AWARD PLAN
PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT**

GRANT NOTICE

Unless otherwise defined herein, the terms defined in the Omnicom Group Inc. Amended and Restated 2007 Incentive Award Plan (as amended, restated or otherwise modified from time to time, the “**Plan**”) shall have the same defined meanings in this Grant Notice (the “**Grant Notice**”) and the Performance Restricted Stock Unit Agreement attached as Exhibit A to this Grant Notice (collectively, the “**Agreement**”).

As payment of the equity portion of your 2010 bonus under the Omnicom Group Inc. Senior Management Incentive Plan, you have been granted Performance Restricted Stock Units (“**PRSUs**”), subject to the terms and conditions of the Plan and this Agreement.

Employee:

Grant Date:

Number of PRSUs:

Vesting Schedule: The PRSUs shall vest in such amounts and at such times as are set forth in Exhibit A (any date on which PRSUs are eligible to vest being referred to herein as a “**Vesting Date**”).

Your signature below, which may be accomplished through electronic means approved by Omnicom, indicates your agreement and understanding that the PRSUs are subject to all of the terms and conditions contained in this Agreement, including the Grant Notice, the Performance Restricted Stock Unit Agreement attached as Exhibit A to this Grant Notice, the Plan and the restrictive covenants set forth in Section 6 of Exhibit A. **ACCORDINGLY, PLEASE BE SURE TO READ ALL OF EXHIBIT A, WHICH CONTAINS THE SPECIFIC TERMS AND CONDITIONS OF THE PRSUS.**

OMNICOM GROUP INC

By: /s/ Michael J. O’Brien

Name: Michael J. O’Brien
Title: Senior Vice President,
General Counsel and Secretary

EMPLOYEE _____

EXHIBIT A

OMNICOM GROUP INC. AMENDED AND RESTATED 2007 INCENTIVE AWARD PLAN PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT

1. **Award of PRSUs.** Omnicom has granted the Employee that number of PRSUs set forth in the Grant Notice. Each PRSU represents the right to receive one Share. However, unless and until the PRSUs have vested, the Employee shall have no right to the payment of any Shares subject thereto. Prior to the actual payment of any Shares, such PRSUs shall represent an unsecured obligation of Omnicom, payable (if at all) only from the general assets of Omnicom.

2. **Dividend Equivalents, Rights as Shareholder and Custody.**

a) With respect to each PRSU that is outstanding on the record date (the “**Record Date**”) of any dividend or other distribution paid with respect to shares of Stock, the Employee shall be entitled to receive such dividend or other distribution as follows:

(i) if the dividends or other distributions are paid in cash to the stockholders of Omnicom, the Employee shall automatically receive a cash payment equal to the cash payment that the Employee would have received if the PRSUs with respect to which the Employee is receiving the dividend or other distribution had already been settled in shares of Stock, less applicable tax withholding; and

(ii) if any such dividends or distributions are paid to the stockholders of Omnicom in shares of Stock, the Employee shall receive a number of PRSUs equal to the number of shares of Stock the Employee would have received if the PRSUs with respect to which the Employee is receiving the dividend had already been settled in shares of Stock. Any such additional PRSUs shall be subject to the same vesting requirements and restrictions on transferability as the PRSUs with respect to which they were distributed and shall be considered PRSUs under the terms of this Agreement.

(iii) Notwithstanding the foregoing, if the Employee is entitled to such dividend or other distribution as a result of holding shares of Stock issued with respect to the settlement of PRSUs on or after the Record Date but prior to the payment of the applicable dividend or other distribution (the “**Settled PRSUs**”), then the Employee shall not also be entitled to receive dividends or other distributions under this paragraph 2(a) with respect to the Settled PRSUs.

b) No Shares shall be issued to the Employee prior to the date on which the PRSUs vest. Promptly following the vesting of PRSUs pursuant to this Agreement, Shares evidencing such PRSUs shall be transferred into Employee’s brokerage account or participant trust maintained with the administrator of the Plan (the “**Brokerage Account**”) or, at Omnicom’s

sole discretion, stock certificate(s) shall be issued and delivered to the Employee (or his/her permitted transferees) by Omnicom. Neither the Employee nor any person claiming under or through the Employee shall have any of the rights or privileges of a stockholder of Omnicom in respect of any Shares deliverable hereunder unless and until Shares have been deposited in Employee's Brokerage Account or certificates representing such Shares (which may be in book entry form) have been issued and recorded on the records of Omnicom or its transfer agents or registrars, and delivered to the Employee. Except as otherwise provided herein, after such issuance, recordation and delivery, the Employee shall have all the rights of a stockholder of Omnicom with respect to voting such Shares and the receipt of dividends and distributions on such Shares.

3. Vesting and Forfeiture; Tax Withholding; Committee Discretion.

a) Vesting and Forfeiture Generally. The PRSUs shall be divided into five equal and distinct vesting tranches (each a "**Vesting Tranche**"), each consisting of 20% of the total number of PRSUs granted hereunder, with all or a portion of each Vesting Tranche being eligible to vest as follows, subject to paragraph 3(a)(v) and (vi):

(i) Vesting of the First and Second Vesting Tranches.

(1) *First Vesting Tranche*. A number of PRSUs equal to one half of the PRSUs in the first Vesting Tranche (i.e., 10% of the total PRSUs), rounded up to the nearest full PRSU, shall vest on the one-year anniversary of the Grant Date, subject to the Employee not incurring a Termination of Employment prior to such date;

(2) *Second Vesting Tranche*. A number of PRSUs equal to one half of the PRSUs in the second Vesting Tranche (i.e., 10% of the total PRSUs), rounded up to the nearest full PRSU, shall vest on the two-year anniversary of the Grant Date, subject to the Employee not incurring a Termination of Employment prior to such date; and

(3) *Discretionary Vesting*. Without limiting paragraph 3(a)(v), on or at any time after the one-year or two-year anniversary of the Grant Date, as applicable, the Committee may in its discretion determine that an additional number of PRSUs in the first and/or second Vesting Tranche, as applicable, up to a total of 100% of the PRSUs in the applicable Vesting Tranche, may vest if the Committee determines that such additional vesting is equitable at such time(s).

(4) *Unvested PRSUs*. Any PRSUs in the first and second Vesting Tranches that do not vest pursuant to paragraphs 3(a)(i)(1) – (3) or paragraph 3(a)(v) shall remain outstanding and shall be eligible to vest on the Measurement Date or the third anniversary of the Grant Date, as applicable pursuant to paragraph 3(a)(iii) below, subject to paragraph 3(a)(vi).

(ii) Calculation of Performance Ratio upon the Measurement Date. When practicable after the end of calendar year 2013, the Committee shall establish a performance ratio (the date on which the performance ratio is determined by the Committee is referred to in this Agreement as the "**Measurement Date**"), which shall determine the number of

remaining PRSUs that will vest (such ratio, as determined by the Committee, the “**Performance Ratio**”), based on the Company’s relative Average Return on Equity as compared to the Average Return on Equity of each member of the Peer Group. The Committee shall determine the Performance Ratio as follows:

(1) If the Company achieves an Average Return on Equity that ranks sixth among the Performance Group, the Performance Ratio shall equal 0.5 (the “**Minimum Performance Ratio**”);

(2) If the Company achieves an Average Return on Equity that ranks fifth among the Performance Group, the Performance Ratio shall equal 0.6;

(3) If the Company achieves an Average Return on Equity that ranks fourth among the Performance Group, the Performance Ratio shall equal 0.7;

(4) If the Company achieves an Average Return on Equity that ranks third among the Performance Group, the Performance Ratio shall equal 0.9; and

(5) If the Company achieves an Average Return on Equity that ranks first or second among the Performance Group, the Performance Ratio shall equal 1.0 (the “**Maximum Performance Ratio**”).

(iii) Vesting of the Third Vesting Tranche; Additional Vesting of the First and Second Vesting Tranches. Effective on the later of the Measurement Date or the third anniversary of the Grant Date all or a portion of the PRSUs in the first, second and third Vesting Tranches shall vest as follows:

(1) *First Vesting Tranche.* A number of PRSUs equal to (A) the Performance Ratio times the number of PRSUs in the first Vesting Tranche minus (B) the number of PRSUs in the first Vesting Tranche that have previously vested pursuant to paragraph 3(a)(i)(1) or (3) or paragraph 3(a)(v) shall become vested as of the later of the Measurement Date or the three-year anniversary of the Grant Date, subject to the Employee not incurring a Termination of Employment prior to such date;

(2) *Second Vesting Tranche.* A number of PRSUs equal to (A) the Performance Ratio times the number of PRSUs in the second Vesting Tranche minus (B) the number of PRSUs in the second Vesting Tranche that have previously vested pursuant to paragraph 3(a)(i)(2) or (3) or paragraph 3(a)(v) shall become vested as of the later of the Measurement Date or the three-year anniversary of the Grant Date, subject to the Employee not incurring a Termination of Employment prior to such date; and

(3) *Third Vesting Tranche.* A number of PRSUs equal to the Performance Ratio times the number of PRSUs in the third Vesting Tranche (rounded up to the nearest full PRSU) shall become vested as of the later of the Measurement Date or the three-year anniversary of the Grant Date, subject to the Employee not incurring a Termination of Employment prior to such date.

(iv) Vesting of the Fourth and Fifth Vesting Tranches.

(1) *Fourth Vesting Tranche.* A number of PRSUs equal to the Performance Ratio times the number of PRSUs in the fourth Vesting Tranche (rounded up to the nearest full PRSU) shall become vested as of the four-year anniversary of the Grant Date, subject to the Employee not incurring a Termination of Employment prior to such date; and

(2) *Fifth Vesting Tranche.* A number of PRSUs equal to the Performance Ratio times the number of PRSUs in the fifth Vesting Tranche (rounded up to the nearest full PRSU) shall become vested as of the five-year anniversary of the Grant Date, subject to the Employee not incurring a Termination of Employment prior to such date.

(v) Discretionary Vesting. The Committee in its sole discretion may accelerate or allow for the vesting of any PRSUs that do not otherwise vest pursuant to this paragraph 3(a).

(vi) Forfeiture of PRSUs.

(1) Subject to paragraphs 3(b) – (d) below, in the event the Employee incurs a Termination of Employment, the Employee's right to vest in any PRSUs that have not vested as of the date of such Termination of Employment and to receive the Shares related thereto shall terminate effective as of the date of such Termination of Employment and the Employee shall have no further rights to such PRSUs or the related Shares; provided, however, that without limiting paragraph 3(a)(v), in the event the Employee incurs a Termination of Employment prior to the Measurement Date, the Committee may in its discretion determine that an additional number of PRSUs may vest if such additional vesting is equitable at such time(s).

(2) Effective as of the Measurement Date, if the Performance Ratio is not the Maximum Performance Ratio, any PRSUs in the first, second and third Vesting Tranches that do not vest pursuant to paragraphs 3(a)(iii), 3(b)(i) or 3(c)(i) and any PRSUs in the fourth and fifth Vesting Tranches that are no longer eligible to vest pursuant to paragraph 3(a)(iv) shall terminate effective as of the Measurement Date and the Employee shall have no further rights to such PRSUs or the related Shares.

b) Termination of Employment due to Death. In the event of a Termination of Employment prior to a Vesting Date by reason of the death of the Employee, a portion of the then unvested PRSUs shall vest and become nonforfeitable as set forth in this paragraph 3(b).

(i) *Termination Prior to Measurement Date.* In the event of a Termination of Employment due to the death of the Employee prior to the Measurement Date, the number of PRSUs that shall become vested and non-forfeitable as of the Termination Date as a result of such Termination of Employment (rounded up to the nearest full PRSU) shall equal (A) the total number of PRSUs outstanding as of the Termination Date and not yet vested (excluding the PRSUs that as of immediately prior to such Termination of Employment remained eligible to vest solely pursuant to paragraphs 3(a)(iii)(1) and 3(a)(iii)(2), which PRSUs

shall be eligible to vest pursuant to the next sentence below), multiplied by (B) the Minimum Performance Ratio, provided, however, that the Committee may determine in its discretion that a greater number of PRSUs shall vest as of the Termination Date in such circumstance. For the avoidance of doubt, a number of Shares equal to a minimum of 50% of the total Shares subject to the PRSUs shall be transferred to the Employee's Brokerage Account upon the Employee's termination of Employment due to death, subject to Section 2(b) and Section 25. In addition, in the event of a Termination of Employment due to death prior to the Measurement Date, the Committee shall determine the Performance Ratio as of the Accelerated Determination Date and if the Performance Ratio, as determined by the Committee on the Accelerated Determination Date is greater than the Minimum Performance Ratio, then an additional number of PRSUs (rounded up to the nearest full PRSU) shall vest as of the Accelerated Determination Date, which number shall equal the difference between (A) the total aggregate number of PRSUs granted pursuant to this Agreement multiplied by the Performance Ratio (determined as of the Accelerated Determination Date), minus (B) the number of PRSUs that previously vested pursuant to this Agreement.

(ii) *Termination On or After Measurement Date.* In the event of a Termination of Employment due to the death of the Employee on or after the Measurement Date, the number of PRSUs that shall become vested and non-forfeitable as of the Termination Date as a result of such Termination of Employment (rounded up to the nearest full PRSU) shall equal the total number of PRSUs outstanding as of the Termination Date and not yet vested (excluding, for the avoidance of doubt, any PRSUs that are forfeited as of the Measurement Date pursuant to paragraph 3(a)(vi)(2)).

c) Termination of Employment due to Disability. In the event of a Termination of Employment prior to a Vesting Date by reason of the Disability of the Employee, a portion of the then unvested PRSUs shall vest and become nonforfeitable as set forth in this paragraph 3(c).

(i) In the event of a Termination of Employment by reason of the Disability of the Employee prior to the Measurement Date, the number of PRSUs that shall become vested and non-forfeitable on the Termination Date with respect to each remaining Vesting Tranche as a result of such Termination of Employment (rounded up to the nearest full PRSU) shall equal (A) the total number of PRSUs in such Vesting Tranche that are outstanding as of the Termination Date and not yet vested (excluding the PRSUs that as of immediately prior to such Termination of Employment remained eligible to vest solely pursuant to paragraphs 3(a)(iii)(1) and 3(a)(iii)(2), which PRSUs shall be eligible to vest pursuant to the next sentence below), multiplied by (B) the Minimum Performance Ratio, and multiplied further by (C) a fraction, the numerator of which shall be the number of full calendar months between the Grant Date and the Termination Date and the denominator of which shall be the number of full calendar months between the Grant Date and the ordinary Vesting Date of such Vesting Tranche, provided, however, that the Committee may determine in its discretion that a greater number of PRSUs shall vest as of the Termination Date in such circumstance. For the avoidance of doubt, the number of Shares described in the foregoing sentence shall be transferred to the Employee's Brokerage Account upon the Employee's termination of Employment due to Disability, subject to Section 2(b) and Section 25. In addition, in the event of a Termination of Employment due to Disability prior to the Measurement Date, the Committee shall determine the Performance Ratio

as of the Accelerated Determination Date and if the Performance Ratio, as determined by the Committee on the Accelerated Determination Date is greater than the Minimum Performance Ratio, then an additional number of PRSUs (rounded up to the nearest full PRSU) shall vest with respect to each Vesting Tranche as of the Accelerated Determination Date, which number for each Vesting Tranche shall equal the difference between (x) minus (y), where:

(x) is a number equal to the total number of PRSUs in such Vesting Tranche multiplied by the Performance Ratio (determined as of the Accelerated Determination Date) and further multiplied by a fraction, the numerator of which shall be the number of full calendar months between the Grant Date and the Termination Date and the denominator of which shall be the number of full calendar months between the Grant Date and the ordinary Vesting Date of such Vesting Tranche; and

(y) is a number equal to the number of PRSUs in such Vesting Tranche that previously vested pursuant to this Agreement.

(ii) In the event of a Termination of Employment by reason of the Disability of the Employee on or after the Measurement Date, the number of PRSUs that shall become vested and non-forfeitable with respect to each remaining Vesting Tranche as of the Termination Date as a result of such Termination of Employment (rounded up to the nearest full PRSU) shall equal (A) the total number of PRSUs in such Vesting Tranche that are outstanding as of the Termination Date and not yet vested (excluding, for the avoidance of doubt, any PRSUs that are forfeited as of the Measurement Date pursuant to paragraph 3(a)(vi)(2)), multiplied by (B) a fraction, the numerator of which shall be the number of full calendar months between the Grant Date and the Termination Date and the denominator of which shall be the number of full calendar months between the Grant Date and the ordinary Vesting Date of such Vesting Tranche.

(iii) For purposes of this paragraph 3(c), references to the “ordinary Vesting Date” of a Vesting Tranche shall mean the applicable anniversary of the Grant Date.

d) The Employee acknowledges that upon a Change in Control prior to a Vesting Date, Article 11 of the Plan shall govern.

e) Notwithstanding any other provision of this Agreement (including without limitation paragraph 2(b) above):

(i) The Employee is ultimately liable and responsible for all taxes owed in connection with the PRSUs, regardless of any action Omnicom or any Omnicom Affiliate takes with respect to any tax withholding obligations that arise in connection with the PRSUs. Neither Omnicom nor any of its Affiliates makes any representation or undertaking regarding the treatment of any tax associated with the awarding or vesting of the PRSUs or the subsequent sale of Shares issuable pursuant to the PRSUs. Omnicom and its Affiliates do not commit and are under no obligation to structure the PRSUs to reduce or eliminate the Employee’s tax liability.

(ii) Prior to any event in connection with the PRSU (e.g., vesting) that Omnicom determines may result in any domestic or foreign tax withholding obligation, whether national, federal, state or local, including any social tax obligation (the “**Tax Withholding Obligation**”), the Employee shall make arrangements satisfactory to Omnicom for the satisfaction of any Tax Withholding Obligation that arise in connection with his/her PRSUs, including, without limitation, by electing to have the administrator of the Plan withhold a portion of the vested Shares on the Vesting Date in payment of the relevant withholding taxes or maintaining sufficient cash in Employee’s Brokerage Account for payment of the relevant withholding taxes. In the event Shares are withheld for the satisfaction of any Tax Withholding Obligation, the number of Shares to be withheld shall equal the quotient of (A) the amount of the Tax Withholding Obligation, and (B) the Fair Market Value of the Shares on the Vesting Date.

(iii) Omnicom may refuse to issue any shares of Stock to the Employee until such Employee satisfies the Tax Withholding Obligation. To the maximum extent permitted by law, Omnicom has the right to retain without notice from shares of Stock issuable under the PRSUs or from salary payable to the Employee, shares of Stock or cash having a value sufficient to satisfy the Tax Withholding Obligation.

4. **Definitions.** For purposes of this Agreement, the terms set forth below shall have the following meanings:

a) “**Accelerated Determination Date**” means (i) in the event of a Termination of Employment by reason of the death or Disability of the Employee during calendar years 2011 or 2012, the earliest practicable date following the end of calendar year 2011, and (ii) in the event of a Termination of Employment by reason of the death or Disability of the Employee during calendar year 2013, the earliest practicable date following the end of calendar year 2012.

b) “**Affiliate**” of Omnicom or the Company, as the case may be, shall mean any person, firm, corporation or other form of entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Omnicom or the Company, as the case may be as determined by Omnicom.

c) “**Average Return on Equity**” means the average of the annual Return on Equity calculated with respect to the Company or a member of the Peer Group, as applicable, for each of calendar years 2011, 2012 and 2013, provided that in the event of a determination of the Performance Ratio on an Accelerated Determination Date, the Average Return on Equity shall be calculated only with respect to calendar years ending prior to such Accelerated Determination Date.

d) “**Client**” means any person, firm, corporation or other form of entity to whom any member of the Group (i) rendered services at any time during the Employment Period or (ii) had made a Pitch at any time during the Employment Period, or the six months immediately following, the Termination Date.

e) “**Company**” means the Omnicom Affiliate by whom the Employee is employed as of the date of this Agreement and each other Omnicom Affiliate by whom the Employee is employed at any time during the Employment Period, notwithstanding anything in the Plan to the contrary.

f) “**Employee**” means the Employee set forth in the Grant Notice.

g) “**Employment Period**” means the period that the Employee is employed by any member of the Group.

h) “**Grant Date**” means the Grant Date set forth in the Grant Notice.

i) “**Group**” means (i) if the Company operates within an Omnicom network, all of the companies, group of companies and divisions operating under a global or national brand of such Omnicom network, and (ii) if the Company operates as part of a division or separate company independent of an Omnicom network, all companies and divisions operating under such independent brand.

j) “**Omnicom**” means Omnicom Group Inc., a New York corporation.

k) “**Peer Group**” means the following group of companies: WPP Group plc, The Interpublic Group of Companies, Inc., Publicis Groupe SA, Aegis Group plc and Havas SA, provided, however, that, without limiting the provisions of Article 11 of the Plan, in the event of a Change in Control or any transaction described in Section 11.1 of the Plan or any similar or other extraordinary transaction that may occur with respect to the Company or a member of the Peer Group or a member of the Peer Group ceasing to be a publicly traded company, the Committee may make such changes and adjustments to the Peer Group from time to time that it deems equitable or appropriate in its discretion as a result of or to account for such Change in Control or transaction described in Section 11.1 of the Plan or such similar or other extraordinary transaction that may occur with respect to the Company or a member of the Peer Group or a member of the Peer Group ceasing to be a publicly traded company, which change(s) or adjustment(s) may include replacing or substituting members of the Peer Group.

l) “**Performance Group**” means the group of companies consisting of the Company and the members of the Peer Group.

m) “**Pitch**” means a new business presentation or similar offering of services; provided, however, a general mailing or an incidental contact shall not be deemed a Pitch.

n) “**Restricted Client**” means any person, firm, corporation or other form of entity to whom any member of the Group (i) rendered services at any time during the one-year period prior to the Termination Date, or (ii) had made a Pitch at any time during the one-year period immediately preceding, or the six months immediately following, the Termination Date.

o) “**Return on Equity**” means with respect to the Company or a member of the Peer Group, as applicable, an amount expressed as a percentage and calculated as the Company’s or the applicable Peer Group member’s total net income over a given fiscal year

divided by the Company's or the applicable Peer Group member's average shareholder's equity over such fiscal year, in each case calculated in such manner as the Committee may determine.

p) "**Share**" means a share of Stock.

q) "**Termination Date**" means the date on which the Termination of Employment occurs.

r) "**Termination of Employment**" means the time when the Employee is no longer employed by any Omnicom Affiliate for any reason whatsoever, as determined by Omnicom or an Omnicom Affiliate.

5. **Nontransferability.** No right or interest of the Employee in the PRSUs not yet vested may be pledged, encumbered, or hypothecated to or in favor of any party other than Omnicom or an Omnicom Affiliate, or shall be subject to any lien, obligation, or liability of the Employee to any other party other than Omnicom or an Omnicom Affiliate. No PRSU not yet vested shall be assigned, transferred, or otherwise disposed of by the Employee other than by will or the laws of descent and distribution or pursuant to beneficiary designation procedures approved from time to time by the Committee. Notwithstanding the foregoing, to the extent and under such terms and conditions as determined by the Committee, the Employee may assign or transfer the PRSUs not yet vested (each transferee thereof, a "**Permitted Assignee**") (i) to the Employee's spouse, children or grandchildren (including any adopted and step children or grandchildren), parents, grandparents or siblings, (ii) to a trust for the benefit of the Employee and/or one or more of the persons referred to in clause (i), (iii) to a partnership, limited liability company or corporation in which the Employee or the persons referred to in clause (i) are the only partners, members or shareholders or (iv) for charitable donations; provided, however, that such Permitted Assignee shall be bound by and subject to all of the terms and conditions of the Plan and this Agreement relating to the transferred PRSUs and shall execute an agreement satisfactory to Omnicom evidencing such obligations; and provided further that the Employee shall remain bound by the terms and conditions of the Plan.

6. **Non-Solicitation/Non-Servicing and Protection of Confidential Information Agreement.**

a) In consideration for and in order to be eligible to receive the voluntary grant of the PRSUs provided in this Agreement, except on behalf of a member of the Group, the Employee will not, as an individual, employee, consultant, independent contractor, partner, shareholder, member or in association with any other person, firm, corporation or other form of entity, directly or indirectly, and regardless of the Employee continuing to be employed by a member of the Group or the reason for the Employee ceasing to be so employed by any member of the Group:

(i) during the Employment Period, directly or indirectly, solicit business on behalf of, render any services to, engage in, or have any ownership interests or other affiliation in, any business or other endeavor, which is engaged in the business of the same nature as or competitive with any member of the Group; provided, however, that nothing contained in this clause (i) shall be deemed to prevent the undersigned from owning

less than ¼ of 1% of the shares of any publicly held corporation engaged in any such business;

(ii) if either (A) any PRSUs have vested under this Agreement, or (B) a voluntary Termination of Employment occurs, then for a one-year period following the Termination Date, solicit, render services to or for, or accept from, any Restricted Client, any business of the type performed by any member of the Group for such Restricted Client or persuade or attempt in any manner to persuade any Restricted Client to cease to do business or to reduce the amount of business which any such Restricted Client has customarily done or is reasonably expected to do with members of the Group; provided, *however*, that solely with respect to this paragraph 6(a)(ii), the definition of Restricted Client shall be limited to the particular product, brand or service of such Restricted Client in respect of which at any time during the one-year period prior to the Termination Date, the Employee (A) had a servicing relationship, supervisory responsibility or other involvement, or (B) participated in, supervised or had any responsibility or other involvement in a Pitch; and

(iii) if either (A) any PRSUs have vested under this Agreement, or (B) a voluntary Termination of Employment occurs, then for a one-year period following the Termination Date, employ as an employee or retain as a consultant any person, firm, corporation or other form of entity who is then or at any time during the one-year period prior to the Termination Date was, an employee of or exclusive consultant to a member of the Group, or persuade or attempt to persuade any employee of or exclusive consultant to a member of the Group to leave the employ of such member of the Group or to become employed as an employee or retained as a consultant by any other person, firm, corporation or other form of entity; provided, however, a solicitation pursuant to general recruitment advertising that is not directed at the employees or exclusive consultants of any member of the Group shall not be deemed to be a breach of this provision.

b) As a professional in a highly service-oriented and creative business, the Employee understands and agrees that his/her position with the Company requires and will continue to require services which are of a special character and which places him/her in a position of confidence and trust with the Clients and employees of members of the Group. The Employee further acknowledges that his/her services to the Clients necessarily require that the Employee have access to Confidential Information (as defined below) of members of the Group and their respective Clients and that, in the course of his/her employment with or rendering of services to the Company, the Employee will develop personal relationships with the Clients and knowledge of those Clients' affairs and requirements. Accordingly, the Employee acknowledges that the type and periods of restrictions imposed in this Agreement are fair and reasonable and are reasonably required in order to protect and maintain the proprietary interests of the members of the Group, other legitimate business interests of members of the Group, and the goodwill associated with the members of the Group. The Employee further understands and agrees that the Restricted Clients may be serviced from any location and accordingly it is reasonable that the covenants set forth herein are not limited by narrow geographic area but generally by the location of such Restricted Clients. In the event that any covenant contained in this Agreement shall be determined by any court or other tribunal of competent jurisdiction to be unenforceable by reason of its extending for too great a period of time or over too great a geographical area or

by reason of its being too extensive in any other respect, (i) such covenant shall be interpreted to extend only over the maximum period of time for which it may be enforceable and/or over the maximum geographical area as to which it may be enforceable and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court or other tribunal making such determination, and (ii) in its reduced form, such covenant shall then be enforceable, but such reduced form of covenant shall only apply with respect to the operation of such covenant in the particular jurisdiction in or for which such adjudication is made.

c) The Employee hereby acknowledges and agrees that for so long as the Employee has been employed by the Company (which term, as used in this paragraph 6(c) and paragraph 6(d) shall be deemed to include any Affiliate of the Company), the Employee has acquired and shall continue to acquire and have access to confidential or proprietary information about the Company and/or its Clients, including but not limited to, trade secrets, methods, models, passwords, access to computer files, financial information and records, computer software programs, agreements and/or contracts between the Company and its Clients, Client contacts, creative policies and ideas, advertising campaigns, public relations campaigns, creative and media materials, graphic design, budgets, practices, concepts, strategies, methods of operation, financial or business projections of the Company, and information about or received from its Clients (collectively, "**Confidential Information**"). Accordingly, in consideration for and in order to be eligible to receive the voluntary grant of the PRSUs provided in this Agreement, for so long as the Employee is employed by a member of the Group and thereafter, the Employee will retain in strictest confidence all Confidential Information and shall not disclose any such Confidential Information to anyone outside the members of the Group and Omnicom, except in the course of the Employee's duties for the Company or with Omnicom's express written consent. The Employee hereby acknowledges that he/she is aware that such Confidential Information is not readily available to the public, and agrees that he/she will not at any time utilize such Confidential Information for his/her own benefit or for the benefit of third parties.

d) The Employee hereby acknowledges and agrees that all materials created or modified by the Employee for so long as the Employee is employed by the Company, including, without limitation, all works of authorship, inventions, processes, ideas, methods, concepts and other tangible and intangible materials (collectively, "**Work Product**"), shall be "work for hire" and that the Company and/or Omnicom shall be the exclusive owner of the Work Product and all intellectual property rights associated with the Work Product, including all trademarks, patents or copyrights contained therein. To the extent any Work Product does not qualify as "work for hire", the Employee hereby assigns ownership of all such Work Product to the Company and/or Omnicom and agrees to take all reasonable measures, at the Company's expense, to perfect such rights in the Company and/or Omnicom. The Employee hereby appoints the Company and/or Omnicom as his/her attorney-in-fact with the limited power to execute assignments of such Work Product. If the Employee is an employee in the State of California, the parties hereto agree and acknowledge that the terms of this paragraph shall be subject to the terms of Section 2870 of the California Labor Code, a copy of which is annexed to this Agreement. The Employee hereby agrees to advise the Company and/or Omnicom promptly in writing of any inventions that he/she believes meet the criteria set forth in Section 2870.

e) Each of the covenants and agreements contained in this Section 6 (collectively, the “**Protective Covenants**”) is separate, distinct and severable. All rights, remedies and benefits expressly provided for in this Section 6 are cumulative and are not exclusive of any rights, remedies or benefits provided for by law, in this Section 6 or otherwise, and the exercise of any remedy by a party hereto shall not be deemed an election to the exclusion of any other remedy (any such claim by the other party being hereby waived). The provisions of this Section 6 are not in lieu of, but are in addition to the continuing obligations of the Employee (which the Employee hereby acknowledges) to not use or disclose Confidential Information known to the Employee until any particular piece of Confidential Information becomes generally known to the public (through no action of the Employee), whereupon the restriction on use and disclosure shall cease as to that particular item. The existence of any claim, demand, action or cause of action that the Employee may have against Omnicom or any of its Affiliates, whether predicated pursuant to this Section 6 or otherwise, shall not constitute a defense to the enforcement of the provisions of this Section 6 or any other provision or provisions of this Agreement. The covenants contained in this Section 6 for the benefit of Omnicom and the members of the Group, shall survive any termination of this Agreement and may be waived in whole or in part by Omnicom without the consent of any other person, firm, corporation or other form of entity. The temporal duration of the Protective Covenants shall not expire, and shall be tolled, during any period in which the Employee is in violation of any of such Protective Covenants, and all such Protective Covenants shall automatically be extended by the period of such violation. The Employee further acknowledges that he/she is a highly regarded employee who considered the terms and conditions upon which he/she is electing to be granted the PRSUs and that he/she has been advised and has had the opportunity to obtain counsel of his/her choice in connection with reviewing and executing this Agreement.

f) By acceptance of the grant of PRSUs, the Employee agrees that if the Employee were, without authority, to use or disclose Confidential Information, or otherwise breach any of the Protective Covenants, or threaten to do so, in addition to all other available remedies (including without limitation seeking such damages as it can show it has sustained by reason of such breach), (i) Omnicom and/or any member of the Group shall be entitled to specific performance and injunctive and other appropriate relief (without being required to post bond or other security and without having to prove the inadequacy of the available remedies at law) to prevent the Employee from doing so, and/or (ii) Omnicom (by action of the Chairman, Chief Executive Officer, President, Chief Financial Officer or General Counsel of Omnicom) may cause any or all of the following actions to occur: (x) the PRSUs granted hereunder shall become void, shall be forfeited and shall terminate effective the date on which the Employee entered into such activity, (y) any vested shares of Stock acquired by the Employee pursuant to the grant hereunder shall be forfeited and returned to Omnicom, and (z) any gain realized by the Employee from the sale or transfer of shares of Stock acquired through the grant hereunder, shall be returned by the Employee to Omnicom. The Employee acknowledges that the harm caused to Omnicom and/or members of the Group by the breach or anticipated breach of this Agreement is by its nature irreparable because, among other things, it is not readily susceptible of proof as to the monetary harm that would ensue. The Employee consents that any interim or final equitable relief entered by a court of competent jurisdiction shall, at the request of Omnicom and/or a member of the Group be entered on consent and enforced by any court having jurisdiction over the Employee, without prejudice to any rights either party may have to appeal from the proceedings that resulted in any grant of such relief.

g) During the Employment Period and the one-year period after the Termination Date, prior to accepting employment with any subsequent employer, the Employee shall notify any prospective employer in writing of his/her obligations under this Agreement. In addition, immediately after accepting employment with a subsequent employer, the Employee shall provide Omnicom with a copy of the notice that was sent by him/her to such subsequent employer.

h) The Employee acknowledges and agrees that if Employee has received an equity award (including any restricted stock, restricted stock unit or stock option award) from Omnicom during or after 2005 pursuant to the Plan or any other current or former equity plan of Omnicom, the Employee has previously agreed to restrictions similar to those set forth in this Section 6 (the "Prior Restrictions") and such Prior Restrictions shall remain in full force and effect and shall be in addition to the Employee's obligations under this Section 6.

7. **Investment Representation and Compliance With Applicable Law.** The Employee hereby represents and covenants that (a) the PRSUs and the related Stock will be acquired for investment and not with a view to the distribution thereof within the meaning of the Securities Act, unless such acquisition has been registered under the Securities Act and any applicable state securities law; and (b) any subsequent sale of any such PRSUs or the related Stock unless their acquisition had been so registered, shall be made either pursuant to an effective registration statement under the Securities Act and any applicable state securities laws, or pursuant to an exemption from registration under the Securities Act and such state securities laws.

8. **No Understandings as to Employment.** Nothing in the grant of the PRSUs or in this Agreement shall constitute or be evidence of any understanding, express or implied, on the part of the Company, Omnicom or any Omnicom Affiliate to employ the Employee for any period or shall interfere with or restrict in any way the rights of the Company, Omnicom and the Omnicom Affiliates to discharge the Employee at any time for any reason whatsoever, with or without cause.

9. **Plan Incorporated.** The Employee accepts the PRSUs herein subject to all of the provisions of the Plan, which are incorporated into this Agreement by reference, including the provisions that authorize the Committee to administer and interpret the Plan and which provide that the Committee's decisions, determinations and interpretations with respect to the Plan are final and conclusive on all persons affected hereby. Except with respect to definitions used in this Agreement, in the event of a conflict between the provisions of this Agreement and the provisions of the Plan, the provisions of the Plan shall govern. Terms not otherwise defined in this Agreement shall have the meanings ascribed in the Plan.

10. **Amendment.** The award of PRSUs and this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Board or the Committee, provided that, except as provided by Article 11 of the Plan, neither the amendment, modification, suspension nor termination of this Agreement shall, without the consent of the Employee, adversely alter or impair any rights or obligations of the Employee under this Agreement with respect to the award of PRSUs in any material way.

11. **Assignment.** The parties hereto agree that Omnicom shall have the right to assign this Agreement, and accordingly, this Agreement shall inure to the benefit of, and may be enforced by, any and all successors and assigns of Omnicom, including, without limitation, by asset assignment, stock sale, merger, consolidation or other corporate reorganization. Subject to Section 5, the Employee agrees that his/her obligations under this Agreement are personal to him/her, and the Employee shall not have the right to assign or otherwise transfer his/her obligations hereunder. Any purported assignment or transfer by the Employee shall be void and ineffective.

12. **Governing Law.** The interpretation and construction of this Agreement, and all matters relating hereto (including, without limitation, the validity or enforcement of this Agreement), shall be governed by the laws of New York without regard to any conflicts or choice of laws provisions of the State of New York that would result in the application of the law of any other jurisdiction.

13. **Notice.** Any notice to be given to Omnicom under the terms of this Agreement shall be addressed to the Office of the General Counsel of Omnicom at 437 Madison Avenue, New York, New York 10022, and any notice to be given to the Employee shall be addressed to the Employee at the address set forth beneath his or her signature hereto, or at such other address for a party as such party may hereafter designate in writing to the other. Any such notice shall be deemed to have been duly given if mailed, postage prepaid, addressed as aforesaid.

14. **Headings.** All section titles and captions in this Agreement are for convenience only, shall not be deemed part of this Agreement, and in no way shall define, limit, extend or describe the scope or intent of any provisions of this Agreement.

15. **Further Assurances.** The parties shall execute all documents, provide all information, and take or refrain from taking all actions as may be reasonably necessary or appropriate to achieve the purposes of this Agreement. The Employee acknowledges that any sale of Stock issued from the PRSUs following the date of vesting shall be further evidence of Employee's acceptance of the terms of this Agreement, including Section 6 of this Agreement.

16. **Entire Agreement.** This Agreement, including the Grant Notice and this Performance Restricted Stock Unit Agreement attached as Exhibit A to the Grant Notice, subject to the terms and conditions of the Plan, constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and supersede all prior agreements and understandings pertaining thereto. Notwithstanding the foregoing, any other confidentiality agreement, non-solicitation/non-servicing agreement or any other type of restrictive covenant agreement that the Employee has entered into prior to the date hereof or may enter into after the date hereof with Omnicom or one of its Affiliates shall remain in full force and effect. No oral understandings, oral statements, oral promises or oral inducements between the parties hereto relating to this Agreement exist. No representations, warranties, covenants or conditions, express or implied, whether by statute or otherwise, other than as set forth in this Agreement, have been made by the parties hereto.

17. **Remedies.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement or condition.

18. **Acceptance; Counterparts.** The Employee acknowledges and agrees that the Employee's acceptance of the terms of this Agreement through electronic means shall have the same force and effect as an acceptance made in writing. This Agreement may be executed in two or more counterparts, or by facsimile transmission, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

19. **Waiver.** By signing and returning this Agreement, the Employee agrees that the Employee's rights in respect of the PRSUs (including upon Termination of Employment) shall be defined solely by the Plan and the provisions of this Agreement. Accordingly, the Employee waives all other claims he/she may have against Omnicom or any of its Affiliates, and their respective officers, directors, agents and employees for any losses or damages arising out of the forfeiture of any PRSUs as a result of such Termination of Employment, or otherwise in relation to the Plan with respect to such PRSUs.

20. **Third Party Beneficiaries.** Nothing in this Agreement is intended to confer upon any other person except the Employee, Omnicom and the Affiliates of Omnicom any rights or remedies hereunder or shall create any third party beneficiary rights in any person (other than Affiliates of Omnicom).

21. **No Strict Construction.** The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of law or contract interpretation that provides that in the case of ambiguity or uncertainty a provision should be construed against the draftsman will be applied against any party hereto. The provisions of this Agreement shall be construed according to their fair meaning and neither for nor against any party hereto irrespective of which party caused such provisions to be drafted.

22. **Committee Authority.** The Committee shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and binding upon the Employee, Omnicom and all other interested persons. No member of the Committee shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Agreement.

23. **Agreement Severable.** In the event that any provision in this Agreement is held invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement.

24. **Employee Data Privacy.**

a) The Employee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Employee's personal data as described in this document by Omnicom and/or the Company for the exclusive purpose of implementing, administering and managing the Employee's participation in the Plan.

b) The Employee understands that Omnicom and/or the Company hold certain personal information, including, but not limited to, name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company or any of its Affiliates, details of all entitlement to PRSUs and Shares awarded, canceled, exercised, vested, unvested or outstanding in the Employee's favor ("**Data**"), for the purpose of implementing, administering and managing the Plan.

c) The Employee understands that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Employee's country or elsewhere, and that the recipient's country may have different data privacy laws and protections than the Employee's country. The Employee understands that the Employee may request a list with the names and addresses of any potential recipients of the Data by contacting the Employee's local human resources representative.

d) The Employee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Employee's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party. The Employee understands that Data shall be held only as long as is necessary to implement, administer and manage the Employee's participation in the Plan. The Employee understands that the Employee may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Employee's local human resources representative. The Employee understands, however, that refusing or withdrawing consent may affect the Employee's ability to participate in the Plan. For more information on the consequences of the refusal to consent or withdrawal of consent, the Employee understands that the Employee may contact the Employee's local human resources representative.

25. **Section 409A.** The PRSUs are not intended to constitute a deferral of compensation for purposes of Section 409A of the Code. Without limiting the foregoing or Section 15.14 of the Plan, in no event will the Shares underlying PRSUs that vest in accordance with this Agreement be transferred to the Employee's Brokerage Account later than March 15 of the calendar year following the calendar year in which such PRSUs vest.

* * * * *

California Labor Code Section 2870

Employment agreements; assignment of rights

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his rights in an invention to his employer shall not apply to an invention that the employee developed entirely on his own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(i) relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(ii) result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

CERTIFICATION

I, John D. Wren, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the period ended June 30, 2011 of Omnicom Group 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 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 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.

Date: July 21, 2011

/S/ JOHN D. WREN

John D. Wren
Chief Executive Officer and President

CERTIFICATION

I, Randall J. Weisenburger, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the period ended June 30, 2011 of Omnicom Group 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 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 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.

Date: July 21, 2011

/s/ RANDALL J. WEISENBURGER

Randall J. Weisenburger
Executive Vice President and
Chief Financial Officer

**CERTIFICATION OF
ANNUAL REPORT ON FORM 10-Q**

Pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, in connection with the filing of Omnicom Group Inc.'s Quarterly Report on Form 10-Q for the period ended June 30, 2011, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, the Chief Executive Officer and President of Omnicom Group Inc. certify that, to my knowledge:

- the Report 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 Report fairly presents, in all material aspects, the financial condition and results of operations of Omnicom Group Inc. as of the dates and for the periods expressed in the Report.

Executed as of July 21, 2011.

/s/ JOHN D. WREN

Name: John D. Wren
Title: Chief Executive Officer and
President

The foregoing certification is being furnished solely pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906, of the Sarbanes-Oxley Act of 2002 and will not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1924, as amended (the "Exchange Act") or otherwise subject to the liability of that section. Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent that Omnicom Group Inc. specifically incorporates it by reference.

**CERTIFICATION OF
ANNUAL REPORT ON FORM 10-Q**

Pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, in connection with the filing of Omnicom Group Inc.'s Quarterly Report on Form 10-Q for the period ended June 30, 2011, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, the Executive Vice President and Chief Financial Officer of Omnicom Group Inc. certify that, to my knowledge:

- the Report 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 Report fairly presents, in all material aspects, the financial condition and results of operations of Omnicom Group Inc. as of the dates and for the periods expressed in the Report.

Executed as of July 21, 2011.

/s/ RANDALL J. WEISENBURGER

Name: Randall J. Weisenburger
Title: Executive Vice President and
Chief Financial Officer

The foregoing certification is being furnished solely pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906, of the Sarbanes-Oxley Act of 2002 and will not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or otherwise subject to the liability of that section. Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent that Omnicom Group Inc. specifically incorporates it by reference.
