

Publicis Benefits
Connection
401(k) Plan

Summary Plan Description

EFFECTIVE JANUARY 1, 2012





PUBLICIS

Publicis Benefits Connection 401(k) Plan

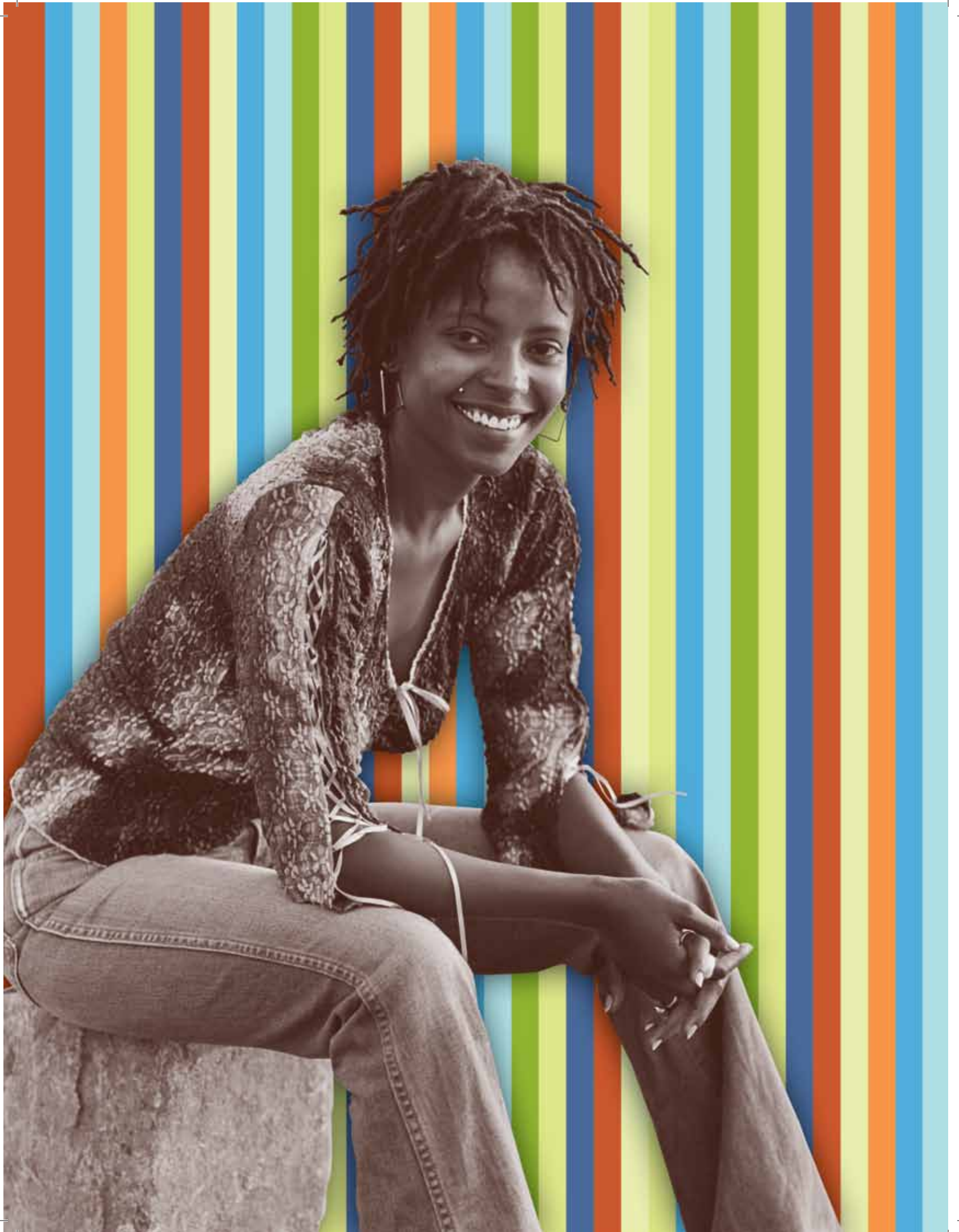


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ABOUT THE

Publicis Benefits Connection 401(k) Plan

The Publicis Benefits Connection 401(k) Plan (the “Plan”) offers you a convenient, tax-advantaged way to save for the future through a combination of your contributions and Company-matching contributions.

If you are eligible to participate in the Plan, you may elect to contribute up to 50% of your Eligible Compensation on a pretax basis through regular payroll deductions, up to IRS annual limits. If you are considered a Highly Compensated Employee, you are limited to contributing 15% of your Eligible Compensation (however, this amount may change during a Plan Year depending on nondiscrimination testing results; we will advise you if it changes). The Company helps your retirement savings grow by matching your contributions to the Plan. You are always 100% vested in, or have a nonforfeitable right to receive, your own contributions to the Plan, as well as any investment earnings on that money. Over time, you become vested in any money that the Company contributes on your behalf, as well as any related earnings.

The Publicis Benefits Connection 401(k) Plan is a defined contribution plan, meaning that the benefit you receive from the Plan depends on the amount contributed and the investment performance of the funds in the Plan.

Highlights of the 401(k) Plan

Plan Feature	How It Works
Your Contributions	Elect to save 1% to 50% of your Eligible Compensation (up to 15% if you are considered a Highly Compensated Employee, unless changed as noted above) on a pretax basis (before federal and state income taxes are withheld), up to a total of \$17,000 in 2012
Matching Contributions	The Company will match 100% of the first 3% of Eligible Compensation you contribute, and 50% of the next 2% of Eligible Compensation you contribute to the Plan
Catch-up Contributions	If you are age 50 or older (or will reach age 50 during the calendar year) and are making the maximum Plan or IRS pretax contribution, you may elect to make an additional “catch-up” contribution each pay period, up to a total of \$5,500 in 2012
Rollovers	You may arrange for a rollover from a previous employer’s qualified plan or an individual retirement account (IRA) into this Plan
Investment Options	You have the flexibility to select from investment options that range from conservative to moderately aggressive funds

This Summary Plan Description describes the key provisions of the Plan as in effect January 1, 2008, and as amended thereafter.

This document is only a summary and provides a brief description of the key Plan provisions as well as your Plan rights. In summarizing the legal documents that describe the Plan in full, we’ve tried to be precise. However, if any statement made here disagrees with the Plan document, the Plan document will govern.

Please note that the Company reserves the right to amend or terminate the Plan at any time without notice. Participation in this Plan does not constitute a contract of employment between you and the Company.

Definitions

Certain words and terms in this Summary have special meanings.

Account(s) means your separate account(s) that contain the entire amount of contributions (and earnings) made to the Plan by you and the Company.

Active Participant means a participant who is eligible to make contributions to the Plan.

Beneficiary means the person or persons you name to receive your benefit distribution in the event of your death. If you are married, you will need notarized written consent from your spouse to name a Beneficiary other than, or in addition to, your spouse.

Company means MMS USA Holdings, Inc., and affiliated companies who participate in the Plan.

Disabled means you become totally and permanently disabled while employed by an employer and are eligible to receive disability benefits under the Social Security Act.

Eligible Compensation means your base salary, *excluding* overtime, severance pay (whether paid in a lump sum or as salary continuance for a period of time), bonuses, commissions, and non-cash compensation. Eligible Compensation does include any amounts paid to you under short-term disability or another approved leave program, as well as pretax amounts contributed under this Plan or a flexible benefits plan maintained by the Company. Beginning in 2008, base salary paid up to 2½ months after your severance from employment (but not paid as severance pay) may also be included as Eligible Compensation in the Plan. For purposes of this Plan, your total annual Eligible Compensation is limited to \$250,000 for 2012 (this amount is indexed periodically by the Internal Revenue Service).

Eligibility Year of Service means 12 consecutive months of employment, beginning with your Employment Commencement Date, during which you are credited with at least 1,000 Hours of Service.

Employment Commencement Date means the date you first perform an Hour of Service for the Company.

Highly Compensated Employee means generally any employee who had compensation exceeding the IRS-imposed limit for the preceding year and who was in the top 20% of employees when ranked by compensation for such year. For this purpose, "Compensation" generally includes all wages paid to you that were subject to income tax withholding (including amounts excluded for purposes of calculating contributions, such as overtime, bonuses, etc.) as well as pretax amounts contributed under this Plan or a flexible benefits plan maintained by the Company. The IRS limit used to determine if you are a Highly Compensated Employee for 2012 is based on your compensation in 2011, which must exceed \$115,000 (this amount is indexed periodically by the Internal Revenue Service).

Hourly Employee means an employee whose employment status is as an intern, temporary, seasonal, part time (regularly scheduled for less than 1,000 hours per year), or any other status otherwise inconsistent with regular employment status.

Hour of Service means each hour for which you are paid or entitled to be paid by the Company for rendering services to the Company. For an Hourly Employee, for purposes of determining eligibility to participate, Hour(s) of Service also includes hours of service for which you receive Compensation from the Company while you are on vacation, on sick leave, observing a holiday, laid off, on jury duty, on leave of absence, or on military duty.

Participant means an employee of the Company who has met the eligibility requirements for participating in this Plan. You will continue to be a Participant until your accounts are completely distributed.

Period of Service means the period of time beginning on the first day of the month in which you are hired or rehired, and ending on your Severance Date. A Period of Service may also include a Period of Severance of 12 consecutive months or less.

Period of Severance means a continuous period of time during which you are not employed by a Publicis Company, beginning on your Severance Date and ending on the date of your reemployment, if any.

Plan means the Publicis Benefits Connection 401(k) Plan.

Plan Administrator means the Plan's Administrative Committee, which has discretionary authority to interpret and administer the terms of the Plan.

Plan Year means the 12-consecutive-month period from January 1 through December 31.

Publicis Company means any company that is a member of the controlled group that includes MMS USA Holdings, Inc., whether or not such company is participating in the Plan.

Severance Date means the earlier of the date you terminate employment, retire, are disabled, or die. However, if you are on leave of absence because of pregnancy or birth or adoption of your child, your Severance Date will be the earlier of (1) the date you retire, quit, die, or are discharged or (2) the two-year anniversary of the date you were first absent from work if you do not return to work.

Trust means the fund established under trust law to hold the assets of the Plan.

Vesting Year of Service means a Period of Service of 365 days (366 days for a leap year) beginning on the first day of the month you were hired or rehired. If you terminate employment, any partial year of service (i.e., a Period of Service of less than 365 [or, for a leap year, 366] days) you completed does not count toward your vesting service, unless you are rehired before incurring a one-year Period of Severance.



Eligibility and Participation

Eligibility

You are immediately eligible to participate in the Plan as of your date of hire if you are an employee who is regularly scheduled to work at least 1,000 Hours of Service per year.

If you are an Hourly Employee, you will become eligible to participate in the Plan as of the day following the date you complete 1,000 Hours of Service during a consecutive 12-month period. The first 12-month period that is considered in calculating this requirement is the first 12 months of your employment. If you do not complete 1,000 Hours of Service during this 12-month period, then subsequent 12-month periods will be based on the Plan Year, beginning with the Plan Year in which your first 12-month employment period ends. For example, if your employment begins on August 1, 2011, and you do not complete 1,000 Hours of Service by July 31, 2012, then the next 12-month period considered is January 1, 2012, to December 31, 2012.

The following employees are not eligible to participate in the Plan:

- Union employees (except where the collective bargaining agreement provides for participation)
- Nonresident aliens with no U.S. source of income
- Leased employees
- Employees compensated on a per diem basis
- Freelance employees
- Residents of Puerto Rico
- Relay, Inc., “event” employees
- Employees of nonparticipating Publicis Companies or groups of employees otherwise excluded under the terms of their employment

Additionally, independent contractors are not considered employees of a Publicis Company and are not eligible to participate in the Plan. An independent contractor generally works under the terms of a contract, does not work regularly for a Publicis Company, and does not have payroll tax withheld. Also, individuals who are employed and paid by a temporary agency and who perform work for a Publicis Company on a temporary basis are not eligible to participate in the Plan.

If You Transfer

If you are an Active Participant and transfer to a class of employees not eligible to participate in the Plan, your participation will cease until you transfer back to a class of employees eligible to participate in the Plan, but you will continue to receive service credit for vesting. You will be eligible to rejoin the Plan immediately upon your transfer to a class of employees eligible to participate in the Plan. You will be able to take in-service withdrawals (provided you are otherwise eligible for a particular withdrawal) but not loans. You will not, however, be eligible to receive a final distribution from the Plan until you terminate employment with all Publicis Companies worldwide.

How to Enroll

To enroll in the Plan to begin making pretax Salary Deferral Contributions, log on to Fidelity NetBenefits® at www.publicisbenefitsconnection.com by clicking “Enroll/Manage Your 401(k),” or log on directly at www.401k.com, or call a Fidelity Retirement Benefits Line representative at 1-800-835-5095. Follow these simple steps:

- **Visit Fidelity NetBenefits®** at www.publicisbenefitsconnection.com and click on “Enroll/Manage Your 401(k),” or go directly to www.401k.com.
- **Activate your username and password**, which you will use to access information from NetBenefits® or the automated voice response system (VRS). You can establish a username and password on NetBenefits® by clicking on “Register Now” for customers who have never logged in and following the directions.
- **Select the percentage of Eligible Compensation** you want to contribute each payroll period, up to \$17,000 for 2012. You may contribute up to 50% of your Eligible Compensation if you are not a Highly Compensated Employee. If you are a Highly Compensated Employee, you are limited to contributing 15% of your Eligible Compensation. However, this amount may change during a Plan Year depending on nondiscrimination testing results. We will advise you of any changes.
- **If you’re eligible for catch-up contributions**, select the amount (in whole dollars) per pay period you would like to contribute, up to \$5,500 for 2012.
- **Choose the investment option(s)** in which you want to invest your contributions in 1% increments up to 100%. If you do not select an investment mix, any contributions you make will be invested in a Fidelity Freedom K® Fund according to your birth date (see chart below).
- **Designate your Beneficiary** by selecting “Beneficiaries” in the Your Profile section.
- **Arrange for a rollover** of an eligible distribution from a previous employer’s qualified plan or an IRA. You can obtain a rollover form from NetBenefits® by clicking on the Plan name and visiting the Plan Information and Documents tab, directly through www.publicisbenefitsconnection.com or you may request one by calling the Fidelity Retirement Benefits Line at 1-800-835-5095.

If You Don’t Enroll within 30 Days of Your Date of Hire

If you don’t enroll in the Plan within 30 days of your date of hire or the date that you first become eligible to participate in the Plan, either by choosing a specific amount to contribute or by choosing specifically not to defer, you will be automatically enrolled in the Plan at a contribution rate of 5% of your pretax eligible earnings. Your contributions will be invested in the Fidelity Freedom K® Funds according to your date of birth.

Date of Birth Range	Retirement Date Range	Fund Name
12/31/1942 and earlier	Retired before 2002	Fidelity Freedom K® Income Fund
1/1/1943–12/31/1947	2003–2007	Fidelity Freedom K® 2005 Fund
1/1/1948–12/31/1952	2008–2012	Fidelity Freedom K® 2010 Fund
1/1/1953–12/31/1957	2013–2017	Fidelity Freedom K® 2015 Fund
1/1/1958–12/31/1962	2018–2022	Fidelity Freedom K® 2020 Fund
1/1/1963–12/31/1967	2023–2027	Fidelity Freedom K® 2025 Fund
1/1/1968–12/31/1972	2028–2032	Fidelity Freedom K® 2030 Fund
1/1/1973–12/31/1977	2033–2037	Fidelity Freedom K® 2035 Fund
1/1/1978–12/31/1982	2038–2042	Fidelity Freedom K® 2040 Fund
1/1/1983–12/31/1987	2043–2047	Fidelity Freedom K® 2045 Fund
1/1/1988 and later	2048 and later	Fidelity Freedom K® 2050 Fund

When You Can Make Changes

You may change your Salary Deferral Contribution percentage and redirect your contributions to different investment options within the Plan, as of any payroll period, on Fidelity NetBenefits® at www.publicisbenefitsconnection.com by clicking on “Enroll/Manage Your 401(k),” or by calling the Fidelity Retirement Benefits Line at 1-800-835-5095.

While participation in the Plan is highly encouraged, your enrollment and ongoing participation is voluntary. If you do not wish to contribute to the Plan, you may change your contribution rate to 0% at any time on NetBenefits® or by calling the Fidelity Retirement Benefits Line. Changes will go into effect as soon as administratively feasible.

Your Investment Options

To help you meet your investment goals, the Plan offers you a range of options. You can select a mix of investment options that best suits your goals, time horizon, and risk tolerance. The investment options available through the Plan vary from more conservative to more aggressive. A complete description of the Plan’s investment options and their performance, as well as planning tools to help you choose an appropriate mix, are available online at Fidelity NetBenefits® at www.publicisbenefitsconnection.com by clicking “Enroll/Manage Your 401(k).”

If you do not select the investment options for your account, any contributions made to your account are invested in the Fidelity Freedom K® Funds according to your birth date (see chart on previous page).

Changing Your Investments

You can request an exchange and make changes to how future contributions are invested virtually any time by logging on to NetBenefits® at www.publicisbenefitsconnection.com and clicking on “Enroll/Manage Your 401(k),” or by calling the Fidelity Retirement Benefits Line at 1-800-835-5095. Your new investment elections will be effective as of the close of business that day if your request is made before the close of the New York Stock Exchange (usually 4:00 p.m. Eastern time). If your request is made after this time or on a non-business day, such as weekends or holidays, your new investment elections will be effective as of the close of business on the next business day.

Fund Information

In addition to the description of investment alternatives available through Fidelity NetBenefits®, the following information is available for each fund, which may also be obtained by logging on to NetBenefits® at www.publicisbenefitsconnection.com and clicking on “Enroll/Manage Your 401(k),” or by calling the Fidelity Retirement Benefits Line at 1-800-835-5095:

- a description of the annual operating expenses of each investment alternative (e.g., investment management fees, administrative fees, transaction costs) that reduce the rate of return to Participants and Beneficiaries, and the aggregate amount of such expenses expressed as a percentage of average net assets of the designated investment alternative;
- copies of any prospectuses, financial statements and reports, and of any other materials relating to the investment alternatives available under the Plan, to the extent such information is provided to the Plan;
- a list of the assets composing the portfolio of each designated investment alternative that constitutes plan assets within the meaning of 29 CFR 2510.3-101, the value of each such asset (or the proportion of the investment alternative which it comprises), and, with respect to any asset that is a fixed-rate investment contract issued by a bank, savings and loan association, or insurance company, the name of the issuer of the contract, the term of the contract, and the rate of return on the contract;
- information concerning the value of shares or units in designated investment alternatives available under the Plan, as well as the past and current investment performance of such alternatives, determined, net of expenses, on a reasonable and consistent basis; and
- information concerning the value of shares or units in designated investment alternatives held in the account of the Participant or Beneficiary.

Voting Rights

As a Plan Participant, you have the ability to exercise voting, tender, and other similar rights for mutual funds in which you are invested through the Plan. Materials related to the exercise of these rights will be sent to you at the time of any proxy meeting, tender, offer, or similar rights relating to the particular mutual funds held in your account.

Your Account Statement

Your Plan statement is available at any time on Fidelity NetBenefits®. You can customize your account statement to reflect any date range within the past 24 months. If you would rather receive a quarterly paper statement, please log on to NetBenefits® at www.publicisbenefitsconnection.com and click on “Enroll/Manage Your 401(k),” or call the Fidelity Retirement Benefits Line at 1-800-835-5095 to make the request.

In addition to running an online statement, you can obtain your current account balance at any time on Fidelity NetBenefits® or by calling the Fidelity Retirement Benefits Line’s voice response system.

Managing Your Account

Because you are a participant in the Plan, information about your accounts, educational investment tools, and the ability to perform a host of transactions is at your fingertips and at your convenience, virtually 24 hours a day, 7 days a week.

Resources

Publicis Benefits Connection	www.publicisbenefitsconnection.com Click on “Enroll/Manage Your 401(k)” Available virtually 24 hours a day, 7 days a week	<ul style="list-style-type: none">• Link to Fidelity NetBenefits®• Plan updates and news• Rollover forms• Summary Plan Description
Fidelity NetBenefits®	www.401k.com Available virtually 24 hours a day, 7 days a week Can also be accessed through the Publicis Benefits Connection Web site	<ul style="list-style-type: none">• Account balances• Investment and Plan transactions*• Online Beneficiaries’ service• Planning tools• Forms• Prospectuses and other Plan literature• Calculators• Your account statement• Investment education workshops and resources
Fidelity Retirement Benefits Line voice response system (VRS)	1-800-835-5095 Available virtually 24 hours a day, 7 days a week	<ul style="list-style-type: none">• Account balances• Transactions, including loan and withdrawal modeling and requests*• Plan literature
Fidelity Retirement Benefits Line Representatives	1-800-835-5095 TDD: 1-800-847-0348 Monday through Friday, 8:30 a.m. to 8:00 p.m. local time	<ul style="list-style-type: none">• Transactions, including rollovers*• Account balances• Plan literature

* Transaction requests received after 4 p.m. Eastern time, or on weekends or holidays, will receive the next business day’s closing price.

Beneficiary Designation

When you first enroll in the Plan, it's essential that you complete a Beneficiary designation online through Fidelity NetBenefits® at www.publicisbenefitsconnection.com by clicking on "Enroll/Manage Your 401(k)." You may also request a Beneficiary designation form from the Fidelity Retirement Benefits Line at 1-800-835-5095.

In the event of your death, your Beneficiary(ies) will receive the total amount of your vested account balance that has not yet been distributed to you. If you are still employed by a Publicis Company at the time of your death, your account will become 100% vested if you are not already fully vested. If you are not married, you may name any person(s) you wish as your Beneficiary(ies). If you are not married and do not designate a Beneficiary, or your named Beneficiary does not survive you, payment will be made in a lump sum to your estate.

If you are married, your spouse automatically is the Beneficiary of your account. If your spouse predeceases you and you have not named another Beneficiary, payment will be made in a lump sum to your estate. If you are married and would like to name someone else other than your spouse as your Beneficiary, or as a Beneficiary in addition to your spouse, federal law requires you to obtain your spouse's written, notarized consent.

Even if you are married, it's a good idea to name a contingent Beneficiary—the person who will receive a benefit if your spouse predeceases you. You can designate contingent Beneficiaries on Fidelity NetBenefits®.

You may review or change your Beneficiary information at any time on Fidelity NetBenefits®. If you are married, your spouse must provide notarized consent to change your Beneficiary designation.

If you and your spouse get divorced, the designation of your spouse as your Beneficiary will be automatically revoked as of the date of divorce, and you will need to complete a new Beneficiary designation.



Contributions

The following types of contributions may be made to the Plan by you and the Company. Each type of contribution will be allocated to a separate account for you.

Salary Deferral Contributions

You may elect to make pretax Salary Deferral Contributions to the Plan in increments of 1%, up to 50% of your Compensation if you are not a Highly Compensated Employee. If you are considered a Highly Compensated Employee, you are limited to contributing 15% of your Eligible Compensation. However, this amount may change during a Plan Year depending on nondiscrimination testing results. We will advise you of any changes. You may not exceed the IRS annual limits, which are indexed periodically; see “Contribution Limits” for more information.

Automatic Enrollment

If you do not enroll in the Plan within 30 days of your hire or rehire date (either by specifying a contribution percentage or by specifically electing not to contribute), you will be automatically enrolled in the Plan at a rate of 5% of your Eligible Compensation.

If you are automatically enrolled in the Plan and want to discontinue contributions and withdraw all of the contributions already made, you may do so without penalty within 90 days after the first contribution is withheld from your pay. Contact the Fidelity Retirement Benefits Line at 1-800-835-5095 for more information on how to withdraw the contributions. Matching contributions on behalf of withdrawn salary deferral contributions will be forfeited from your account.

After 90 days, you may still discontinue your contributions but may not withdraw the contributions already made (other than as a loan or an in-service withdrawal, subject to tax and other penalties).

Changing Your Contributions

Your Salary Deferral Contributions will be automatically deducted from your paycheck each payroll period and credited to your Salary Deferral Account. You may increase, decrease, discontinue, or resume your contributions at any time. Changes will go into effect as soon as administratively feasible in approximately one to two pay periods. You may elect to stop making all contributions, effective as of any regularly scheduled payday of the Company.

Pretax Savings

Your contributions to the Plan are deducted from your Eligible Compensation on a pretax basis before federal (and usually state) income taxes are withheld, thereby reducing your taxable income. However, 401(k) contributions are subject to Social Security and Medicare taxes.

Additionally, your contributions and any related earnings grow tax deferred until you withdraw them from your account.

Matching Contributions

The Company helps your savings grow by matching your contributions to the Plan. As long as you are making Salary Deferral Contributions, the Company will match 100% of the first 3% of Eligible Compensation you contribute and 50% of the next 2% of Eligible Compensation you contribute to the Plan, up to a total of 4% of your Eligible Compensation per year. You are immediately eligible for matching contributions. If you do not make any Salary Deferral Contributions to the Plan, you will not receive any matching contributions.

True-up Contributions

To the extent that your Salary Deferral Contributions are limited at some date before the end of the Plan Year, but you have not received the appropriate maximum matching contribution (described in the preceding paragraph), taking into consideration all of your Salary Deferral Contributions, a “true-up” matching contribution will be made on your behalf. This “true-up” matching contribution will be made to all eligible Participants who are employed by the Company on the last day of the Plan Year. These matching contributions will be credited to your Matching Contributions Account generally during the first quarter of the following Plan Year or as soon as administratively feasible thereafter.

Catch-up Contributions

If you are at least age 50, or will reach 50 during the calendar year, and you are making the maximum Plan or IRS Salary Deferral Contribution, you may elect to make an additional “catch-up” contribution each pay period in whole dollar amounts (up to IRS annual limits, which are indexed periodically; see “Contribution Limits”). Please note that you must make a separate election each Plan Year to make catch-up contributions to the Plan. Catch-up contributions are not eligible for matching contributions.

If at the end of the calendar year your regular Salary Deferral Contributions do not reach the Plan contribution limit or the IRS annual dollar limit, some or all of your catch-up contributions will be recharacterized as regular Salary Deferral Contributions.

Rollover Contributions

If you participated in another employer’s eligible retirement plan or have a balance in an individual retirement account (IRA), you may be permitted to roll your qualified balances into the Plan.

You are permitted to roll over distributions from the following sources:

- Another employer’s 401(k) plan, 401(a) plan, 403(a) plan, or 403(b) plan
- A governmental 457(b) retirement plan account
- The eligible, taxable portion of an IRA (any monies in the IRA which were after-tax contributions cannot be rolled over)

After-tax contributions from any other plan or IRA may not be rolled into this Plan.

Assets rolled over from a prior employer’s plan or an IRA to the Plan will be maintained in a separate rollover account in your name. To initiate a rollover, visit Fidelity NetBenefits® at www.publicisbenefitsconnection.com, or call a Fidelity Retirement Benefits Line representative at 1-800-835-5095.

Other Contributions

Although after-tax contributions are not permitted to the Plan, you may have an after-tax account maintained in the Plan as a result of your participation in a prior plan of a Publicis Company that was merged into this Plan. Also, you may have other accounts maintained under the Plan if accounts have been transferred to this Plan from other qualified plans of a Publicis Company.

Additionally, if your Publicis Company has chosen to make profit sharing contributions to the Plan, a separate addendum outlining the provisions applicable to those contributions will be provided to you.

Contribution Limits

The IRS limits the amount of pretax contributions that can be made to a 401(k) plan each year. This limit applies to all 401(k) plans in which you participate in one calendar year, even if the plans are sponsored by different employers. You should notify your Plan Administrator and your Company's payroll department if you made pretax deferrals to another qualified plan and to this Plan during the same calendar year to ensure that you do not exceed the applicable annual IRS limit.

If you exceed the Salary Deferral Contribution limit in a calendar year, the excess amounts (plus earnings) must be returned to you no later than the April 15 following the calendar year of deferral. These returned amounts will be included in your income for the calendar year of deferral. If these excess amounts are not returned to you by that April 15, these amounts will be included in your income both in the year of the deferral and in the year they are distributed.

In addition to an annual dollar limit on your own pretax contributions, the Internal Revenue Code (IRC) places a number of other limits on the amount that you and the Company may contribute in any one year to the Plan. If you reach these limits, contributions on your behalf may be reduced. You will be notified if you are affected. The IRS periodically makes cost-of-living adjustments to these limits.

Internal Revenue Code (IRC) Limits

IRC 401(k) Maximum

The maximum amount that you can contribute to the Plan in Salary Deferral Contributions

- \$17,000 in 2012
After 2012, this limit may be adjusted annually

IRC Catch-up Maximum

The maximum amount that you can contribute in catch-up contributions

- \$5,500 in 2012
After 2012, this limit may be adjusted annually in \$500 increments

Maximum Annual Employer and Employee Contributions Combined

- 100% of your gross compensation or \$50,000, whichever is less (excluding catch-up contributions)
After 2012, this limit may be adjusted annually in \$1,000 increments

Eligible Compensation

- \$250,000 in 2012
After 2012, this limit may be adjusted annually in \$5,000 increments

Limits for Highly Compensated Employees

If you are a Highly Compensated Employee (as defined by the IRS), your Salary Deferral Contributions may also be limited as a result of the nondiscrimination testing that is required to be performed on the Plan. Your ability to contribute up to the 15% Plan limit or the annual IRS limit may be further restricted or the Plan limit may be increased based on the results of the test; we will advise you if it changes.



Vesting

Vesting Schedule

Vesting refers to the nonforfeitable interest you have in each of your accounts. You are always 100% vested in your contributions to the Plan, including the amounts in your:

- Salary Deferral Account
- After-Tax Account (if you participated in a prior Publicis Company plan with after-tax sources)
- Roth Account (if you participated in a prior Publicis Company plan with Roth 401[k] sources)
- Rollover Account
- QVEC Account (if you had a QVEC Account transferred from the Fallon, Inc. Profit Sharing Plan)

Matching contributions and any related earnings vest over time based on your years of vesting service:

Years of Service	Matching Contributions Vested Percentage
Less than 1	0%
1 to 2 years	25%
2 to 3 years	50%
3 to 4 years	75%
More than 4 years	100%

You automatically become 100% vested in the Matching Account if you are an active employee and reach your normal or early retirement date. Normal retirement date is the day you turn age 60; early retirement date is the day you turn age 55.

Additionally, you automatically become 100% vested in the Matching Account if you are an active employee, or on a leave of absence, and:

- Become totally and permanently disabled due to a physical or mental condition caused by bodily injury, disease, or mental disorder and have been approved for Social Security disability benefits
- Die. In the event of your death, your account will become 100% vested and your Beneficiary will be eligible to receive the full amount of your account balances



If You Were a Participant in a Previous Plan

If you were a participant in a Publicis Company plan that was merged into the Publicis Benefits Connection 401(k) Plan on or after January 1, 2005, any matching contributions made on your behalf to that plan will vest according to the schedule above or the one in effect under the prior plan, whichever is more favorable. Matching contributions made to this Plan beginning on the later of January 1, 2005, or the date your employer begins participating in the Plan will vest under the above schedule.

Additionally, your normal retirement date or early retirement date may be different as it pertains to your matching account from a prior plan. Contact Fidelity NetBenefits® at www.publicisbenefitsconnection.com, by clicking on “Enroll/Manage Your 401(k),” or call a Fidelity Retirement Benefits Line representative at 1-800-835-5095 for more information if you think this may apply to you.

Vesting Service If You Leave and Are Rehired

If you terminate employment with all Publicis Companies before you have fully vested in your Matching Account and are subsequently rehired, your vesting service will be affected as described below. For purposes of determining service for the Plan, a one-year break in service equals a 12-consecutive-month period, beginning on your Severance Date and ending on the anniversary of that date.

- If you are rehired prior to incurring a one-year break in service, your Period of Severance will be disregarded for purposes of vesting under the Plan.
- If you have fewer than five one-year breaks in service, any service you had before your break will count toward vesting in matching contributions made to your account after your rehire date if the length of your break is less than the length of your prior service.
- If you incur five one-year breaks in service before you are rehired, the vesting service you acquired before your break in service will be counted toward vesting in any matching contributions made prior to the break in service. However, your service after your break will not be counted toward vesting in your prior matching contributions. In addition, your service prior to the break will be counted toward vesting in matching contributions made to your account after the break in service.

In order for your service before your break to be counted, your employment must have been during a time when the company was a Publicis Company. If a Publicis Company did not own the company where you worked prior to your break in service, your service before your break will not be counted regardless of the length of the service or the break.

How Vesting Service Is Affected by Breaks in Service

If Your Period of Severance Equals	Vesting Service for Matching Contributions Made BEFORE Your Termination of Employment	Vesting Service for Matching Contributions Made AFTER Your Rehire
Less than 1 year	<ul style="list-style-type: none"> • Service continues to accrue as if you had never been gone (unless you already received a distribution and do not pay it back) 	<ul style="list-style-type: none"> • Service prior to the severance period is included • Service after your rehire is included
More than 1 year but less than 5 years	<ul style="list-style-type: none"> • Service prior to the severance period continues to be included (unless you already received a distribution and do not pay it back) • Service after your rehire is included if your break in service period was less than your prior vesting service period (unless you already received a distribution and do not pay it back) 	<ul style="list-style-type: none"> • Service prior to the severance period is included <i>if your break in service period was less than your prior vesting service period</i> • Service prior to the severance period is not included <i>if your break in service period was longer than your prior vesting service period</i> • Service after your rehire is included
5 years or more and you were partially or fully vested when you left	<ul style="list-style-type: none"> • Service prior to the severance period will be included (unless you already received a distribution and do not pay it back) • Service after you are rehired is not included 	<ul style="list-style-type: none"> • Service prior to the severance period is included • Service after your rehire is included



Accessing the Money in Your Account

Loans

Although your Plan account is intended for the future, you may borrow from your vested account balance for any reason while you are an active employee. You then pay the money back to your account, plus interest, through after-tax payroll deductions. Unlike a withdrawal, any money you borrow and repay is not taxed as income to you and is not subject to any penalties. Loan repayments, including interest, will be invested in the same investment options you have elected for your contributions at the time of the repayment.

If you are an Active Participant and transfer to a class of employees not eligible to participate in the Plan, you will not be able to take a new loan.

How Much You Can Borrow

You may borrow up to 50% of your total vested account balance. The minimum loan amount is \$1,000 and the maximum loan amount is \$50,000 (reduced by the highest outstanding loan balance during the 12 months preceding the loan). Up to 50% of your vested account balance will be considered collateral for the borrowed amount.

You may only have two loans outstanding at a time. This limit includes any loans you may have outstanding under a prior Publicis Company plan that was merged into this Plan on or after January 1, 2005.

How to Apply

You may request a general loan online through Fidelity NetBenefits® at www.publicisbenefitsconnection.com, by clicking on “Enroll/Manage Your 401(k).” Log in to the Savings & Retirement tab, then view your account. On the left, click “Loans or Withdrawals” and follow the instructions. Or you may apply by calling the Fidelity Retirement Benefits Line at 1-800-835-5095.

If you are applying for a home loan (a loan used to buy or construct your principal residence), you can obtain a loan application and instructions for how to apply by calling the Fidelity Retirement Benefits Line at 1-800-835-5095. You must return the application form together with any required paperwork.

Your assets will be liquidated proportionately from each account and each investment option. If your loan is for five years or less, your loan will be effective as of the close of business on any business day if your request is made prior to the close of the New York Stock Exchange (usually 4:00 p.m. Eastern time) on that day.

If your request is made after this time or on a non-business day, such as weekends or holidays, your loan will be effective as of the close of business on the next business day.

If your loan is approved, then once it is processed, Fidelity will send a loan check and a “Truth in Lending” disclosure document to your home address. When you endorse and cash the check, you are signing a promissory note that signifies acceptance of the loan and authorizes irrevocable payroll deductions as indicated on the note until the loan is paid in full. If you have established the electronic funds transfer (EFT) service and provided bank account information, you can choose to receive a direct deposit of funds.

Repaying Your Loan

The interest rate on your loan will be based on the prime rate on the last business day of the prior calendar quarter plus 1%. Both interest and principal will be deducted from your pay and deposited back into your account as you repay the loan. Remember that interest paid on a Plan loan does not qualify as a deduction on your federal income tax return, even if the loan is used to buy or renovate your home.

Generally, you have up to five years to repay a general loan. Your repayment period for a home loan must be no longer than 10 years. The actual duration of your loan will be determined when the loan is granted. Your loan payments will be deducted automatically from your pay for the duration of your loan agreement. Normally, payroll deductions will begin as soon as administratively possible. You may repay the loan balance in full at any time; however, partial prepayments are not accepted.

If You Leave the Company

If you terminate employment with all Publicis Companies for any reason, including retirement, the unpaid principal and interest on any outstanding loan will become immediately due, except if you elect not to take a distribution of your account.

If you leave your account balance in the Plan, you may continue repaying your loan in monthly payments to Fidelity. Within the first month of your separation, you will receive instructions from Fidelity to establish bank account information on your Plan account. This will allow you to use the Automated Clearing House (ACH)* Network to transfer funds electronically from your bank account to repay your loan. If you choose not to utilize the ACH repayment option, you may contact the Fidelity Retirement Benefits Line at 1-800-835-5095 to request a loan coupon book with instructions for continuing to make repayments. Coupon payments may be made via personal check, certified check, or money order. If you elect to use a loan coupon book, you will still have the opportunity to place your banking information on file with Fidelity and make repayments electronically.

To make a full lump-sum payment, send a certified check or money order, made payable to FIIOC, to:

Fidelity Investments
P.O. Box 770001
Cincinnati, OH 45277-0018

Overnight mailing address:

Fidelity Investments
100 Crosby Parkway
Mailzone: KC1F-C
Covington, KY 41015

If you do not repay the loan in full or set up continued payments with Fidelity within 90 days after you terminate employment, the loan will be treated as a taxable distribution.

If You Take an Unpaid Leave of Absence

Your loan repayments will be suspended for the lesser of the duration of your leave or 12 months. When you return to work or at the end of the 12-month period, whichever is earlier, your loan will be reamortized and you will be required to resume loan repayments.

If you are on an approved military leave of absence, your loan repayments will be suspended for the duration of your military leave. On your return to employment, you may request an extension on your loan repayments equal to the amount of time that you were on military leave.

Federal regulations require that your loan interest rate be capped at 6% while you are on a military leave of absence. Accordingly, any payments made during your military leave will reflect a maximum 6% interest rate (but will not be increased if your loan interest rate was lower than 6% at the time of your military leave). Upon your return to work, your interest rate will revert to the original rate that was in effect prior to your leave, if applicable. For more information, please contact a Fidelity Retirement Benefits Line representative at 1-800-835-5095.

**Debits will be processed through the Automated Clearing House (ACH) Network. The ACH Network is an electronic payment network used by individuals, corporations, businesses, financial institutions, and government entities. The ACH Network is governed by the National Automated Clearing House Association (NACHA).*

To make a full lump-sum payment, send a certified check or money order, made payable to FIIOC, to:

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Overnight mailing address:

Fidelity Investments
100 Crosby Parkway
Mailzone: KC1F-C
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Defaulted Loans

If you fail to repay your loan based on the original terms of the loan, your loan will be considered delinquent. You will receive a warning letter at your address of record that details the past due amount and the deadline by which you must repay the delinquent amounts. If you do not repay all delinquent amounts within the deadline specified in your warning letter, your loan will be considered in “default” and treated as a distribution. Distributions may be subject to income tax and possibly to a 10% early withdrawal penalty. Defaulted loans may also impact your eligibility to request additional loans.

Withdrawals While You’re Employed

While you are employed, you can access your account balances through in-service withdrawals in certain situations. Please keep in mind that withdrawals are subject to income taxes and possibly subject to a 10% early withdrawal penalty. If you are an Active Participant and transfer to a class of employees not eligible to participate in the Plan, you may still take an in-service withdrawal (as long as you otherwise meet the requirements for the type of withdrawal).

For This Account	You Can Request a Withdrawal For
401(k) Salary Deferral Contributions*	Hardship reasons prior to age 59½ Any reason after age 59½
Catch-up Contributions*	Hardship reasons prior to age 59½ Any reason after age 59½
Roth Account*	Hardship reasons prior to age 59½ Any reason after age 59½
Vested Matching Account	Any reason after age 59½
Rollover Account	Any reason at any time
After-Tax Account	Any reason at any time
Fallon QVEC Account	Any reason at any time
Gramercy Matching Account	Any reason at any time
MBC Deferral and Matching Account	Disability
Razorfish Accounts	Disability
Amazon Accounts	Disability

* Earnings on Salary Deferral Contributions, Catch-up Contributions, and Roth Accounts are not eligible for a hardship withdrawal.

Hardship Withdrawals

In the event that you experience a financial hardship, you may request a withdrawal from your Salary Deferral Contributions, Catch-up Contributions, and Roth Accounts (but not the earnings on those contributions or accounts). To be eligible to receive a hardship withdrawal, you must have exhausted your ability to borrow from the Plan, and you must have withdrawn all amounts currently available to you under the Plan (see “Other In-Service Withdrawals,” below). In addition, the hardship withdrawal must be for an immediate and heavy financial need that cannot be satisfied by using other means that reasonably are available to you.

Your request for a hardship withdrawal must describe the hardship for which the withdrawal is requested. The maximum amount you may request to withdraw is the total of the amount needed to meet your hardship plus enough to pay any applicable taxes and penalties upon the withdrawal.

The following circumstances will qualify as an immediate and heavy financial need:

- Unreimbursed medical expenses incurred by, or necessary to obtain medical care for, you, your spouse, or your dependents
- The purchase (not including mortgage payments) of your primary residence
- Payment of tuition, related educational fees, and room and board expenses for the next 12 months for postsecondary education for you, your spouse, children, or dependents
- The need to prevent eviction from, or foreclosure on the mortgage of, your primary residence
- Payment of burial or funeral expenses for your parents, your spouse, or your dependents
- Payment for expenses to repair damages to your primary residence that would qualify for a casualty deduction
- Any other situation permitted by the Commissioner of the IRS as a “safe harbor hardship”

How to Apply for a Hardship Withdrawal

To request a withdrawal, you can visit Fidelity NetBenefits® or contact a Fidelity Retirement Benefits Line representative at 1-800-835-5095. Representatives are available from 8:30 a.m. to 8:00 p.m. (local time), Monday through Friday. You will be asked to answer questions and verify that you have documentation to substantiate the financial hardship. If your request for a hardship withdrawal is approved, a check will be mailed to your home. If you have established the electronic funds transfer (EFT) service and provided bank account information, you can choose to receive a direct deposit of funds.

If you receive a hardship withdrawal, you will be prohibited from making 401(k) Salary Deferral Contributions or catch-up contributions for six months following the month in which you take the distribution.

Other In-Service Withdrawals

Withdrawals from Your Rollover and After-Tax Accounts. While employed, you may request a withdrawal of all or any part of your Rollover Account (and earnings) or After-Tax Account (and earnings) for any reason and at any time.

If You Are Age 59½ or Older. If you are still employed by the Company and age 59½ or older, you may withdraw all or any portion of your vested account balances from any source for any reason and at any time, without having to pay tax penalties.

If You Have a Fallon QVEC Account or Gramercy Matching Account. While employed, you may request a withdrawal of all or any part of your Fallon QVEC Account (and earnings) or Gramercy Matching Account (and earnings) for any reason and at any time.

If You Have an MBC Deferral Account or MBC Matching Account. While employed, you may request a withdrawal of all or any part of your MBC Deferral Account or MBC Matching Account if you have a disability and if you were employed by Medical Broadcasting, LLC or Current Communications Company on or before December 31, 2006. For this purpose only, “disability” means the inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months.

If You Have Razorfish Accounts. While employed, you may request a withdrawal of all or any part of your Accounts transferred from the Razorfish, LLC Retirement Savings Plan if you have a total and permanent disability. For this purpose only, “total and permanent disability” means a physical or mental condition resulting from bodily injury, disease, or mental disorder which renders you incapable of continuing usual and customary employment with your employer.

If You Have Amazon Accounts. While employed, you may request a withdrawal of all or any part of your Accounts transferred from the Amazon Advertising LLC 401(k) Profit Sharing Plan and Trust if you have a disability. For this purpose only, “disability” means the inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months.

How to Apply for a Non-Hardship In-Service Withdrawal

You may request an in-service withdrawal online through Fidelity NetBenefits® at www.publicisbenefitsconnection.com by clicking on “Enroll/Manage Your 401(k),” or by calling the Fidelity Retirement Benefits Line at 1-800-835-5095.

Your withdrawal will be effective as of the close of business, if your request is made before the close of the New York Stock Exchange (usually 4:00 p.m. Eastern time) on that day. If your request is made after this time or on a non-business day, such as weekends or holidays, your withdrawal will be effective as of the close of business on the next business day.

Fidelity will mail the withdrawal check to you as soon as administratively possible, usually 7–10 business days after the withdrawal request has been processed.



Distribution of Benefits

When You're Eligible for a Distribution

The value of your vested account balance is payable to you upon your:

- **Termination of employment.** If you terminate your employment with the Company before you reach retirement age, you will have access to the value of your vested account balances, including your Salary Deferral Contributions, Catch-up Contributions, and Rollover Contributions and any related earnings, plus the value of any vested matching contributions and their investment earnings.
- **Normal or early retirement.** If you retire at age 60 for normal retirement, or age 55 for early retirement, you are entitled to a distribution of the full value of your account balances.
- **Disability while employed by the Company.** If you retire or terminate your employment due to a total and permanent disability, as determined by the Social Security Administration, you are entitled to a distribution of the full value of your account balances.
- **Death.** In the event that you die while actively employed by the Company, your Beneficiary is entitled to receive the full value of your account, even if you were not 100% vested before your death.

Vested Account Balance

Your vested Plan account balance is the total of your:

- Salary Deferral Contributions, plus any applicable earnings
- Catch-up Contributions, plus any applicable earnings
- After-Tax Account, plus any applicable earnings
- Roth Account, plus any applicable earnings
- Rollover Contributions, plus any applicable earnings
- Fallon QVEC Account (where applicable), plus any applicable earnings
- Gramercy Matching Account (where applicable), plus any applicable earnings
- MBC Deferral and Matching Account (where applicable), plus any applicable earnings
- Vested Matching Contributions, plus any applicable earnings

Forms of Distribution

Accounts Valued at \$1,000 or Less

If you retire, or terminate employment for any other reason, and the value of your account is \$1,000 or less (including the amount, if any, in your Rollover Account), and you do not request a distribution or rollover to another plan or an IRA, your account balance will be distributed to you in a lump sum as soon as administratively possible after the deadline for you to elect a distribution, but generally no later than 60 days after the end of the Plan Year in which you retire or terminate employment for any reason.

Accounts Valued at More Than \$1,000

If you retire or terminate employment for any other reason, and the value of your vested account balance is greater than \$1,000 (including the amount, if any, in your Rollover Account), you may decide to take a lump-sum distribution as cash, roll over your balance to an individual retirement account (IRA) or qualified employer plan, or leave your money in the Plan until a later date. If you choose to leave the money in the Plan, you will be required to take a distribution no later than the April 1 of the calendar year following the year in which you reach age 70½, as explained below.

Please note that if you choose to take a cash distribution, you will be required to pay income taxes and possibly an additional early withdrawal penalty. See “Important Information about Taxes” for more information.

If you do not request a distribution or rollover to another plan or an IRA when you first have the opportunity, your account balance will remain in the Plan until you request a distribution or rollover. However, if your account balance falls below \$1,000 at a later time, it may be distributed to you pursuant to the previous section.

You will receive information regarding your right to a distribution that includes a description of your right to defer receipt of the distribution and describes the consequences of failing to defer receipt of the distribution.

Rollovers to Another Eligible Plan

You may elect to have an “eligible rollover distribution” of any or all of your vested account balance rolled over to an individual retirement account (IRA) or another eligible retirement plan, such as an eligible employer plan. If a distribution qualifies as an eligible rollover distribution, 20% of the distribution will be withheld for federal taxes unless the distribution is directly rolled over to an individual retirement account (IRA) or another qualified plan. See “Important Information about Taxes.” Spouses and non-spouse Beneficiaries may also roll over any distribution they receive due to your death to an individual retirement account (IRA).

No matter what your balance is, before you receive a distribution you will receive a detailed description of the withholding and direct rollover rules as well as instructions on how to request a distribution.

Death Benefits

If you die before the payment of your benefits begins, your vested account balances will be paid to your Beneficiary, generally as soon as administratively feasible after your death. If you are still employed by a Publicis Company at the time of your death, your account will become 100% vested if you are not already fully vested. If your Beneficiary is your surviving spouse, distributions will begin no later than December 31 of the calendar year immediately following the calendar year of your death. Your surviving spouse may also elect to defer distribution until December 31 of the calendar year in which you would have attained age 70½.

If you die and do not have a Beneficiary designation on file, or your designated Beneficiary predeceases you, your entire vested account balances must be distributed to your spouse or, if you do not have a spouse at the time of your death, to your estate, by the end of the fifth year following the year in which you die.

Minimum Required Distribution

If you choose to leave your assets in the Plan after you terminate employment, when you reach age 70½ the IRS requires that you begin taking a minimum required amount from your accounts for the calendar year in which you reach age 70½. This required amount is calculated using the value of your Plan accounts as of the end of the year prior to the distribution, as well as a divisor provided in IRS tables based on your age (and in certain cases, the age of your spousal Beneficiary). You may defer taking the first required distribution until no later than April 1 of the calendar year following the calendar year in which you reach age 70½ or, if you remain an employee, you may defer your minimum required distribution until April 1 of the year after you terminate your employment.

Important Information about Taxes

The Company is required by law to withhold taxes on payments made from the Plan according to federal and state withholding rules in effect at the time distribution is made. Under IRS rules, if you receive a lump-sum benefit from the Plan, the Company is required to automatically withhold 20% of the amount, payable toward your federal tax liability for that year. You can avoid the 20% withholding by having the money directly rolled over into another employer's plan or an individual retirement account (IRA).

Even if you receive a distribution less the 20% withholding, in some cases you may be able to continue deferring taxes on the money in your Plan account by rolling it over into a rollover IRA or your new employer's eligible employer plan. If the check is made out to you, you must roll over your entire distribution no later than 60 days after the date you receive it or your distribution will be subject to applicable taxes. In addition, if you wish to defer taxes on the entire distribution, you must add, or make up for, any amounts withheld.

Additionally, if you receive a withdrawal from the Plan before you reach age 59½, you will be responsible for a 10% early withdrawal penalty. This penalty does not apply in the following circumstances: you terminate employment during the year in which you reach age 55 or later; you become totally disabled; or you roll over your withdrawal or distribution into another employer's tax-qualified plan, Section 403(b) plan, or Section 457 plan of a non-governmental employer, or an IRA within 60 days (to avoid tax withholding and the 60-day rule, elect a direct rollover); or you receive a "qualified reservist distribution" while on active military duty under certain circumstances.



Other Information

Nondiscrimination Testing

The Actual Deferral Percentage (“ADP”) test and the Actual Contribution Percentage (“ACP”) test are nondiscrimination tests that the Plan must pass each Plan Year. If the Plan fails either test in a Plan Year, certain contributions made to the Plan by and on behalf of certain Highly Compensated Employees may be returned to them. Alternatively, if it appears to the Plan Administrator based on mid-year preliminary testing results that the Plan may be in danger of failing either test at year-end, certain Highly Compensated Employees may be restricted in the amount of their elective pretax contributions during the remainder of the calendar year in question. If you are affected by these tests, the Plan Administrator will notify you and give you an explanation of the tax consequences of the action.

Forfeitures

If you terminate employment, the non-vested portion of your account will be forfeited, generally when you take your distribution or after five one-year breaks in service if you do not take your distribution by then. These forfeitures will be used to reduce future employer contributions to the Plan.

If You Are Partially Vested

- If you have not taken a distribution and return to work before incurring five one-year breaks in service, your forfeited amounts will be restored.
- If you have taken a distribution and return to work before incurring five one-year breaks in service, your forfeited amounts will not be restored unless you repay your distribution to the Plan.
- If you have taken a distribution and return to work after incurring five one-year breaks in service, your forfeited amounts will not be restored.
- If you have not taken a distribution and return to work after incurring five consecutive one-year breaks in service, your forfeited amounts will not be restored.

Top-Heavy-Plan Rules

To ensure that the majority of benefits under the Plan are not being provided primarily to key employees of the Company, a determination is made each Plan Year as to whether the Plan is “top heavy.” If it is determined that the Plan is top heavy, you may be entitled to additional matching contributions. You will be notified if this is the case.

Temporary Account Freezes

Although generally you may make deferral and investment changes and request loans, in-service withdrawals, or (if you have terminated employment) a distribution of your account at any time, during a time when the Plan’s recordkeeper, investment provider, or investment lineup is being changed or if you have a potential “qualified domestic relations order” pending (see “Assignment of Benefits” in the Administrative Information section for more details), the Plan Administrator may designate a period of time during which no changes and/or no loans, withdrawals, or distributions may be made.



Administrative Information

Amendment of the Plan

The Company reserves the right to amend the Plan at any time. You will be kept informed of any material amendments to the Plan by updates to this Summary Plan Description.

Termination of the Plan

The Company intends to continue this Plan indefinitely. However, the Company reserves the right to terminate the Plan at any time. If a termination takes place, or if the Company discontinues making contributions to the Plan, you will have a 100% nonforfeitable interest in all of your Accounts

Pension Benefit Guaranty Corporation

Because this Plan is a defined contribution plan, benefits under the Plan are not insured by the Pension Benefit Guaranty Corporation.

Trust Fund

The Plan is an ERISA 404(c) defined contribution plan to which you and the Company make contributions to accounts held in your name in a trust. Because these assets are held in trust, they are not available to the Company or the creditors of the Company. The money in the Trust Fund is set aside for the exclusive benefit of Plan Participants and their Beneficiaries.

Claims and Appeals

If you, or your Beneficiary, believe you are entitled to a benefit from the Plan that you have not received, you or your Beneficiary may file a written claim for benefits under this Plan with the Plan Administrator at any time. If your claim is denied to any extent by the Plan Administrator, a written or electronic notification will be sent to you within 90 days after the Plan Administrator receives your claim. The 90-day claim review period may be extended to 180 days if special circumstances apply and notice is provided to you of the extension during the initial 90-day period.

If your request for Plan benefits is based on a claim that has been denied for an in-service withdrawal from an MBC Deferral or Matching Account, a Razorfish Account, or an Amazon Account (collectively, a "Disability Eligible Account") due to disability, the Plan Administrator will notify you of the decision no later than 45 days after the receipt of your claim, which may be extended for 30 days with advance written communication. If the Plan Administrator determines that, due to events beyond the control of the Plan, a decision cannot be rendered within the 30-day extension period, the Plan Administrator may seek an additional 30-day extension. In this situation, the Plan Administrator will communicate to you, within the first 30-day extension period, the circumstances requiring the additional extension and the date a decision may be expected. If the Plan Administrator gives you notice that you need to provide additional information regarding your claim, you must do so within 45 days of that notice.

The Plan Administrator's written notice will:

- State the specific reason or reasons why your claim was denied
- Reference the specific provisions of the Plan on which the decision was reached
- Describe any additional information or material necessary to correct your claim and an explanation of why such material or information is necessary
- If the claim has been denied for an in-service withdrawal from a Disability Eligible Account due to disability and the denial relates to the disability, the specific rule, guideline, protocol or other similar criterion relied upon to make the adverse determination (if any), or a statement that such a rule, guideline, protocol or other similar criterion was relied upon and that a copy of the same will be provided to you free of charge
- If the claim has been denied for an in-service withdrawal from a Disability Eligible Account due to disability and the denial related to the disability, an explanation of the scientific or clinical judgment, applying the terms of the Plan to your circumstances, if your claim is based on a medical necessity or experimental treatment, or a statement that such explanation will be provided to you free of charge
- Explain the appeal procedure described in the following paragraph

If your claim is denied, you will then be permitted to proceed to the appeal stage described below.

You, or your Beneficiary, have the right to appeal the Plan Administrator's decision by submitting a written application to the Plan Administrator within 60 days (180 days for claims relating to an in-service withdrawal from a Disability Eligible Account due to disability) after your receipt of written notification of the denial. You may inspect documents relating to your claim, and you may submit written comments, documents, records, and other information to support your claim.

For claims relating to an in-service withdrawal from a Disability Eligible Account due to disability, the Plan Administrator will assign an individual to conduct the appeals review who (a) was not involved in the initial review, and (b) is not subordinate to the individual who made the initial benefit determination. The review will be handled independently of the findings and decision made regarding your initial claim. If your claim requires a medical judgment (including whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate), the individual conducting the appeals review will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. Health care professionals consulted during the initial review, or their subordinates, will not be consulted for the appeals review. You will be provided the identity of any health care professionals consulted during the appeals review, whether or not their advice was relied upon in making the benefit determination.

Within 60 days (45 days for claims relating to an in-service withdrawal from a Disability Eligible Account due to disability) after your appeal is filed with the Plan Administrator, or within 120 days (90 days for claims relating to an in-service withdrawal from a Disability Eligible Account due to disability) if special circumstances require additional time (and if notice of the extension is provided to you within the initial applicable period), the Plan Administrator will issue you a written or electronic notice that includes reasons for its decision on appeal. The Plan Administrator's determination will be a full and fair review that takes into account all comments, documents, and other information you submit relating to the claim, regardless of whether such information was considered in the initial claim determination.

The Plan Administrator's written notice will:

- State the specific reason or reasons why your appeal was denied
- Reference the specific provisions of the Plan on which the decision was reached

- Remind you that you are entitled to receive, upon request and free of charge, reasonable access to (and copies of) all documents, records, and other information relevant to your claim and appeal
- Remind you that you may file suit in federal court under ERISA Section 502(a)
- If the claim has been denied for an in-service withdrawal from a Disability Eligible Account due to disability and the denial relates to the disability, the specific rule, guideline, protocol or other similar criterion relied upon to make the adverse determination (if any), or a statement that such a rule, guideline, protocol or other similar criterion was relied upon and that a copy will be provided to you free of charge
- If the claim has been denied for an in-service withdrawal from a Disability Eligible Account due to disability and the denial related to the disability, an explanation of the scientific or clinical judgment, applying the terms of the Plan to your medical circumstances, if your claim is based on a medical necessity or experimental treatment, or a statement that such explanation will be provided to you free of charge
- If the claim has been denied for an in-service withdrawal from a Disability Eligible Account due to disability and the denial related to the disability, a statement discussing options for alternative dispute resolution and who to contact to learn more

If your claim is denied on review, you will then be permitted to file suit in federal court if you wish. **You must follow both stages of the claims procedures described herein before you are allowed to file suit.**


Your Rights under USERRA and Related Laws

Under the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), if you return to active work following a USERRA-recognized military service leave, you have certain rights regarding your participation in the Plan.

Upon returning from a qualified military leave, you have the right to make up contributions you would have made to the Plan for the period of time contributions were not made due to the qualified military leave. These contributions will be made to the Plan from Eligible Compensation paid following your qualified military service.

These additional contributions will be based on the amount of Eligible Compensation that you would have received if you were not on a military leave, and will be subject to the provisions of the Plan in effect during the applicable period of military service. These contributions may be made during the period beginning on the date of your reemployment following military service, and ending on the date that is the earlier of five years from the date of reemployment or a period equal to the length of military service multiplied by three.

Additional contributions made due to military leave shall not be taken into account in the year in which they are made for purposes of any limitation or requirement identified in Section 414(u)(1) of the IRC. However, these special contributions, when added to contributions previously made, shall not exceed the applicable limits in effect during the period of military service, if you continued to be employed by the Company during that period. In addition, payments on any loan or loans outstanding during the period of military service will be suspended for the duration of your military leave, and upon return to work, loan payments may be extended for a period of time equal to the period of qualified military service, if you request.



If you die or become disabled (as defined by Plan provisions) while performing qualified military service, you will be treated as if you had resumed active employment on the day before your death or disability and you or your Beneficiary will be entitled to the additional contributions described above, in accordance with the provisions of Section 414(u)(9) of the IRC.

You also have the right to take a distribution of your Salary Deferral Contributions if you are a member of a reserve unit called or ordered to active duty for a period of more than 179 days or for an indefinite period while you are on such active duty. The 10% early withdrawal penalty that might otherwise be applicable to such distributions shall not apply.

After your active duty ends, you may choose to repay the distribution(s) you received into an individual retirement plan such as an IRA. These repayments may be made at any time for a period of two years from the day after your last day of active duty. These repayments are not taken into account in the year in which they are made for purposes of any limitations or requirements otherwise applicable to IRA contributions.

You may also have a right to take a distribution of your account while you are performing qualified military service, regardless of whether you were a reservist. If you elect to take a distribution during this time, you will be prohibited from making 401(k) Salary Deferral Contributions or catch-up contributions for six months following the month in which you take the distribution.

If you die while performing qualified military service, your Beneficiary will be entitled to any additional applicable benefits that might be provided under the Plan had you resumed employment and then terminated employment due to your death.

Effective January 1, 2009, any differential wage payments made to you by your employer as a result of your qualified military leave will be counted as part of your Eligible Compensation.

If you think you have been or may be affected by these provisions, you should contact a Fidelity Retirement Benefits Line representative at 1-800-835-5095.

Your Rights under ERISA

Receive Information about Your Plan and Benefits

As a Participant in the Publicis Benefits Connection 401(k) Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan and copies of the latest annual report (Form 5500 Series). The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have the right to receive a benefit at your normal retirement age and, if so, what your benefits would be at normal retirement age if you stop working now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Prudent Action by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and Beneficiaries. No one, including the Company, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a retirement benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court.

If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Plan Documents

Copies of the Plan document and trust agreement are available for your inspection during regular working hours at the following:

Administrative Committee
c/o Re:Sources USA
Benefits Department
35 West Wacker Drive
Chicago, IL 60601

You may also request copies of the Plan document and trust agreement at any time by sending a request to the address above. You may be charged a fee for these copies.

This Summary Plan Description is available online at any time at www.publicisbenefitsconnection.com under the Guides/Forms section.



ERISA 404(c) Plan

The Publicis Benefits Connection 401(k) Plan is intended to constitute a plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA) and Title 29 of the Code of Federal Regulations, Section 2550.404c-1, in that the fiduciaries of the Plan may be relieved of liability for any losses that are the direct and necessary results of investment instructions given by a participant or Beneficiary. This means that you are responsible for the investment decisions that you make regarding your Accounts in the Plan.

All contributions to the Plan are kept in the Trust.

You may direct the Plan Administrator to invest the contributions you make and those made for you by the Company in one or more of the investment options available under your Plan. See “Your Investment Options” to learn how to request fund prospectuses and other information about your investment alternatives.

Assignment of Benefits

Benefits under the Plan are intended only for you (or if you die, your Beneficiary). Except as may be required under what is called a “qualified domestic relations order” or a judgment, neither you nor your Beneficiary can transfer, assign, or pledge any of your Plan benefits.

Qualified Domestic Relations Order

In general, a qualified domestic relations order (QDRO) is a domestic relations order issued by a court that assigns to an alternate payee the right to receive all or a portion of the amounts payable to a participant under a qualified retirement plan. In order for a domestic relations order to be “qualified,” the order must be determined to meet certain requirements under the Internal Revenue Code and ERISA.

In determining whether a domestic relations order submitted to the Plan is “qualified,” the Plan Administrator follows the Plan’s QDRO Procedures. You may obtain a copy of the Plan’s procedures for processing qualified domestic relations orders without charge on NetBenefits® at www.publicisbenefitsconnection.com by clicking on “Enroll/Manage Your 401(k),” or else by calling a Fidelity Retirement Benefits Line representative at 1-800-835-5095.

Judgments

Your Account may also be offset if you are ordered or required to pay an amount to the Plan under certain judgment or settlement agreements.

Not an Employment Contract

No provision of the Plan or this Summary Plan Description gives any employee any right to continued employment, prohibits changes in the terms of employment of any employee, or prohibits the termination of any employee’s employment.

Plan Directory

Plan Name	Publicis Benefits Connection 401(k) Plan
Plan Number	002
Plan Sponsor Name and Address	MMS USA Holdings, Inc. c/o Re:Sources USA Benefits Department 35 West Wacker Drive Chicago, IL 60601
Plan Sponsor Telephone Number	1-800-933-3622
Employer Identification Number	36-2677628
Other employers related to the Plan Sponsor who also contribute to the Plan	MMS USA Holdings, Inc., companies who have adopted the Plan
Type of Plan	401(k) Defined Contribution Plan
Type of Administration	Administration by the Administrative Committee
Plan Year	January 1 through December 31
Plan Administrator, Address and Telephone Number	Administrative Committee c/o Re:Sources USA Benefits Department 35 West Wacker Drive Chicago, IL 60601 1-800-933-3622
Recordkeeper Name, Address and Telephone Number	Fidelity Institutional Retirement Services Company, Inc. 82 Devonshire Street Boston, MA 02109 1-800-835-5095
Trustee Name and Address	Fidelity Management Trust Company (FMTC) 82 Devonshire Street Boston, MA 02109
Agents for Service of Legal Process	Service of legal process may be made upon the Plan Administrator or the Trustee at the addresses shown above.



PUBLICIS

The information contained herein has been provided by Publicis and is solely the responsibility of Publicis.

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