

2026 Summary Plan Description (SPD)

for Publicis Life & AD&D

January 1, 2026

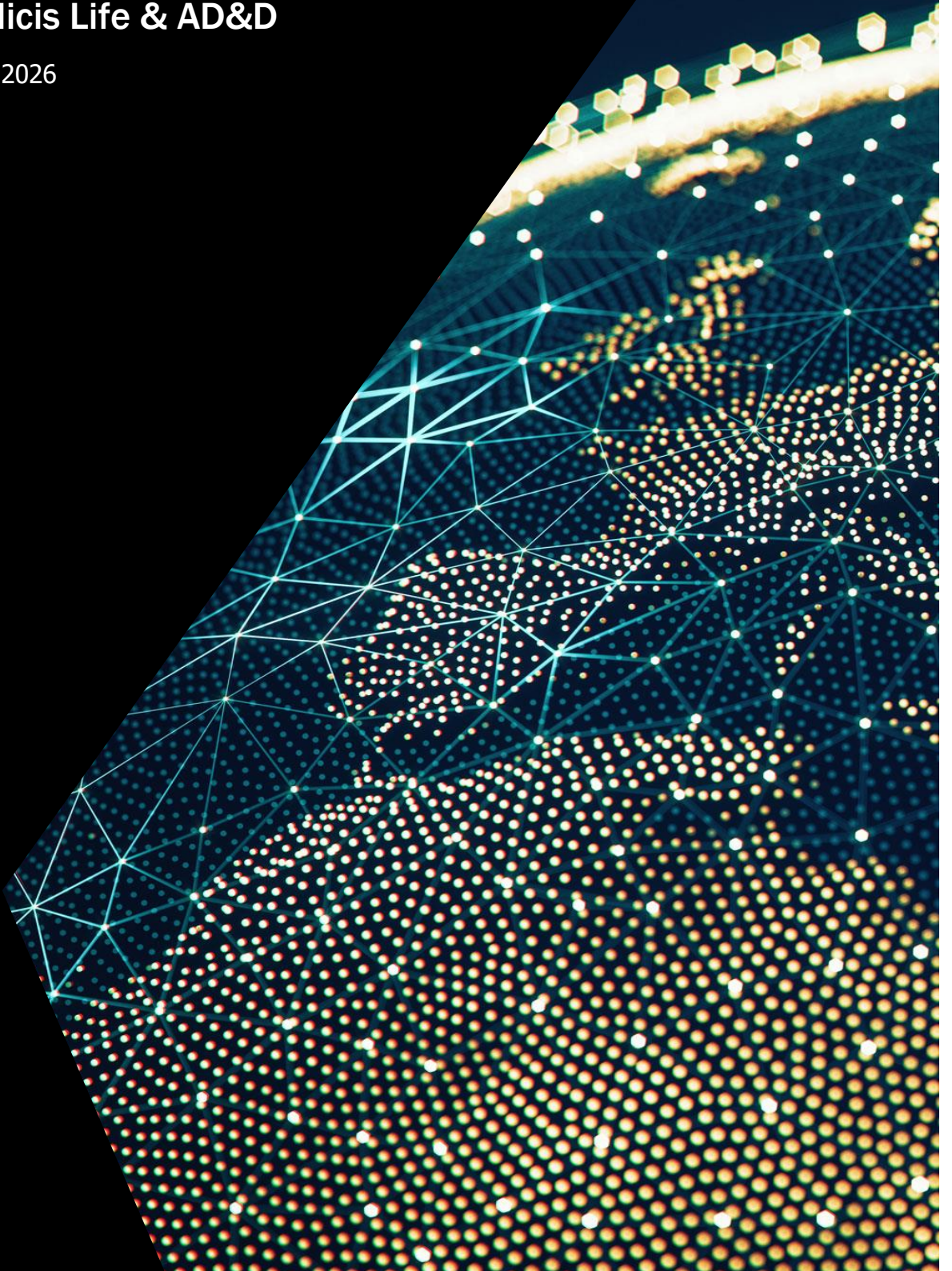


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Your Group Life Insurance Coverage

To help you protect your financial security, the Publicis Connections Health & Group Benefits Program (the “Program” or the “Plan”) sponsored by MMS USA Holdings, Inc. (the “Company”) offers you the option of two levels of employee life insurance coverage: basic and supplemental. In addition, you have the flexibility to cover your eligible dependents and protect yourself and your family with Optional Accidental Death and Dismemberment (AD&D) coverage. Coverage will be provided by **Prudential** Insurance Company.

This Summary Plan Description (SPD) together with the Administrative Information Summary Plan Description describes the basic features of the Group Employee and Dependent Life Insurance Plans and the Optional Accidental Death & Dismemberment Plan, how these plans operate, and how you can get the maximum advantage from these programs. These documents, together with other SPDs of Plan benefits, together with any plan-related document issued by an insurer, constitute a Plan and SPD. This document describes the Plan provisions as they exist as of January 1, 2026. If any statement, oral or written, made on behalf of the Plan disagrees with this Plan and SPD, as interpreted in the sole discretion of the Plan Administrator, the Plan Administrator’s decision will govern.

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

Eligibility

Employee

You're eligible to participate in the Plan if you meet all of the following:

- You're a U.S.-based employee;
- You're a full-time or part-time employee working a regular schedule of at least 21 hours per week;
- You're an employee of a subsidiary of MMS USA Holdings, Inc. (the "**Company**") that has adopted the Program;
- You are not a Leo Burnett or Starcom executive covered under a company-paid executive life insurance policy;
- You are not eligible for coverage under a plan sponsored by a union pursuant to an agreement or understanding between the Company and a union; and
- Your class of employees has not been excluded from this or a predecessor plan.

Please contact your local HR Representative or the Publicis Re:Sources USA Benefits Department if you're unsure of whether your business unit participates in the Program or if you are a member of an eligible class of employees.

If an individual is not considered to be an "employee" for purposes of employment taxes and wage withholding, a subsequent determination by the employer, any governmental agency or a court that the individual is a common law employee, if such determination is applicable to prior years, will not have a retroactive effect for purposes of eligibility to participate in the Program.

Your Eligible Dependents

You may elect coverage for your eligible dependents. Your eligible dependents include:

- **Spouse**, your spouse includes the individual to whom you are legally married (determined in accordance with applicable state law). The Program considers as a spouse your civil union partner in those states that recognize civil unions but that do not recognize same-sex marriage.
- While the program recognizes civil unions in the states that allow them, federal law does not consider a civil union a spousal relationship. Accordingly, the provisions of your benefits subject to certain federal laws (e.g. coordination of benefits with Medicare) do not recognize same-sex or opposite-sex civil unions. Note that under federal law a "common law spouse" will be recognized as a spouse only if relevant state law recognizes the person as a spouse despite the lack of a formal marriage.
- You may be required to provide (if requested) a copy of your marriage license.
- If you live in a state in which common law marriage is recognized and your "spouse" is your common law spouse under state law, you will be required to prove your marital relationship by providing a copy of a jointly filed federal tax return, or by completing the *Affidavit for*

Certification of Common Law Marriage or by providing such other supporting documentation as may be requested by bswift (our benefits administration vendor) to verify eligibility.

- **Domestic Partners**, defined as same-sex and opposite-sex couples registered with any state or local government agency authorized to perform such registrations. If your domestic partnership is not registered with any state or local government agency, your same or opposite sex domestic partner also includes any individual that you have been residing within the same residence for at least six months.
- If you live in a jurisdiction that offers a domestic partner registry, you will be required to provide upon request, a copy of your domestic partner registration certificate to bswift (our benefits administration vendor) within 30 days of enrollment to verify eligibility for coverage.
- If you do not live in a jurisdiction that offers a domestic partner registry or you have not registered, you will be required to complete and submit the *Affidavit for Certification of Domestic Partnership* to bswift (our benefits administration vendor) within 30 days of enrollment to verify eligibility for coverage in order for coverage to begin.
- **Note:** Domestic Partnerships are not recognized by the federal (and most states) government for tax purposes. This means that the value of your domestic partner's coverage will be imputed into your income, as required by tax law, if he or she is not otherwise your dependent under applicable tax law.
- **Dependent children**, include:
 - Your natural children or step-children;
 - Your legally adopted children;
 - Children placed with you for adoption;
 - Your foster children;
 - Any other children (including grandchildren) for whom you are the legal guardian (as determined by a court of competent jurisdiction); or
 - Any children of a *spouse or domestic partner* that must be covered as stipulated by a divorce decree.
 - Child(ren) of a domestic partner, not otherwise adopted by you.

Coverage for your dependent child continues (as long as your own coverage continues) until the end of the month in which he or she reaches age 26. If your dependent child is totally disabled as determined by the Program due to a mental or physical disability and he or she is continuously covered under the Program, coverage may continue beyond age 26 (provided the disability continues and you remain an eligible employee).

When you elect, or do not cancel, coverage for your dependents, you are certifying that they continue to be eligible dependents under these rules. **If your dependent is no longer eligible for coverage, you are expected to contact the Publicis Re:Sources USA Benefits Department as soon as possible to inform them of that fact.**

Dual Coverage

If the insured employee's *spouse or domestic partner* is also eligible for insurance as an employee with a participating employer in the Plan, they may not be covered under *spouse* life.

If you and your *spouse or domestic partner* both work for a participating employer, only one of you may cover eligible dependent children.

Enrollment

When You First Become Eligible

After your hire date, the Benefits team will upload your information into their system to get you started with enrolling for benefits. You will receive an email or mail notification from bswift—their benefits administrator—when you are able to enroll, and you won't be able to enroll before that notification. You have 45 days from your hire date to enroll. If you don't enroll within this 45-day period (your deadline date is listed on the enrollment worksheet that you receive at your home), you will only receive certain basic coverages provided by the **Company**.

The coverage you elect after you're first hired continues through the remainder of the **plan year**, unless you:

- Have a qualified change in status and decide to change your coverage; or satisfy the requirements for enrolling under HIPAA special enrollments periods;
- Cease to be eligible under the Program.

Annual Enrollment

Each fall, you can change your coverage for the following **plan year**. You receive information and updates about your benefits under the Program so that you can make informed benefit elections during each annual enrollment period.

This information is generally available online on the Publicis Connections website (PublicisConnections.com) and includes:

- Important tips and information on how to enroll for the upcoming **plan year**;
- The benefit options for which you're eligible for the upcoming **plan year**; and
- Any changes that may have taken place since the last annual enrollment period.

The coverages you elect during the annual enrollment period take effect the following January 1 (or the date you are considered **actively at work**, whichever is later) and continue through the end of the **plan year** (unless you have a qualified change in status and decide to change your coverage) or satisfy the requirements under HIPAA for a special enrollment period. You must be **actively at work** in order for any changes to your long-term disability, Life and Optional AD&D insurance to take effect. In addition, some life insurance elections require evidence of insurability and will not become effective until approved by **Prudential**.

If You Don't Enroll

If you do not enroll when you are newly eligible or during the annual enrollment period, your benefit elections will not rollover into the following plan year and you will only have coverage in the Company-provided benefits such as Basic Life Insurance, Short-Term Disability, Basic Long-Term Disability, and the Employee Assistance Program. The only time your elected benefits will rollover into the next plan year is when the Company indicates that there will be a “passive” enrollment.

When Coverage Begins

Coverage begins on the first of the month coinciding with or following your date of hire or the date you first become eligible to participate in the plan. Your eligible dependents are covered on the same day that your coverage begins.

Paying for Your Coverage

Basic Employee Life Insurance is provided at no cost to you by the *Company* whether you choose for:

Class 1 – Option 1: One and one-half times your *base salary* multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a minimum of \$50,000 and a maximum of \$750,000. Option 2: \$50,000.

Class 2 – Option 1: Two times base annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a minimum of \$50,000 and a maximum of \$750,000. Option 2: \$50,000

Class 3 – Three times base annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a minimum of \$50,000 and a maximum of \$750,000.

Class 4A – Option 1: Two times base annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a minimum of \$50,000 and a maximum of \$750,000. Option 2: \$50,000

Class 4B – Three times base annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a minimum of \$50,000 and a maximum of \$750,000. Option 2: \$50,000

Class 5 – Amounts as on file with the Policyholder

Class 6 – Option 1: Two times base annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of \$500,000. Option 2: \$50,000

Class 7 – One and one-half times base annual earnings, multiplied and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a minimum of \$50,000 and a maximum of \$750,000.

If you elect supplemental employee life insurance coverage, dependent life insurance coverage or AD&D coverage, you pay for your insurance on an after-tax basis through payroll deductions each pay period.

Imputed Income

In addition, under current tax laws, you are required to pay income taxes on the “value” of your **Company**-provided employee life insurance coverage over \$50,000. The “value” is determined by your age and according to a schedule established by the Internal Revenue Service (IRS). This tax liability is called imputed income and is included on your W-2 Form at the end of the calendar year.

Imputed income may apply for your supplemental life insurance coverage as well if the rate the **Company** charges you is less than the IRS table rates. However, the amount you pay toward your supplemental life insurance coverage will be offset against the imputed income.

Changes in Coverage

Because of the tax advantages associated with certain benefits under the Program, the Internal Revenue Service (IRS) limits your ability to make changes to your benefits after initial enrollment to certain circumstances. These rules govern the types of changes that you may make during the **plan year**.

In general, once you enroll for (or decline) coverage, your elections stay in effect for the entire **plan year**. However, under certain circumstances, you may enroll for or change certain coverages during the year. For example, you may change your coverage if:

- You qualify for a special enrollment during the year under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- You experience a “qualified change in status” (see below) that affects you, your **spouse’s** or your dependents’ eligibility for benefits under the Program.
- The Program receives a Qualified Medical Child Support Order (QMCSO) or other court order, judgment or decree that requires you to enroll a dependent.
- You, your **spouse, domestic partner** or your dependent qualifies for or loses Medicare or Medicaid coverage.
- You take a leave of absence under the Family and Medical Leave Act (FMLA) (however, you can’t change coverage while you’re on FMLA).

There are some additional circumstances under which you may make a mid-year change as described in this section.

Qualified Changes in Status

You may change certain benefit elections during the year if you experience a qualified change in status that results in a loss or gain of eligibility under the Program for yourself, your **spouse** or your eligible dependent children. Changes may be made to your Life and Optional AD&D coverage as long as the changes are consistent, they correspond with the change in status and they follow the Plan’s rules. For example, in the case of birth, adoption or placement for adoption, you may increase coverage under your life insurance and enroll your new dependent in the Plan.

A qualified change in status is any of the following circumstances that may affect coverage:

- You get divorced, legally separated, you have your marriage legally annulled or you have your domestic partnership dissolved.
- Your **spouse, domestic partner** or dependent dies.
- Your unmarried dependent becomes ineligible for coverage (e.g., he or she reaches the Program's eligibility age limit, or gets married).
- You get married or you create a domestic partnership.
- You have a baby, adopt or have a child placed with you for adoption.
- You, your **spouse, domestic partner**, or your dependent experience a change in employment status (e.g., start or end employment, strike or lockout
- You, your **spouse, domestic partner** or your dependent experiences a change in employment status that affects eligibility for coverage (e.g., change from part-time to full-time or vice versa).

If you experience a qualified change in status and need to change your coverage during the **plan year**, you must make your change online at PublicisConnections.com within 31 days after the event that necessitates the change. If you don't make the change in time, you can't make a coverage change until the next annual enrollment, unless you once again meet one of the conditions for a mid-year change. Please note that you will be required to provide supporting documentation of your change. The change will be effective on the date of the qualifying event.

Additional Mid-Year Changes

You also may change your benefit elections during the year in the following circumstances.

Changes to a Dependent's Plan

You may make a mid-year election change that is on account of, and corresponds to, changes made under the plan of your **spouse**, former **spouse, domestic partner** or dependent's employer, or if the other plan has a different **plan year**, or if the enrollment period is different from the one under this Program.

Automatic Changes

If the cost of your underlying coverage increases or decreases, the **Company** may automatically change the amount of your contribution that is withheld. Likewise, the **Company** may automatically change the amount of your deduction if it's required to do so by the terms of a QMCSO or by the terms of another judgment, decree or order that requires the Program to provide coverage for your dependents.

Special Rule for Rehired Employees

If you terminate employment and are rehired within 30 days of your termination date, the benefit elections that were in effect on the date of your termination will be automatically reinstated. If you are rehired more than 30 days after the date of your termination, you will be allowed to make new benefit elections under the Program.

Procedure for Mid-Year Changes

You must request a change in your benefit elections within 31 days of the date of the change in status. If a change in status has been experienced, you may alter your benefit options to, among other things, add or drop a dependent, or add or drop coverage for yourself or your **spouse**. Provided you notify the Program within the required time frames, any changes in your benefit options due to a permissible mid-year event will become effective:

- In the case of a dependent's birth, on the date of such birth;
- In the case of a dependent's adoption or placement for adoption, on the date of such adoption or placement for adoption; and
- For all other events, on the date of the qualifying event.

If you experience one of these qualified changes in status, you may change your Life and Optional AD&D coverage. The changes must be consistent with and correspond to the change in status as well as follow Plan rules. For example, in the case of birth, adoption or placement for adoption, you may generally increase coverage under your life insurance, but you can't drop your current coverage.

If you experience a qualified change in status and need to change your coverage, you must make the change online at PublicisConnections.com. Your change must be made within 31 days (which includes the day the event occurred) of the event that causes the change. If you don't make the change in time, you can't make a coverage change until the next annual enrollment, unless you once again meet one of the conditions for a mid-year change. If requested, you may have to provide proof of your change in status.

Continuation or Termination of Coverage

Coverage under this Plan terminates at the first to occur of:

- When employment ceases.
- When the group contract terminates as to the coverage.
- When you are no longer in an Eligible Class. (This may apply to all or part of your coverage.)
- When you fail to make any required contribution.

Absence from Work Due to Disease or Injury

- For Life Insurance, your coverage will be continued under the group policy for a maximum of 6 months from the start of the Company approved medical leave of absence. The Company will continue to pay premium for basic coverage during this time period.
- Supplemental Insurance may also be continued during this time period provided you continue to remit premiums to the Company.

Absence from Work Due to Temporary Lay-off or Leave of Absence

If you are not at work due to temporary lay-off or leave of absence, your coverage may continue until stopped by the **Company**, but not beyond the end of the policy month after the

policy month in which the absence started. See the Benefits Department for this definition.

Continuation of Coverage Under the Family and Medical Leave Act of 1993 (FMLA)

This continuation of coverage section applies only for the period of any approved family or medical leave (approved FMLA leave) required by the Family and Medical Leave Act of 1993 (FMLA).

If the **Company** grants you an approved FMLA leave in accordance with FMLA, the **Company** may allow you to continue coverage for which you are covered under the group contract on the day before the approved FMLA leave starts. This includes coverage for your eligible dependents.

At the time you request the leave, you must agree to make any contributions required by the **Company** to continue coverage.

If any coverage the **Company** allows you to continue has reduction rules applicable by reason of age or retirement, the coverage will be subject to such rules while you are on FMLA leave.

Coverage will not be continued beyond the first to occur of:

- The date you are required to make any contribution and you fail to do so.
- The date the **Company** determines your approved FMLA leave is terminated.
- The date the coverage involved discontinues as to your eligible class.

Any coverage being continued for a dependent will not be continued beyond the date it would otherwise terminate.

You or your eligible dependents may be eligible for continuation of certain coverages on the date the **Company** determines your approved FMLA leave is terminated or the date of the event for which the continuation is available.

If you acquire a new dependent while your coverage is continued during an approved FMLA leave, the dependent will be eligible for the continued coverage on the same terms as would be applicable if you were **actively at work**, not on an approved FMLA leave.

If you return to work for the **Company** following the date the approved FMLA leave is terminated, your coverage under the group contract will be in force as though you had continued in active employment rather than going on an approved FMLA leave.

If any coverage terminates because your approved FMLA leave is terminated, any Conversion Privilege will be available on the same terms as though your employment had terminated on the date your Employer determines the approved FMLA leave is terminated.

Termination of Dependents Coverage

A dependent's coverage will terminate at the first to occur of:

- The date the dependent no longer meets the eligibility requirements
- 31 days (grace period) after the due date of any premium which is not paid
- The last day for which premium contributions have been made following an employees' written request that insurance on his or her eligible dependents be terminated; or
- The date the employee is no longer covered under the group policy.

Continuation of Coverage for Handicapped Dependent Children

Life Insurance and Optional Accidental Death and Dismemberment coverage for your fully handicapped dependent child may be continued past the maximum age for a dependent child. However, such coverage may not be continued if the child has been issued a personal life conversion policy.

Your child is fully handicapped if:

- he or she is not able to earn his or her own living because of mental retardation or a physical handicap which started prior to the date he or she reaches the maximum age for dependents; and
- he or she chiefly depends on you or another care provider for support.

Coverage will cease on the first to occur of:

- Cessation of the handicap and dependency.
- Termination of Dependent Coverage as to your dependent for any reason other than reaching the maximum age.

Continuation of Life Insurance After Termination Through Conversion Option

In most cases a person can apply for an individual policy under the Conversion Privilege within 31 days after his or her Life Insurance ceases. If a person dies during these 31 days and before the individual policy goes into effect, an amount will be payable under the group contract is equal to the amount that could have been converted. This applies even if he or she has not applied for or paid the first premium on the individual policy.

If any of your Life Insurance ceases because your employment ceases or you are no longer in a class eligible for such insurance, or because of age, pension or retirement, the amount of insurance which ceases (or a lesser amount if desired) may be converted to an individual life insurance policy.

Your converted policy may be any kind of individual policy then customarily being issued by **Prudential** for the amount being converted and for your age (nearest birthday) on the date it will be issued, except a term policy or one with disability or other supplementary benefits.

If any of your Dependents' Life Insurance ceases because:

- your employment ceases;
- you are no longer in a class eligible for such insurance;

- the dependent ceases to be a dependent;
- of a reduction in the dependent's life insurance for any reason; or
- you die;

the amount of insurance which ceases for each dependent (or lesser amounts, if desired) may be converted to individual life insurance policies.

When Life Insurance ceases because the group contract discontinues, the amount of lost or reduced coverage (less the amount of any group life insurance for which the person becomes eligible within 45 days of the discontinuation) may be converted to an individual policy. In order to convert, written application must be made for an individual policy and the first premium must be paid on it within 31 days after cessation of insurance for any of the above reasons.

No evidence of insurability will be required.

The individual policy will become effective at the end of the 31 day period during which conversion is possible.

The premiums for the converted policy will be at **Prudential's** then customary rates for the same policy issued to any other person of the same class of risk and age at the time the converted policy is to become effective.

After an individual policy becomes effective for any person, that policy will be in exchange for all benefits and privileges under the group contract as regards the person involved and the amount that could have been converted.

Note: Any coverage that can be converted to an individual policy may be continued under the group term plan for one year prior to conversion by paying premiums directly to **Prudential**. Contact **Prudential** for more details on this one-year continuation provision.

Continuation of Life and AD&D Insurance After Termination Through Portability Option

This option is available for the Basic Employee Life, Supplemental Employee Life Insurance and the dependent Life Insurance and Optional AD&D options. The minimum portable amount:

- for you, is \$10,000. The minimum does not apply to any other insureds under this plan.

In no event, however, will the terms of this provision apply

- if coverage is lost due to termination of the group policy.
- to any amount of a person's Life Insurance that has been converted to an individual life policy in accordance with this Plan's Conversion of Life Insurance provision.

This Plan's Conversion provision does not apply to any amount of a person's Life Insurance for which a person elects coverage under this provision, but may be available for:

- any amount of a person's Life Insurance to which the terms of this provision do not apply;
- any amount of a person's Life Insurance to which the terms of this provision apply, but for which you do not elect coverage under this provision; or
- any amount of a person's Life Insurance in force under this provision that ceases because of age.

If your Life and AD&D Insurance coverage ceases because your employment ceases or you are no longer an eligible employee for Life and AD&D Insurance coverage, you may elect coverage under this provision; provided however, that:

- the amount of your Life and AD&D Insurance will be determined in accordance with the Amount of Insurance section of this provision; and
- on the date of the change to portability status, your age will not exceed the Eligibility Age.

If Life or AD&D Insurance coverage for a dependent ceases because your employment ceases or you are no longer eligible to enroll for Life or AD&D Insurance, you may elect coverage under this provision for the amount of insurance that is subject to this provision, but only if you elect portable coverage for yourself under this provision.

The Eligibility Age is:

- for you, 98;
- for your dependent **spouse, or domestic partner**, 64
- for your dependent child, the age at which he or she will cease to meet the Plan's definition of dependent.

In order to elect coverage for a person under the Portability provision, written request must be made within 31 days after insurance ceases. Coverage will become effective at the end of the 31 day period during which election of coverage is possible. Such date is a person's "Portability Date".

All of the terms and conditions of this Plan that apply to Life and AD&D Insurance coverage apply to coverage continued under this provision except as otherwise stated in this provision.

The amount of a person's Life or AD&D Insurance will be limited to the lesser of: the amount of insurance that was in force for the person on the day before his or her eligibility for coverage under this provision; and the amounts shown below:

- \$500,000 (if 65-69 the amount will not be more than a maximum of \$325,00) as to you;
- For an employee who is age 70-74 the amount will not be more than a maximum of \$200,000;
- For an employee who is age 75 or older the amount will not be more than a maximum of \$125,000;

- \$150,000 (\$97,500 if 65 or older, this does not apply to AD&D) as to your *spouse or domestic partner*; and
- amount currently in force for your dependent child.

You may elect an amount of Life or AD&D Insurance under this provision that is less than the amount as determined above; provided that your amount cannot be less than \$10,000.

When a certificate holder attains age 65, the amount of insurance on his or her life continued under this rider will reduce to 65% of the amount of insurance in force on the day prior to his or her attainment of age 65.

Further reductions in the amount of insurance for certificate holders who continue employment with the employer will apply as follows: at age 70, the amount of insurance will be reduced to 40% of the amount in force on the day prior to his or her attainment of age 65, and at age 75, the amount of insurance will be reduced to 25% of that amount.

The rate of premium contribution will change for any insurance in force for a person under this provision on the person's Portability Date. The rate of premium contribution is subject to further change.

Premium contributions will be paid directly to **Prudential** and may be subject to a direct billing charge. The amount of the charge may be adjusted by **Prudential**, but not more than once a year.

A person's Life and AD&D Insurance in force under the terms of this Portability provision will cease on the first to occur of:

- The end of a 31day period following the date the required premium contribution for the coverage is due and not made.
- The date of your death.
- The date the certificate holder again meets the eligibility requirements of the group policy, not including the terms of this rider
- The date you reach age 99.
- As to coverage for your *spouse or domestic partner* , the date your *spouse or domestic partner* reaches age 65.
- As to coverage for your *spouse, or domestic partner* or your dependent child, the date such person is no longer a defined dependent.

Employee Life Insurance

Basic Employee Life Insurance is available to you at no cost. You can elect to have one and one-half times your **base salary**, rounded to the next highest \$1,000 (up to a maximum of \$750,000) or, to avoid imputed income, you can elect to receive only \$50,000 if your **base salary** is \$33,000 or greater. If you wish to obtain a higher level of coverage, you can purchase Supplemental coverage from one to eight times your **base salary**. Evidence of Insurability (see below) will be required anytime you enroll for Supplemental Life Insurance by a multiple of more than one times your **base salary**. Evidence of Insurability will not be required if you enroll for Supplemental Life Insurance that is the lesser of three times your **base salary** or \$750,000 when you are first eligible.

Here's a look at the employee life coverage options available to you.

Coverage	Coverage Levels*	Payment Method
Employee Life Insurance <ul style="list-style-type: none"> • Basic** 	<ul style="list-style-type: none"> • Option 1- 1.5 times base salary (see below) up to \$750,000; or • Option 2 - \$50,000 (only available if your base salary is \$33,000 or more) 	The Company pays the full cost of coverage.
<ul style="list-style-type: none"> • Supplemental 	<ul style="list-style-type: none"> • One times base salary - maximum of \$2,000,000 • Two times base salary - maximum of \$2,000,000 • Three times base salary - maximum of \$2,000,000 • Four times base salary - maximum of \$2,000,000; or • Five times base salary - maximum of \$2,000,000 • Six times base salary - maximum of \$2,000,000 • Seven times base salary - maximum of \$2,000,000 • Eight times base salary - maximum of \$2,000,000 <p>The combined maximum is \$2,750,000 for basic and supplemental</p>	You pay the cost of coverage with after-tax payroll deductions.

* Coverage amount is the multiplier times **base salary**, rounded to the next higher \$1,000.

** If you are an employee of Zenith Optimedia, Kekst, or a Senior Vice President or above at Publicis USA, please consult your Benefits Department regarding the amount of your basic Employee Life Insurance.

How Your Employee Life Insurance Coverage Works

Base salary

Your **base salary** determines your employee life insurance coverage options. For eligible U.S. based, salaried employees who are regularly scheduled to work 21 hours a week (see Eligibility), your **base salary** is the gross amount of money paid to you by the **Company** for performing the duties required of your job. Bonuses, overtime pay and all other benefits are not included.

Evidence of Insurability

You don't normally need to provide evidence of good health or "evidence of insurability" for employee life insurance coverage. However, you need to provide evidence of insurability in some cases:

- If you would like to purchase supplemental employee life insurance equal to four, five, six, seven or eight times your **base salary**. **Please Note:** You can purchase supplemental life insurance for yourself, up to three times your **base salary** or \$750,000 (whichever is less) without providing evidence of insurability, provided you enroll within 45 days of when you are first eligible;
- If you didn't elect supplemental life insurance coverage for yourself within 45 days of your initial eligibility and then elect this coverage for yourself at a later date;
- You request an increase in your insurance amount of more than one salary level; and
- If you were denied coverage in the past, evidence of insurability is required for any coverage level.

Keep in mind, after your initial enrollment, you can only increase your supplemental employee life insurance by one level up to the guaranteed issue limit of the lesser of three times base annual earnings or \$750,000 each year during annual enrollment without evidence of insurability. This limit doesn't apply if you need to change your coverage during the year because of a qualified change in status.

Age Reductions

If you continue to work beyond age 65, your employee life coverage will be reduced to 65% of the coverage amount the first of the year following your attainment of age 65. At age 70, your coverage reduces to 50% of the coverage amount the first of the year following your attainment of age 70. For example, if before age 65, your employee life coverage is \$114,000 (based on 1.5 times your **base salary** of \$75,500, rounded to the next \$1,000), your coverage at age 65 is \$74,100 ($\$114,000 \times 65\% = \$74,100$).

If you die by suicide within two years of the effective date of your supplemental life insurance, **Prudential's** liability for that coverage will be limited to the amount of premiums paid for it. If there has been an increase in your supplemental life insurance and you die by suicide within two years of effective date of the increase, the same limitation will apply to the increased insurance amount. This does not apply to basic life insurance.

Accelerated Death Benefit

If, while covered under this Plan for Life Insurance you or your dependent become terminally ill and given a life expectancy of 12 months or less, you may request an accelerated death benefit payment.

You may request payment of up to 100% to a maximum of \$1,000,000 (basic and supplemental combined) of your Life Insurance coverage. The minimum death benefit to be eligible for an accelerated benefit under this rider is the lesser of 25% of the insured's amount of insurance or \$50,000. Payment of this benefit is subject to *Prudential's* approval of your request.

Either a full or a partial Accelerated Death Benefit may be requested. If a partial Accelerated Death Benefit is chosen. The remaining life amount must be at least \$25,000. You may re-apply for an Accelerated payment of the remaining amount of insurance at any time, though further evidence of your eligibility for the benefit may be requested.

If a partial Accelerated Benefit is chosen coverage will remain in force. The remaining amount of insurance will be the full amount of insurance minus the amount of insurance that was accelerated. If a full Accelerated Benefit is chosen, coverage for that person will terminate. If it is your benefit that is terminating, your dependents coverage will also terminate.

An Accelerated Death Benefit will not be paid if:

- You are required by law to use to use this option to meet the claims of creditors, whether in bankruptcy or otherwise; or
- You are required by a government agency to use this option in order to apply for, obtain, or keep a government benefit or entitlement.

Benefits received under this Accelerated Benefits provision may be taxable. You should seek assistance from a personal tax advisor prior to requesting an Accelerated payment of death benefits.

Naming a Beneficiary

When you enroll, you must name a beneficiary which applies to both your employee life (basic and supplemental) and Optional AD&D coverage. **Prudential** will send a welcome letter to your home soon after you enroll for coverage. This letter will include details on how to designate your life insurance beneficiary online through the LifeBenefits web site. You only need to name one beneficiary, but you can name as many **primary beneficiary(ies)** and **contingent beneficiary(ies)** as you want. You may also name a trust, a charitable organization, or your own estate. If you name more than one beneficiary, you need to designate what portion of the entire benefit should be paid to each. For example, Debra A. Jones, wife – 50%; Mary T. Jones, daughter – 25%; Thomas R. Jones, son – 25%. If you fail to name a percentage when naming multiple beneficiaries, the benefit is paid in equal shares to the designated beneficiaries. You also need to indicate the beneficiaries' address, their relationship to you (if an individual), and Social Security numbers (if an individual.)

Changing Your Beneficiary

Because family situations can change, you may want to review your beneficiary designations from time to time. You may change your beneficiary at any time by logging in to the bswift site via www.publicisconnection.com > *View, Enroll or Change Benefits Quick Link* and selecting the *Beneficiaries link* under the *My Profile tab* on the bswift site.

If You Don't Have a Beneficiary

If no named beneficiary survives you or if no beneficiary has been named, payment will be made as follows to those who survive you:

- Your **spouse**, if any.
- If there is no **spouse**, in equal shares to your natural and legally adopted children.
- If there is no **spouse**, or child, to your parents, equally or to the survivor.
- If there is no **spouse**, , child, or parent, in equal shares to your brothers and sisters.
- The personal representative of the insureds estate.

Assignment

Life Insurance and Optional AD&D may be assigned only with **Prudential's** written consent. If you wish to do this, an assignment form must be completed by you and sent to **Prudential's** Home Office to be approved. See your Benefits Department for details. Neither the **Company** nor **Prudential** guarantees or assumes any obligation concerning any assignment.

Dependent Life Insurance

You also can choose to cover your *spouse, domestic partner* and eligible dependents with life insurance coverage. You can elect from one to eight times your salary for life insurance for your *spouse or domestic partner*, not to exceed \$300,000 or the amount of life insurance you elect, whichever is less. Evidence of Insurability will be required for all *spouse/domestic partner* life insurance in excess of \$50,000.

Aside from the spouse/domestic partner life insurance options noted above, a life insurance benefit option of \$50,000 is also available for election for those who wish to avoid paying imputed income tax on this life insurance benefit.

Here's a look at the *spouse/domestic partner* and *child life coverage options* available to you.

Coverage	Coverage Levels	Payment Method
Spouse/Domestic Partner and Child Life Insurance		
<ul style="list-style-type: none"> <i>Spouse or Domestic Partner</i> 	<ul style="list-style-type: none"> Option 1 - One times Employee's Base salary* Option 2 - Two times Employee's Base salary* Option 3 - Three times Employee's Base salary* Option 4 - Four times Employee's Base salary* Option 5 - Five times Employee's Base salary* Option 6 - Six times Employee's Base salary* Option 7 - Seven times Employee's Base salary* Option 8 - Eight times Employee's Base salary* <p>*not to exceed the lesser of Employee's Life Insurance or \$300,000</p> <p>OR</p> <ul style="list-style-type: none"> Flat option of \$50,000 	You pay the cost of coverage with after-tax payroll deductions.
<ul style="list-style-type: none"> Dependent Child (unmarried child from live birth up to age 26). If your first eligible newborn child dies within 31 days and you had not enrolled for child life coverage a benefit of \$5,000 will be paid. 	<ul style="list-style-type: none"> Option 1 - \$5,000 Option 2 - \$10,000 Option 3 - \$25,000 	You pay the cost of coverage with after-tax payroll deductions.

* The amount of insurance on a dependent cannot exceed the combined benefit of your basic and supplemental employee life coverage

How Your Dependent Life Insurance Coverage Works

Base salary

Your **base salary** determines the amount of life insurance you can elect for your **spouse or Domestic Partner**. Your **base salary** is the gross amount of money paid to you by the **Company** for performing the duties required of your job. Bonuses, overtime pay and all other benefits are not included.

Evidence of Insurability

You don't need to provide evidence of good health or "evidence of insurability" for life insurance coverage for your dependent children. However, you need to provide evidence of insurability for your **spouse or domestic partner** under the following circumstances:

- If you would like to purchase life insurance for your **spouse or domestic partner** in excess of \$50,000;
- If you didn't elect life insurance coverage for your **spouse or domestic partner** within 45 days of your initial eligibility or within 31 days of a qualified change in status and then elect this coverage at a later date; and
- You request an increase in your spouse/domestic partner coverage of more than one salary level at annual enrollment.
- You request an increase in your spouse/domestic partner coverage at a time other than annual enrollment.
- If your **spouse or domestic partner** was denied coverage in the past, evidence of insurability is required for any coverage level.
- If your spouse or domestic partner dies by suicide within two years of the effective date of your spouse life insurance, **Prudential's** liability for that coverage will be limited to the amount of premiums paid for it. If there has been an increase in your spouse/domestic partner life insurance and your spouse or domestic partner dies by suicide within two years of effective date of the increase, the same limitation will apply to the increased insurance amount.

Age Reductions

When your spouse or domestic partner turns 65, your spouse life coverage will be reduced to 65% of the coverage amount the first of the year following their attainment of age 65. At age 70, coverage reduces to 50% of the coverage amount the first of the year following their attainment of age 70. For example, if at age 64, your spouse/domestic partner life coverage is \$76,000 (based on 1 times your base salary of \$75,500, rounded to the next \$1,000), his or her coverage at age 65 is \$49,400 ($\$76,000 \times 65\% = \$49,400$).

Beneficiary

You're automatically the beneficiary of any life insurance you purchase for your **spouse or domestic partner** and/or your dependent children.

Assignment

Life and AD&D Insurance may be assigned only with **Prudential's** written consent. If you wish to do this, an assignment form must be completed by you and sent to **Prudential's** Home Office to be approved. See your Benefits Department for details. Neither the **Company** nor

Prudential guarantees or assumes any obligation concerning any assignment.

Optional Accidental Death & Dismemberment Insurance

In addition to Life Insurance benefits for you, your *spouse, domestic partner* and eligible dependent children, you can elect Optional Accidental Death & Dismemberment (AD&D) insurance for yourself and your family. This type of insurance provides income protection if you die or are seriously injured in an accident. For your Optional AD&D coverage, you may choose from one to eight times your *base salary, up to a maximum of \$2 million*. You may also elect Optional AD&D for your family as a percentage of your coverage.

Here's a look at the coverage options available to you.

Coverage	Coverage Levels	Payment Method
Optional AD&D Insurance <ul style="list-style-type: none"> • Employee 	<ul style="list-style-type: none"> • One times <i>base salary</i>* • Two times <i>base salary</i>* • Three times <i>base salary</i>* • Four times <i>base salary</i>* • Five times <i>base salary</i>* • Six times <i>base salary</i>* • Seven times <i>base salary</i>* • Eight times <i>base salary</i>* <p>*Maximum Coverage is \$2,000,000</p>	You pay the cost of coverage with after-tax payroll deductions.
<ul style="list-style-type: none"> • <i>Spouse or Domestic Partner</i> Only 	<p>60% of your total AD&D coverage</p> <p>*Maximum Coverage is \$500,000</p>	You pay the cost of coverage with after-tax payroll deductions.
<ul style="list-style-type: none"> • Children Only (Unmarried children from live birth to age 26) 	<p>15% of your total AD&D coverage for each child</p> <p>*Maximum Coverage is \$50,000</p>	You pay the cost of coverage with after-tax payroll deductions.
<ul style="list-style-type: none"> • Family 	<p>50% of your total AD&D coverage for your <i>spouse or domestic partner</i>; 10% of your total AD&D coverage for each child</p> <p>*Maximum Coverage is \$500,000 for a spouse or domestic partner and \$50,000 for a child</p>	You pay the cost of coverage with after-tax payroll deductions.

How Your Optional AD&D Insurance Coverage Works

Base salary

Your *base salary* determines the amount of your Optional AD&D coverage. For eligible U.S. based, salaried employees who are regularly scheduled to work 21 hours a week (see Eligibility), your base annual salary is the gross amount of money paid to you by the *Company* for performing the duties required of your job. Bonuses, overtime pay and all other benefits are not included.

Age Reduction Rule

Your Optional AD&D amount in force on the day before the first day of the month in which you reach age 65 will be reduced by: 35% at age 65; 50% at age 70. The reduction will take effect on the first day of the calendar month in which you reach the age specified.

If you become insured during or after the month in which you reach the above ages, your amount of Optional AD&D will be the applicable percentage of the amount shown above.

Naming a Beneficiary

When you enroll, you must name a beneficiary which applies to both your employee Life (basic and supplemental) and Optional AD&D coverage. You must designate your beneficiary on the bswift enrollment site by visiting PublicisConnections.com > **View, Enroll or Change Benefits Quick Link**. After logging into your bswift benefits account, click on the ‘**My Profile**’ tab and select the ‘**Beneficiaries**’ link to make your beneficiary designation(s).

If you are a new hire, Prudential will send a welcome letter to your home soon after you enroll for coverage.

You only need to name one beneficiary, but you can name as many *primary beneficiary(ies)* and *contingent beneficiary(ies)* as you want. You may also name a trust, a charitable organization or your own estate. If you name more than one beneficiary, you need to designate what portion of the entire benefit should be paid to each. For example, Debra A. Jones, wife — 50%; Mary T. Jones, daughter — 25%; Thomas R. Jones, son — 25%. If you fail to name a percentage when naming multiple beneficiaries, the benefit is paid in equal shares to the designated beneficiaries.

You also need to indicate the beneficiaries’ address, their relationship to you (if an individual) and Social Security numbers (if an individual.)

Changing Your Beneficiary

You can review and/or make changes to your life insurance beneficiaries at any time on the bswift enrollment site by visiting PublicisConnections.com > **View, Enroll or Change Benefits Quick Link**. After logging into your bswift benefits account, click on the ‘**My Profile**’ tab and select the ‘**Beneficiaries**’ link to make your beneficiary designation(s).

If You Don't Have a Beneficiary

If no named beneficiary survives you or if no beneficiary has been named, payment will be made as follows to those who survive you:

- Your *spouse*, if any.
- If there is no *spouse*, in equal shares to your children.
- If there is no *spouse*, or child, to your parents, equally or to the survivor.
- If there is no *spouse*, child, or parent, in equal shares to your brothers and sisters.
- If none of the above survives, the personal representative of your estate.

Assignment

Life and AD&D Insurance may be assigned only with *Prudential's* written consent. If you wish to do this, an assignment form must be completed by you and sent to *Prudential's* Home Office to be approved. See your Benefits Department for details. Neither the *Company* nor *Prudential* guarantees or assumes any obligation concerning any assignment.

Optional AD&D Benefits Payable

General Information

This Plan pays a benefit if, while insured, a person suffers a bodily injury caused by an accident; and if, within 365 days after the accident and as a direct result of the injury, he or she loses:

- His or her life.
- A hand, by actual severance at or above the wrist joint.
- A foot, by actual severance at or above the ankle joint.
- An eye, involving irrecoverable and complete loss of sight in the eye.
- His or her speech or hearing; the loss must be total and deemed permanent.
- The thumb and index finger of the same hand, by actual severance of entire digit. Loss of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits.

Loss of life due to exposure to natural or chemical elements will be deemed to be accidental if the exposure was a direct result of an accident.

If:

- a person disappears as a direct result of the accidental disappearance, wrecking or sinking of the conveyance in which he or she was an occupant; and
- there is no contrary evidence about the circumstances of the disappearance within one year of the accident;

the disappearance will be deemed an accidental death.

This Plan also pays a benefit if, while insured, a person suffers a bodily injury in an accident and if, within 30 days after the accident and as a direct result of the injury, he or she is stricken with one of the following forms of paralysis:

- Quadriplegia - the entire and irrecoverable paralysis of both upper and lower limbs.
- Paraplegia - the entire and irrecoverable paralysis of both lower limbs.
- Hemiplegia - the entire and irrecoverable paralysis of the upper and lower limbs on one side of the body.
- Uniplegia - the entire and irrecoverable paralysis of one limb.

A limb means the entire arm or leg.

The Principal Sum for loss of a dependent's life is payable to you.

Optional AD&D Benefits

The full benefit elected is payable for loss of life.

The full benefit elected is payable for loss of both hands, both feet or both eyes.

The full benefit elected is payable for loss of both hearing and speech.

The full benefit elected is payable for quadriplegia.

Half the benefits elected is payable for loss of either hearing or speech.

Half the benefit elected is payable for loss of a hand, loss of a foot or loss of an eye.

Half the benefit elected is payable for paraplegia or for hemiplegia.

One quarter of the benefit elected is payable for loss of the thumb and index finger of the same hand.

One quarter of the benefit elected is payable for uniplegia.

No more than the full benefit elected is payable for all losses listed above resulting from one accident.

Additional Optional AD&D Benefits

The following additional benefits will be payable if, while insured, a person suffers a bodily injury caused by an accident and if, within 365 days after the accident, he or she suffers a loss of life solely and as a direct result of the accident.

Air Bag Benefit

What is the air bag benefit?

If an insured dies as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional accidental death and dismemberment benefit equal to the lesser of 10% of the insured's amount of insurance or \$5,000, provided:

1. the seat in which the insured was seated was equipped with a properly installed airbag at the time of the accident; and
2. the private passenger car is equipped with seatbelts; and
3. a seatbelt was in proper use by the insured at the time of the accident as certified in the official accident report or by the investigating officer; and
4. at the time of the accident, the driver of the private passenger car was not intoxicated, impaired, or under the influence of alcohol or drugs.

Airbag means a passive restraint device in a vehicle which inflates upon collision to protect an individual from injury or death.

Seatbelt means a properly installed seatbelt (or child restraint if the insured is a child), lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration or any successor governmental agency. A private passenger car means a validly registered four-wheeled private passenger car or policyholder-owned car, jeep, pickup truck or van, including a sport utility vehicle (SUV), that is not licensed commercially or being used for racing, or acrobatic or stunt driving.

Education Benefit

If you die as a result of a covered accident and are survived by your spouse or domestic partner and/or one or more dependent children, an additional education benefit will be paid provided that:

1. the spouse or domestic partner incurs personal educational expenses within one year of your death; or
2. at the time of your death, the dependent child is under age 26

Benefits will be payable at the beginning of each school year for a maximum of four consecutive years, but not beyond the date a child attains age 26. The spouse/domestic partner benefit will be paid to your spouse or domestic partner. The child benefit will be paid to the dependent child if he or she is of legal age. If the dependent child is not of legal age the benefit will be paid to the person who provides proof they have paid or will pay the tuition bill for that school year. Proof of enrollment and tuition costs is required for each school year.

Child Care Benefit

What is the child care benefit?

If you or your spouse/domestic partner dies as a result of a covered accident and you or your spouse/domestic partner are survived by one or more dependent children under age 13, we will pay additional benefits to reimburse the for child care expenses for your dependent children.

The benefit for each child per year will be the lesser of:

1. 3% of your or your spouse/domestic partner's amount of insurance; or
2. \$2,000; or
3. incurred child care expenses

Child care expenses are those expenses which are for a service or supply furnished by a licensed child care provider or facility for a dependent child's care. No payment will be made for expenses

incurred more than four years after the date of your death. Proof of incurred child care expenses shall be required before any benefit payment is made. The child care benefit will be paid to the surviving parent or the guardian of the estate of the minor, or to the custodian under the Uniform Transfers to Minors Act, or an adult caretaker when permitted by state law.

The first Child Care Benefit will be paid when:

- your or your *spouse's* or domestic partner benefit elected becomes payable; and
- **Prudential** receives written proof that the Dependent Child is enrolled in a legally licensed child care center.

Child Care Benefits will be paid on each anniversary of the first Child Care Benefit, provided **Prudential** receives written proof that the Dependent Child is attending a legally licensed child care center.

Disappearance Benefit

What is the disappearance benefit?

If an insured's body has not been found after one year from the date the conveyance in which he or she was traveling disappeared, exploded, sank, became stranded, made a forced landing or was wrecked, it shall be presumed, subject to all other terms of the policy, that the insured has died as a result of an accidental injury which was unintended, unexpected and unforeseen. Such death shall be considered a covered loss under this certificate.

Exposure Benefit

What is the exposure benefit?

If an insured is unavoidably exposed to the elements by reason of a covered accident and suffers a loss that is included in the list of covered losses as a result of such exposure, such loss will be covered under the terms of this certificate.

Repatriation Benefit

What is the repatriation benefit?

If, as a result of a covered accident, an insured dies at least 75 miles from his or her principal residence, an additional accidental death benefit shall be paid for the preparation and transportation of the body to a mortuary. The additional benefit shall equal the lesser of 10% of the insured's amount of insurance or \$5,000. The benefit will be paid to the person who has or who will incur such cost, as evidenced to the satisfaction of Prudential. This may or may not be the beneficiary for the rest of the accidental death proceeds. Prudential may at its sole discretion pay benefits directly to the facility handling the preparation and/or transportation. All determinations and payments by Prudential will be final and fully release and discharge Prudential from any further liability under this repatriation benefit.

Seatbelt Benefit

What is the seatbelt benefit?

If an insured dies as a result of a covered accident which occurs while he or she is driving or riding in a private passenger car, we will pay an additional accidental death and dismemberment benefit equal to the lesser of 10% of the insured's amount of insurance or \$10,000.

In order to be eligible for this benefit, the following must apply:

1. the private passenger car was equipped with seatbelts; and
2. a seatbelt was in proper use by the insured at the time of the accident as certified in the official accident report or by the investigating officer; and
3. at the time of the accident, the driver of the private passenger car was not intoxicated, impaired, or under the influence of alcohol or drugs.

Seatbelt means a properly installed seatbelt (or child restraint if the insured is a child), lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration or any successor governmental agency. A private passenger car means a validly registered four-wheeled private passenger car or policyholder-owned car, jeep, pickup truck or van, including a sport utility vehicle (SUV), that is not licensed commercially or being used for racing, or acrobatic or stunt driving.

Total Disability Benefit

What is the total disability benefit?

If you become totally disabled (as defined below) because of a covered accident and that disability is continuous from the date of the accident until the date of your death, we will pay a benefit equal to 100% of your amount of AD&D insurance, provided:

1. you are not able to work at your own job; and
2. you are not able to work at any job which provides you with substantially the same earning capacity as your earning capacity prior to the start of the disability; and
3. you are under age 60 at the time of the accident; and
4. you die while the policy is in effect; and
5. premiums continue to be paid and the insurance is in force at the time of your death.

If a death benefit is payable, it will be reduced by any other benefit which is payable because of the same accident.

Repatriation of Remains Benefit

This Plan pays a Repatriation of Remains Benefit for the preparation and transportation of a person's body to a mortuary if, as a direct result of an accident for which a benefit is payable under this section, he or she suffers loss of life while outside a 75 mile radius from his or her principal place of residence.

Schedule of Benefits for Additional AD&D Benefits

Employees and Dependents	Benefit Payable
Seat Belt Benefit Maximum	The lesser of 10% of the insured's full benefit or \$10,000.
Airbag Benefit Maximum	The lesser of 10% of the insured's full benefit of \$5,000.

Employees and Dependents	Benefit Payable
Education Benefit Maximum for each dependent child for your <i>spouse or domestic partner</i>	The lesser of 5% of the insured's benefit or \$5,000 5% of your full benefit elected not to exceed \$5,000
Child Care Benefit Maximum for each child	3% of your full benefits elected not to exceed \$ 2,000 per year per child
Repatriation of Remains Benefit Maximum	10% of your full benefit elected not to exceed \$5,000

Not more than 3x the employee's full benefit elected is payable under this benefit.

Limitations of Optional AD&D Coverage

This coverage is only for losses caused by accidents. No benefits are payable for a loss caused or contributed to by:

- suicide or attempted suicide, or
- intentionally self-inflicted injury or any attempt at self-inflicted injury, whether sane or insane; or
- the insured's participation in or attempt to commit a felony; or
- bodily or mental infirmity, illness or disease, including bacterial infection, other than infection occurring simultaneously with, and as a result of, the accidental injury; or
- medical or surgical treatment including diagnostic procedures; or
- intoxication or influence of any narcotic unless administered on the advice of a physician; or
- travel or flight in or on any vehicle used for aerial navigation including getting in, out, on, or off such vehicle, if the insured is:
 - riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
 - acting as a pilot or a crew member of any aircraft, unless riding as a passenger; or

- riding as a passenger in a non-chartered aircraft which is owned, leased, operated, or controlled by the insured employee's employer; or
- a student taking a flying lesson, unless riding as a passenger; or hang gliding; or
- parachuting, except when the insured has to make a parachute jump for self-preservation; or
- war or any act of war, whether declared or undeclared; or
- riot or civil insurrection; or
- service in armed forces or units auxiliary thereto, except as shown under Reserve-National Guard Benefit

Applying For Benefits

How to File Claims

A claim must be submitted to **Prudential** in writing. It must give proof of the nature and extent of the loss. All claims should be reported promptly. Please contact **Prudential** at 1-800-815-7636 to begin processing a claim.

Payment of Benefits

Benefits will be paid as soon as the necessary proof to support the claim is received. For all benefits except any Temporary Disability Benefit, written proof must be provided. Any death benefit for your loss of life will be paid in accordance with the beneficiary designation. Payment will be made in one sum unless you have elected an installment method which has been agreed to by **Prudential**. If you do not do so prior to your death, your beneficiary has this right before any payment is made. The methods of settlement allowed will be those offered by **Prudential** under the individual Life insurance policies **Prudential** is issuing when the election is made.

All other benefits are payable to you.

If your beneficiary is a minor or, in **Prudential** opinion, legally unable to give a valid release for payment of any Life Insurance benefit, the benefit will be payable to the guardian of the estate of the minor, or to the Custodian under the Uniform Transfer to Minors Act, or an adult caretaker, when permitted under applicable state law.

Adverse Benefit Determinations

Life Claims

You will be notified of an adverse benefit determination not later than 90 days after the Plan's receipt of the claim. This time period may be extended up to an additional 90 days due to special circumstances. In that case, you will be notified of the extension before the end of the initial 90-day period. Notice of the extension will explain the special circumstances requiring the extension

and the date by which a decision is expected.

Accelerated Benefits, Dismemberment Claims

You will be notified of an adverse benefit determination not later than 45 days after the Plan's receipt of the claim. This time period may be extended up to an additional 30 days due to circumstances outside the Plan's control. In that case, you will be notified of the extension before the end of the initial 45-day period. If a decision cannot be made within this 30 day extension period due to circumstances outside the Plan's control, the time period may be extended up to an additional 30 days, in which case you will be notified before the end of the first 30 day extension period. Notice of the extension will explain the special circumstances requiring the extension and the date by which a decision is expected.

Filing an Appeal of an Adverse Benefit Determination

Life Claims

You may request a review of the denied claim. You will have 60 (180 days for disability claims) days following receipt of an adverse benefit decision to appeal the decision. The request must be submitted, in writing, and include your reasons for requesting the review. Submit your request to the office of the **Prudential** Insurance Company to which you submitted your initial request for benefit payment. You will be notified of the decision not later than 60 days (45 days for disability claims) after the appeal is received. If an extension of time for processing the appeal is needed, the time period may be extended up to an additional 60 days (180 days for disability claims) in which case you will be notified prior to the end of the first 60 day period. The notice will indicate the special circumstances requiring an extension and the date by which a decision is expected.

Accelerated Benefits, Dismemberment Claims

You may request a review of the denied claim. You will have 180 days following receipt of an adverse benefit decision to appeal the decision. The request must be submitted, in writing, and include your reasons for requesting the review. Submit your request to the office of the **Prudential** Insurance Company to which you submitted your initial request for benefit payment. You will be notified of the decision not later than 45 days after the appeal is received. If an extension of time for processing the appeal is needed, the time period may be extended up to an additional 45 days, in which case you will be notified prior to the end of the first 45 day period. The notice will indicate the special circumstances requiring an extension and the date by which a decision is expected.

You may submit written comments, documents, records and other information relating to your claim, whether or not the comments, records or information were submitted in connection with the initial claim. You may also request that the Plan provide you, free of charge, copies of all documents, records and other information relevant to the claim.

ERISA Rights

As a participant in the group benefit plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. ERISA provides that all plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts and a copy of the latest annual report (Form 5500 Series) that is filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and an updated Summary Plan Description. The 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.
- Receive a copy of the procedures used by the Plan for determining a Qualified Domestic Relations Order (QDRO) or a Qualified Medical Child Support Order (QMCSO).

Please refer to the Administrative Information Summary Plan Description for specific ERISA information regarding your benefit plans.

Prudent Actions 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 employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in your interest and that of other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain 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 materials 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 up to \$110 a day until you receive the materials unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which 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 status of a domestic relations order or a medical child support order, you may file suit in a 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 at:

Publicis Re:Sources USA
Publicis Benefits Department
Attn: Plan Administration Committee
35 West Wacker Drive
Chicago, IL 60601
1-800-933-3622 (Monday-Friday, 8am-8pm EST)

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.

The Plan Administrator has delegated to the Claims Administrators the discretionary authority to make decisions regarding the interpretation or application of Plan provisions, to make determinations (including factual determinations) as to the rights and benefits of employees and participants under the Plan, to make claims determinations under the Plan and to decide the appeal of denied claims. Benefits will be paid under the Plan only if the Plan Administrator, or its delegate, determines that the claimant is entitled to them. The decision of the Plan Administrator or its delegate is final and binding.

Glossary of Terms

Actively at Work

To be eligible to become insured or to receive an increase in the amount of insurance, you must be actively at work performing your customary duties at the employer's normal place of business, or at other places the employer's business requires you to travel.

If you are not actively at work on the date coverage would otherwise begin, or on the date an increase in your amount of insurance would otherwise be effective you will not be eligible for the coverage or increase until you return to active work. However, if the absence is on a non-work day, coverage will not be delayed provided you were actively at work on the work day immediately proceeding the non-work day.

Base salary

This is the gross amount of money paid to you by the **Company** in cash for performing the duties required of your job. It includes your annual base pay, but doesn't include overtime or any other types of pay. Bonuses, overtime pay, earnings for more than 40 hours per week, and all other benefits are not included.

Company

The term "Company" collectively refers to all subsidiaries of MMS USA Holdings, Inc. that have approved participation in the Publicis Connections Health and Group Benefit Programs.

Contingent Beneficiary(ies)

The person(s) or entity you choose to receive your life insurance proceeds if the **primary beneficiary(ies)** die (or the entity dissolves) before you die. Payment will be made in equal shares unless otherwise specified. In the event that a designated contingent beneficiary predeceases the insured, the proceeds will be paid to the remaining contingent beneficiaries in equal shares or all to the sole remaining contingent beneficiary.

Plan Year

The year starting January 1 and ending December 31.

Primary Beneficiary(ies)

The person(s) or entity you choose to receive your life insurance proceeds. Payment will be made in equal shares unless otherwise specified. In the event that a designated primary beneficiary predeceases the insured, the proceeds will be paid to the remaining primary beneficiaries in equal shares or all to the sole remaining primary beneficiary.

Prudential

Refers to **Prudential** Insurance, the insurance carrier that underwrites the Life and Optional AD&D benefits.

Spouse

Your spouse includes the individual to whom you are legally married. The Program

considers as a spouse your civil union partner in those states that recognize civil unions but that do not recognize same-sex marriage. While the Program recognizes civil unions in the states that allow them, federal law does not consider a civil union a spousal relationship. Accordingly, the provisions of your benefits subject to certain federal laws (e.g. coordination of benefits with Medicare) do not recognize same-sex or opposite-sex civil unions. Note that under federal law a “common law spouse” will be recognized as a spouse only if relevant state law recognizes the person as a spouse despite the lack of a formal marriage.