



PUBLICIS GROUPE

A French “Société Anonyme à Directoire et Conseil de Surveillance”
(Joint stock company with a Management Board and Supervisory Board)
Share Capital: 89 016 296 euros
Registered office: 133, avenue des Champs Élysées – 75008 PARIS - France
542 080 601 Registry of Commerce and Companies of PARIS

BY-LAWS

**UP DATED ON DECEMBER 31, 2015
BY DECISION OF THE MANAGEMENT BOARD
OF JANUARY 25, 2016**

TITLE 1
INCORPORATION OF THE COMPANY – PURPOSE
NAME – REGISTERED OFFICE – TERM

Article 1
Incorporation of the Company

The French *société anonyme* “PUBLICIS GROUPE S.A.” was definitively incorporated on October 4, 1938.

It will keep on existing between the successive owners of the shares currently created and those that may be subsequently created.

Such company is governed by Book two of the French Commercial Code and in particular by Articles L. 225-57 through L. 225-93 of said Code and by the mandatory provisions of the laws and decrees enacted since or that could be subsequently enacted; it is also governed by these by-laws for matters required by the legal or regulatory provisions or allowed to be referred to by such provisions.

Article 2
Purpose

The purpose of the company shall still be:

Exploiting and enhancing, in any way whatsoever, advertisement under all forms and regardless the nature thereof.

Organizing any shows and radio or television broadcasts, setting-up of any radio, television and other programs, operating any movie theatres, recording or broadcasting studios and any projection and viewing rooms, paper publishing of any nature and mechanic publishing of any music, sketches, screenplays and dramas.

And generally, all commercial, financial, real estate, industrial and movable transactions directly or indirectly related to the foregoing or likely to facilitate the development and extension of the corporate business.

The company may act in all countries on its behalf and on behalf of third parties, either alone, or in partnership, association or company, with all other companies and persons and complete under any form whatsoever, either directly or indirectly, the transactions falling within its purpose.

It may also acquire, under any form, any interests and titles in any French or foreign business and undertakings, regardless of their purpose.

Article 3

Name – Registered office

The name of the company shall be:

“PUBLICIS GROUPE S.A.”

immediately preceded or followed by the words “*société anonyme*” or the initials “S.A.” and by a statement of the amount of the capital.

The registered office remains in PARIS (8th), 133 avenue des Champs-Élysées.

It may be transferred to any other location within the *département* of Paris or a border *département* by simple decision of the Supervisory Board, subject to ratification of such decision by the next Ordinary Shareholders’ Meeting.

It may be transferred to any other place pursuant to a deliberation of the Extraordinary Shareholders’ Meeting.

Administrative offices, branches, offices and agencies may be created in any location by the Management Board without resulting therefrom an exemption to the jurisdiction set hereby.

Article 4

Term

The Company shall still have a ninety-nine-year term as from October 4, 1938 and shall expire on October 3, 2037; unless in case of early dissolution or extension provided for hereby.

At least one year before the date of expiration of the Company, the Extraordinary Shareholders’ Meeting shall be called in order to decide under the conditions required for modification of the by-laws, whether the company’s term should be extended.

TITLE II
SHARE CAPITAL – SHARES

Article 5
Share Capital

The share capital amounts to eighty nine million sixteen thousand two hundred and nineteen-six euros (€ 89 016 296) and is divided into two hundred and twenty-two million five hundred and forty thousand seven hundred and forty (222 540 740) shares of par value zero euro forty cents (€ 0.40), fully paid up and all of same class.

Article 6
Form of the shares

The fully paid up shares shall be registered or bearer shares, at the shareholder's election.

The partly paid up shares may be bearer shares only after full payment.

The ownership of the shares, regardless of their form, results from their registration in the name of the holder(s) in the registers and accounts opened and kept pursuant to the laws in force:

- for registered securities, by the Company or an agent appointed for such purpose,
- for bearer securities, by a financial intermediary authorized by the Minister of Economy and Finances.

The Company or the authorized intermediaries who are bookkeepers deliver to any holder of a securities account requesting so and at his costs a certificate specifying the nature, number of securities registered in his account and mentions included therein.

The Company is entitled to request, at any time, against a remuneration assumed by it, to the body in charge of the clearing of the bearer securities, the name or, in case of a legal entity, the corporate name, nationality and address of the holders of securities granting immediately or in the future a voting right in its own shareholders' meetings, as well as the quantity of securities held by each of them and the restrictions relating to the securities, if any.

The Company has the possibility to request to legal entities, owners of its shares and having more than 2.5 % of the capital or voting rights, to inform it of the identity of the persons directly or indirectly holding more than one third of the share capital of such legal entity or voting rights exercised at the Shareholders' Meeting.

The conversion of shares from registered shares to bearer shares and reciprocally is carried out pursuant to the laws in force.

Article 7
Transfer of shares

I - Assignment of registered shares may be carried out vis-à-vis third parties and the Company only by a transfer form, signed by the assignor or its agent and mentioned on the registers that the company keeps for such purpose.

In the event that the shares are not fully paid up, the transfer form must be signed, in addition, by the assignee.

The Company may request that the signatures of the parties be certified by a Legal Officer (*Officier Public*) or the Mayor of the domicile subject to exceptions that could result from legal provisions.

The transfer of shares without consideration or following a death is also carried out only by transfer mentioned on the share transfer register of the company upon giving evidence of the transfer under the legal conditions.

The assignees shall bear the transfer costs.

The shares on which payments are still required may not be transferred.

II- The transfer with consideration of the bearer shares is carried out by registration in the books of the related authorized intermediary/intermediaries.

III. - Any person or entity, acting alone or in concert, who holds or will hold, in any way whatsoever within the meaning of Articles L. 233-7 et seq. of the Commercial Code, a portion greater than or equal to 1% of the share capital or the voting rights, or any multiple of such percentage, including beyond the disclosure thresholds established by law and regulations, must inform the Company of the total number of shares and voting rights owned by such person or entity, as well as of any securities giving access to the capital and the voting rights that may be attached thereto, by means of a registered letter with return receipt requested sent to the registered office within five trading days from the date on which one of the thresholds was exceeded.

Such obligation also applies whenever the portion of capital or voting rights held becomes lower than one of the thresholds provided for in the paragraph above.

In the event of failure to comply with the provisions above, the penalties provided for by law for failure to meet the obligation to disclose that statutory thresholds have been exceeded shall also apply, at the request, recorded in the minutes of the shareholders' meeting, of one or more shareholders holding at least 1% of the capital or the voting rights of the Company.

IV – The Extraordinary Shareholders' Meeting may authorize the Management Board to purchase a fixed number of shares in the Company to cancel them through capital reduction under the conditions provided for by Article L. 225-206 of the French Commercial Code.

In addition, the Company may acquire its own shares pursuant to the requirements of Articles L. 225-208 and L. 225-209 of the French Commercial Code, in particular those provided for to regularize the market price of the shares of the Company.

Finally, the Company may keep, under the conditions provided for by the law, the shares it would have acquired in the context of universal transmission of estate or as a result of a court decision.

Article 8

Rights attached to the share

Each share shall give a right, in the ownership of the corporate assets and in the distribution of profits, to a fraction proportional to the portion of the issued shares; any share gives right, in particular, during the life of the company as during the liquidation, to the payment of the same net amount for any allocation or reimbursement, so that, if necessary, all tax exemptions as well as all taxation to which such allocation or reimbursement may give rise are grouped between all the shares without distinction.

The shareholders shall be bound, even vis-à-vis third parties, only up to the amount of shares they own; beyond, they may be subject to no call for capital.

Whenever it is necessary to own several shares in order to exercise any right, the owners who own isolated securities or a number lower than that required have no right against the Company; in such a case, the shareholders will have to take over responsibility of the grouping of the necessary number of shares.

Article 9

Payment of the cash shares

The amounts outstanding on the cash shares are called by the Management Board.

The called portions and the date, on which the corresponding amounts must be paid, are notified to the shareholders by registered mail sent to each of the shareholders, at least fifteen days before.

The shareholder who does not pay, on their due date, the installments due on the shares he holds, must automatically and without prior summons pay the company a late-payment interest calculated each day as from the due date, at the rate of eight percent (8 %) per year, without prejudice to specific performance provided for by law.

TITLE III
MANAGEMENT AND SUPERVISORY BOARD

Sub-title I: MANAGEMENT BOARD

Article 10

Appointment – Revocation – Term of office – Age limit
Replacement – Compensation

I – The Company shall be managed by a Management Board (*Directoire*) composed of a minimum of two members and a maximum of seven members, all of whom must be individuals and may but need not be shareholders, and shall be appointed by the Supervisory Board and meeting the age limit conditions provided for in paragraph II below.

The members of the Management Board may be revoked either by the Supervisory Board or by the Shareholders' Meeting.

II – The Management Board shall be appointed for a four-year term.

Its members may be reelected.

The term of office of each Management Board member shall end at the time of the annual ordinary general shareholders' meeting that follows the member's seventy-fifth birthday.

In case of vacancy of a position as member of the Management Board, the Supervisory Board must decide, within two months, whether the vacant position shall be replaced. The Supervisory Board is however bound to replace within two months any position whose vacancy would cause the number of members of the Management Board to fall below two; the replacing member shall be appointed for the remaining term of office until the renewal of the Management Board.

III – The Supervisory Board grants to one of the members of the Management Board the title of Chairman of the Management Board. Furthermore, the Supervisory Board may grant to one or more or all the other members of the Management Board the title of General Manager.

IV – The method and amount of compensation of each of the members of the Management Board shall be set by the Supervisory Board.

Article 11
Deliberation

I – The Management Board shall meet upon notice given by the Chairman or one of its members, as often as the interest of the Company requires and at least once a month and also in order to act on any transactions referred to in Article 12 below, requiring the prior approval of the Supervisory Board.

The meetings of the Management Board shall take place at the registered office or at any other location indicated by the convening person.

The notices of meeting are made through any means and even orally.

II – A member of the Management Board may be represented at a meeting by another member of the Management Board who may not hold more than one power-of-attorney.

III – Minutes must be prepared after every Management Board meeting.

IV – In case of absence of the Chairman, the Management Board shall appoint among the members the person acting as chairman of the meeting.

The Management Board may also appoint a secretary among its members or outside.

V – For the validity of the deliberations of the Management Board, the presence, participation by videoconferencing, teleconferencing or the representation of a majority of the members in office is necessary and sufficient.

The decisions shall be made by a majority of the members present, or participating by videoconferencing or teleconferencing, or represented.

In the event of a tie, the person chairing the meeting shall not have the deciding vote unless that person is the Management Board Chairman.”

VI – The minutes of the Board of Management shall be prepared on a special register kept at the registered office or on loose leaves numbered without discontinuity.

They are signed by the Chairman of the meeting and by the Secretary or by two members of the Management Board.

The copies or extracts from such minutes shall be certified by the Chairman or by a member of the Management Board.

Article 12

Powers – Relations with third parties

I – The Management Boards shall ensure the collegial management of the Company.

The members of the Management Board may, with the authorization of the Supervisory Board, allocate among them the management works. However, such allocation may not, in any case, result in withdrawing from the Management Board its nature as body collegially ensuring the management of the Company.

The Management Board shall have the broadest powers to act in all circumstances in the name of the Company. It exercises such powers within the limit of the corporate purpose and subject to those granted by the law to the Supervisory Board and the shareholders' meetings. The Management Board has, in particular, the following powers which are mentioned for indications only and not limitations:

1° It prepares the internal rules of the company; it appoints and revokes all managers, deputy managers or signing officers, any employees or agents, determines their attributions, sets their compensations, salaries and bonuses, as well as their guarantees, if any, and the conditions of their entrance or retirement, all of this by agreement or otherwise.

2° It sets the general operating and management expenses in the context of the annual planning budget.

3° It creates sets or suppresses any branches, agencies, offices and warehouses.

4 ° It enters into and authorizes any agreements, markets or job works or otherwise.

5 ° It enters into and terminates any insurance policies or contracts for risks of any nature, discusses and sets the figures of any indemnities.

6 ° It collects any amounts due to the Company, pays those the latter owns, discusses and sets, for such purpose, any accounts and gives or withdraws any discharges; it creates, accepts, pays and negotiates any promissory notes, drafts, bills of exchange, checks, commercial papers, warrants, gives any endorsements and guarantees; it opens and runs in the name of the Company, any deposit accounts, current accounts or collateral deposits; it rents any safety deposit boxes and withdraws the content thereof.

7° It enters into and authorizes any agreements, transactions or compromises; it approves any withdrawals and releases before and after payment.

8° It represents the Company vis-à-vis third parties, any ministries, bodies and public or private administrations under all circumstances and for any payments; it carries out all formalities, makes all declarations and signs all necessary instruments and minutes.

9° It represents the Company before courts and exercises any court actions, both as plaintiff and defendant; it makes all settlement agreements and compromises in this respect.

10° It submits to any bankruptcy, judicial reorganization or amicable liquidation, takes part in any meeting, asserts any receivable, makes any rebate of total or partial debts, covers the amount of any collocation forms.

11° It grants and accepts any lease and rent with or without promise to sell, as well as any assignment or termination of such leases with or without indemnity.

12° It acquires, or assigns on behalf of the Company, any process, patent, trademark and other right of industrial property, acquires and grants any license and sub-license.

13° It creates any French or foreign companies or contributes to their creation, by contributions or subscriptions or by purchase of shares, bonds, equity interests or any rights; it gives a share to the company in all partnerships, unions or economic interest grouping; it authorizes any direct or indirect interests or any commercial, financial, real estate or movable transactions or individual undertakings, relating in any way whatsoever to the purpose of the Company, either abroad or in France; it carries out any sale, in whole or part, of any interests.

14° It appoints the person who will exercise the position as permanent representative of the Company in the event that the latter would be appointed as director or member of the Supervisory Board in any other *société anonyme*; it takes the measures relating to the composition and modification of the Board of Directors and the senior managers of subsidiaries.

15° It makes all purchases and carries out all exchanges, sales, contributions of buildings, it settles all encumbrance issues; it causes to establish any constructions and perform any necessary works and installations.

16° It enters into all borrowings, under any form whatsoever, with or without security, it grants all loans or advances, in particular to any of the subsidiaries.

However, as an internal measure, and one that is not binding on third parties, the Supervisory Board shall, at its meeting held to review the financial statements for the past fiscal year, specify which of the transactions referred to in paragraphs 1 to 16 shall require its prior consent, until it decides otherwise, and shall inform the Management Board thereof.

II- In the relations of the Company with third parties, the Chairman of the Management Board and the member(s) of the Management Board appointed as General Managers by the Supervisory Board shall represent the Company vis-à-vis third parties.

III – The Management Board may appoint agents, even outside the Company, for one or more transactions or determined categories of transactions; the Chairman of the Management Board and the General Manager(s) may themselves, acting alone, grant under their responsibility any delegation of powers.

Sub-title II: SUPERVISORY BOARD

Article 13

Appointment – Term of office – Age limit – Renewal – Co-optation

I – The Supervisory Board shall be formed of three members at least and eighteen members at most, meeting the age limit conditions provided for in paragraph III below, and appointed by the Shareholders' Meeting.

II – Members of the Supervisory Board are elected for a four-year term. As an exception to the foregoing, members of the Supervisory Board who are currently serving a six-year term shall remain in office until the original expiration date of their term of office.

Members of the Supervisory Board whose term of office has ended may always be reelected.

III – The number of members of the Supervisory Board having exceeded seventy-five years may not be greater than one third, possibly rounded up to the higher number of members in office. In the event such threshold would be exceeded, the eldest member of the Supervisory Board would automatically be resigned. The possible excess of such threshold shall be assessed during the deliberation of the Supervisory Board ruling on the financial statements of the past fiscal year.

The provisions above shall also apply to the permanent representatives of the legal entities attending the Supervisory Board.

IV – In case of vacancy, due to death or resignation, from one or more members whereas the number of members of the Supervisory Board still in office is not lower than the minimum required by law, the Board may, between two Shareholders' Meetings, proceed to interim appointments.

When the number of members of the Board becomes lower than the minimum required by law, the remaining members must immediately call the Ordinary Shareholders' Meeting in order to complete the number of members of said Board.

The member of the Board appointed to replace another member whose term of office has not expired, remains in office only during the remaining time of the term of office of his predecessor.

V – Each Supervisory Board member shall hold at least five hundred shares during his or her entire term of office. They shall be registered or to bearer. If the shares are to bearer, the authorized account administrator shall provide evidence of their ownership in accordance with the law.

Article 14

Chairman and Vice-Chairman of the Supervisory Board

The Supervisory Board shall elect, among its members, a Chairman and a Vice-Chairman who are in charge of calling the Board and conduct the discussions thereof and who exercise their positions for their term of office as member of the Supervisory Board.

The Chairman and the Vice-Chairman must be individuals; they may be reelected.

The Board may at any time revoke them.

Article 15

Deliberation

I – The Board shall meet as often as the interest of the Company requires, upon notice given by the Chairman or, in his absence, by the Vice-Chairman.

However, the Chairman of the Supervisory Board or the Vice-Chairman must call the Board on a date that may not be after fifteen days, when a member at least of the Management Board or one third at least of the members of the Supervisory Board present to him a grounded request in this respect.

If the request remains unanswered, its authors may proceed themselves to the notice, by indicating the agenda of the meeting.

The meetings of the Board shall take place at the registered office or in any other location indicated in the notice of meeting.

The notices of meeting are made by any means and even orally.

II – Any member of the Board may give power to another member to represent him during a deliberation of the Supervisory Board and vote for him on one or more or all the questions put to deliberation. The Board is sole judge of the validity of the power-of-attorney, which may besides be given by simple mail or by telegram; each member present may represent only one absent member.

III – In case of absence of the Chairman and the Vice-Chairman, the Board shall appoint for each meeting the member among its members who are present who must act as Chairman.

The Board shall also appoint among its members or outside the person who will act as secretary.

IV – For the validity of the deliberations of the Board, the number of members present must be at least equal to half the number of members in office.

The deliberations of the Board shall be made upon majority of the votes of the members present or represented.

In case of a tie, the Chairman shall have deciding vote.

V – The minutes of the deliberations and the copies or extracts from such minutes shall be prepared and certified pursuant to the regulations in force.

Article 16

Duties of the Supervisory Board

I – The Supervisory Board shall exercise the permanent supervision of the management of the Company by the Management Board. It carries out for such purpose, at any time of the year, any such audits and controls as it deems appropriate and may be communicated any such documents as it deems useful to carry out its assignment.

It gives all authorizations to the Management Board for the transactions referred to in Article 12 above.

It receives the reports that the Management Board presents to him at least once every quarter and within the three months of the end of the fiscal year, the accounting documents.

It presents to the Annual Ordinary Shareholders' Meeting its comments on the report of the Management Board to said Meeting and on the financial statements for the fiscal year.

II – The Supervisory Board may grant to one or more of its members any special powers-of-attorney for one or more determined purposes.

It may decide the creation within itself of commissions for which it sets the composition and attributions and who exercise their activity under its responsibility, without the purpose of said attributions being to delegate to a commission the powers that are granted to the Supervisory Board itself by the law or the by-laws, or without the effect of which being to reduce or limit the powers of the Management Board.

Article 17

Compensation

I - The Supervisory Board sets the amount and terms of calculation and payment of the compensation of the Chairman of the Supervisory Board as well as that of the Vice-Chairman.

II – The Supervisory Board may receive, as attendance fees, a compensation set by the Shareholders' Meeting and maintained until otherwise decided by any other Meeting.

The Supervisory Board allocates such compensation among its members under any such proportions as it may deem reasonable.

The Supervisory Board may authorize the reimbursement of travel expenses and costs incurred by its members in the interest of the Company.

III – In addition, the Supervisory Board may allocate, by complying with the legislation in force, exceptional compensation for assignments or powers entrusted to its members.

TITRE IV SUPERVISION OF THE COMPANY

Article 18 *Statutory auditors*

The Company shall be audited under the conditions set by the law, by one or more statutory auditors, assisted by one or more alternate auditors.

TITRE V SHAREHOLDERS' MEETINGS

Article 19 *General provisions*

The Shareholders' Meeting, duly convened, represents all the shareholders. Its deliberations, taken pursuant to the law and the by-laws, are binding upon all the shareholders, even absent, disabled or dissident.

The Shareholders' Meeting is formed of all the shareholders, regardless of the number of shares they own.

Each year, an Ordinary Shareholders' Meeting must be gathered within six months after the end of the fiscal year, unless extension of such time-period by court decision.

Shareholders' meetings, either ordinary, or extraordinary, according to the purpose of the proposed resolutions may, in addition, be convened at any time of the year.

The shareholders' meeting are convened under the conditions, forms and time-periods set by law.

The meetings shall take place at the registered office or at any other location specified in said notice of meeting by the convening person.

If so decided by the Management Board at the time the shareholders' meeting is convened, the shareholders' meeting may be publicly broadcast by means of videoconferencing or any means of telecommunication or remote transmission, including the internet.

Article 20

Representation and admission to Meetings

A shareholder may be represented by another shareholder, his/her spouse, his/her partner in a French domestic partnership ("PACS") or any other individual or legal entity of his/her choice.

The proxy and, if applicable, the revocation thereof shall be in writing, and the Company shall be given notice thereof in accordance with the requirements of the statutes and regulations in force.

Every shareholder may attend general shareholders' meetings, whether personally or as represented by a proxy, subject to proof of identity and ownership of his or her shares, by registering his or her securities in an account in accordance with the law.

If so permitted by the Management Board at the time the general shareholders' meeting is convened, any shareholder may also participate in the meeting by means of videoconferencing, telecommunication or remote transmission, including the internet, as permitted by laws and regulations. The shareholder in question will accordingly be deemed present for the purpose of calculating the quorum and majority.

Article 21

Officers – Attendance sheet – Votes

The Chairman of the Supervisory Board or, in his absence, the Vice-Chairman, or, in their absence, a member of said Board appointed by it shall act as Chairman of the Shareholders' Meeting. Failing any of these people, the Meeting shall elect its chairman.

The offices as tellers are fulfilled by the two shareholders present who own or represent the greatest number of shares and, if they refuse, by those coming just after them, until acceptance.

The officers of the meeting, so formed, shall appoint a secretary who may be chosen outside the Meeting.

An attendance sheet shall be prepared pursuant to the law.

Each member of the Meeting shall have as many votes as he owns or represents shares, without restriction; however, a right shall be granted to the shares for which evidence is brought of a two-year registration at least in the name of the same shareholder or having been the purpose, for such period, only of transfer from registered share to registered share, further to *ab intestat* estate or will, division of communal estate between spouses, donation *inter vivos* in favor of a spouse or a relative entitled to inherit.

The Extraordinary Shareholders' Meeting may always purely and simply suppress the double voting right, but such suppression shall be final only after approval by the special meeting of owners of shares then entitled to the double voting right.

In case of conventional separation of ownership of the Company shares, the usufructuaries (holders of usufruct) and the bare legal title owners ("*nu-propriétaires*") of shares may freely divide between themselves the voting right at extraordinary and ordinary shareholders' meetings, subject to serving advance notice of their convention on the Company, by providing it with a certified copy at the latest twenty calendar days before the holding of the first Shareholders' Meeting following the said separation, by registered mail with receipt. In the absence of notice within the said period, the distribution provided for under article L.225-110, paragraph 1, of the Code of Commerce shall apply by right.

Any shareholder may vote by correspondence as permitted and using the methods prescribed by the laws and regulations in force. Pursuant to a decision of the Management Board, disseminated in the meeting notice published in the Bulletin des Annonces Légales Obligatoires (legal announcements bulletin), shareholders may vote by any means of telecommunication or remote transmission, including the internet, as prescribed by the applicable laws and regulations at the time such means are used.

The method of voting shall be determined by the officers presiding over the Meeting.

Article 22

Ordinary Shareholders' Meeting

The annual Ordinary Shareholders' Meeting hears the reports presented by the Management Board, the Supervisory Board and the statutory auditors, approves the balance sheet and the corporate and consolidated accounts or requests the adjustment thereof, determines the use of the profits, sets the dividends, appoints and replaces, when necessary, the members of the Supervisory Board, approves or rejects the appointments made during the fiscal year, reviews the management acts of the members of the Management Board, gives discharge to them, revokes them, also gives discharge of their assignment to the members of the Supervisory Board, revokes them at its sole discretion, approves or rejects the transactions referred to in Article L. 225-86 of the French Commercial Code, votes the attendance fees of the Supervisory Board, appoints statutory auditor(s) when necessary.

The annual Meeting may, furthermore, as any other ordinary meeting held as an extraordinary meeting:

- ratify the transfer of the registered office decided by the Supervisory Board pursuant to the provisions of the penultimate paragraph of Article 3 of the by-laws,
- authorize any borrowings through issuance of bonds non-convertible into shares and rule on the creation of specific securities to grant to them, with the understanding that this power is not reserved to the Shareholders' Meeting and that the Management Board is entitled to decide or authorize these borrowings and the creation of specific securities to grant them, unless the Shareholders' Meeting decides to exercise this authority,
- and, generally, rule on any subject matters that do not fall within the exclusive powers of the Extraordinary Shareholders' Meeting.

Article 23

Extraordinary Shareholders' Meeting

The Extraordinary Shareholders' Meeting may bring to the by-laws, in all their provisions, modifications, whatsoever, authorized by law.

It may, in particular, and without the list below being construed in a limited way, decide:

- the modification or extension of the corporate purpose,
- the change in the company's name,
- the transfer of the registered office outside the *département* of Paris and border *départements*,
- the increase or reduction of the share capital,
- the change in the company's nationality under the conditions provided for in Article L. 225-97 of the French Commercial Code,
- the extension, reduction of term or early dissolution of the company,
- its merger or absorption with or by any other companies created or to be created,
- the assignment to any third party or the contribution to any pre-existing or new companies of all the properties, rights and obligations of the company,
- its transformation into a company of any other form,
- the regrouping of the shares or their division into shares of a lower par value.

It may in no way, unless unanimity of the shareholders, increase the commitments of the latter, subject to the transactions resulting from a regrouping of shares duly carried out.

Article 24

Quorum and majority – minutes

The ordinary and extraordinary shareholders' meetings deliberate under the conditions of *quorum* and majority required by the provisions respectively governing them.

The minutes of deliberations of the meetings and the copies or extracts from such minutes shall be prepared and certified pursuant to the regulations in force.

TITRE VI

FISCAL YEAR – INVENTORY

Article 25

Fiscal year

The fiscal year shall begin on January 1 and end on December 31.

Article 26

Inventory and corporate accounts

The Management Board shall prepare at the end of each fiscal year, the inventory of the various assets and liabilities existing on such date.

It shall also draw up the financial statements and the balance sheet required by law.

TITLE VII

PROFITS – RESERVES

Article 27

Determination of the profit

The net proceeds from the fiscal year, after deduction of general expenses and other charges of the Company, including any amortization and provisions, shall constitute the profit.

Article 28

Allocation and division of the profit

An amount of at least five per cent, if necessary after deduction of the loss carried forward, shall be deducted from this profit, in order to build up the reserve referred to as “legal reserve”. This amount shall no longer be deducted as of the day these reserves amount to one tenth of the share capital. It shall be compulsory again if, for any reason whatsoever, the reserves fall below one tenth of the share capital.

The distributable profit shall be made up of the profit of the fiscal year reduced by the losses of the preceding years and the amounts which have been put on the reserve funds pursuant to the law and the by-laws, and increased by the profit carried forward.

On such profit, the amount necessary to be used for the shareholders, as first dividend, is first deducted, five percent of the amounts whose shares are paid up and non amortized, without, in case of insufficiency during a fiscal year to make such payment, a deduction on the profit of the subsequent fiscal years being made on this ground.

On the remaining amount, the Shareholders’ Meeting shall have the possibility, upon proposal of the Management Board, to deduct any such amounts it may deem reasonable to set, either to be carried forward on the next fiscal year, or to be included in one or more reserves, either general or special, for which it determines the allocation or use.

The balance, if any, shall be allocated to the shares.

Article 29
Payment of dividends

The terms and conditions of payment of dividends shall be set by the Shareholders' Meeting or, failing it, by the Management Board.

However, the payment of dividends must take place within a maximum period of nine months after the end of the fiscal year.

Duly received dividends shall never be returnable.

The Shareholders' Meeting ruling on the accounts of the fiscal year has the possibility to grant to each shareholder, for all or part of the distributed dividend, an option between the payment of the dividend in cash or in shares under the legal and regulatory conditions.

TITRE VIII
DISSOLUTION – LIQUIDATION

Article 30
Early dissolution

The Extraordinary Shareholders' Meeting may, at any time, decide the early dissolution of the company.

Article 31
Event of loss

When losses, stated in accounting documents, result in the reduction of the shareholders' equity below one-half of the share capital, the Management Board must, within four months following the approval of the accounts stating such losses, convene the Extraordinary Shareholders' Meeting called to decide the early dissolution of the company, if necessary.

If the company is not dissolved, the company must, no later than at the end of the second fiscal year following the one when the losses have been stated, reduce its share capital for an amount at least equal to the amount of the losses that could not be covered by the reserves if, within said period, the shareholders' equity of the company could not be increased to reach an amount at least equal to half the share capital, subject to the legal provisions relating to the minimum amount of capital of *sociétés anonymes*.

Failing any meeting of the Shareholders' Meeting, as in the event that such meeting could not validly act, any interested party may request the dissolution of the company before courts.

Article 32

Conditions of the liquidation

Upon expiration of the company, or in case of early dissolution, the Shareholders' Meeting shall settle the method of liquidation and appoint one or more liquidators for whom it determines the powers and who exercise their duties pursuant to law; such appointment puts an end to the duties of the Management Board.

The assets of the dissolved company shall be allocated, first, to the payment of the liabilities and corporate expenses, then to the reimbursement of the non-amortized amount of the capital. The remaining proceed of the liquidation shall be allocated to the shares by equal portions between them.

TITLE IX
DISPUTES

Article 33

Disputes – Election of domicile

Any disputes which may arise during the duration of the Company or its liquidation either between the shareholders, or between the Company and the shareholders themselves, regarding the interpretation or performance of these by-laws or generally regarding corporate matters, shall be brought before the courts having jurisdiction within the venue of the registered office.

For such purpose, in case of dispute, any shareholder must elect domicile within the venue of the Court having jurisdiction for the registered office and all summonses and notices shall be duly delivered to such domicile.

Failing any election of domicile, the summonses and notices shall be validly made to the Public Prosecutor's Office (*Parquet du Procureur de la République*) before the *Tribunal de Grande Instance* within the venue of the registered office.