

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934: For the fiscal year ended December 31, 2001

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission File No. 1-10686

MANPOWER INC.

(Exact name of registrant as specified in its charter)

WISCONSIN
(State or other jurisdiction of
incorporation or organization)

39-1672779
(I.R.S. Employer
Identification No.)

5301 NORTH IRONWOOD ROAD
MILWAUKEE, WISCONSIN
(Address of principal executive offices)

53217
(Zip Code)

Registrant's telephone number, including area code: (414) 961-1000

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of Exchange on which registered
Common Stock, \$.01 par value	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: NONE

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes (X) No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [X]

The aggregate market value of the voting stock held by nonaffiliates of the registrant was \$2,557,167,160 as of February 28, 2002. As of February 28, 2002, there were 76,265,501 of the registrant's shares of common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Part I and Part II incorporate information by reference from the Annual Report to Shareholders for the fiscal year ended December 31, 2001. Part III is incorporated by reference from the Proxy Statement for the Annual Meeting of Shareholders to be held on April 30, 2002.

PART I

The terms "Manpower," "we," "our," "us," or "the Company" refer to Manpower Inc. or Manpower Inc. and its consolidated subsidiaries, as appropriate in the context.

ITEM 1. BUSINESS

Introduction and History

We are a global staffing leader delivering high-value staffing and workforce management solutions worldwide. Through a systemwide network of over 3,900 offices in 61 countries, we provide a wide range of human resource services, including:

- o professional, specialized, office and industrial staffing,
- o temporary and permanent employee testing, selection, training and development,
- o internal audit, accounting, technology and tax services, and
- o organizational-performance consulting.

We provide services to a wide variety of customers, none of which individually comprise a significant portion of revenues within a given geographic region or for us as a whole.

We have a comprehensive system of assessment/selection, training and quality assurance used by our temporary staffing operations throughout the world. The system has been developed through a combination of internally designed and produced materials and materials purchased from external companies through exclusive contracts. Modifications are made, as necessary, to reflect differences in language, culture and business practices of each region or country.

We were organized in 1991 as a holding company to acquire Manpower PLC, which indirectly owned Manpower International Inc. Manpower International Inc. was our primary operating subsidiary until June 30, 1996, when it was merged into us. The predecessor of Manpower International Inc. was organized in 1948 and its shares were listed on the New York Stock Exchange (the "NYSE") in 1962.

Our principal executive offices are located at 5301 North Ironwood Road, Milwaukee, Wisconsin 53217 (telephone: 414-961-1000).

OUR OPERATIONS

United States

In the United States, our operations under the Manpower brand are carried out through both branch and franchise offices. Branch offices are owned by us. We had 719 branch and 402 franchise offices in the United States at December 31, 2001. We provide a number of central support services to our branches and franchises, which enable us to maintain consistent service quality throughout the United States regardless of whether an office is a branch or franchise. We provide customer invoicing and payroll processing of our temporary employees for all branch offices and a majority of our franchise offices through our Milwaukee headquarters.

Our franchise agreements provide the franchisee with the right to use the Manpower(R) service mark and associated marks in a specifically defined exclusive territory. In the United States, franchise fees range from 2-3% of franchise sales. Our franchise agreements provide that in the event of a proposed sale of a franchise to a third party, we have the right to repurchase the franchise at the same price and on the same terms as proposed by the third party. We frequently exercise this right and intend to continue to do so in the future if opportunities arise with appropriate prices and terms.

In the United States, our Manpower branch operations are primarily related to providing temporary employment services. During 2001, approximately 41% of our United States temporary help revenues were derived from placing office staff, including contact center staff, 39% from placing industrial staff and 20% from placing professional and technical staff.

We also conduct business in the United States under our Jefferson Wells and Empower brands. These operations are discussed further in the "Other" section.

France

We are a leading temporary employment service provider in France. We conduct our operations in France through over 929 branch offices under the name of Manpower and 56 branch offices under the name Supplay.

The temporary services market in France is predominately industrial. In 2001, we derived approximately 70% of our revenue in France from the industrial sector, 14% from the construction sector 16% from the office sector.

United Kingdom

We are a leading supplier of temporary employment services in the United Kingdom. As of December 31, 2001, we conducted operations in the United Kingdom through 160 branch offices under the Manpower brand, which we refer to as Manpower UK.

Manpower UK also offers temporary employment services in the office, contact center, industrial, and technical markets. Manpower UK is a leading company in the United Kingdom for the provision of managed services, project work and subcontracted activities. During 2001, approximately 40% of Manpower UK's revenues were derived from the supply of office staff, including contact center staff, 35% from the supply of industrial staff, 15% from the supply of technical staff.

We also own Brook Street Bureau PLC, or Brook Street, which operates through a total of 126 branch offices, separately from the Manpower brand. Brook Street is based in the United Kingdom. Its core business is secretarial, office and light industrial recruitment, with niche operations in accountancy, finance and social care recruitment. Brook Street operates as a local network of branches supported by a national head office and competes primarily with local or regional independents. In 2001, approximately 88% of its revenues were derived from temporary placements and 12% were derived from permanent placements.

In January 2000, we acquired Elan Group Ltd., or Elan, a leading provider of IT staffing solutions based in the United Kingdom. Elan operates through 22 branch offices in the United Kingdom and Ireland, throughout mainland Europe and in Hong Kong.

Other Europe

We operate through 967 branch offices and 54 franchise offices in other European countries. The largest of these operations are located in Italy, Sweden, Norway, The Netherlands, Germany, Spain, Israel and Belgium, all of which operate through branch offices, and Switzerland, which is a 49% owned franchise. We are a leading provider of human resource services in continental Europe.

Other

We operate under the Manpower name through 406 branch offices and 27 franchise offices in the other markets of the world. The largest of these operations are located in Japan, Australia and Mexico, all of which operate through branch offices, and Canada, which operates through branch and franchise offices. Other significant operations are located in 15 countries in Central and South America and in 9 countries throughout Asia. In most of these countries, we primarily supply temporary workers to the industrial, general office and technical markets.

During 2000, we launched the Empower Group, or Empower, an independent operating division, that provides organizational performance consulting services to multi-national corporations worldwide. Empower is based in London and has 24 branch offices in 14 countries worldwide. The largest operations are located in Australia, New Zealand, Scandinavia, Singapore, United Kingdom and the United States.

During 2001, we acquired Jefferson Wells International, Inc., a professional services provider of internal audit, accounting, technology and tax services. It operates through a network of nearly 30 branch offices throughout the United States and Canada.

COMPETITION

The temporary employment services market throughout the world is highly competitive and highly fragmented with more than 15,000 firms competing in the industry throughout the world. In addition to us, the largest publicly owned companies specializing in temporary employment services are Adecco, S.A. (Switzerland), Vedior N.V. (Netherlands), Randstad Holding N.V. (Netherlands) and Kelly Services, Inc. (U.S.).

Historically, in periods of economic prosperity, the number of firms operating in the temporary help industry has increased significantly due to the combination of a favorable economic climate and low barriers to entry. Recessionary periods generally result in a reduction in the number of competitors through consolidation and closures, however, historically this reduction has proven to be for a limited time as the following periods of economic recovery have led to a return to growth in the number of competitors.

In the temporary staffing industry, competition is often limited to firms with offices located within a customer's particular local market because temporary employees (aside from certain employees in the professional services segment) are generally unwilling to travel long distances. In most major markets, competitors generally include many of the publicly traded companies and numerous regional and local competitors, some of which may operate only in a single market. Governmental entities or agencies, such as state employment offices in the United Kingdom and many European countries may also compete in some markets.

Since client companies rely on temporary employment firms having offices within the local area in which they operate, competition varies from market-to-market and country-to-country. In most areas, no single company has a dominant share of the market. Many client companies use more than one temporary employment services provider; however, in recent years, the practice of using a limited number of temporary suppliers, a sole temporary supplier or a primary supplier has become an increasingly important factor among the largest customers. These sole supplier relationships can have a significant impact on our revenue and operating profit growth as volume reductions by such customers, whether related to economic factors or otherwise, could have an adverse effect on our results in any period.

Methods of Competition

Temporary staffing firms act as intermediaries in matching available temporary workers to employer assignments. As a result, temporary staffing firms compete both to recruit and retain a supply of workers and to attract customers to employ temporary employees. Competition is generally limited to firms having offices located in a specific local geographic market. Depending on the economy of a particular market at any point in time, it may be necessary for us to place greater emphasis on recruitment and retention of temporary workers or marketing to customers. We recruit temporary workers through a wide variety of means, principally personal referrals and advertisements and by providing an attractive compensation package in jurisdictions where such benefits are not otherwise required by law, including health insurance, vacation and holiday pay, incentive and pension plans and a recognition program. We also use certain online resources, through structured relationships, to help in our recruiting efforts.

Methods used to market temporary services to customers vary depending on the customer's perceived need for temporary workers, the local labor supply, the length of assignment and the number of workers required. Depending on these factors, we compete by means of quality of service provided, scope of service offered and price. In the temporary help industry, quality is measured primarily by the ability to effectively match an individual worker to a specific assignment, as well as the rate of and promptness in filling an order. Success in providing a high quality service is a function of the ability to access a large supply of available temporary workers, select suitable individuals for a particular assignment and, in some cases, train available workers in skills required for an assignment.

An important aspect in the selection of a temporary worker for an assignment is the ability of the temporary services firm to identify the skills, knowledge, abilities, and personal characteristics of a temporary worker and match their competencies or capabilities to an employer's requirements. We have developed a variety of proprietary programs, for identifying and assessing the skill level of our temporary workers, which are used in selecting a particular individual for a specific assignment. The programs include:

- o Ultraskill(R) -- for clerical skills,
- o Sureskill -- for office automation skills such as word processing, spreadsheet, and presentation graphics,
- o Ultradex -- for several important light industrial skills,
- o Predicta -- for critical general office skills,
- o Teleskill -- for customer service and contact center skills,
- o Linguaskill -- for language skills, and
- o Phoneskill -- for verbal communication skills.

We believe that our assessment systems enable us to offer a higher quality service by increasing productivity, decreasing turnover and reducing absenteeism.

During 2000, we formed a strategic alliance with SHL Group PLC, or SHL, a leading provider of psychometric testing products and related services for employee selection, assessment and development. SHL is based in the United Kingdom and its products are assisting us in expanding the level and range of services provided to our customers.

It is also important to be able to access a large network of skilled workers and to be able to "create" certain hard-to-find skills by offering training to available workers. Our competitive position is enhanced by our being able to offer a wide variety of skills, in some of the most important market segments for temporary work, through the use of training systems.

We have developed the Global Learning Center, or GLC, an on-line university for our permanent employees and temporary workers. The GLC provides skills training, assessment and other career-related services. Students of the GLC have access to Skillware(R) training, which trains office workers on over 50 different applications from a variety of developers including Microsoft and Lotus. Skillware(R) training is also available to prepare workers for positions in contact centers, banks and other organizations where transaction processing skills are required, and to improve general office skills such as spelling, punctuation and keyboard skills. Students can also select from more than 1,500 courses in the areas of client server, programming, Internet development, and business skills. The training prepares technical employees for certification testing by guiding them through E-Commerce, Visual

Basic, C++ Programming, COBOL, JAVA, SAP, PowerBuilder, IEEE LAN Architecture and more. This training is available in a number of different languages, including English, Finnish, French, German, Greek, Italian, Japanese, Portuguese and Spanish.

We continue to evolve a thoughtful and comprehensive approach to our web-based service offerings for candidates, employees, customers and prospective customers. In doing so, we continue to evaluate the need to enhance existing services or products, develop new products, or enter into key strategic relationships with outside providers to offer optimal value propositions in our market segments.

We currently use UltraSource, which is a comprehensive order management system that is powered by the Internet. This advanced web-based tool provides efficiency to our major customers, subcontractors and internal operations by managing the order workflow. We are managing over \$300 million of staffing business for several major customers using UltraSource.

We recently released our next generation of the product, UltraSource 02. The functionality advancements in UltraSource 02 will enable us to broaden the prospective customer base where there are requirements for web-based ordering systems. UltraSource 02 was designed to meet the needs of global organizations, while being flexible enough to adapt to the preferences of individual local users. The product has been launched initially in North America and will be introduced in targeted global markets throughout 2002.

Although temporary help firms compete in a local market, for administrative purposes, the largest customers demand national, and increasingly global, arrangements. A large national or multi-national customer will frequently enter into non-exclusive arrangements with several firms, with the ultimate choice among them being left to its local managers; this effectively limits competition to the few firms, including us, with large branch networks. National and multi-national arrangements, which generally fix either the pricing or mark-up on services performed, represented approximately 50% of our sales in 2001.

REGULATION

The temporary employment services industry is closely regulated in all of the major markets in which we operate, except the United States and Canada. Temporary employment service firms are generally subject to one or more of the following types of government regulation:

- o regulation of the employer/employee relationship between the firm and its temporary employees,
- o registration, licensing, record keeping and reporting requirements, and
- o substantive limitations on the operations or the use of temporary employees by customers.

In many markets, the existence or absence of collective bargaining agreements with labor organizations has a significant impact on our operations and the ability of customers to use our services. In some markets, labor agreements are structured on an industry-wide, rather than company-by-company, basis. Changes in these collective labor agreements have occurred in the past and are expected to occur in the future and may have a material impact on the operations of temporary employment services firms, including us.

In many countries, including the United States and the United Kingdom, temporary employment services firms are considered the legal employers of temporary workers. Therefore, the firm is governed by laws regulating the employer/employee relationship, such as tax withholding or reporting, social security or retirement, anti-discrimination and workers' compensation. In other countries, temporary employment services firms, while not the direct legal employer of temporary workers, are still responsible for collecting taxes and social security deductions and transmitting such amounts to the taxing authorities.

In many countries, particularly in continental Europe, entry into the temporary employment market is restricted by the requirement to register with, or obtain licenses from, a government agency. In addition, a wide variety of ministerial requirements may be imposed, such as record keeping, written contracts and reporting. The United States and Canada do not presently have any form of national registration or licensing requirement.

In addition to licensing or registration requirements, many countries impose substantive restrictions on the use of temporary employment services. Such restrictions include regulations affecting the types of work permitted, the maximum length of a temporary assignment, wage levels or reasons for which temporary workers may be employed. In some countries special taxes, fees or costs are imposed in connection with the use of temporary workers. For example, in France, temporary workers are entitled to a 10% allowance for the precarious nature of employment which is eliminated if a full-time position is offered to them within three days. In some countries, the contract of employment with the temporary employee must differ from the length of assignment.

In the United States, we are subject to various federal and state laws relating to franchising, principally the Federal Trade Commission's franchise rules and analogous state laws. These laws and related rules and regulations impose specific disclosure requirements. Virtually all states also regulate the termination of franchises. See "Management's Discussion and Analysis of Financial Condition and Results of Operations - Legal Regulations and Union Relationships" which is found in our 2001 Annual Report to Shareholders and which is incorporated herein by reference.

TRADEMARKS

We maintain a number of registered trademarks, tradenames and service marks in the United States and certain other countries. We believe that many of these marks and tradenames, including Manpower(R), Ultraskill(R) and Skillware(R), have significant value and are materially important to our business. In addition, we maintain other intangible property rights.

EMPLOYEES

We had approximately 22,400 full-time equivalent employees at December 31, 2001 and 20,000 full-time equivalent employees at December 31, 2000. In addition, we estimate that we assign approximately 2 million temporary workers on a worldwide basis each year.

As described above, in most jurisdictions, we, as the employer of our temporary workers or as otherwise required by applicable law, are responsible for employment administration. This administration includes collection of withholding taxes, employer contributions for social security or its equivalent outside the United States, unemployment tax, workers' compensation and fidelity and liability insurance, and other governmental requirements imposed on employers. In most jurisdictions where such benefits are not legally required, including the United States, we provide health and life insurance, paid holidays and paid vacations to qualifying temporary employees.

FINANCIAL INFORMATION ABOUT FOREIGN AND DOMESTIC OPERATIONS AND EXPORT SALES

Note 13 to our Consolidated Financial Statements sets forth the revenues, operating unit profit and identifiable assets derived from each geographical area for the years ended December 31, 2001, 2000 and 1999. Such note is found in our 2001 Annual Report to Shareholders and is incorporated herein by reference.

ITEM 2. PROPERTIES

Our international headquarters are in Glendale, Wisconsin, a suburb of Milwaukee. We own, free of any material encumbrances, an 82,000 square foot building and a 32,000 square foot building situated on a sixteen-acre site in Glendale, Wisconsin. We also own additional properties at various other locations which are not material.

Most of our operations are conducted from leased premises, none of which are material to us taken as a whole. We do not anticipate any difficulty in renewing these leases or in finding alternative sites in the ordinary course of business.

ITEM 3. LEGAL PROCEEDINGS

We are involved in litigation of a routine nature and various legal matters which are being defended and handled in the ordinary course of business.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

Not applicable.

EXECUTIVE OFFICERS OF MANPOWER

NAME OF
OFFICER
OFFICE - -

- Jeffrey
A. Joerres
Chairman
of
Manpower
since May,
2001, and
President
Age 42 and
Chief
Executive
Officer of
Manpower
since
April,
1999.
Senior
Vice
President-
-European
Operations
and
Marketing
and Major
Account
Development
from July,
1998 to
April,
1999.
Senior
Vice
President-
-Major
Account
Development
of
Manpower
from
November,
1995 to
July,
1998. A
director
of Artisan
Funds,
Inc. and
Johnson
Controls
Inc. A
director
of
Manpower
since
April,
1999.
Michael J.
Van Handel
Senior
Vice
President,
Chief
Financial
Officer
and Age 42
Secretary
of
Manpower
since
August,
1999.
Senior
Vice
President,
Chief
Financial
Officer,

Treasurer
and
Secretary
of
Manpower
from July,
1998 to
August,
1999. Vice
President,
Chief
Accounting
Officer
and
Treasurer
of
Manpower
from
February,
1995 to
July, 1998

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY AND RELATED SHAREHOLDER MATTERS

The information required by this Item is set forth in our Annual Report to Shareholders for the fiscal year ended December 31, 2001, under the heading "Quarterly Data" (page 61) and "Corporate Information" (page 63), which information is hereby incorporated herein by reference.

ITEM 6. SELECTED FINANCIAL DATA

The information required by this Item is set forth in our Annual Report to Shareholders for the fiscal year ended December 31, 2001, under the heading "Selected Financial Data" (page 62), which information is hereby incorporated herein by reference.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The information required by this Item is set forth in our Annual Report to Shareholders for the fiscal year ended December 31, 2001, under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations" (pages 30 to 38), which information is hereby incorporated herein by reference.

Subsequent Event

On March 11, 2002, we settled our forward repurchase agreement in cash by repurchasing the remaining 900,000 shares of common stock at an aggregate amount of \$30.7 million. A total of one million shares have now been repurchased under this agreement, at a total cost of \$34.0 million. We have no remaining obligations under this agreement. See Note 1 to our Consolidated Financial Statements, included in our Annual Report to Shareholders for the fiscal year ended December 31, 2001, for further information about this agreement.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The information required by this Item is set forth in our Annual Report to Shareholders for the fiscal year ended December 31, 2001, under the heading "Significant Matters Affecting Results of Operations" (pages 36 to 37), which information is hereby incorporated herein by reference.

FORWARD-LOOKING STATEMENTS

Statements made in this report that are not statements of historical fact are forward-looking statements. In addition, from time to time, we and our representatives may make statements that are forward-looking. All forward-looking statements involve risks and uncertainties. This section provides you with cautionary statements identifying, for purposes of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, important factors that could cause our actual results to differ materially from those contained in forward-looking statements made in this report or otherwise made by us or on our behalf. You can identify these forward-looking statements by forward-looking words such as "expect", "anticipate", "intend", "plan", "may", "will", "believe", "seek", "estimate", and similar expressions. You are cautioned not to place undue reliance on these forward-looking statements.

The following are some of the factors that could cause actual results to differ materially from estimates contained in our forward-looking statements:

- o material changes in the demand from larger customers, including customers with which we have national or multi-national arrangements
- o availability of temporary workers or workers with the skills required by customers
- o increases in the wages paid to temporary workers
- o competitive market pressures, including pricing pressures
- o our ability to successfully expand into new markets or offer new service lines
- o our ability to successfully invest in and implement information systems
- o unanticipated technological changes, including obsolescence or impairment of information systems
- o changes in customer attitudes toward the use of staffing services
- o government, tax or regulatory policies adverse to the employment services industry
- o general economic conditions in domestic and international markets
- o interest rate and exchange rate fluctuations
- o difficulties related to acquisitions, including integrating the acquired companies and achieving the expected benefits
- o factors disclosed below
- o other factors that may be disclosed from time to time in our SEC filings or otherwise

Some or all of these factors may be beyond our control. We caution you that any forward-looking statement reflects only our belief at the time the statement is made. We undertake no obligation to update any forward-looking statement to reflect events or circumstances after the date on which the statement is made.

ANY SIGNIFICANT ECONOMIC DOWNTURN COULD RESULT IN OUR CUSTOMERS USING FEWER TEMPORARY EMPLOYEES, WHICH WOULD MATERIALLY ADVERSELY AFFECT OUR BUSINESS.

Because demand for temporary personnel services is sensitive to changes in the level of economic activity, our business may suffer during economic downturns. As economic activity begins to slow down, companies tend to reduce their use of temporary employees before undertaking layoffs of their regular employees, resulting in decreased demand for temporary personnel. Significant declines in demand, and thus in revenues, can result in expense de-leveraging, resulting in lower profit levels. For example, during 2001, our customers across the United States reduced their overall workforce to reflect the slowing demand for their products and services, which in turn significantly reduced our revenues in the United States segment. This revenue decline resulted in expense de-leveraging which significantly impacted the segment profits. We believe that continued economic slowing will continue to challenge revenue and profit growth during 2002. We expect earnings in constant currency for 2002 to decline from 2001. Any significant economic downturn, particularly in France and the United States, where we collectively derived 55% of our 2001 revenue, would have a material adverse effect on our business, financial condition, results of operations and liquidity.

THE WORLDWIDE STAFFING SERVICES INDUSTRY IS HIGHLY COMPETITIVE WITH LIMITED BARRIERS TO ENTRY, WHICH COULD LIMIT OUR ABILITY TO MAINTAIN OR INCREASE OUR MARKET SHARE OR PROFITABILITY.

The worldwide staffing services market is highly competitive with limited barriers to entry, and in recent years has been undergoing significant consolidation. We compete in markets throughout North America, South

America, Europe, Australia and Asia with full-service and specialized temporary service agencies. Several of our competitors, including Adecco S.A., Vedior N.V., Randstad Holding N.V. and Kelly Services, Inc., have very substantial marketing and financial resources. Price competition in the staffing industry is intense and pricing pressures from competitors and customers are increasing. We expect that the level of competition will remain high in the future, which could limit our ability to maintain or increase our market share or profitability.

GOVERNMENT REGULATIONS MAY RESULT IN PROHIBITION OR RESTRICTION OF CERTAIN TYPES OF EMPLOYMENT SERVICES OR THE IMPOSITION OF ADDITIONAL LICENSING OR TAX REQUIREMENTS THAT MAY REDUCE OUR FUTURE EARNINGS.

In many jurisdictions in which we operate, such as France, Germany and Japan, the temporary employment industry is heavily regulated. For example, governmental regulations in Germany restrict the length of contracts of temporary employees and the industries in which temporary employees may be used. In some countries, special taxes, fees or costs are imposed in connection with the use of temporary workers. For example, temporary workers in France are entitled to a 10% allowance for the precarious nature of employment which is eliminated if a full-time position is offered to them within three days. The countries in which we operate may:

- o create additional regulations that prohibit or restrict the types of employment services that we currently provide;
- o impose new or additional benefit requirements;
- o require us to obtain additional licensing to provide staffing services; or
- o increase taxes, such as sales or value-added taxes, payable by the providers of staffing services.

Any future regulations that make it more difficult or expensive for us to continue to provide our staffing services may have a material adverse effect on our financial condition, results of operations and liquidity.

WE ARE A DEFENDANT IN A VARIETY OF LITIGATION AND OTHER ACTIONS, WHICH MAY HAVE A MATERIAL ADVERSE EFFECT ON OUR BUSINESS, FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

We and our subsidiaries are regularly involved in a variety of litigation arising out of our business. Occasionally, this litigation can be serious. We cannot assure you that our insurance will cover all claims that may be asserted against us. Should the ultimate judgements or settlements exceed our insurance coverage, they could have a material effect on our results of operations, financial position and cash flows. We also cannot assure you that we will be able to obtain appropriate types or levels of insurance in the future or that adequate replacement policies will be available on acceptable terms, if at all.

OUR ACQUISITION STRATEGY MAY HAVE A MATERIAL ADVERSE EFFECT ON OUR BUSINESS.

We acquired Elan Group Limited in 2000 for a total purchase price of \$146.2 million and we acquired Jefferson Wells International, Inc. in 2001 for a purchase price of \$174.0 million. In addition, we acquired and invested in other companies during 2001 for a total cost of \$95.8 million. We may make acquisitions in the future. Our acquisition strategy involves significant risks, including:

- o difficulties in the assimilation of the operations, services and corporate culture of acquired companies;
- o over-valuation by us of acquired companies;
- o insufficient indemnification from the selling parties for legal liabilities incurred by the acquired companies prior to the acquisitions; and
- o diversion of management's attention from other business concerns.

In addition, future acquisitions would likely result in the incurrence of additional debt or dilution, contingent liabilities, an increase in interest expense and amortization expenses related to separately identified intangible assets.

In addition, possible impairment losses on goodwill and restructuring charges could occur. Any of these items could have a material adverse effect on our financial condition, results of operations and liquidity. For all of these reasons, any future acquisitions or failure to effectively integrate acquired companies could materially adversely affect our business.

OUR SUCCESS DEPENDS UPON OUR ABILITY TO ATTRACT, TRAIN AND RETAIN QUALIFIED PERSONNEL.

We depend on our ability to attract and retain qualified temporary personnel who possess the skills and experience necessary to meet the staffing requirements of our clients. We must continually evaluate and upgrade our base of available qualified personnel through recruiting and training programs to keep pace with changing client needs and emerging technologies. Competition for individuals with proven professional skills, particularly employees with accounting and technological skills, is intense, and we expect demand for such individuals to remain very strong for the foreseeable future. Qualified personnel may not be available to us in sufficient numbers and on terms of employment acceptable to us. Developing and implementing training programs require significant expenditures and may not result in the trainees developing effective or adequate skills. We may not be able to develop training programs to respond to our customers' changing needs or retain employees who we have trained. The failure to recruit, train and retain qualified temporary employees could materially adversely affect our business.

WE MAY BE EXPOSED TO EMPLOYMENT-RELATED CLAIMS AND COSTS THAT COULD MATERIALLY ADVERSELY AFFECT OUR BUSINESS, FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

We are in the business of employing people and placing them in the workplaces of other businesses. Risks relating to these activities include:

- o claims of misconduct or negligence on the part of our employees;
- o claims by our employees of discrimination or harassment directed at them, including claims relating to actions of our customers;
- o claims related to the employment of illegal aliens or unlicensed personnel;
- o payment of workers' compensation claims and other similar claims;
- o violations of wage and hour requirements;
- o retroactive entitlement to employee benefits;
- o errors and omissions of our temporary employees, particularly in the case of professionals, such as accountants; and
- o claims by our customers relating to our employees' misuse of client proprietary information, misappropriation of funds, other criminal activity or torts or other similar claims.

We may incur fines and other losses or negative publicity with respect to these problems. In addition, some or all of these claims may give rise to litigation, which could be time-consuming to our management team and costly and could have a negative impact on our business. In some instances, we have agreed to indemnify our customers against some or all of these types of liabilities. We cannot assure you that we will not experience these problems in the future or that our insurance will be sufficient in amount or scope to cover any of these types of liabilities.

IF WE LOSE OUR KEY PERSONNEL, THEN OUR BUSINESS MAY SUFFER.

Our operations are dependent on the continued efforts of our officers and executive management, particularly Jeffrey A. Joerres, our Chairman, President and Chief Executive Officer and Michael J. Van Handel, our Senior Vice President - Chief Financial Officer and Secretary. In addition, we are dependent on the performance and productivity of our local managers and field personnel. Our ability to attract and retain business is significantly affected by local relationships and the quality of service rendered. The loss of those key officers and

members of executive management who have acquired significant experience in operating a staffing service on an international level may cause a significant disruption to our business. Moreover, the loss of our key managers and field personnel may jeopardize existing customer relationships with businesses that continue to use our staffing services based upon past relationships with these local managers and field personnel. The loss of such key personnel could materially adversely affect our operations, including our ability to establish and maintain customer relationships.

FOREIGN CURRENCY FLUCTUATIONS MAY HAVE A MATERIAL ADVERSE EFFECT ON OUR OPERATING RESULTS.

We conduct our operations in 61 countries and the results of our local operations are reported in the applicable foreign currencies and then translated into U.S. dollars at the applicable foreign currency exchange rates for inclusion in our consolidated financial statements. During 2001, approximately 80% of our revenues and 90% of our operating profits were generated outside of the United States, the majority of which were generated in Europe. Furthermore, approximately \$513.6 million of our outstanding indebtedness as of December 31, 2001 was denominated in foreign currencies. Because of devaluations and fluctuations in currency exchange rates or the imposition of limitations on conversion of foreign currencies into U.S. dollars, we are subject to currency translation exposure on the profits of our operations, in addition to economic exposure. This risk could have a material adverse effect on our business, financial condition, cash flow and results of operations in the future.

AS OF DECEMBER 31, 2001, WE HAD APPROXIMATELY \$824.6 MILLION OF TOTAL DEBT. THIS LEVEL OF DEBT COULD ADVERSELY AFFECT OUR OPERATING FLEXIBILITY AND PUT US AT A COMPETITIVE DISADVANTAGE.

Our level of debt and the limitations imposed on us by our credit agreements could have important consequences for investors, including the following:

- o we will have to use a portion of our cash flow from operations for debt service rather than for our operations;
- o we may not be able to obtain additional debt financing for future working capital, capital expenditures or other corporate purposes or may have to pay more for such financing;
- o some or all of the debt under our current or future revolving credit facilities may be at a variable interest rate, making us more vulnerable to increases in interest rates;
- o we could be less able to take advantage of significant business opportunities, such as acquisition opportunities, and to react to changes in market or industry conditions;
- o we will be more vulnerable to general adverse economic and industry conditions; and
- o we may be disadvantaged compared to competitors with less leverage.

The terms of our revolving credit facilities permit additional borrowings, subject to certain conditions. If new debt is added to our current debt levels, the related risks we now face could intensify.

We expect to obtain the money to pay our expenses, to repay borrowings under our credit facilities and to repay our other debt primarily from our operations. Our ability to meet our expenses thus depends on our future performance, which will be affected by financial, business, economic and other factors. We are not able to control many of these factors, such as economic conditions in the markets where we operate and pressure from competitors. The money we earn may not be sufficient to allow us to pay principal and interest on our debt and to meet our other debt obligations. If we do not have enough money, we may be required to refinance all or part of our existing debt, sell assets or borrow additional funds. We may not be able to take such actions on terms that are acceptable to us, if at all. In addition, the terms of our existing or future debt agreements, including the revolving credit facilities and our indentures, may restrict us from adopting any of these alternatives.

OUR FAILURE TO COMPLY WITH RESTRICTIVE COVENANTS UNDER OUR REVOLVING CREDIT FACILITIES OR A FAILURE TO MAINTAIN AN "INVESTMENT GRADE" RATING ON OUR DEBT COULD TRIGGER PREPAYMENT OBLIGATIONS.

Our failure to comply with the restrictive covenants under our revolving credit facilities could result in an event of default, which, if not cured or waived, could result in us being required to repay these borrowings before their due date. If we are forced to refinance these borrowings on less favorable terms, our results of operations and financial condition could be adversely affected by increased costs and rates.

Certain of our financing agreements require us to maintain "investment grade" credit ratings. We currently have such ratings from Standard and Poors and Moody's Investors Service. If our ratings were significantly lowered, our accounts receivables securitization facility would need to be re-negotiated or would no longer be available. In addition, a significant lowering of our credit ratings could result in a portion or all of our zero-coupon convertible debentures being converted into shares of our common stock.

THE HOLDERS OF OUR ZERO-COUPON CONVERTIBLE DEBENTURES COULD REQUIRE US TO PURCHASE THE DEBENTURES.

The terms of the zero-coupon convertible debentures give holders of the debentures the option to require us to purchase the debentures at the issue price plus accreted original issue discount. Such holders can exercise this option on the first, third, fifth, tenth, and fifteenth anniversary dates. The first such option date is August 17, 2002. If the option were exercised, we would be required to purchase all or a portion of the debentures through the issuance of common stock, with available cash, or by financing the purchase using other available facilities.

OUR ABILITY TO SERVICE OUR DEBT IS DEPENDENT ON THE PERFORMANCE OF OUR SUBSIDIARIES.

Since we conduct a significant portion of our operations through our subsidiaries, our cash flow and our consequent ability to service our debt depends in part upon the earnings of our subsidiaries and the distribution of those earnings, or upon loans or other payments of funds by those subsidiaries, to us. The payment of dividends and the making of loans and advances to us by our subsidiaries may be subject to statutory or contractual restrictions, depend upon the earnings of those subsidiaries and be subject to various business considerations.

THE PRICE OF OUR COMMON STOCK MAY FLUCTUATE SIGNIFICANTLY, WHICH MAY RESULT IN LOSSES FOR INVESTORS.

The market price for our common stock has been and may continue to be volatile. For example, during the fiscal year ended December 31, 2001, the prices of our common stock as reported on the New York Stock Exchange ranged from a high of \$37.56 to a low of \$24.35. Our stock price can fluctuate as a result of a variety of factors, including factors listed in these "Risk Factors" and others, many of which are beyond our control. These factors include:

- o actual or anticipated variations in our quarterly operating results;
- o announcement of new services by us or our competitors;
- o announcements relating to strategic relationships or acquisitions;
- o changes in financial estimates or other statements by securities analysts; and
- o changes in general economic conditions.

Because of this volatility, we may fail to meet the expectations of our shareholders or of securities analysts, and our stock price could decline as a result.

PROVISIONS OF WISCONSIN LAW AND OUR ARTICLES OF INCORPORATION AND BYLAWS CONTAIN PROVISIONS THAT COULD MAKE THE TAKEOVER OF US MORE DIFFICULT.

Certain provisions of Wisconsin law and our articles of incorporation and bylaws could have the effect of delaying or preventing a third party from acquiring us, even if a change in control would be beneficial to our shareholders. These provisions of our articles of incorporation and bylaws include:

- o providing for a classified board of directors with staggered, three-year terms;

- o permitting removal of directors only for cause;
- o providing that vacancies on the board of directors will be filled by the remaining directors then in office; and
- o requiring advance notice for shareholder proposals and director nominees.

In addition, the Wisconsin control share acquisition statute and Wisconsin's "fair price" and "business combination" provisions limit the ability of an acquiring person to engage in certain transactions or to exercise the full voting power of acquired shares under certain circumstances. These provisions and other provisions of Wisconsin law could make it more difficult for a third party to acquire us, even if doing so would benefit our shareholders. As a result, offers to acquire us, which represent a premium over the available market price of our common stock, may be withdrawn or otherwise fail to be realized. The provisions described above could cause our stock price to decline.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The information required by this Item is set forth in the Financial Statements and the Notes thereto (pages 40 to 62) contained in our Annual Report to Shareholders for the fiscal year ended December 31, 2001, which information is hereby incorporated herein by reference.

Subsequent Event

On March 11, 2002, we settled our forward repurchase agreement in cash by repurchasing the remaining 900,000 shares of common stock at an aggregate amount of \$30.7 million. A total of one million shares have now been repurchased under this agreement, at a total cost of \$34.0 million. We have no remaining obligations under this agreement. See Note 1 to the Consolidated Financial Statements, included in our Annual Report to Shareholders for the fiscal year ended December 31, 2001, for further information about this agreement.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

- (a) Executive Officers. Reference is made to "Executive Officers of Manpower" in Part I after Item 4.
- (b) Directors. The information required by this Item is set forth in our Proxy Statement for the Annual Meeting of Shareholders to be held on April 30, 2002 at pages 3 to 4 under the caption "Election of Directors," which information is hereby incorporated herein by reference.
- (c) Section 16 Compliance. The information required by this Item is set forth in our Proxy Statement for the Annual Meeting of Shareholders to be held on April 30, 2002 at page 24 under the caption "Section 16(a) Beneficial Ownership Reporting Compliance," which information is hereby incorporated herein by reference.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this Item is set forth in our Proxy Statement for the Annual Meeting of Shareholders to be held on April 30, 2002, at page 6 under the caption "Remuneration of Directors" and pages 8 to 17 under the captions "Executive Compensation," "Report of the Executive Compensation Committee of the Board of Directors," "Executive Compensation Committee Interlocks and Insider Participation" and "Performance Graph," which information is hereby incorporated herein by reference.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The information required by this Item is set forth in our Proxy Statement for the Annual Meeting of Shareholders to be held on April 30, 2002, at page 2 under the caption "Security Ownership of Certain Beneficial Owners" and at page 7 under the caption "Security Ownership of Management," which information is hereby incorporated herein by reference.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

The information required by this Item is set forth in our Proxy Statement for the Annual Meeting of Shareholders to be held on April 30, 2002, at page 6 under the caption "Remuneration of Directors" and at page 16 under the caption "Executive Compensation Committee Interlocks and Insider Participation," which information is hereby incorporated herein by reference.

PART IV

ITEM 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULES, AND REPORTS ON FORM 8-K

(a)(1) Financial Statements. PAGE
NUMBER(S) IN ANNUAL REPORT TO
SHAREHOLDERS ----- Consolidated
Financial Statements (data incorporated
by reference from the attached Annual
Report to Shareholders): Consolidated
Statements of Operations for the years
ended December 31, 2001, 2000 and
1999.....
40 Consolidated Balance Sheets as of
December 31, 2001 and 2000..... 41
Consolidated Statements of Cash Flows for
the years ended December 31, 2001, 2000
and
1999.....
42 Consolidated Statements of
Shareholders' Equity for the years ended
December 31, 2001, 2000 and
1999..... 43 Notes
to Consolidated Financial
Statements.....
44-60 (a)(2) Financial Statement
Schedules. Report of Independent Public
Accountants on the Financial Statement
Schedule Consent of Independent Public
Accountants SCHEDULE II - Valuation and
Qualifying Accounts (a)(3) Exhibits. See
(c) below. Pursuant to Regulation S-K,
Item 601(b)(4)(iii), Manpower hereby
agrees to furnish to the Commission, upon
request, a copy of each instrument and
agreement with respect to long-term debt
of Manpower and its consolidated
subsidiaries which does not exceed 10
percent of the total assets of Manpower
and its subsidiaries on a consolidated
basis. (b) Reports on Form 8-K. None. (c)
Exhibits. 3.1 Articles of Incorporation
of Manpower Inc. incorporated by
reference to Annex C of the Prospectus
which is contained in Amendment No. 1 to
Form S-4 (Registration No. 33-38684). 3.2
Amendment of Amended and Restated
Articles of Incorporation of Manpower
Inc., incorporated by reference to the
Company's Quarterly Report on Form 10-Q
for the quarter ended June 30, 2001.

- 3.3 Amended and Restated By-laws of Manpower Inc., incorporated by reference to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2001.
- 4.1 Indenture between Manpower Inc. and Citibank, N.A., dated as of August 17, 2001, incorporated by reference to the Company's Registration Statement on Form S-3 (Registration No. 333-71040) filed on October 5, 2001.
- 10.1 Five-Year Credit Agreement dated as of December 3, 2001 among Manpower Inc., the initial lenders named therein, Citibank N.A. and Salomon Smith Barney Inc., incorporated by reference to Amendment No. 1 to the Company's Registration Statement on Form S-3 ((Registration No. 333-71040) filed on December 4, 2001.
- 10.2 364-Day Credit Agreement, dated as of November 29, 2001, among Manpower Inc., the initial lenders named therein, Citibank, N.A. and Salomon Smith Barney Inc., incorporated by reference to Amendment No. 1 to the Company's Registration Statement on Form S-3 (Registration No. 333-71040) filed on December 4, 2001.
- 10.3 Amended and Restated Manpower 1991 Executive Stock Option and Restricted Stock Plan, incorporated by reference to Form 10-Q of Manpower Inc. dated September 30, 1996.**
- 10.4 Manpower Savings Related Share Option Scheme, incorporated by reference to Amendment No. 1 to the Company's Registration Statement on Form S-4 (Registration No. 33-38684).**
- 10.5 Transfer Agreement dated February 25, 1991 between Manpower and the Company (the "Transfer Agreement"), incorporated by reference to Amendment No. 1 to the Company's Registration Statement on Form S-4 (Registration No. 33-38684).**
- 10.6 Blue Arrow Savings Related Share Option Scheme, as assumed by Manpower pursuant to the Transfer Agreement, incorporated by reference to Amendment No. 1 to the Company's Registration Statement on Form S-4 (Registration No. 33-38684).**
- 10.7 Blue Arrow Executive Share Option Scheme, as assumed by Manpower pursuant to the Transfer Agreement, incorporated by reference to Amendment No. 1 to the Company's Registration Statement on Form S-4 (Registration No. 33-38684).**
- 10.8 Amended and Restated Manpower 1990 Employee Stock Purchase Plan, incorporated by reference to the Company's Registration Statement on Form S-8 (Registration No. 333-31021).**
- 10.9 Manpower Retirement Plan, as amended and restated effective as of March 1, 1989, incorporated by reference to Form 10-K of Manpower PLC, SEC File No. 0-9890, filed for the fiscal year ended October 31, 1989.**
- 10.10(a) 1994 Executive Stock Option and Restricted Stock Plan of Manpower Inc. (Amended and Restated Effective July 24, 2001), incorporated by reference to the Company's Registration Statement on Form S-8 (Registration No. 333-66656) filed on August 3, 2001.**

- 10.10(b) Procedures Governing the Grant of Operations to Non-Employee Directors under 1994 Executive Stock Option and Restricted Stock Plan of Manpower Inc. dated May 1, 2001.
- 10.11 Stock Option Agreement between Manpower Inc. and John R. Walter dated April 26, 1999, incorporated by reference to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 1999.**
- 10.12 Advisory Services Agreement between Manpower Inc., Ashlin Management Company and John R. Walter dated April 26, 1999, incorporated by reference to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 1999.**
- 10.13 Manpower Inc. 2002 Corporate Senior Management Incentive Program.
**
- 10.14 [Reserved]
- 10.15 Amended and Restated Manpower 1991 Directors Stock Option Plan, incorporated by reference to the Company's Registration Statement on Form S-8 (Registration No. 333-31021).**
- 10.16 Amended and Restated Manpower Deferred Stock Plan, incorporated by reference to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1996.**
- 10.17(a) Employment Agreement between Terry A. Hueneke and Manpower Inc. dated February 18, 1997, incorporated by reference to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1996.**
- 10.17(b) Employment Agreement between Terry A. Hueneke and Manpower Inc. dated February 23, 1998, incorporated by reference to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1998.**
- 10.18(a) Employment Agreement between Jeffrey A. Joerres and Manpower Inc. dated as of February 19, 2002.**
- 10.18(b) Severance Agreement between Jeffrey A. Joerres and Manpower Inc. dated as of February 19, 2002.**
- 10.19(a) Employment Agreement between Michael J. Van Handel and Manpower Inc. dated as of February 19, 2002.**
- 10.19(b) Severance Agreement between Michael J. Van Handel and Manpower Inc. dated as of February 19, 2002.**
- 12.1 Statement Regarding Computation of Ratio of Earnings to Fixed Charges.
- 13 2001 Annual Report to Shareholders. Pursuant to Item 601(b)(13)(ii) of Regulation S-K, any of the portions of the Annual Report incorporated by reference in this Form 10-K are filed as an exhibit hereto.
- 21 Subsidiaries of Manpower Inc.

23	Consent of Arthur Andersen LLP.
24	Powers of Attorney.
99	Letter of Representation.

** Management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

MANPOWER INC.

By: /s/ Jeffrey A. Joerres

Jeffrey A. Joerres
Chairman, President and Chief Executive Officer

Date: March 29, 2002

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

NAME TITLE
DATE ----

/s/
Jeffrey A.
Joerres
Chairman,
President,
Chief
Executive
March 29,
2002 - ----

Officer
and a
Director
Jeffrey A.
Joerres
(Principal
Executive
Officer)
/s/

Michael J.
Van Handel
Senior
Vice
President,
Chief
Financial
Officer,
March 29,
2002 - ----

---- and
Secretary
(Principal
Financial
Officer
Michael J.
Van Handel
and
Principal
Accounting
Officer)

Directors: J. Thomas Bouchard, Willie D. Davis, Dudley J. Godfrey, Jr., Marvin B. Goodman, J. Ira Harris, Terry A. Hueneke, Rozanne L. Ridgway, Dennis Stevenson, John R. Walter and Edward J. Zore

By: /s/ Michael J. Van Handel

Michael J. Van Handel
Attorney-In-Fact*

March 29, 2002

*Pursuant to authority granted by powers of attorney, copies of which are filed herewith.

REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS
ON FINANCIAL STATEMENT SCHEDULE

To the Board of Directors
and Shareholders of Manpower Inc.:

We have audited in accordance with auditing standards generally accepted in the United States, the financial statements included in Manpower Inc.'s annual report to shareholders incorporated by reference in this Form 10-K, and have issued our report thereon dated January 28, 2002. Our audit was made for the purpose of forming an opinion on those statements taken as a whole. The schedule listed in the index at item 14(a)(2) is the responsibility of the Company's management and is presented for purposes of complying with the Securities and Exchange Commission's rules and is not part of the basic financial statements. This schedule has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, fairly states in all material respects the financial data required to be set forth therein in relation to the basic financial statements taken as a whole.

/s/ Arthur Andersen LLP

ARTHUR ANDERSEN LLP

Milwaukee, Wisconsin
January 28, 2002

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this Annual Report on Form 10-K of Manpower Inc., our report dated January 28, 2002, included in the 2001 Annual Report to Shareholders of Manpower Inc. It should be noted that we have not audited any financial statements of the Company subsequent to December 31, 2001 or performed any audit procedures subsequent to the date of our report.

We also consent to the incorporation of our reports included (or incorporated by reference) in this Annual Report on Form 10-K, into the Company's previously filed Registration Statements on Form S-8 (File Nos. 33-40441, 33-51336, 33-55264, 33-84736, 333-1040, 333-31021, 333-82457, 333-82459 and 333-66656), the Company's Registration Statements on Form S-3 (File Nos. 33-89660, 333-6545 and 333-71040) and the Company's Registration Statements on Form S-4 (File Nos. 333-650 and 33-95896).

/s/ Arthur Andersen LLP

ARTHUR ANDERSEN LLP

Milwaukee, Wisconsin
March 28, 2002

PROCEDURES GOVERNING THE GRANT OF OPTIONS TO NON-EMPLOYEE DIRECTORS
UNDER
1994 EXECUTIVE STOCK OPTION AND RESTRICTED STOCK PLAN
OF
MANPOWER INC.

MAY 1, 2001

1. DEFINITIONS

Unless the context otherwise requires, the following terms shall have the meanings set forth below:

(a) "Disability" shall mean a physical or mental incapacity which results in a Director's termination of membership on the Board of Directors of the Company.

(b) An "Election Date" shall mean (1) in the case of any Director who was or became a Director on July 21, 2000, November 5 of any year beginning with 2001, and (2) in the case of any other Director, the date of the Director's initial appointment to the Board of Directors and thereafter November 5 of any year.

(c) An "Election Period" shall mean the period beginning November 5, 1996, and ending November 4, 2001, or a subsequent period of five years beginning on the day following the end of the prior Election Period.

(d) "Option" shall mean a Nonstatutory Stock Option granted under the Stock Option Plan.

(e) "Stock Option Plan" shall mean the 1994 Executive Stock Option and Restricted Stock Plan of the Company.

(f) "Retirement" shall mean a Director's termination of membership on the Board of Directors at a time when (1) the Director is age 60 or older and has served at least five years on the Board of Directors, or (2) the Director has served at least ten years on the Board of Directors (or on the board of directors of a predecessor Company).

Any capitalized terms used below which are not otherwise defined above will have the meanings assigned to them in the Stock Option Plan.

2. PARTICIPATION; NUMBER OF OPTION SHARES GRANTED

(a) Eligibility. Only Directors shall be eligible to receive Options under these Procedures.

(b) Elective Options. A Director may elect to receive, in lieu of all cash compensation to which he or she would otherwise be entitled as a Director (other than reimbursement for expenses), an Option granted in accordance with the following. The election shall cover a period of whole years (except as provided below) determined by the Director at the time of election beginning on any Election Date as of which no prior election is in effect under these Procedures (or the Deferred Stock Plan of the Company), and ending no later than the expiration of the then current Election Period. If the Election Date is other than November 5 of any year, the first year covered by an election shall be a partial year beginning on the Election Date and ending on the next succeeding November 4, and the number of shares covered by the Option for this first partial year shall be prorated (rounded to the nearest whole share) based on the ratio of the number of days in such partial year to 365. The election to receive an Option in lieu of cash compensation must be made on or before the commencement of the period covered by the election, except that for an election made by a Director in connection with his or her initial appointment to the Board of Directors, the election may be made within the first 10 days following the date of such appointment. Notwithstanding the foregoing, no Director who is a resident of the United Kingdom shall be eligible to make an election hereunder but rather shall be required to receive an Option in lieu of cash compensation and, as such, treated as if he or she had made an election covering a period of five years effective beginning on each Election Date as of which no prior election is in effect. The Option will be for the following number of shares, subject to adjustment pursuant to Paragraph 5 hereof:

Years of Cash Compensation Waived -----	Shares Covered by Option -----
5	50,000
4	40,000
3	30,000
2	20,000
1	10,000

Said election shall be in writing and delivered to the Secretary of the Company. The date of grant of the Option shall be the date on which the period covered by the election begins. The Company shall effect the granting of Options under the Plan by the execution of Option Agreements. Instead of electing to receive an Option in lieu of all cash compensation as provided above, a Director may make such election for only 75 percent or 50 percent of such cash compensation. In such event, the Option will be for 75 percent or 50 percent, respectively, of the number of shares otherwise provided above, again subject to adjustment pursuant to Paragraph 5 hereof.

(c) Other Option Grants. In addition to Options issued under Paragraph 2(b), the Board of Directors may from time to time grant Options to Directors as additional compensation for service on the Board of Directors. Any such grant shall be confirmed by the execution of an Option Agreement.

3. OPTIONS: GENERAL PROVISIONS

(a) Option Exercise Price for Elective Options. The per share purchase price of the Shares under each Option granted pursuant to these Procedures shall be equal to one hundred percent (100%) of the fair market value per Share on the date of grant of such Option. The fair market value per Share on the date of grant shall be the Market Price for the business day immediately preceding the date of grant of such Option.

(b) Exercise Period for Elective Options. The following shall apply for Options granted pursuant to Paragraph 2(b):

(1) An Option shall not initially be exercisable. On November 5 of each year following the date of grant of an Option, the Option shall become exercisable as to a number of shares equal to that number attributable to a period of one year under the Option. Notwithstanding the foregoing sentence, if an election covers a partial year as provided in Paragraph 2(b), above, then with respect to the number of shares attributable to that partial year the Option shall become exercisable on the later of the November 5 following the date of grant or the day that is six months after the date of grant, and thereafter the foregoing sentence shall apply to the Option.

(2) Upon termination of a Director's tenure as a Director, any portion of an Option which has not become exercisable shall lapse except as follows:

(A) The Option shall become immediately exercisable as to a prorated number of Shares based on the time served during the one-year period (or partial-year period, if applicable) indicated in Paragraph 3(b)(1), above, in which termination occurs; provided, however, that for this purpose, any Director whose term expires in any year who does not stand for election at the Annual Meeting of Shareholders that year but continues to serve until the date of such meeting will be treated as if he or she had served through November 4 of such year.

(B) Upon the death or Disability of a Director, each Option of such Director shall become immediately exercisable as to 100% of the Shares covered thereby.

(3) Upon the occurrence of a Triggering Event, each Option outstanding under these Procedures shall become immediately exercisable as to 100% of the Shares covered thereby.

(4) Once any portion of an Option becomes exercisable, it shall remain exercisable for the greater of five years after the date of grant or two years after the date such portion becomes exercisable. Notwithstanding the foregoing the Board of Directors may, in its sole discretion, increase the period during which any Option shall remain exercisable.

[Effective for grants made on or after November 5, 2001, this Paragraph 3(b)(4) will read as follows:

(4) Once any portion of an Option becomes exercisable, it shall remain exercisable until the earlier of (A) ten years after the date of grant or (B) three years after the date the Director's membership on the Board of Directors terminates because of death or upon the Disability or Retirement of the Director, or three months after the date the Director's membership on the Board of Directors terminates in any other circumstances.]

(c) Exercise Period for Other Option Grants. For Options granted pursuant to Paragraph 2(c), the Board of Directors may, in its discretion, determine the periods during which any Option may be exercised by the holder. However, no Option shall be exercisable after the expiration of ten years from its date of grant.

(d) Payment of Exercise Price. The purchase or exercise price shall be payable in whole or in part in cash or Shares; and such price shall be paid in full at the time that an Option is exercised. If a Director elects to pay all or a part of the purchase or exercise price in Shares, such Director shall make such payment by delivering to the Company a number of Shares already owned by the Director equal in value to the purchase or exercise price. All Shares so delivered shall be valued at their Market Price on the business day immediately preceding the day on which such Shares are delivered.

4. TRANSFERABILITY

(a) Restrictions on Transferability. Except as otherwise provided in this Paragraph 4, an Option granted to a Director under this Plan shall be not transferable or subjected to execution, attachment or similar process, and during the lifetime of the Director shall be exercisable only by the Director.

(b) Transfer upon Death. A Director shall have the right to transfer the Option upon such Director's death, either pursuant to a beneficiary designation described below or, if the Director dies without a surviving designated beneficiary, by the terms of such Director's will or under the laws of descent and distribution, and all such transferees shall be subject to all terms and conditions of this Plan to the same extent as would the Director, except as otherwise expressly provided herein. Upon the death of a Director, each Option of such Director shall be exercisable (1) by the deceased Director's designated beneficiary (such designation to be made in writing at such time and in such manner as the Company shall approve or prescribe), or (2) if the deceased Director dies without a surviving designated beneficiary, by the personal representative, administrator, or other representative of the estate of the deceased Director, or by the person or persons to whom the deceased Director's rights under such Option shall pass by will or the laws of descent and distribution. A Director who has so designated a beneficiary may change such designation at any time by giving written notice to the Company.

(c) Certain Transfers Permitted. A Director shall have the right to transfer all or part of an Option during his or her lifetime to members of the Director's immediate family, to trusts for the benefit of such immediate family members, and to partnerships in which the Director or such family members are the only partners. For purposes of the preceding sentence, "immediate family" shall mean a Director's children, grandchildren, and spouse. Upon such a transfer, the Option (or portion of the Option) thereafter shall be exercisable by the transferee to the extent and on the terms it would have been exercisable by the transferring Director.

5. ADJUSTMENT PROVISIONS

(a) Adjustment Based on Changes in the Market Price of Shares. For any Option granted pursuant to Paragraph 2(b), each of the numbers in the schedule in Paragraph 2(b) hereof under "Shares Covered by Option" shall be adjusted, in accordance with the following formula, to equal the value of X, where

$$X = \frac{\text{Number shown in schedule} \times \$28.00}{\text{Market Price on the business day immediately preceding the date of grant}}$$

[Effective for grants made on or after November 5, 2001, this formula will be as follows:

$$X = \frac{\text{Number shown in schedule} \times \text{Market Price on November 2, 2001}}{\text{Market Price on the business day immediately preceding the date of grant]}}$$

(b) Adjustment for Stock Dividends, Split-Ups, Etc. In the event of any stock dividend, split-up, recapitalization, merger, consolidation, combination or exchange of shares, or the like, as a result of which shares of any class shall be issued in respect of the outstanding Shares, or the Shares shall be changed into the same or a different number of the same or another class of stock, or into securities of another person, cash or other property (not including a regular cash dividend), the number of Shares subject to each outstanding Option, the exercise price applicable to each such Option, and/or the consideration to be received upon exercise of each such Option shall be adjusted as deemed appropriate by the Board of Directors.

MANPOWER INC.

2002 CORPORATE SENIOR MANAGEMENT
INCENTIVE PLAN

EFFECTIVE JANUARY 1, 2002

MANPOWER INC. 2002 CORPORATE
SENIOR MANAGEMENT INCENTIVE PLAN

TABLE OF CONTENTS

	PAGE

ARTICLE I - GENERAL PROVISIONS	1
Section 1. Purpose of the Plan	1
Section 2. Overview of the Plan	1
Section 3. Definitions	2
Section 4. Plan Administration	6
Section 5. Eligibility and Participation Guidelines	6
ARTICLE II - ANNUAL BONUS PLAN - EPS AND ECONOMIC PROFIT GOALS	7
Section 1. Performance Measures	7
Section 2. Performance Goals	8
Section 3. Award Opportunities	9
Section 4. Calculation of Awards	9
Section 5. Distribution of Awards	10
ARTICLE III - ANNUAL BONUS PLAN - OPERATING OBJECTIVES	10
Section 1. Objectives and Award Opportunities	10
Section 2. Determination of Awards	10
Section 3. Distribution of Awards	10
ARTICLE IV - STOCK OPTIONS	11
Section 1. Stock Option Grants	11
Section 2. Stock Option Terms	11
ARTICLE V - MISCELLANEOUS PROVISIONS	12
Section 1. Termination of Employment	12
Section 2. No Discretion to Increase Awards Otherwise Earned	12
Section 3. Change of Control	12
Section 4. No Guarantee of Employment	12
Section 5. Withholding Taxes	13
Section 6. Amendment and Discontinuance of the Plan	13
Section 7. Effective Date	13

MANPOWER INC. 2002 CORPORATE
SENIOR MANAGEMENT INCENTIVE PLAN

ARTICLE I
GENERAL PROVISIONS

SECTION 1. PURPOSE OF THE PLAN

The Plan has several key objectives:

- (a) to reinforce the Company's short-term and long-term business strategy;
- (b) to focus Company Executives on shareholder value creation;
- (c) to reward Company Executives for performance and provide opportunities to earn significant rewards for outstanding performance; and
- (d) to enable the Company to attract, retain and motivate Company Executives.

SECTION 2. OVERVIEW OF THE PLAN

The Plan has two components - an annual bonus plan and periodic stock option grants. The annual bonus plan is intended to focus Company Executives on achievement of certain annual operating goals. The stock option component, in combination with the annual bonus plan, is intended to focus Company Executives on shareholder value creation and execution of the Company's business strategy over the longer term by aligning Executives' interests with shareholders' interests.

The Plan encourages and focuses Company Executives on shareholder value creation. Shareholder value is defined as sustained improvement in the Company's stock price over time. The Company can create shareholder value through both short-term and long-term operating performance and growth.

Under the annual bonus plan component, incentives for improvement of operating performance are focused primarily on improving earnings and economic profit of the Company. At the beginning of each Plan Year, earnings per share and economic profit goals for the year are established for Participants by the Compensation Committee. Bonus amounts may be earned by Participants for the year based on the Company's attainment of these goals. Growing earnings per share is one element of improving operating performance. Economic profit is also an essential measure to use as a benchmark for the Company because it is an all-inclusive measure

that captures both earnings growth and management of capital costs. In addition, economic profit is highly correlated with shareholder value creation.

The annual bonus plan also includes an operating performance component under which annual bonus amounts may be earned based on a Participant's achievement, as determined by the Compensation Committee, of certain operating objectives established at the beginning of the year. The operating performance component allows the Company to recognize performance by Participants that may not be reflected in an absolute earnings per share goal or economic profit goal.

The annual bonus plan component provides for cash awards to be determined shortly after the end of each Plan Year based on achievement of the goals established at the beginning of the year. In connection with the establishment of the goals, each Participant is assigned threshold, target and outstanding bonus opportunity levels.

The stock option component of the Plan provides for periodic grants to Participants of options to purchase Company Common Stock. The stock option component is designed to focus Participants on improving the Company's performance over the long term by aligning their interests with the interests of the shareholders of the Company in promoting growth in shareholder value.

SECTION 3. DEFINITIONS

As used herein, the following terms shall have the following meanings:

- (a) Award - any bonus opportunity or stock option grant awarded under the Plan.
- (b) Cause - termination of employment by the Company for "Cause" will mean termination upon (i) Participant's willful and continued failure to substantially perform his or her duties with the Manpower Group after a written demand for substantial performance is delivered to the Participant that specifically identifies the manner in which the Company believes that the Participant has not substantially performed such duties and the Participant has failed to resume substantial performance of such duties on a continuous basis within ten days after receiving such demand, (ii) the Participant's commission of any material act of dishonesty or disloyalty involving the Manpower Group, (iii) the Participant's chronic absence from work other than by reason of a serious health condition, (iv) the Participant's commission of a crime which substantially relates to the circumstances of his or her position with the Manpower Group or which has material adverse effect on the business of the Manpower Group, or (v) the willful engaging by the Participant in conduct which is demonstrably and materially injurious to the Manpower Group. For this purpose, no act, or failure to act, by a Participant will be deemed "willful" unless done, or omitted to be done, by the Participant not in good faith.

- (c) Change of Control - will mean the first to occur of the following:
- (1) the acquisition (other than from the Company), by any person, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934 (the "Exchange Act")), directly or indirectly, of beneficial ownership (within the meaning of Exchange Act Rule 13d-3) of more than 50% of the then outstanding shares of common stock of the Company or voting securities representing more than 50% of the combined voting power of the Company's then outstanding voting securities entitled to vote generally in the election of directors; provided, however, that no Change of Control shall be deemed to have occurred as a result of an acquisition of shares of common stock or voting securities of the Company (A) by the Company, any of its subsidiaries, or any employee benefit plan (or related trust) sponsored or maintained by the Company or any of its subsidiaries or (B) by any other corporation or other entity with respect to which, following such acquisition, more than 60% of the outstanding shares of the common stock, and voting securities representing more than 60% of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, of such other corporation or entity are then beneficially owned, directly or indirectly, by the persons who were the Company's shareholders immediately prior to such acquisition in substantially the same proportions as their ownership, immediately prior to such acquisition, of the Company's then outstanding common stock or then outstanding voting securities, as the case may be; or
 - (2) any merger or consolidation of the Company with any other corporation, other than a merger or consolidation which results in more than 60% of the outstanding shares of the common stock, and voting securities representing more than 60% of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, of the surviving or consolidated corporation being then beneficially owned, directly or indirectly, by the persons who were the Company's shareholders immediately prior to such acquisition in substantially the same proportions as their ownership, immediately prior to such acquisition, of the Company's then outstanding common stock or then outstanding voting securities, as the case may be; or
 - (3) any liquidation or dissolution of the Company or the sale or other disposition of all or substantially all of the assets of the Company; or

- (4) individuals who, as of January 1, 2002, constitute the Board of Directors of the Company (as of such date, the "Incumbent Board") cease for any reason to constitute at least a majority of such Board; provided, however, that any person becoming a director subsequent to such date whose election, or nomination for election by the shareholders of the Company, was approved by at least a majority of the directors then comprising the Incumbent Board shall be, for purposes of this letter, considered as though such person were a member of the Incumbent Board but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest which was (or, if threatened, would have been) subject to Exchange Act Rule 14a-11; or
- (5) the Company shall enter into any agreement (whether or not conditioned on shareholder approval), providing for or contemplating, or the Board of Directors of the Company shall approve and recommend that the shareholders of the Company accept, or approve or adopt, or the shareholders of the Company shall approve, any acquisition that would be a Change of Control under clause (i), above, or a merger or consolidation that would be a Change of Control under clause (ii), above, or a liquidation or dissolution of the Company or the sale or other disposition of all or substantially all of the assets of the Company; or
- (6) whether or not conditioned on shareholder approval, the issuance by the Company of common stock of the Company representing a majority of the outstanding common stock, or voting securities representing a majority of the combined voting power of the outstanding voting securities of the Company entitled to vote generally in the election of directors, after giving effect to such transaction.

Following the occurrence of an event which is not a Change of Control whereby there is a successor holding company to the Company, or, if there is no such successor, whereby the Company is not the surviving corporation in a merger or consolidation, the surviving corporation or successor holding company (as the case may be), for purposes of this definition, shall thereafter be referred to as the Company.

- (d) Common Stock - the common stock of the Company with a par value of \$0.01 per share.
- (e) Compensation Committee - the Executive Compensation Committee of the Board of Directors of the Company.

- (f) Code - the Internal Revenue Code of 1986, as it may be amended from time to time, and any proposed, temporary or final Treasury Regulations promulgated thereunder.
- (g) Company - Manpower Inc., a Wisconsin corporation.
- (h) Economic Profit - as defined in Section 1 of Article II.
- (i) EPS - as defined in Section 1 of Article II.
- (j) Executives - all Participants for a given Plan Year. Pertains to corporate executives and not country managers.
- (k) Good Reason - means with respect to any Participant the occurrence of any one or more of the following without the consent of the Participant:
 - (1) the assignment to the Participant of a position which represents a material reduction from the then existing position of the Participant, or the assignment to the Participant of duties, other than incidental duties, inconsistent with the position of the Participant from time to time, provided the Participant objects to such assignment by written notice to the Company within twenty (20) business days after it is made and the Company fails to cure, if necessary, within ten (10) business days after such notice is given;
 - (2) any material violation by the Company of any agreement between the Participant and the Company which remains uncured ten (10) business days after the Participant gives written notice to the Company which specifies the violation; or
 - (3) the Participant being required by the Company to change the location of the Participant's principal office to one in excess of seventy-five (75) miles from the Company's home office in Glendale, Wisconsin, provided the Participant's employment with the Manpower Group is terminated within ninety (90) days after any such change of location.
- (l) Manpower Group - the Company and its direct and indirect subsidiaries.
- (m) Participant - any Company employee who is a corporate senior executive officer of the Company who is designated by the Compensation Committee (subject to Section 4 of Article I) to participate in the Plan.
- (n) Performance Compensation Committee - the Executive Performance Compensation Committee of the Board of Directors of the Company.

- (o) Plan - 2002 Corporate Senior Management Incentive Plan.
- (p) Plan Year - each yearly period commencing on January 1st of each year during the term of the Plan.
- (q) Stock Option and Restricted Stock Plan - the 1994 Executive Stock Option and Restricted Stock Plan of the Company or any successor plan.

SECTION 4. PLAN ADMINISTRATION

- (a) Power and authority of the Compensation Committee:

The Compensation Committee shall administer the Plan. The Compensation Committee is authorized to interpret the Plan, to adopt such rules and regulations, as it may from time to time deem necessary for the effective operation of the Plan, and to act upon all matters relating to the granting of Awards under the Plan. Any determination, interpretation, construction or other action made or taken pursuant to the provisions of the Plan by or on behalf of the Compensation Committee shall be final, binding and conclusive for all purposes and upon all persons including, without limitation, the Company and Executives and their respective successors in interest.

- (b) Performance Compensation Committee:

Notwithstanding the foregoing, in recognition of the requirements of Section 162(m) of the Code, the Compensation Committee may require in the case of any proposed Participant (i) that such Participant's participation in the Plan and the performance goals and award opportunities established for such Participant for any Plan Year under the annual bonus plan component of the Plan, or the grant of any stock options in accordance with Article IV of the Plan, shall be subject to the approval of the Performance Compensation Committee, and (ii) that the payment or distribution of any amount under the annual bonus plan component shall be subject to the prior certification by the Performance Compensation Committee that the relevant performance goals have been attained. The Compensation Committee shall itself take the actions indicated, in lieu of action by the Performance Compensation Committee, if at the time of the action the Compensation Committee is comprised solely of two or more "outside directors" under Section 162(m) of the Code.

SECTION 5. ELIGIBILITY AND PARTICIPATION GUIDELINES

- (a) Criteria for participation in the Plan:

In selecting Participants, the Compensation Committee shall take into account the degree to which the proposed Participant can have an impact on the short-term

and long-term operating performance and growth of the Company and such other criteria as it deems relevant.

(b) Renewal of participation:

The Compensation Committee reserves the right to remove any Plan Participant from the Plan at any time. Plan participation in one year does not guarantee participation in subsequent Plan Years.

ARTICLE II
ANNUAL BONUS PLAN - EPS AND ECONOMIC PROFIT GOALS

SECTION 1. PERFORMANCE MEASURES

- (a) EPS is fully diluted earnings per share of the Company and its subsidiaries on a consolidated basis.
- (b) Economic Profit is net operating profit after taxes of the Company and its subsidiaries on a consolidated basis less a capital charge.
 - (1) Net operating profit after taxes is defined as net operating profit minus taxes.
 - (i) Net operating profit equals earnings before income taxes:
 - plus interest expense,
 - plus loss on sale of accounts receivable,
 - less interest income.
 - (ii) Taxes equal net operating profit multiplied by the effective tax rate as shown in the Company's audited financial statements.
 - (2) Capital charge is defined as adjusted capital employed multiplied by a weighted average cost of capital.
 - (i) Adjusted capital employed equals capital employed plus or minus capital adjustments.
 - Capital employed equals total shareholders' equity:
 - plus long-term debt,
 - plus short-term borrowings,
 - plus current maturities of long-term debt,
 - plus advances under securitization facilities,

- plus accumulated intangible amortization.
- Capital adjustments are:
 - those adjustments required to exclude the effect of foreign exchange rate fluctuations on the above capital employed items, as reflected in the adjusted capital employed report maintained on a monthly basis by the Company,
 - those adjustments required to exclude the effect of any other items recorded in other comprehensive income, and
 - for any acquisitions closed after January 1, 2002, having a total purchase price of more than \$3 million, an adjustment to defer and ratably phase in the impact of the purchase price increasing capital employed over the 36-month period following the date of closing.

Adjusted capital employed will be calculated based on the average of the monthly ending balances of each of the capital employed items, as shown in the financial records of the Company and its subsidiaries.

- (ii) The weighted average cost of capital is the weighted average of the Company's cost of equity and cost of debt as determined by the Compensation Committee at the time it establishes the performance goals for any Plan Year, as described below.

SECTION 2. PERFORMANCE GOALS

No later than 90 days after the beginning of any Plan Year, the Compensation Committee shall set an EPS and an Economic Profit goal for the year (subject to Section 4 of Article I). In determining these goals and the corresponding bonus opportunity levels described below, the Compensation Committee shall seek to align the potential to receive bonus amounts with shareholder value creation and long-term shareholder expectations while taking into account the Company's annual opportunities, economic and industry conditions, and the need to provide competitive compensation opportunities for Participants. The goals may vary from year to year.

- (a) Threshold goal - The minimum level of performance for which a bonus amount will be earned will be established as the threshold goal. Achieving the threshold goal will yield the threshold opportunity level.

- (b) Target goal - The expected level of performance will be established as the target goal. Achieving the target goal will yield the target opportunity level.
- (c) Outstanding goal - An outstanding level of performance will be established as the outstanding goal. Achieving the outstanding goal will yield the outstanding opportunity level.

SECTION 3. AWARD OPPORTUNITIES

At the time the performance goals are established, the Compensation Committee shall set the bonus opportunities corresponding to each of the EPS and Economic Profit goals for each Participant for the Plan Year (subject to Section 4 of Article I).

- (a) Target opportunity will equal a dollar amount determined by the Compensation Committee.
- (b) Threshold opportunity will equal a dollar amount, which will be less than the target opportunity, determined by the Compensation Committee.
- (c) Outstanding opportunity will equal a dollar amount, which will be greater than the target opportunity, determined by the Compensation Committee.

Notwithstanding any other provision of this Plan to the contrary, the maximum bonus amount any Participant will be entitled to receive for any Plan Year resulting from achievement of EPS and/or Economic Profit goals under this Article II is \$3,000,000.

SECTION 4. CALCULATION OF AWARDS

The bonus amounts under this Article II for each Plan Year will be determined based on actual performance relative to the pre-established EPS and Economic Profit goals. Except as otherwise provided above, EPS and Economic Profit for the year shall be based on the audited consolidated financial statements of the Company and its subsidiaries.

Actual performance at the target goal will result in 100% of the target opportunity.

Except as otherwise determined by the Committee at the beginning of the Plan Year, performance between the target goal and outstanding goal will result in a payout that is linearly interpolated between the target and outstanding opportunities. The amount of the bonus amounts under this Article II shall be capped, and therefore performance in excess of the outstanding goal will result in the outstanding opportunity.

Except as otherwise determined by the Committee at the beginning of the Plan Year, performance between the threshold goal and target goal will result in a payout that is linearly interpolated between the threshold and target opportunities. Performance that is below the threshold goal will result in no bonus amount.

Notwithstanding the foregoing, the Compensation Committee may in its discretion reduce the amount of any bonus amount otherwise determined under the foregoing criteria to reflect any extraordinary items, repurchases of Common Stock, or such other items as it may deem relevant.

SECTION 5. DISTRIBUTION OF AWARDS

The annual bonus amounts earned for the Plan Year under this Article II shall be distributed in cash as soon as possible after the amounts have been determined (subject to Section 4 of Article I), but in no event beyond 90 days after the end of the Plan Year.

Participants may elect to defer a portion of any annual bonus amounts under this Article II in accordance with the terms of the Company's Nonqualified Savings Plan.

ARTICLE III
ANNUAL BONUS PLAN - OPERATING OBJECTIVES

SECTION 1. OBJECTIVES AND AWARD OPPORTUNITIES

No later than 90 days after the beginning of any Plan Year, the Compensation Committee shall establish operating objectives for the year for each Participant and bonus opportunities for each Participant for achievement of such objectives. In establishing the bonus opportunities, the Compensation Committee will set target and outstanding opportunities expressed as dollar amounts.

SECTION 2. DETERMINATION OF AWARDS

Following the close of the Plan Year, the Compensation Committee shall determine whether a bonus amount has been earned under this Article III, and if so the level of such bonus amount, based on its assessment of the Participant's performance in achieving the pre-established operating objectives. Such bonus amounts may range from zero to the pre-established outstanding opportunity.

SECTION 3. DISTRIBUTION OF AWARDS

The annual bonus amounts earned for the Plan Year under this Article III shall be distributed in cash as soon as possible after the amounts have been determined, but in no event beyond 90 days after the end of the Plan Year.

Participants may elect to defer a portion of any annual bonus amounts under this Article III in accordance with the terms of the Company's Nonqualified Savings Plan.

ARTICLE IV
STOCK OPTIONS

SECTION 1. STOCK OPTION GRANTS

Each Participant shall be eligible to receive from time to time a grant of an option to purchase shares of Common Stock. Any such grant shall be made at the discretion of the Compensation Committee (subject to Section 4 of Article I). In determining whether to make such a grant to a Participant, the Compensation Committee shall take into account the following factors:

- (a) the level of stock option grants previously made to the Participant;
- (b) the value of the proposed stock option grant, as determined by using whichever methodology the Compensation Committee deems appropriate;
- (c) the past and current total compensation and compensation opportunities of the Participant;
- (d) the compensation including equity-based compensation of executives who hold positions that are comparable to the Participant at peer companies; and
- (e) such other factors as the Compensation Committee deems relevant.

It is anticipated that any such stock option grants will be made at the time of the first meeting of each calendar year of the Compensation Committee.

Notwithstanding the foregoing, in recognition of the requirements of Section 162(m) of the Code, for any Participant the Compensation Committee may require that the grant of any option to purchase Common Stock under this Article IV shall be subject to the approval of, and only made by, the Performance Compensation Committee. However, if the Compensation Committee is comprised solely of two or more "outside directors" under that Section at the time of the proposed grant, such grant shall be subject to the approval of, and made by, the Compensation Committee.

SECTION 2. STOCK OPTION TERMS

Any stock option grant under this Article IV shall be made under, and subject to the terms of, the Stock Option and Restricted Stock Plan. The exercise price of such option shall be determined by the Compensation Committee (or the Performance Compensation Committee, as the case may be); provided however, that such exercise price shall not be less than 100 percent of the Market Price (as defined in the Stock Option and Restricted Stock Plan) on the business day immediately preceding the date of grant of such stock option. Such option shall have such other terms as the Compensation Committee shall determine.

ARTICLE V
MISCELLANEOUS PROVISIONS

SECTION 1. TERMINATION OF EMPLOYMENT

- (a) If a Participant's employment is terminated by the Company for Cause or by the Participant other than for Good Reason, the Participant will forfeit all rights to any bonus amounts under Articles II, III or Section 3 of Article V of this Plan for the year in which termination occurs.
- (b) If a Participant's employment terminates by reason of the Participant's disability or death or under any other circumstances not specified in paragraph (a) of this Section 1, the Participant will be entitled to receive, for the year in which termination occurs, the bonus amounts otherwise determined under Articles II, III or Section 3 of Article V of the Plan, but prorated for the actual number of days the Participant was employed by the Manpower Group during the year. However, the right to receive such prorated amounts will be subject to satisfaction of such conditions as may be imposed upon the Participant under any agreement between the Participant and the Company.

SECTION 2. NO DISCRETION TO INCREASE AWARDS OTHERWISE EARNED

The Compensation Committee shall have no discretion to increase the amount of any bonus amounts otherwise earned under Article II of this Plan or any other Award which is otherwise earned based on the attainment of an objective performance goal.

SECTION 3. CHANGE OF CONTROL

Upon a Change of Control, except as the relevant parties may otherwise agree, the Plan will terminate and a Participant will be entitled to receive, for the year in which the Change of Control occurs and in lieu of the bonus amounts provided in Articles II and III of this Plan, a bonus equal to the amount of the largest annual bonus awarded to the Participant for the three full calendar years immediately preceding the Change of Control.

SECTION 4. NO GUARANTEE OF EMPLOYMENT

Participation in the Plan shall not give any Participant any right to be retained in the employment of the Manpower Group. This Plan shall not affect any right of the Company to terminate, with or without cause, any Participant's employment at any time.

SECTION 5. WITHHOLDING TAXES

The Company shall have the right to withhold from any compensation payable to a Participant, or to cause the Participant (or the executor or administrator of his or her estate or his or her distributee) to make payment of, any federal, state, local, or foreign taxes required to be withheld with respect to the distribution of any Awards.

SECTION 6. AMENDMENT AND DISCONTINUANCE OF THE PLAN

The Compensation Committee may amend, alter, suspend or discontinue the Plan, as it shall from time to time consider desirable. No such action shall adversely affect the rights of any Participant under the Plan as of the time of such action without the consent of the Participant.

SECTION 7. EFFECTIVE DATE

The effective date of the Plan is January 1, 2002.

Manpower Inc.
5301 North Ironwood Road
Milwaukee, Wisconsin 53217

February 19, 2002

Mr. Jeffrey A. Joerres:

We have agreed as follows with respect to the compensation to be paid and the other benefits to be provided to you in connection with your continuing employment by Manpower Inc. (the "Corporation"):

1. Term. The "Term" will be a period beginning on the date of this letter indicated above and ending on the first to occur of the following: (a) the date two years after the occurrence of a Change of Control, as defined in the letter to you of even date regarding other rights and obligations on termination of your employment; (b) February 28, 2005, if no Change of Control occurs between the date of this letter indicated above and February 28, 2005; or (c) the Date of Termination, as defined in the letter from the Corporation to you of even date regarding other rights and obligations on termination of your employment.

2. Base Compensation. You will be paid a base salary for your services during the Term at the rate of Seven Hundred Thousand Dollars (\$700,000) per year, as may be increased from time to time by the Corporation. Your base compensation will be paid in accordance with the Corporation's regular payroll practices with respect to such compensation as in effect from time to time.

3. Incentive Bonus. You also will be entitled to receive incentive compensation for your services during the Term in accordance with an incentive compensation plan approved and administered by the Executive Compensation Committee of the Board of Directors of the Corporation. Such plan may be amended or replaced from time to time by such Committee, but without your agreement no such action will adversely affect any rights you may have under such plan as of the time of such action.

4. Benefits. During the entire Term, the Corporation will provide you with, and you will be eligible for, all benefits of employment generally made available to the senior executives of the Corporation from time to time (collectively, the "Benefits Plans"), subject to and on a basis consistent with the terms, conditions and overall administration of such Benefit Plans. You will

be considered for participation in Benefit Plans which by the terms thereof are discretionary in nature (such as stock option plans) on the same basis as other executive personnel of the Corporation of similar rank. You also will be entitled to vacations and perquisites in accordance with the Corporation's policies as in effect from time to time for senior executives of the Corporation.

5. Expenses. The Corporation will reimburse to you on a monthly basis for all traveling, hotel, entertainment and other expenses reasonably incurred by you in the proper performance of your duties during the Term, subject to your compliance with the guidelines and regulations concerning expense reimbursement issued by the Corporation.

6. Nondisclosure and Nonsolicitation.

(a) Nondisclosure.

(i) You will not, directly or indirectly, at any time during the term of your employment with the Corporation or any of its direct or indirect subsidiaries (collectively, the "Manpower Group") or during the two-year period following your termination of employment with the Manpower Group, use for yourself or others, or disclose to others, any Confidential Information (as defined below), whether or not conceived, developed, or perfected by you and no matter how it became known to you, unless (a) you first secure written consent of the Corporation to such disclosure or use, (b) the same shall have lawfully become a matter of public knowledge other than by your act or omission, or (c) you are ordered to disclose the same by a court of competent jurisdiction or are otherwise required to disclose the same by law, and you promptly notify the Corporation of such disclosure. "Confidential Information" shall mean all business information (whether or not in written form) which relates to any company in the Manpower Group and which is not known to the public generally (absent your disclosure), including but not limited to confidential knowledge, operating instructions, training materials and systems, customer lists, sales records and documents, marketing and sales strategies and plans, market surveys, cost and profitability analyses, pricing information, competitive strategies, personnel-related information, and supplier lists. This obligation will survive the termination of your employment for a period of two years and will not be construed to in any way limit the Corporation's rights to protect confidential information which constitute trade secrets under applicable trade secrets law even after such two-year period.

(ii) Upon your termination of employment with the Manpower Group, or at any other time upon request of the Corporation, you will promptly surrender to the Corporation, or destroy and certify such destruction to the Corporation, any documents, materials, or computer or electronic records containing any Confidential Information which are in your possession or under your control.

(b) Nonsolicitation of Employees. You agree that you will not, at any time during the term of your employment with the Manpower Group or during the one-year period following your termination of employment with the Manpower Group, either on your own account or in conjunction with or on behalf of any other person, company, business entity, or other organization whatsoever, directly or indirectly induce, solicit, entice or procure any person who is an employee of any company in the Manpower Group, or has been such an employee within the three months preceding such action, to terminate his or her employment with the Manpower Group so as to accept employment elsewhere.

(c) Injunction. You recognize that irreparable and incalculable injury will result to the Manpower Group and its businesses and properties in the event of your breach of any of the restrictions imposed by Sections 6(a) - (b), above. You therefore agree that, in the event of any such actual, impending or threatened breach, the Corporation will be entitled, in addition to any other remedies and damages available to it, to temporary and permanent injunctive relief (without the necessity of posting a bond or other security) restraining the violation, or further violation, of such restrictions by you and by any other person or entity from whom you may be acting or who is acting for you or in concert with you.

7. Successors; Binding Agreement. This letter agreement will be binding on the Corporation and its successors and will inure to the benefit of and be enforceable by your personal or legal representatives, heirs and successors.

8. Notice. Notices and all other communications provided for in this letter will be in writing and will be deemed to have been duly given when delivered in person, sent by telecopy, or mailed by United States registered or certified mail, return receipt requested, postage prepaid, and properly addressed to the other party.

9. No Right to Remain Employed. Nothing contained in this letter will be construed as conferring upon you any right to remain employed by the Corporation or any member of the Manpower Group or affect the right of the Corporation or any member of the Manpower Group to terminate your employment at any time for any reason or no reason, subject to the obligations of the Corporation and the Manpower Group as set forth herein.

10. Modification. No provision of this letter may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing by you and the Corporation.

11. Withholding. The Corporation shall be entitled to withhold from amounts to be paid to you hereunder any federal, state, or local withholding or other taxes or charges which it is, from time to time, required to withhold under applicable law.

12. Previous Agreement. This letter and the letter of even date from the Corporation to you, regarding other rights and obligations on termination of your employment, upon acceptance

by you, expressly supersede any and all previous agreements or understandings relating to your employment by the Corporation or the Manpower Group or the termination of such employment, and any such agreement or agreements shall, as of the date of your acceptance, have no further force or effect.

If you are in agreement with the foregoing, please sign and return one copy of this letter which will constitute our agreement with respect to the subject matter of this letter.

Sincerely,

MANPOWER INC.

By: /s/ Michael J. Van Handel

Michael J. Van Handel, Senior Vice
President and Chief Financial
Officer

Agreed as of the 19th day of February, 2002.

/s/ Jeffrey A. Joerres

Jeffrey A. Joerres

Manpower Inc.
5301 North Ironwood Road
Milwaukee, Wisconsin 53217

February 19, 2002

Mr. Jeffrey A. Joerres:

Manpower Inc. (the "Corporation") desires to retain experienced, well-qualified executives, like you, to assure the continued growth and success of the Corporation and its direct and indirect subsidiaries (collectively, the "Manpower Group"). Accordingly, as an inducement for you to continue your employment in order to assure the continued availability of your services to the Manpower Group, we have agreed as follows:

1. Definitions. For purposes of this letter:

- (a) Cause. Termination by the Corporation of your employment with the Corporation for "Cause" will mean termination upon (i) your willful and continued failure to substantially perform your duties with the Manpower Group after a written demand for substantial performance is delivered to you that specifically identifies the manner in which the Corporation believes that you have not substantially performed your duties, and you have failed to resume substantial performance of your duties on a continuous basis within ten days after receiving such demand, (ii) your commission of any material act of dishonesty or disloyalty involving the Manpower Group, (iii) your chronic absence from work other than by reason of a serious health condition, (iv) your commission of a crime which substantially relates to the circumstances of your position with the Manpower Group or which has material adverse effect on the business of the Manpower Group, or (v) the willful engaging by you in conduct which is demonstrably and materially injurious to the Manpower Group. For purposes of this Subsection 1(a), no act, or failure to act, on your part will be deemed "willful" unless done, or omitted to be done, by you not in good faith.
- (b) Change of Control. A "Change of Control" will mean the first to occur of the following:

- (i) the acquisition (other than from the Corporation), by any person, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934 (the "Exchange Act")), directly or indirectly, of beneficial ownership (within the meaning of Exchange Act Rule 13d-3) of more than 50% of the then outstanding shares of common stock of the Corporation or voting securities representing more than 50% of the combined voting power of the Corporation's then outstanding voting securities entitled to vote generally in the election of directors; provided, however, no Change of Control shall be deemed to have occurred as a result of an acquisition of shares of common stock or voting securities of the Corporation (A) by the Corporation, any of its subsidiaries, or any employee benefit plan (or related trust) sponsored or maintained by the Corporation or any of its subsidiaries or (B) by any other corporation or other entity with respect to which, following such acquisition, more than 60% of the outstanding shares of the common stock, and voting securities representing more than 60% of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, of such other corporation or entity are then beneficially owned, directly or indirectly, by the persons who were the Corporation's shareholders immediately prior to such acquisition in substantially the same proportions as their ownership, immediately prior to such acquisition, of the Corporation's then outstanding common stock or then outstanding voting securities, as the case may be; or
- (ii) any merger or consolidation of the Corporation with any other corporation, other than a merger or consolidation which results in more than 60% of the outstanding shares of the common stock, and voting securities representing more than 60% of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, of the surviving or consolidated corporation being then beneficially owned, directly or indirectly, by the persons who were the Corporation's shareholders immediately prior to such acquisition in substantially the same proportions as their ownership, immediately prior to such acquisition, of the Corporation's then outstanding common stock or then outstanding voting securities, as the case may be; or
- (iii) any liquidation or dissolution of the Corporation or the sale or other disposition of all or substantially all of the assets of the Corporation; or
- (iv) individuals who, as of the date of this letter, constitute the Board of Directors of the Corporation (as of such date, the "Incumbent Board") cease for any reason to constitute at least a majority of such Board; provided, however, that any person becoming a director subsequent to the date of this letter whose election, or nomination for election by the

shareholders of the Corporation, was approved by at least a majority of the directors then comprising the Incumbent Board shall be, for purposes of this letter, considered as though such person were a member of the Incumbent Board but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest which was (or, if threatened, would have been) subject to Exchange Act Rule 14a-11; or

- (v) the Corporation shall enter into any agreement (whether or not conditioned on shareholder approval) providing for or contemplating, or the Board of Directors of the Corporation shall approve and recommend that the shareholders of the Corporation accept, or approve or adopt, or the shareholders of the Corporation shall approve, any acquisition that would be a Change of Control under clause (i), above, or a merger or consolidation that would be a Change of Control under clause (ii), above, or a liquidation or dissolution of the Corporation or the sale or other disposition of all or substantially all of the assets of the Corporation; or
- (vi) whether or not conditioned on shareholder approval, the issuance by the Corporation of common stock of the Corporation representing a majority of the outstanding common stock, or voting securities representing a majority of the combined voting power of the outstanding voting securities of the Corporation entitled to vote generally in the election of directors, after giving effect to such transaction.

Following the occurrence of an event which is not a Change of Control whereby there is a successor holding company to the Corporation, or, if there is no such successor, whereby the Corporation is not the surviving corporation in a merger or consolidation, the surviving corporation or successor holding company (as the case may be), for purposes of this definition, shall thereafter be referred to as the Corporation.

- (c) Good Reason. "Good Reason" will mean, without your consent, the occurrence of any one or more of the following during the Term:
 - (i) the assignment to you of a position which represents a material reduction from your current position of President and Chief Executive Officer, or the assignment to you of duties, other than incidental duties, inconsistent with your current position or such other position, provided you object to such assignment by written notice to the Corporation within twenty (20) business days after it is made and the Corporation fails to cure, if necessary, within ten (10) business days after such notice is given;
 - (ii) any material violation of this agreement or of Sections 2 through 5 of the Compensation Agreement by the Corporation which remains uncured ten

(10) business days after you give written notice to the Corporation which specifies the violation;

- (iii) being required by the Corporation to change the location of your principal office to one in excess of seventy-five (75) miles from the Corporation's home office in Glendale, Wisconsin, provided your employment with the Manpower Group is terminated within ninety (90) days after any such change of location; or
- (iv) any reduction in the amount of the annual bonus received by you for a given fiscal year during the Term within two years after the occurrence of a Change of Control, as compared to the amount of the annual bonus received by you for either of the two fiscal years of the Company immediately preceding the fiscal year in which a Change of Control occurred, unless the bonus for such given fiscal year is based on objective criteria to which you have agreed.

Your continued employment or failure to give Notice of Termination will not constitute consent to, or a waiver of rights with respect to, any circumstance constituting Good Reason hereunder except as otherwise provided.

- (d) Notice of Termination. Any termination of your employment by the Corporation, or termination by you for Good Reason during the Term will be communicated by Notice of Termination to the other party hereto. A "Notice of Termination" will mean a written notice which specifies a Date of Termination (which date shall be on or after the date of the Notice of Termination) and, if applicable, indicates the provision in this letter applying to the termination and sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the provision so indicated.
- (e) Date of Termination. "Date of Termination" will mean the date specified in the Notice of Termination where required (which date shall be on or after the date of the Notice of Termination) or in any other case upon your ceasing to perform services for the Manpower Group.
- (f) Term. The "Term" will be a period beginning on the date of this letter indicated above and ending on the first to occur of the following: (a) the date two years after the occurrence of a Change of Control; (b) February 28, 2005, if no Change of Control occurs between the date of this letter indicated above and February 28, 2005; and (c) the Date of Termination.
- (g) Benefit Plans. "Benefit Plans" means all benefits of employment generally made available to the senior executives of the Corporation from time to time.

(h) Compensation Agreement. The "Compensation Agreement" means the letter of even date from the Corporation to you, as accepted by you, regarding your compensation and benefits.

2. Compensation and Benefits on Termination.

- (a) Termination by the Corporation for Cause or by You Other Than for Good Reason. If your employment with the Manpower Group is terminated by the Corporation for Cause or by you other than for Good Reason, the Corporation will pay you or provide you with (i) your full base salary as then in effect through the Date of Termination, (ii) any incentive compensation payable to you in accordance with the incentive compensation plan referred to in the Compensation Agreement (but no incentive bonus will be payable for the fiscal year in which termination occurs), and (iii) all benefits to which you are entitled under any Benefit Plans in accordance with the terms of such plans. The Manpower Group will have no further obligations to you.
- (b) Termination of Reason of Disability or Death. If your employment with the Manpower Group terminates during the Term by reason of your disability or death, the Corporation will pay you or provide you with (i) your full base salary as then in effect through the Date of Termination, (ii) any incentive compensation payable to you in accordance with the incentive compensation plan referred to in the Compensation Agreement (including a prorated incentive bonus for the year in which termination occurs), and (iii) all benefits to which you are entitled under any Benefit Plans in accordance with the terms of such plans. The Corporation shall be entitled to terminate your employment by reason of your disability if you become disabled and entitled to benefits under the terms of the long-term disability plan of the Corporation. The Manpower Group will have no further obligations to you.
- (c) Termination for Any Other Reason.
- (i) If, during the Term and within two years after the occurrence of a Change of Control, your employment with the Manpower Group is terminated for any reason not specified in Subsection 2(a) or (b), above, you will be entitled to the following:
- (A) the Corporation will pay you your full base salary through the Date of Termination at the rate in effect at the time Notice of Termination is given;
- (B) the Corporation will pay you any incentive compensation payable to you in accordance with the incentive compensation plan

referred to in the Compensation Agreement (including a prorated incentive bonus for the year in which termination occurs);

- (C) the Corporation will pay as a severance benefit to you a lump-sum payment equal to three times the sum of (i) your annual base salary in effect at the time Notice of Termination is given and (ii) the amount of your largest annual bonus for the three fiscal years of the Corporation immediately preceding the Date of Termination or, if greater, the partial annual bonus for the fiscal year during which the Date of Termination occurs; and
 - (D) for an eighteen-month period after the Date of Termination, the Corporation will arrange to provide you and your eligible dependents, at the Corporation's expense, with benefits under the medical, dental, life, and disability plans of the Manpower Group, or benefits substantially similar to the benefits you were receiving during the 90-day period immediately prior to the time Notice of Termination is given under the named plans; provided, however, that benefits otherwise receivable by you pursuant to this Subsection 2(c)(i)(E) will be reduced to the extent other comparable benefits are actually received by you during the eighteen-month period following your termination, and any such benefits actually received by you will be reported to the Corporation; provided, further that any insurance continuation coverage that you may be entitled to receive under the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA") will commence on the Date of Termination.
- (ii) If your employment with the Manpower Group is terminated during the Term for any reason not specified in Subsection 2(a) or (b), above, and Subsection 2(c)(i) does not apply to the termination, you will be entitled to the following:
- (A) the Corporation will pay you your full base salary through the Date of Termination at the rate then in effect;
 - (B) the Corporation will pay you any incentive compensation payable to you in accordance with the incentive compensation plan referred to in the Compensation Agreement (including a prorated incentive bonus for the year in which termination occurs);
 - (C) the Corporation will pay as a severance benefit to you a lump-sum payment equal to the amount of your annual base salary as then in effect plus an amount equal to your largest annual bonus for the

three fiscal years of the Corporation immediately preceding the Date of Termination or, if greater, the partial annual bonus for the fiscal year during which the Date of Termination occurs; and

- (D) for the twelve-month period after the Date of Termination, you and your eligible dependents will continue to receive benefits under the medical and dental plans of the Corporation as if your employment by the Corporation did not terminate; provided, that the payments or benefits otherwise receivable by you pursuant to this Subsection 2(c)(ii)(E) will be reduced to the extent other comparable payments or benefits are actually received by you during the twelve-month period following your termination, and any such payments or benefits actually received by you will be reported to the Corporation; and provided, further that any insurance continuation coverage that you may be entitled to receive under the Consolidated Omnibus Budget Reconciliation Act of 1986 or similar state laws will commence on the Date of Termination;

The amounts paid to you pursuant to Subsection 2(c)(i)(C) or 2(C)(ii)(C) will not be included as compensation for purposes of any qualified or nonqualified pension or welfare benefit plan of the Manpower Group.

(d) Golden Parachute Tax.

- (i) Notwithstanding anything contained in this letter to the contrary, in the event that any payment or distribution to or for your benefit pursuant to the terms of this letter (a "Payment" or "Payments") would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code"), or any interest or penalties are incurred by you with respect to such excise tax (such excise tax, together with any interest and penalties, are collectively referred to as the "Excise Tax"), then you shall be entitled to receive an additional payment (a "Gross-Up Payment") in an amount such that after payment by you of all taxes (including any interest or penalties imposed with respect to such taxes), including any Excise Tax, imposed upon the Gross-Up Payment, you retain an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments.
- (ii) A determination shall be made as to whether and when a Gross-Up Payment is required pursuant to this Subsection 2(d) and the amount of such Gross-Up Payment, such determination to be made within fifteen business days of the Date of Termination, or such other time as requested by the Corporation or by you (provided you reasonably believe that any of the Payments may be subject to the Excise Tax).

Such determination shall be made by a national independent accounting firm selected by you (the "Accounting Firm"). All fees, costs and expenses (including, but not limited to, the cost of retaining experts) of the Accounting Firm shall be borne by the Corporation and the Corporation shall pay such fees, costs and expenses as they become due. The Accounting Firm shall provide detailed supporting calculations, acceptable to you, both to the Corporation and you. The Gross-Up Payment, if any, as determined pursuant to this Subsection 2(d)(ii) shall be paid by the Corporation to you within five business days of the receipt of the Accounting Firm's determination. Any such initial determination by the Accounting Firm of whether or when a Gross-Up Payment is required and, if such a payment is required, the amount thereof shall be binding upon the Corporation and you subject to the application of Subsection 2(d)(iii).

- (iii) As a result of the uncertainty in the application of Sections 4999 and 280G of the Code, it is possible that a Gross-Up Payment (or a portion thereof) will be paid which should not have been paid (an "Overpayment") or a Gross-Up Payment (or a portion thereof) which should have been paid will not have been paid (an "Underpayment"). An Underpayment shall be deemed to have occurred upon notice (formal or informal) to you from any governmental taxing authority that your tax liability (whether in respect of your then current taxable year or in respect of any prior taxable year) may be increased by reason of the imposition of the Excise Tax on a Payment or Payments with respect to which the Corporation has failed to make a sufficient Gross-Up Payment. An Overpayment shall be deemed to have occurred upon a "Final Determination" (as hereinafter defined) that the Excise Tax shall not be imposed upon a Payment or Payments with respect to which you had previously received a Gross-Up Payment. A Final Determination shall be deemed to have occurred when you have received from the applicable governmental taxing authority a refund of taxes or other reduction in your tax liability by reason of the Overpayment and upon either (A) the date a determination is made by, or an agreement is entered into with, the applicable governmental taxing authority which finally and conclusively binds you and such taxing authority, or in the event that a claim is brought before a court of competent jurisdiction, the date upon which a final determination has been made by such court and either all appeals have been taken and finally resolved or the time for all appeals has expired or (B) the expiration of the statute of limitations with your applicable tax return. If an Underpayment occurs, you shall promptly notify the Corporation and the Corporation shall pay to you at least five business days prior to the date on which the applicable governmental taxing authority has

requested payment, an additional Gross-Up Payment equal to the amount of the Underpayment plus any interest and penalties imposed on the Underpayment. If an Overpayment occurs, the amount of the Overpayment shall be treated as a loan by the Corporation to you and you shall, within ten business days of the occurrence of such Overpayment, pay to the Corporation the amount of the Overpayment plus interest at an annual rate equal to the rate provided for in Section 1274(b)(2)(B) of the Code from the date the Gross-Up Payment (to which the Overpayment relates) was paid to you.

- (iv) Notwithstanding anything contained in this letter to the contrary, in the event it is determined that an Excise Tax will be imposed on any Payment or Payments, the Corporation shall pay to the applicable governmental taxing authorities as Excise Tax withholding, the amount of the Excise Tax that the Corporation has actually withheld from the Payment or Payments.
- (e) Payment. The payments provided for in Subsections 2(c)(i)(A) through (C) or 2(c)(ii)(A) through (C), above, will be made not later than the fifteenth business day following the Date of Termination, except as otherwise provided. If any of such payments is not made when due (hereinafter a "Delinquent Payment"), in addition to such principal sum, the Corporation will pay you interest on any and all such Delinquent Payments from the date due computed at the prime rate as announced from time to time by Firststar Bank of Milwaukee, compounded monthly.
- (f) No Mitigation. You will not be required to mitigate the amount of any payment or benefit provided for in this Section 2 by seeking other employment or otherwise, nor will the amount of any payment provided for in this Section 2, unless otherwise provided herein, be reduced by any compensation earned by you as the result of employment by another employer after the Date of Termination, or otherwise.
- (g) Release of Claims. Notwithstanding the foregoing, the Corporation will not pay you, and you have no right to receive, any benefit described in Section 2, above, unless and until you execute, and there shall be effective following any statutory period for revocation, a release, in a form reasonably acceptable to the Corporation, that irrevocably and unconditionally releases, waives, and fully and forever discharges the Manpower Group and its past and current directors, officers, employees, and agents from and against any and all claims, liabilities, obligations, covenants, rights, demands and damages of any nature whatsoever, whether known or unknown, anticipated or unanticipated, relating to or arising out of your employment with the Manpower Group, including without limitation claims arising under the Age Discrimination in Employment Act of 1967, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights

Act of 1991, the Equal Pay Act, as amended, and any other federal, state, or local law or regulation.

- (h) Forfeiture. Notwithstanding the foregoing, your right to receive the payments and benefits to be provided to you under this Section 2 beyond those described in Subsection 2(a), above, is conditioned upon your performance of the obligations stated in Section 3, below, and in Section 6 of the Compensation Agreement, and upon your breach of any such obligations, you will immediately return to the Corporation the amount of such payments and benefits and you will no longer have any right to receive any such payments or benefits.

3. Noncompetition Agreement.

- (a) Noncompetition. During the term of your employment with the Manpower Group, you will not assist any competitor of any company in the Manpower Group in any capacity. During the one-year period which immediately follows the termination of your employment with the Manpower Group:
 - (i) You will not, directly or indirectly, contact any customer or prospective customer of the Corporation with whom you have had contact on behalf of the Corporation during the two-year period preceding the date of such termination or any customer or prospective customer about whom you obtained confidential information in connection with your employment by the Corporation during such two-year period so as to cause or attempt to cause such customer or prospective customer of the Corporation not to do business or to reduce such customer's business with the Corporation or divert any business from the Corporation.
 - (ii) You will not, directly or indirectly, provide services or assistance of a nature similar to the services provided to the Manpower Group during the term of your employment with the Manpower Group, to any entity engaged in the business of providing temporary staffing services anywhere in the United States or any other country in which the Manpower Group conducts business as of the Date of Termination which has, together with its affiliated entities, annual revenues from such business in excess of \$500,000,000. You acknowledge that the scope of this limitation is reasonable in that, among other things, providing any such services or assistance during such one-year period would permit you to use unfairly your close identification with the Manpower Group and the customer contacts you developed while employed by the Manpower Group and would involve the use and disclosure of confidential information pertaining to the Manpower Group.

- (b) Injunction. You recognize that irreparable and incalculable injury will result to the Manpower Group and its businesses and properties in the event of your breach of any of the restrictions imposed by Subsection 3(a), above. You therefore agree that, in the event of any such actual, impending or threatened breach, the Corporation will be entitled, in addition to the remedies set forth in Subsection 2(h), above, and any other remedies and damages, to temporary and permanent injunctive relief (without the necessity of posting a bond or other security) restraining the violation, or further violation, of such restrictions by you and by any other person or entity from whom you may be acting or who is acting for you or in concert with you.
- (c) Nonapplication. Notwithstanding the above, this Section 3 will not apply if your employment with the Corporation is terminated by you for Good Reason or by the Corporation without Cause within two years after the occurrence of a Change of Control.

- 4. Nondisparagement. Upon your termination of employment with the Manpower Group for any reason, the Manpower Group agrees to maintain a positive and constructive attitude and demeanor toward you, and agrees to refrain from making any derogatory comments or statements of a negative nature about you. Upon your termination of employment with the Manpower Group for any reason, you agree to maintain a positive and constructive attitude and demeanor toward the Manpower Group, and agree to refrain from making derogatory comments or statements of a negative nature about the Manpower Group, its officers, directors, shareholders, agents, partners, representatives and employees, to anyone.
- 5. Successors; Binding Agreement. This letter agreement will be binding on the Corporation and its successors and will inure to the benefit of and be enforceable by your personal or legal representatives, heirs and successors.
- 6. Notice. Notices and all other communications provided for in this letter will be in writing and will be deemed to have been duly given when delivered in person, sent by telecopy, or mailed by United States registered or certified mail, return receipt requested, postage prepaid, and properly addressed to the other party.
- 7. No Right to Remain Employed. Nothing contained in this letter will be construed as conferring upon you any right to remain employed by the Corporation or any member of the Manpower Group or affect the right of the Corporation or any member of the Manpower Group to terminate your employment at any time for any reason or no reason, subject to the obligations of the Corporation and the Manpower Group as set forth herein.
- 8. Modification. No provision of this letter may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing by you and the Corporation.

9. Withholding. The Corporation shall be entitled to withhold from amounts to be paid to you hereunder any federal, state, or local withholding or other taxes or charges which it is, from time to time, required to withhold under applicable law.
10. Previous Agreement. This letter, upon acceptance by you, and the Compensation Agreement expressly supersede any and all previous agreements or understandings relating to your employment by the Corporation or the Manpower Group or the termination of such employment, and any such agreement or agreements shall, as of the date of your acceptance, have no further force or effect.

If you are in agreement with the foregoing, please sign and return one copy of this letter which will constitute our agreement with respect to the subject matter of this letter.

Sincerely,

MANPOWER INC.

By: /s/ Michael J. Van Handel

Michael J. Van Handel, Senior Vice
President and Chief Financial
Officer

Agreed as of the 19th day of February, 2002.

/s/ Jeffrey A. Joerres

Jeffrey A. Joerres

Manpower Inc.
5301 North Ironwood Road
Milwaukee, Wisconsin 53217

February 19, 2002

Mr. Michael J. Van Handel:

We have agreed as follows with respect to the compensation to be paid and the other benefits to be provided to you in connection with your continuing employment by Manpower Inc. (the "Corporation"):

1. Term. The "Term" will be a period beginning on the date of this letter indicated above and ending on the first to occur of the following: (a) the date two years after the occurrence of a Change of Control, as defined in the letter to you of even date regarding other rights and obligations on termination of your employment; (b) February 28, 2005, if no Change of Control occurs between the date of this letter indicated above and February 28, 2005; or (c) the Date of Termination, as defined in the letter from the Corporation to you of even date regarding other rights and obligations on termination of your employment.

2. Base Compensation. You will be paid a base salary for your services during the Term at the rate of Three Hundred Forty Thousand (\$340,000) per year, as may be increased from time to time by the Corporation. Your base compensation will be paid in accordance with the Corporation's regular payroll practices with respect to such compensation as in effect from time to time.

3. Incentive Bonus. You also will be entitled to receive incentive compensation for your services during the Term in accordance with an incentive compensation plan approved and administered by the Executive Compensation Committee of the Board of Directors of the Corporation. Such plan may be amended or replaced from time to time by such Committee, but without your agreement no such action will adversely affect any rights you may have under such plan as of the time of such action.

4. Benefits. During the entire Term, the Corporation will provide you with, and you will be eligible for, all benefits of employment generally made available to the executives of the Corporation from time to time (collectively, the "Benefits Plans"), subject to and on a basis consistent with the terms, conditions and overall administration of such Benefit Plans. You will

be considered for participation in Benefit Plans which by the terms thereof are discretionary in nature (such as stock option plans) on the same basis as other executive personnel of the Corporation of similar rank. You also will be entitled to vacations and perquisites in accordance with the Corporation's policies as in effect from time to time for executives of the Corporation.

5. Expenses. The Corporation will reimburse to you on a monthly basis for all traveling, hotel, entertainment and other expenses reasonably incurred by you in the proper performance of your duties during the Term, subject to your compliance with the guidelines and regulations concerning expense reimbursement issued by the Corporation.

6. Nondisclosure and Nonsolicitation.

(a) Nondisclosure.

(i) You will not, directly or indirectly, at any time during the term of your employment with the Corporation or any of its direct or indirect subsidiaries (collectively, the "Manpower Group") or during the two-year period following your termination of employment with the Manpower Group, use for yourself or others, or disclose to others, any Confidential Information (as defined below), whether or not conceived, developed, or perfected by you and no matter how it became known to you, unless (a) you first secure written consent of the Corporation to such disclosure or use, (b) the same shall have lawfully become a matter of public knowledge other than by your act or omission, or (c) you are ordered to disclose the same by a court of competent jurisdiction or are otherwise required to disclose the same by law, and you promptly notify the Corporation of such disclosure. "Confidential Information" shall mean all business information (whether or not in written form) which relates to any company in the Manpower Group and which is not known to the public generally (absent your disclosure), including but not limited to confidential knowledge, operating instructions, training materials and systems, customer lists, sales records and documents, marketing and sales strategies and plans, market surveys, cost and profitability analyses, pricing information, competitive strategies, personnel-related information, and supplier lists. This obligation will survive the termination of your employment for a period of two years and will not be construed to in any way limit the Corporation's rights to protect confidential information which constitute trade secrets under applicable trade secrets law even after such two-year period.

(ii) Upon your termination of employment with the Manpower Group, or at any other time upon request of the Corporation, you will promptly surrender to the Corporation, or destroy and certify such destruction to the Corporation, any documents, materials, or computer or electronic records containing any Confidential Information which are in your possession or under your control.

(b) Nonsolicitation of Employees. You agree that you will not, at any time during the term of your employment with the Manpower Group or during the one-year period following your termination of employment with the Manpower Group, either on your own account or in conjunction with or on behalf of any other person, company, business entity, or other organization whatsoever, directly or indirectly induce, solicit, entice or procure any person who is an employee of any company in the Manpower Group, or has been such an employee within the three months preceding such action, to terminate his or her employment with the Manpower Group so as to accept employment elsewhere.

(c) Injunction. You recognize that irreparable and incalculable injury will result to the Manpower Group and its businesses and properties in the event of your breach of any of the restrictions imposed by Sections 6(a) - (b), above. You therefore agree that, in the event of any such actual, impending or threatened breach, the Corporation will be entitled, in addition to any other remedies and damages available to it, to temporary and permanent injunctive relief (without the necessity of posting a bond or other security) restraining the violation, or further violation, of such restrictions by you and by any other person or entity from whom you may be acting or who is acting for you or in concert with you.

7. Successors; Binding Agreement. This letter agreement will be binding on the Corporation and its successors and will inure to the benefit of and be enforceable by your personal or legal representatives, heirs and successors.

8. Notice. Notices and all other communications provided for in this letter will be in writing and will be deemed to have been duly given when delivered in person, sent by telecopy, or mailed by United States registered or certified mail, return receipt requested, postage prepaid, and properly addressed to the other party.

9. No Right to Remain Employed. Nothing contained in this letter will be construed as conferring upon you any right to remain employed by the Corporation or any member of the Manpower Group or affect the right of the Corporation or any member of the Manpower Group to terminate your employment at any time for any reason or no reason, subject to the obligations of the Corporation and the Manpower Group as set forth herein.

10. Modification. No provision of this letter may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing by you and the Corporation.

11. Withholding. The Corporation shall be entitled to withhold from amounts to be paid to you hereunder any federal, state, or local withholding or other taxes or charges which it is, from time to time, required to withhold under applicable law.

12. Previous Agreement. This letter and the letter of even date from the Corporation to you, regarding other rights and obligations on termination of your employment, upon acceptance

by you, expressly supersede any and all previous agreements or understandings relating to your employment by the Corporation or the Manpower Group or the termination of such employment, and any such agreement or agreements shall, as of the date of your acceptance, have no further force or effect.

If you are in agreement with the foregoing, please sign and return one copy of this letter which will constitute our agreement with respect to the subject matter of this letter.

Sincerely,

MANPOWER INC.

By: /s/ Jeffrey A. Joerres

Jeffrey A. Joerres, President and
Chief Executive Officer

Agreed as of the 19th day of February, 2002.

/s/ Michael J. Van Handel

Michael J. Van Handel

Manpower Inc.
5301 North Ironwood Road
Milwaukee, Wisconsin 53217

February 19, 2002

Mr. Michael J. Van Handel:

Manpower Inc. (the "Corporation") desires to retain experienced, well-qualified executives, like you, to assure the continued growth and success of the Corporation and its direct and indirect subsidiaries (collectively, the "Manpower Group"). Accordingly, as an inducement for you to continue your employment in order to assure the continued availability of your services to the Manpower Group, we have agreed as follows:

1. Definitions. For purposes of this letter:

- (a) Cause. Termination by the Corporation of your employment with the Corporation for "Cause" will mean termination upon (i) your willful and continued failure to substantially perform your duties with the Manpower Group after a written demand for substantial performance is delivered to you that specifically identifies the manner in which the Corporation believes that you have not substantially performed your duties, and you have failed to resume substantial performance of your duties on a continuous basis within ten days after receiving such demand, (ii) your commission of any material act of dishonesty or disloyalty involving the Manpower Group, (iii) your chronic absence from work other than by reason of a serious health condition, (iv) your commission of a crime which substantially relates to the circumstances of your position with the Manpower Group or which has material adverse effect on the business of the Manpower Group, or (v) the willful engaging by you in conduct which is demonstrably and materially injurious to the Manpower Group. For purposes of this Subsection 1(a), no act, or failure to act, on your part will be deemed "willful" unless done, or omitted to be done, by you not in good faith.
- (b) Change of Control. A "Change of Control" will mean the first to occur of the following:

- (i) the acquisition (other than from the Corporation), by any person, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934 (the "Exchange Act")), directly or indirectly, of beneficial ownership (within the meaning of Exchange Act Rule 13d-3) of more than 50% of the then outstanding shares of common stock of the Corporation or voting securities representing more than 50% of the combined voting power of the Corporation's then outstanding voting securities entitled to vote generally in the election of directors; provided, however, no Change of Control shall be deemed to have occurred as a result of an acquisition of shares of common stock or voting securities of the Corporation (A) by the Corporation, any of its subsidiaries, or any employee benefit plan (or related trust) sponsored or maintained by the Corporation or any of its subsidiaries or (B) by any other corporation or other entity with respect to which, following such acquisition, more than 60% of the outstanding shares of the common stock, and voting securities representing more than 60% of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, of such other corporation or entity are then beneficially owned, directly or indirectly, by the persons who were the Corporation's shareholders immediately prior to such acquisition in substantially the same proportions as their ownership, immediately prior to such acquisition, of the Corporation's then outstanding common stock or then outstanding voting securities, as the case may be; or
- (ii) any merger or consolidation of the Corporation with any other corporation, other than a merger or consolidation which results in more than 60% of the outstanding shares of the common stock, and voting securities representing more than 60% of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, of the surviving or consolidated corporation being then beneficially owned, directly or indirectly, by the persons who were the Corporation's shareholders immediately prior to such acquisition in substantially the same proportions as their ownership, immediately prior to such acquisition, of the Corporation's then outstanding common stock or then outstanding voting securities, as the case may be; or
- (iii) any liquidation or dissolution of the Corporation or the sale or other disposition of all or substantially all of the assets of the Corporation; or
- (iv) individuals who, as of the date of this letter, constitute the Board of Directors of the Corporation (as of such date, the "Incumbent Board") cease for any reason to constitute at least a majority of such Board; provided, however, that any person becoming a director subsequent to the date of this letter whose election, or nomination for election by the

shareholders of the Corporation, was approved by at least a majority of the directors then comprising the Incumbent Board shall be, for purposes of this letter, considered as though such person were a member of the Incumbent Board but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest which was (or, if threatened, would have been) subject to Exchange Act Rule 14a-11; or

- (v) the Corporation shall enter into any agreement (whether or not conditioned on shareholder approval) providing for or contemplating, or the Board of Directors of the Corporation shall approve and recommend that the shareholders of the Corporation accept, or approve or adopt, or the shareholders of the Corporation shall approve, any acquisition that would be a Change of Control under clause (i), above, or a merger or consolidation that would be a Change of Control under clause (ii), above, or a liquidation or dissolution of the Corporation or the sale or other disposition of all or substantially all of the assets of the Corporation; or
- (vi) whether or not conditioned on shareholder approval, the issuance by the Corporation of common stock of the Corporation representing a majority of the outstanding common stock, or voting securities representing a majority of the combined voting power of the outstanding voting securities of the Corporation entitled to vote generally in the election of directors, after giving effect to such transaction.

Following the occurrence of an event which is not a Change of Control whereby there is a successor holding company to the Corporation, or, if there is no such successor, whereby the Corporation is not the surviving corporation in a merger or consolidation, the surviving corporation or successor holding company (as the case may be), for purposes of this definition, shall thereafter be referred to as the Corporation.

- (c) Good Reason. "Good Reason" will mean, without your consent, the occurrence of any one or more of the following during the Term:
 - (i) the assignment to you of a position which represents a material reduction from your current positions of Senior Vice President and Chief Financial Officer, or the assignment to you of duties, other than incidental duties, inconsistent with your current positions or such other positions, provided you object to such assignment by written notice to the Corporation within twenty (20) business days after it is made and the Corporation fails to cure, if necessary, within ten (10) business days after such notice is given;

- (ii) any material violation of this agreement or of Sections 2 through 5 of the Compensation Agreement by the Corporation which remains uncured ten (10) business days after you give written notice to the Corporation which specifies the violation;
- (iii) any reduction in the amount of the annual bonus received by you for a given fiscal year during the Term within two years after the occurrence of a Change of Control, as compared to the amount of the annual bonus received by you for either of the two fiscal years of the Company immediately preceding the fiscal year in which the Change of Control occurred, unless the bonus for such given fiscal year is based on objective criteria to which you have agreed; or
- (iv) being required by the Corporation to change the location of your principal office to one in excess of seventy-five (75) miles from the Corporation's home office in Glendale, Wisconsin, provided your employment with the Manpower Group is terminated within ninety (90) days after any such change of location.

Your continued employment or failure to give Notice of Termination will not constitute consent to, or a waiver of rights with respect to, any circumstance constituting Good Reason hereunder except as otherwise provided.

- (d) Notice of Termination. Any termination of your employment by the Corporation, or termination by you for Good Reason during the Term will be communicated by Notice of Termination to the other party hereto. A "Notice of Termination" will mean a written notice which specifies a Date of Termination (which date shall be on or after the date of the Notice of Termination) and, if applicable, indicates the provision in this letter applying to the termination and sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the provision so indicated.
- (e) Date of Termination. "Date of Termination" will mean the date specified in the Notice of Termination where required (which date shall be on or after the date of the Notice of Termination) or in any other case upon your ceasing to perform services for the Manpower Group.
- (f) Term. The "Term" will be a period beginning on the date of this letter indicated above and ending on the first to occur of the following: (a) the date two years after the occurrence of a Change of Control; (b) February 28, 2005, if no Change of Control occurs between the date of this letter indicated above and February 28, 2005; and (c) the Date of Termination.

- (g) Benefit Plans. "Benefit Plans" means all benefits of employment generally made available to the executives of the Corporation from time to time.
- (h) Compensation Agreement. The "Compensation Agreement" means the letter of even date from the Corporation to you, as accepted by you, regarding your compensation and benefits.

2. Compensation and Benefits on Termination.

- (a) Termination by the Corporation for Cause or by You Other Than for Good Reason. If your employment with the Manpower Group is terminated by the Corporation for Cause or by you other than for Good Reason, the Corporation will pay you or provide you with (i) your full base salary as then in effect through the Date of Termination, (ii) any incentive compensation payable to you in accordance with the incentive compensation plan referred to in the Compensation Agreement (but no incentive bonus will be payable for the fiscal year in which termination occurs) and (iii) all benefits to which you are entitled under any Benefit Plans in accordance with the terms of such plans. The Manpower Group will have no further obligations to you.
- (b) Termination of Reason of Disability or Death. If your employment with the Manpower Group terminates during the Term by reason of your disability or death, the Corporation will pay you or provide you with (i) your full base salary as then in effect through the Date of Termination, (ii) any incentive compensation payable to you in accordance with the incentive compensation plan referred to in the Compensation Agreement (including a prorated incentive bonus for the year in which termination occurs), and (iii) all benefits to which you are entitled under any Benefit Plans in accordance with the terms of such plans. The Corporation shall be entitled to terminate your employment by reason of your disability if you become disabled and entitled to benefits under the terms of the long-term disability plan of the Corporation. The Manpower Group will have no further obligations to you.
- (c) Termination for Any Other Reason.
 - (i) If, during the Term and within two years after the occurrence of a Change of Control, your employment with the Manpower Group is terminated for any reason not specified in Subsection 2(a) or (b), above, you will be entitled to the following:
 - (A) the Corporation will pay you your full base salary through the Date of Termination at the rate in effect at the time Notice of Termination is given;

- (B) the Corporation will pay you any incentive compensation payable to you in accordance with the incentive compensation plan referred to in the Compensation Agreement (including a prorated incentive bonus for the year in which termination occurs);
 - (C) the Corporation will pay as a severance benefit to you a lump-sum payment equal to three times the sum of (i) your annual base salary in effect at the time Notice of Termination is given and (ii) the amount of your largest annual bonus for the three fiscal years of the Corporation immediately preceding the Date of Termination; and
 - (D) for an eighteen-month period after the Date of Termination, the Corporation will arrange to provide you and your eligible dependents, at the Corporation's expense, with benefits under the medical, dental, life, and disability plans of the Manpower Group, or benefits substantially similar to the benefits you were receiving during the 90-day period immediately prior to the time Notice of Termination is given under the named plans; provided, however, that benefits otherwise receivable by you pursuant to this Subsection 2(c)(i)(E) will be reduced to the extent other comparable benefits are actually received by you during the eighteen-month period following your termination, and any such benefits actually received by you will be reported to the Corporation; provided, further that any insurance continuation coverage that you may be entitled to receive under the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA") will commence on the Date of Termination.
- (ii) If your employment with the Manpower Group is terminated during the Term for any reason not specified in Subsection 2(a) or (b), above, and Subsection 2(c)(i) does not apply to the termination, you will be entitled to the following:
- (A) the Corporation will pay you your full base salary through the Date of Termination at the rate then in effect;
 - (B) the Corporation will pay you any incentive compensation payable to you in accordance with the incentive compensation plan referred to in the Compensation Agreement (including a prorated incentive bonus for the year in which termination occurs);
 - (C) the Corporation will pay as a severance benefit to you a lump-sum payment equal to the amount of your annual base salary as then in

effect plus the amount of your largest annual bonus for the three fiscal years of the Corporation immediately preceding the Date of Termination; and

- (D) for the twelve-month period after the Date of Termination, you and your eligible dependents will continue to receive benefits under the medical and dental plans of the Corporation as if your employment by the Corporation did not terminate; provided, that the payments or benefits otherwise receivable by you pursuant to this Subsection 2(c)(ii)(E) will be reduced to the extent other comparable payments or benefits are actually received by you during the twelve-month period following your termination, and any such payments or benefits actually received by you will be reported to the Corporation; and provided, further that any insurance continuation coverage that you may be entitled to receive under the Consolidated Omnibus Budget Reconciliation Act of 1986 or similar state laws will commence on the Date of Termination;

The amounts paid to you pursuant to Subsections 2(c)(i)(C) or 2(c)(ii)(C) will not be included as compensation for purposes of any qualified or nonqualified pension or welfare benefit plan of the Manpower Group.

(d) Golden Parachute Tax.

- (i) Notwithstanding anything contained in this letter to the contrary, in the event that any payment or distribution to or for your benefit pursuant to the terms of this letter (a "Payment" or "Payments") would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code"), or any interest or penalties are incurred by you with respect to such excise tax (such excise tax, together with any interest and penalties, are collectively referred to as the "Excise Tax"), then you shall be entitled to receive an additional payment (a "Gross-Up Payment") in an amount such that after payment by you of all taxes (including any interest or penalties imposed with respect to such taxes), including any Excise Tax, imposed upon the Gross-Up Payment, you retain an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments.
- (ii) A determination shall be made as to whether and when a Gross-Up Payment is required pursuant to this Subsection 2(d) and the amount of such Gross-Up Payment, such determination to be made within fifteen business days of the Date of Termination, or such other time as

requested by the Corporation or by you (provided you reasonably believe that any of the Payments may be subject to the Excise Tax). Such determination shall be made by a national independent accounting firm selected by you (the "Accounting Firm"). All fees, costs and expenses (including, but not limited to, the cost of retaining experts) of the Accounting Firm shall be borne by the Corporation and the Corporation shall pay such fees, costs and expenses as they become due. The Accounting Firm shall provide detailed supporting calculations, acceptable to you, both to the Corporation and you. The Gross-Up Payment, if any, as determined pursuant to this Subsection 2(d)(ii) shall be paid by the Corporation to you within five business days of the receipt of the Accounting Firm's determination. Any such initial determination by the Accounting Firm of whether or when a Gross-Up Payment is required and, if such a payment is required, the amount thereof shall be binding upon the Corporation and you subject to the application of Subsection 2(d)(iii).

- (iii) As a result of the uncertainty in the application of Sections 4999 and 280G of the Code, it is possible that a Gross-Up Payment (or a portion thereof) will be paid which should not have been paid (an "Overpayment") or a Gross-Up Payment (or a portion thereof) which should have been paid will not have been paid (an "Underpayment"). An Underpayment shall be deemed to have occurred upon notice (formal or informal) to you from any governmental taxing authority that your tax liability (whether in respect of your then current taxable year or in respect of any prior taxable year) may be increased by reason of the imposition of the Excise Tax on a Payment or Payments with respect to which the Corporation has failed to make a sufficient Gross-Up Payment. An Overpayment shall be deemed to have occurred upon a "Final Determination" (as hereinafter defined) that the Excise Tax shall not be imposed upon a Payment or Payments with respect to which you had previously received a Gross-Up Payment. A Final Determination shall be deemed to have occurred when you have received from the applicable governmental taxing authority a refund of taxes or other reduction in your tax liability by reason of the Overpayment and upon either (A) the date a determination is made by, or an agreement is entered into with, the applicable governmental taxing authority which finally and conclusively binds you and such taxing authority, or in the event that a claim is brought before a court of competent jurisdiction, the date upon which a final determination has been made by such court and either all appeals have been taken and finally resolved or the time for all appeals has expired or (B) the expiration of the statute of limitations with your applicable tax return. If an Underpayment occurs, you shall promptly notify the Corporation

and the Corporation shall pay to you at least five business days prior to the date on which the applicable governmental taxing authority has requested payment, an additional Gross-Up Payment equal to the amount of the Underpayment plus any interest and penalties imposed on the Underpayment. If an Overpayment occurs, the amount of the Overpayment shall be treated as a loan by the Corporation to you and you shall, within ten business days of the occurrence of such Overpayment, pay to the Corporation the amount of the Overpayment plus interest at an annual rate equal to the rate provided for in Section 1274(b)(2)(B) of the Code from the date the Gross-Up Payment (to which the Overpayment relates) was paid to you.

- (iv) Notwithstanding anything contained in this letter to the contrary, in the event it is determined that an Excise Tax will be imposed on any Payment or Payments, the Corporation shall pay to the applicable governmental taxing authorities as Excise Tax withholding, the amount of the Excise Tax that the Corporation has actually withheld from the Payment or Payments.
- (e) Payment. The payments provided for in Subsections 2(c)(i)(A) through (C) or 2(c)(ii)(A) through (C), above, will be made not later than the fifteenth business day following the Date of Termination, except as otherwise provided. If any of such payments is not made when due (hereinafter a "Delinquent Payment"), in addition to such principal sum, the Corporation will pay you interest on any and all such Delinquent Payments from the date due computed at the prime rate as announced from time to time by Firststar Bank of Milwaukee, compounded monthly.
- (f) No Mitigation. You will not be required to mitigate the amount of any payment or benefit provided for in this Section 2 by seeking other employment or otherwise, nor will the amount of any payment provided for in this Section 2, unless otherwise provided herein, be reduced by any compensation earned by you as the result of employment by another employer after the Date of Termination, or otherwise.
- (g) Release of Claims. Notwithstanding the foregoing, the Corporation will not pay you, and you have no right to receive, any benefits described in Section 2, above, unless and until you execute, and there shall be effective following any statutory period for revocation, a release, in a form reasonably acceptable to the Corporation, that irrevocably and unconditionally releases, waives, and fully and forever discharges the Manpower Group and its past and current directors, officers, employees, and agents from and against any and all claims, liabilities, obligations, covenants, rights, demands and damages of any nature whatsoever, whether known or unknown, anticipated or unanticipated, relating to or arising out of your

employment with the Manpower Group, including without limitation claims arising under the Age Discrimination in Employment Act of 1967, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Equal Pay Act, as amended, and any other federal, state, or local law or regulation.

- (h) Forfeiture. Notwithstanding the foregoing, your right to receive the payments and benefits to be provided to you under this Section 2 beyond those described in Subsection 2(a), above, is conditioned upon your performance of the obligations stated in Section 3, below, and in Section 6 of the Compensation Agreement, and upon your breach of any such obligations, you will immediately return to the Corporation the amount of such payments and benefits and you will no longer have any right to receive any such payments or benefits.

3. Noncompetition Agreement.

- (a) Noncompetition. During the term of your employment with the Manpower Group, you will not assist any competitor of any company in the Manpower Group in any capacity. During the one-year period which immediately follows the termination of your employment with the Manpower Group, you will not, directly or indirectly, provide services or assistance of a nature similar to the services provided to the Manpower Group during the term of your employment with the Manpower Group to any entity engaged in the business of providing temporary staffing services anywhere in the United States or any other country in which the Manpower Group conducts business as of the Date of Termination which has, together with its affiliated entities, annual revenues from such business in excess of \$500,000,000. You acknowledge that the scope of this limitation is reasonable in that, among other things, providing any such services or assistance during such one-year period would permit you to use unfairly your close identification with the Manpower Group and would involve the use or disclosure of confidential information pertaining to the Manpower Group.
- (b) Injunction. You recognize that irreparable and incalculable injury will result to the Manpower Group and its businesses and properties in the event of your breach of any of the restrictions imposed by Subsection 3(a), above. You therefore agree that, in the event of any such actual, impending or threatened breach, the Corporation will be entitled, in addition to the remedies set forth in Subsection 2(h), above, and any other remedies and damages, to temporary and permanent injunctive relief (without the necessity of posting a bond or other security) restraining the violation, or further violation, of such restrictions by you and by any other person or entity from whom you may be acting or who is acting for you or in concert with you.

(c) Nonapplication. Notwithstanding the above, this Section 3 will not apply if your employment with the Corporation is terminated by you for Good Reason or by the Corporation without Cause within two years after the occurrence of a Change of Control.

4. Nondisparagement. Upon your termination of employment with the Manpower Group for any reason, the Manpower Group agrees to maintain a positive and constructive attitude and demeanor toward you, and agrees to refrain from making any derogatory comments or statements of a negative nature about you. Upon your termination of employment with the Manpower Group for any reason, you agree to maintain a positive and constructive attitude and demeanor toward the Manpower Group, and agree to refrain from making derogatory comments or statements of a negative nature about the Manpower Group, its officers, directors, shareholders, agents, partners, representatives and employees, to anyone.
5. Successors; Binding Agreement. This letter agreement will be binding on the Corporation and its successors and will inure to the benefit of and be enforceable by your personal or legal representatives, heirs and successors.
6. Notice. Notices and all other communications provided for in this letter will be in writing and will be deemed to have been duly given when delivered in person, sent by telecopy, or mailed by United States registered or certified mail, return receipt requested, postage prepaid, and properly addressed to the other party.
7. No Right to Remain Employed. Nothing contained in this letter will be construed as conferring upon you any right to remain employed by the Corporation or any member of the Manpower Group or affect the right of the Corporation or any member of the Manpower Group to terminate your employment at any time for any reason or no reason, subject to the obligations of the Corporation and the Manpower Group as set forth herein.
8. Modification. No provision of this letter may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing by you and the Corporation.
9. Withholding. The Corporation shall be entitled to withhold from amounts to be paid to you hereunder any federal, state, or local withholding or other taxes or charges which it is, from time to time, required to withhold under applicable law.
10. Previous Agreement. This letter, upon acceptance by you, and the Compensation Agreement expressly supersede any and all previous agreements or understandings relating to your employment by the Corporation or the Manpower Group or the termination of such employment, and any such agreement or agreements shall, as of the date of your acceptance, have no further force or effect.

If you are in agreement with the foregoing, please sign and return one copy of this letter which will constitute our agreement with respect to the subject matter of this letter.

Sincerely,

MANPOWER INC.

By: /s/ Jeffrey A. Joerres

Jeffrey A. Joerres, President and
Chief Executive Officer

Agreed as of the 19th day of February, 2002.

/s/ Michael J. Van Handel

Michael J. Van Handel

MANPOWER INC.

Ratio of Earnings to Fixed Charges

(in millions)

	Years Ended December 31,				
	2001	2000	1999	1998	1997
Earnings:					
Earnings before income taxes	\$197.9	\$265.2	\$205.8	\$113.8	\$249.2
Fixed charges	107.4	94.0	71.6	65.1	47.2
	-----	-----	-----	-----	-----
	\$305.3	\$359.2	\$277.4	\$178.9	\$296.4
	=====	=====	=====	=====	=====
Fixed charges:					
Interest (expensed or capitalized)	\$ 39.1	\$ 35.0	\$ 17.3	\$ 19.2	\$ 11.1
Estimated interest portion of rent expense	68.3	59.0	54.3	45.9	36.1
	-----	-----	-----	-----	-----
	\$107.4	\$ 94.0	\$ 71.6	\$ 65.1	\$ 47.2
	=====	=====	=====	=====	=====
Ratio of earnings to fixed charges	2.8	3.8	3.9	2.7	6.3
	=====	=====	=====	=====	=====

(Images on the cover and on pages 1-22 contain photographs of people and different work sites.)

It's more than work.

It's more than a paycheck.

It's more than a title.

It's more than a place to mingle.

It's more than a routine.

It's more than moving paper.

It's more than a place to sit.

It's more than the passage of time.

It's more than work.

It's about life.

It's about being rewarded for effort.

It's about learning something new every day.

It's about updating skills for today's environment.

It's about being on a team that truly cares for one another.

It's about setting a good example for others.

It's about pride.

It's about knowing you made a difference.

It's about Manpower.

At Manpower, it's about the 2 million well-trained, intelligent, motivated, reliable people who make a difference to our customers. And in the process, they lead productive lives for themselves, and create shareholder value for you.

Letter to our Shareholders

[PICTURE]

Dear Shareholders --

As you know, 2001 was a tough year for businesses worldwide and, consequently, for the staffing companies that serve them. While it was difficult for us to show growth in that environment, we know from past history that recoveries usually offer an early opportunity to grow revenues and profits. With this potential opportunity in mind, we used the year to solidify both our operating and financial strengths, focusing on the key strategic areas that we have been building on over the past three years.

For example, our gross profit margin improved by 70 basis points during the year, reflecting the value our customers place on the services we provide. In the major geographies in which we operate, we were able to reduce operating and overhead expenses, and we did so thoughtfully and strategically - by improving our service-delivery process, rather than by eliminating elements that will drive our future growth. We generated more than \$193 million in free cash flow - a 49% increase over 2000. This is due, in part, to the fact that our cash flow runs counter to the business cycle; so, as the revenues decreased, the receivables from a higher revenue stream were collected. Even so, we made improvements that went beyond economic cycles,

reflecting the underlying strength of our business. One such area was a two-day reduction in the collection period for our outstanding receivables.

We ended the year with systemwide sales of \$11.8 billion and revenues of \$10.5 billion. Operating profit was \$237.6 million.

The worldwide economy may be slow and timing of a recovery uncertain, but we believe Manpower's future growth opportunities are certain. Customers of all sizes - from the largest global accounts to the smallest local customers - are all asking for more from Manpower. This is a real opportunity for us because of Manpower's track record for delivering the best service in the industry.

Exceptional service is, in fact, the core of the Manpower brand - a reputation built over the last 54 years by delivering people with the right skills, quickly and efficiently to our customers.

During the year, we continued to build on our service leadership position in many markets and expanded our presence worldwide, growing our network to more than 3,900 offices, with 235 net office additions in the year. We added locations in high-potential geographies, including Asia Pacific and targeted countries in Europe - notably Italy and France. Today, our assets and service capabilities are aligned with both long-range market opportunities and near-term demand.

We also continued to expand both the range and reach of the services we provide, focusing on the specialty and professional side of our business, where there are great growth opportunities. We significantly expanded the geographic footprints of both Elan Group Ltd., our European IT staffing subsidiary, and The Empower Group, an independent operating unit that provides human resource consulting services to major customers. And, in July, we acquired Jefferson Wells International, Inc., a respected and fast-growing professional provider of internal audit, accounting, technology, and tax services.

At a time when companies worldwide are experiencing a significant increase in their need for financial professionals - and equally significant pressure to control fixed-expense growth - Jefferson Wells allows us to offer a wide range of specialized services that are strategically important to our customers. Just as important, this acquisition - like those of

Elan and The Empower Group in the past - demonstrates our overall approach to growth. In making acquisitions, we're not interested in simply piling on assets or revenues. Instead, we focus on opportunities that will both energize and enrich our core business over the long term and provide an immediate business "fit" - companies that can respond to our customers' business requirements immediately, without major integration efforts, expenses, or disruptions required by our existing organization.

A similar service focus drives our approach to technology, which we deploy with a straightforward goal: making Manpower the best staffing company to do business with worldwide.

As a result, we continued our investments in 2001 - making substantial progress on our integrated back office in the United States, developing a new front-office system for Europe, and providing access to our capabilities over the Internet. And our customers are responding. Our second generation global e-commerce offering is winning business at a rapid pace as it offers ease-of-use and a dynamic array of features, built on the best industry knowledge available in the world - right here at Manpower.

As important as our strategies and accomplishments are, however, one prevailing fact remains. It takes talented, determined people to accomplish our goals. That's why one of our major focuses has been on forging a high-performance organization - one that deeply understands its markets, lives up to its promises, and uses its uniquely entrepreneurial culture to capitalize on the opportunities that our changing industry continually presents.

At the core of this effort is alignment - of our strategies to the demands of our customers and our marketplace, and of the daily decisions made by Manpower employees, working in different countries and different cultures - to a shared and global set of values focused on people, knowledge, and innovation. These principles guide and support us every day in achieving the best solutions for our employees and our customers.

In fact, the alignment of our strategies and values translates directly into market leadership with sustainable competitive advantages. It translates into operating leadership - the creation of value by combining productivity, scale, and the sharing of best practices across all of our locations throughout the 61 countries in which we operate.

And, above all, it translates into performance - a company with the willingness, ability, and capacity to deal with change, without losing sight of long-range goals, and create lasting value.

It is our leadership in service, coupled with our values, which will, again, steady us in 2002, through whatever economic challenges may occur in the unpredictable days and months that lie ahead.

Make no mistake: we are confident in our prospects. If the world economy recovers in 2002, as many believe it will, we are better positioned to benefit from the surge in staffing demand that historically follows downturns, and to move aggressively down a growth track in 2003. But, even if the environment remains as sluggish as it is at this writing, we are positioned to perform, thanks to our focus on productivity, profit margins, and strong cash flows.

In closing, I want to thank our customers and shareholders for the support and encouragement they provided throughout the year, and to express our appreciation to our Board of Directors for their contributions. In particular, I want to thank Dudley Godfrey and Marvin Goodman, who will retire from our board this year, for their years of dedicated service and counsel. I want to thank Terry Hueneke, who retired as Executive Vice President and head of the Americas and Asia Pacific operations, after 28 years of service. Fortunately, Terry will continue as a Director, and our Board will continue to benefit from his experience and insight. In addition, after a short tenure on our Board, I want to wish Nancy Brinker well in her new assignment as Ambassador to Hungary, which she began in August.

Above all, I want to thank the 22,400 people of Manpower worldwide for their efforts throughout 2001. While we accomplished much, we know that looking back is never as important as looking ahead. The difficult year challenged our character and commitment, and without hesitation I can say that we are now a stronger company than we were, even a year ago. All of us clearly understand that what we do every day is much more than work.

/s/ JEFFREY A. JOERRES

Jeffrey A. Joerres
Chairman, Chief Executive Officer & President
March 1, 2002

[CHARTS]

FINANCIAL HIGHLIGHTS (in millions of U.S. dollars):

	97	98	99
	00	01	----

Systemwide			
Sales(a)			
8,899.9			
10,523.4			
11,511.4			
12,444.9			
11,779.1			
Revenues			
7,258.5			
8,814.3			
9,770.1			
10,842.8			
10,483.8			
Operating			
Margin(b)			
255.4			
222.5			
258.6			
311.0			
237.6			

(a) Represents total sales of Company-owned branches and franchises.

(b) Excludes non-recurring items incurred during 1998 and 1999.

Management's Discussion and Analysis

-- of Financial Condition and Results of Operations--

Nature of Operations

Manpower Inc. (the "Company") is a global staffing leader delivering high-value staffing and workforce management solutions worldwide. Through a systemwide network of over 3,900 offices in 61 countries, the Company provides a wide range of human resource services including professional, technical, specialized, office and industrial staffing; temporary and permanent employee testing, selection, training and development; and organizational-performance consulting.

The staffing industry is large and fragmented, comprised of thousands of firms employing millions of people and generating billions in annual revenues. It is also a highly competitive industry, reflecting several trends in the global marketplace, notably increasing demand for skilled people and consolidation among customers and in the industry itself.

The Company attempts to manage these trends by leveraging established strengths, including one of the staffing industry's best-recognized brands; geographic diversification; size and service scope; an innovative product mix; and a strong customer base. While staffing is an important aspect of our business, our strategy is focused on providing both the skilled employees our customers need and high-value workforce management solutions.

Systemwide information referred to throughout this discussion includes both Company-owned branches and franchises. The Company generates revenues from sales of services by its own branch operations and from fees earned on sales of services by its franchise operations. Systemwide sales reflects sales of Company-owned branch offices and sales of franchise offices. (See Note 1 to the Consolidated Financial Statements for further information.)

SYSTEMWIDE SALES (in millions of U.S. dollars)

United States	3,114.8	0.2644	95.20
France	3,766.4	0.3198	115.11
United Kingdom	1,489.3	0.1264	45.52
Other Europe	2,085.1	0.1770	63.73
Other Countries	1,323.5	0.1124	40.45
	11,779.1	1.0000	360.00

SYSTEMWIDE OFFICES (as of December 31, 2001)

United States	1,121	0.29	102.95
France	985	0.25	90.46
United Kingdom	312	0.08	28.65
Other Europe	1,021	0.26	93.77
Other Countries	481	0.12	44.17
	3,920	1.00	360.00

Results of Operations

Years Ended December 31, 2001, 2000 and 1999

Consolidated Results - 2001 compared to 2000

Systemwide sales decreased 5.3% to \$11.8 billion in 2001 from \$12.4 billion in 2000.

Revenues from services decreased 3.3%. Revenues were unfavorably impacted during the year by changes in currency exchange rates, as the U.S. Dollar strengthened relative to many of the functional currencies of the Company's foreign subsidiaries. Revenues were flat at constant exchange rates. Acquisitions had a favorable impact of 1.3% on 2001 consolidated revenues, on a constant currency basis.

Operating profit declined 23.6% during 2001. As a percentage of revenues, operating profit was 2.3% compared to 2.9% in 2000. This decrease in operating profit margin reflects the de-leveraging of the business caused by the slowing revenue growth coupled with the Company's continued investment in certain expanding markets and strategic initiatives.

Gross profit increased .5% during 2001, as the gross profit margin improved 70 basis points (.7%) to 18.7% in 2001 from 18.0% in 2000. The improved margin is due primarily to a change in business mix to higher value services and to improved pricing in most major markets.

Selling and administrative expenses increased 5.1% during 2001. As a percent of Gross profit, these expenses were 87.9% in 2001 and 84.0% in 2000. The increase in this percentage reflects the de-leveraging of the business, as discussed

above. The growth in Selling and administrative expenses declined throughout the year, as the Company made a concerted effort to control costs in response to the economic slowdown. Selling and administrative expenses were flat in the fourth quarter of 2001 compared to the fourth quarter of 2000. The Company added 235 offices during 2001 as it invested in expanding markets, such as Italy, and in acquisitions.

Interest and other expenses decreased \$6.1 million during 2001, due primarily to a \$4.5 million decrease in the loss on the sale of accounts receivable and a \$2.1 million decline in foreign exchange losses. The loss on the sale of accounts receivable decreased in 2001 due to a decrease in the average amount advanced under the U.S. Receivables Facility (the "Receivables Facility"). (See Note 4 to the Consolidated Financial Statements for further information.) Net interest expense was \$28.8 million in 2001 compared to \$27.7 million in 2000, as the effect of higher borrowings was offset by lower interest rates. Other income and expenses were \$5.4 million in 2001 and \$6.0 million in 2000, and consist of bank fees, other non-operating expenses, and in 2001, a gain on the sale of a minority-owned subsidiary and a writedown of an investment.

The Company provided for income taxes at a rate of 37.1% in 2001 compared to 35.4% in 2000. The increase in the rate primarily reflects a shift in taxable income to relatively higher tax-rate countries and an increase in valuation allowances recorded against foreign net operating losses. The 2001 rate is different than the U.S. Federal statutory rate of 35% due to the impact of higher foreign income tax rates, taxes on foreign repatriations and non-deductible goodwill.

Net earnings per share, on a diluted basis, decreased 27.0% to \$1.62 in 2001 compared to \$2.22 in 2000. The 2001 earnings per share, on a diluted basis, was negatively impacted by the lower currency exchange rates during the year. At constant exchange rates, 2001 diluted earnings per share would have been \$1.72, a decrease of 22.5% from 2000. The weighted average shares outstanding declined less than 1% from 2000. On an undiluted basis, net earnings per share was \$1.64 in 2001 compared to \$2.26 in 2000.

CONSOLIDATED RESULTS - 2000 COMPARED TO 1999

Systemwide sales increased 8.1% to \$12.4 billion in 2000 from \$11.5 billion in 1999.

Revenues from services increased 11.0%. Revenues were unfavorably impacted during the year by changes in currency exchange rates, as the U.S. Dollar strengthened relative to the functional currencies of the Company's European subsidiaries. At constant exchange rates, the increase in revenues would have been 20.8%. The increase in revenue includes the impact of acquisitions made during 2000. Organic constant currency revenue growth was approximately 19%.

Operating profit increased 34.8% during 2000. Excluding the impact of the \$28.0 million of nonrecurring items recorded in 1999, related to employee severances, retirement costs and other associated realignment costs, Operating profit increased 20.2%. As a percentage of revenues, Operating profit, excluding the non-recurring items, increased 30 basis points (.3%) to 2.9% in 2000.

Gross profit increased 14.2% during 2000, reflecting both the increase in revenues and an improvement in the gross profit margin. The gross profit margin improved to 18.0% in 2000 from 17.5% in 1999 due primarily to the enhanced pricing in France and the Company's continued focus on higher-margin business.

Selling and administrative expenses increased 10.9% during 2000. Excluding the impact of the nonrecurring items recorded in 1999, Selling and administrative expenses increased 13.1%. As a percent of Gross profit, excluding nonrecurring items, these expenses were 84.0% in 2000 and 84.8% in 1999. This improvement was achieved despite the increased administrative costs in France resulting from the 35-hour work week instituted during 2000 and the investments in Manpower Professional in the U.S. and new markets worldwide. The Company opened more than 285 offices during 2000, with the majority being opened throughout mainland Europe.

Interest and other expenses increased \$21.0 million during 2000 due primarily to higher net interest expense levels. Net interest expense was \$27.7 million in 2000 compared to \$9.3 million in 1999. This increased expense is due to higher borrowing levels required to finance the Company's acquisitions, the share repurchase program and the ongoing investments in its global office network.

The Company provided for income taxes at a rate of 35.4% in 2000 compared to 27.1% in 1999. The increase in the rate primarily reflects the impact of the 1999 nonrecurring items, including a one-time tax benefit of \$15.7 million related to the Company's dissolution of a nonoperating subsidiary. Without these nonrecurring items, the 1999 tax rate would have been 35.5%. The 2000 rate is different than the U.S. Federal statutory rate due to foreign repatriations, foreign tax rate differences, state income taxes and net operating loss carryforwards which had been fully reserved for in prior years.

Net earnings per share, on a diluted basis, increased 16.2% to \$2.22 in 2000 compared to \$1.91 in 1999. Excluding the nonrecurring items recorded in 1999, diluted earnings per share was \$1.92. The 2000 earnings per share, on a diluted basis, was negatively impacted by the lower currency exchange rates during the year. At constant exchange rates, 2000 diluted earnings per share would have been \$2.52, an increase of 31.9% over 1999. The weighted average shares outstanding decreased 2.0% for the year due to the Company's treasury stock purchases. On an undiluted basis, net earnings per share was \$2.26 in 2000, which compares to \$1.95 in 1999, excluding the nonrecurring items.

-- of Financial Condition and Results of Operations--

SEGMENT RESULTS

The Company is organized and managed primarily on a geographical basis. Each country has its own distinct operations, is managed locally by its own management team and maintains its own financial reports. Each country reports directly, or indirectly through a regional manager, to a member of executive management. Given this reporting structure, all of the Company's operations have been segregated into the following segments - United States, France, United Kingdom, Other Europe and Other Countries. (See Note 13 to the Consolidated Financial Statements for further information.)

Revenues from Services

In Millions of U.S. Dollars

United States	2,003.4
France	3,766.4
United Kingdom	1,489.3
Other Europe	1,939.4
Other Countries	1,285.3

United States -- Systemwide sales in the United States were \$3.1 billion, a decrease of 18% from 2000. Revenues decreased 17% to \$2.0 billion. These declines reflect a significant decrease in demand for our services in response to the deteriorating U.S. economy. The rate of revenue contraction compared to prior year grew during the year, with revenues down 3% in the first quarter and 25% in the fourth quarter. During the last five months of the year, the contraction appeared to stabilize with revenues trailing prior year by approximately 25%.

In response to the declining revenue trends, the U.S. organization implemented a number of cost control initiatives. These initiatives resulted in a 7% decrease in selling and administrative expenses in 2001, or a \$48 million reduction on an annualized run-rate basis, beginning with the second half of the year.

Despite these cost reduction initiatives, the rate of expense reduction (-7%) lagged the decline in revenues (-17%) as management is committed to preserving a quality network of offices which will be necessary to fully benefit from anticipated revenue growth when the economy improves.

Operating profit decreased 65% to \$29.5 million in 2001, while the operating profit margin declined to 1.5% from 3.5% in 2000. This decline primarily reflects the impact of the selling and administrative expense de-leveraging caused by the revenue decline.

The Company acquired two U.S. franchises during the year, adding approximately \$38 million of revenue. The impact of these acquisitions on Operating profit was negligible.

United States	REVENUE	OPERATING PROFIT
---------------	---------	------------------

In Millions of U.S. Dollars

SEGMENT GRAPHS

99 00 01 -

-- United

States:

Systemwide

sales

3,758.7

3,814.9

3,114.8

Systemwide

sales

growth

5.0% 2.0%

(18.0)%

Operating

profit

80.3 84.6

29.5

Operating

profit

growth

3.0% 5.0%

(65.0)%

France -- Revenues in France decreased 2% in local currency to E.4.2 billion (\$3.8 billion) in 2001 from E.4.3 billion (\$3.9 billion) in 2000. During the year the Company experienced slowing demand for its services as the French economy continued to weaken. Revenue growth in the fourth quarter contracted 11.0% from the prior year level.

Despite this decrease in revenues, our French organization was able to achieve improved operating profit margins. Operating profit margins improved to 3.6% in 2001, representing a 30 basis point (.3%) improvement over 2000 and a 90 basis point (.9%) improvement over 1999. Operating profit increased 7% in local currency in 2001, following a 49% improvement in 2000. These improvements are the result of enhanced pricing initiatives and effective cost control in response to the slowing French economy.

France	REVENUE	OPERATING PROFIT

In Millions of U.S. Dollars		
99 00 01		

France:		
Revenue		
3,775.1		
3,939.2		
3,766.4		
Revenue		
growth		
4.0%		
4.0%		
(4.0)%		
Operating		
profit		
100.9		
130.6		
135.7		
Operating		
profit		
growth		
31.0%		
29.0%		
4.0%		

United Kingdom -- The United Kingdom segment includes Manpower which provides services through 160 offices, Brook Street which provides services through 126 offices and Elan, a specialty IT staffing business, which provides services throughout Europe through 22 offices.

Revenues for the U.K. segment grew 8% in constant currency reaching \$1.5 billion for 2001. While demand for our services was not as strong in the second half of the year, the U.K. economy was stronger than many of the other markets in which the Company operates.

The gross profit margin improved substantially during the year, increasing 190 basis points (1.9%). This reflects an improvement in business mix to more higher-value services and enhanced pricing.

The operating profit margin declined 20 basis points (.2%) during the year primarily as a result of expense de-leveraging in the second half of the year as revenue levels began to trail the prior year.

United Kingdom	REVENUE	OPERATING PROFIT	
----------------	---------	------------------	--

 In Millions of U.S. Dollars

United Kingdom			
Revenue	1,170.3	1,453.1	1,489.3
Revenue growth	8.0%	24.0%	2.0%
Operating profit	40.2	46.2	44.5
Operating profit growth	(5.0)%	15.0%	(4.0)%

Other Europe -- Revenues in the Other Europe segment grew 7% in constant currency during 2001, totaling \$1.9 billion. The revenue growth rate has slowed from prior year levels, reflecting the softening European economy experienced during the last six months of the year.

Operating profit declined 12% in constant currency during 2001 primarily as a result of the de-leveraging effect caused by the slowing revenue growth in many of the European countries, and the Company's continued investment in faster growing markets, such as Italy. Operating profit increases exceeded 14% in the Netherlands, Israel and Spain despite the declining revenues in those countries.

During 2001, the Company opened almost 100 offices in the Other Europe markets, most of which were in Italy. Over 700 offices have been opened in the Other Europe markets during the past five years.

Other Europe	REVENUE	OPERATING PROFIT	
--------------	---------	------------------	--

 In Millions of U.S. Dollars

Other Europe:			
Revenue	1,665.5	1,896.3	1,939.4
Revenue growth	29.0%	14.0%	2.0%
Operating profit	68.0	89.1	75.9
Operating profit growth	29.0%	31.0%	(15.0)%

Other Countries -- Revenues in the Other Countries segment were \$1.3 billion, increasing 22% in constant currency. The Company's largest operation within this segment is Japan, which represents approximately 43% of the segment's 2001 revenues. Revenues in Japan increased 34% in local currency, or 25% excluding acquisitions. This strong revenue growth was achieved despite the weak economy as secular trends toward flexible staffing remain very positive. The Company continues to invest in Japan and is well positioned to take advantage of future growth opportunities.

Also included in this segment are Jefferson Wells International, Inc. ("Jefferson Wells") and The Empower Group ("Empower"). Jefferson Wells, which was acquired in July 2001, is a professional services provider of internal audit, accounting, technology and tax services. It operates a network of offices throughout the United States and Canada.

Empower, which was formed in 2000, provides added-value human resource solutions and consulting services through a network of global offices. During 2001, the Company added to the strength of its Empower service offering with the integration of a number of smaller acquisitions. In total, Jefferson Wells and the newly acquired Empower companies added over \$90 million of revenue in 2001.

Operations in Mexico and Asia, excluding Japan, posted local currency revenue growth of 11% and 42%, respectively, in 2001 while improving operating profit margins. These results reflect the benefit of our continued investment in these regions, where we added 33 offices during the past two years.

The operating profit margin for the segment overall declined during the year, due to the economic softening in many of these markets along with the Company's continued investments in this segment.

Other Countries	REVENUE	OPERATING PROFIT	
-----------------	---------	------------------	--

 In Millions of U.S. Dollars

Other Countries:			
Revenue	908.7	1,140.7	1,285.3
Revenue growth	40.0%	26.0%	13.0%
Operating profit	10.6	13.2	8.9
Operating profit growth	(36.0)%	24.0%	(32.0)%

CASH SOURCES

Excluding the impact of the Receivables Facility, cash provided by operating

activities was \$281.0 million in 2001 and \$212.9 million in 2000 compared to a \$25.5 million use of cash in 1999. Including the impact of the Receivables Facility, cash provided by operating activities was \$136.0 million in 2001 and \$157.9 million in 2000 compared to a \$.5 million use of cash in 1999. Changes in working capital significantly impacted cash flow. Cash provided by changes in working capital, excluding the Receivables Facility, was \$59.8 million in 2001 compared to cash used to support working capital needs during 2000 and 1999 of \$31.0 million and \$275.2 million, respectively. The changes from 2000 to 2001 and from 1999 to 2000 are the result of the Company's continued focus on working capital management, evidenced by a reduction in consolidated Days Sales Outstanding (DSO) levels for

much of 2001 and 2000. In addition, the change from 2000 to 2001 was also partially due to the decrease in working capital needs because of the declining revenue levels. Cash provided by operating activities before working capital changes was \$221.2 million, \$243.9 million and \$249.7 million during 2001, 2000 and 1999, respectively.

Accounts receivable decreased to \$1,917.8 million at December 31, 2001 from \$2,094.4 million at December 31, 2000. This decrease is primarily due to the declining revenue levels in many of our countries and a two-day reduction in DSO on a consolidated basis. These declines were offset somewhat by a \$145.0 million reduction in the amount of accounts receivable sold under the Receivables Facility. The accounts receivable balance is also impacted by currency exchange rates. At constant exchange rates, the receivables balance would have been \$102.8 million higher than reported.

The Company records an Allowance for doubtful accounts as a reserve against the outstanding Accounts receivable balance. This allowance is calculated on a country-by-country basis with consideration for historical write-off experience, the current aging of receivables and a specific review for potential bad debts. The Allowance for doubtful accounts was \$61.8 million and \$55.3 million at December 31, 2001 and 2000, respectively.

Net cash provided by borrowings was \$313.0 million and \$71.8 million in 2001 and 2000, respectively. Borrowings in 2001 and 2000 were used for acquisitions, investments in new and expanding markets, capital expenditures and repurchases of the Company's common stock.

CASH USES

Capital expenditures were \$87.3 million, \$82.6 million and \$74.7 million during 2001, 2000 and 1999, respectively. These expenditures are primarily comprised of purchases of computer equipment, office furniture and other costs related to office openings and refurbishments, as well as capitalized software costs of \$19.1 million, \$6.9 million and \$3.0 million in 2001, 2000 and 1999, respectively.

In July 2001, the Company acquired Jefferson Wells for total consideration of approximately \$174.0 million, including assumed debt. The acquisition of Jefferson Wells was originally financed through the Company's existing credit facilities.

In January 2000, the Company acquired Elan Group Ltd. for total consideration of approximately \$146.2 million, the remaining \$30.0 million of which was paid during 2001.

The Company has also acquired or invested in other companies throughout the world. The total consideration paid for such transactions, excluding the acquisitions of Jefferson Wells and Elan, was \$95.8 million, \$56.2 million and \$18.8 million in 2001, 2000 and 1999, respectively.

The Board of Directors has authorized the repurchase of 15 million shares under the Company's share repurchase program. Share repurchases may be made from time to time and may be implemented through a variety of methods, including open market purchases, block transactions, privately negotiated transactions, accelerated share repurchase programs, forward repurchase agreements or similar facilities. At December 31, 2001, 9.0 million shares at a cost of \$253.1 million have been repurchased under the program, \$3.3 million of which were repurchased during 2001.

During September 2000, the Company entered into a forward repurchase agreement to purchase shares of its common stock under its share repurchase program. Under the agreement, over a two-year period, the Company is required to repurchase a total of one million shares at a current price of approximately \$34 per share, which approximates the market price at the inception of the agreement, plus a financing charge. The Company may choose the method by which it settles the agreement (i.e., cash or shares). As of December 31, 2001, 100,000 shares have been purchased under this agreement, leaving 900,000 shares to be purchased by September 2002.

The Company paid dividends of \$15.2 million, \$15.1 million and \$15.3 million in 2001, 2000 and 1999, respectively.

Cash and cash equivalents increased by \$64.1 million in 2001 compared to a decrease of \$60.0 million in 2000 and an increase of \$61.2 million in 1999.

The Company has aggregate commitments related to debt, the forward repurchase agreement and operating leases as follows:

THERE- In
Millions
of U.S.
Dollars
2002 2003
2004 2005
2006 AFTER
- - - - -
- - - - -

```

-----
-----
-----
-----
-----
--- Long-
term debt
13.5 6.5
8.6 135.1
413.5
247.4
Short-term
borrowings
10.2 -- --
-- -- --
Forward
repurchase
agreement
30.5 -- --
-- -- --
Operating
leases
67.5 55.2
40.2 31.1
22.9 48.0
-----
-----
-----
-----
--- 121.7
61.7 48.8
166.2
436.4
295.4
=====
=====
=====
=====
=====
=====

```

CAPITALIZATION
Total capitalization at December 31, 2001 was \$1,649.1 million, comprised of \$834.8 million of debt and \$814.3 million of equity. Debt as a percentage of total capitalization was 51% at December 31, 2001 compared to 43% in 2000.

TOTAL CAPITALIZATION

In Millions of U.S. Dollars

	97	98	99	00
Debt	360.5	489.0	557.5	834.8
Equity	617.5	668.9	650.6	740.4
Total capitalization	789.5	1,029.4	1,139.6	1,297.9
			1,649.1	

CAPITAL RESOURCES

In August 2001, the Company received \$240.0 million in gross proceeds related to the issuance of \$435.4 million in aggregate principal amount at maturity of unsecured zero-coupon convertible debentures, due August 17, 2021 (the "Debentures"). These Debentures were issued at a discount to yield an effective interest rate of 3% per year and rank equally with all existing and future senior unsecured indebtedness of the Company. Gross proceeds were used to repay borrowings under the Company's unsecured revolving credit agreement and advances under the Receivables Facility. There are no scheduled cash interest payments associated with the Debentures.

The Debentures are convertible into shares of the Company's common stock at an initial price of \$39.50 per share if the closing price of the Company's common stock on the New York Stock Exchange exceeds specified levels or in certain other circumstances.

The Company may call the Debentures beginning August 17, 2004 for cash at the issue price, plus accreted original issue discount. Holders of the Debentures may require the Company to purchase the Debentures at the issue price, plus accreted original issue discount, on the first, third, fifth, tenth and fifteenth anniversary dates. The Company may purchase these Debentures for either cash, the Company's common stock, or combinations thereof.

The Company has E.150.0 million in unsecured notes due March 2005 and K200.0 million in unsecured notes due July 2006.

During November 2001, the Company entered into new revolving credit agreements with a syndicate of commercial banks. The new agreements consist of a \$450.0 million five-year revolving credit facility (the "Five-year Facility") and a \$300.0 million 364-day revolving credit facility (the "364-day Facility").

The revolving credit agreements allow for borrowings in various currencies and up to \$100.0 million of the Five-year Facility may be used for the issuance of standby letters of credit. Outstanding letters of credit totaled \$65.5 million and \$62.1 million as of December 31, 2001 and 2000, respectively. Additional borrowings of \$449.9 million were available to the Company under these agreements at December 31, 2001.

The interest rate and facility fee on both agreements, and the issuance fee paid for the issuance of letters of credit on the Five-year Facility, vary based on the Company's debt rating and borrowing level. Currently, on the Five-year Facility, the interest rate is LIBOR plus .725% and the facility and issuance fees are .15% and .725%, respectively. On the 364-day Facility, the interest rate is LIBOR plus .75% and the facility fee is .125%. The Five-year Facility expires in November 2006. The 364-day Facility expires in November 2002.

The agreements require, among other things, that the Company comply with a Debt-to-EBITDA ratio of less than 3.75 to 1 in 2002 (less than 3.25 to 1 beginning in March 2003) and a fixed charge ratio of greater than 2.00 to 1. As defined in the agreement, the Company had a Debt-to-EBITDA ratio of 2.69 to 1 and a fixed charge ratio of 2.52 to 1 as of December 31, 2001.

Borrowings of \$57.1 million were outstanding under the Company's \$125.0 million U.S. commercial paper program. Commercial paper borrowings, which are backed by the Five-year Facility, have been classified as long-term debt due to the availability to refinance them on a long-term basis under this facility.

In addition to the above, the Company and some of its foreign subsidiaries maintain separate lines of credit with local financial institutions to meet working capital needs. As of December 31, 2001, such lines totaled \$163.0 million, of which \$152.8 million was unused.

A wholly-owned U.S. subsidiary of the Company has an agreement to sell, on an ongoing basis, up to \$200.0 million of an undivided interest in its accounts receivable. There were no receivables sold under this agreement at December 31, 2001. Unless extended by amendment, the agreement expires in December 2002. (See Note 4 to the Consolidated Financial Statements for further information.)

The Company's principal ongoing cash needs are to finance working capital, capital expenditures, acquisitions and the share repurchase program. Working capital is primarily in the form of trade receivables, which increase as revenues increase. The amount of financing necessary to support revenue growth depends on receivable turnover, which differs in each market in which the Company operates.

The Company believes that its internally generated funds and its existing credit facilities are sufficient to cover its near-term projected cash needs. With revenue increases or additional acquisitions or share repurchases, additional borrowings under the existing facilities would be necessary to finance the Company's cash needs.

Management's Discussion and Analysis (continued)

-- of Financial Condition and Results of Operations --

SIGNIFICANT MATTERS AFFECTING
RESULTS OF OPERATIONS

MARKET RISKS

The Company is exposed to the impact of foreign currency fluctuations and interest rate changes.

EXCHANGE RATES

The Company's exposure to exchange rates relates primarily to its foreign subsidiaries and its Euro and Yen denominated borrowings. For its foreign subsidiaries, exchange rates impact the U.S. Dollar value of their reported earnings, the Company's investments in the subsidiaries and the intercompany transactions with the subsidiaries.

Approximately 80% and 90% of the Company's revenues and operating profits, respectively, are generated outside of the United States, the majority of which are in Europe. As a result, fluctuations in the value of foreign currencies against the dollar may have a significant impact on the reported results of the Company. Revenues and expenses denominated in foreign currencies are translated into U.S. Dollars at the weighted average exchange rate for the year. Consequently, as the value of the dollar strengthens relative to other currencies in the Company's major markets, as it did in the European markets during 2001, the resulting translated revenues, expenses and operating profits are lower. Using constant exchange rates, 2001 revenues and operating profits would have been approximately 3% and 4% higher than reported, respectively.

Fluctuations in currency exchange rates also impact the U.S. Dollar amount of Shareholders' equity of the Company. The assets and liabilities of the Company's non-U.S. subsidiaries are translated into United States Dollars at the exchange rates in effect at year-end. The resulting translation adjustments are recorded in Shareholders' equity as a component of Accumulated other comprehensive income (loss). The dollar was stronger relative to many of the foreign currencies at December 31, 2001 compared to December 31, 2000. Consequently, the Accumulated other comprehensive income (loss) component of Shareholders' equity decreased \$35.4 million during the year. Using the year-end exchange rates, the total amount permanently invested in non-U.S. subsidiaries at December 31, 2001 is approximately \$1.6 billion.

As of December 31, 2001, the Company had \$488.8 million of long-term borrowings denominated in Euro (\$397.6 million) and Yen (\$91.2 million). These borrowings provide a hedge of the Company's net investment in subsidiaries with the related functional currencies. Since the Company's net investment in these subsidiaries exceeds the respective amount of the borrowings, all translation gains or losses related to these borrowings are included as a component of Accumulated other comprehensive income (loss). The Accumulated other comprehensive income (loss) component of Shareholders' equity increased \$32.0 million during the year due to the currency impact on these borrowings.

Although currency fluctuations impact the Company's reported results and Shareholders' equity, such fluctuations generally do not affect the Company's cash flow or result in actual economic gains or losses. Substantially all of the Company's subsidiaries derive revenues and incur expenses within a single country and consequently, do not generally incur currency risks in connection with the conduct of their normal business operations. The Company generally has few cross border transfers of funds, except for transfers to the United States for payment of license fees and interest expense on intercompany loans, and working capital loans made from the United States to the Company's foreign subsidiaries. To reduce the currency risk related to the loans, the Company may borrow funds under the revolving credit agreements in the foreign currency to lend to the subsidiary, or alternatively, may enter into a forward contract to hedge the loan. Foreign exchange gains and losses recognized on any transactions are included in the Consolidated Statements of Operations and historically have been immaterial. The Company generally does not engage in hedging activities, except as discussed above. As of December 31, 2001, there were no such hedges in place. The only derivative instruments held by the Company were interest rate swap agreements.

The Company holds a 49% interest in its Swiss franchise, which holds an investment portfolio of approximately \$73.5 million as of December 31, 2001. This portfolio is invested in a wide diversity of European and U.S. debt and equity securities as well as various professionally managed funds. To the extent that there are realized gains or losses related to this portfolio, the Company's ownership share is included in its Consolidated Statements of Operations.

INTEREST RATES

The Company's exposure to market risk for changes in interest rates relates primarily to the Company's variable rate long-term debt obligations. The Company has historically managed interest rates through the use of a combination of fixed and variable rate borrowings and interest rate swap agreements. Excluding the impact of the swap agreements, the Company has \$244.8 million in variable rate borrowings at a weighted average interest rate of 2.53% and \$590.0 million in fixed rate borrowings at a weighted average interest rate of 4.74% as of December 31, 2001.

The Company has various interest rate swap agreements in order to fix its interest costs on a portion of its Euro and Yen denominated variable rate borrowings. The Euro interest rate swap agreements have a notional value of E.100.0 million (\$89.0 million) which fix the interest rate, on a weighted-average basis, at 5.7% and expire in 2010. The Yen interest rate swap agreements have a notional value of Y.8,150.0 million (\$61.8 million), Y.4,000.0 million (\$30.3 million) of which fixes the interest rate at .9% and expires in 2003 and Y.4,150.0 million (\$31.5 million) of which fixes the interest rate at .8% and expires in 2006. The Company also had an interest rate swap agreement that expired in January 2001, which fixed the interest rate at 6.0% on \$50.0 million of the Company's U.S. Dollar-based borrowings. At December 31, 2001, including the impact of the interest rate swap agreements, the Company effectively had \$94.0 million and \$740.8 million in variable and fixed rate borrowings, respectively, at a weighted average interest rate of 2.08% and 4.53%, respectively. The impact on interest expense recorded during 2001 was not material.

A 21 basis point (.21%) move in interest rates on the Company's variable rate borrowings (10% of the weighted average variable interest rate, including the impact of the swap agreements) would have an immaterial impact on the Company's earnings before income taxes and cash flows in each of the next five years.

IMPACT OF ECONOMIC CONDITIONS

One of the principal attractions of using temporary staffing solutions is to maintain a flexible supply of labor to meet changing economic conditions, therefore, the industry has been and remains sensitive to economic cycles. To help minimize the effects of these economic cycles, the Company provides a wide range of human resource services including professional, technical, specialized, office and industrial staffing; temporary and permanent employee testing, selection, training, and development; and organizational-development consulting. The Company believes that the breadth of its operations and the diversity of its service mix cushions it against the impact of an adverse economic cycle in any single country or industry. However, adverse economic conditions in any of its three largest markets, as was seen during much of 2001, would likely have a material impact on the Company's consolidated operating results.

THE EURO

Twelve of the fifteen member countries of the European Union (the "participating countries") have established fixed conversion rates between their existing sovereign currencies (the "legacy currencies") and the Euro. Beginning on January 1, 2002, Euro-denominated bills and coins were issued and legacy currencies are being withdrawn from circulation.

The Company has significant operations in many of the participating countries. Since the Company's labor costs and prices are generally determined on a local basis, the impact of the Euro has been primarily related to making internal information systems modifications to meet employee payroll, customer invoicing and financial reporting requirements. Such modifications related to converting currency values and to operating in a dual currency environment during the transition period. Modifications of internal information systems occurred throughout the transition period and were mainly coordinated with other system-related upgrades and enhancements. All modifications have now been completed. The Company accounted for all such system modification costs in accordance with its existing policy and such costs were not material to the Company's Consolidated Financial Statements.

The Company did not experience any significant problems associated with the conversion to the Euro currency on January 1, 2002 in any of the participating countries.

LEGAL REGULATIONS AND UNION RELATIONSHIPS

The temporary employment services industry is closely regulated in all of the major markets in which the Company operates except the United States and Canada. Many countries impose licensing or registration requirements, substantive restrictions on temporary employment services, either on the temporary staffing company or the ultimate client company or minimum benefits to be paid to the temporary employee either during or following the temporary assignment. Countries also may restrict the length of temporary assignments, the type of work permitted for temporary workers or the occasions on which temporary workers may be used. Changes in applicable laws or regulations have occurred in the past and are expected in the future to affect the extent to which temporary employment services firms may operate. These changes could impose additional costs or taxes, additional record keeping or reporting requirements; restrict the tasks to which temporaries may be assigned; limit the duration of or otherwise impose restrictions on the nature of the temporary relationship (with the Company or the customer) or otherwise adversely affect the industry.

In many markets, the existence or absence of collective bargaining agreements with labor organizations has a significant impact on the Company's operations and the ability of customers to utilize the Company's services. In some markets, labor agreements are structured on a national or industry-wide (rather than a company) basis. Changes in these collective labor agreements have occurred in the past, are expected to occur in the future, and may have a material impact on the operations of temporary staffing firms, including the Company.

FORWARD-LOOKING STATEMENTS

Statements made in this Annual Report that are not statements of historical fact are forward-looking statements. All forward-looking statements involve risks and uncertainties. The information under the heading "Forward-Looking Statements" in the Company's Annual Report on Form 10-K for the year ended December 31, 2001, which is incorporated herein by reference, provides cautionary statements identifying, for purposes of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, important factors that could cause the Company's actual results to differ materially from those contained in the forward-looking statements. Some or all of the factors identified in the Company's Report on Form 10-K may be beyond the Company's control. Forward-looking statements can be identified by words such as "expect", "anticipate", "intend", "plan", "may", "will", "believe", "seek", "estimate", and similar expressions. The Company cautions that any forward-looking statement reflects only the Company's belief at the time the statement is made. The Company undertakes no obligation to update any forward-looking statements to reflect subsequent events or circumstances.

ACCOUNTING CHANGES

Since June 1998, the Financial Accounting Standards Board ("FASB") has issued SFAS Nos. 133, 137, and 138 related to "Accounting for Derivative Instruments and Hedging Activities" ("SFAS No. 133, as amended" or "Statements"). These Statements establish accounting and reporting standards requiring that every derivative instrument be recorded on the balance sheet as either an asset or liability measured at its fair value. If the derivative is designated as a fair value hedge, the changes in the fair value of the derivative and of the hedged item attributable to the hedged risk are recognized in earnings. If the derivative is designated as a cash flow hedge, the effective portions of the changes in the fair value of the derivative are recorded as a component of Accumulated other comprehensive income (loss) and are recognized in the Consolidated Statements of Operations when the hedged item affects earnings. Ineffective portions of changes in the fair value of cash flow hedges are recognized in earnings.

On January 1, 2001, the Company adopted SFAS No. 133, as amended. As a result of adopting this standard, the Company recognized the fair value of all derivative contracts as a net liability of \$3.4 million on the balance sheet at January 1, 2001. This amount was recorded as an adjustment to Shareholders' equity through Accumulated other comprehensive income (loss). There was no impact on Net earnings.

During June 2001, the FASB issued SFAS No. 141, "Business Combinations," which requires all business combinations completed subsequent to June 30, 2001 to be accounted for using the purchase method. Although the purchase method generally remains unchanged, this standard also requires that acquired intangible assets should be separately recognized if the benefit of the intangible assets are obtained through contractual or other legal rights, or if the intangible assets can be sold, transferred, licensed, rented or exchanged, regardless of the acquirer's intent to do so. Intangible assets separately identified must be amortized over their estimated economic life.

This statement was adopted by the Company on July 1, 2001. The Company has accounted for previous acquisitions under the purchase method and the related excess of purchase price over net assets was mainly goodwill, therefore, the adoption of this statement did not have a material impact on the Consolidated Financial Statements.

During June 2001, the FASB issued SFAS No. 142, "Goodwill and Other Intangible Assets," which prohibits the amortization of goodwill or identifiable intangible assets with an indefinite life beginning January 1, 2002. In addition, goodwill or identifiable intangible assets with an indefinite life resulting from business combinations completed between July 1, 2001 and December 31, 2001 are no longer required to be amortized. Rather, goodwill will be subject to impairment reviews by applying a fair-value-based test at the reporting unit level, which generally represents operations one level below the segments reported by the Company. An impairment loss will be recorded for any goodwill that is determined to be impaired.

The impairment testing provisions of this statement are effective for the Company on January 1, 2002. Within six months of adoption, the Company will perform an impairment test on all existing goodwill, which will be updated at least annually. The Company has not yet determined the extent of any impairment losses on its existing goodwill, however, any such losses are not expected to be material to the Consolidated Financial Statements.

The non-amortization provisions of this statement related to goodwill resulting from business combinations between July 1, 2001 and December 31, 2001 were adopted as of July 1, 2001. The remaining non-amortization provisions of this statement were adopted as of January 1, 2002. Under the provisions of this statement, \$16.8 million of the 2001 Amortization of intangible assets would not have been recorded.

Report of Independent Public Accountants

TO THE BOARD OF DIRECTORS AND
SHAREHOLDERS OF MANPOWER INC.:

We have audited the accompanying consolidated balance sheets of Manpower Inc. (a Wisconsin corporation) and subsidiaries as of December 31, 2001 and 2000, and the related consolidated statements of operations, cash flows and shareholders' equity for each of the three years in the period ended December 31, 2001. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Manpower Inc. and subsidiaries as of December 31, 2001 and 2000, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2001, in conformity with accounting principles generally accepted in the United States.

/s/ ARTHUR ANDERSEN LLP

ARTHUR ANDERSEN LLP

Milwaukee, Wisconsin
January 28, 2002

Consolidated Statements of Operations

-- in millions, except per share data --

YEAR ENDED		
DECEMBER 31		
2001	2000	
1999	-	-----

---	Revenues	
	from services	
\$ 10,483.8	\$	
10,842.8	\$	
9,770.1	Cost	
	of services	
8,527.3		
8,896.1		
8,065.2	-----	

-----	Gross	
	profit	
1,956.5		
1,946.7		
1,704.9		
	Selling and	
	administrative	
	expenses	
1,718.9		
1,635.7		
1,474.3	-----	

-----	Operating	
	profit	
237.6		
311.0		
	Interest and	
	other expense	
39.7		
45.8		
24.8	-----	

-----	Earnings	
	before income	
	taxes	
197.9		
265.2		
205.8		
	Provision for	
	income taxes	
73.4		
94.0		
55.8	-----	

-----	Net	
	earnings \$	
124.5	\$ 171.2	
\$ 150.0	-----	

-----	Net	
	earnings per	
	share \$ 1.64	
\$ 2.26	\$ 1.94	

-----	Net earnings	
	per share -	
	diluted \$	
1.62	\$ 2.22	
1.91	-----	

The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

YEAR ENDED
DECEMBER
31 2001
2000 1999

--
Systemwide
sales \$
11,779.1 \$
12,444.9 \$
11,511.4
Systemwide
offices at
year-end
3,920
3,685
3,396 ----

- -----

Systemwide information represents total of Company-owned branches and franchises.

Consolidated Balance Sheets

-- in millions, except share data --

DECEMBER 31
2001 2000 -

Assets
Current
Assets Cash
and cash
equivalents
\$ 245.8 \$
181.7
Accounts
receivable,
less
allowance
for doubtful
accounts of
\$61.8 and
\$55.3,
respectively
1,917.8
2,094.4
Prepaid
expenses and
other assets
77.0 51.8
Future
income tax
benefits
73.8 68.8 --

Total
current
assets
2,314.4
2,396.7
Other Assets
Intangible
assets, less
accumulated
amortization
of \$42.4 and
\$27.2,
respectively
480.8 247.6
Investments
in licensees
44.7 41.8
Other assets
204.7 163.9

Total other
assets 730.2
453.3
Property and
Equipment
Land,
buildings,
leasehold
improvements
and
equipment
465.4 440.9
Less:
accumulated
depreciation
and
amortization
271.4 249.3

Net property
and
equipment
194.0 191.6

Total assets
\$ 3,238.6 \$
3,041.6 ----

Liabilities

and	
Shareholders'	
Equity	
Current	
Liabilities	
Accounts	
payable \$	
382.1 \$	
453.1	
Employee	
compensation	
payable 93.2	
81.2 Accrued	
liabilities	
234.9 269.2	
Accrued	
payroll	
taxes and	
insurance	
300.8 341.8	
Value added	
taxes	
payable	
255.9 311.0	
Short-term	
borrowings	
and current	
maturities	
of long-term	
debt 23.7	
65.9 -----	

----- Total	
current	
liabilities	
1,290.6	
1,522.2	
Other	
Liabilities	
Long-term	
debt 811.1	
491.6 Other	
long-term	
liabilities	
322.6 287.4	

Total other	
liabilities	
1,133.7	
779.0	
Shareholders'	
Equity	
Preferred	
stock, \$.01	
par value,	
authorized	
25,000,000	
shares, none	
issued -- --	
Common	
stock, \$.01	
par value,	
authorized	
125,000,000	
shares,	
issued	
85,173,961	
and	
84,717,834	
shares,	
respectively	
.9 .8	
Capital in	
excess of	
par value	
1,644.9	
1,631.4	
Accumulated	
deficit	
(387.6)	
(496.9)	
Accumulated	
other	
comprehensive	
income	
(loss)	
(190.8)	
(145.1)	
Treasury	
stock at	
cost,	
9,045,200	

and
 8,945,200
 shares,
 respectively
 (253.1)
 (249.8) ----

 Total
 shareholders'
 equity 814.3
 740.4 -----

 Total
 liabilities
 and
 shareholders'
 equity \$
 3,238.6 \$
 3,041.6 ----

The accompanying Notes to Consolidated Financial Statements are an integral part of these balance sheets.

expenditures		
(87.3)		
(82.6)		
(74.7)		
Acquisitions		
of		
businesses,		
net of cash		
acquired		
(295.9)		
(172.4)		
(18.8)		
Proceeds		
from the		
sale of		
property		
and		
equipment		
16.1	7.3	
14.9	-----	

Cash used		
by		
investing		
activities		
(367.1)		
(247.7)		
(78.6)	----	

- Cash		
Flows from		
Financing		
Activities		
Net change		
in payable		
to banks		
(49.1)		
(76.4)	45.5	
Proceeds		
from long-		
term debt		
1,089.9		
259.3	460.4	
Repayment		
of long-		
term debt		
(727.8)		
(111.1)		
(259.3)		
Proceeds		
from stock		
option and		
purchase		
plans	13.6	
10.0	18.7	
Repurchase		
of common		
stock	(3.3)	
(20.0)		
(100.8)		
Dividends		
paid	(15.2)	
(15.1)		
(15.3)	----	

- Cash		
provided by		
financing		
activities		
308.1	46.7	
149.2	-----	

Effect of		
exchange		
rate		
changes on		
cash	(12.9)	
(16.9)		
(8.9)	-----	

Net		
increase		
(decrease)		

in cash and cash equivalents	64.1	(60.0)
	61.2	-----
	-----	-----
	-----	-----
Cash and cash equivalents, beginning of year	181.7	241.7
	180.5	-----
	-----	-----
	-----	-----
Cash and cash equivalents, end of year	\$ 245.8	\$ 181.7
	241.7	-----
	-----	-----
	-----	-----
Supplemental Cash Flow Information		
Interest paid	\$ 38.0	
	\$ 27.1	\$ 12.4
	-----	-----
	-----	-----
	-----	-----
Income taxes paid	\$ 117.9	\$ 83.2
	\$ 66.9	-----
	-----	-----
	-----	-----
	-----	-----

The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

Consolidated Statements of Shareholders' Equity

-- in millions, except per share data --

ACCUMULATED
CAPITAL IN
OTHER COMMON
EXCESS OF
ACCUMULATED
COMPREHENSIVE
TREASURY STOCK
PAR VALUE
DEFICIT INCOME
(LOSS) STOCK
TOTAL -----

Balance,
December 31,
1998 \$.8 \$
1,602.7 \$
(787.7) \$
(17.9) \$
(129.0) \$ 668.9
Comprehensive
Income: Net
earnings 150.0
Foreign
currency
translation
(70.9) Total
comprehensive
income 79.1
Issuances under
option and
purchase plans
-- 18.7 18.7
Dividends (\$.20
per share)
(15.3) (15.3)
Repurchases of
common stock
(100.8) (100.8)

Balance,
December 31,
1999 .8 1,621.4
(653.0) (88.8)
(229.8) 650.6
Comprehensive
Income: Net
earnings 171.2
Foreign
currency
translation
(50.6)
Unrealized loss
on investments,
net of tax
(5.7) Total
comprehensive
income 114.9
Issuances under
option and
purchase plans
-- 10.0 10.0
Dividends (\$.20
per share)
(15.1) (15.1)
Repurchases of
common stock
(20.0) (20.0)

Balance,
December 31,
2000 .8 1,631.4
(496.9) (145.1)
(249.8) 740.4

-- in millions, except per share data --

01 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

NATURE OF OPERATIONS

Manpower Inc. (the "Company") is a global staffing leader with over 3,900 systemwide offices in 61 countries. The Company's largest operations, based on revenues, are located in the United States, France and the United Kingdom. The Company provides a wide range of human resource services, including professional, technical, specialized, office and industrial staffing; temporary and permanent employee testing, selection, training and development; and organizational-performance consulting. The Company provides services to a wide variety of customers, none of which individually comprise a significant portion of revenues within a given geographic region or for the Company as a whole.

BASIS OF CONSOLIDATION

The Consolidated Financial Statements include the accounts of the Company and all subsidiaries. For subsidiaries in which the Company has an ownership interest of 50% or less, but more than 20%, the Consolidated Financial Statements reflect the Company's ownership share of those earnings using the equity method of accounting. These investments are included as Investments in licensees in the Consolidated Balance Sheets. Included in Shareholders' equity at December 31, 2001 are \$38.0 of unremitted earnings from investments accounted for using the equity method. All significant intercompany accounts and transactions have been eliminated in consolidation.

REVENUES

The Company generates revenues from sales of services by its own branch operations and from fees earned on sales of services by its franchise operations. Revenues from services are recognized as the services are rendered and revenues from franchise fees are recognized as earned. Franchise fees, which are included in revenues from services, were \$28.1, \$37.4 and \$37.7 for the years ended December 31, 2001, 2000 and 1999, respectively.

DERIVATIVE FINANCIAL INSTRUMENTS

The Company accounts for its derivative instruments in accordance with Statements of Financial Accounting Standards ("SFAS") Nos. 133, 137, and 138 related to "Accounting for Derivative Instruments and Hedging Activities" ("SFAS No. 133, as amended" or "Statements"). Derivative instruments are recorded on the balance sheet as either an asset or liability measured at its fair value. If the derivative is designated as a fair value hedge, the changes in the fair value of the derivative and of the hedged item attributable to the hedged risk are recognized in earnings. If the derivative is designated as a cash flow hedge, the effective portions of the changes in the fair value of the derivative are recorded as a component of Accumulated other comprehensive income (loss) and recognized in the Consolidated Statements of Operations when the hedged item affects earnings. Ineffective portions of changes in the fair value of cash flow hedges are recognized in earnings. The Company adopted SFAS No. 133, as amended, on January 1, 2001.

ACCOUNTS RECEIVABLE SECURITIZATION

The Company accounts for the securitization of accounts receivable in accordance with SFAS No. 140, "Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities." At the time the receivables are sold, the balances are removed from the Consolidated Balance Sheets. Costs associated with the sale of receivables, primarily related to the discount and loss on sale, are included in Other expense in the Consolidated Statements of Operations.

FOREIGN CURRENCY TRANSLATION

The financial statements of the Company's non-U.S. subsidiaries have been translated in accordance with SFAS No. 52. Under SFAS No. 52, asset and liability accounts are translated at the current exchange rate and income statement items are translated at the weighted average exchange rate for the year. The resulting translation adjustments are recorded as a component of Accumulated other comprehensive income (loss), which is included in Shareholders' equity. In accordance with SFAS No. 109, no deferred taxes have been recorded related to the cumulative translation adjustments.

The Company's various foreign currency denominated borrowings are accounted for as a hedge of the Company's net investment in its subsidiaries with the related functional currencies. Since the Company's net investment in these subsidiaries exceeds the amount of the related borrowings, all translation gains or losses related to these borrowings are included as a component of Accumulated other comprehensive income (loss).

Translation adjustments for those operations in highly inflationary economies and certain other transaction adjustments are included in earnings. Historically these adjustments have been immaterial to the Consolidated Financial Statements.

CAPITALIZED SOFTWARE

The Company capitalizes purchased software as well as internally developed software. Internal software development costs are capitalized from the time the internal use software is considered probable of completion until the software is ready for use. Business analysis, system evaluation, selection and software maintenance costs are expensed as incurred. Capitalized software costs are amortized using the straight-line method over the estimated useful life of the software. The Company regularly reviews the carrying value of all capitalized software and recognizes a loss when the carrying value is considered unrealizable. The net capitalized software balance of \$26.0 and \$10.8 as of December 31, 2001 and 2000, respectively, is included in Other assets in the Consolidated Balance Sheets.

INTANGIBLE ASSETS

Intangible assets consist primarily of the excess of cost over the fair value of net assets acquired (i.e. goodwill). Goodwill resulting from business combinations completed prior to July 1, 2001 was amortized on a straight-line basis over its useful life, estimated based on the facts and circumstances surrounding each individual acquisition, not to exceed twenty years. The intangible asset and related accumulated amortization are removed from the Consolidated Balance Sheets when the intangible asset becomes fully amortized. The Company regularly reviews the carrying value of all intangible assets and recognizes a loss when the unamortized balance is considered unrealizable. Amortization expense was \$17.0, \$13.3 and \$6.9 in 2001, 2000 and 1999, respectively.

During June 2001, the Financial Accounting Standards Board ("FASB") issued SFAS No. 141, "Business Combinations," which requires all business combinations completed subsequent to June 30, 2001 to be accounted for using the purchase method. Although the purchase method generally remains unchanged, this standard also requires that acquired intangible assets should be separately recognized if the benefit of the intangible assets are obtained through contractual or other legal rights, or if the intangible assets can be sold, transferred, licensed, rented or exchanged, regardless of the acquirer's intent to do so. Intangible assets separately identified must be amortized over their estimated economic life.

This statement was adopted by the Company on July 1, 2001. The Company has accounted for previous acquisitions under the purchase method and the related excess of purchase price over net assets was mainly goodwill, therefore, the adoption of this statement did not have a material impact on the Consolidated Financial Statements.

During June 2001, the FASB issued SFAS No. 142, "Goodwill and Other Intangible Assets," which prohibits the amortization of goodwill or identifiable intangible assets with an indefinite life beginning January 1, 2002. In addition, goodwill or identifiable intangible assets with an indefinite life resulting from business combinations completed between July 1, 2001 and December 31, 2001 are no longer required to be amortized. Rather, goodwill will be subject to impairment reviews by applying a fair-value-based test at the reporting unit level, which generally represents operations one level below the segments reported by the Company. An impairment loss will be recorded for any goodwill that is determined to be impaired.

The impairment testing provisions of this statement are effective for the Company on January 1, 2002. The Company will perform an impairment test on all existing goodwill before June 30, 2002, which will be updated at least annually. The Company has not yet determined the extent of any impairment losses on its existing goodwill, however, any such losses are not expected to be material to the Consolidated Financial Statements.

The non-amortization provisions of this statement related to goodwill resulting from business combinations completed between July 1, 2001 and December 31, 2001 were adopted on July 1, 2001. The remaining non-amortization provisions of this statement were adopted on January 1, 2002. Under the provisions of this statement, \$16.8 of the 2001 Amortization of intangible assets would not have been recorded.

-- in millions, except per share data --

PROPERTY AND EQUIPMENT

A summary of property and equipment at December 31 is as follows:

2001	2000	-
-----	-----	-----
- Land	\$	
1.8	\$	1.6
Buildings		
24.4		23.2
Furniture, fixtures and autos		
170.9		170.5
Computer equipment		
124.7		110.3
Leasehold improvements		
143.6		135.3
-----	-----	-----
---	\$	465.4
	\$	440.9
=====		
=====		

Property and equipment are stated at cost and depreciated using the straight-line method over the following estimated useful lives: buildings - up to 40 years; leasehold improvements - lesser of life of asset or lease term; furniture and equipment - 3 to 10 years. Expenditures for renewals and betterments are capitalized whereas expenditures for repairs and maintenance are charged to income as incurred. Upon sale or disposition of properties, the difference between unamortized cost and the proceeds is charged or credited to income.

SHAREHOLDERS' EQUITY

The Board of Directors has authorized the repurchase of up to fifteen million shares of stock under the Company's share repurchase program. Share repurchases may be made from time to time and may be implemented through a variety of methods, including open market purchases, block transactions, privately negotiated transactions, accelerated share repurchase programs, forward repurchase agreements or similar facilities. Total shares repurchased under the program at December 31, 2001 and 2000, were 9.0 million and 8.9 million shares, respectively, at a cost of \$253.1 and \$249.8, respectively.

The Company has a forward repurchase agreement to purchase shares of its common stock under its share repurchase program, which expires in September 2002. Under the agreement, the Company will repurchase a total of one million shares at a current price of approximately \$34 per share, which represents the market price at the inception of the agreement plus a financing charge. The Company may choose the method by which it settles the agreement (i.e., cash or shares). Shares purchased under this agreement as of December 31, 2001 were .1 million at a total cost of \$3.3 million. No shares were purchased under this agreement as of December 31, 2000.

ADVERTISING COSTS

The Company generally expenses production costs of media advertising as they are incurred. Advertising expenses were \$40.1, \$44.0 and \$39.6 in 2001, 2000, and 1999, respectively.

STATEMENT OF CASH FLOWS

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

USE OF ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

RECLASSIFICATIONS

Certain amounts in the 2000 and 1999 Notes to Consolidated Financial Statements have been reclassified to be consistent with the current year presentation.

02 EARNINGS PER SHARE

The calculation of Net earnings per share for the years ended December 31, is as follows:

	2001	2000
1999	-----	-----
	-----	-----
	-----	-----
Net earnings available to common shareholders	\$ 124.5	\$ 171.2
	\$ 150.0	
Weighted average common shares outstanding (in millions)	75.9	75.9
	77.3	-----
	-----	-----
	-----	-----
	\$ 1.64	\$ 2.26
	\$ 1.94	
	=====	=====
	=====	=====
	=====	=====

The calculation of Net earnings per share - diluted for the years ended December 31, is as follows:

	2001	2000
1999	-----	-----
	-----	-----
	-----	-----
Net earnings available to common shareholders	\$ 124.5	\$ 171.2
	\$ 150.0	
Weighted average common shares outstanding (in millions)	75.9	75.9
77.3	Effect of dilutive securities	
	- Stock options (in millions)	
	1.1	1.2
	1.4	-----
	-----	-----
	-----	-----
	77.0	
	77.1	78.7
	-----	-----
	-----	-----
	--- \$ 1.62	
	\$ 2.22	\$ 1.91
	1.91	
	=====	=====
	=====	=====
	=====	=====

The calculation of Net earnings per share - diluted for the years ended December 31, 2001, 2000 and 1999 does not include certain stock option grants because the

exercise price for these options is greater than the average market price of the common shares during that year. The number, exercise prices and weighted average remaining life of these antidilutive options is as follows:

2001	2000
1,218	535
1,146	
\$32-\$41	
\$35-\$41	
\$27-\$49	
7.4	8.0
	7.9

In addition, the calculation of Net earnings per share - diluted for the year ended December 31, 2001 does not include 6.1 million shares of common stock related to convertible debt securities because their impact is antidilutive, as calculated under the "if-converted" method.

differences			
3.6	5.0	3.9	
State income			
taxes --	1.2		
2.6	Benefit		
on			
dissolution			
(a) --	--		
(15.7)	Tax		
effect of			
foreign			
repatriations			
(2.3)	(1.6)		
(11.3)			
Change in			
valuation			
reserve .6			
(4.0)	5.0		
Other, net			
2.2	.6	(.7)	

Total			
provision \$			
73.4	\$ 94.0		
\$ 55.8			
=====			
=====			
=====			

(a) The Benefit on dissolution of \$15.7 represents the one-time tax benefit realized during 1999 related to the dissolution of a non-operating subsidiary.

Deferred income taxes are recorded on temporary differences at the tax rate expected to be in effect when the temporary differences reverse. Temporary differences, which gave rise to the deferred tax assets at December 31, are as follows:

2001	2000	---

Current		
Future Income		
Tax Benefits		
Accrued		
payroll taxes		
and insurance		
\$ 19.8	\$ 22.4	
Employee		
compensation		
payable 16.6		
13.7	Pension	
and		
postretirement		
benefits 8.5		
4.5	Other	
30.4	30.0	
Valuation		
allowance		
(1.5)	(1.8)	-

73.8	68.8	---

Noncurrent		
Future Income		
Tax Benefits		
Accrued		
payroll taxes		
and insurance		
27.4	24.3	
Pension and		
postretirement		
benefits 27.1		
23.0	Net	
operating		
losses and		
other 22.9		
23.7		
Valuation		
allowance		
(26.2)	(25.3)	

51.2	45.7	---

Total future		
tax benefits		
\$ 125.0	\$	
114.5		
=====		
=====		

The noncurrent future income tax benefits have been classified as Other assets in the Consolidated Balance Sheets.

The Company has U.S. Federal and foreign net operating loss carryforwards totaling \$95.1 that expire as follows: 2002 - \$.1, 2003 - \$.5, 2004 - \$2.6, 2005 - \$14.5, 2006 - \$12.0, 2007 and thereafter - \$25.2 and \$40.2 with no expiration. The Company has U.S. State net operating loss carryforwards totaling \$180.2 that expire as follows: 2004 - \$71.2, 2005 - \$68.2, 2006 - \$11.0, 2007 and \$29.8. The Company has recorded a deferred thereafter - tax asset of \$43.2 at December 31, 2001, for the benefit of these net operating losses. Realization of this asset is dependent on generating sufficient taxable income prior to the expiration of the loss carryforwards. A valuation allowance of \$24.4 has been recorded at December 31, 2001, as management believes that realization of certain loss carryforwards is unlikely.

Pretax income of foreign operations was \$163.6, \$174.8 and \$118.8 in 2001, 2000 and 1999, respectively. United States income taxes have not been provided on unremitted earnings of foreign subsidiaries that are considered to be permanently invested. If such earnings were remitted, foreign tax credits would substantially offset any resulting United States income tax. At December 31, 2001, the estimated amount of unremitted earnings of the foreign subsidiaries totaled \$722.4.

The Company and certain of its U.S. subsidiaries entered into an agreement (the "Receivables Facility") in December 1998 with a financial institution whereby it sells on a continuous basis an undivided interest in all eligible trade accounts receivable. In December 2001, the Company extended the agreement to expire in December 2002 and the agreement may be extended further with the financial institution's consent. Pursuant to the Receivables Facility, the Company formed Ironwood Capital Corporation, a wholly owned, special purpose, bankruptcy-remote subsidiary ("ICC") that is fully consolidated in the Company's financial statements. ICC was formed for the sole purpose of buying and selling receivables generated by the Company and certain subsidiaries of the Company. Under the Receivables Facility, the Company and certain subsidiaries, irrevocably and without recourse, transfer all of their accounts receivable to ICC. ICC, in turn, has sold and, subject to certain conditions, may from time to time sell an undivided interest in these receivables and is permitted to receive advances of up to \$200.0 for the sale of such undivided interest.

Notes to Consolidated Financial Statements (continued)

-- in millions, except per share data --

This two-step transaction is accounted for as a sale of receivables under the provisions of SFAS No. 140, "Accounting for Transfers and Servicing of Financial Assets and Extinguishment of Liabilities." There was no amount advanced under the Receivables Facility at December 31, 2001. There was \$145.0 advanced under the Receivables Facility at December 31, 2000, and accordingly, that amount of accounts receivable has been removed from the Consolidated Balance Sheet. Costs associated with the sale of receivables, primarily related to the discount and loss on sale, were \$5.3, \$9.8 and \$9.8 in 2001, 2000 and 1999, respectively, and are included in Other expenses in the Consolidated Statements of Operations.

05 DEBT

Information concerning short-term borrowings at December 31, is as follows:

2000	2001
-----	-----
--	-----
-----	-----
Short-term borrowings	
\$ 10.2	\$ 60.7
Weighted-average interest rates	
5.0%	6.6%
-----	-----
-----	-----

The Company and some of its foreign subsidiaries maintain lines of credit with foreign financial institutions to meet short-term working capital needs. Such lines totaled \$163.0 at December 31, 2001, of which \$152.8 was unused. The Company has no significant compensating balance requirements or commitment fees related to these lines.

A summary of long-term debt at December 31, is as follows:

2001	2000
-----	-----
-----	-----
- Zero-coupon convertible debentures	
\$ 242.7	\$ -
- Euro denominated notes, at a rate of 5.7%	177.9
188.0 Euro denominated notes, at a rate of 6.3%	133.4
141.0 Commercial paper, maturing within 90 days, at weighted average interest rates of 2.3% and 7.0%, respectively	57.1
4.6 Revolving credit agreement: Euro denominated borrowings, at a rate of 4.2% and 5.4%, respectively	86.3
83.7 Yen	

denominated
borrowings,
at a rate
of .8% and
1.4%,
respectively
91.2 54.7
Other 36.0
24.8 -----

824.6 496.8
Less--
Current
maturities
13.5 5.2 --

- Long-term
debt \$
811.1 \$
491.6
=====

CONVERTIBLE DEBENTURES

During August 2001, the Company issued \$435.4 in aggregate principal amount at maturity of unsecured zero-coupon convertible debentures, due August 17, 2021 (the "Debentures"). These Debentures were issued at a discount to yield an effective interest rate of 3% per year and rank equally with all existing and future senior unsecured indebtedness of the Company. Gross proceeds of \$240.0 were used to repay borrowings under the Company's unsecured revolving credit agreement and advances under the Receivables Facility. At December 31, 2001, the unamortized discount was \$192.7. During 2001, \$2.7 of the discount was amortized and is included in Interest expense in the Consolidated Statements of Operations. There are no scheduled cash interest payments associated with the Debentures.

The Debentures are convertible into shares of the Company's common stock at an initial price of \$39.50 per share if the closing price of the Company's common stock on the New York Stock Exchange exceeds specified levels, or in certain other circumstances.

The Company may call the Debentures beginning August 17, 2004 for cash at the issue price, plus accreted original issue discount. Holders of the Debentures may require the Company to purchase the Debentures at the issue price, plus accreted original issue discount, on the first, third, fifth, tenth and fifteenth anniversary dates. The Company may purchase these Debentures for either cash, the Company's common stock, or combinations thereof.

EURO NOTES

In March 2000, the Company issued E.150.0 in unsecured notes due March 2005. Net proceeds of \$143.1 from the issuance were used to repay amounts under the Company's unsecured revolving credit agreement.

The Company also has E.200.0 in unsecured notes due July 2006.

REVOLVING CREDIT AGREEMENTS

During November 2001, the Company entered into new revolving credit agreements with a syndicate of commercial banks. The new agreements consist of a \$450.0 million five-year revolving credit facility (the "Five-year Facility") and a \$300.0 million 364-day revolving credit facility (the "364-day Facility").

The revolving credit agreements allow for borrowings in various currencies and up to \$100.0 million of the Five-year Facility may be used for the issuance of standby letters of credit. Outstanding letters of credit totaled \$65.5 million and \$62.1 million as of December 31, 2001 and 2000, respectively. Additional borrowings of \$449.9 million were available to the Company under these agreements at December 31, 2001.

The interest rate and facility fee on both agreements, and the issuance fee paid for the issuance of letters of credit on the Five-year Facility, vary based on the Company's debt rating and borrowing level. Currently, on the Five-year Facility, the interest rate is LIBOR plus .725% and the facility and issuance fees are .15% and .725%, respectively. On the 364-day Facility, the interest rate is LIBOR plus .75% and the facility fee is .125%. The Five-year Facility expires in November 2006. The 364-day Facility expires in November 2002.

The agreements require, among other things, that the Company comply with a maximum Debt-to-EBITDA ratio and a minimum fixed charge ratio.

Borrowings of \$57.1 were outstanding under the company's U.S. commercial paper program. Commercial paper borrowings, which are backed by the Five-year Facility, have been classified as long-term debt due to the availability to refinance them on a long-term basis under this facility.

INTEREST RATE SWAPS

During April 2001, the Company entered into a Yen denominated interest rate swap agreement with a notional value of Y.4,150.0 (\$31.5) to fix a portion of its Yen denominated variable rate borrowings at .8%, which expires in 2006. In addition, during June 2000, the Company entered into various interest rate swap agreements in order to fix its interest costs on a portion of its Euro and Yen denominated variable rate borrowings. The Euro interest rate swap agreements have a notional value of E.100.0 (\$89.0) which fix the interest rate, on a weighted-average basis, at 5.7% and expire in 2010. The Yen interest rate swap agreement has a notional value of Y.4,000.0 (\$30.3) which fixes the interest rate at .9% and expires in 2003. These swap agreements have had an immaterial impact on the recorded interest expense during the years ended December 31, 2001 and 2000.

The Company also had an interest rate swap agreement that expired in January 2001. This agreement fixed the interest rate at 6.0% on \$50.0 of the Company's U.S. Dollar-based borrowings and it had an immaterial impact on the recorded interest expense during the years ended December 31, 2001, 2000 and 1999.

Notes to Consolidated Financial Statements (continued)

-- in millions, except per share data --

FAIR VALUE OF DEBT

Due to the availability of long-term financing, commercial paper borrowings have been classified as Long-term debt. The carrying value of Long-term debt approximates fair value, except for the Euro denominated notes and the Debentures, which had a fair value at December 31, as follows:

2001	2000
-----	-----
-----	-----
----- Euro	
denominated	
notes \$	
312.4	\$
327.6	
Zero-	
coupon	
convertible	
debentures	
255.0	-- -

DEBT MATURITIES

The maturities of long-term debt payable within each of the four years subsequent to December 31, 2002 are as follows: 2003 - \$6.5, 2004 - \$8.6, 2005 - \$135.1 and 2006 - \$413.5 and thereafter - \$247.4.

06 STOCK COMPENSATION PLANS

The Company accounts for all of its fixed stock option plans and the 1990 Employee Stock Purchase Plan in accordance with APB Opinion No. 25 and related Interpretations. Accordingly, no compensation cost related to these plans was charged against earnings in 2001, 2000, and 1999. Had the Company determined compensation cost consistent with the method of SFAS No. 123, the Company's Net earnings and Net earnings per share would have been reduced to the pro forma amounts indicated as follows:

2001	
2000	
1999	---

---	Net
earnings:	
As	
reported	
\$ 124.5	
\$ 171.2	
\$ 150.0	
Pro	
forma	
119.4	
167.9	
146.4	
Net	
earnings	
per	
share:	
As	
reported	
\$ 1.64	\$
2.26	\$
1.94	Pro
forma	
1.58	
2.22	
1.90	Net
earnings	
per	
share -	
diluted:	
As	
reported	
\$ 1.62	\$
2.22	\$
1.91	Pro
forma	
1.56	
2.18	

1.86 ---

The fair value of each option grant is estimated on the date of grant using the Black-Scholes option-pricing model with the following weighted-average assumptions used for grants in 2001, 2000 and 1999, respectively: risk-free interest rates of 4.6%, 5.8% and 5.6%; expected volatility of 17.7%, 19.2% and 17.2%; dividend yield of .5% in all years; and expected lives of 7.2 years, 5.8 years and 7.6 years. The weighted-average fair value of options granted was \$7.16, \$6.46 and \$6.16 in 2001, 2000 and 1999, respectively.

FIXED STOCK OPTION PLANS

The Company has reserved 11,375,000 shares of common stock for issuance under the Executive Stock Option and Restricted Stock Plans. Under the plans, all full-time employees of the Company and non-employee directors are eligible to receive stock options, stock appreciation rights, cash equivalent rights, purchase rights and restricted stock.

The options, rights and stock are granted to eligible employees at the discretion of a committee appointed by the Board of Directors. All options have generally been granted at a price equal to the fair market value of the Company's common stock at the date of grant. The purchase price per share pursuant to a stock appreciation right is determined by the committee. The committee also determines the period during which options and rights are exercisable. Generally, options are granted with a vesting period of up to five years and expire ten years from the date of grant. As of December 31, 2001, no stock appreciation rights, cash equivalent rights or purchase rights were outstanding.

All non-employee directors of the Company may receive an option to purchase shares of the Company's common stock in lieu of cash compensation. The number of shares covered by the option is determined pursuant to a formula set forth in the plan. The directors also receive an annual option grant as additional compensation for service. The per share purchase price for each option awarded is equal to the fair market value of the Company's common stock at the date of grant. Options are exercisable for the vested portion during the director's tenure and a limited period thereafter.

The value of restricted stock granted under the plans is charged to equity and amortized to expense over the restriction period. There were 24,301 and 10,000 restricted shares granted during 2001 and 2000, respectively. As of December 31, 2001 there were 30,301 restricted shares not vested.

The Company has reserved 698,398 shares of common stock for issuance under the 1991 Directors Stock Option Plan. The Company no longer grants options under this plan.

The Company also has the Savings Related Share Option Scheme for United Kingdom employees with at least one year of service. The employees are offered the opportunity to obtain an option for a specified number of shares of common stock at not less than 85% of their market value on the day prior to the offer to participate in the plan. Options vest after either 3, 5, or 7 years, but may lapse earlier. Funds used to purchase the shares are accumulated through specified payroll deductions over a 60-month period.

Information related to options outstanding under the plans, and the related weighted-average exercise prices, is as follows:

2001	2000	
1999	-----	
-----	-----	
-----	-----	
-----	-----	
-----	-----	
-----	-----	
-----	-----	
SHARES(000)		
PRICE		
SHARES(000)		
PRICE		
SHARES(000)		
PRICE	-----	
-----	-----	
-----	-----	
-----	-----	
Options		
outstanding,		
beginning		
of period		
5,341	\$ 25	
4,371	\$ 23	
3,840	\$ 21	
Granted	722	
31	1,385	30
1,119	26	
Exercised		
(357)	16	
(279)	19	
(496)	17	
Expired or		
cancelled		
(269)	28	
(136)	32	
(92)	25	---
-----	-----	
-----	-----	
-----	-----	
-----	-----	
- Options		
outstanding,		
end of		
period		
5,437	\$ 26	
5,341	\$ 25	
4,371	\$ 23	
-----	-----	
-----	-----	
-----	-----	
---	Options	
exercisable,		
end of		
period		
3,280	\$ 24	

=====
=====
=====

The accumulated benefit obligation exceeded the fair value of plan assets for one of the U.S. defined benefit pension plans and two of the Non-U.S. defined benefit plans at December 31, 2001.

The components of the net periodic benefit cost for all plans are as follows:

2001	2000
1999	-----
-----	-----
-----	-----
Service cost \$ 3.4	
\$ 4.5	\$ 5.6
Interest cost 6.3	
6.0	5.1
Expected return on assets	
(5.5)	(5.7)
(5.0)	
Amortization of:	
unrecognized (gain) loss	
(.7)	(.1)
.1	
unrecognized transitional asset (.2)	
(.2)	(.2)
Curtailement loss -- 3.7	
-- Special termination benefits --	
-- 8.0	----
-----	-----
- Total benefit cost \$ 3.3	
\$ 8.2	\$ 13.6
=====	
=====	
=====	

The weighted-average assumptions used in the measurement of the benefit obligation are as follows:

U.S. PLANS	NON-U.S. PLANS
-----	-----
-----	-----
-----	-----
2001 2000	
2001 2000 -	
-----	-----
-----	-----
Discount rate 7.5%	
7.5%	5.4%
5.6%	
Expected return on assets 8.5%	
8.5%	6.1%
6.7%	Rate of compensation increase
6.0%	6.0%
4.1%	4.2%
-----	-----
-----	-----
-----	-----

Projected salary levels utilized in the determination of the projected benefit obligation for the pension plans are based upon historical experience. The unrecognized transitional asset is being amortized over the estimated remaining service lives of the employees. Plan assets are primarily comprised of common stocks and U.S. government and agency securities.

In April 1999, the Company amended a U.S. plan to allow for special termination benefits related to senior executives. This amendment resulted in a one-time expense of \$8.0 in 1999.

RETIREE HEALTH CARE PLAN

The Company provides medical and dental benefits to certain eligible retired employees in the United States. Due to the nature of the plan, there are no plan assets. The reconciliation of the changes in the plan's benefit obligation and the statement of the funded status of the plan are as follows:

2001	2000	-
-----	-----	-----
- Benefit obligation, beginning of year \$	22.5	\$ 26.6
Service cost	.4	.7
Interest cost	1.3	1.7
Actuarial gain (2.5)	(1.1)	
Benefits paid (1.2)	(1.3)	
Curtailment gain --	(4.1)	-----
-----	-----	-----
Benefit obligation, end of year	20.5	22.5
Unrecognized net gain	8.2	5.9 ---
-----	-----	-----
Accrued liability recognized	\$ 28.7	\$ 28.4
=====	=====	=====
=====	=====	=====

Notes to Consolidated Financial Statements (continued)

-- in millions, except per share data --

The discount rate used in the measurement of the benefit obligation was 7.5% in both 2001 and 2000. The components of net periodic benefit cost (gain) for this plan are as follows:

2001	2000
1999	-----
-----	-----
-----	-----
Service	
cost \$.4	\$
.7	\$ 2.4
Interest	
cost 1.3	
1.7	1.9
Amortization	
of	
unrecognized	
gain (.9)	
(.3)	--
Curtailement	
gain --	
(4.1)	-- --
-----	-----
---	\$.8
(2.0)	\$ 4.3
=====	
=====	
=====	

The health care cost trend rate was assumed to be 12.0% for 2001, decreasing gradually to 5.5% for the years 2009 and beyond. Assumed health care cost trend rates have a significant effect on the amounts reported. A one-percentage point change in the assumed health care cost trend rate would have the following effects:

1% INCREASE	
1% DECREASE	-
-----	-
Effect on	
total of	
service and	
interest cost	
components \$	
.2	\$ (.2)
Effect on	
postretirement	
benefit	
obligation	
2.8	(2.5) ---
-----	-----

CURTAILMENTS

On February 29, 2000, the Company froze all benefits in each of its U.S. defined benefit pension plans. The Company also offered a voluntary early retirement package and certain other benefits to eligible employees. These benefits are expected to be paid from the respective defined benefit pension plans. In addition, the Company no longer provides medical and dental benefits under its U.S. retiree health care plan to certain employees retiring after March 1, 2000. The net impact of these plan changes was not material to the Consolidated Financial Statements.

DEFINED CONTRIBUTION PLANS

The Company has defined contribution plans covering substantially all permanent U.S. employees. Under the plans, employees may elect to contribute a portion of their salary to the plans. Effective January 1, 2000, the Company amended its defined contribution plans to include a mandatory matching contribution. In addition, profit sharing contributions are made if a targeted earnings level is reached in the U.S. The total expense was \$2.9, \$3.2 and \$.4 for 2001, 2000 and 1999, respectively. As of December 31, 2001, less than 3% of the plans' assets were invested in the Company's stock.

08 LEASES

The Company leases property and equipment primarily under operating leases. Renewal options exist for substantially all leases.

Future minimum payments, by year and in the aggregate, under noncancelable operating leases with initial or remaining terms of one year or more consist of the following at December 31, 2001:

YEAR - ---
- 2002 \$
67.5 2003
55.2 2004
40.2 2005
31.1 2006
22.9
Thereafter
48.0 -----
---- Total
minimum
lease
payments \$
264.9
=====

Rental expense for all operating leases was \$136.6, \$118.0 and \$108.5 for the years ended December 31, 2001, 2000 and 1999, respectively.

09 INTEREST AND OTHER EXPENSE

Interest and other expense consists of the following:

2001	2000
1999	-----
-----	-----
-----	-----
----	Interest
	expense \$
39.1	\$ 35.0
17.3	Interest
income	(10.3)
(7.3)	(8.0)
	Foreign
	exchange
losses	.2 2.3
1.9	Loss on
	sale of
	accounts
	receivable
5.3	9.8 9.8
Miscellaneous,	
net	5.4 6.0
3.8	-----
---	-----
---	Interest
	and other
	expense \$
39.7	\$ 45.8
	\$
	24.8
=====	
=====	
=====	

10 ACQUISITIONS OF BUSINESSES

In July 2001, the Company acquired Jefferson Wells International, Inc. ("Jefferson Wells"), a professional services provider of internal audit, accounting, technology and tax services, for total consideration of approximately \$174.0 million, including assumed debt. The acquisition of Jefferson Wells was originally financed through the Company's existing credit facilities. Jefferson Wells operates a network of offices throughout the United States and Canada. Approximately \$153.4 was recorded as goodwill. No other significant intangible assets were recorded.

In January 2000, the Company acquired Elan Group Ltd. ("Elan"), a European specialty IT staffing company with significant operations in the U.K. and ten other countries throughout the world. The total consideration paid for Elan was approximately \$146.2, the remaining \$30.0 of which was paid during 2001. This transaction was accounted for as a purchase, and the excess of the purchase price over the fair value of net assets acquired was recorded as goodwill.

From time to time, the Company acquires and invests in companies throughout the world. The total consideration paid for such transactions, excluding the acquisitions of Jefferson Wells and Elan, was \$95.8, \$56.2 and \$18.8 in 2001, 2000 and 1999, respectively, the majority of which was recorded as goodwill.

11 DERIVATIVE FINANCIAL INSTRUMENTS

On January 1, 2001, the Company adopted SFAS No. 133, as amended. As a result of adopting the Statements, the Company recognized the fair value of all derivative contracts as a net liability of \$3.4 on the Consolidated Balance Sheets at January 1, 2001. This amount was recorded as an adjustment to Shareholders' equity through Accumulated other comprehensive income (loss). There was no impact on Net earnings.

The Company enters into various derivative financial instruments to manage certain of its foreign currency exchange rate and interest rate risks. The Company does not use derivative financial instruments for trading or speculative purposes.

-- in millions, except per share data --

FOREIGN CURRENCY EXCHANGE RATE MANAGEMENT

In certain circumstances, the Company enters into foreign currency forward exchange contracts to reduce the effects of fluctuating foreign currency exchange rates on cash flows with foreign subsidiaries. During 2001, all such contracts were designated as cash flow hedges and were considered highly effective, as defined by the Statements. No such contracts existed as of December 31, 2001.

The Company's borrowings denominated in Euro and Yen have been designated and are effective as economic hedges of the Company's net investment in its foreign subsidiaries with the related functional currencies. Therefore, all translation gains or losses related to these borrowings are recorded as a component of Accumulated other comprehensive income (loss).

INTEREST RATE RISK MANAGEMENT

The Company enters into interest rate swaps to manage the effects of interest rate movements on the Company's variable rate borrowings. The swaps are denominated in Euro and Yen and exchange floating rate for fixed rate payments on a periodic basis over the terms of the related borrowings. Such contracts have been designated as cash flow hedges and were considered highly effective, as defined by the Statements, as of December 31, 2001.

12 CONTINGENCIES

The Company is involved in a number of lawsuits arising in the ordinary course of business which will not, in the opinion of management, have a material effect on the Company's results of operations, financial position or cash flows.

13 BUSINESS SEGMENT DATA BY GEOGRAPHICAL AREA

The Company is organized and managed on a geographical basis. Each country has its own distinct operations, is managed locally by its own management team, and maintains its own financial reports. Under SFAS No. 131, "Disclosures about Segments of an Enterprise and Related Information," the Company has four reportable segments - United States, France, United Kingdom and Other Europe. All remaining countries have never met the quantitative thresholds for determining reportable segments.

Each reportable segment derives at least 94% of its revenues from the placement of temporary help. The remaining revenues are derived from other human resource services, including temporary and permanent employee testing, selection, training and development; and organizational-performance consulting. Segment revenues represent sales to external customers within a single segment. Due to the nature of its business, the Company does not have export or intersegment sales. The Company provides services to a wide variety of customers, none of which individually comprise a significant portion of revenues within a reporting segment, geographic region or for the Company as a whole.

The accounting policies of the segments are the same as those described in the summary of significant accounting policies. The Company evaluates performance based on Operating Unit Profit, which is equal to segment revenues less direct costs and branch and national head office operating costs. This profit measure does not include nonrecurring items, goodwill amortization, interest and other income and expense amounts or income taxes. Total assets for the segments are reported after the elimination of investments in subsidiaries and intercompany accounts.

2001	2000
1999	-----
-----	-----
-----	-----
Revenues	
from	
Services	
United	
States(a)	\$
2,003.4	\$
2,413.5	\$
2,250.5	
Foreign:	
France	
3,766.4	
3,939.2	
3,775.1	
United	
Kingdom	
1,489.3	
1,453.1	
1,170.3	
Other	
Europe	
1,939.4	
1,896.3	
1,665.5	
Other	
Countries	
1,285.3	
1,140.7	
908.7	-----
-----	-----
-----	-----
Total	
foreign	
8,480.4	
8,429.3	
7,519.6	---
-----	-----
-----	-----
- \$	
10,483.8	\$
10,842.8	\$
9,770.1	---
-----	-----
-----	-----
- Operating	
Unit Profit	
United	
States	\$
29.5	\$ 84.6
	\$ 80.3
France	
135.7	130.6
	100.9
United	
Kingdom	
44.5	46.2
40.2	Other
Europe	75.9
89.1	68.0
Other	
Countries	
8.9	13.2
10.6	-----
-----	-----
-----	-----
294.5	363.7
	300.0
Corporate	
expenses	
39.9	39.4
	34.5
Amortization	
of	
intangible	
assets	17.0
	13.3
	6.9
Interest	
and other	
expense	
39.7	45.8
	24.8

Nonrecurring
 expenses(b)
 -- -- 28.0

 Earnings
 before
 income
 taxes \$
 197.9 \$
 265.2 \$
 205.8 -----

 Depreciation
 and
 Amortization
 Expense
 United
 States \$
 14.4 \$ 16.0
 \$ 16.4
 France 13.6
 11.8 12.2
 United
 Kingdom
 10.4 7.4
 8.2 Other
 Europe 16.3
 16.1 13.2
 Other
 Countries
 9.3 6.5 5.2

 ----- \$
 64.0 \$ 57.8
 \$ 55.2 -----

 - Earnings
 from
 Investments
 in
 Licensees
 United
 States \$
 (.1) \$ (.1)
 \$.1 United
 Kingdom .4
 -- -- Other
 Europe 1.1
 2.0 2.0
 Other
 Countries
 (.6) (.5)
 .9 -----

 ----- \$
 .8 \$ 1.4 \$
 3.0 -----

- (a) Total Systemwide sales in the United States, which include sales of Company-owned branches and franchises, were \$3,114.8, \$3,814.9 and \$3,758.7 for the years ended December 31, 2001, 2000 and 1999, respectively.
- (b) Represents nonrecurring items (\$16.4 after tax) in the second quarter of 1999 related to employee severances, retirement costs and other associated realignment costs.

Total			
foreign			
172.1	163.6		
145.2			
Corporate(a)			
.6	1.3	2.1	

-	-----		

-----	\$		
221.1	\$		
205.0	\$		
191.5	-----		

Additions			
to Long-			
Lived			
Assets			
United			
States	\$		
25.9	\$ 15.0		
\$ 16.7			
France	24.2		
22.2	16.9		
United			
Kingdom			
11.3	9.7		
4.9	Other		
Europe	16.4		
22.2	27.4		
Other			
Countries			
10.9	15.0		
10.0			
Corporate(a)			
.2	.7	1.0	-

---	\$ 88.9		
\$ 84.8	\$		
76.9	-----		

(a) Corporate assets include assets that are not used in the operations of any geographical segment.

Quarterly Data (unaudited)

-- in millions, except per share data --

FIRST	SECOND	THIRD	FOURTH	QUARTER	QUARTER	QUARTER	TOTAL --
-----	-----	-----	-----	-----	-----	-----	-----
Year							
Ended							
December							
31, 2001	31, 2001	31, 2001	31, 2001	31, 2001	31, 2001	31, 2001	31, 2001
Revenues							
from							
services							
\$	\$	\$	\$	\$	\$	\$	\$
2,651.9	2,620.1	2,675.4	2,536.4	10,483.8			
Gross							
profit							
483.9	489.1	504.6	478.9	1,956.5			
Net							
earnings							
26.8	34.6	37.1	26.0	124.5			
Net							
earnings							
per							
share \$							
.35	.46	.49	.34	1.64			
Net							
earnings							
per							
share -							
diluted							
\$.35	.45	.48	.34	1.62			
Dividends							
per							
share \$							
-- \$.10							
Market							
price:							
High \$							
37.56	35.77	32.71	34.68	27.95			
Low							
27.95	27.57	24.35	25.00				

 Year
 Ended
 December
 31, 2000
 Revenues
 from
 services
 \$
 2,568.3
 \$
 2,714.1
 \$
 2,820.9
 \$
 2,739.5
 \$
 10,842.8
 Gross
 profit
 446.0
 477.8
 507.4
 515.5
 1,946.7
 Net
 earnings
 25.6
 38.0
 54.1
 53.5
 171.2
 Net
 earnings
 per
 share \$
 .34 \$
 .50 \$
 .71 \$
 .71 \$
 2.26 Net
 earnings
 per
 share -
 diluted
 \$.33 \$
 .49 \$
 .70 \$
 .70 \$
 2.22
 Dividends
 per
 share \$
 -- \$.10
 \$ -- \$
 .10 \$
 .20
 Market
 price:
 High \$
 36.81 \$
 39.81 \$
 9.50 \$
 38.75
 Low
 26.75
 30.63
 30.63
 28.69 --

Selected Financial Data

-- in millions, except per share data --

AS OF AND
FOR THE
YEAR ENDED
DECEMBER
31 2001
2000 1999
1998 1997

Operations
Data

Revenues
from
services \$
10,483.8 \$
10,842.8 \$
9,770.1 \$
8,814.3 \$
7,258.5
Gross
profit
1,956.5
1,946.7
1,704.9
1,503.0
1,310.2

Write-down
of
capitalized
software -
- - - -

(92.1) --
Operating
profit
237.6
311.0
230.6
130.4
255.4 Net
earnings
124.5
171.2
150.0 75.7
163.9 ----

Per Share
Data Net

earnings \$
1.64 \$
2.26 \$
1.94 \$.94
\$ 2.01 Net
earnings -
diluted
1.62 2.22
1.91 .93
1.97
Dividends
.20 .20
.20 .19
.17 -----

Balance
Sheet Data
Total
assets \$

3,238.6 \$
3,041.6 \$
2,718.7 \$
2,391.7 \$
2,047.0
Long-term
debt 811.1
491.6
357.5
154.6
189.8 ----

The Notes to Consolidated Financial Statements should be read in conjunction with the above summary.

Corporate Information

World
Headquarters
P.O. Box
2053 5301
N. Ironwood
Rd.
Milwaukee,
WI 53201
414
.961.1000
www.manpower.com

Transfer Agent
and Registrar
Mellon Investor
Services LLC P.O.
Box 3315 South
Hackensack, NJ
07606
www.mellon-investor.com

Stock
Exchange
Listing
NYSE
Symbol: MAN

10-K Report
A copy of Form 10-K filed with the
Securities and Exchange Commission
for the year ended December 31, 2001
is available without charge after
March 31, 2002 by writing to:

Michael J.
Van Handel
Manpower
Inc. P.O.
Box 2053
5301 N.
Ironwood
Rd.
Milwaukee,
WI 53201

Annual Meeting of
Shareholders April
30, 2002 10:00 a.m.
Marcus Center for the
Performing Arts 929 N.
Water St.
Milwaukee, WI 53202

Shareholders
As of February 28, 2002,
Manpower Inc. common
stock was held by 7,438
record holders.

Directors
JEFFREY A. JOERRES
Chairman, CEO &
President
Manpower Inc.

J. THOMAS BOUCHARD
Retired Senior
Vice President,
Human Resources
IBM

WILLIE D. DAVIS
President
All Pro Broadcasting Inc.

DUDLEY J. GODFREY, JR.
Senior
Partner
Godfrey &
Kahn, S.C.

MARVIN B. GOODMAN
Retired shareholder and
officer of Manpower Services
(Toronto) Limited, formerly a
Company franchise

J. IRA HARRIS
Chairman of J.I. Harris &
Associates and Vice
Chairman of The Pritzker
Organization, L.L.C.

TERRY A. HUENEKE
Retired Executive
Vice President
Manpower Inc.

ROZANNE L. RIDGWAY
Former Assistant
Secretary of State
for Europe and Canada

DENNIS STEVENSON
Chairman of HBOS plc and
Pearson plc

JOHN R. WALTER
Retired President and COO of
AT&T Corp. Former Chairman,
President & CEO R.R.
Donnelley & Sons

EDWARD J. ZORE
President
& CEO
Northwestern
Mutual

Officers
JEFFREY A. JOERRES
Chairman, CEO & President

MICHAEL J. VAN HANDEL
Senior Vice President &
Chief Financial Officer

Executive Management
YOAV MICHAELY
Senior Vice President
Europe, Middle East and Africa
(Excluding France)

BERTRAND DENIS
Managing Director
France & Region

BARBARA J. BECK
Executive Vice President
United States & Canadian Operations

DOMINIQUE TURCQ
Senior Vice President
Strategic Planning

TAMMY JOHNS
Vice President
Global Sales

MICHAEL LYNCH
Vice President
International Support and General Counsel

DAVID ARKLESS
Senior Vice President
Manpower Inc. and
Chief Executive
The Empower Group

DON BOBO
President and CEO
Jefferson Wells International

Principal Operating Units

WORLDWIDE OFFICES

Manpower Inc. provides a full range of staffing solutions to more than 400,000 customers per year through its 3,900 offices in 61 countries.

Elan Group Ltd., a fully-owned subsidiary of Manpower Inc., is headquartered in London and is a leading provider of IT staffing solutions in 11 countries: Belgium, Denmark, Germany, Hong Kong, Ireland, Netherlands, Norway, Spain, Sweden, Switzerland and the United Kingdom.

The Empower Group, also headquartered in London, is an independent operating division of Manpower Inc. that provides organizational performance consulting services to multi-national corporations worldwide. The Empower Group has operations in 14 countries: Australia, Belgium, China (PRC), Hong Kong, Malaysia, Mexico, New Zealand, Norway, Singapore, Sweden, Switzerland, Taiwan, the United Kingdom and the United States.

Brook Street Bureau PLC is a fully-owned subsidiary of Manpower Inc. in the United Kingdom. Its core business is the supply of temporary, permanent and contract staff to office, secretarial and light industrial positions.

Jefferson Wells International, Inc., a fully-owned subsidiary of Manpower Inc., is a rapidly growing professional services provider of internal audit, accounting, technology and tax services. It was acquired in July of 2001, and has offices in the United States and Canada.

MANPOWER

[ELAN LOGO]

[THE EMPOWER GROUP LOGO]

[BROOK STREET BUREAU PLC LOGO]

[JEFFERSON WELLS INTERNATIONAL LOGO]

[MAP]

Argentina o Australia o Austria o Belgium o Bolivia o Brazil o Canada o Chile o China (PRC) o Colombia o Costa Rica o Czech Republic o Denmark o Ecuador o El Salvador o Finland o France o Germany o Greece o Guadeloupe o Guatemala o Honduras o Hong Kong o Hungary o India o Ireland o Israel o Italy o Japan o Korea o Luxembourg o Malaysia o Martinique o Mexico o Monaco o Morocco o Netherlands o New Caledonia o New Zealand o Norway o Panama o Paraguay o Peru o Philippines o Poland o Portugal Puerto Rico o Reunion o Russia o Singapore o South Africa o Spain o Sweden o Switzerland o Taiwan o Thailand o Tunisia o United Kingdom o United States o Uruguay o Venezuela

Subsidiaries of Manpower Inc.

Corporate Name - - - - -	Incorporated in State/Country of - - - - -
Huntsville Service Contractors, Inc.	Alabama
Benefits S.A.	Argentina
Cotescud S.A.S.E.	Argentina
CH Systems Pty Ltd.	Australia
CHF Management Services Pty Ltd.	Australia
Empower Corporate Research Pty Ltd.	Australia
Global Management Training Pty Ltd.	Australia
ICV International Pty Ltd.	Australia
Intellectual Capital Pty Ltd.	Australia
Leadership Partners Pty Ltd.	Australia
Manpower Services (Australia) Pty Ltd.	Australia
Primepower Management Services Pty. Ltd.	Australia
The Empower Group Pty Ltd.	Australia
The Empower Group (Queensland) Pty Ltd.	Australia
World Competitive Practices Pty Ltd.	Australia
Manpower GmbH	Austria
Manpower Holding GmbH	Austria
Manpower Unternehmens und Personalberatungs GmbH	Austria
Multiskill SA	Belgium
S.A. Manpower (Belgium) N.V.	Belgium
Manpower Brasil Ltda.	Brazil
Manpower Ltda Sociedada Civil (Inactive)	Brazil
Manpower Participacoes Ltda.	Brazil
Manpower Professional Ltda	Brazil

Manpower Staffing Ltda.	Brazil
Jefferson Wells International (Canada), Inc.	Canada
Manpower Services Canada Limited	Canada
CEL Management Consultancy (Shanghai) Co. Ltd.	China (PRC)
Manpower Business Consulting (Shanghai) Co. Ltd.	China (PRC)
Manpower de Colombia Ltda.	Colombia
Uno A Servicios Especiales Ltda.	Colombia
Manpower Costa Rica	Costa Rica
Manpower Republique Tcheque	Czech Republic
Ironwood Capital Corporation	Delaware
Manpower CIS Inc.	Delaware
Manpower Franchises LLC	Delaware
Manpower International Inc.	Delaware
Staffing Trends, Inc.	Delaware
U.S. Caden Corporation	Delaware
Elan Computing A/S	Denmark
Empower ApS	Denmark
Manpower A/S (Denmark)	Denmark
Manpower El Salvador S.A. de C.V.	El Salvador
Avalia	Finland
Manpower OY	Finland
Fortec SARL	France
Manpower France SARL	France
Supplay S.A.	France
Adservice GmbH	Germany
Bankpower GmbH Personaldienstleistungen	Germany
Engineering by Manpower GmbH	Germany
IT@Manpower GmbH	Germany

Manpower GmbH Personaldienstleistungen	Germany
Manpower Team S.A.	Greece
Manpower Solutions S.A.	Greece
Manpower Guatemala S.A.	Guatemala
Manpower Honduras S.A.	Honduras
Center for Effective Leadership (HK) Ltd.	Hong Kong
Elan Computing (Asia) Limited	Hong Kong
Manpower Services (Hong Kong) Limited	Hong Kong
Manpower Swift Recruitment Services Limited	Hong Kong
Manpower Munkaero Szervezesi KFT	Hungary
Bartran, Inc.	Illinois
Complete Business Services of IL, Inc.	Illinois
Transpersonnel, Inc.	Illinois
Manpower Services India Pte. Ltd.	India
Elan Recruitment Limited	Ireland
Manpower (Ireland) Group Limited	Ireland
Manpower (Ireland) Limited	Ireland
The Skills Group Contract Services Limited	Ireland
The Skills Group Financial Services Limited	Ireland
The Skills Group International Limited	Ireland
Adam Ltd. (Inactive)	Israel
Adi Ltd.	Israel
Career Ltd.	Israel
Hahaklai	Israel
John Bryce Testing	Israel
Manpower (Israel) Holdings (1999) Limited	Israel
Manpower Israel Limited	Israel
Miluot	Israel

M.I.T. Manpower Info Technology	Israel
MNAM Ltd.	Israel
MPH Holdings Ltd.	Israel
Nativ 2 Ltd.	Israel
S.T.M. Technologies Ltd. (Inactive)	Israel
T. Market (M. A.)	Israel
Telepower	Israel
Tirgumey Eichut	Israel
Unison Engineering Projects Ltd.	Israel
Manpower Consulting S.P.A.	Italy
Manpower Italia S.r.l.	Italy
Manpower S.P.A.	Italy
Manpower Seleform S.P.A.	Italy
I.P.C. Co. Ltd.	Japan
JobSearchpower Co. Ltd.	Japan
Job Support Power	Japan
Manpower Japan Co. Limited	Japan
Mates Co. Ltd.	Japan
Skill Partner	Japan
Jordanian American Manpower Company W.L.L.	Jordan
Support Service Specialists of Topeka, Inc.	Kansas
Manpower Professional Services Inc.	Korea
Manpower Services Korea, Inc.	Korea
Manpower of Baton Rouge LLC	Louisiana
Aide Temporaire Luxembourg SARL	Luxembourg
Agensi Pekerjaan Manpower Recruitment Sdn Bhd	Malaysia
Manpower Staffing Services (Malaysia) Sdn Bhd	Malaysia
Manpower Antilles	Martinique

Intelecto Tecnologico S.A. de C.V.	Mexico
Manpower Corporativo S.A. de C.V.	Mexico
Manpower Industrial S.A. de C.V.	Mexico
Manpower Mensajeria S.A. de C.V.	Mexico
Manpower S.A. de C.V.	Mexico
Tecnologia Y Manufactura S.A. de C.V.	Mexico
The Empower Group S.A. de C.V.	Mexico
Manpower Monaco SAM	Monaco
Societe Marocaine De Travail Temporaire	Morocco
Manpower Consultancy B.V.	Netherlands
Manpower Direkt B.V.	Netherlands
Manpower Industrie B.V.	Netherlands
Manpower Management B.V.	Netherlands
Manpower Nederland B.V.	Netherlands
Manpower Uitzendorganisatie B.V.	Netherlands
MP Project Support B.V.	Netherlands
Ultraflex B.V.	Netherlands
Ultrasearch B.V.	Netherlands
Manpower Nouvelle Caledonie	New Caledonia
Brecker & Merryman Inc.	New York
Manpower Inc. of New York	New York
Manpower Services (New Zealand) Ltd.	New Zealand
Bankpower A/S	Norway
Elan Computing A/S	Norway
Framnaes Installasjon A/S	Norway
In Mente A/S	Norway
Manpower A/S	Norway
Manpower Facility Management A/S	Norway

Mediapower A/S	Norway
Quality People A/S	Norway
Techpower A/S	Norway
Techpower Telemark A/S	Norway
The Empower Group A/S	Norway
Tri County Business Services, Inc.	Ohio
Temporales Panama S.A.	Panama
Manpower Peru S.A.	Peru
Manpower Professional Services S.A.	Peru
Manpower Outsourcing Services Inc.	Philippines
Prime Manpower Resources Development Inc .	Philippines
Manpower Polska	Poland
Manpower Reunion	Reunioun
Manpower Incorporated of Providence	Rhode Island
Center for Effective Leadership (Asia) Pte Ltd.	Singapore
Highly Effective Youth (Asia) Pte. Ltd.	Singapore
Hutchdale Investments Pte Ltd.	Singapore
Manpower Staffing Services (Singapore) Pte. Ltd.	Singapore
Manpower (SA) PTY LTD	South Africa
Elan Computing S.L.U.	Spain
Elan IT Resource S.L.U.	Spain
Link Externalizacion de Servicios S.L.	Spain
Manpower Team E.T.T., S.A.	Spain
Bohin & Stromberg Chefsrekrytering AB	Sweden
Empowergroup AB	Sweden
GrowPower AB	Sweden
JKW Servicenter AB	Sweden
Manpower AB	Sweden

Manpower Industrial AB	Sweden
Manpower Industriprojekt AB	Sweden
Manpower KB	Sweden
Manpower Outsourcing AB	Sweden
Manpower Professional AB	Sweden
Manpower Servicenter AB	Sweden
Manpower Sverige AB	Sweden
Manpower Resurs AB	Sweden
Resurspoolen Norden AB	Sweden
Allegra Finanz AG	Switzerland
Caden Corporation S.A.	Switzerland
M.S.A.	Switzerland
Manpower AG	Switzerland
Manpower Holding AG	Switzerland
Manpower HR Management S.A.	Switzerland
Worklink AG	Switzerland
Manpower Services (Taiwan) Co., Ltd.	Taiwan
HR Staffing LLC	Texas
HR Power Services Co. Ltd.	Thailand
Manpower Surawongse Recruitment Co., Ltd.	Thailand
Skillpower Services (Thailand) Co., Ltd.	Thailand
Manpower Tunisie	Tunisia
Bafin (UK) Limited (Inactive)	United Kingdom
Bafin Holdings	United Kingdom
Bafin Services Limited	United Kingdom
Brook Street Bureau PLC	United Kingdom
Brook Street (UK) Limited	United Kingdom
BS Project Services Limited	United Kingdom

Challoners Limited (Inactive)	United Kingdom
Company Services Associated Ltd.	United Kingdom
DP Support Services Limited (Inactive)	United Kingdom
Elan Group Limited	United Kingdom
Elan Computing Limited	United Kingdom
Elan Computing (Midlands) Limited	United Kingdom
Elan Computing (Northern) Limited	United Kingdom
Elan Computing (Scotland) Limited	United Kingdom
Ferribush Limited (Inactive)	United Kingdom
Girlpower Limited. (Inactive)	United Kingdom
House of Catalyst Limited	United Kingdom
Manpower Contract Services Limited. (Inactive)	United Kingdom
Manpower (Ireland) Limited (Inactive)	United Kingdom
Manpower IT Services Limited (Inactive)	United Kingdom
Manpower Nominees Limited (Inactive)	United Kingdom
Manpower Public Limited Company	United Kingdom
Manpower Resources Limited	United Kingdom
Manpower Services Ltd. (Inactive)	United Kingdom
Manpower Strategic Services	United Kingdom
Manpower (UK) Limited	United Kingdom
Overdrive Limited (Inactive)	United Kingdom
Psyconsult International Limited (Inactive)	United Kingdom
Salespower Limited (Inactive)	United Kingdom
Screenactive Ltd.	United Kingdom
Temp Finance & Accounting Service Limited (Inactive)	United Kingdom
The Ambridge Group	United Kingdom
The Empower Group Ltd.	United Kingdom
The Trotman Group Ltd.	United Kingdom

Trotman & Company Ltd.	United Kingdom
Aris Sociedad Anonima	Uruguay
Manpower de Venezuela C.A.	Venezuela
Manpower Holdings Inc.	Wisconsin
Manpower Nominees Inc.	Wisconsin
Manpower of Indiana Limited Partnership	Wisconsin
Manpower of Texas Limited Partnership	Wisconsin
Manpower Professional Services Inc.	Wisconsin
Manpower Professional Staffing Services Inc.	Wisconsin
Manpower Texas Holdings LLC	Wisconsin
North Avenue Commerce Center LLC	Wisconsin
North Avenue Commerce Center Phase II LLC	Wisconsin
Signature Graphics of Milwaukee, Inc.	Wisconsin

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this Annual Report on Form 10-K of Manpower Inc., our report dated January 28, 2002, included in the 2001 Annual Report to Shareholders of Manpower Inc. It should be noted that we have not audited any financial statements of the Company subsequent to December 31, 2001 or performed any audit procedures subsequent to the date of our report.

We also consent to the incorporation of our reports included (or incorporated by reference) in this Annual Report on Form 10-K, into the Company's previously filed Registration Statements on Form S-8 (File Nos. 33-40441, 33-51336, 33-55264, 33-84736, 333-1040, 333-31021, 333-82457, 333-82459 and 333-66656), the Company's Registration Statements on Form S-3 (File Nos. 33-89660, 333-6545 and 333-71040) and the Company's Registration Statements on Form S-4 (File Nos. 333-650 and 33-95896).

/s/ Arthur Andersen LLP

ARTHUR ANDERSEN LLP

Milwaukee, Wisconsin
March 28, 2002

POWER OF ATTORNEY FOR ANNUAL REPORT ON FORM 10-K

Each of the undersigned directors of Manpower Inc. (the "Company") hereby constitutes and appoints Jeffrey A. Joerres and Michael J. Van Handel, and each of them, the undersigned's true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for the undersigned and in the undersigned's name, place and stead, in any and all capacities, to sign for the undersigned and in the undersigned's name in the capacity as a director of the Company the Annual Report on Form 10-K for the Company's fiscal year ended December 31, 2001, and to file the same, with all exhibits thereto, other documents in connection therewith, and any amendments to any of the foregoing, with the Securities and Exchange Commission and any other regulatory authority, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully and to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or the undersigned's substitute, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned have each executed this Power of Attorney for Annual Report on Form 10-K, on one or more counterparts, as of the 19th day of February, 2002.

/s/ J. Thomas Bouchard

J. Thomas Bouchard

/s/ Terry A. Hueneke

Terry A. Hueneke

/s/ Willie D. Davis

Willie D. Davis

/s/ Jeffrey A. Joerres

Jeffrey A. Joerres

/s/ Dudley J. Godfrey, Jr.

Dudley J. Godfrey, Jr.

/s/ Dennis Stevenson

Dennis Stevenson

/s/ Marvin B. Goodman

Marvin B. Goodman

/s/ John R. Walter

John R. Walter

/s/ J. Ira Harris

J. Ira Harris

/s/ Edward J. Zore

Edward J. Zore

POWER OF ATTORNEY FOR ANNUAL REPORT ON FORM 10-K

The undersigned director of Manpower Inc. (the "Company") hereby constitutes and appoints Jeffrey A. Joerres and Michael J. Van Handel, and each of them, the undersigned's true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for the undersigned and in the undersigned's name, place and stead, in any and all capacities, to sign for the undersigned and in the undersigned's name in the capacity as a director of the Company the Annual Report on Form 10-K for the Company's fiscal year ended December 31, 2001, and to file the same, with all exhibits thereto, other documents in connection therewith, and any amendments to any of the foregoing, with the Securities and Exchange Commission and any other regulatory authority, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully and to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or the undersigned's substitute, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney for Annual Report on Form 10-K as of the 8th day of March, 2002.

/s/ Rozanne L. Ridgway

Rozanne L. Ridgway

March 28, 2002

U.S. Securities and Exchange Commission
450 Fifth Street, N.W.
Judiciary Plaza
Washington, D.C. 20549

RE: Annual Report on Form 10K for the Year Ended December 31, 2001;
Confirmation of Receipt of Assurances from Arthur Andersen LLP

Ladies and Gentlemen:

In a letter dated March, 28, 2002, our independent public accounts, Arthur Andersen LLP ("Andersen"), represented to us that their audit of the consolidated financial statement of Manpower Inc. and subsidiaries as of December 31, 2001 and for the year then ended was subject to Andersen's quality control system for the U.S. accounting and auditing practice to provide reasonable assurance that their engagement was conducted in compliance with professional standards and that there was appropriate continuity of Andersen personnel working on the audit, availability of national office consultation and availability of personnel at foreign affiliates of Andersen to conduct the relevant portions of the audit.

Manpower Inc.

By: /s/ Michael J. Van Handel

Michael J. Van Handel
Senior Vice President, Chief Financial Officer
and Secretary