United States
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

# FORM 10-Q

(Mark One)

x Quarterly Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 for the quarterly period ended:
**June 30, 2018**
or
☐ Transition Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 for the transition period from: ______to______

Commission file number: 1-10686

# MANPOWERGROUP INC.

(Exact name of registrant as specified in its charter)

| | |
|---|---|
| **Wisconsin** | **39-1672779** |
| (State or other jurisdiction of incorporation) | (IRS Employer Identification No.) |
| **100 Manpower Place** | |
| **Milwaukee, Wisconsin** | **53212** |
| (Address of principal executive offices) | (Zip Code) |

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

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 whether the Registrant has submitted electronically and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the Registrant was required to submit and post such files).
Yes x No ☐

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

| | |
|---|---|
| Large accelerated filer x | Accelerated filer ☐ |
| Non-accelerated filer ☐ | Smaller reporting company ☐ |
| (Do not check if a smaller reporting company) | Emerging growth company ☐ |

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No x

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

| **Class** | **Shares Outstanding at August 1, 2018** |
|---|---|
| Common Stock, $.01 par value | 64,894,602 |

**ManpowerGroup Inc.**

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## PART I - FINANCIAL INFORMATION

Item 1 – Financial Statements (unaudited)

**ManpowerGroup Inc.**

**Consolidated Balance Sheets (Unaudited)**
**(in millions)**

**ASSETS**

| | June 30, 2018 | December 31, 2017 |
|---|---|---|
| **CURRENT ASSETS:** | | |
| Cash and cash equivalents | $ 767.5 | $ 689.0 |
| Accounts receivable, less allowance for doubtful accounts of $112.5 and $110.8, respectively | 5,363.9 | 5,370.5 |
| Prepaid expenses and other assets | 137.9 | 111.7 |
| Total current assets | 6,269.3 | 6,171.2 |
| | | |
| **OTHER ASSETS:** | | |
| Goodwill | 1,321.9 | 1,343.0 |
| Intangible assets, less accumulated amortization of $353.5 and $339.9, respectively | 264.6 | 284.0 |
| Other assets | 807.7 | 927.7 |
| Total other assets | 2,394.2 | 2,554.7 |
| | | |
| **PROPERTY AND EQUIPMENT:** | | |
| Land, buildings, leasehold improvements and equipment | 624.2 | 633.4 |
| Less: accumulated depreciation and amortization | 474.9 | 475.7 |
| Net property and equipment | 149.3 | 157.7 |
| Total assets | $ 8,812.8 | $ 8,883.6 |

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

**ManpowerGroup Inc.**

**Consolidated Balance Sheets (Unaudited)**
**(in millions, except share and per share data)**

**LIABILITIES AND SHAREHOLDERS' EQUITY**

| | June 30, 2018 | December 31, 2017 |
|---|---|---|
| **CURRENT LIABILITIES:** | | |
| Accounts payable | $ 2,303.3 | $ 2,279.4 |
| Employee compensation payable | 188.1 | 230.6 |
| Accrued liabilities | 451.2 | 490.9 |
| Accrued payroll taxes and insurance | 726.7 | 794.7 |
| Value added taxes payable | 522.3 | 545.4 |
| Short-term borrowings and current maturities of long-term debt | 43.4 | 469.4 |
| Total current liabilities | 4,235.0 | 4,810.4 |
| | | |
| **OTHER LIABILITIES:** | | |
| Long-term debt | 1,045.2 | 478.1 |
| Other long-term liabilities | 685.1 | 737.5 |
| Total other liabilities | 1,730.3 | 1,215.6 |
| | | |
| **SHAREHOLDERS' EQUITY:** | | |
| ManpowerGroup 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 116,778,224 and 116,303,729 shares, respectively | 1.2 | 1.2 |
| Capital in excess of par value | 3,320.1 | 3,302.6 |
| Retained earnings | 2,902.7 | 2,713.0 |
| Accumulated other comprehensive loss | (375.9) | (288.2) |
| Treasury stock at cost, 51,433,302 and 50,226,525 shares, respectively | (3,084.1) | (2,953.7) |
| Total ManpowerGroup shareholders' equity | 2,764.0 | 2,774.9 |
| Noncontrolling interests | 83.5 | 82.7 |
| Total shareholders' equity | 2,847.5 | 2,857.6 |
| Total liabilities and shareholders' equity | $ 8,812.8 | $ 8,883.6 |

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

## ManpowerGroup Inc.

### Consolidated Statements of Operations (Unaudited)
### (in millions, except per share data)

| | 3 Months Ended June 30, | | 6 Months Ended June 30, | |
|---|---|---|---|---|
| | 2018 | 2017 | 2018 | 2017 |
| Revenues from services | $ 5,656.9 | $ 5,174.8 | $ 11,179.3 | $ 9,932.0 |
| Cost of services | 4,734.2 | 4,313.1 | 9,371.2 | 8,282.5 |
| Gross profit | 922.7 | 861.7 | 1,808.1 | 1,649.5 |
| Selling and administrative expenses | 714.4 | 666.5 | 1,446.0 | 1,326.4 |
| Operating profit | 208.3 | 195.2 | 362.1 | 323.1 |
| Interest and other expenses | 10.5 | 11.0 | 26.6 | 26.8 |
| Earnings before income taxes | 197.8 | 184.2 | 335.5 | 296.3 |
| Provision for income taxes | 54.4 | 67.2 | 95.1 | 104.9 |
| Net earnings | $ 143.4 | $ 117.0 | $ 240.4 | $ 191.4 |
| Net earnings per share – basic | $ 2.18 | $ 1.74 | $ 3.65 | $ 2.83 |
| Net earnings per share – diluted | $ 2.17 | $ 1.72 | $ 3.62 | $ 2.80 |
| Weighted average shares – basic | 65.7 | 67.4 | 65.8 | 67.5 |
| Weighted average shares – diluted | 66.1 | 68.0 | 66.4 | 68.3 |

## ManpowerGroup Inc.

### Consolidated Statements of Comprehensive Income (Unaudited)
### (in millions)

| | 3 Months Ended June 30, | | 6 Months Ended June 30, | |
|---|---|---|---|---|
| | 2018 | 2017 | 2018 | 2017 |
| Net earnings | $ 143.4 | $ 117.0 | $ 240.4 | $ 191.4 |
| Other comprehensive (loss) income: | | | | |
| Foreign currency translation adjustments | (140.3) | 93.8 | (92.6) | 134.1 |
| Translation adjustments on net investment hedge, net of income taxes of $10.6, $(18.4), $5.8 and $(21.7), respectively | 36.5 | (33.0) | 20.1 | (38.7) |
| Translation adjustments of long-term intercompany loans | (7.7) | (1.2) | (0.1) | 2.3 |
| Unrealized gain on investments, net of income taxes of $0.1 and $0.6, respectively, for 2017 | — | 0.6 | — | 3.0 |
| Reclassification of unrealized cumulative gain on investments, net of income taxes of $(3.4), included in retained earnings as of January 1, 2018 upon adoption of new accounting guidance on financial instruments (See Note 12 to the Consolidated Financial Statements) | — | — | (15.3) | — |
| Defined benefit pension plans and retiree health care plan, net of income taxes of $(0.1), $0.2, $0.1 and $0.2, respectively | (0.3) | 0.5 | 0.2 | 0.7 |
| Total other comprehensive (loss) income | (111.8) | 60.7 | (87.7) | 101.4 |
| Comprehensive income | $ 31.6 | $ 177.7 | $ 152.7 | $ 292.8 |

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

**ManpowerGroup Inc.**

**Consolidated Statements of Cash Flows (Unaudited)**
**(in millions)**

| | 6 Months Ended June 30, 2018 | 6 Months Ended June 30, 2017 |
|---|---|---|
| **CASH FLOWS FROM OPERATING ACTIVITIES:** | | |
| Net earnings | $ 240.4 | $ 191.4 |
| Adjustments to reconcile net earnings to net cash provided by operating activities: | | |
| Depreciation and amortization | 42.9 | 40.7 |
| Deferred income taxes | (16.6) | 26.1 |
| Provision for doubtful accounts | 10.9 | 10.0 |
| Share-based compensation | 12.8 | 14.8 |
| Changes in operating assets and liabilities, excluding the impact of acquisitions: | | |
| Accounts receivable | (132.0) | (258.8) |
| Other assets | 85.9 | 36.0 |
| Other liabilities | (68.7) | 87.8 |
| Cash provided by operating activities | 175.6 | 148.0 |
| **CASH FLOWS FROM INVESTING ACTIVITIES:** | | |
| Capital expenditures | (26.8) | (25.5) |
| Acquisitions of businesses, net of cash acquired | (8.2) | (21.2) |
| Proceeds from the sale of investments, property and equipment | 6.7 | 3.1 |
| Cash used in investing activities | (28.3) | (43.6) |
| **CASH FLOWS FROM FINANCING ACTIVITIES:** | | |
| Net change in short-term borrowings | (4.5) | (4.2) |
| Proceeds from long-term debt | 583.3 | — |
| Repayments of long-term debt | (408.1) | (0.2) |
| Payments of debt issuance costs | (2.4) | — |
| Payments of contingent consideration for acquisitions | (15.1) | (12.9) |
| Proceeds from share-based awards and other equity transactions | 4.0 | 34.1 |
| Payments to noncontrolling interests | (1.9) | — |
| Other share-based award transactions | (17.3) | (16.3) |
| Repurchases of common stock | (113.2) | (115.8) |
| Dividends paid | (66.0) | (62.2) |
| Cash used in financing activities | (41.2) | (177.5) |
| Effect of exchange rate changes on cash | (27.6) | 47.7 |
| Change in cash and cash equivalents | 78.5 | (25.4) |
| Cash and cash equivalents, beginning of year | 689.0 | 598.5 |
| Cash and cash equivalents, end of period | $ 767.5 | $ 573.1 |
| **SUPPLEMENTAL CASH FLOW INFORMATION:** | | |
| Interest paid | $ 31.1 | $ 22.7 |
| Income taxes paid, net | $ 106.7 | $ 56.4 |

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

(1) Basis of Presentation and Accounting Policies

*Basis of Presentation*

Certain information and footnote disclosures normally included in the financial statements prepared in accordance with United States Generally Accepted Accounting Principles ("GAAP") have been condensed or omitted pursuant to the rules and regulations of the Securities and Exchange Commission, although we believe that the disclosures are adequate to make the information presented not misleading. These Consolidated Financial Statements should be read in conjunction with the Consolidated Financial Statements included in our 2017 Annual Report on Form 10-K.

The information furnished reflects all adjustments that, in the opinion of management, were necessary for a fair statement of the Consolidated Financial Statements for the periods presented. Such adjustments were of a normal recurring nature, unless otherwise disclosed.

*Payroll Tax Credit*

In April 2018, we sold substantially all of our French payroll tax credits earned in 2017 for net proceeds of $234.5 (€190.9). In March 2017, we sold a portion of our French payroll tax credits earned in 2016 for net proceeds of $143.5 (€133.0). We derecognized these receivables upon the sale date as the terms of the agreement are such that the transaction qualifies for sale treatment according to the accounting guidance on the transfer and servicing of assets. The discount on the sale of these receivables was recorded in cost of services as a reduction of the payroll tax credits.

*Subsequent Events*

We have evaluated events and transactions occurring after the balance sheet date through our filing date and have accrued or disclosed, if appropriate.

(2) Recently Issued Accounting Standards

In February 2016, the Financial Accounting Standards Board ("FASB") issued new accounting guidance on leases. The new guidance requires that a lessee recognize assets and liabilities on the balance sheet for leases with lease terms longer than 12 months. The recognition, measurement and presentation of lease expenses and cash flows by a lessee will depend on its classification as a finance or operating lease. The guidance also includes new disclosure requirements providing information on the amounts recorded in the financial statements. The guidance can be adopted using the modified retrospective approach applying to the earliest comparative period presented, or by recognizing a cumulative-effect adjustment to retained earnings in the period of adoption without restating prior periods. We have not decided on an adoption approach. The new guidance is effective for us in 2019. Based on a preliminary assessment, we expect the adoption of this guidance to have a material impact on our assets and liabilities due to the recognition of right-of-use assets and lease liabilities on our Consolidated Balance Sheets. However, we do not believe the adoption will have a material impact on our Consolidated Statements of Operations, but we are still assessing the impact. We have completed a preliminary qualitative assessment of our lease portfolio and are in the process of implementing a new lease software system, collecting lease data and designing processes and controls to account for our leases in accordance with the new guidance.

In August 2017, the FASB issued new guidance on hedge accounting. The amendments in this guidance include the elimination of the concept of recognizing periodic hedge ineffectiveness for cash flow and net investment hedges, recognition and presentation of changes in the fair value of the hedging instrument, recognition and presentation of components excluded from an entity's hedge effectiveness assessment, addition of the ability to elect to perform subsequent effectiveness assessments qualitatively, and addition of new disclosure requirements. The guidance is effective for us in 2019. We are currently assessing the impact of the adoption of this guidance on our Consolidated Financial Statements.

In February 2018, the FASB issued new guidance on reporting comprehensive income. The new guidance allows a reclassification from accumulated other comprehensive income to retained earnings for stranded tax effects resulting from the United States Tax Cuts and Jobs Act of 2017 (the "Tax Act"). The guidance is effective for us in 2019. We are currently assessing the impact of the adoption of this guidance on our Consolidated Financial Statements.

In June 2018, the FASB issued new guidance on the accounting for share-based payment awards. The guidance will make the accounting for share-based payment awards issued to nonemployees largely consistent with the accounting for share-based payment awards issued to employees. The guidance is effective for us in 2019. We do not expect the adoption of this guidance to have a material impact on our Consolidated Financial Statements.

(3) <u>Revenue Recognition</u>

*Adoption of New Accounting Guidance on Revenue Recognition*

As of January 1, 2018, we adopted the new accounting guidance on revenue recognition using the modified retrospective approach applied to those contracts that were not completed as of January 1, 2018. Results for reporting periods beginning after January 1, 2018 are presented under the new guidance, while prior periods continue to be reported in accordance with previous accounting guidance. We determined that no cumulative effect adjustment to retained earnings was necessary upon adoption as there were no significant revenue recognition differences identified between the new and previous accounting guidance.

*Revenue Recognition*

We recognize revenues when control of the promised services is transferred to our clients, in an amount that reflects the consideration we expect to be entitled to receive in exchange for those services. Our revenues are recorded net of any sales, value added, or other taxes collected from our clients.

A performance obligation is a promise in a contract to transfer a distinct service to the client, and it is the unit of account in the new accounting guidance for revenue recognition. The majority of our contracts have a single performance obligation as the promise to transfer the individual services is not separately identifiable from other promises in our contracts and, therefore, is not distinct. However, we have multiple performance obligations within our Recruitment Process Outsourcing (RPO) contracts as discussed below. For performance obligations that we satisfy over time, revenues are recognized by consistently applying a method of measuring progress toward satisfaction of that performance obligation. We generally utilize an input measure of time (e.g., hours, weeks, months) of service provided, which most accurately depicts the progress toward completion of each performance obligation.

We generally determine standalone selling prices based on the prices included in the client contracts, using expected costs plus margin, or other observable prices. The price as specified in our client contracts is generally considered the standalone selling price as it is an observable input that depicts the price as if sold to a similar client in similar circumstances. Certain client contracts have variable consideration, including credits, sales allowances, rebates or other similar items that generally reduce the transaction price. We estimate variable consideration using whichever method, either the expected value method or most likely amount method, better predicts the amount of consideration to which we will become entitled based on the terms of the client contract and historical evidence. These amounts may be constrained and are only included in revenues to the extent we do not expect a significant reversal when the uncertainty associated with the variable consideration is resolved. Our variable consideration amounts are not material, and we do not believe that there will be significant changes to our estimates.

Our client contracts generally include standard payment terms acceptable in each of the countries and territories in which we operate. The payment terms vary by the type and location of our clients and services offered. Client payments are typically due approximately 60 days after invoicing, but may be a shorter or longer term depending on the contract. Our client contracts are generally short-term in nature with a term of one year or less. The timing between satisfaction of the performance obligation, invoicing and payment is not significant. For certain services and client types, we may require payment prior to delivery of services to the client, for which deferred revenue is recorded.

*Principal vs. Agent*

In certain scenarios where a third-party vendor is involved in our revenue transactions with our clients, we evaluate whether we are the principal or the agent in the transaction. In situations where we act as principal in the transaction, we control the performance obligation prior to transfer to the client, and we report the related amounts as gross revenues and cost of services. When we act as agent in the transaction, we do not control the performance obligation prior to transfer to the client, and we report the related amounts as revenues on a net basis. A majority of these agent transactions occur within our TAPFIN - Managed Service Provider (MSP) programs where our performance obligation is to manage our client’s contingent workforce, and we earn a commission based on the amount of staffing services that are managed through the program. We are the agent in these transactions as we do not control the third-party providers' staffing services provided to the client through our MSP program prior to those services being transferred to the client.

*Practical Expedients and Exemptions*

For certain client contracts where we recognize revenues over time, we recognize the amount that we have the right to invoice, which corresponds directly to the value provided to the client of our performance to date.

As allowed under the new guidance, we do not disclose the amount of unsatisfied performance obligations for client contracts with an original expected length of one year or less and those client contracts for which we recognize revenues at the amount to which we have the right to invoice for services performed. We have other contracts with revenues expected to be recognized subsequent to June 30, 2018 related to remaining performance obligations, which are not material.

*Revenue Service Types*

The following is a description of our revenue service types, including Staffing and Interim, Outcome-Based Solutions and Consulting, Permanent Recruitment and Other services.

*Staffing and Interim*

Staffing and Interim services include the augmentation of clients' workforce with our contingent employees performing services under the client's supervision, which provides our clients with a source of flexible labor. Staffing and Interim client contracts are generally short-term in nature and we generally enter into contracts that include only a single performance obligation. We recognize revenues over time based on a fixed amount for each hour of Staffing and Interim service provided as our clients benefit from our services as we provide them.

*Outcome-Based Solutions and Consulting*

Our Outcome-Based Solutions and Consulting services include utilizing consultants and contingent employees who are generally experts in a specific field advising the client to help find strategic solutions to specific matters or achieve a particular outcome. Our services may also include managing certain processes and functions within the client's organization. We recognize revenues over time based on (i) our clients benefiting from our services as we are providing them, (ii) our clients controlling an asset as it is created or enhanced, or (iii) our performance not creating an asset with an alternative use and having an enforceable right to payment for the services we have provided to date. We generally utilize an input measure of time for the service provided, which most accurately depicts the progress toward completion of these performance obligations. The price as specified in our client contracts is generally considered the standalone selling price as it is an observable input which depicts the price as if sold to a similar client in similar circumstances.

*Permanent Recruitment*

Permanent Recruitment services include providing qualified candidates to our clients to hire on a permanent basis. We recognize revenues for our Permanent Recruitment services at a point in time when we place the qualified candidate, because we have determined that control of the performance obligation has transferred to the client (i.e. - service performed) as we have the right to payment for our service and the client has accepted our service of providing a qualified candidate to fill a permanent position. Revenues recognized from our Permanent Recruitment services are based upon either a fixed fee per placement or as a percentage of the candidate's salary.

Our RPO services are also included in our Permanent Recruitment revenues. RPO services include the various activities of managing a client's permanent workforce, which can include candidate assessments, screening, conducting candidate interviews, providing sourcing technology, and providing our marketing and recruiting expertise. We perform these activities to fulfill the overall obligation to provide permanent workforce management services, so they are not individually distinct and therefore we account for them as a single performance obligation. We generally utilize an input measure of time in months, but we do have a few contracts for which we use labor hours of management services provided as this more accurately depicts the progress toward completion of the performance obligation. We recognize revenues over time for each month of management services provided, as each month of management services is distinct and the client benefits from each month of management services as we provide them.

We consider the RPO management services and placement services to be distinct and, therefore, separate performance obligations within our RPO contracts as (i) our clients can benefit from each service on its own, and (ii) each service is separately identifiable within the client contract. The prices as specified in our contracts will generally be broken out between management fees and placement fees, which we consider the standalone selling price of each service as they are the observable inputs which depict the prices as if they were sold to a similar client in similar circumstances. The consideration from our client contracts is allocated to each performance obligation based on the relative standalone selling price.

*Other Services*

Other services include revenues from outplacement services, MSP services, training services and franchise fees.

- Outplacement services include assisting our clients in managing their workforce transitions and their employees in managing career changes by developing additional skills and finding new employment. We recognize revenues over time as we provide the service (i.e. - transfer control of the performance obligation) using the input measure of hours of service to measure progress toward completion of the performance obligation.

- MSP services include overall program management of our clients' contingent workforce and generally include various activities such as reporting and tracking, supplier selection and management and order distribution, depending on each client contract. We provide these services to fulfill the overall obligation of contingent workforce management services so the individual activities are not distinct and therefore we account for them as a single performance obligation. We recognize revenues over time for each month of MSP services provided, as each month of MSP services is distinct and the client benefits from each month of MSP services as we provide it.

- Training services include teaching skills that relate to specific competencies in order for our client's workforce to acquire knowledge and develop skills proficiencies. We recognize revenues over time for each hour of training service provided as our clients benefit from our services as we provide them.

- Our franchise fees include the performance obligation of providing the right to use our intellectual property in a specifically defined exclusive territory as defined in a franchise agreement. Our franchise agreements generally state that franchise fees are calculated based on a percentage of revenues earned by the franchise operations and are payable on a monthly basis. As such, we record franchise fee revenues monthly over time calculated based on the specific fee percentage and the monthly revenues of the franchise operations.

*Disaggregation of Revenues*

In the following table, revenue is disaggregated by service types and timing of revenue recognition, and includes a reconciliation of the disaggregated revenues by reportable segment.

| | 3 Months Ended June 30, 2018 | | | | | |
|---|---|---|---|---|---|---|
| **Service Types** | **Americas** | **Southern Europe** | **Northern Europe** | **APME** | **Right Management** | **Total** |
| Staffing and Interim | $ 951.4 | $ 2,234.5 | $ 1,234.0 | $ 599.5 | $ — | $ 5,019.4 |
| Outcome-Based Solutions and Consulting | 46.9 | 144.6 | 106.1 | 69.0 | 12.5 | 379.1 |
| Permanent Recruitment | 30.9 | 38.8 | 45.0 | 52.0 | — | 166.7 |
| Other | 23.3 | 16.1 | 8.1 | 4.3 | 39.9 | 91.7 |
| | $ 1,052.5 | $ 2,434.0 | $ 1,393.2 | $ 724.8 | $ 52.4 | $ 5,656.9 |

| | 3 Months Ended June 30, 2018 | | | | | |
|---|---|---|---|---|---|---|
| **Timing of Revenue Recognition** | **Americas** | **Southern Europe** | **Northern Europe** | **APME** | **Right Management** | **Total** |
| Services transferred over time | $ 1,034.5 | $ 2,398.6 | $ 1,354.8 | $ 689.5 | $ 52.4 | $ 5,529.8 |
| Services transferred at a point in time | 18.0 | 35.4 | 38.4 | 35.3 | — | 127.1 |
| | $ 1,052.5 | $ 2,434.0 | $ 1,393.2 | $ 724.8 | $ 52.4 | $ 5,656.9 |

| | 6 Months Ended June 30, 2018 | | | | | |
|---|---|---|---|---|---|---|
| **Service Types** | **Americas** | **Southern Europe** | **Northern Europe** | **APME** | **Right Management** | **Total** |
| Staffing and Interim | $ 1,882.8 | $ 4,344.8 | $ 2,489.2 | $ 1,198.7 | $ — | $ 9,915.5 |
| Outcome-Based Solutions and Consulting | 87.4 | 292.9 | 215.9 | 137.4 | 24.0 | 757.6 |
| Permanent Recruitment | 58.7 | 77.4 | 89.5 | 101.0 | — | 326.6 |
| Other | 46.2 | 30.9 | 16.2 | 7.9 | 78.4 | 179.6 |
| | $ 2,075.1 | $ 4,746.0 | $ 2,810.8 | $ 1,445.0 | $ 102.4 | $ 11,179.3 |

| | 6 Months Ended June 30, 2018 | | | | | |
|---|---|---|---|---|---|---|
| **Timing of Revenue Recognition** | **Americas** | **Southern Europe** | **Northern Europe** | **APME** | **Right Management** | **Total** |
| Services transferred over time | $ 2,040.9 | $ 4,675.1 | $ 2,734.0 | $ 1,378.4 | $ 102.4 | $ 10,930.8 |
| Services transferred at a point in time | 34.2 | 70.9 | 76.8 | 66.6 | — | 248.5 |
| | $ 2,075.1 | $ 4,746.0 | $ 2,810.8 | $ 1,445.0 | $ 102.4 | $ 11,179.3 |

*Accounts Receivable, Contract Assets and Contract Liabilities*

We record accounts receivable when our right to consideration becomes unconditional. Contract assets primarily relate to our rights to consideration for services provided that they are conditional on satisfaction of future performance obligations. We record contract liabilities (deferred revenue) when payments are made or due prior to the related performance obligations being satisfied. The current portion of our contract liabilities is included in accrued liabilities in our Consolidated Balance Sheets. We do not have any material contract assets or long-term contract liabilities.

Our deferred revenue was $35.1 at June 30, 2018 and $48.0 at December 31, 2017. The decrease is due to $32.2 of revenues recognized related to amounts that were included in the December 31, 2017 balance, partially offset by payments or amounts due in advance of satisfying our performance obligations in the first half of 2018.

(4) Share-Based Compensation Plans

During the three months ended June 30, 2018 and 2017, we recognized share-based compensation expense of $5.3 and $7.6, respectively, and $12.8 and $14.8 for the six months ended June 30, 2018 and 2017, respectively. The expense relates to stock options, deferred stock, restricted stock and performance share units. We recognize share-based compensation expense in selling and administrative expenses on a straight-line basis over the service period of each award. Consideration received from share-based awards was $4.0 and $36.1 for the six months ended June 30, 2018 and 2017, respectively.

(5) Acquisitions

From time to time, we acquire and invest in companies throughout the world, including franchises. For the six months ended June 30, 2018, the total cash consideration for acquisitions, net of cash acquired, was $47.4, the majority of which took place in the Netherlands. This balance includes initial acquisition payments of $8.2 and contingent consideration payments of $39.2 ($15.1 of which was recognized as a liability at the acquisition date). During the six months ended June 30, 2017, the total cash consideration for acquisitions, net of cash acquired, was $34.1, which includes initial acquisition payments of $21.2 and contingent consideration related to previous acquisitions of $12.9, of which $10.3 was related to our 2015 acquisition of 7S Group GmbH ("7S") in Germany.

On April 26, 2017, the sellers of 7S formally disputed the contingent consideration related to the acquisition and are claiming an additional $24.3 (€20.8), plus interest. We believe no further amounts are due and intend to vigorously dispute their claims in arbitration. We are not currently able to predict the outcome of the arbitration or the timing of any resolution, and consequently, no amounts have been recorded in the Consolidated Financial Statements.

As of January 1, 2018, we adopted the new accounting guidance on statement of cash flows. The guidance provides classification requirements for certain cash receipts and cash payments. During the first half of 2018, we classified $24.1 of payments which were in excess of the contingent consideration liabilities recognized on the acquisition date as operating cash flows. The excess cash payments for contingent consideration liabilities made during the first half of 2017 were not material.

(6) Restructuring Costs

We recorded net restructuring costs of $39.3 and $34.5 during the six months ended June 30, 2018 and 2017, respectively, in selling and administrative expenses, primarily related to severances and office closures and consolidations in multiple countries and territories. During the six months ended June 30, 2018, we made payments of $20.3 out of our restructuring reserve. We expect a majority of the remaining $32.5 reserve will be paid by the end of 2018.

Changes in the restructuring reserve by reportable segment and Corporate are shown below.

| | Americas(1) | Southern Europe(2) | Northern Europe | APME | Right Management | Corporate | Total |
|---|---|---|---|---|---|---|---|
| Balance, January 1, 2018 | $ 1.7 | $ 0.9 | $ 9.6 | $ — | $ 1.2 | $ 0.1 | $ 13.5 |
| Severance costs | 0.3 | 5.4 | 25.8 | — | 0.3 | — | 31.8 |
| Office closure costs and other | — | — | 7.5 | — | — | — | 7.5 |
| Costs paid or utilized | (1.6) | (2.3) | (15.6) | — | (0.7) | (0.1) | (20.3) |
| Balance, June 30, 2018 | $ 0.4 | $ 4.0 | $ 27.3 | $ — | $ 0.8 | $ — | $ 32.5 |

(1) Balances related to the United States were $1.5 and $0.4 as of January 1, 2018 and June 30, 2018, respectively.
(2) Balances related to France were $0.9 as of both January 1, 2018 and June 30, 2018. Italy had no balance as of January 1, 2018 and $1.4 as of June 30, 2018.

(7) Income Taxes

We recorded income tax expense at an effective rate of 27.5% for the three months ended June 30, 2018, as compared to an effective rate of 36.5% for the three months ended June 30, 2017. The 2018 rate was favorably impacted by the enactment of the Tax Act in December 2017. The 27.5% effective tax rate in the quarter was higher than the United States Federal statutory rate of 21% primarily due to the French business tax.

We recorded income tax expense at an effective rate of 28.3% for the six months ended June 30, 2018 as compared to an effective rate of 35.4% for the six months ended June 30, 2017. The 2018 rate was favorably impacted by the enactment of the Tax Act in December 2017. The 28.3% effective tax rate for the six months ended June 30, 2018 was higher than the United States Federal statutory rate of 21% primarily due to the French business tax. We currently expect a 2018 annual effective tax rate of approximately 27% to 28%.

The Tax Act made broad changes to the United States tax code including a reduction of the United States federal corporate income tax rate from 35% to 21% effective January 1, 2018 and a transition to a territorial tax regime resulting in a one-time transition tax on the mandatory deemed repatriation of unremitted post-1986 non-United States earnings. The Tax Act also established new provisions related to global intangible low-taxed income ("GILTI"), foreign derived intangible income and a base erosion and anti-abuse tax. The computation of these new provisions is highly complex, and our estimates could significantly change as a result of new rules or guidance from the various standard-setting bodies.

Our accounting for certain elements of the Tax Act was incomplete as of December 31, 2017, and remains incomplete as of June 30, 2018. However, we were able to make reasonable estimates of the impact of the Tax Act as of December 31, 2017 and, therefore, recorded provisional estimates for these items, including the one-time transition tax and the revaluation of our deferred tax assets and liabilities. In accordance with accounting guidance, we are allowed to make an accounting policy choice to either treat taxes due on future inclusions in United States taxable income related to GILTI as a current-period expense when incurred or factor such amounts into our measurement of deferred taxes. We have not made a policy decision regarding whether to record deferred taxes on GILTI and have included estimates of this provision as current period expenses for the six months ended June 30, 2018.

During the first half of 2018, the Internal Revenue Service issued new guidance affecting the computation of our 2017 transition tax liability. As a result of the new guidance and additional analysis of the impacts of the Tax Act, we revised our provisional estimates and recorded a tax benefit of $1.8 related to the Tax Act during the first half of 2018. The ultimate impact of the Tax Act may differ from our estimates as of June 30, 2018, possibly materially, due to changes in interpretations and assumptions we have made, future guidance that may be issued and actions we may take as a result of the Tax Act.

As of June 30, 2018, we had gross unrecognized tax benefits related to various tax jurisdictions, including interest and penalties, of $72.6 that would favorably impact the effective tax rate if recognized. As of December 31, 2017, we had gross unrecognized tax benefits related to various tax jurisdictions, including interest and penalties, of $66.5. We do not expect our unrecognized tax benefits to change significantly over the next 12 months.

We conduct business globally in various countries and territories. We are routinely audited by the tax authorities of the various tax jurisdictions in which we operate. Generally, the tax years that could be subject to examination are 2010 through 2017 for our major operations in France, Germany, Japan, the United Kingdom and the United States. As of June 30, 2018, we are subject to tax audits in Austria, Canada, Denmark, France, Germany and the United States. We believe that the resolution of these audits will not have a material impact on earnings.

(8) Net Earnings Per Share

The calculations of net earnings per share – basic and net earnings per share – diluted were as follows:

| | 3 Months Ended June 30, | | 6 Months Ended June 30, | |
|---|---|---|---|---|
| | 2018 | 2017 | 2018 | 2017 |
| Net earnings available to common shareholders | $ 143.4 | $ 117.0 | $ 240.4 | $ 191.4 |
| Weighted-average common shares outstanding (in millions) | | | | |
| Weighted-average common shares outstanding - basic | 65.7 | 67.4 | 65.8 | 67.5 |
| Effect of dilutive securities - stock options | 0.1 | 0.2 | 0.2 | 0.2 |
| Effect of other share-based awards | 0.3 | 0.4 | 0.4 | 0.6 |
| Weighted-average common shares outstanding - diluted | 66.1 | 68.0 | 66.4 | 68.3 |
| Net earnings per share - basic | $ 2.18 | $ 1.74 | $ 3.65 | $ 2.83 |
| Net earnings per share - diluted | $ 2.17 | $ 1.72 | $ 3.62 | $ 2.80 |

There were 0.3 million and 0.1 million share-based awards excluded from the calculation of net earnings per share – diluted for the three months ended June 30, 2018 and 2017, respectively, and the calculation of net earnings per share – diluted for the six months ended June 30, 2018 and 2017, respectively, because their impact was anti-dilutive.

(9) Goodwill and Other Intangible Assets

We have goodwill, finite-lived intangible assets and indefinite-lived intangible assets as follows:

| | June 30, 2018 | | | December 31, 2017 | | |
|---|---|---|---|---|---|---|
| | Gross | Accumulated Amortization | Net | Gross | Accumulated Amortization | Net |
| Goodwill[1] | $ 1,321.9 | $ — | $ 1,321.9 | $ 1,343.0 | $ — | $ 1,343.0 |
| Intangible assets: | | | | | | |
| Finite-lived: | | | | | | |
| Customer relationships | $ 448.6 | $ 338.0 | $ 110.6 | $ 453.6 | $ 325.2 | $ 128.4 |
| Other | 18.7 | 15.5 | 3.2 | 19.3 | 14.7 | 4.6 |
| | 467.3 | 353.5 | 113.8 | 472.9 | 339.9 | 133.0 |
| Indefinite-lived: | | | | | | |
| Tradenames[2] | 52.0 | — | 52.0 | 52.0 | — | 52.0 |
| Reacquired franchise rights | 98.8 | — | 98.8 | 99.0 | — | 99.0 |
| | 150.8 | — | 150.8 | 151.0 | — | 151.0 |
| Total intangible assets | $ 618.1 | $ 353.5 | $ 264.6 | $ 623.9 | $ 339.9 | $ 284.0 |

(1) Balances were net of accumulated impairment loss of $513.4 as of both June 30, 2018 and December 31, 2017.
(2) Balances were net of accumulated impairment loss of $139.5 as of both June 30, 2018 and December 31, 2017.

Total consolidated amortization expense related to intangible assets for the remainder of 2018 is expected to be $16.5 and in each of the next five years is expected to be as follows: 2019 - $29.3, 2020 - $24.7, 2021 - $13.7, 2022 - $10.1 and 2023 - $7.9.

Changes in the carrying value of goodwill by reportable segment and Corporate were as follows:

| | Americas[1] | Southern Europe[2] | Northern Europe | APME | Right Management | Corporate[3] | Total |
|---|---|---|---|---|---|---|---|
| Balance, January 1, 2018 | $ 519.2 | $ 121.9 | $ 468.1 | $ 106.2 | $ 62.1 | $ 65.5 | $ 1,343.0 |
| Goodwill acquired | 4.6 | — | — | — | — | — | 4.6 |
| Currency and other impacts | (2.2) | (7.5) | (12.7) | (3.3) | — | — | (25.7) |
| Balance, June 30, 2018 | $ 521.6 | $ 114.4 | $ 455.4 | $ 102.9 | $ 62.1 | $ 65.5 | $ 1,321.9 |

(1) Balances related to the United States were $476.5 as of both January 1, 2018 and June 30, 2018.
(2) Balances related to France were $76.3 and $70.2 as of January 1, 2018 and June 30, 2018, respectively. Balances related to Italy were $5.0 and $4.8 as of January 1, 2018 and June 30, 2018, respectively.
(3) The majority of the Corporate balance relates to goodwill attributable to our acquisition of Jefferson Wells ($55.5) which is now part of the United States reporting unit. For purposes of monitoring our total assets by segment, we do not allocate the Corporate balance to the respective reportable segments as this is commensurate with how we operate our business. We do, however, include these balances within the appropriate reporting units for our goodwill impairment testing. See table below for the breakout of goodwill balances by reporting unit.

Goodwill balances by reporting unit were as follows:

| | June 30, 2018 | January 1, 2018 |
|---|---|---|
| United States | $ 532.0 | $ 532.0 |
| Germany | 131.9 | 135.4 |
| Netherlands | 123.2 | 126.5 |
| United Kingdom | 87.2 | 89.2 |
| France | 70.2 | 76.3 |
| Right Management | 62.1 | 62.1 |
| Other reporting units | 315.3 | 321.5 |
| Total goodwill | $ 1,321.9 | $ 1,343.0 |

(10) Debt

On June 18, 2018, we amended and restated our Five Year Credit Agreement (the “Amended Agreement”) with a syndicate of commercial banks, principally to revise the termination date of the facility from September 16, 2020 to June 18, 2023. The remaining material terms and conditions of the Amended Agreement are substantially similar to the material terms and conditions of our Amended and Restated Five Year Credit Agreement dated September 16, 2015.

On June 22, 2018, we offered and sold €500.0 aggregate principal amount of the Company’s 1.750% notes due June 22, 2026 (the “Notes”). The net proceeds from the Notes of €495.7 were used to repay our €350.0 notes due June 22, 2018, with the remaining balance to be used for general corporate purposes, which may include share repurchases and the acquisition of or investment in complementary businesses or other assets. The Notes were issued at a price of 99.564% to yield an effective interest rate of 1.809%. Interest on the Notes is payable in arrears on June 22 of each year. The Notes are unsecured senior obligations and will rank equally with all of the Company’s existing and future senior unsecured debt and other liabilities.

(11) Retirement Plans

The components of the net periodic benefit cost for our plans were as follows:

| | Defined Benefit Pension Plans | | | |
|---|---|---|---|---|
| | 3 Months Ended June 30, | | 6 Months Ended June 30, | |
| | 2018 | 2017 | 2018 | 2017 |
| Service cost | $ 2.8 | $ 2.4 | $ 5.6 | $ 4.8 |
| Interest cost | 2.9 | 2.8 | 5.9 | 5.5 |
| Expected return on assets | (2.7) | (2.6) | (5.5) | (5.2) |
| Other | 0.3 | 0.7 | 0.7 | 1.3 |
| Total benefit cost | $ 3.3 | $ 3.3 | $ 6.7 | $ 6.4 |

| | Retiree Health Care Plan | | | |
|---|---|---|---|---|
| | 3 Months Ended June 30, | | 6 Months Ended June 30, | |
| | 2018 | 2017 | 2018 | 2017 |
| Interest cost | $ 0.1 | $ 0.2 | $ 0.2 | $ 0.3 |
| Prior service credit | (0.2) | (0.2) | (0.4) | (0.3) |
| Total benefit (credit) cost | $ (0.1) | $ — | $ (0.2) | $ — |

During the three and six months ended June 30, 2018, contributions made to our pension plans were $2.3 and $4.2, respectively, and contributions made to our retiree health care plan were $0.3 and $0.6, respectively. During 2018, we expect to make total contributions of approximately $12.3 to our pension plans and to fund our retiree health care payments as incurred.

As of January 1, 2018, we adopted the new guidance on the presentation of net periodic pension and postretirement benefit cost ("net benefit cost"). The new guidance requires bifurcation of net benefit cost, which used to be reported as an employee cost within operating income under the old guidance. The service cost component is still presented with other employee compensation cost in operating income or capitalized in assets in rare circumstances. The other components are now reported separately outside of operations, and are not eligible for capitalization. We have reclassified the 2017 non-service cost components of net benefit cost to interest and other expenses from selling and administrative expenses to conform to the current period presentation. For the three months ended June 30, 2018 and 2017, the non-service component was a cost of $0.4 and $0.6, respectively. For the six months ended June 30, 2018 and 2017, the non-service component was a cost of $0.9 and $1.5, respectively. For the year ended December 31, 2017, the non-service component was a cost of $1.0.

(12) Shareholders' Equity

The components of accumulated other comprehensive loss, net of tax, were as follows:

| | June 30, 2018 | December 31, 2017 |
|---|---|---|
| Foreign currency translation | $ (180.3) | $ (87.7) |
| Translation loss on net investment hedge, net of income taxes of $(17.3) and $(23.1), respectively | (19.8) | (39.9) |
| Translation loss on long-term intercompany loans | (128.9) | (128.8) |
| Unrealized gain on investments, net of income taxes of $3.4 for 2017 | — | 15.3 |
| Defined benefit pension plans, net of income taxes of $(27.6) and $(27.8), respectively | (50.0) | (50.5) |
| Retiree health care plan, net of income taxes of $1.9 and $2.0, respectively | 3.1 | 3.4 |
| Accumulated other comprehensive loss | $ (375.9) | $ (288.2) |

As of January 1, 2018, we adopted the new accounting guidance on financial instruments. The new guidance requires equity investments (except those accounted for under the equity method of accounting or those that result in consolidation of the investee) to be measured at fair value with changes in fair value recognized in net earnings. Upon adoption, we reclassified $15.3, the cumulative unrealized gain on our Swiss franchise's investment portfolio as of December 31, 2017, from accumulated other comprehensive loss to retained earnings. Going forward, we will recognize the changes in fair value on the investment portfolio in the current period earnings as opposed to other comprehensive loss.

*Noncontrolling Interests*

Noncontrolling interests, included in total shareholders' equity in our Consolidated Balance Sheets, represent amounts related to majority-owned subsidiaries for which we have a controlling financial interest.

Net earnings attributable to these noncontrolling interests were $1.0 and $2.2 for the three months ended June 30, 2018 and 2017, respectively, and $2.2 and $4.4 for the six months ended June 30, 2018 and 2017, respectively, which were recorded as expenses in interest and other expenses in our Consolidated Statements of Operations.

*Dividends*

On May 4, 2018 and May 2, 2017, the Board of Directors declared a semi-annual cash dividend of $1.01 and $0.93 per share, respectively. The 2018 dividends were paid on June 15, 2018 to shareholders of record on June 1, 2018. The 2017 dividends were paid on June 15, 2017 to shareholders of record on June 1, 2017.

*Share Repurchases*

In August 2018, the Board of Directors authorized the repurchase of an additional 6.0 million shares of our common stock, with terms consistent with the previous authorization. This authorization is in addition to the July 2016 Board authorization to repurchase 6.0 million shares of our common stock, of which 1.8 million shares remained authorized for repurchase as of June 30, 2018. Share repurchases may be made from time to time through a variety of methods, including open market purchases, block transactions, privately negotiated transactions or similar facilities. During the first half of 2018, we repurchased a total of 1.0 million shares at a cost of $113.2. During the first half of 2017, we repurchased 1.1 million shares at a cost of $115.8.

(13) Interest and Other Expenses

Interest and other expenses consisted of the following:

| | 3 Months Ended June 30, | | 6 Months Ended June 30, | |
|---|---|---|---|---|
| | 2018 | 2017 | 2018 | 2017 |
| Interest expense | $ 13.3 | $ 11.9 | $ 26.9 | $ 23.8 |
| Interest income | (1.4) | (1.2) | (2.6) | (2.2) |
| Foreign exchange (gain) loss | (0.1) | 0.2 | (0.2) | 0.3 |
| Miscellaneous (income) expense, net | (1.3) | 0.1 | 2.5 | 4.9 |
| Interest and other expenses | $ 10.5 | $ 11.0 | $ 26.6 | $ 26.8 |

(14) Derivative Financial Instruments and Fair Value Measurements

We are exposed to various risks relating to our ongoing business operations. Among these risks are foreign currency exchange rate risk and interest rate risk, which can be managed through the use of derivative instruments. In certain circumstances, we enter into foreign currency forward exchange contracts ("forward contracts") to reduce the effects of fluctuating foreign currency exchange rates on our cash flows denominated in foreign currencies. Our exposure to market risk for changes in interest rates relates primarily to our long-term debt obligations. We have historically managed interest rate risk through the use of a combination of fixed and variable rate borrowings. In accordance with the accounting guidance on derivative instruments and hedging activities, we record all of our derivative instruments as either an asset or liability measured at their fair value.

A portion of the €400.0 ($465.2) notes due September 2022 and the €500.0 ($579.2) notes due June 2026 was designated as a hedge of our net investment in our foreign subsidiaries with a Euro-functional currency as of June 30, 2018. For this portion of the Euro-denominated notes, the gain or loss associated with foreign currency translation is recorded as a component of accumulated other comprehensive loss, net of taxes. As of June 30, 2018 and December 31, 2017, we had an unrealized loss of $15.6 and $35.7, respectively, included in accumulated other comprehensive loss, net of taxes, as the net investment hedge was deemed effective.

On occasion, forward contracts are designated as a hedge of our net investment in our foreign subsidiaries. We had a translation loss of $4.2 as of both June 30, 2018 and December 31, 2017, included in accumulated other comprehensive loss, net of taxes, as the net investment hedge was deemed effective.

For our forward contracts that are not designated as hedges, any gain or loss resulting from the change in fair value is recognized in the current period earnings. These gains or losses are offset by the exposure related to receivables and payables with our foreign subsidiaries and to interest due on our Euro-denominated notes, which is paid annually in June and September. We recorded a gain of $2.1 and no gain or loss for the three months ended June 30, 2018 and 2017, respectively, and a gain of $2.1 and $0.1 for the six months ended June 30, 2018 and 2017, respectively, in interest and other expenses associated with those forward contracts, which offset the loss and gain recorded for the items noted above.

The fair value measurements of those items recorded in our Consolidated Balance Sheets as of June 30, 2018 and December 31, 2017 were as follows:

| | | Fair Value Measurements Using | | |
|---|---|---|---|---|
| | June 30, 2018 | Quoted Prices in Active Markets for Identical Assets (Level 1) | Significant Other Observable Inputs (Level 2) | Significant Unobservable Inputs (Level 3) |
| **Assets** | | | | |
| Deferred compensation plan assets | $ 99.3 | $ 99.3 | $ — | $ — |
| Foreign currency forward contracts | 0.2 | — | 0.2 | — |
| | $ 99.5 | $ 99.3 | $ 0.2 | $ — |

| | | | Fair Value Measurements Using | | | | | |
|---|---|---|---|---|---|---|---|---|
| | December 31, 2017 | | Quoted Prices in Active Markets for Identical Assets (Level 1) | | Significant Other Observable Inputs (Level 2) | | Significant Unobservable Inputs (Level 3) | |
| **Assets** | | | | | | | | |
| Deferred compensation plan assets | $ | 99.1 | $ | 99.1 | $ | — | $ | — |
| | $ | 99.1 | $ | 99.1 | $ | — | $ | — |
| **Liabilities** | | | | | | | | |
| Foreign currency forward contracts | $ | 0.1 | $ | — | $ | 0.1 | $ | — |
| | $ | 0.1 | $ | — | $ | 0.1 | $ | — |

We determine the fair value of our deferred compensation plan assets, comprised of publicly traded securities, by using market quotes as of the last day of the period. The fair value of the foreign currency forward contracts is measured at the value from either directly or indirectly observable inputs from third parties.

The carrying value of long-term debt approximates fair value, except for the Euro-denominated notes. The fair value of the Euro-denominated notes, as observable at commonly quoted intervals (level 2 inputs), was $1,086.2 and $939.9 as of June 30, 2018 and December 31, 2017, respectively, compared to a carrying value of $1,044.4 and $897.8, respectively.

(15) Segment Data

Effective January 1, 2018, we adopted new accounting guidance on the presentation of net benefit cost. Under the new guidance, we are required to present non-service cost components of net benefit cost in interest and other expenses, as opposed to selling and administrative expenses. All previously reported results have been restated to conform to the current year presentation.

We are organized and managed primarily on a geographic basis, with Right Management currently operating as a separate global business unit. Each country and business unit generally has its own distinct operations and management team, providing services under our global brands, and maintains its own financial reports. We have an executive sponsor for each global brand who is responsible for ensuring the integrity and consistency of delivery locally. Each operation reports directly or indirectly through a regional manager, to a member of executive management. Given this reporting structure, all of our operations have been segregated into the following reporting segments: Americas, which includes United States and Other Americas; Southern Europe, which includes France, Italy and Other Southern Europe; Northern Europe; APME; and Right Management.

The Americas, Southern Europe, Northern Europe and APME segments derive a significant majority of their revenues from our staffing and interim services. The remaining revenues within these segments are derived from our outcome-based solutions and consulting services, permanent recruitment services and other services. The Right Management segment revenues are derived from outplacement and talent management services. Segment revenues represent sales to external clients. We provide services to a wide variety of clients, none of which individually comprise a significant portion of revenues for us as a whole. Due to the nature of our business, we generally do not have export sales.

| | 3 Months Ended June 30, | | 6 Months Ended June 30, | |
|---|---|---|---|---|
| | 2018 | 2017 | 2018 | 2017 |
| Revenues from services: | | | | |
| Americas: | | | | |
| United States (a) | $ 640.5 | $ 671.3 | $ 1,256.8 | $ 1,332.8 |
| Other Americas | 412.0 | 385.6 | 818.3 | 750.3 |
| | 1,052.5 | 1,056.9 | 2,075.1 | 2,083.1 |
| Southern Europe: | | | | |
| France | 1,512.5 | 1,356.3 | 2,936.5 | 2,493.8 |
| Italy | 443.0 | 366.5 | 856.6 | 660.9 |
| Other Southern Europe | 478.5 | 412.9 | 952.9 | 784.9 |
| | 2,434.0 | 2,135.7 | 4,746.0 | 3,939.6 |
| | | | | |
| Northern Europe | 1,393.2 | 1,281.7 | 2,810.8 | 2,520.4 |
| APME | 724.8 | 643.4 | 1,445.0 | 1,275.8 |
| Right Management | 52.4 | 57.1 | 102.4 | 113.1 |
| Consolidated (b) | $ 5,656.9 | $ 5,174.8 | $ 11,179.3 | $ 9,932.0 |
| | | | | |
| Operating unit profit: (c) | | | | |
| Americas: | | | | |
| United States | $ 38.2 | $ 44.5 | $ 64.9 | $ 70.8 |
| Other Americas | 18.5 | 13.0 | 34.7 | 25.4 |
| | 56.7 | 57.5 | 99.6 | 96.2 |
| Southern Europe: | | | | |
| France | 73.0 | 70.7 | 130.7 | 121.3 |
| Italy | 31.9 | 27.6 | 57.1 | 45.8 |
| Other Southern Europe | 16.8 | 12.5 | 31.6 | 25.2 |
| | 121.7 | 110.8 | 219.4 | 192.3 |
| | | | | |
| Northern Europe | 24.7 | 33.1 | 41.3 | 44.9 |
| APME | 29.2 | 23.3 | 55.1 | 43.4 |
| Right Management | 10.5 | 8.5 | 16.9 | 17.3 |
| | 242.8 | 233.2 | 432.3 | 394.1 |
| Corporate expenses | (25.9) | (29.6) | (52.7) | (54.2) |
| Intangible asset amortization expense | (8.6) | (8.4) | (17.5) | (16.8) |
| Operating profit | 208.3 | 195.2 | 362.1 | 323.1 |
| Interest and other expenses | (10.5) | (11.0) | (26.6) | (26.8) |
| Earnings before income taxes | $ 197.8 | $ 184.2 | $ 335.5 | $ 296.3 |

(a) In the United States, where a majority of our franchises operate, revenues from services included fees received from the related franchise offices of $3.9 and $3.6 for the three months ended June 30, 2018 and 2017, respectively, and $7.1 for both the six months ended June 30, 2018 and 2017. These fees are primarily based on revenues generated by the franchise offices, which were $166.7 and $155.6 for the three months ended June 30, 2018 and 2017, respectively, and $315.7 and $323.3 for the six months ended June 30, 2018 and 2017, respectively.

(b) Our consolidated revenues from services include fees received from our franchise offices of $6.2 and $5.8 for the three months ended June 30, 2018 and 2017, respectively, and $11.4 and $11.1 for the six months ended June 30, 2018 and 2017, respectively. These fees are primarily based on revenues generated by the franchise offices, which were $273.9 and $247.3 for the three months ended June 30, 2018 and 2017, respectively, and $510.7 and $486.4 for the six months ended June 30, 2018 and 2017, respectively.

(c) We evaluate segment performance based on operating unit profit (“OUP”), which is equal to segment revenues less cost of services and branch and national headquarters operating costs. This profit measure does not include goodwill and intangible asset impairment charges or amortization of intangibles related to acquisitions, interest and other income and expense amounts or income taxes.

## Item 2 – Management’s Discussion and Analysis of Financial Condition and Results of Operations

See the financial measures section on pages 28 and 29 for further information on the Non-GAAP financial measures of constant currency and organic constant currency.

### Business Overview

Client demand for workforce solutions and services is dependent on the overall strength of the labor market and secular trends toward greater workforce flexibility within each of the segments where we operate. Improving economic growth typically results in increasing demand for labor, resulting in greater demand for our staffing services while demand for our outplacement services typically declines. During periods of increased demand, as we saw in both the second quarter and first half of 2018, we are generally able to improve our profitability and operating leverage as our cost base can support some increase in business without a similar increase in selling and administrative expenses.

During the second quarter of 2018, the United States dollar was weaker relative to the currencies in Europe, having a favorable impact on our reported results. While our reported revenues from services increased 9.3% over the second quarter of 2017 and our reported operating profit increased 6.7%, these results were impacted by the relative strength of other currencies against the United States dollar compared to the same period in 2017, and generally may overstate the performance of our underlying business. The changes in the foreign currency exchange rates had a 4.8% favorable impact on revenues from services, a 4.5% favorable impact on operating profit, and an approximately $0.09 per share favorable impact on net earnings per share – diluted in the quarter. Substantially all of our subsidiaries derive revenues from services and incur expenses within the same currency and generally do not have cross-currency transactions, and therefore, changes in foreign currency exchange rates primarily impact reported earnings and not our actual cash flow unless earnings are repatriated. To understand the performance of our underlying business, we utilize constant currency or organic constant currency variances for our consolidated and segment results.

In the three months ended June 30, 2018, we experienced constant currency revenue growth in most of our markets. Our consolidated revenues were up 4.5% in constant currency in the quarter, a slight deceleration from the 5.4% constant currency growth in the first quarter of 2018. Approximately 68% of our total consolidated revenues comes from Europe, and although economic conditions were favorable in most of the European markets where we operate, our business experienced a slower rate of growth during the quarter than in the prior-year period. In particular, we continued to experience better performance from our Southern Europe segment than from our Northern Europe segment, as discussed below under "Segment Operating Results." After adjusting for billing days, our organic constant currency revenue growth was 3% in the second quarter compared to 6% in the first quarter due primarily to softer demand in our European markets, especially in France, where economic indicators suggested that the national economy saw a slight decline in the rate of expansion during the second quarter compared to the first quarter of 2018. Our staffing/interim business had solid growth in the quarter, along with a 11.3% constant currency increase (15.5% as reported) in our permanent recruitment business and strong growth in our ManpowerGroup Solutions business. At Right Management, we have experienced a constant currency revenue decline for both our outplacement services, due to the counter-cyclical nature of this business, and our talent management services.

Our gross profit margin in the second quarter of 2018 compared to 2017 decreased primarily due to the decline in our staffing/interim gross profit margin due to the decrease in the CICE (Credit d'Impôt pour la Compétitivité et l'Emploi) payroll tax credit rate in France, business mix changes in various countries, and the non-recurrence of certain prior year reductions related to workers compensation and health care costs in the United States. The margin also decreased due to to the unfavorable impact from changes in currency exchange rates and a decline in demand for our higher-margin Right Management services. These declines were partially offset by the increase in our permanent recruitment business.

We recorded $15.3 million of restructuring costs in the second quarter of 2018, in addition to the $24.0 million recorded in the first quarter of 2018, comprised of $2.3 million in Southern Europe, $13.2 million in Northern Europe, and a benefit of $0.2 million in Right Management, primarily related to delivery-model and other front-office centralization and back-office optimization activities.

Our operating profit increased in the second quarter of 2018 by 6.7% (2.2% in constant currency and 1.4% in organic constant currency) while our operating profit margin was down 10 basis points compared to the second quarter of 2017. Excluding the restructuring costs incurred in the second quarter of both 2018 and 2017, our operating profit was up 4.1% in constant currency while operating profit margin was flat compared to the second quarter of 2017. Our Northern Europe segment in particular experienced profitability challenges during the second quarter, as discussed below under "Segment Operating Results," even before the restructuring costs incurred during the quarter. We continue to monitor expenses closely to ensure we maintain the benefit of our efforts to optimize our organizational and cost structures, while investing appropriately to support the growth in the business and enhance our productivity and technology and digital capabilities. During the second quarter of 2018, we added recruiters and certain other staff to support the increased demand for our services particularly in Southern Europe and APME. Even with these investments, we experienced improved operational leverage in the quarter as we were able to support the higher revenue level without a similar increase in expenses.

Operating Results - Three Months Ended June 30, 2018 and 2017

The following table presents selected consolidated financial data for the three months ended June 30, 2018 as compared to 2017.

| **(in millions, except per share data)** | **2018** | **2017** | **Variance** | **Constant Currency Variance** |
|---|---|---|---|---|
| Revenues from services | $ 5,656.9 | $ 5,174.8 | 9.3 % | 4.5% |
| Cost of services | 4,734.2 | 4,313.1 | 9.8 | 4.8 |
| Gross profit | 922.7 | 861.7 | 7.1 | 2.8 |
| *Gross profit margin* | *16.3%* | *16.7%* | | |
| Selling and administrative expenses | 714.4 | 666.5 | 7.2 | 3.0 |
| Operating profit | 208.3 | 195.2 | 6.7 | 2.2 |
| *Operating profit margin* | *3.7%* | *3.8%* | | |
| Interest and other expenses | 10.5 | 11.0 | (4.4) | |
| Earnings before income taxes | 197.8 | 184.2 | 7.4 | 2.5 |
| Provision for income taxes | 54.4 | 67.2 | (19.1) | |
| *Effective income tax rate* | *27.5%* | *36.5%* | | |
| Net earnings | $ 143.4 | $ 117.0 | 22.6 | 17.4 |
| Net earnings per share – diluted | $ 2.17 | $ 1.72 | 26.2 | 20.9 |
| Weighted average shares – diluted | 66.1 | 68.0 | (2.8)% | |

The year-over-year increase in revenues from services of 9.3% (4.5% in constant currency and 4.2% in organic constant currency) was attributed to:

- increased demand for services in several of our markets within Southern Europe and Northern Europe, where in constant currency revenues increased 5.8% (14.0% as reported) and 2.2% (8.7% as reported), respectively. This included a constant currency revenue increase in France of 3.1% (11.5% as reported) primarily due to growth in client accounts within the staffing market and a 9.0% constant currency increase (17.9% as reported) in the permanent recruitment business. This increase also included a constant currency revenue increase in Italy of 11.8% (20.9% as reported) due to increased demand for our Manpower staffing services and a 9.0% constant currency increase (17.7% as reported) in the permanent recruitment business. We also experienced constant currency revenue growth in the United Kingdom, the Nordics, Spain and Belgium of 3.0%, 2.6%, 9.1% and 3.4%, respectively (9.4%, 6.8%, 18.0% and 11.8%, respectively, as reported; 8.3% in organic constant currency in Spain);

- revenue increase in APME of 10.4% in constant currency (12.6% as reported) primarily due to an increase in our staffing/interim revenues and a 16.2% constant currency increase (19.1% as reported) in our permanent recruitment business;

- our acquisitions in the Americas, Southern Europe and APME, which added approximately 0.3% revenue growth to our consolidated results on a constant currency basis;

- a 4.8% increase due to the impact of changes in currency exchange rates; and

- the favorable impact of approximately 0.9% constant currency due to one additional billing day in the quarter; partially offset by

- revenue decrease in the United States of 4.6% primarily driven by a decline in our Experis interim services, specifically within the IT sector, because of decreased demand from a few larger clients, a decline in demand for our Manpower staffing services, and a decrease in our solutions business primarily related to non-recurrence of certain low-margin business within our MSP offering; and

- decreased demand for services at Right Management, where revenues decreased 10.5% in constant currency (-8.3% as reported), including a 11.2% constant currency decrease (-8.9% as reported) in our outplacement services as well as a 8.3% constant currency decrease (-6.5% as reported) in our talent management business.

The year-over-year 40 basis point (-0.40%) decrease in gross profit margin was primarily attributed to:

- a 30 basis point (-0.30%) unfavorable impact from the decline in our staffing/interim margin in constant currency due to the decrease in the CICE payroll tax credit rate from 7.0% to 6.0%, business mix changes in various countries, and the non-recurrence of certain prior year reductions related to workers compensation and health care costs in the United States;

- a 10 basis point (-0.10%) unfavorable impact from decreased demand in our outplacement business at Right Management; and

- a 10 basis point (-0.10%) decrease due to the unfavorable impact from changes in currency exchange rates; partially offset by

- a 10 basis point (0.10%) favorable impact from the 11.3% constant currency increase (15.5% as reported) in our permanent recruitment business.

The 7.2% increase in selling and administrative expenses in the second quarter of 2018 (3.0% in constant currency; 2.6% in organic constant currency) was primarily attributed to:

- a 21.2% increase in constant currency (26.1% as reported; 21.0% in organic constant currency) in consulting costs primarily related to certain technology projects, delivery model and other front-office centralization and back-office optimization;

- restructuring costs of $15.3 million incurred in the second quarter of 2018 compared to $10.5 million incurred in the second quarter of 2017;

- a 4.2% increase due to the impact of changes in currency exchange rates; and

- the additional recurring selling and administrative costs of $2.7 million incurred as a result of acquisitions in the Americas, Southern Europe and APME.

Selling and administrative expenses as a percent of revenues decreased 30 basis points (-0.30%) in the second quarter of 2018 compared to the second quarter of 2017 due to a 40 basis point (-0.40%) favorable impact from better expense leverage as a result of our strong focus on productivity and efficiency and a 10 basis point (-0.10%) favorable impact from changes in currency exchange rates, partially offset by a 10 basis point (0.10%) unfavorable impact due to the increase in restructuring costs and a 10 basis point (0.10%) unfavorable impact due to the consulting costs incurred in the second quarter of 2018.

Interest and other expenses are comprised of interest, foreign exchange gains and losses and other miscellaneous non-operating income and expenses. Interest and other expenses were $10.5 million in the second quarter of 2018 compared to $11.0 million in the second quarter of 2017. Net interest expense increased $1.2 million in the second quarter of 2018 to $11.9 million from $10.7 million in the second quarter of 2017 due to interest rates increasing. Miscellaneous income was $1.3 million in the second quarter of 2018 compared to miscellaneous expense of $0.1 million in the second quarter of 2017. The second quarter of 2018 included a gain on sale of investments partially offset by a loss on the change in fair value of the investments both held by our minority-owned Swiss franchise.

We recorded income tax expense at an effective rate of 27.5% in the second quarter of 2018 as compared to an effective rate of 36.5% in the second quarter of 2017. The 2018 rate was favorably impacted by the enactment of the Tax Act in December 2017. The 27.5% effective tax rate in the quarter was higher than the United States Federal statutory rate of 21%, and we currently expect an annual effective tax rate of approximately 27% to 28% due primarily to the French business tax.

Net earnings per share - diluted was $2.17 and $1.72 in the second quarter of 2018 and 2017, respectively. Foreign currency exchange rates favorably impacted net earnings per share - diluted by approximately $0.09 per share in the second quarter of 2018. Restructuring costs recorded in the second quarter of 2018 and 2017 negatively impacted net earnings per share - diluted by approximately $0.18 and $0.10 per share, net of tax, in the second quarter of 2018 and 2017, respectively.

Weighted average shares - diluted decreased 2.8% to 66.1 million in the second quarter of 2018 from 68.0 million in the second quarter of 2017. This decrease was due to the impact of share repurchases completed since the second quarter of 2017 and the full weighting of the repurchases completed in the second quarter of 2017, partially offset by shares issued as a result of exercises and vesting of share-based awards since the second quarter of 2017.

Operating Results - Six Months Ended June 30, 2018 and 2017

The following table presents selected consolidated financial data for the six months ended June 30, 2018 as compared to 2017.

| **(in millions, except per share data)** | **2018** | **2017** | **Variance** | **Constant Currency Variance** |
|---|---|---|---|---|
| Revenues from services | $ 11,179.3 | $ 9,932.0 | 12.6 % | 4.9% |
| Cost of services | 9,371.2 | 8,282.5 | 13.1 | 5.4 |
| Gross profit | 1,808.1 | 1,649.5 | 9.6 | 2.8 |
| *Gross profit margin* | *16.2%* | *16.6%* | | |
| Selling and administrative expenses | 1,446.0 | 1,326.4 | 9.0 | 2.4 |
| Operating profit | 362.1 | 323.1 | 12.0 | 4.6 |
| *Operating profit margin* | *3.2%* | *3.3%* | | |
| Interest and other expenses | 26.6 | 26.8 | (0.9) | |
| Earnings before income taxes | 335.5 | 296.3 | 13.2 | 5.6 |
| Provision for income taxes | 95.1 | 104.9 | (9.4) | |
| *Effective income tax rate* | *28.3%* | *35.4%* | | |
| Net earnings | $ 240.4 | $ 191.4 | 25.6 | 17.7 |
| Net earnings per share – diluted | $ 3.62 | $ 2.80 | 29.3 | 21.1 |
| Weighted average shares – diluted | 66.4 | 68.3 | (2.8)% | |

The year-over-year increase in revenues from services of 12.6% (4.9% in constant currency and 4.5% in organic constant currency) was attributed to:

- increased demand for services in several of our markets within Southern Europe and Northern Europe, where in constant currency revenues increased 8.4% (20.5% as reported) and 1.7% (11.5% as reported), respectively. This included a constant currency revenue increase in France of 5.5% (17.7% as reported) primarily due to the strong growth in our large client accounts within the staffing market and a 12.1% constant currency increase (25.2% as reported) in the permanent recruitment business. This increase also included a constant currency revenue increase in Italy of 16.2% (29.6% as reported) due to increased demand for our Manpower staffing services and a 11.4% constant currency increase (24.1% as reported) in the permanent recruitment business. We also experienced constant currency revenue growth in the United Kingdom, Germany, the Nordics, the Netherlands, Spain and Belgium of 1.0%, 0.6%, 1.2%, 1.4%, 12.8% and 3.4%, respectively (10.3%, 12.4%, 8.0%, 13.4%, 25.9% and 15.5%, respectively, as reported; 8.6% in organic constant currency in Spain);

- revenue increase in APME of 9.3% in constant currency (13.3% as reported) primarily due to an increase in our staffing/interim revenues, a 15.0% constant currency increase (19.4% as reported) in our permanent recruitment business; and

- our acquisitions in the Americas, Southern Europe, and APME, which added approximately 0.4% revenue growth to our consolidated results; and

- a 7.7% increase due to the impact of changes in currency exchange rates; partially offset by

- revenue decrease in the United States of 5.7% primarily driven by a decline in our Experis interim services, specifically within the IT sector because of decreased demand from a few larger clients, a decline in demand for our Manpower staffing services, and a decrease in our solutions business primarily related to non-recurrence of certain low-margin business within our MSP offering; and

- decreased demand for services at Right Management, where revenues decreased 12.8% in constant currency (-9.4% as reported), including a 14.9% constant currency decrease (-11.6% as reported) in our outplacement services as well as a 5.4% constant currency decrease (-1.7% as reported) in our talent management business.

The year-over-year 40 basis point (0.40%) decrease in gross profit margin was primarily attributed to:

- a 40 basis point (-0.40%) unfavorable impact from the decline in our staffing/interim margin in organic constant currency due to the decrease in the CICE payroll tax credit rate and business mix changes in various countries;
- a 10 basis point (-0.10%) decrease due to the unfavorable impact from changes in currency exchange rates; and
- a 10 basis point (-0.10%) unfavorable impact from decreased demand in our outplacement business at Right Management; partially offset by
- a 10 basis point (0.10%) favorable impact from the 11.5% constant currency increase (18.2% as reported) in our permanent recruitment business; and
- a 10 basis point (0.10%) favorable impact as a result of our acquisitions in the Americas, Southern Europe, and APME.

The 9.0% increase in selling and administrative expenses for the six months ended June 30, 2018 (2.4% in constant currency; 1.9% in organic constant currency) was primarily attributed to:

- a 24.5% increase in constant currency (32.3% as reported; 24.3% in organic constant currency) in consulting costs primarily related to certain technology projects, delivery model and other front-office centralization and back-office optimization;
- restructuring costs of $39.3 million incurred in the first half of 2018 compared to $34.5 million incurred in the first half of 2017;
- a 6.6% increase due to the impact of changes in currency exchange rates; and
- the additional recurring selling and administrative costs of $6.3 million incurred as a result of acquisitions in the Americas, Southern Europe and APME; partially offset by
- a 4.6% constant currency decrease (increase of 1.2% as reported) in organic variable incentive costs due to a decline in profitability in certain markets.

Selling and administrative expenses as a percent of revenues decreased 50 basis points (0.50%) in the six months ended June 30, 2018 compared to 2017 due to a 50 basis point (-0.50%) favorable impact from better expense leverage as a result of our strong focus on productivity and efficiency, a 10 basis point (-0.10%) favorable impact from changes in currency exchange rates, and a 10 basis point (-0.10%) favorable impact due to the decrease in organic variable incentive costs, partially offset by a 20 basis point (0.20%) unfavorable impact due to the consulting costs incurred in the first half of 2018.

Interest and other expenses were $26.6 million for the six months ended June 30, 2018 compared to $26.8 million for the six months ended June 30, 2017. Net interest expense increased $2.7 million for the six months ended June 30, 2018 to $24.3 million from $21.6 million for the six months ended June 30, 2017 due to interest rates increasing. Miscellaneous expenses decreased to $2.5 million for the six months ended June 30, 2018 from $4.9 million for the six months ended June 30, 2017. The first half of 2018 included a gain on sale of investments partially offset by a loss on the change in fair value of the investments both held by our minority-owned Swiss franchise. The first half of 2017 included a loss on an investment.

We recorded income tax expense at an effective rate of 28.3% for the six months ended June 30, 2018 as compared to an effective rate of 35.4% for the six months ended June 30, 2017. The 2018 rate was favorably impacted by the enactment of the Tax Act. The 28.3% effective tax rate in the quarter was higher than the United States Federal statutory rate of 21% due primarily to the French business tax.

Net earnings per share - diluted was $3.62 and $2.80 for the six months ended June 30, 2018 and 2017, respectively. Foreign currency exchange rates negatively impacted net earnings per share - diluted by approximately $0.23 per share for the six months ended June 30, 2018. Restructuring costs recorded in the six months ended June 30, 2018 negatively impacted net earnings per share - diluted by approximately $0.45 and $0.41 per share, net of tax, for the six months ended June 30, 2018 and 2017, respectively.

Weighted average shares - diluted decreased 2.8% to 66.4 million for the six months ended June 30, 2018 from 68.3 million for the six months ended June 30, 2017. This decrease was due to the impact of share repurchases completed since the second quarter of 2017 and the full weighting of the repurchases completed in the first half of 2017, partially offset by shares issued as a result of exercises and vesting of share-based awards since the second quarter of 2017.

Segment Operating Results

*Americas*

In the Americas, revenues from services decreased 0.4% (increase of 1.9% in constant currency and 1.0% in organic constant currency) in the second quarter of 2018 compared to 2017. In the United States, revenues from services decreased 4.6% in the second quarter of 2018 compared to 2017, primarily driven by a decline in our Experis interim services, specifically within the IT sector because of decreased demand from a few larger clients, a decline in demand for our Manpower staffing services, and a decrease in our solutions business primarily related to non-recurrence of certain low-margin business within our MSP offering. In Other Americas, revenues from services increased 6.9% (13.1% in constant currency and 10.8% in organic currency) in the second quarter of 2018 compared to 2017. We experienced constant currency revenue growth in Mexico, Canada, Argentina, Colombia, Peru and Brazil of 8.7%, 6.5%, 19.4%, 16.2%, 4.9% and 17.6%, respectively (4.0%, 10.8%, -19.1%, 19.6%, 5.0% and 4.8%, respectively, as reported). The constant currency increase in Argentina was primarily due to inflation. There has been a steady devaluation of the Argentine peso relative to the United States dollar in the last few years. As of July 1, 2018, the Argentina economy has been designated as highly-inflationary and will be treated as such for accounting purposes starting in the third quarter of 2018. We do not expect this designation to have a material impact on our Consolidated Financial Statements.

In the Americas, revenues from services decreased 0.4% (increase of 0.6% in constant currency and -0.2% in organic constant currency) in the six months ended June 30, 2018 compared to 2017. In the United States, revenues from services decreased 5.7% in the six months ended June 30, 2018 compared to 2017, primarily driven by a decline in our Experis interim services, specifically within the IT sector because of decreased demand from a few larger clients, a decline in demand for our Manpower staffing services, and a decrease in our solutions business, primarily related to non-recurrence of certain low-margin business within our MSP offering. In Other Americas, revenues from services increased 9.1% (11.9% in constant currency and 9.5% in organic currency) in the six months ended June 30, 2018 compared to 2017. We experienced constant currency revenue growth in Mexico, Canada, Argentina, Colombia and Peru of 9.8%, 2.1%, 16.6%, 13.4% and 3.2%, respectively (11.5%, 6.5%, -14.2%, 16.3% and 4.0%, respectively, as reported). The increase in Argentina is primarily due to inflation.

Gross profit margin decreased in both the second quarter and first half of 2018 compared to 2017 as a result of the decline in the staffing/interim margin in the United States, due to the non-recurrence of certain prior year reductions related to workers compensation and health care costs in the United States, partially offset by an increase of 3.5% and 1.4%, respectively (4.7% and 2.0%, respectively, in constant currency) in the permanent recruitment business.

In the second quarter and first half of 2018, selling and administrative expenses decreased 5.1% and 4.1%, respectively (-3.2% and -3.1%, respectively, in constant currency; -3.8% in organic constant currency for both the second quarter and first half of 2018), due primarily to strong cost management and a decline in salary-related expenses as a result of lower headcount in the United States and a decrease in restructuring costs to zero and $0.3 million in the second quarter and first half of 2018, respectively, from $6.3 million for both the second quarter and first half of 2017. These decreases were partially offset by increased consulting costs related to certain technology projects and back-office and delivery-model optimization activities and the additional recurring selling and administrative costs incurred as a result of an acquisition in Other Americas.

Operating Unit Profit (“OUP”) margin in the Americas was 5.4% for both the second quarter of 2018 and 2017. In the United States, OUP margin decreased to 6.0% in the second quarter of 2018 from 6.6% in 2017 due to the decline in the gross profit margin, partially offset by the decrease in restructuring costs and strong cost management. Other Americas OUP margin increased to 4.5% in the second quarter of 2018 compared to 3.4% in 2017 due to improved operating leverage on increased revenues.

OUP margin in the Americas was 4.8% and 4.6% for the six months ended June 30, 2018 and 2017, respectively, due to the expansion of the United States margin. In the United States, OUP margin decreased to 5.2% in the six months ended June 30, 2018 from 5.3% in 2017 due to the decline in the gross profit margin, partially offset by the decrease in restructuring costs. Other Americas OUP margin increased to 4.2% in the six months ended June 30, 2018 from 3.4% due to improved operational leverage, as we were able to support an increase in revenues without a similar increase in expenses, partially offset by the restructuring costs incurred in the first half of 2018.

*Southern Europe*

In Southern Europe, which includes operations in France and Italy, revenues from services increased 14.0% (5.8% in constant currency) in the second quarter of 2018 compared to 2017. In the second quarter of 2018, revenues from services increased 11.5% (3.1% in constant currency) in France (which represents 62% of Southern Europe’s revenues) and increased 20.9% (11.8% in constant currency) in Italy (which represents 18% of Southern Europe’s revenues). The increase in France is primarily due to the growth in client accounts within the staffing market and an increase in our permanent recruitment business of 17.9% (9.0% in constant currency). After adjusting for billing days, our constant currency revenue growth in France was 3% in the second quarter of 2018 compared to 9% in the first quarter of 2018 due to softer demand, as economic indicators suggested that the national economy saw a slight decline in the rate of expansion. The increase in Italy was due to increased demand for our Manpower staffing services and a 17.7% increase (9.0% in constant currency) in the permanent recruitment business. In Other Southern Europe, revenues from services increased 15.9% (9.3% in constant currency, 9.0% in organic constant currency) during the second quarter of 2018 compared to 2017, primarily due to increased demand for our Manpower staffing services, the 18.0% increase (9.1% in constant currency; 8.3% in organic constant currency) in Spain, the increase in our permanent recruitment business of 27.5% (21.2% in constant currency) and an increase in our ManpowerGroup Solutions business.

Revenues from services increased 20.5% (8.4% in constant currency) in the six months ended June 30, 2018 compared to 2017. In the six months ended June 30, 2018, revenues from services increased 17.7% (5.5% in constant currency) in France and increased 29.6% (16.2% in constant currency) in Italy. The increase in France is primarily due to the strong growth in our large client accounts within the staffing market and an increase in our permanent recruitment business of 12.1% (25.2% in constant currency). The increase in Italy is due to increased demand for our Manpower staffing services and a 24.1% increase (11.4% in constant currency) in the permanent recruitment business. In Other Southern Europe, revenues from services increased 21.4% (10.7% in constant currency, 9.2% in organic constant currency) during the six months ended June 30, 2018 compared to 2017, primarily due to increased demand for our Manpower staffing services, the 25.9% increase (12.8% in constant currency; 8.6% in organic constant currency) in Spain, the increase in our permanent recruitment business of 39.2% (27.6% in constant currency) and an increase in our ManpowerGroup Solutions business.

Gross profit margin decreased in both the second quarter and first half of 2018 compared to 2017 primarily due to a decrease in France's staffing/interim margin as a result of the decrease in the CICE payroll tax credit rate and a decrease in Italy's Manpower staffing margin primarily due to business mix changes and pricing pressures. These decreases were partially offset by an increase in the second quarter and first half of 21.1% and 29.7%, respectively (13.2% and 17.2%, respectively, in constant currency), in our permanent recruitment business.

Selling and administrative expenses increased 14.5% (6.3% in constant currency; 6.2% in organic constant currency) during the second quarter of 2018 compared to 2017 and 20.0% (7.8% in constant currency; 7.5% in organic constant currency) during the six months ended June 30, 2018 compared to 2017. The increases are primarily due to an increase in organic salary-related expenses, as a result of higher headcount, restructuring costs of $2.3 million and $5.4 million, respectively, in the second quarter and first half of 2018, non-personnel related costs to support the increase in revenues, and the additional recurring selling and administrative costs incurred as a result of the acquisitions in Spain.

OUP margin in Southern Europe was 5.0% for the second quarter of 2018 compared to 5.2% for 2017. In France, the OUP margin decreased to 4.8% for the second quarter of 2018 from 5.2% in 2017, primarily due to the decline in the gross profit margin and an increase in expenses as we invest to support higher growth. In Italy, the OUP margin decreased to 7.2% for the second quarter of 2018 from 7.5% for 2017, primarily due to the decline in the gross profit margin and the restructuring costs incurred in the second quarter of 2018, partially offset by improved operational leverage, as we were able to support an increase in revenues without a similar increase in expenses. Other Southern Europe's OUP margin increased to 3.5% for the second quarter of 2018 from 3.0% in 2017, due to improved operational leverage, as we were able to support an increase in revenues without a similar increase in expenses, an increase in the gross profit margin, partially offset by the restructuring costs incurred in the second quarter of 2018.

OUP margin in Southern Europe was 4.6% for the six months ended June 30, 2018 compared to 4.9% for 2017. In France, the OUP margin decreased to 4.5% for the six months ended June 30, 2018 from 4.9% for 2017, primarily due to the decline in the gross profit margin and an increase in expenses as we invest to support higher growth. In Italy, the OUP margin decreased to 6.7% for the six months ended June 30, 2018 from 6.9% for 2017, due to the decline in the gross profit margin and the restructuring costs incurred in the first half of 2018, partially offset by improved operational leverage, as we were able to support an increase in revenues without a similar increase in expenses. Other Southern Europe's OUP margin increased to 3.3% for the six months ended June 30, 2018 from 3.2% for 2017, due to the increase in the gross profit margin, partially offset by the restructuring costs incurred in the first half of 2018.

*Northern Europe*

In Northern Europe, which includes operations in the United Kingdom, Germany, the Nordics, the Netherlands and Belgium (representing 30%, 21%, 20%, 13%, and 8%, respectively, of Northern Europe's revenues), revenues from services increased 8.7% (2.2% in constant currency) in the second quarter of 2018 compared to 2017. We experienced revenue growth in the United Kingdom, Germany, the Nordics, the Netherlands and Belgium of 9.4%, 8.2%, 6.8%, 7.5% and 11.8% (3.0%, -0.1%, 2.6%, -0.7% and 3.4%, respectively, in constant currency). The Northern Europe revenue increase is due to increased demand for our staffing/interim services, growth in our solutions business and a 16.8% (10.3% in constant currency) increase in our permanent recruitment business.

Revenues from services increased 11.5% (1.7% in constant currency) in the six months ended June 30, 2018 compared to 2017. We experienced revenue growth in the United Kingdom, Germany, the Nordics, the Netherlands and Belgium of 10.3%, 12.4%, 8.0%, 13.4% and 15.5% (1.0%, 0.6%, 1.2%, 1.4% and 3.4%, respectively, in constant currency). The Northern Europe revenue increase is due to growth in our solutions business, increased demand for our Manpower staffing services and a 21.2% (11.0% in constant currency) increase in our permanent recruitment business.

Gross profit margin was flat in the second quarter of 2018 compared to 2017 as the decline in our staffing/interim margin, primarily as a result of business mix changes, was offset by an increase in our permanent recruitment business and our higher-margin solutions business.

Gross profit margin decreased in the first half of 2018 compared to 2017 due to the decline in our staffing/interim margin, primarily as a result of business mix changes and higher sickness rates in Germany, the Netherlands and Belgium in the first quarter of 2018, partially offset by increases in our permanent recruitment business and our higher-margin solutions business.

Selling and administrative expenses increased 15.4% (8.3% in constant currency) in the second quarter of 2018 compared to 2017. Selling and administrative expenses increased 13.7% (3.4% in constant currency) in the first half of 2018 compared to 2017. The increases are due primarily to the increases in restructuring costs to $13.2 million and $33.3 million, respectively, in the second quarter and first half of 2018 from $1.2 million and $23.8 million, respectively, in the second quarter and first half of 2017. The 2018 restructuring costs related to delivery model and other front-office centralization activities as well as back-office optimization activities primarily in the United Kingdom, Germany, the Netherlands, Norway and Belgium. Excluding the restructuring costs, selling and administrative expenses increased 8.8% and 11.9%, respectively, in the second quarter and first half of 2018 (1.9% and 1.7%, respectively, in constant currency) due to an increase in consulting costs related to certain technology projects, front-office centralization and back-office optimization activities.

OUP margin for Northern Europe for the second quarter of 2018 decreased to 1.8% compared to 2.6% in 2017. OUP margin for the first half of 2018 decreased to 1.5% compared to 1.8% in 2017. The decreases were due to the increase in restructuring costs.

*APME*

In APME, revenues from services increased 12.6% (10.4% in constant currency and 9.4% in organic constant currency) in the second quarter of 2018 compared to 2017. In Japan (which represents 31% of APME’s revenues), revenues from services increased 5.1% (3.3% in constant currency) due to the increased demand for our Manpower staffing services and a 29.0% increase (26.7% in constant currency) in our permanent recruitment business, and an increase in our solutions business, partially offset by the unfavorable impact of one fewer billing day in the quarter. In Australia (which represents 20% of APME’s revenues), revenues from services increased 9.8% (9.0% in constant currency) due to the increased demand for our Manpower staffing services and a 10.9% increase (10.3% in constant currency) in our permanent recruitment business. The constant currency revenue increase in the remaining markets in APME is due to increased demand for our Manpower staffing services, mostly in India, Greater China, Thailand, Singapore and Malaysia and an increase in our permanent recruitment businesses.

Revenues from services increased 13.3% (9.3% in constant currency and 8.3% in organic constant currency) in the six months ended June 30, 2018 compared to 2017. In Japan and Australia, revenues from services increased 6.0% and 7.6%, respectively (2.6% and 5.4%, respectively, in constant currency). The increase in Japan is due to the increased demand for our Manpower staffing services and a 27.8% increase (23.8% in constant currency) in our permanent recruitment business. The increase in Australia is due to the increase in our Manpower staffing business and a 12.8% increase (10.1% in constant currency) in our permanent recruitment business. The constant currency revenue increase in the remaining markets in APME is due to increased demand for our Manpower staffing services, mostly in India, Greater China, Thailand, Singapore and Malaysia and an increase in our permanent recruitment businesses.

Gross profit margin increased in both the second quarter and first half of 2018 compared to 2017 due to the increase in our permanent recruitment business of 19.1% and 19.4% (16.2% and 15.0% in constant currency), respectively, and margin increase in our solutions business.

Selling and administrative expenses increased 12.7% (10.2% in constant currency) in the second quarter of 2018 compared to 2017. Selling and administrative expenses increased 11.4% (7.5% in constant currency) in the six months ended June 30, 2018 compared to 2017. The increase is due to the increase in salary-related costs because of higher headcount to support the increase in revenues.

OUP margin for APME was 4.1% in the second quarter of 2018 compared to 3.6% in 2017. OUP margin was 3.8% in the six months ended June 30, 2018 compared to 3.4% in 2017. The increases were due to improved operating leverage on increased revenues.

*Right Management*

Revenues from services decreased 8.3% (-10.5% in constant currency) in the second quarter of 2018 compared to 2017. The decrease is primarily due to the 8.9% decrease (-11.2% in constant currency) in our outplacement services as we experienced softer demand in our Americas and Asian markets due to the counter-cyclical nature of this business. Our talent management business decreased 6.5% (-8.3% in constant currency) in the second quarter of 2018 compared to 2017 due mostly to softening demand in our Americas and European markets.

Revenues from services decreased 9.4% (-12.8% in constant currency) in the six months ended June 30, 2018 compared to 2017. The decrease is primarily due to the decrease of 11.6% (-14.9% in constant currency) in our outplacement services as we experienced softer demand in most of our markets due to the counter-cyclical nature of this business. Our talent management business decreased 1.7% (-5.4% in constant currency) in the six months ended June 30, 2018 compared to 2017 due mostly to softening demand in our Americas markets.

Gross profit margin increased in the second quarter of 2018 compared to 2017 due to the increase in our outplacement business gross profit margin, partially offset by the change in business mix as the higher-margin outplacement business represented a lower percentage of the revenues mix and the decrease in the talent management business gross profit margin.

Gross profit margin decreased in the first half of 2018 compared to 2017 primarily due to the change in business mix as the higher-margin outplacement business represented a lower percentage of the revenues mix and the decrease in the talent management business gross profit margin.

Selling and administrative expenses decreased 17.1% (-19.0% in constant currency) in the second quarter of 2018 compared to 2017 and decreased 13.3% (-16.4% in constant currency) in the six months ended June 30, 2018 compared to 2017. The decreases are primarily due to reduced compensation-related expenses, such as salaries and variable-incentive costs, due to lower headcount. The decrease for the six months ended June 30, 2018 compared to 2017 was partially offset by the restructuring costs incurred in the first quarter of 2018.

OUP margin for Right Management increased to 19.9% in the second quarter of 2018 from 14.8% in 2017 due to improved operational leverage and the increase in gross profit margin.

OUP margin increased to 16.5% in the six months ended June 30, 2018 from 15.3% in 2017 due to improved operational leverage, partially offset by the decline in the gross profit margin and the restructuring costs incurred in the first quarter of 2018.

Financial Measures

*Constant Currency and Organic Constant Currency Reconciliation*

Changes in our financial results include the impact of changes in foreign currency exchange rates and acquisitions. We provide “constant currency” and “organic constant currency” calculations in our quarterly report to remove the impact of these items. We express year-over-year variances that were calculated in constant currency and organic constant currency as a percentage.

When we use the term “constant currency,” it means that we have translated financial data for a period into United States Dollars using the same foreign currency exchange rates that we used to translate financial data for the previous period. We believe that this calculation is a useful measure, indicating the actual growth of our operations. We use constant currency results in our analysis of subsidiary or segment performance. We also use constant currency when analyzing our performance against that of our competitors. Substantially all of our 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. Changes in foreign currency exchange rates primarily impact reported earnings and not our actual cash flow unless earnings are repatriated.

When we use the term “organic constant currency,” it means that we have further removed the impact of acquisitions in the current period and dispositions from the prior period from our constant currency calculation. We believe that this calculation is useful because it allows us to show the actual growth of our pre-existing business.

The constant currency and organic constant currency financial measures are used to supplement those measures that are in accordance with United States Generally Accepted Accounting Principles (“GAAP”). These Non-GAAP financial measures may not provide information that is directly comparable to that provided by other companies in our industry, as other companies may calculate such financial results differently. These Non-GAAP financial measures are not measurements of financial performance under GAAP, and should not be considered as alternatives to measures presented in accordance with GAAP.

A reconciliation of these Non-GAAP percentage variances to those calculated based on our GAAP financial results is provided below:

| | **3 Months Ended June 30, 2018 Compared to 2017** | | | | | |
|---|---|---|---|---|---|---|
| | Reported Amount[(a)] | Reported Variance | Impact of Currency | Constant Currency Variance | Impact of Acquisitions (In Constant Currency) | Organic Constant Currency Variance |
| Revenues from services: | | | | | | |
| Americas: | | | | | | |
| United States | $ 640.5 | (4.6)% | — % | (4.6)% | —% | (4.6)% |
| Other Americas | 412.0 | 6.9 | (6.2) | 13.1 | 2.3 | 10.8 |
| | 1,052.5 | (0.4) | (2.3) | 1.9 | 0.9 | 1.0 |
| Southern Europe: | | | | | | |
| France | 1,512.5 | 11.5 | 8.4 | 3.1 | — | 3.1 |
| Italy | 443.0 | 20.9 | 9.1 | 11.8 | — | 11.8 |
| Other Southern Europe | 478.5 | 15.9 | 6.6 | 9.3 | 0.3 | 9.0 |
| | 2,434.0 | 14.0 | 8.2 | 5.8 | 0.1 | 5.7 |
| Northern Europe | 1,393.2 | 8.7 | 6.5 | 2.2 | — | 2.2 |
| APME | 724.8 | 12.6 | 2.2 | 10.4 | 1.0 | 9.4 |
| Right Management | 52.4 | (8.3) | 2.2 | (10.5) | — | (10.5) |
| Consolidated | $ 5,656.9 | 9.3 | 4.8 | 4.5 | 0.3 | 4.2 |
| Gross Profit | $ 922.7 | 7.1 | 4.3 | 2.8 | 0.5 | 2.3 |
| Selling and Administrative Expenses | $ 714.4 | 7.2 | 4.2 | 3.0 | 0.4 | 2.6 |
| Operating Profit | $ 208.3 | 6.7 | 4.5 | 2.2 | 0.8 | 1.4 |

(a) In millions for the three months ended June 30, 2018.

| | 6 Months Ended June 30, 2018 Compared to 2017 | | | | | |
|---|---|---|---|---|---|---|
| | Reported Amount[(a)] | Reported Variance | Impact of Currency | Constant Currency Variance | Impact of Acquisitions (In Constant Currency) | Organic Constant Currency Variance |
| Revenues from services: | | | | | | |
| Americas: | | | | | | |
| United States | $ 1,256.8 | (5.7)% | — % | (5.7)% | —% | (5.7)% |
| Other Americas | 818.3 | 9.1 | (2.8) | 11.9 | 2.4 | 9.5 |
| | 2,075.1 | (0.4) | (1.0) | 0.6 | 0.8 | (0.2) |
| Southern Europe: | | | | | | |
| France | 2,936.5 | 17.7 | 12.2 | 5.5 | — | 5.5 |
| Italy | 856.6 | 29.6 | 13.4 | 16.2 | — | 16.2 |
| Other Southern Europe | 952.9 | 21.4 | 10.7 | 10.7 | 1.5 | 9.2 |
| | 4,746.0 | 20.5 | 12.1 | 8.4 | 0.3 | 8.1 |
| Northern Europe | 2,810.8 | 11.5 | 9.8 | 1.7 | — | 1.7 |
| APME | 1,445.0 | 13.3 | 4.0 | 9.3 | 1.0 | 8.3 |
| Right Management | 102.4 | (9.4) | 3.4 | (12.8) | — | (12.8) |
| Consolidated | $ 11,179.3 | 12.6 | 7.7 | 4.9 | 0.4 | 4.5 |
| | | | | | | |
| Gross Profit | $ 1,808.1 | 9.6 | 6.8 | 2.8 | 0.6 | 2.2 |
| Selling and Administrative Expenses | $ 1,446.0 | 9.0 | 6.6 | 2.4 | 0.5 | 1.9 |
| Operating Profit | $ 362.1 | 12.0 | 7.4 | 4.6 | 1.2 | 3.4 |

(a) In millions for the six months ended June 30, 2018.

## Liquidity and Capital Resources

Cash used to fund our operations is primarily generated through operating activities and is also provided by our existing credit facilities. We believe our available cash and existing credit facilities are sufficient to cover our cash needs for the foreseeable future. We assess and monitor our liquidity and capital resources globally. We use a global cash pooling arrangement, intercompany lending, and some local credit lines to meet funding needs and allocate our capital resources among our various entities. As of June 30, 2018, we had $459.5 million of cash held by foreign subsidiaries that was not available to fund domestic operations unless repatriated. We have historically made and anticipate future cash repatriations to the United States from certain foreign subsidiaries to fund domestic operations. With the enactment of the Tax Act in December 2017, we are no longer required to provide United States Federal income taxes on unremitted earnings of non-United States subsidiaries. However, we do record deferred tax liabilities related to non-United States withholding taxes on unremitted earnings that are not considered permanently invested.

Cash provided by operating activities was $175.6 million during the six months ended June 30, 2018 compared to $148.0 million during the six months ended June 30, 2017. Changes in operating assets and liabilities utilized $114.8 million of cash during the six months ended June 30, 2018 compared to $135.0 million during the six months ended June 30, 2017. These changes are primarily attributable to an increase in the net proceeds from the sale of our CICE payroll tax credits to $234.5 million (€190.9 million) in April 2018 from $143.5 million (€133.0 million) in March 2017. This increase is partially offset by the contingent consideration of $24.1 million paid during the first half of 2018 in excess of the original liability recorded at acquisition date as well as the timing of collections and payments.

Net accounts receivable decreased to $5,363.9 million as of June 30, 2018 from $5,370.5 million as of December 31, 2017. This decrease is due to changes in currency exchange rates. At constant exchange rates, the June 30, 2018 balance would have been approximately $135.5 million higher than reported. Days Sales Outstanding ("DSO") increased by approximately 3.0 days from December 31, 2017 due to unfavorable mix changes, with higher growth in countries with a higher average DSO, and partly as a result of delayed payments at quarter end due to the month end being on a weekend.

Capital expenditures were $26.8 million for the six months ended June 30, 2018 compared to $25.5 million for the six months ended June 30, 2017. These expenditures were primarily comprised of purchases of computer equipment, office furniture and other costs related to office openings and refurbishments, as well as capitalized software costs. The increase in 2018 compared to 2017 is primarily due to increased technology investment and the timing of capital expenditures in 2018.

From time to time, we acquire and invest in companies throughout the world, including franchises. For the six months ended June 30, 2018, the total cash consideration for acquisitions, net of cash acquired, was $47.4 million, the majority of which took place in the Netherlands. This balance includes initial acquisition payments of $8.2 million and contingent consideration payments of $39.2 million ($15.1 million of which was recognized as a liability at the acquisition date). During the six months ended June 30, 2017, the total cash consideration for acquisitions, net of cash acquired, was $34.1 million, which includes initial acquisition payments of $21.2 million and contingent consideration related to previous acquisitions of $12.9 million, of which $10.3 million was related to our 2015 acquisition of 7S Group GmbH ("7S") in Germany.

Cash provided by net debt borrowings was $170.7 million in the six months ended June 30, 2018 compared to net debt repayments of $4.4 million in the six months ended June 30, 2017.

On June 22, 2018, we offered and sold €500.0 million aggregate principal amount of the Company’s 1.750% notes due June 22, 2026 (the “€500.0 million notes”). The net proceeds from the €500.0 million notes of €495.7 million were used to repay our €350.0 million notes due June 22, 2018, with the remaining balance to be used for general corporate purposes, which may include share repurchases and the acquisition of or investment in complementary businesses or other assets. The €500.0 million notes were issued at a price of 99.564% to yield an effective interest rate of 1.809%. Interest on the €500.0 million notes is payable in arrears on June 22 of each year. The €500.0 million notes are unsecured senior obligations and will rank equally with all of the Company’s existing and future senior unsecured debt and other liabilities.

Our €400.0 million notes are due September 2022 (the "€400.0 million notes"). When the notes mature, we plan to repay the amounts with available cash, borrowings under our $600.0 million revolving credit facility or a new borrowing. The credit terms, including interest rate and facility fees, of any replacement borrowings will be dependent upon the condition of the credit markets at that time. We currently do not anticipate any problems accessing the credit markets should we decide to replace either the €400.0 million notes or the €500.0 million notes.

On June 18, 2018, we amended and restated our Five Year Credit Agreement (the “Amended Agreement”) with a syndicate of commercial banks, principally to revise the termination date of the facility from September 16, 2020 to June 18, 2023. The remaining material terms and conditions of the Amended Agreement are substantially similar to our Amended and Restated Five Year Credit Agreement dated September 16, 2015.

As of June 30, 2018, we had letters of credit totaling $0.5 million issued under our $600.0 million revolving credit facility. Additional borrowings of $599.5 million were available to us under the facility as of June 30, 2018.

The $600.0 million revolving credit agreement requires that we comply with a leverage ratio (Net Debt-to-Net Earnings before interest and other expenses, provision for income taxes, intangible asset amortization expense, depreciation and amortization expense ("EBITDA")) of not greater than 3.5 to 1 and a fixed charge coverage ratio of not less than 1.5 to 1. As defined in the agreement, we had a Net Debt-to-EBITDA ratio of 0.77 to 1 and a fixed charge coverage ratio of 5.29 to 1 as of June 30, 2018. Based on our current forecast, we expect to be in compliance with our financial covenants for the next 12 months.

In addition to the previously mentioned facilities, we maintain separate bank credit lines with financial institutions to meet working capital needs of our subsidiary operations. As of June 30, 2018, such credit lines totaled $314.0 million and additional borrowings of $255.8 million could have been made under these lines. Under the revolving credit agreement, total subsidiary borrowings cannot exceed $300.0 million in the first, second and fourth quarters, and $600.0 million in the third quarter of each year.

On May 4, 2018 and May 2, 2017, the Board of Directors declared a semi-annual cash dividend of $1.01 and $0.93 per share, respectively. The 2018 dividends were paid on June 15, 2018 to shareholders of record on June 1, 2018. The 2017 dividends were paid on June 15, 2017 to shareholders of record on June 1, 2017.

In August 2018, the Board of Directors authorized the repurchase of an additional 6.0 million shares of our common stock, with terms consistent with the previous authorization. This authorization was in addition to the July 2016 Board authorization to repurchase 6.0 million shares of our common stock, of which 1.8 million shares remained authorized for repurchase as of June 30, 2018. Share repurchases may be made from time to time through a variety of methods, including open market purchases, block transactions, privately negotiated transactions or similar facilities. During the first half of 2018, we repurchased a total of 1.0 million shares at a cost of $113.2 million. During the first half of 2017, we repurchased 1.1 million shares at a cost of $115.8 million.

We had aggregate commitments related to debt repayments, operating leases, severances and office closure costs, and certain other commitments of $2,353.8 million as of June 30, 2018 compared to $2,141.0 million as of December 31, 2017.

We also have entered into guarantee contracts and stand-by letters of credit totaling approximately $195.3 million and $201.9 million as of June 30, 2018 and December 31, 2017, respectively, which consist of $144.0 million and $149.3 million for guarantees, respectively, and $51.3 million and $52.6 million for stand-by letters of credit as of June 30, 2018 and December 31, 2017, respectively. Guarantees primarily relate to bank accounts, operating leases and indebtedness. The letters of credit relate to workers' compensation, operating leases and indebtedness. If certain conditions were met under these arrangements, we would be required to satisfy our obligations in cash. Due to the nature of these arrangements and our historical experience, we do not expect any significant payments under these arrangements. Therefore, they have been excluded from our aggregate commitments. The cost of these guarantees and letters of credit was $1.0 million for both the six months ended June 30, 2018 and 2017.

We recorded net restructuring costs of $39.3 million and $34.5 million during the six months ended June 30, 2018 and 2017, respectively, in selling and administrative expenses, primarily related to severances and office closures and consolidations in multiple countries and territories. During the six months ended June 30, 2018, we made payments of $20.3 million out of our restructuring reserve. We expect a majority of the remaining $32.5 million reserve will be paid by the end of 2018.

## Recently Issued Accounting Standards

See Note 2 to the Consolidated Financial Statements.

## Forward-Looking Statements

Statements made in this quarterly 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. The information in Item 1A. Risk Factors in our annual report on Form 10-K for the year ended December 31, 2017, which information 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 our actual results to differ materially from those contained in the forward-looking statements. Forward-looking statements can be identified by words such as "expect," "anticipate," "intend," "plan," "may," "believe," "seek," "estimate," and similar expressions. Some or all of the factors identified in our annual report on Form 10-K may be beyond our control. We caution 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 statements to reflect subsequent events or circumstances.

## Item 3 – Quantitative and Qualitative Disclosures About Market Risk

Our 2017 Annual Report on Form 10-K contains certain disclosures about market risks affecting us. There have been no material changes to the information provided which would require additional disclosures as of the date of this filing.

## Item 4 – Controls and Procedures

We maintain a set of disclosure controls and procedures that are designed to ensure that information required to be disclosed by us in the reports filed by us under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. We carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and our Executive Vice President and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures at a reasonable assurance level pursuant to Rule 13a-15 of the Exchange Act. Based on that evaluation, our Chief Executive Officer and our Executive Vice President and Chief Financial Officer concluded that, as of the end of the period covered by this report, our disclosure controls and procedures were effective at the reasonable assurance level.

There have been no changes in our internal control over financial reporting identified in connection with the evaluation discussed above that occurred during our last fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## PART II - OTHER INFORMATION

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

In July 2016, the Board of Directors authorized the repurchase of 6.0 million shares of our common stock. We conduct share repurchases from time to time through a variety of methods, including open market purchases, block transactions, privately negotiated transactions or similar facilities. As of June 30, 2018, there were 1.8 million shares remaining authorized for repurchase under the 2016 authorization. The following table shows the total number of shares repurchased during the second quarter of 2018.

**ISSUER PURCHASES OF EQUITY SECURITIES**

| | Total number of shares purchased | Average price paid per share | Total number of shares purchased as part of publicly announced plan | Maximum number of shares that may yet be purchased |
|---|---|---|---|---|
| April 1 - 30, 2018 | 216,889 | $ 97.13 | 216,889 | 2,195,521 |
| May 1 - 31, 2018 | 436,349 (1) | $ 96.25 | 436,349 | 1,759,172 |
| June 1 - 30, 2018 | — | $ — | — | 1,759,172 |
| Total | 653,238 | $ 96.54 | 653,238 | 1,759,172 |

(1) 5,361 shares of common stock withheld by ManpowerGroup to satisfy tax withholding obligations on shares acquired by certain officers in settlement of restricted stock.

In August 2018, the Board of Directors authorized the repurchase of an additional 6.0 million shares of our common stock.

Item 5 – Other Information

Audit Committee Approval of Audit-Related and Non-Audit Services

The Audit Committee of our Board of Directors has approved the following audit-related and non-audit services performed or to be performed for us by our independent registered public accounting firm, Deloitte & Touche LLP and affiliates, to date in 2018:

(a) preparation and/or review of tax returns, including sales and use tax, excise tax, income tax, local tax, property tax, and value-added tax;

(b) advice and assistance with respect to transfer pricing matters, as well as communicating with various taxing authorities regarding the requirements associated with royalties and inter-company pricing, and tax audits; and

(c) audit services with respect to certain procedures and certifications where required.

Compensatory Arrangements of Certain Officers

On August 2, 2018, ManpowerGroup Inc. (the “Company”) entered into a severance agreement with Ram Chandrashekar, Executive Vice President, Global Strategy and Talent. This severance agreement replaces a similar agreement scheduled to expire on October 29, 2018. The new severance agreement expires on the first to occur of (1) the date two years after the occurrence of a change of control of the Company or (2) August 2, 2021, if no such change of control occurs before August 2, 2021. Aside from the new term, the severance agreement is in substantially the same form as the severance agreement it replaces.

Item 6 – Exhibits

| | |
|---|---|
| 4.1 | Fiscal and Paying Agency Agreement between the Company and Citibank, N.A., London Branch, as Fiscal Agent, Principal Paying Agent and Registrar and Transfer Agent, dated as of June 22, 2018 (including the form of Note attached thereto as Schedule I), incorporated by reference to the Company's Current Report on Form 8-K dated June 18, 2018. |
| 10.1 | Severance Agreement between Ram Chandrashekar and the Company dated as of August 2, 2018. |
| 10.2 | Amended and Restated Five-Year Credit Agreement dated as of June 18, 2018 among the Company, a syndicate of lenders and Citibank, N.A., as Administrative Agent, incorporated by reference to the Company's Current Report on Form 8-K dated June 18, 2018. |
| 12.1 | Statement regarding Computation of Ratio of Earnings to Fixed Charges. |
| 31.1 | Certification of Jonas Prising, Chief Executive Officer, pursuant to Section 13a-14(a) of the Securities Exchange Act of 1934. |
| 31.2 | Certification of John T. McGinnis, Executive Vice President and Chief Financial Officer, pursuant to Section 13a-14(a) of the Securities Exchange Act of 1934. |
| 32.1 | Statement of Jonas Prising, Chief Executive Officer, pursuant to 18 U.S.C. ss. 1350. |
| 32.2 | Statement of John T. McGinnis, Executive Vice President and Chief Financial Officer, pursuant to 18 U.S.C. ss. 1350. |
| 101 | The following materials from the Company’s Quarterly Report on Form 10-Q for the quarter ended June 30, 2018, formatted in XBRL (Extensible Business Reporting Language): (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Operations, (iii) Consolidated Statements of Comprehensive Income, (iv) Consolidated Statements of Cash Flows, and (v) Notes to Consolidated Financial Statements. |

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

ManpowerGroup Inc.
(Registrant)

Date: August 3, 2018

/s/ John T. McGinnis
John T. McGinnis
Executive Vice President and Chief Financial Officer
(Signing on behalf of the Registrant and as the Principal Financial Officer and Principal Accounting Officer)

**Exhibit 10.1**

ManpowerGroup Inc.
100 Manpower Place
Milwaukee, Wisconsin 53212

August 2, 2018

Sriram Chandrashekar
President, Asia Pacific Middle East and
Executive Vice President, Operational Excellence and Information Technology
ManpowerGroup Inc.
100 Manpower Place
Milwaukee, WI 53212

Dear Ram:

ManpowerGroup 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 "Consolidated ManpowerGroup"). Accordingly, as an inducement for you to continue your employment in order to assure the continued availability of your services to the Consolidated ManpowerGroup, we have agreed as follows:

1. Definitions. For purposes of this letter agreement:

(a) Benefit Plans. "Benefit Plans" means all benefits of employment generally made available to executives of the Corporation from time to time.

(b) Cause. Termination by the Consolidated ManpowerGroup of your employment with the Consolidated ManpowerGroup for "Cause" will mean termination upon (i) your repeated failure to perform your duties with the Consolidated ManpowerGroup in a competent, diligent and satisfactory manner as determined by the Corporation's Chief Executive Officer in his reasonable judgment, (ii) failure or refusal to follow the reasonable instructions or direction of the Corporation's Chief Executive Officer, which failure or refusal remains uncured, if subject to cure, to the reasonable satisfaction of the Corporation's Chief Executive Officer for five (5) business days after receiving notice thereof from the Corporation's Chief Executive Officer, or repeated failure or refusal to follow the reasonable instructions or directions of the Corporation's Chief Executive Officer, (iii) any act by you of fraud, material dishonesty or material disloyalty involving the Consolidated ManpowerGroup, (iv) any violation by you of a Consolidated ManpowerGroup policy of material import (including, but not limited to, the Code of Business Conduct and Ethics, the Statement of Policy on Securities Trading, the Anti-Corruption Policy, Policy on Gifts, Entertainment and Sponsorships and policies included in the Employee Handbook), (v) any act by you of moral turpitude which is likely to result in discredit to or loss of business, reputation or goodwill of the Consolidated ManpowerGroup, (vi) your chronic absence from work other than by reason of a serious health condition, (vii) your commission of a crime the circumstances of which substantially relate to your employment duties with the Consolidated ManpowerGroup, or (viii) the willful engaging by you in conduct which is demonstrably and materially injurious to the Consolidated ManpowerGroup. For purposes of this Subsection 1(b), 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.

(c) 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 (as defined in Sections 13(d)(3) and 14(d)(2) of the Securities Exchange Act of 1934, as amended (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) the consummation of 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 merger or consolidation in substantially the same proportions as their ownership, immediately prior to such merger or consolidation, of the Corporation’s then outstanding common stock or then outstanding voting securities, as the case may be; or

(iii) the consummation of any liquidation or dissolution of the Corporation or a 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 agreement, 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 agreement 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 agreement, 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-12(c); or

(v) 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 letter agreement, shall thereafter be referred to within this letter agreement as the Corporation.

(d) Good Reason. "Good Reason" will mean, without your consent, the occurrence of any one or more of the following during the Term:

(i) any material breach of any material obligation of any member of the Consolidated ManpowerGroup for the payment or provision of compensation or other benefits to you;

(ii) a material diminution in your base salary;

(iii) a material diminution in your authority, duties or responsibilities, accompanied by a material reduction in your target bonus opportunity for a given fiscal year (as compared to the prior fiscal year), except where all senior level executives have similar proportionate reductions in their target bonus percentages;

(iv) a material diminution in your authority, duties or responsibilities which is not accompanied by a material reduction in your target bonus opportunity but which diminution occurs within two years after the occurrence of a Change of Control; or

(v) a material reduction in your annual target bonus opportunity for a given fiscal year (as compared to the prior fiscal year) which is not accompanied by a material diminution in your authority, duties or responsibilities, but which reduction occurs within two years after the occurrence of a Change of Control.

Notwithstanding Subsections 1(d)(i) - (v) above, Good Reason does not exist unless (i) you object to any material diminution or breach described above by written notice to the Corporation within twenty (20) business days after such diminution or breach occurs, (ii) the Corporation fails to cure such diminution or breach within thirty (30) days after such notice is given and (iii) your employment with the Consolidated ManpowerGroup is terminated by you within ninety (90) days after such diminution or breach occurs. Further, notwithstanding Subsections 1(d)(i)-v), above, Good Reason does not exist if, at a time that is not during a Protected Period or within two years after the occurrence of a Change of Control, the Corporation's Chief Executive Officer, in good faith and with a reasonable belief that the reassignment is in the best interest of the Consolidated ManpowerGroup, reassigns you to another senior executive level position in the Consolidated ManpowerGroup provided that your base compensation (either base salary or target bonus opportunity for any year ending after the date of reassignment) is not less than such base salary or target bonus opportunity in effect prior to such reassignment for the year in which such reassignment occurs.

(e) 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 agreement 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.

(f) 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 Consolidated ManpowerGroup.

(g) Protected Period. The “Protected Period” shall be a period of time determined in accordance with the following:

(i) if a Change of Control is triggered by an acquisition of shares of common stock of the Corporation pursuant to a tender offer, the Protected Period shall commence on the date of the initial tender offer and shall continue through and including the date of the Change of Control, provided that in no case will the Protected Period commence earlier than the date that is six months prior to the Change of Control;

(ii) if a Change of Control is triggered by a merger or consolidation of the Corporation with any other corporation, the Protected Period shall commence on the date that serious and substantial discussions first take place to effect the merger or consolidation and shall continue through and including the date of the Change of Control, provided that in no case will the Protected Period commence earlier than the date that is six months prior to the Change of Control; and

(iii) in the case of any Change of Control not described in Subsections 1(g)(i) or (ii), above, the Protected Period shall commence on the date that is six months prior to the Change of Control and shall continue through and including the date of the Change of Control.

(h) Term. The “Term” will be a period beginning on the date of this letter agreement indicated above and ending on the first to occur of the following: (a) the date which is the two-year anniversary of the occurrence of a Change of Control; (b) the date which is the three year anniversary of the date of this letter agreement indicated above if no Change of Control occurs between the date of this letter agreement indicated above and such three year anniversary; or (c) the Date of Termination.

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 Corporation is terminated by the Corporation for Cause or by you other than for Good Reason, the Corporation will pay or provide you with (i) your unpaid bonus, if any, attributable to any complete fiscal year of the Consolidated ManpowerGroup ended before the Date of Termination (but no incentive bonus will be payable for the fiscal year in which termination occurs), and (ii) all benefits to which you are entitled under any Benefit Plans in accordance with the terms of such plans. The Consolidated ManpowerGroup will have no further obligations to you.

(b) Termination by Reason of Disability or Death. If your employment with the Consolidated ManpowerGroup terminates during the Term by reason of your disability or death, the Corporation will pay or provide you with (i) your unpaid bonus, if any, attributable to any complete fiscal year of the Consolidated ManpowerGroup ended before the Date of Termination, (ii) a bonus for the fiscal year during which the Date of Termination occurs equal to your target annual bonus for the fiscal year in which the Date of Termination occurs, but prorated for the actual number of days you were employed during such fiscal year, payable within sixty days after the Date of Termination, and (iii) all benefits to which you are entitled under any Benefit Plans in accordance with the terms of such plans. For purposes of this letter agreement, “disability” means that you are, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Corporation or the Consolidated ManpowerGroup. The Consolidated ManpowerGroup will have no further obligations to you.

(c) Termination for Any Other Reason - Other than in a Change of Control. If your employment with the Consolidated ManpowerGroup is terminated during the Term for any reason not specified in Subsections 2(a) or (b), above, and Subsection 2(d), below, does not apply to the termination, you will be entitled to the following:

(i) the Corporation will pay you, your unpaid bonus, if any, attributable to any complete fiscal year of the Consolidated ManpowerGroup ended before the Date of Termination;

(ii) the Corporation will pay you, a bonus for the fiscal year during which the Date of Termination occurs equal in amount to the bonus you would have received for the full fiscal year had your employment not terminated, determined by the actual financial results of the Corporation at year-end towards any non-discretionary financial goals and by basing any discretionary component at the target level of such component; provided, however, that such bonus will be prorated for the actual number of days you were employed during the fiscal year during which the Date of Termination occurs;

(iii) the Corporation will pay, as a severance benefit to you, a lump sum payment equal to (1) the amount of your annual base salary at the highest rate in effect during the Term plus (2) your target annual bonus for the fiscal year in which the Date of Termination occurs; and

(iv) the Corporation will make available to you, an outplacement service program, chosen by the Corporation, and provided by the Corporation or its subsidiaries or an outplacement service provider selected by the Corporation. Such outplacement service program will be of a duration chosen by the Corporation but will not, in any instance, end later than one (1) year following the Date of Termination. Upon completion of the outplacement program specified in this Subsection 2(c)(iv), you will be solely responsible for payment of any additional costs incurred as a result of your use of such outplacement services. The Corporation will not substitute cash or other compensation in lieu of the outplacement service program specified in this Subsection 2(c)(iv).

(d) Termination for Any Other Reason - Change of Control. If, during the Term and either during a Protected Period or within two years after the occurrence of a Change of Control, your employment with the Consolidated ManpowerGroup is terminated for any reason not specified in Subsections 2(a) or (b), above, you will be entitled to the following:

(i) the Corporation will pay you, your unpaid bonus, if any, attributable to any complete fiscal year of the Consolidated ManpowerGroup ended before the Date of Termination;

(ii) the Corporation will pay you, a bonus for the fiscal year during which the Date of Termination occurs equal in amount to your target annual bonus for the fiscal year in which the Change of Control occurs; provided, however, that the bonus payable hereunder will be prorated for the actual number of days you were employed during the fiscal year during which the Date of Termination occurs;

(iii) the Corporation will pay, as a severance benefit to you, a lump-sum payment equal to two times the sum of (1) your annual base salary at the highest rate in effect during the Term and (2) your target annual bonus for the fiscal year in which the Change of Control occurs; and

(iv) the Corporation will make available to you, an outplacement service program, chosen by the Corporation, and provided by the Corporation or its subsidiaries or an outplacement service provider selected by the Corporation. Such outplacement service program will be of a duration chosen by the Corporation but will not, in any instance, end later than one (1) year following the Date of Termination. Upon completion of the outplacement program specified in this Subsection 2(d)(iv), you will be solely responsible for payment of any additional costs incurred as a result of your use of such outplacement services. The Corporation will not substitute cash or other compensation in lieu of the outplacement service program specified in this Subsection 2(d)(iv).

(e) Limitation on Benefits. The amounts paid to you pursuant to Subsection 2(c)(iii) or 2(d)(iii) above will not be included as compensation for purposes of any qualified or nonqualified pension or welfare benefit plan of the Consolidated ManpowerGroup. Notwithstanding anything contained herein to the contrary, the Corporation, based on the advice of its legal or tax counsel, shall compute whether there would be any “excess parachute payments” payable to you, within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the “Code”), taking into account the total ‘‘parachute payments,” within the meaning of Section 280G of the Code, payable to you by the Corporation under this letter agreement and any other plan, agreement or otherwise. If there would be any excess parachute payments, the Corporation, based on the advice of its legal or tax counsel, shall compute the net after-tax proceeds to you, taking into account the excise tax imposed by Section 4999 of the Code, as if (i) the amount to be paid to you pursuant to Subsection 2(d)(iii) were reduced, but not below zero, such that the total parachute payments payable to you would not exceed three (3) times the “base amount” as defined in Section 280G of the Code, less One Dollar ($1.00), or (ii) the full amount to be paid to you pursuant to Subsection 2(d)(iii) were not reduced. If reducing the amount otherwise payable to you pursuant to Subsection 2(d)(iii) hereof would result in a greater after-tax amount to you, such reduced amount shall be paid to you and the remainder shall be forfeited by you as of the Date of Termination. If not reducing the amount otherwise payable to you pursuant to Subsection 2(d)(iii) would result in a greater after-tax amount to you, the amount payable to you pursuant to Subsection 2(d)(iii) shall not be reduced.

(f) Timing of Payments. The bonus payment provided for in Subsection 2(c)(i) or 2(d)(i) will be made pursuant to the terms of the applicable bonus plan. The bonus payment provided for in Subsection 2(c)(ii) will be paid between January 1 and March 15 of the calendar year following the Date of Termination. The bonus payment provided for in Subsection 2(d)(ii) will be paid on the thirtieth ($30^{th}$) day after the Date of Termination. The severance benefit provided for in Subsection 2(c)(iii) or 2(d)(iii) will be paid in one lump sum on the thirtieth (30th) day after the Date of Termination. While the parties acknowledge that the payments in the previous three sentences are intended to be “short-term deferrals” and therefore are exempt from the application of Section 409A of the Code, to the extent (i) further guidance or interpretation is issued by the IRS after the date of this letter agreement which would indicate that the payments do not qualify as “short-term deferrals,” and (ii) you are a “specified employee” within the meaning of Section 409A(a)(2)(B)(i) of the Code upon the Date of Termination, such payments shall be delayed and instead shall be paid in one lump sum on the date that is the first business day immediately following the six month anniversary of the Date of Termination. If any of such payment 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, compounded monthly. Such prime rate shall be the prime rate (currently the base rate on corporate loans posted by at least 75% of the 30 largest U.S. banks) in effect from time to time as reported in *The Wall Street Journal*, Midwest edition (or, if not so reported, as reported in such other similar source(s) as the Corporation shall select).

(g) Release of Claims. Notwithstanding the foregoing, you will have no right to receive any payment or benefit described in Subsections 2(c)(ii)-(iv) or 2(d)(ii)-(iv), 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 Consolidated ManpowerGroup and its past and current directors, officers, shareholders, members, partners, 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 Consolidated ManpowerGroup, 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, and the Civil Rights Act of 1991, but excluding any claims covered under any applicable workers' compensation act. The execution by you of the release and the statutory period for revocation must be completed prior to the thirtieth (30th) day after the Date of Termination.

(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 Sections 3-6, below, 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. Nondisclosure.

(a) You will not, directly or indirectly, at any time during the term of your employment with the Consolidated ManpowerGroup, or during the two-year period following your termination, for whatever reason, of employment with the Consolidated ManpowerGroup, use or possess for yourself or others or disclose to others except in the good faith performance of your duties for the Consolidated ManpowerGroup 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 (i) you first secure written consent of the Corporation to such disclosure, possession or use, (ii) the same shall have lawfully become a matter of public knowledge other than by your act or omission, or (iii) 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 the Consolidated ManpowerGroup 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, but shall not include business information which constitutes trade secrets under applicable trade secrets law. This obligation will survive the termination of your employment for a period of two years.

(b) You will not, directly or indirectly, at any time during the term of your employment with the Consolidated ManpowerGroup, or any time thereafter use or disclose any Trade Secret of the Consolidated ManpowerGroup. The term "Trade Secret" shall have the meaning afforded under applicable law. Nothing in this letter agreement shall limit or supersede any common law, statutory or other protections of trade secrets or privileged information where such protections provide the Consolidated ManpowerGroup with greater rights or protections for a longer duration than provided in this letter agreement. With respect to the disclosure of a Trade Secret and in accordance with 18 U.S.C. § 1833, you shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a Trade Secret that (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, provided that, the information is disclosed solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding filed under seal so that it is not disclosed to the public. You are further notified that if you file a lawsuit for retaliation by the Consolidated ManpowerGroup for reporting a suspected violation of law, you may disclose the Consolidated ManpowerGroup's Trade Secrets to your attorney and use the Trade Secret information in the court proceeding, provided that, you file any document containing the Trade Secret under seal so that it is not disclosed to the public and does not disclose the Trade Secret, except pursuant to court order.

(c) Upon your termination, for whatever reason, of employment with the Consolidated ManpowerGroup, or at any other time upon request of the Corporation, you will promptly surrender to the Corporation, or with the permission of the Corporation destroy and certify such destruction to the Corporation, any documents, materials, or computer or electronic records containing any Confidential Information, Trade Secrets or privileged information which are in your possession or under your control.

4. Nonsolicitation of Employees. You agree that you will not, at any time during the term of your employment with the Consolidated ManpowerGroup or during the one-year period following your termination, for whatever reason, of employment with the Consolidated ManpowerGroup, 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 a managerial employee of any company in the Consolidated ManpowerGroup (but in the event of your termination, any such managerial employee that you have had contact with in the two years prior to your termination) to terminate his or her employment with the Consolidated ManpowerGroup so as to accept employment elsewhere or to diminish or curtail the services such person provides to the Consolidated ManpowerGroup.

5. Restrictions During Employment. During the term of your employment with the Consolidated ManpowerGroup, you will not directly or indirectly compete against the Consolidated ManpowerGroup, or directly or indirectly divert or attempt to divert customers' business from the Consolidated ManpowerGroup anywhere the Consolidated ManpowerGroup does or is taking steps to do business.

6. Noncompetition Agreement. During the one-year period which immediately follows the termination, for whatever reason, of your employment with the Consolidated ManpowerGroup:

(a) You will not, directly or indirectly, contact any customer of the Consolidated ManpowerGroup with whom you have had contact on behalf of the Consolidated ManpowerGroup during the two-year period preceding the Date of Termination or any customer about whom you obtained confidential information in connection with your employment by the Consolidated ManpowerGroup during such two-year period so as to cause or attempt to cause such customer of the Consolidated ManpowerGroup not to do business or to reduce such customer's business with the Consolidated ManpowerGroup or divert any business from the Consolidated ManpowerGroup.

(b) You will not, directly or indirectly, provide services or assistance of a nature similar to the services you provided to the Consolidated ManpowerGroup during the two-year period immediately preceding the Date of Termination to any entity (i) engaged in the business of providing temporary staffing services anywhere in the United States or any other country in which the Consolidated ManpowerGroup conducts business as of the Date of Termination which has, together with its affiliated entities, annual revenues from such business in excess of US **$500,000,000** or (ii) engaged in the business of providing permanent placement, professional staffing, outplacement, online staffing or human resource services (including consulting, task-based services, recruitment or other talent solutions) anywhere in the United States or any other country in which the Consolidated ManpowerGroup conducts business as of the Date of Termination which has, together with its affiliated entities, annual revenues from such business in excess of US **$250,000,000**. 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 Consolidated ManpowerGroup and the customer contacts you developed while employed by the Consolidated ManpowerGroup and would involve the use or disclosure of confidential information pertaining to the Consolidated ManpowerGroup.

7. Injunctive and Other Interim Measures.

(a) Injunction. You recognize that irreparable and incalculable injury will result to the Consolidated ManpowerGroup and its businesses and properties in the event of your breach of any of the restrictions imposed by Sections 3-6, 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 (which the parties agree would not be an adequate remedy), and any other remedies and damages, to, including, but not limited to, provisional or interim measures, including temporary and permanent injunctive relief, without the necessity of posting a bond or other security, from a court of competent jurisdiction restraining the actual, impending or threatened violation, or further violation, of such restrictions by you and by any other person or entity for whom you may be acting or who is acting for you or in concert with you.

(b) Nonapplication. Notwithstanding the above, Sections 4 and 6, above, will not apply if your employment with the Corporation is terminated by you for Good Reason or by the Corporation without Cause either during a Protected Period or within two years after the occurrence of a Change of Control.

8. Unemployment Compensation. To the extent allowed by applicable law, the severance benefits provided for in Subsection 2(c)(iii) will be assigned for unemployment compensation benefit purposes to the one-year period following the Date of Termination, and the severance benefits provided for in Subsection 2(d)(iii) will be assigned for unemployment compensation purposes to the two-year period following the Date of Termination, and you will be ineligible to receive, and you agree not to apply for, unemployment compensation during such periods.

9. Nondisparagement. Upon your termination, for whatever reason, of employment with the Corporation, the Corporation agrees that its directors and officers, during their employment by or service to the Consolidated ManpowerGroup, will refrain from making any statements that disparage or otherwise impair your reputation or commercial interests. Upon your termination, for whatever reason, of employment with the Consolidated ManpowerGroup, you agree to refrain from making any statements that disparage or otherwise impair the reputation, goodwill, or commercial interests of the Consolidated ManpowerGroup, or its officers, directors, or employees. However, the foregoing will not preclude the Corporation from providing truthful information about you concerning your employment or termination of employment with the Consolidated ManpowerGroup in response to an inquiry from a prospective employer in connection with your possible employment, and will not preclude either party from providing truthful testimony pursuant to subpoena or other legal process or in the course of any proceeding that may be commenced for purposes of enforcing this letter agreement.

10. 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.

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

12. <u>No Right to Remain Employed</u>. Nothing contained in this letter agreement will be construed as conferring upon you any right to remain employed by the Corporation or any member of the Consolidated ManpowerGroup or affect the right of the Corporation or any member of the Consolidated ManpowerGroup to terminate your employment at any time for any reason or no reason, with or without cause, subject to the obligations of the Corporation as set forth herein.

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

14. <u>Withholding</u>. 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.

15. <u>Applicable Law</u>. This letter agreement shall be governed by and interpreted in accordance with the laws of the State of New York, United States of America, without regard to its conflict of law provisions.

16. <u>Reduction of Amounts Due Under Law</u>. You agree that any severance payment (*i.e*, any payment other than a payment for salary through your Date of Termination or for a bonus earned in the prior fiscal year but not yet paid) to you pursuant to this letter agreement will be counted towards any severance type payments otherwise due you under law. By way of illustration, English law requires notice period of one (1) week for every year of service up to a maximum of twelve (12) weeks of notice. In the event you are terminated without notice and you would otherwise be entitled to a severance payment hereunder, such severance payment will be considered to be payment in lieu of such notice.

17. <u>Previous Agreements</u>. This letter agreement, upon acceptance by you, expressly supersedes any and all previous agreements or understandings relating to your employment by the Corporation or the Consolidated ManpowerGroup, except for the letter from the Corporation to you dated March 8, 2013 (the “2013 Letter”), regarding the terms of your employment, or the termination of such employment, and any such agreements or understandings shall, as of the date of your acceptance, have no further force or effect. In addition, the nondisclosure provision in Section 3 of this letter agreement shall supersede and replace the nondisclosure provision contained in Section 9 of the 2013 Letter.

18. <u>Dispute Resolution</u>. Section 7 to the contrary notwithstanding, the parties shall, to the extent feasible, attempt in good faith to resolve promptly by negotiation any dispute arising out of or relating to your employment by the Consolidated ManpowerGroup pursuant to this letter agreement. In the event any such dispute has not been resolved within 30 days after a party’s request for negotiation, either party may initiate arbitration as hereinafter provided. For purposes of this Section 18, the party initiating arbitration shall be denominated the “Claimant” and the other party shall be denominated the “Respondent.”

    (a) If your principal place of employment with the Consolidated ManpowerGroup is outside the United States, any dispute arising out of or relating to this letter agreement, including the breach, termination or validity thereof, shall be finally resolved by arbitration before a sole arbitrator in accordance with the International Institute for Conflict Prevention and Resolution International Rules for Non-Administered Arbitration (the “CPR International Rules”) as then in effect. If the parties are unable to select the arbitrator within 30 days after Respondent’s receipt of Claimant’s Notice of Arbitration and the 30-day deadline has not been extended by the parties’ agreement, the arbitrator shall be selected by CPR as provided in CPR International Rule 6. The seat of the arbitration shall be the Borough of Manhattan in the City, County and State of New York, United States of America. The arbitration shall be conducted in the English language. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Anything in the foregoing to the contrary notwithstanding, the parties expressly agree that at any time before the arbitrator has been selected and the initial pre-hearing conference provided for in International Rule 9.3 has been held, either of them shall have the right to apply to any court located in

Milwaukee County, Wisconsin, United States of America, to whose jurisdiction they agree to submit, or to any other court that otherwise has jurisdiction over the parties, for provisional or interim measures including, but not limited to, temporary or permanent injunctive relief.

(b) If your principal place of employment with the Consolidated ManpowerGroup is within the United States, any dispute arising out of or relating to this letter agreement, including the breach, termination or validity thereof, shall be finally resolved by arbitration before a sole arbitrator in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration (the "CPR Rules") as then in effect. If the parties are unable to select the arbitrator within 30 days after Respondent's receipt of Claimant's Notice of Arbitration and the 30-day deadline has not been extended by the parties' agreement, the arbitrator shall be selected by CPR as provided in Rule 6 of the CPR Rules. The seat of the arbitration shall be Milwaukee, Wisconsin, United States of America. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq*. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Anything in the foregoing to the contrary notwithstanding, the parties expressly agree that at any time before the arbitrator has been selected and the initial pre-hearing conference has been held as provided in Rule 9.3 of the CPR Rules, either of them shall have the right to apply to any court located in Milwaukee County, Wisconsin, United States of America to whose jurisdiction they agree to submit, or to any other court that otherwise has jurisdiction over the parties, for provisional or interim measures, including, but not limited to, temporary or permanent injunctive relief.

19. Severability. The obligations imposed by Paragraphs 3-6, above, of this letter agreement are severable and should be construed independently of each other. The invalidity of one such provision shall not affect the validity of any other such provision. If any provision if Paragraphs 3-6 shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this letter agreement, as the case may require, and this letter agreement shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

20. Consistency with Applicable Law. Nothing in this letter agreement prohibits you from voluntarily reporting possible violations of law or regulation to any governmental agency, including, but not limited to the Department of Justice, the Securities and Exchange Commission, or any other state or federal regulatory authority, or making other disclosures that are protected under the whistleblower provisions of federal, state or local laws or regulations. You do not need prior authorization from the Consolidated ManpowerGroup to make such reports or disclosures and you are not required to notify the Consolidated Manpower Group or any of its agents that you have made such reports or disclosures; however, we encourage you to do so. Finally, your good faith report or disclosure shall not trigger the forfeiture rights under Subsection 2(h) of this letter agreement or otherwise limit your right to receive an award for information provided to any government agency.

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,

MANPOWERGROUP INC.

By: /s/ Jonas Prising
Jonas Prising, Chief Executive Officer

Agreed as of the 2nd day of August, 2018.

/s/ Chandrashekar Sriram
Chandrashekar Sriram

**Exhibit 12.1**

**STATEMENT REGARDING COMPUTATION**
**OF RATIO OF EARNINGS TO FIXED CHARGES**

MANPOWERGROUP INC.

(in millions)

| | 6 Months Ended June 30, 2018 |
|---|---|
| Earnings: | |
| Earnings before income taxes | $ 335.5 |
| Fixed charges | 58.4 |
| | $ 393.9 |
| Fixed charges: | |
| Interest (expensed or capitalized) | $ 27.5 |
| Estimated interest portion of rent expense | 30.9 |
| | $ 58.4 |
| Ratio of earnings to fixed charges | 6.7 |

| | 2017 | 2016 | 2015 | 2014 | 2013 |
|---|---|---|---|---|---|
| Earnings: | | | | | |
| Earnings before income taxes | $ 737.3 | $ 701.3 | $ 660.7 | $ 681.6 | $ 475.5 |
| Fixed charges | 106.8 | 104.6 | 131.8 | 150.2 | 175.6 |
| | $ 844.1 | $ 805.9 | $ 792.5 | $ 831.8 | $ 651.1 |
| Fixed charges: | | | | | |
| Interest (expensed or capitalized)* | $ 49.7 | $ 49.7 | $ 52.0 | $ 51.7 | $ 59.1 |
| Estimated interest portion of rent expense | 57.1 | 54.9 | 79.8 | 98.5 | 116.5 |
| | $ 106.8 | $ 104.6 | $ 131.8 | $ 150.2 | $ 175.6 |
| Ratio of earnings to fixed charges | 7.9 | 7.7 | 6.0 | 5.5 | 3.7 |

Note: The calculation of ratio of earnings to fixed charges set forth above is in accordance with Regulation S-K, Item 601(b)(12). This calculation is different than the fixed charge ratio that is required by our various borrowing facilities.

*As of January 1, 2018, we adopted new accounting guidance on presentation of net periodic pension and postretirement benefit cost ("net benefit cost"). Under the new guidance, we are required to present non-service cost components of net benefit cost in interest and other expenses, as opposed to selling and administrative expenses. All previously reported results have been restated to conform to the current year presentation. The increase in interest expense due to the adoption was $6.1 million for the six months ended June 30, 2018. The increase was $11.2 million, $11.6 million, $13.4 million, $16.6 million and $15.9 million for 2017, 2016, 2015, 2014 and 2013, respectively.

**Exhibit 31.1**

**CERTIFICATION**

I, Jonas Prising, Chief Executive Officer of ManpowerGroup Inc., certify that:

1. I have reviewed this quarterly report on Form 10-Q of ManpowerGroup Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: August 3, 2018

/s/ Jonas Prising

Jonas Prising
Chief Executive Officer

**Exhibit 31.2**

## CERTIFICATION

I, John T. McGinnis, Executive Vice President and Chief Financial Officer of ManpowerGroup Inc., certify that:

1. I have reviewed this quarterly report on Form 10-Q of ManpowerGroup Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: August 3, 2018

/s/ John T. McGinnis

John T. McGinnis
Executive Vice President and Chief Financial Officer

**Exhibit 32.1**

**STATEMENT**

Pursuant to ss. 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. ss. 1350, the undersigned officer of ManpowerGroup Inc. (the “Company”), hereby certifies that to his knowledge:

1. the Company’s Quarterly Report on Form 10-Q for the quarter ended June 30, 2018 fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, and

2. the information contained in the report fairly presents, in all material respects, the financial condition and results of operations of the Company.

ManpowerGroup Inc.

Dated: August 3, 2018

/s/ Jonas Prising

Jonas Prising
Chief Executive Officer

*This certification accompanies this Quarterly Report on Form 10-Q pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed by the Company for purposes of the Securities Exchange Act of 1934.*

**Exhibit 32.2**

**STATEMENT**

Pursuant to ss. 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. ss. 1350, the undersigned officer of ManpowerGroup Inc. (the “Company”), hereby certifies that to his knowledge:

1. the Company’s Quarterly Report on Form 10-Q for the quarter ended June 30, 2018 fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, and

2. the information contained in the report fairly presents, in all material respects, the financial condition and results of operations of the Company.

ManpowerGroup Inc.

Dated: August 3, 2018

/s/ John T. McGinnis

John T. McGinnis
Executive Vice President and Chief Financial Officer

*This certification accompanies this Quarterly Report on Form 10-Q pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed by the Company for purposes of the Securities Exchange Act of 1934.*