

**OPERATING DECLARATION
OF
ADECCO FINANCIAL SERVICES (NORTH AMERICA), LLC**

EFFECTIVE AS OF SEPTEMBER 26, 2017

This operating declaration (this "Operating Declaration") of ADECCO FINANCIAL SERVICES (NORTH AMERICA), LLC (the "Company"), is made by Adecco, Inc., as the sole member (the "Member").

Recitals

WHEREAS, the Member has caused the formation of ADECCO FINANCIAL SERVICES (NORTH AMERICA), LLC as a limited liability company under the Delaware Limited Liability Company Act (DEL. CODE ANN. tit. 6 § 18-101 et seq.), as amended from time to time (the "Act");

WHEREAS, the Member desires to state this Operating Declaration, as set forth below; and

WHEREAS, this Operating Declaration is intended to constitute a written limited liability company agreement within the meaning of Section 18-101(7) of the Act.

NOW, THEREFORE, the Member declares as follows:

1. Formation.

On September 26, 2017 (the "Formation Date"), the Company was formed upon the filing of a Certificate of Formation (the "Certificate"), pursuant to the Act. The Company is a limited liability company formed pursuant to the Act and other applicable laws of the State of Delaware.

2. Name; Place of Business; Registered Office and Agent.

The Company shall be conducted under the name ADECCO FINANCIAL SERVICES (NORTH AMERICA), LLC or such other name as the Member shall hereafter designate. The principal office and place of business of the Company shall be located at 10151 Deerwood Park Blvd., Bldg. 200, Suite 400, Jacksonville, FL 32256. The initial registered agent for service of process at the registered office of the Company shall be The Corporation Trust Company. The registered office of the Company shall be located at 1209 Orange St., Wilmington, DE 19801.

3. Business of the Company.

The business of the Company shall be to engage in any lawful activity. In furtherance thereof, the Company may exercise all powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the

Act, and may engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

4. Statutory Compliance.

The Company shall exist under and be governed by, and this Operating Declaration shall be construed in accordance with, the applicable laws of the State of Delaware. The Member and Managing Member shall execute and file such documents and instruments as may be necessary or appropriate with respect to the formation of, and the conduct of business by, the Company.

5. Title to Company Property.

The Member shall have no ownership interest in the property of the Company. Except as provided by law, the Member's ownership interest in the Company shall be personal property for all purposes.

6. Management.

6.1. Authority of Managing Member. The business and affairs of the Company shall be managed by the Managing Member. Except as provided by applicable law, the Managing Member shall have full and complete authority, power, and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business.

6.2. Duties of Managing Member.

6.2.1. The Managing Member shall take all actions necessary or appropriate (i) for the continuation of the Company's valid existence as a limited liability company under the laws of the State of Delaware and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Member or to enable the Company to conduct the business in which it is engaged, and (ii) to conduct the business of the Company.

6.2.2. The Managing Member shall devote to the Company such time as may be necessary for the proper performance of all duties of the Managing Member under this Operating Declaration, but the Managing Member shall not be required to devote full time to the performance of such duties and may have other business interests or engage in other business activities. The Managing Member may be compensated for the reasonable value of services rendered to the Company. The amount of such compensation, if any, shall be determined in the sole discretion of the Member.

6.2.3. From time to time, the Managing Member may authorize, or delegate any or all of their authority to a subcommittee of persons, or a single person, whom they shall name, to act on their behalf regarding any matter over which the Managing Member has authority. In connection therewith, the Managing Member may appoint such officers of the Company (including, without limitation, a chairman, chief executive officer, president, chief financial officer, one or more vice

presidents and secretary) as the Managing Member may deem appropriate, and unless the Managing Member decides otherwise, if the title is one commonly used for officers of a business corporation, the appointment of such officer to such office shall constitute the delegation to such officer of the authority and duties that are normally associated with that office, subject to any specific delegation of authorities and duties made pursuant to this Section 6.2.3. Any number of offices may be held by the same person. Any delegation made pursuant to this Section 6.2.3 may be revoked at any time by the Managing Member.

7. Rights and Obligations of the Member.

7.1. Limitation on Member's Liabilities. The Member's liability shall be limited as set forth in this Operating Declaration, the Act, and other applicable law. The Member shall not be bound by, or be personally liable for, the expenses, liabilities, or obligations of the Company beyond the amount contributed by the Member to the capital of the Company, except as expressly provided in the Act.

7.2. Voting Rights. Except as otherwise specifically set forth in this Operating Declaration, the Member shall have only the voting rights set forth in the Act.

7.3. Action by Member or Managing Member Without a Meeting. Any action required or permitted to be taken by the Member or the Managing Member may be taken with or without a meeting, and with or without any written consents or other writings describing the action taken.

8. Capital Contributions.

The Member shall contribute to the Company cash or other property as it may from time to time deem necessary or appropriate.

9. Distributions.

All distributions by the Company shall be made at the discretion of the Managing Member.

10. Books and Records.

10.1. Availability. At all times during the existence of the Company, the Managing Member shall keep or cause to be kept complete and accurate books and records appropriate and adequate for the Company's business. Such books and records, whether financial, operational, or otherwise and including a copy of this Operating Declaration and any amendments hereto, shall at all times be maintained at the principal place of business of the Company. The Member, or the Member's duly authorized representatives, shall have the right at any time, for any purpose reasonably related to the Member's ownership interest, to inspect and copy from such books and documents during normal business hours.

10.2. Reports. The Managing Member shall cause to be produced a profit and loss statement for, and a balance sheet as of the end of, each fiscal year.

10.3. Tax Returns. The Managing Member shall cause an accountant to prepare all tax returns which the Company is required to file, if any, and shall file with the appropriate taxing authorities all such returns in a manner required for the Company to be in compliance with any law governing the timely filing of such returns.

10.4. Depositories. The Managing Member shall maintain or cause to be maintained one or more accounts for the Company in such depositories as the Managing Member shall select. All receipts of the Company from whatever source received (but no funds not belonging to the Company) shall be deposited to such accounts, and all expenses of the Company shall be paid from such accounts. All amounts so deposited shall be received, held, and disbursed by the Managing Member only for the purposes authorized by this Operating Declaration.

11. Dissolution.

11.1. Events Causing Dissolution. The Company shall be dissolved and its affairs wound up at such time as the Member determines that the Company should be dissolved, or whenever dissolution is required by law.

11.2. Liquidation of Property and Application of Proceeds.

11.2.1. Winding Up. Upon the dissolution of the Company, the Managing Member shall wind up the Company's affairs in accordance with the Act. In winding up the affairs of the Company, the Managing Member shall be authorized to take any and all actions contemplated by the Act as permissible, including, without limitation:

- (i) prosecuting and defending suits, whether civil, criminal or administrative;
- (ii) settling and closing the Company's business;
- (iii) liquidating and reducing to cash the property as promptly as is consistent with obtaining its fair value;
- (iv) discharging or making reasonable provision for the Company's liabilities; and
- (v) distributing the proceeds of liquidation and any undisposed property.

11.2.2. Distribution of Proceeds. Upon the winding up of the Company, the Managing Member shall distribute the proceeds and undisposed property as follows:

- (i) to creditors, including the Member if the Member is a creditor (to the extent and in the order of priority provided by law), in satisfaction of liabilities of the Company, whether by payment or the making of reasonable provisions for payment thereof; and

(ii) thereafter, to the Member.

12. Indemnification of Managing Member.

To the fullest extent permitted by the Act, the Company shall indemnify the Managing Member and make advances to the Managing Member for expenses arising from any loss, cost, expense, damage, claim or demand in connection with the Company, the Managing Member's status as a Managing Member of the Company, the Managing Member's participation in the management, business and affairs of the Company or the Managing Member's activities on behalf of the Company.

13. Ratification.

By executing this Operating Declaration, the Member hereby ratifies and confirms all actions heretofore taken by the Member since the Formation Date, on behalf of the Company, whether in the capacity of Member or Managing Member of the Company, as if taken pursuant to this Operating Declaration.

IN WITNESS WHEREOF, the sole Member hereby makes this Operating Declaration as of the date set forth below.

MEMBER:

Adecco, Inc.

By: 

Name: 

By: 

Name: 

Title: 