

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On September 3, 2025, WillScot Holdings Corporation (the “Company”) disclosed that Timothy D. Boswell, the Company’s President and Chief Operating Officer, will succeed Bradley L. Sultz, the Company’s current Chief Executive Officer (“CEO”), as CEO effective as of January 1, 2026. In addition, effective as of September 4, 2025, Worthing Jackman, a member of the Company’s Board of Directors (the “Board”) and the current Chair of the Board, will become the Executive Chair of the Board and an employee of the Company, and Jeff Sagansky will serve as Lead Independent Director.

In connection with these events, the Board acted to increase the size of the Board from ten to eleven directors effective as of January 1, 2026, and to appoint Mr. Boswell to the Board to fill the vacancy created by that increase. The Board did not act to appoint Mr. Boswell to any committee of the Board.

In connection with Mr. Boswell’s promotion and subsequent commencement of his new role, he will receive two grants, each of 100,000 options to purchase shares of the Company’s common stock, vesting ratably over three years (the “Promotion Award”). The first grant will be made on September 4, 2025, and the second grant will be made on or about January 2, 2026. Further, the Company entered into an amendment and restatement of Mr. Boswell’s existing employment agreement with the Company, which amendment and restatement agreement will become effective on January 1, 2026 (the “Amended Boswell Agreement”), to reflect his new role. Under the Amended Boswell Agreement, Mr. Boswell’s compensation as President and CEO will consist of the following:

- A base salary at the initial rate of \$850,000 per calendar year;
- Eligibility for an annual cash performance bonus with an initial target value of 125% of base salary;
- Eligibility for an annual grant of equity awards with an initial target grant value of \$2,700,000; and

Upon a termination of his employment by the Company without cause (as defined in the Amended Boswell Agreement) or by him for good reason (as defined in the Amended Boswell Agreement) during the term of the Amended Boswell Agreement, which runs through December 31, 2028, Mr. Boswell will be entitled to receive the benefits more expressly set forth in Section 8 of the Amended Boswell Agreement.

The foregoing description of the Amended Boswell Agreement is a summary only and is qualified in its entirety by reference to the terms of the Amended Boswell Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Mr. Sultz’s anticipated separation from employment as of December 31, 2025 (the “Separation Date”) is expected to constitute a termination without cause for purposes of his amended and restated employment agreement, dated as of September 7, 2021 (the “Sultz Employment Agreement”). Effective as of September 3, 2025, the Company entered into a separation agreement (the “Sultz Separation Agreement”) providing for payments and other benefits in lieu of certain payments and other benefits that he would have received as more specifically set forth in Sections 2 and 3 of the Sultz Employment Agreement. These payments and other benefits are contingent on Mr. Sultz’s compliance with the terms of the Sultz Separation Agreement and his provision of a release of claims.

The foregoing description of the Sultz Separation Agreement is a summary only and is qualified in its entirety by reference to the terms of the Sultz Separation Agreement, which is filed as Exhibit 10.2 to this Current Report on Form 8-K.

Item 8.01 Other Events

In connection with Mr. Jackman becoming Executive Chair of the Board and an employee of the Company, effective as of September 4, 2025, the Company entered into an offer letter, dated September 3, 2025, with Mr. Jackman (the “Jackman Offer Letter”) providing for the following:

- \$300,000 annualized base salary; and
 - The following one-time equity awards:
 - Performance share units having a grant date value of \$1,600,000, to be granted in the first quarter of 2026 (at the same time grants are made to other similarly situated executives) and vesting at the end of a three-year performance period if the performance goals established by the Compensation Committee of the Board are met.
 - 120,000 stock options, to be granted on or as soon as practicable following Mr. Jackman’s start date and vesting 50% on each of the first and second anniversaries of the grant date.
 - Restricted stock units having a grant date value of \$1,200,000, to be granted on or as soon as practicable following Mr. Jackman’s start date and vesting 50% on each of the first and second anniversaries of the grant date.
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The Offer Letter also provides for restrictive covenants that will apply during Mr. Jackman's employment and for 24 months following the end of his employment. The foregoing description of the Jackman Offer Letter is a summary only and is qualified in its entirety by reference to the terms of the Jackman Offer Letter, which is filed as Exhibit 10.4 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Exhibit Description
10.1	Amended and Restated Employment Agreement, dated as of September 3, 2025, by and between WillScot Holdings Corporation and Timothy D. Boswell
10.2	Separation Agreement, dated as of September 3, 2025, by and between WillScot Holdings Corporation and Bradley L. Soutz
10.3	Form of Nonqualified Stock Option Award Agreement
10.4	Offer Letter, dated as of September 3, 2025, by and between WillScot Holdings Corporation and Worthing Jackman
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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

WillScot Holdings Corporation

By: /s/ Hezron Timothy Lopez

Name: Hezron Timothy Lopez

Title: Executive Vice President, Chief Legal & Compliance
Officer & ESG

Dated: September 3, 2025

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This AMENDED AND RESTATED EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between WillScot Holdings Corporation, a Delaware corporation (the “Employer”), and Timothy Boswell (referred to herein as the “Executive”). This Agreement will become effective on January 1, 2026 (the “Effective Date”).

WHEREAS, the Executive previously entered into that certain Amended and Restated Employment Agreement with WillScot Mobile Mini Holdings Corp., a Delaware corporation, effective September 7, 2021 (the “Prior Employment Agreement”); and

WHEREAS, the parties desire to amend and restate the Prior Employment Agreement with respect to the Executive’s continued employment with the Employer on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. Employment Agreement. On the terms and conditions set forth in this Agreement, the Employer agrees to continue to employ the Executive and the Executive agrees to continue to be employed by the Employer for the Employment Period set forth in Section 2 and in the positions and with the duties set forth in Section 3. Terms used herein with initial capitalization not otherwise defined are defined in Section 23. Notwithstanding anything in this Agreement to the contrary, it is understood and agreed that the Prior Employment Agreement shall remain in full force and effect with respect to all terms and conditions of the Executive’s employment with the Employer until the Effective Date.

2. Term. The initial term of employment under this Agreement shall commence on the Effective Date and extend through December 31, 2028 (the “Initial Term”). The term of employment shall be automatically extended for an additional consecutive 12-month period (the “Extended Term”) on the last day of the Initial Term and each subsequent anniversary thereof, unless and until the Employer or Executive provides written notice to the other party in accordance with Section 9 hereof not less than 90 days before such anniversary date that such party is electing not to extend the term of employment under this Agreement (“Non-Renewal”), in which case the term of employment hereunder shall end as of the end of such Initial Term or Extended Term, as the case may be, unless sooner terminated as hereinafter set forth. Such Initial Term and all such Extended Terms are collectively referred to herein as the “Employment Period”. Anything herein to the contrary notwithstanding, if on the date of a Change in Control the remaining term of the Employment Period is less than 12 months, the Employment Period shall be automatically extended to the end of the 12-month period following such Change in Control, and the extension and renewal provisions in this Section 2 shall apply with regard to the last day of the Employment Period as extended by this sentence and on each subsequent anniversary thereof.

3. Position and Duties. During the Employment Period, the Executive shall serve as the President and Chief Executive Officer of the Employer. In such capacity, the Executive shall report exclusively and directly to the Board, and will have the duties, responsibilities and authorities customarily associated with such position in a company the size and nature of the Employer. The Executive shall devote the Executive’s reasonable best efforts and full business

time to the performance of the Executive's duties hereunder and the advancement of the business and affairs of the Employer; provided that, the Executive may serve on civic, charitable, educational, religious, public interest or public service boards, and manage the Executive's personal and family investments, in each case, to the extent such activities do not materially interfere with the performance of the Executive's duties and responsibilities hereunder, create any conflict of interest as it relates to the Employer, and are not represented in a manner that suggests the Employer supports or endorses the services or activities without the advance approval of the Employer. The Executive shall be responsible for complying with all policies and operating procedures of the Employer (that are provided or made available to Executive) in the performance of Executive's duties on behalf of the Employer.

4. Place of Performance. The Executive shall work primarily at the Employer's executive headquarters in Phoenix, Arizona.

5. Compensation and Benefits.

(a) Base Salary. During the Employment Period, the Employer shall pay to the Executive a base salary (as adjusted from time to time, "Base Salary") at the rate of \$850,000 per calendar year, less applicable deductions, and prorated for any partial year. The Compensation Committee of the Board (the "Committee") will review the Executive's Base Salary no less frequently than annually, and may increase, but not decrease, the Executive's Base Salary. The Base Salary will be paid in substantially equal installments in accordance with the Employer's regular payroll procedures.

(b) Annual Bonus. For each fiscal year of the Employer ending during the Employment Period, the Executive shall be eligible to earn an annual cash performance bonus (an "Annual Bonus") based on performance as measured against performance criteria determined by the Committee. The Executive's annual target bonus opportunity for each fiscal year shall equal 125% of the Executive's Base Salary at the beginning of such year (the "Target Bonus"). The Executive's Annual Bonus for a fiscal year shall be determined by the Committee. The Annual Bonus, as approved by the Committee after the end of the applicable fiscal year, shall be paid to the Executive when annual bonuses for that year are paid to other senior executives of the Employer generally, but in no event later than March 15 of the year following the year to which such Annual Bonus relates.

(c) Long Term Incentive Equity. With respect to each fiscal year of the Employer ending during the Employment Period, the Executive shall be eligible to receive an annual grant of equity awards under the Employer's equity plan as in effect from time to time. The target grant value of these annual equity award(s) is \$2,700,000 (the "Target LTI"), but the actual grant date value of any equity award(s) may be higher or lower based on Committee discretion. The Committee will determine the form of such equity award(s). Such awards shall be governed by the terms and conditions of the plan pursuant to which the grants were made and the applicable award agreements.

(d) Benefits. During the Employment Period, the Employer shall provide to the Executive employee benefits and perquisites, including paid vacation, as in effect from time to time, on a basis that is comparable in all material respects to that provided to other similarly situated executives of the Employer.

(e) Expenses. The Executive is expected and is authorized to incur reasonable expenses in the performance of his duties hereunder. The Employer shall reimburse the Executive for all such expenses reasonably and actually incurred during the Employment Period in accordance with policies which may be adopted from time to time by the Employer promptly

upon periodic presentation by the Executive of an itemized account, including reasonable substantiation, of such expenses.

6. Confidentiality, Non-Disclosure and Non-Competition Agreement. The Employer and the Executive acknowledges and agrees that during the Executive's employment with the Employer, the Executive will have access to and may assist in developing Employer Confidential Information and will occupy a position of trust and confidence with respect to the Employer's affairs and business and the affairs and business of the Employer Affiliates. The Executive agrees that the following obligations are necessary to preserve the confidential and proprietary nature of Employer Confidential Information and to protect the Employer and the Employer Affiliates against harmful solicitation of employees and customers, harmful competition and other actions by the Executive that may result in serious adverse consequences for the Employer and the Employer Affiliates:

(a) Non-Disclosure. During and for the 24-month period after the Executive's employment with the Employer ends for any reason, the Executive will not knowingly use, disclose or transfer any Employer Confidential Information other than as authorized in writing by the Employer or within the scope of the Executive's duties with the Employer as determined reasonably and in good faith by the Executive. Anything herein to the contrary notwithstanding, the provisions of this Section 6(a) shall not apply when disclosure is required by law or by any court, arbitrator, mediator or administrative or legislative body (including any committee thereof) with actual or apparent jurisdiction to order the Executive to disclose or make accessible any information or as to information that becomes generally known to the public or within the relevant trade or industry other than due to the Executive's violation of this Section 6(a). Further, nothing in this Agreement prohibits the Executive from reporting a possible violation of federal, state, or local law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, or any agency (including but not limited to the National Labor Relations Board or the Equal Employment Opportunity Commission) or Inspector General, or making other disclosures that are protected under any whistleblower provision of federal, state, or local law or regulation. The Executive does not need the prior authorization of the Employer to make any such reports or disclosures and the Executive is not required to notify the Employer that the Executive made such reports or disclosures.

(b) Materials. The Executive will not remove any Employer Confidential Information or any other property of the Employer or any Employer Affiliate from the Employer's premises or make copies of such materials except for normal and customary use in the Employer's business as determined reasonably and in good faith by the Executive. The Executive will return to the Employer all Employer Confidential Information and copies thereof and all other property of the Employer or any Employer Affiliate at any time upon the request of the Employer and in any event promptly after termination of the Executive's employment. The Executive agrees to attempt in good faith to identify and return to the Employer any copies of any Employer Confidential Information after the Executive ceases to be employed by the Employer. Anything to the contrary notwithstanding, nothing in this Section 6 shall prevent the Executive from retaining a home computer, papers and other materials of a personal nature that do not contain Employer Confidential Information.

(c) No Solicitation or Hiring of Employees. During the Non-Compete Period, the Executive shall not personally or in conjunction with others, either (i) solicit, interfere with, or endeavor to cause any Restricted Employee of the Employer to leave his or her employment with the Employer, or (ii) otherwise induce or attempt to induce any such Restricted Employee to terminate employment with the Employer. A "Restricted Employee" is an employee of the Employer (A) with whom the Executive has a managing or reporting relationship, or a close working relationship (such as where the Executive and the Restricted Employee are both officers

of the Employer), which could be exploited by the Executive to persuade the Restricted Employee to leave his or her employment with the Employer, or (B) whom has special knowledge and/or information (including access to Confidential Information) that could cause the Employer damage or harm. Nothing in this subsection (c) is meant to prohibit an employee of the Employer that is not a party to this Agreement from becoming employed by another organization or person.

(d) Non-Competition.

(i) During the Non-Compete Period, the Executive shall not, directly or indirectly, (A) solicit or encourage any client or customer of the Employer or any direct or indirect subsidiary of the Employer, or any person or entity who was such a client or customer within 12 months prior to the Executive's action, where the Executive either personally dealt with or had access to Confidential Information about the client, customer, person or entity, to terminate, reduce or alter in a manner adverse to the Employer or any direct or indirect subsidiary of the Employer, any existing business arrangements with the Employer or any direct or indirect subsidiary of the Employer or to transfer existing business from the Employer or any direct or indirect subsidiary of the Employer to any other person, entity or business; (B) provide services to any entity or person in any geographic area in which the Employer or any direct or indirect subsidiary of the Employer conducts Business, or is actively planning to conduct Business, as of the date of such termination (a "Competitive Entity," and the geographic area, the "Non-Competition Area") if (1) the entity competes with the Employer or any direct or indirect subsidiary of the Employer by engaging in the Business, and (2) the services to be provided by the Executive are competitive with the Business or substantially similar to those previously provided by the Executive to the Employer; or (C) own an interest in any Competitive Entity. The Executive agrees that, before providing services, whether as an employee or consultant, to any person, entity or business during the Non-Compete Period, the Executive will provide a copy of this Section 6 of this Agreement to such person, entity or business. The Executive acknowledges that this covenant has a unique, very substantial and immeasurable value to the Employer, that the Executive has sufficient assets and skills to provide a livelihood for the Executive while such covenant remains in force and that, as a result of the foregoing, in the event that the Executive breaches such covenant, monetary damages may be an insufficient remedy for the Employer and equitable enforcement of the covenant may be proper.

(ii) If the restrictions contained in Section 6(d)(i) are determined by any court of competent jurisdiction to be unenforceable by reason of their extending for too great a period of time or over too great a geographical area or by reason of their being too extensive in any other respect, Section 6(d)(i) shall be modified to be effective for the maximum period of time for which it may be enforceable and over the maximum geographical area as to which it may be enforceable and to the maximum extent in all other respects as to which it may be enforceable.

(e) Enforcement. The Executive acknowledges that in the event of any breach of this Section 6, the business interests of the Employer and the Employer Affiliates could be irreparably and unfairly injured, the full extent of the damages to the Employer and the Employer Affiliates may be impossible to ascertain, monetary damages may not be an adequate remedy for the Employer and the Employer Affiliates, and the Employer will be entitled to seek to enforce this Agreement by a temporary, preliminary and/or permanent injunction or other equitable relief, without the necessity of posting bond or security, which the Executive expressly waives. The Executive understands that the Employer may waive some of the requirements expressed in this Agreement, but that such a waiver to be effective must be made in writing and should not in any way be deemed a waiver of the Employer's right to enforce any other requirements or provisions of this Agreement. The Executive agrees that each of the Executive's obligations specified in this Agreement is a separate and independent covenant and that the unenforceability

of any of them shall not preclude the enforcement of any other covenants in this Agreement. In signing this Agreement, the Executive gives the Employer assurance that the Executive has carefully read and considered all of the terms and conditions of this Agreement. The Executive agrees that these restraints are necessary for the reasonable and proper protection of the Employer and the Employer Affiliates and their Confidential Information and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area, and that these restraints, individually or in the aggregate, will not prevent the Executive from obtaining other suitable employment during the period in which the Executive is bound by the restraints. It is also agreed that each of the Employer Affiliates will have the right to enforce all of the Executive's obligations to that affiliate under this Agreement, and each is an express third-party beneficiary of these restrictions.

(f) Trade Secrets/Defend Trade Secrets Act. Nothing in this Agreement diminishes or limits any protection granted by law to trade secrets or relieves the Executive of any duty not to disclose, use, or misappropriate any information that is a trade secret, for as long as such information remains a trade secret. Additionally, nothing in this Agreement is intended to discourage the Executive from reporting any theft of trade secrets to the appropriate government official pursuant to the Defend Trade Secrets Act of 2016 ("DTSA") or other applicable state or federal law. Under the DTSA, a trade secret may be disclosed to report a suspected violation of law and/or in an anti-retaliation lawsuit, as follows:

(i) An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(ii) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual: (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement shall limit, curtail or diminish the Employer's statutory rights under the DTSA, any applicable state law regarding trade secrets or common law.

7. Termination of Employment.

(a) Permitted Terminations. Subject to subsection (b):

(i) Death. The Executive's employment hereunder shall terminate automatically upon the Executive's death.

(ii) By the Employer. The Employer may terminate the Executive's employment:

(A) Disability. If the Executive shall have been substantially unable to perform the Executive's material duties hereunder by reason of illness, physical or mental disability or other similar incapacity, which inability shall continue for 180 consecutive days or 270 days in any 24 month period (a "Disability") (provided, that until such termination, the Executive shall continue to receive the Executive's compensation and benefits hereunder, reduced by any benefits payable to the Executive under any applicable disability insurance policy or plan); or

(B) Cause. For Cause or without Cause.

(iii) By the Executive. The Executive may terminate the Executive's employment for any reason (including Good Reason) or for no reason.

(b) Termination. Any termination of the Executive's employment by the Employer or the Executive (other than because of the Executive's death) shall be communicated by providing a written Notice of Termination to the other party hereto in accordance with Section 9. A "Notice of Termination" shall mean a notice which indicates the specific termination provision in this Agreement relied upon, if any, and sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated, if applicable. Termination of the Executive's employment shall take effect on the Date of Termination. The Executive agrees, in the event of any dispute as to whether a Disability exists, and if requested by the Employer, to submit to a physical examination by a licensed physician selected by mutual consent of the Employer and the Executive, the cost of such examination to be paid by the Employer. The written medical opinion of such physician shall be conclusive and binding upon each of the parties hereto as to whether a Disability exists and the date when such Disability arose. This Section shall be interpreted and applied so as to comply with the provisions of the Americans with Disabilities Act and any applicable state or local laws. For the purposes of this Agreement, a voluntary termination by the Executive upon the expiration of the Employment Period due to delivery of a Non-Renewal notice by the Employer pursuant to Section 2 shall be treated as a termination by the Employer without Cause during the Employment Period.

8. Compensation Upon Termination.

(a) Disability. If the Employer terminates the Executive's employment hereunder because of the Executive's Disability, (i) the Employer shall pay to the Executive (A) the Accrued Benefits and (B) a pro rata portion (based on the number of days during the applicable fiscal period prior to the Date of Termination) of the Annual Bonus the Executive would have earned absent such termination, with such payment to be made based on actual performance and at the time bonus payments are made to executives of the Employer generally; (ii) any outstanding equity awards, including the Promotion Award, that are subject solely to time-based vesting conditions shall immediately vest in full and any outstanding equity awards that are subject to performance-based vesting conditions shall vest based on target performance for the applicable performance period in which termination occurs; provided, however, that the Effective Date Award shall vest as provided in the applicable award agreement; and (iii) the Employer shall pay the Executive a lump sum payment, as soon as practicable after the Date of Termination, a cash amount equal to the equal to the monthly total premium that the Executive would pay to obtain and pay for continued coverage under the Employer's health insurance plans pursuant to COBRA, as determined on the Date of Termination, multiplied by 12 (the "Continued Coverage Payment"). Except as set forth herein, the Employer shall have no further obligation to the Executive under this Agreement.

(b) Death. If the Executive's employment is terminated hereunder as a result of the Executive's death, the Employer shall pay or provide to the Executive's legal representative or estate, and the Executive's legal representative or estate shall be entitled to, as applicable, (i) the amounts and acceleration of outstanding equity awards set forth in subsection (a)(i) and (ii) (excluding, for the avoidance of doubt, the Continued Coverage Payment under clause (a)(iii)); and (ii) a cash payment equal to one times the Executive's Base Salary as in effect at the time of the Executive's death, payable in a lump sum as soon as practicable following the Executive's death. Except as set forth herein, the Employer shall have no further obligation to the Executive under this Agreement.

(c) Termination by the Employer for Cause or by the Executive without Good Reason. If, during the Employment Period, the Employer terminates the Executive's employment hereunder for Cause or the Executive terminates the Executive's employment hereunder without Good Reason, the Employer shall pay the Executive the Accrued Benefits; provided that, in the case of a termination of the Executive's employment by the Employer for Cause, the Accrued Benefits shall not include any unpaid Annual Bonus for the fiscal year ending prior to the Date of Termination. Any outstanding equity awards shall vest in accordance with their terms. Except as set forth herein, the Employer shall have no further obligations to the Executive under this Agreement.

(d) Termination by the Employer without Cause or by the Executive with Good Reason. Subject to subsection (e), if the Employer terminates the Executive's employment hereunder for a reason other than for Cause (and not due to the Executive's death or Disability) or if the Executive terminates the Executive's employment hereunder with Good Reason, then (i) the Employer shall pay the Executive (A) the Accrued Benefits, (B) a pro rata portion (based on the number of days during the applicable fiscal period prior to the Date of Termination) of the Annual Bonus the Executive would have earned absent such termination, with such payment to be made based on actual performance and paid at the time bonus payments are made to executives of the Employer generally, (C) a lump sum equal to 1.5 times the Target Annual Bonus for the year of termination, (D) an amount equal to 1.5 times the Executive's Base Salary, as in effect for the year of termination (collectively with the amount described in clause (C), the "Cash Severance Payment"), which will be paid in equal installments in accordance with the Employer's normal payroll practices for 18 months following the Date of Termination, and (D) the Continued Coverage Payment, except that it will be determined based on 18 months of COBRA premium payments instead of 12; (ii) any outstanding equity awards, including the Promotion Award, shall continue to vest during the 24-month period following the Date of Termination; provided that any outstanding equity awards granted during the 24-month period following the Merger shall immediately vest in full on the Date of Termination (without regard to any time-based or performance-based vesting conditions); provided further, however, that the Effective Date Award shall vest as provided in the applicable award agreement; and (iii) the Executive shall be provided with executive outplacement with a provider of the Executive's choice, up to a maximum of \$25,000. The payments and benefits described herein, other than the Accrued Benefits, are collectively referred to as the "Severance Benefits." For clarity, any portion of an outstanding equity award that either does not become fully vested as of the Date of Termination or is not scheduled to vest during the 24 months following the Date of Termination shall be forfeited as of the Date of Termination.

(e) Change in Control.

(i) This subsection (e) shall apply if there is (A) a termination of the Executive's employment by the Employer for a reason other than for Cause (and not due to the Executive's death or Disability) or by the Executive for Good Reason, during the 12-month period after a Change in Control; or (B) a termination of the Executive's employment by the Employer for a reason other than for Cause (and not due to the Executive's death or Disability) prior to a Change in Control, if the termination was at the request of a third party or otherwise arose in anticipation of a Change in Control (a termination described in either clause (A) or clause (B), a "CIC Termination").

(ii) If any such CIC Termination occurs, the Executive shall receive the Severance Benefits set forth in subsection (d), modified as follows: (A) the Cash Severance Payment will be determined based on a 2.0 multiple instead of a 1.5 multiple and, if such Change in Control is a "change in control event" under Section 409A of the Code (a "Qualifying CIC"), the entire Cash Severance Payment shall be paid in a lump sum; and (B) any outstanding time-based equity awards, including the Promotion Award, shall immediately vest in full and any

outstanding performance-based equity awards for which the performance period has not been completed shall vest at the higher of target or actual performance as of the date of the CIC Termination (or if later, as of the date of the Change in Control), as determined by the Committee. Notwithstanding the foregoing, if the CIC Termination occurs prior to the date of a Change in Control, then the increased Cash Severance Payment and the accelerated equity vesting as provided herein shall be made or occur upon the date of the Change in Control, subject to subsection (f).

(f) Release of Claims. As a condition to receiving the Severance Benefits or the continued vesting of equity awards as described in Section 2(b), the Executive must execute a release of claims substantially in the form attached hereto as Exhibit A (the “Release”). To be eligible for the Severance Benefits, the Executive must execute and deliver the Release, and such Release must become irrevocable, within 60 days of the Date of Termination. If applicable, any cash Severance Benefits that would otherwise be payable prior to the date the Release becomes effective will be paid promptly after the Release becomes irrevocable, and no vesting of any equity awards shall occur unless and until the Release become irrevocable; provided that to the extent the 60-day period spans two calendar years and to the extent required to comply with Code Section 409A, such payments shall be made or commence, as applicable, on the 60th day following the Date of Termination.

(g) No Offset. In the event of termination of his employment, the Executive shall be under no obligation to seek other employment and there shall be no offset against amounts due to him on account of any remuneration or benefits provided by any subsequent employment he may obtain. The Employer’s obligation to make any payment pursuant to, and otherwise to perform its obligations under, this Agreement shall not be affected by any offset, counterclaim or other right that the Employer or any Employer Affiliate may have against him for any reason.

9. Notices. All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, delivered by overnight air courier, addressed as follows:

(a) If to the Employer:

WillScot Holdings Corporation
6400 E. McDowell Rd., Suite 300
Phoenix, AZ 85258
Attn: General Counsel & Secretary

(b) If to the Executive:

To the address on file for Timothy Boswell with the Employer

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request, or communication that shall be given or made in the manner described above shall be deemed sufficiently given or made for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, confirmation of facsimile transmission or the affidavit of messenger being deemed conclusive but not exclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

10. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect.

11. Effect on Other Agreements. The provisions of this Agreement shall supersede the terms of any written plan, policy, agreement, award or other arrangement of the Employer (whether entered into before or after the date hereof) (an “Other Agreement”) to the extent application of the terms of this Agreement is more favorable to the Executive. In no event, however, shall the Executive be entitled to duplicative benefits under this Agreement and under an Other Agreement. Further, in the event that the Employer reasonably determines that it is unclear whether the provisions hereof or the provisions of an Other Agreement would result in more favorable treatment to the Executive, the provisions hereof shall control. All amounts or benefits provided hereunder shall be subject to the Employer’s compensation recoupment (clawback) policy, as in effect from time to time. In all other respects, this Agreement constitutes the entire agreement between the parties respecting the Executive’s employment, there being no representations, warranties or commitments except as set forth herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter hereof.

12. Survival. It is the express intention and agreement of the parties hereto that the provisions of Sections 2(b), 6, 9, 10, 11, 14 through 18, 20 through 23 hereof and this Section 12 shall survive the termination of employment of the Executive. In addition, all obligations of the Employer to make payments hereunder shall survive any termination of this Agreement on the terms and conditions set forth herein.

13. Assignment. The rights and obligations of the parties to this Agreement shall not be assignable or delegable, except that (a) in the event of the Executive’s death, the personal representative or legatees or distributees of the Executive’s estate, as the case may be, shall have the right to receive any amount owing and unpaid to the Executive hereunder and (b) the rights and obligations of the Employer hereunder shall be assignable and delegable in connection with any subsequent merger, consolidation, sale of all or substantially all of the assets or equity interests of the Employer or similar transaction involving the Employer or a successor corporation. The Employer shall require any successor to the Employer to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Employer would be required to perform it if no such succession had taken place.

14. Binding Effect. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon the parties hereto and shall inure to the benefit of the parties and their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns.

15. Amendment; Waiver. This Agreement shall not be amended, altered or modified except by an instrument in writing duly executed by the party against whom enforcement is sought. Neither the waiver by either of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

16. Headings. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

17. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Arizona (but not including any choice of law rule thereof that would cause the laws of another jurisdiction to apply). In the event of a dispute concerning or arising out of this Agreement the prevailing party (meaning the party who received substantially all of the relief sought) in such action will be reimbursed by the other party for all costs (including, without limitation, reasonable attorneys' fees) incurred in connection with any such action.

18. Counterparts. This Agreement may be executed in two counterparts, each of which shall be an original and all of which shall be deemed to constitute one and the same instrument. This Agreement may be executed using a secure electronic signature program (such as DocuSign), which shall be deemed to constitute original signatures.

19. Withholding. The Employer may withhold from any benefit payment under this Agreement all federal, state, city or other taxes as shall be required pursuant to any law or governmental regulation or ruling; provided that any withholding obligation arising in connection with any equity award shall be governed by the terms of such award.

20. Section 409A. The intent of the parties is that payments and benefits under this Agreement comply with Section 409A of the Code and the regulations and guidance promulgated thereunder (collectively "Code Section 409A") and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. If the Executive notifies the Employer (with specificity as to the reason therefor) that the Executive believes that any provision of this Agreement (or of any award of compensation, including equity compensation or benefits) would cause the Executive to incur any additional tax or interest under Code Section 409A and the Employer concurs with such belief or the Employer (without any obligation whatsoever to do so) independently makes such determination, the Employer shall, after consulting with the Executive, reform such provision to attempt to comply with Code Section 409A through good faith modifications to the minimum extent reasonably appropriate to conform with Code Section 409A. To the extent that any provision hereof is modified in order to comply with Code Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to the Executive and the Employer of the applicable provision without violating the provisions of Code Section 409A. In no event whatsoever shall the Employer be liable for any additional tax, interest or penalty that may be imposed on the Executive by Code Section 409A or damages for failing to comply with Code Section 409A. With respect to any payment or benefit considered to be nonqualified deferred compensation under Code Section 409A, a termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." Notwithstanding anything to the contrary in this Agreement, if the Executive is deemed on the date of termination to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered nonqualified deferred compensation under Code Section 409A payable on account of a "separation from service," such payment or benefit shall not be made or provided until the date which is the earlier of (A) the expiration of the six (6)-month period measured from the date of such "separation from service", and (B) the date of the Executive's death, to the extent required under Code Section 409A. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section 20 (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

To the extent that reimbursements or other in kind benefits under this Agreement constitute “nonqualified deferred compensation” for purposes of Code Section 409A, (A) all expenses or other reimbursements hereunder shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by the Executive, (B) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (C) no such reimbursement, expenses eligible for reimbursement, or in kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year. For purposes of Code Section 409A, the Executive’s right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Employer. Notwithstanding any other provision of this Agreement to the contrary, in no event shall any payment under this Agreement that constitutes “nonqualified deferred compensation” for purposes of Code Section 409A be subject to offset by any other amount unless otherwise permitted by Code Section 409A.

21. Section 280G.

(a) Notwithstanding any other provision of this Agreement or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Employer or its affiliates to the Executive or for the Executive’s benefit pursuant to the terms of this Agreement or otherwise (“Covered Payments”) constitute “parachute payments” within the meaning of Section 280G of the Code and would, but for this Section 21 be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the “Excise Tax”), then prior to making the Covered Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to the Executive of the Covered Payments after payment of the Excise Tax to (ii) the Net Benefit to the Executive if the Covered Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under (i) above is less than the amount under (ii) above will the Covered Payments be reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax. “Net Benefit” shall mean the present value of the Covered Payments net of all federal, state, local, foreign income, employment and excise taxes. The calculation shall take into consideration all available exemptions, including to what extent (if any) such payment or benefits or portions thereof may properly be treated as “reasonable compensation for personal services rendered” by the Executive before, or after, the Change of Control, within the meaning of Code Section 280G(b)(4) and the regulations issued thereunder, including, without limitation, the valuation of the Executive’s obligations under Section 6 hereof and any other covenants to refrain from performing services.

(b) The Covered Payments shall be reduced in a manner that maximizes the Executive’s economic position. In applying this principle, the reduction shall be made in a manner consistent with the requirements of Section 409A of the Code, and where two economically equivalent amounts are subject to reduction but payable at different times, such amounts shall be reduced on a pro rata basis but not below zero.

(c) Any determination required under this Section 21 shall be made in writing in good faith by an independent accounting firm selected by the Employer that is reasonably acceptable to the Executive (the “Accountants”) which shall provide detailed supporting calculations to the Employer and the Executive as requested by the Employer or the Executive. The Employer and the Executive shall provide the Accountants with such information and documents as the Accountants may reasonably request in order to make a determination under this Section 21. For purposes of making the calculations and determinations required by this

Section 21, the Accountants may rely on reasonable, good faith assumptions and approximations concerning the application of Section 280G and Section 4999 of the Code. The Accountants' determinations shall be final and binding on the Employer and the Executive. The Employer shall be responsible for all reasonable and customary fees and expenses incurred by the Accountants in connection with the calculations required by this Section 21.

22. Indemnification. The Employer hereby agrees to indemnify the Executive and provide Directors & Officers Liability Insurance ("D&O Insurance") coverage to the Executive, in each case, on terms and conditions no less favorable than those provided to members of the Board and other executive officers.

23. Definitions.

"Accrued Benefits" means (a) accrued but unpaid Base Salary through the Date of Termination; (b) accrued and unused vacation pay; (c) any earned but unpaid Annual Bonus for the fiscal year ending prior to the Date of Termination; (d) any amounts owing to the Executive for reimbursement of expenses properly incurred by the Executive prior to the Date of Termination and which are reimbursable in accordance with Section 5(e); and (e) any other benefits or amounts due and owing to the Executive under the terms of any plan, program or arrangement of the Employer. Amounts payable pursuant to clauses (a)-(c) shall be paid promptly after the Date of Termination and all other amounts will be paid in accordance with the terms of the applicable plan, program or arrangement (as modified by this Agreement).

"Board" means the Board of Directors of the Employer.

"Business" means the provision of (a) specialty rental products and services providing innovative perimeter solutions, large semi-permanent structures, modular space and portable storage solutions across the United States, Canada and Mexico, and (b) the aforementioned for the construction, education, health care, government, retail, commercial, transportation, security, and energy sectors.

"Cause" shall be limited to the following events (a) the Executive's conviction of, or plea of nolo contendere to, a felony (other than in connection with a traffic violation) under any state or federal law, the circumstances of which are substantially related to the Executive's duties or responsibilities; (b) the Executive's failure to substantially perform the Executive's essential job functions hereunder after receipt of written notice from the Employer requesting such performance; (c) a material act of fraud or material misconduct by the Executive with respect, in each case, to the Employer or any Employer Affiliate; (d) any material misconduct by the Executive that could be reasonably expected to damage the reputation or business of the Employer or any Employer Affiliate; or (e) the Executive's material violation of a material written policy of the Employer.

"Change in Control" shall mean a "Change in Control" within the meaning of the Employer's equity plan as in effect at the time of determination. Solely with respect to any payment or benefit hereunder that constitutes "deferred compensation" subject to Section 409A of the Code and that is payable on account of a Change in Control (including any installments or stream of payments that are accelerated on account of a Change in Control), a Change in Control shall occur only if such event also constitutes a "change in the ownership," "change in effective

control,” and/or a “change in the ownership of a substantial portion of assets” of the Employer as those terms are defined under Treasury Regulation §1.409A-3(i)(5), but only to the extent necessary to establish a time or form of payment that complies with Section 409A of the Code, without altering the definition of Change in Control for other purposes hereunder.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder.

“Date of Termination” means (a) if the Executive’s employment is terminated by the Executive’s death, the date of the Executive’s death; (b) if the Executive’s employment is terminated because of the Executive’s Disability, 30 days after Notice of Termination, provided that the Executive shall not have returned to the performance of the Executive’s duties on a full-time basis during such 30-day period; or (c) if the Executive’s employment is terminated by the Employer pursuant to Section 7(a)(ii) (B) or by the Executive pursuant to Section 7(a)(iii), the date specified in the Notice of Termination, which may not be less than 60 days after the Notice of Termination in the event the Employer is terminating the Executive without Cause or the Executive is terminating employment without Good Reason. Notwithstanding the foregoing, in the event of a Notice of Termination provided under clause (c) above, the receiving party may waive some or all of the notice period (such waiver to be provided in writing to the other party), with the effect that the Date of Termination shall occur immediately following the end of the notice period, as so waived.

“Effective Date Award” means the equity award granted on or around September 7, 2021 with a target number of 243,158 PSUs that shall vest over a period of four years and four months in accordance with applicable performance conditions, consistent with the terms and conditions of the Plan and applicable award agreements.

“Employer Affiliate” means any entity controlled by, in control of, or under common control with, the Employer.

“Employer Confidential Information” means information known to the Executive to constitute trade secrets or proprietary information belonging to the Employer or other confidential financial information, operating budgets, strategic plans, research methods, personnel data, projects or plans, or non-public information regarding the terms of any existing or pending lending transaction between Employer and an existing or pending client or customer (as the phrase “client or customer” is defined in Section 7(d)(i) hereof), in each case, received by the Executive in the course of the Executive’s employment by the Employer or in connection with the Executive’s duties with the Employer. Notwithstanding anything to the contrary contained herein, the general skills, knowledge and experience gained during the Executive’s employment with the Employer, information publicly available or generally known within the industry or trade in which the Employer competes and information or knowledge possessed by the Executive prior to his employment by the Employer, shall not be considered Employer Confidential Information.

“Good Reason” means, unless otherwise agreed to in writing by the Executive, (a) any material diminution or material adverse change in the Executive’s title(s); (b) a material

reduction in the Executive's Base Salary, Target Bonus or Target LTI; (c) a requirement that the Executive report to someone other than the Board; (d) a material and significant diminution in the Executive's authority, responsibilities or duties, or the Employer's material interference with the Executive's carrying out of the Executive's duties; (e) the assignment of duties materially inconsistent with the Executive's position or status with the Employer as of the date hereof; (f) a relocation of the Executive's primary place of employment to a location more than 50 miles from the Employer's executive headquarters; or (g) any of action or inaction by the Employer that constitutes a material breach of the terms of this Agreement. In order to invoke a termination for Good Reason, (i) the Executive must give written notice of the occurrence of an event of Good Reason within 60 days of its occurrence, (ii) the Employer must fail to cure such event within 30 days of such notice, and (iii) the Executive must terminate employment within 10 days of the expiration of such cure period.

"Merger" means the transaction described in the Agreement and Plan of Merger between Willscot Corporation, Inc. and Mobile Mini, Inc., which occurred July 1, 2020.

"Non-Compete Period" means the period commencing on the date hereof and ending twenty-four months after the Executive's termination of employment from the Employer and its affiliates.

"Promotion Award" means (i) the one-time grant of 100,000 stock options made on September 4th, 2025, in connection with the announcement of the Executive's impending promotion to President and Chief Executive Officer and (ii) the one-time grant of 100,000 stock options to be made on or about January 1, 2026, in connection with the Executive commencing his role as President and Chief Executive Officer. The Promotion Award will vest 1/3 each year following the grant date.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement or have caused this Agreement to be duly executed and delivered on their behalf.

WILLSCOT HOLDINGS CORPORATION.

By: /s/ Worthing Jackman

Date: September 3, 2025

Name: Worthing Jackman, Chairman of the Board

Title: EXECUTIVE

By: /s/ Timothy Boswell

Date: September 3, 2025

Name: Timothy Boswell

Signature page to Timothy Boswell Amended and Restated Employment Agreement

EXHIBIT A

FORM OF RELEASE

This Confidential Separation and Release Agreement (“*Agreement*”) is between Timothy Boswell (“*Employee*”) and WillScot Holdings Corporation (the “*Company*”) (hereinafter the “*parties*”), and is entered into as of _____ . This Agreement will not become effective until the expiration of seven (7) days from Employee’s execution of this Agreement.

WHEREAS, Employee has been employed by Company and is a party to that certain Amended and Restated Employment Agreement effective January 1, 2026 (the “*Employment Agreement*”);

WHEREAS, the Employee’s employment with Company was terminated effective as of _____ 20____ (the “*Termination Date*”);

WHEREAS, Company and Employee desire to avoid disputes and/or litigation regarding Employee’s termination from employment or any events or circumstances preceding or coincident with the termination from employment;

WHEREAS, Company and Employee have agreed upon the terms on which Employee is willing, for sufficient and lawful consideration, to compromise any claims known and unknown which Employee may have against Company; and

WHEREAS, the parties desire to settle fully and finally, in the manner set forth herein, all differences between them which have arisen, or which may arise, prior to, or at the time of, the execution of this Agreement, including, but in no way limited to, any and all claims and controversies arising out of the employment relationship between Employee and Company, and the termination thereof;

NOW, THEREFORE, in consideration of these recitals and the promises and agreements set forth in this Agreement, Employee’s employment with Company will terminate upon the following terms:

1. General Release of Employee. Employee for himself or herself and on behalf of Employee’s attorneys, heirs, assigns, successors, executors, and administrators, each in their capacity as such, IRREVOCABLY AND UNCONDITIONALLY RELEASES, ACQUITS AND FOREVER DISCHARGES Company and any current or former stockholders, directors, parent, subsidiary, affiliated, and related corporations, firms, associations, partnerships, and entities, and their successors and assigns, each in their capacity as such, from any and all claims and causes of action whatsoever, whether known or unknown or whether connected with Employee’s employment by Company or not, which may have arisen, or which may arise, prior to, or at the time of, the execution of this Agreement, including, but not limited to, any claim or cause of action arising out of any contract, express or implied, any covenant of good faith and fair dealing, express or implied, any tort (whether intentional or released in this agreement), or under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Worker Adjustment and Retraining Notification (WARN)

Act, the Older Workers Benefit Protection Act, or any other municipal, local, state, or federal law, common or statutory, but excluding any claims Employee may have with respect to the Company's obligations under the Employment Agreement, any claims relating to vested benefits under any Company employee benefit plan (including without limitation any such plan subject to the Employee Retirement Income Security Act of 1974, as amended) and any claims which Employee cannot release as a matter of applicable law. Furthermore, neither this Agreement nor the Employment Agreement shall apply to, modify or in any way supersede obligations arising from any of (a) the terms of directors and officers insurance or (b) any indemnification agreement for the benefit of the Employee as a result of the Employee's position as a director or officer of the Company or one of its affiliates. Notwithstanding anything to the contrary in this Agreement, this Agreement does not waive any claims or rights: (i) that may arise after the date on which the Executive sign this Agreement, including the right to enforce this Agreement; (ii) that cannot be released as a matter of law, including the Executive's rights to COBRA, workers compensation, and unemployment insurance (the application for which shall not be contested by the Company); and/or (iii) to accrued, vested benefits under any employee benefit, stock, savings, insurance, or pension plan of the Company.

2. Covenant Not to Sue. Employee also COVENANTS NOT TO SUE, OR OTHERWISE PARTICIPATE IN ANY ACTION OR CLASS ACTION against Company or any of the released parties based upon any of the claims released in this Agreement. Notwithstanding the foregoing, Employee shall not be considered in breach of this provision with respect to any of the following: the Employee reports possible violations of law to any government agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, makes other disclosures under the whistleblower provisions of federal or state law or regulation, participates in any action in connection therewith, or receives any monetary awards for any such disclosures or otherwise participates or cooperates in connection with any whistleblower activity protected by law.

3. Severance Terms. Upon the expiration of seven (7) days from Employee's execution of this Agreement and provided that this Agreement has become effective in accordance with its terms, in consideration for the promises, covenants, agreements, and releases set forth herein and in the Employment Agreement, Company agrees to pay Employee the Severance Benefits as defined in and pursuant to the Employment Agreement (the "**Severance Benefits**").

4. Right to Revoke. Employee may revoke this Agreement by notice to Company, in writing, received within seven (7) days of the date of its execution by Employee (the "**Revocation Period**"). Employee agrees that Employee will not receive the benefits provided by this Agreement if Employee revokes this Agreement. Employee also acknowledges and agrees that if Company has not received from Employee notice of Employee's revocation of this Agreement prior to the expiration of the Revocation Period, Employee will have forever waived Employee's right to revoke this Agreement, and this Agreement shall thereafter be enforceable and have full force and effect.

5. Acknowledgement. Employee acknowledges and agrees that: (a) except as to any Severance Benefits which remain unpaid as of the date of this Agreement, no additional consideration, including salary, wages, bonuses or equity awards as described in the Employment Agreement, is to be paid to him by Company in connection with this Agreement; (b) except as provided by this Agreement, Employee has no contractual right or claim to the Severance Benefits; and, (c) payments pursuant to this Agreement shall terminate immediately if Employee materially breaches any of the material provisions of this Agreement or the Employment Agreement.

6. Non-Admissions. Employee acknowledges that by entering into this Agreement, Company does not admit, and does specifically deny, any violation of any local, state, or federal law.

7. Confidentiality. Employee agrees that Employee shall not directly or indirectly disclose the terms, amount or fact of this Agreement to anyone other than Employee's immediate family or counsel, bankers or financial advisors, except as such disclosure may be required for accounting or tax reporting purposes or as otherwise may be required by law.

8. Nondisparagement. Each party agrees that it will not make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices or conduct of the other including, in the case of Company, its employees, directors and stockholders; provided that the foregoing shall not apply to (i) any truthful disclosure made in any legal proceedings or (ii) the reporting of possible violations of law to any government agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures under the whistleblower provisions of federal or state law or regulation, or providing cooperation with respect thereto.

9. Acknowledgement of Restrictions; Confidential Information. Employee acknowledges and agrees that Employee has continuing non-competition, non-solicitation and non-disclosure obligations under the Employment Agreement. Employee acknowledges and reaffirms Employee's obligation to continue abide fully and completely with all post-employment provisions of the Employment Agreement and agrees that nothing in this Agreement shall operate to excuse or otherwise relieve Employee of such obligations.

10. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and/or construed in remaining part to the full extent allowed by law, with the remaining provisions of this Agreement continuing in full force and effect.

11. Entire Agreement. This Agreement, along with the Employment Agreement, constitute the entire agreement between the Employee and Company, and supersede all prior and contemporaneous negotiations and agreements, oral or written. This Agreement cannot be changed or terminated except pursuant to a written agreement executed by the parties.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, except where preempted by federal law.

13. Statement of Understanding. By executing this Agreement, Employee acknowledges that (a) Employee has had at least [twenty-one (21)][forty-five (45)] days, as applicable in accordance with the Age Discrimination in Employment Act, as amended, (the "**ADEA**") to consider the terms of this Agreement (**and any attachment necessary or desirable in accordance with the ADEA**) and has considered its terms for such a period of time or has knowingly and voluntarily waived Employee's right to do so by executing this Agreement and returning it to Company; (b) Employee has been advised by Company to consult with an attorney regarding the terms of this Agreement; (c) Employee has consulted with, or has had sufficient opportunity to consult with, an attorney of Employee's own choosing regarding the terms of this Agreement; (d) any and all questions regarding the terms of this Agreement have been asked and answered to Employee's complete satisfaction; (e) Employee has read this Agreement and fully understands its terms and their import; (f) except as provided by this Agreement, Employee has no contractual right or claim to the benefits and payments described herein; (g) the consideration provided for herein is good and valuable; and (h) Employee is entering into this Agreement

voluntarily, of Employee's own free will, and without any coercion, undue influence, threat, or intimidation of any kind or type whatsoever.

HAVING READ AND UNDERSTOOD THIS AGREEMENT, CONSULTED COUNSEL OR VOLUNTARILY ELECTED NOT TO CONSULT COUNSEL, AND HAVING HAD SUFFICIENT TIME TO CONSIDER WHETHER TO ENTER INTO THIS AGREEMENT, THE UNDERSIGNED HEREBY EXECUTE THIS AGREEMENT ON THE DATES SET FORTH BELOW.

EMPLOYEE

Timothy Boswell

Date: _____

WILLSCOT HOLDINGS CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

SEPARATION AGREEMENT

This Separation Agreement (“**Agreement**”) is between Brad Soultz (“**Executive**”) and WillScot Holdings Corporation (“**Company**”) (hereinafter the “**parties**”), and is entered into this 3rd day of September 2025 (the “**Effective Date**”).

WHEREAS, Executive is employed by Company as its Chief Executive Officer and is a party to that certain Amended and Restated Employment Agreement effective September 7, 2021 (the “**Employment Agreement**”);

WHEREAS, in connection with the Company’s succession plan and related thereto, the promotion of the Company’s President and Chief Operating Officer to the position of President and Chief Executive Officer of the Company effective January 1, 2026, Executive and the Company have mutually agreed to the Agreement allowing for his transition from an employee of the Company effective December 31, 2025, to a non-employee member of the Board of Directors of the Company (the “**Board**”);

WHEREAS, pursuant to Section 9(d) of the Employment Agreement, Executive is entitled to certain pay and benefits, and in consideration of Executive’s continued service to the Company on the Board, the Executive and the Company have mutually agreed to amend Executive’s outstanding equity awards to recognize Executive’s service on the Board; and

NOW, THEREFORE, in consideration of these recitals and the promises and agreements set forth in this Agreement, Executive’s employment with Company will terminate upon the following terms:

1. Termination Date. It is mutually agreed that Executive’s employment with Company will end, and the Employment Agreement will terminate, on December 31, 2025 (the “**Termination Date**”). Upon the Termination Date, Executive shall resign from all positions or offices he holds with the Company or any of its affiliates, except as provided by Section 3 herein.

During the period from the Effective Date through the Termination Date (the “**Transition Period**”), the Executive shall (i) continue to devote his full-time and effort to the performance of his duties as Chief Executive Officer of the Company, including required business travel; and (ii) transition his responsibilities to such other person(s) that the Board designates.

Effective as of the Termination Date, Company and Executive hereby terminate the Employment Agreement and each party hereby releases the other party from any further obligation under the Employment Agreement, with the exception of the continuing obligations outlined herein.

Prior to the Termination Date, the Employment Agreement shall remain in full force and effect. Nothing herein shall be considered a guarantee of Executive’s employment through the Termination Date, and either party may terminate Executive’s employment prior to such date in accordance with the terms of the Employment Agreement.

2. **Severance:** Provided Executive remains employed until his Termination Date and if requested by the Company on, or prior to, the Termination Date, executes another release and covenant not to sue agreement following his Termination Date containing provisions similar to those herein, Company agrees to pay or provide Executive the Accrued Benefits (as defined in the Employment Agreement) and the following Severance Benefits as described in Section 9(d) of the Employment Agreement (collectively, the “**Severance Benefits**”):

(a) The Annual Bonus (as defined in the Employment Agreement), if any is earned for calendar year 2025, with such payment to be made based on actual performance and at the time bonus payments are made to other executives of the Company generally;

(b) A lump sum cash payment equal to two (2) times Executive’s Target Annual Bonus (as defined in the Employment Agreement) for 2025) to be paid within five (5) business days of the Termination Date;

(c) Continued payment of Executive’s base salary as in effect on the Termination Date for twenty-four (24) months following the Termination Date (the “**Severance Period**”), payable in accordance with the Company’s normal payroll practices;

(d) Except as provided in subsection (e), all of Executive’s outstanding equity awards as of the Termination Date that were granted pursuant to Section 5(c)(i) of the Employment Agreement shall continue to vest during the Severance Period;

(e) Executive’s Performance-Based Restricted Stock Unit Award Agreement, dated September 7, 2021, shall vest upon the Termination Date, as required by the terms of such agreement;

(f) The Continued Coverage Payment (as defined in the Employment Agreement) which shall be payable for twelve (12) months following the Termination Date in equal installments in accordance with the Company’s normal payroll practices; and

(g) Payment for executive outplacement with a provider of Executive’s choice, up to a maximum of \$25,000.

Each of the foregoing, as of the Effective Date, is detailed in the attached **Exhibit A** and Executive confirms that the information on **Exhibit A** is correct and complete as of the Effective Date. If necessary, the Company shall provide an updated **Exhibit A** to Executive on (or as soon as practicable following) the Termination Date, to reflect any changes that have occurred between the Effective Date and the Termination Date.

3. **Board Membership:** For clarity, Executive is not resigning his position as a member of the Company’s Board of Directors (the “**Board**”) as of the Termination Date. Executive acknowledges that for so long as he continues to serve on the Board, it will be in a non-employee capacity and he will be paid for his services on the Board in accordance with the Company’s policies for Board compensation, including a pro-rated payment for his remaining 2025-2026 term. As further consideration for Executive to enter into this Agreement, the

Company agrees to amend Executive's Nonqualified Stock Option Award Agreement entered into as of Mar 20, 2018 to provide for the Executive to have 90 days to exercise any vested stock option from the later of (a) the date of termination of Executive's employment and (y) the last day of Executive's service as a director on the Board. In no event shall the exercise period be extended beyond the original 10-year term of such stock options. Further, Executive's outstanding 2023, 2024 and 2025 grant agreements relating to unvested restricted stock units (including performance-based restricted stock units) will be amended to provide for the continued vesting of such awards through March 1, 2028. Except as otherwise provided herein, the Executive's outstanding equity awards remain subject to the terms and conditions of the governing grant agreements.

4. General Release:

a. Executive for himself and on behalf of Executive's attorneys, heirs, assigns, successors, executors, and administrators, each in their capacity as such, IRREVOCABLY AND UNCONDITIONALLY RELEASES, ACQUITS AND FOREVER DISCHARGES Company and any current or former stockholders, directors, parent, subsidiary, affiliated, and related corporations, firms, associations, partnerships, and entities, and their successors and assigns, each in their capacity as such, from any and all claims and causes of action whatsoever, whether known or unknown or whether connected with Executive's employment by Company or not, which may have arisen, or which may arise, prior to, or at the time of, the execution of this Agreement, including, but not limited to, any claim or cause of action arising out of any contract, express or implied, any covenant of good faith and fair dealing, express or implied, any tort (whether intentional or released in this agreement), or under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Worker Adjustment and Retraining Notification (WARN) Act, the Older Workers Benefit Protection Act, the Arizona Civil Rights Act, as amended, the Arizona Employment Protection Act, as amended, Arizona wage statutes, the Arizona Medical Marijuana Act, or any other municipal, local, state, or federal law, common or statutory, but excluding any claims relating to vested benefits under any Company employee benefit plan (including without limitation any such plan subject to the Employee Retirement Income Security Act of 1974, as amended) and any claims which Executive cannot release as a matter of applicable law.

Without limiting the foregoing, Executive's release includes any and all existing claims that in any way involve or arise from the employment relationship between Executive and the Company that exist as of the Executive's execution of this Agreement, even if the facts and/or legal theories supporting those claims are unknown to Executive at this time.

Furthermore, neither this Agreement nor the Employment Agreement shall apply to, modify or in any way supersede obligations arising from any of (i) the terms of directors and officers insurance or (ii) any indemnification agreement for the benefit of the Executive as a result of the Executive's position as a director or officer of Company

or one of its affiliates. Notwithstanding anything to the contrary in this Agreement, this Agreement does not waive any claims or rights: (x) that may arise after the date on which Executive signs this Agreement, including the right to enforce this Agreement; (y) that cannot be released as a matter of law, including Executive's rights to COBRA, workers compensation, and unemployment insurance (the application for which shall not be contested by Company); and/or (z) to accrued, vested benefits under any employee benefit, stock, savings, insurance, or pension plan of Company.

b. The Company hereby releases, waives and forever discharges, Executive and his immediate family members, heirs, executors, administrators, trusts, agents, beneficiaries, successors in interest and assignees of and from, any and all claims growing out of, resulting from, or connected in any way to Executive's employment with the Company and/or Executive's separation from employment with the Company.

c. As a result of and in connection with the general statements of release of claims above, the parties intend that each party is releasing, waiving and discharging any and all claims and demands, known or unknown, and all manner of action and actions, causes of action, suits, administrative proceedings, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, torts, trespasses, damages, judgments, executions, warranties, claims and demands whatsoever, in law or in equity, which each party ever had or now has or in the future may have against the other party, by reason of any matter, cause or thing whatsoever arising at any time up to the date of the Effective Date of this Agreement.

5. Covenant Not to Sue: Executive also COVENANTS NOT TO SUE, OR OTHERWISE PARTICIPATE IN ANY ACTION OR CLASS ACTION against Company or any of the released parties based upon any of the claims released in this Agreement. Executive acknowledges and agrees that this Agreement may be pled as a complete bar to any action or suit before any court or adjudicative body with respect to any complaint or claim arising under any federal, state, local or other law relating to any possible claim that existed or may have existed as a result of Executive's employment or termination with the Company.

Notwithstanding the foregoing, Executive shall not be considered in breach of this provision with respect to any of the following: the Executive reports possible violations of law to any government agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, makes other disclosures under the whistleblower provisions of federal or state law or regulation, participates in any action in connection therewith, or receives any monetary awards for any such disclosures or otherwise participates or cooperates in connection with any whistleblower activity protected by law.

Further, nothing in this Agreement is intended to limit or impair in any way Executive's right to file a charge with the U.S. Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), or any similar, federal, state or local agencies, or Executive's right to participate in any such charge filed with such agencies and to recover any

appropriate relief in any such action. However, Executive waives any right to any personal recovery in any action or proceeding that may be commenced on Executive's behalf in any way arising out of or relating to the matters released in this Agreement. This Agreement shall not preclude Executive from bringing a charge or suit to challenge the validity or enforceability of this Agreement under the Age Discrimination in Employment Act (29 U.S.C. § 620, et seq.) as amended by the Older Workers Benefit Protection Act.

6. Right to Revoke: Executive may revoke this Agreement by notice to Company, in writing, received within seven (7) days of the date of its execution by Executive (the "**Revocation Period**"). Executive agrees that Executive will not receive the benefits provided by this Agreement if Executive revokes this Agreement. Executive also acknowledges and agrees that if Company has not received from Executive notice of Executive's revocation of this Agreement prior to the expiration of the Revocation Period, Executive will have forever waived Executive's right to revoke this Agreement, and this Agreement shall thereafter be enforceable and have full force and effect commencing the day after the end of the Revocation Period. Notice of revocation must be delivered in writing to the Company no later than the seventh day of the revocation period to: Hezron Lopez, Executive Vice President, Chief Legal and Compliance Officer and ESG, 6400 E. McDowell Rd., Suite 300, Phoenix, AZ 85258.

7. Acknowledgement: Executive acknowledges and agrees that: (a) except as provided by this Agreement, Executive has no contractual right or claim to the Severance Benefits; (b) payments pursuant to this Agreement shall terminate immediately if Executive materially breaches any of the material provisions of this Agreement or the Employment Agreement; and (c) by provision of this Agreement, Company has satisfied its notice obligations of Section 8(b) of the Employment Agreement.

8. Non-Admissions: Executive acknowledges that by entering into this Agreement, Company does not admit, and does specifically deny, any violation of any local, state, or federal law.

9. Nondisparagement: Each party agrees that it will not make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices or conduct of the other including, in the case of Company, its employees, directors and stockholders; provided that the foregoing shall not apply to (i) any truthful disclosure made in any legal proceedings; (ii) statements made as required to fulfill the Executive's duties through the Termination Date and subsequently as a member of the Board or (iii) the reporting of possible violations of law to any government agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures under the whistleblower provisions of federal or state law or regulation, or providing cooperation with respect thereto.

10. Cooperation: Executive agrees that he will provide to the Company, upon reasonable notice from the Company, such information and assistance in the nature of testifying and the preparation therefore as may reasonably be requested by the Company in connection

with any litigation, administrative or agency proceeding, or other legal proceeding in which it or any of its affiliates is or may become a party; provided, however, that the Company agrees to reimburse Executive for any reasonably, related expenses, including travel expenses approved by the parties, and shall pay the Executive a daily per diem comparable to his base salary on the Termination Date.

11. Acknowledgement of Restrictions; Confidential Information: Executive acknowledges and agrees that Executive has continuing non-competition, non-solicitation and non-disclosure obligations under the Employment Agreement and under certain equity grants that Executive has executed. Executive acknowledges and reaffirms Executive's obligation to continue to abide fully and completely with all such post-employment provisions and agrees that nothing in this Agreement shall operate to excuse or otherwise relieve Executive of such obligations.

12. Severability: If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and/or construed in remaining part to the full extent allowed by law, with the remaining provisions of this Agreement continuing in full force and effect.

13. Entire Agreement: This Agreement, along with the agreements referenced herein, constitute the entire agreement between the Executive and Company with respect to his termination on the Termination Date, and supersedes all prior and contemporaneous negotiations and agreements, oral or written. This Agreement cannot be changed or terminated except pursuant to a written agreement executed by the parties.

14. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, except where preempted by federal law.

15. Statement of Understanding: By executing this Agreement, Executive acknowledges that (a) Executive has had at least twenty-one (21) days, in accordance with the Age Discrimination in Employment Act, as amended, (the "**ADEA**") to consider the terms of this Agreement and has considered its terms for such a period of time or has knowingly and voluntarily waived Executive's right to do so by executing this Agreement and returning it to Company; (b) Executive has been advised by Company to consult with an attorney regarding the terms of this Agreement; (c) Executive has consulted with, or has had sufficient opportunity to consult with, an attorney of Executive's own choosing regarding the terms of this Agreement; (d) any and all questions regarding the terms of this Agreement have been asked and answered to Executive's complete satisfaction; (e) Executive has read this Agreement and fully understands its terms and their import; (f) except as provided by this Agreement, Executive has no contractual right or claim to the benefits and payments described herein; (g) the consideration provided for herein is good and valuable; and (h) Executive is entering into this Agreement voluntarily, of Executive's own free will, and without any coercion, undue influence, threat, or intimidation of any kind or type whatsoever.

HAVING READ AND UNDERSTOOD THIS AGREEMENT, CONSULTED COUNSEL OR VOLUNTARILY ELECTED NOT TO CONSULT COUNSEL, AND HAVING HAD SUFFICIENT TIME TO CONSIDER WHETHER TO ENTER INTO THIS AGREEMENT, THE UNDERSIGNED HEREBY EXECUTE THIS AGREEMENT ON THE DATES SET FORTH BELOW.

EXECUTIVE

/s/ Brad Sultz

Brad Sultz

Date: September 3, 2025

WILLSCOT HOLDINGS CORPORATION

By: /s/ Worthing Jackman

Name Worthing Jackman

Title: Chairman of the Board

Date: September 3, 2025

EXHIBIT A

[To be provided]

FORM OF NONQUALIFIED STOCK OPTION AWARD AGREEMENT

This Nonqualified Stock Option Award Agreement (this “**Agreement**”) is made and entered into as of **###GRANT_DATE###** (the “**Grant Date**”) by and between WillScot Holdings Corporation, a Delaware corporation (the “**Company**”), and **###PARTICIPANT_NAME###** (the “**Participant**”). This Agreement is being entered into pursuant to the WillScot Holdings Corporation 2020 Incentive Award Plan (the “**Plan**”). Capitalized terms used in this Agreement but not defined herein will have the meaning ascribed to them in the Plan.

1. **Grant of Option.** Pursuant to Section 7 of the Plan, the Company hereby grants to the Participant on the Grant Date an option (the “**Option**”) to purchase a total of **###TOTAL_AWARDS###** Common Shares of the Company, at an exercise price of **###EXER_PRICE###** per Common Share (“**Exercise Price**”), subject to the terms and conditions of the Plan and this Agreement. The Option is intended to be a Nonqualified Stock Option and not an Incentive Stock Option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the “**Code**”).

2. **Consideration.** The grant of the Option is made in consideration of the services to be rendered by the Participant to the Company.

3. **Vesting; Term.**

3.1 **Vesting Schedule.** Except as otherwise provided in Section 4 or in the Plan, provided that the Participant remains in continuous service through the applicable vesting date, the Participant’s rights with respect to the number of Common Shares that corresponds to such vesting date, as specified in the chart below, shall become vested and may be exercised.

###VEST_SCHEDULE_TABLE###

3.2 **Expiration.** The Option shall expire on the tenth (10th) anniversary of the Grant Date (the “**Expiration Date**”). The Option may be terminated prior to the Expiration Date as set forth in Section 4 or in the Plan.

4. **Termination of Service/Employment.**

4.1 **Forfeiture.** If the Participant’s employment or service terminates for any reason other than death or Disability (as described in Section 4.2) at any time before the Option has vested in full, then the unvested portion of the Option shall be automatically forfeited upon such termination of employment or service and neither the Company nor any Affiliate shall have any further obligations to the Participant under this Agreement with respect to such unvested portion.

4.2 **Termination due to Death or Disability.** If the Participant’s employment or service is terminated as a result of such Participant’s death or Disability (as defined herein), provided the Participant could not be terminated for Cause at such time, the Participant shall become fully vested in the Option shall be forfeited upon such termination of employment or service, and the Option may be exercised until the earlier of (a) the second (2nd) anniversary of the date of the Participant’s termination of employment or service, or (b) the Expiration Date. For purposes of this Agreement, the Participant is considered to have terminated due to “Disability” if the Participant’s termination of employment or service occurs on or following the date the Participant is determined to be disabled under the long-term disability plan maintained by the Company or its Affiliate in which the Participant participates.

4.3 Termination for Reasons Other Than Death, Disability or Cause. If the Participant's employment or service terminates for any reason other than such Participant's death or Disability, and other than such Participant's termination of employment or service for Cause, the Participant may exercise the vested portion of the Option until the earlier of (a) 90 days following the date of such termination of employment or service, or (b) the Expiration Date.

4.4 Termination for Cause. If the Participant's employment or service is terminated for Cause, the Option (whether vested or unvested) shall immediately terminate and cease to be exercisable.

4.5 Extension of Termination Date. If following the Participant's termination of employment or service for any reason the exercise of the Option is prohibited because the exercise of the Option would violate applicable securities laws, then the expiration of the Option shall be extended to a date that is thirty (30) calendar days following the date such exercise would no longer violate applicable securities laws (so long as such extension shall not violate Section 409A of the Code); provided, that, in no event shall such expiration date be extended beyond the Expiration Date.

4.6 Effect of Other Agreements; Qualifying Termination. Notwithstanding the foregoing or any provision of this Agreement or the Plan to the contrary: (a) if the Participant has in effect an employment, retention or separation agreement that addresses the treatment of the Option upon the Participant's termination of employment or service, then such agreement shall apply and shall supersede the foregoing provisions, and (b) if the Participant experiences a Qualifying Termination on or within the 12-month period following the consummation of the Change in Control, the Option shall vest in full as of such date.

5. Manner of Exercise.

5.1 Method of Exercise. To exercise the Option, the Participant (or in the case of exercise after the Participant's death or incapacity, the Participant's executor, administrator, heir or legatee, as the case may be) must deliver to the Company a written or electronic notice of exercise in the manner designated by the Committee for such purpose. Any such notice of exercise shall be accompanied by payment of the Exercise Price.

5.2 Payment of Exercise Price. The Exercise Price shall be payable (a) in cash, check, cash equivalent and/or Common Shares valued at the Fair Market Value at the time the Option is exercised (including, pursuant to procedures approved by the Committee, by means of attestation of ownership of a sufficient number of Common Shares in lieu of actual delivery of such shares to the Company), provided that such Common Shares are not subject to any pledge or other security interest and are Mature Shares; or (b) by such other method as the Committee may permit in accordance with applicable law, in its sole discretion, including without limitation: (i) in other property having a Fair Market Value on the date of exercise equal to the Exercise Price or (ii) if there is a public market for the Common Shares at such time, by means of a broker-assisted "cashless exercise" pursuant to which the Company is delivered a copy of irrevocable instructions to a stockbroker to sell the Common Shares otherwise deliverable upon the exercise of the Option and to deliver promptly to the Company an amount equal to the Exercise Price, or (iii) by a "net exercise" method whereby the Company withholds from the delivery of the Common Shares for which the Option was exercised that number of Common Shares having a Fair Market Value equal to the aggregate Exercise Price for the Common Shares for which the Option was exercised.

5.3 Issuance of Shares. Provided that the exercise notice and payment are in form and substance satisfactory to the Company, and the tax withholding obligations have been satisfied, the Company shall (a) issue and deliver to the Participant (or in the case of exercise after the

Participant's death, the Participant's executor, administrator, heir or legatee, as the case may be), without charge, the number of Common Shares being exercised (after adjustment for any "net exercise," if applicable), and (b) enter the recipient's name on the books of the Company as the shareholder of record with respect to the Common Shares so delivered; provided, however, that the Committee may, in its sole discretion elect to defer the delivery of Common Shares if such delivery would result in a violation of applicable law until such time as is no longer the case.

6. No Rights to Continued Service/Employment. Neither the Plan nor this Agreement shall confer upon the Participant any right to be retained in any position, as an employee, consultant or director of the Company or an Affiliate. Further, nothing in the Plan or this Agreement shall be construed to limit the discretion of the Company or an Affiliate to terminate the Participant's employment or service with the Company or an Affiliate at any time, with or without Cause.

7. Adjustments. In the event of any change to the outstanding Common Shares or the capital structure of the Company (including, without limitation, a Change in Control), if required, the Option shall be adjusted or terminated in any manner as contemplated by Section 12 of the Plan.

8.

9. Beneficiary Designation. The Participant may file with the Committee a written designation of one or more persons as the beneficiary(ies) who shall be entitled to exercise his or her rights under this Agreement and the Plan, if any, in case of his or her death, in accordance with Section 16(f) of the Plan.

10. Tax Liability and Withholding.

10.1 The Participant shall be required to pay to the Company, and the Company shall have the right to deduct from any compensation paid to the Participant pursuant to the Plan, the amount of any required withholding taxes in respect of the exercise of the Option and to take all such other action as the Committee deems necessary to satisfy all obligations for the payment of such withholding taxes in accordance with Section 16(c) of the Plan. The Committee may permit the Participant to satisfy any federal, state or local tax withholding obligation by any of the following means, or by a combination of such means of the Plan, (a) tendering a cash payment, (b) authorizing the Company to withhold Common Shares from the Common Shares otherwise issuable or deliverable to the Participant as a result of the exercise of the Option (provided, however, that no Common Shares shall be withheld with a value exceeding the maximum amount of tax required to be withheld by law), or (c) delivering to the Company previously owned and unencumbered Common Shares.

10.2 Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding ("**Tax-Related Items**"), the ultimate liability for all Tax-Related Items is and remains the Participant's responsibility and the Company (a) makes no representation or undertakings regarding the treatment of any Tax-Related Items in connection with the grant, vesting, or exercise of the Option or the subsequent sale of any shares acquired on exercise; and (b) does not commit to structure the Option to reduce or eliminate the Participant's liability for Tax-Related Items.

11. Compliance with Law. The exercise of the Option and the issuance and transfer of Common Shares shall be subject to compliance by the Company and the Participant with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Common Shares may be listed. No Common Shares shall be issued pursuant to the Option unless and until any then applicable requirements of state or federal

laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel. The Participant understands that the Company is under no obligation to register the Common Shares with the Securities and Exchange Commission, any state securities commission or any stock exchange to effect such compliance.

12. Notices. Any notice required to be delivered to the Company under this Agreement shall be in writing and addressed to the Vice President – Human Resources of the Company at its principal corporate offices. Any notice required to be delivered to the Participant under this Agreement shall be in writing and addressed to the Participant at the Participant's address as shown in the records of the Company. Either party may designate another address in writing (or by such other method approved by the Company) from time to time.

13. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of New York without regard to conflict of law principles.

14. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by the Participant or the Company to the Committee for review. The resolution of such dispute by the Committee shall be final and binding on the Participant and the Company.

15. Participant Bound By Plan. This Agreement is subject to all terms and conditions of the Plan as approved by the Company's shareholders. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

16. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Participant and the Participant's beneficiaries, executors, administrators and the person(s) to whom the Option may be transferred by will or the laws of descent or distribution.

17. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

18. Discretionary Nature of Plan. The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion. The grant of the Option in this Agreement does not create any contractual right or other right to receive any Options or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Participant's employment with the Company.

19. Amendment. The Committee has the right to amend, alter, suspend, discontinue or cancel the Option, prospectively or retroactively; provided, that, no such amendment shall adversely affect the Participant's material rights under this Agreement without the Participant's consent.

20. Section 409A. This Agreement is intended to be exempt from Section 409A of the Code and shall be construed and interpreted in a manner consistent with the requirements for avoiding additional taxes or penalties under Section 409A of the Code. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A of the Code and in no event shall the Company be

liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Participant on account of non-compliance with Section 409A of the Code.

21. No Impact on Other Benefits. The value of the Participant's Option is not part of his or her normal or expected compensation for purposes of calculating any severance, retirement, welfare, insurance or similar employee benefit.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

23. Acceptance. The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. The Participant has read and understands the terms and provisions thereof, and accepts the Option subject to all of the terms and conditions of the Plan and this Agreement. The Participant acknowledges that there may be adverse tax consequences upon exercise of the Option or disposition of the underlying shares and that the Participant should consult a tax advisor prior to such exercise or disposition.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WILLSCOT HOLDINGS CORPORATION

By: _____

Name:

Title:

BRADLEY L. SOULTZ

By: _____

Name:

September 3, 2025

Worthing Jackman

via Email

Dear Worthing,

This letter sets forth the terms of your employment as the Executive Chair of the Board of Directors of WillScot Holdings Corporation ("Company").

The details of the position are as follows:

- **TERM:** September 4, 2025 ("Start Date") through December 31, 2027 ("End Date")
- **WORK LOCATION:** Our Phoenix, Arizona headquarters
- **REPORTING:** To the Board of Directors
- **SALARY:** \$300,000 annualized base salary
- **JOB DESCRIPTION:** See attached **Exhibit A**
- **BENEFITS:** If you meet the eligibility requirements for the programs, you will be eligible to participate in WillScot's comprehensive benefits programs. Our programs include automatic enrollment in the Company 401(k) Retirement Savings Plan.
- **TIME OFF:** You will be eligible for our flexible time off plan each year.
- **REIMBURSEMENT:** During the term of your employment, the Company will reimburse you for reasonable travel and related expenses to and from its HQ and other Company locations, investor events, Company events, industry events, including housing and meal expenses incurred by you while you are performing services on behalf of the Company.
- **STIP:** You will not be eligible to participate in the Short-Term Incentive Plan (STIP), unless the Board determines otherwise.
- **LTIP:** You will not be eligible to receive annual equity awards under the WillScot Holdings Corporation 2020 Incentive Award Plan or other long-term equity incentive plan of the Company in effect ("Plan"). Instead, you will be provided with the following one-time equity awards, which are subject to the terms of the Plan and require your acknowledgement of the equity award agreements:
 - **Performance Share Units ("PSUs"):** PSUs having a grant date value of \$1,600,000 will be granted in the first quarter of 2026 (at the same time grants

are made to other similarly situated executives) and will vest at the end of a three-year performance period if the performance goals established by the Compensation Committee are met. In the event that you cease to serve as the Executive Chair but remain on the Board prior to the End Date, or in the case of any other employment termination initiated by the Company prior to the End Date, or in the event your employment terminates on the End Date, any unvested PSUs will remain outstanding and are eligible to vest at the normal time if the performance goals are met.

- **Stock Options (“Stock Options”)**: 120,000 Stock Options will be granted on or as soon as practicable following the Start Date and will vest 50% on each of the first and second anniversaries of the grant date. Vesting will be accelerated in the event that you cease to serve as the Executive Chair but remain on the Board, or experience any other termination of employment initiated by the Company, prior to the End Date.
- **Restricted Stock Units (“RSUs”)**: RSUs having a grant date value of \$1,200,000 will be granted on or as soon as practicable following the Start Date and will vest 50% on each of the first and second anniversaries of the grant date. Vesting will be accelerated in the event that you cease to serve as the Executive Chair but remain on the Board, or experience any other termination of employment initiated by the Company, prior to the End Date.

Notwithstanding the foregoing, if the Company terminates your employment prior to the End Date for “cause” then you will not be entitled to the accelerated vesting of the awards as described above. “Cause” means (a) your conviction of, or plea of nolo contendere to, a felony (other than in connection with a traffic violation) under any state or federal law, the circumstances of which are substantially related to your duties or responsibilities; (b) your failure to substantially perform your essential job functions hereunder after receipt of written notice from the Company requesting such performance; (c) a material act of fraud or material misconduct by you with respect, in each case, to the Company or any of its affiliates; (d) any material misconduct by you that could be reasonably expected to damage the reputation or business of the Company or any of its affiliates; or (e) your material violation of a material written policy of the Company.

To the extent required to comply with Section 409A of the Internal Revenue Code, settlement of the RSUs that vest upon a termination of employment may be delayed for six months following your termination date.

Additional details about any equity award(s), including vesting conditions, will be included in the grant acceptance agreement for each applicable award.

- **SEVERANCE:** Despite the term of employment described above, your employment is at-will at all times, meaning that you or the Company may terminate your employment at any time and for any reason. If the Company terminates your employment prior to the End Date, your sole right upon termination is to receive any accrued but unpaid salary, any benefits to which you are entitled pursuant to the Company's benefit programs, and the vesting (or continued vesting) of the equity awards, if any, as described above. The Company may require that you execute a release of claims as a condition to the vesting (or continued vesting) of your equity awards.
- **RESTRICTIVE COVENANTS:** By accepting this offer, you agree, during and for the 24-month period after your employment ends for any reason:

- You will not knowingly use, disclose or transfer any Company Confidential Information other than as authorized in writing by the Company or within the scope of your duties. "Confidential Information" means trade secrets or proprietary information belonging to the Company or its subsidiaries or other confidential financial information, operating budgets, strategic plans, research methods, personnel data, projects or plans, or similar non-public information.

You are not prohibited, however, from reporting a possible violation of federal, state, or local law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, or any agency (including but not limited to the National Labor Relations Board or the Equal Employment Opportunity Commission) or Inspector General, or making other disclosures that are protected under any whistleblower provision of federal, state, or local law or regulation.

This provision does not diminish or limit any protection granted by law to trade secrets or relieves you of any duty not to disclose, use, or misappropriate any information that is a trade secret, for as long as such information remains a trade secret.

- You will not, personally or in conjunction with others, either (i) solicit, interfere with, or endeavor to cause any Restricted Employee to leave his or her employment, or (ii) otherwise induce or attempt to induce any such Restricted Employee to terminate employment. A "Restricted Employee" is a Company employee (A) with whom you have a working relationship or (B) whom has special knowledge and/or information (including access to Confidential Information) that could cause damage or harm to the Company.

- You will not, directly or indirectly, (i) solicit or encourage any client or customer of the Company or its subsidiaries (or any person or entity who was such a client or customer within the prior 12 months) that you either dealt with or had Confidential Information about, to terminate, reduce or alter in a manner adverse their existing business arrangements with the Company or subsidiary; (ii) provide services to any entity or person in the United States, Canada or Mexico (or any other geographic area in which the Company or its subsidiaries conducts business, or is actively planning to conduct business) if the person or entity competes with the Company or its subsidiaries in the same business and the services you would provide are competitive with the Company's or its subsidiary's business or substantially similar to those you provided while employed.
- You also agree that these restrictions may be modified by a court, to the minimum extent necessary, to conform these restrictions with applicable law.

Your employment is contingent upon you providing documentation within your first three (3) days of work that you are legally eligible to work in the United States.

Please feel free to reach out with any questions you may have as you review our offer.

Sincerely,

/s/ Natalia Johnson
Natalia Johnson
Chair, Compensation Committee



ACKNOWLEDGMENT: I have read this offer letter in its entirety and understand the terms and conditions of employment described in this letter and any attached documents. I understand and agree that this offer letter does not constitute an employment contract or create any contractual rights, and I will be employed on an at-will basis.

Agreed and accepted by:

/s/ Worthing Jackman

Signature: Worthing Jackman

Date: September 3, 2025

Exhibit A

The Executive Chair, as both an employee and director of the Company, will have two primary responsibilities:

- First, the Executive Chair will leverage their extensive knowledge and experience to provide strategic oversight and ensure a smooth transition for the incoming President and Chief Executive Officer of WillScot (the “CEO”), during the term of the Executive Chair’s employment with the Company. The Executive Chair will serve as a trusted advisor to the incoming CEO (both prior to and upon the individual’s assumption of such role) and will be responsible for overseeing the CEO’s development and effective performance, including assisting the CEO in achieving the Company’s strategic plan.
- Second, the Executive Chair will also be responsible for the management, development and effective performance of the Board, and providing leadership to the Directors in carrying out their collective responsibilities to supervise the management of the business and affairs of the Company.

Specific duties of the Executive Chair are described below.

With the CEO/As Management Team Member:

The following responsibilities will apply during the period leading up to and following the incoming CEO’s assumption of such position:

- Act as the principal sounding board, mentor, advisor and confidant to the CEO, leveraging their experience to offer strategic insights and ensure a smooth transition of leadership;
- Provide guidance on key decisions and help the CEO align with the Board’s vision;
- Foster open dialogue with the CEO, and provide clear communication of expectations and constructive feedback to the CEO;
- Advise the CEO on defining issues, maintaining accountability and building relationships;
- Work closely with the CEO to determine, review and support the Company’s strategies and to capitalize on opportunities for growth and acquisitions, including assisting the CEO with developing corporate objectives and providing quarterly reports to the Board regarding the Company’s progress towards achievement of such objectives as well as analyzing the Company’s performance against peers;
- Assist the CEO and other members of the senior management team in the short- and long-term planning activities of the Company including acquisition and growth strategies;
- In conjunction with the CEO, represent the Company before its stakeholders, including shareholders, managers and employees, the investment community, the industry and the public;

- Develop and maintain a good working relationship between the Executive Chair, the CEO, and the Board to assure open communications, cooperation, mutual trust/respect, and commonality of purpose;
- Consult with the CEO regarding the CEO's recommendation of compensation changes, hiring and termination of the CEO's direct reports. For direct reports to the CEO who are also Executive Officers, any compensation changes must be reviewed and approved by the Compensation Committee; and
- Work closely with the CEO and the Chair of the Nominating and Governance Committee to further the creation of a healthy corporate governance culture within the Company.

For clarity, the CEO will be responsible for operational management of the Company (the day-to-day operations), implementing the strategic vision of the Company developed in partnership with the Board, leading the executive team, and providing updates on performance, and other duties specified by the Board. The executive team will be direct reports to the CEO.

With the Board:

- Preside over the Board's meetings and meetings of the shareholders of the Company;
- Establish the agenda for meetings of the Board in discussion with the CEO, and ensure the proper and timely flow of information to the Board sufficiently in advance of meetings;
- Establish, with the Board, clear metrics for evaluating the performance of the CEO and other NEOs, provide quarterly updates on same, and oversee the completion of the annual performance reviews of the CEO and other NEOs;
- Advise the Board with respect to the performance of the CEO;
- Establish a trusting and transparent environment whereby the Directors and management understand the responsibilities of the Board and that the boundaries between the Board's responsibilities and those of management are understood and respected;
- Lead the Board in ensuring that the Board and its Committees assume their duties and responsibilities for the stewardship of the Company as set out in the corporate governance policies approved by the Board;
- Act as a liaison between the Company's management and the Board;
- Monitor whether the Board's Committees are working effectively consistent with the Company's corporate governance guidelines;
- Monitor whether the Board is receiving timely information of appropriate quality before, during and after Board meetings;
- Communicate with the CEO regarding concerns of the Board, shareholders, other key stakeholders;
- Carry out other duties requested by the Directors, as needs and circumstances arise; and
- Consider and approve the assumption of directorships in other companies, consistent with the Company's corporate governance guidelines.