

WILLSCOT ■ MOBILE MINI
HOLDINGS CORP



Dear Valued Vendor/Supplier:

As a result of a business combination that occurred on July 1, 2020, Williams Scotsman, Inc., Mobile Mini, Inc. are now affiliated operating entities and majority owned subsidiaries of WillScot Mobile Mini Holdings Corp., a publicly traded entity on the NASDAQ exchange (WSC) (collectively these entities may be referred to hereinafter as the "Company").

The Company takes its responsibility as a corporate citizen very seriously and we are determined to conduct our business in accordance with the highest ethical standards. For this reason, the Company does not engage in business with companies or individuals that do not meet these standards. This Vendor Ethics Statement (the "Statement") sets forth the minimum standards expected of all vendors conducting business with the Company. The term "Vendors" (individually, a "Vendor"), as used in this Code, means any Supplier, affiliate, subsidiary, employee, agent, subcontractor, or other representative of an entity that provides goods or services to, or on behalf of, WillScot Mobile Mini Holdings Corp., its subsidiaries and/or affiliates, including Williams Scotsman, Inc., (collectively, "WSMM").

COMPLIANCE WITH LAWS, REGULATIONS AND COMPANY POLICIES

Vendor must fully comply with all applicable national and/or local laws and regulations and Company policies, including the Company's Human Rights Policy, Health & Safety Culture Policy, Whistleblower Policy, Environmental Policy (the "Policies") and Vendor Code of Business Conduct (the "CoBC") found at <https://www.willscotmobilemini.com/index.php/corporate-governance/governance-overview>. To the extent that Company policies or codes impose a higher standard than what is required by applicable national and/or local laws and regulations on its vendors, such higher standard will prevail.

EMPLOYMENT/CONFLICTS OF INTEREST

The Company requires that Vendor Partners disclose any direct or indirect family relationships to Company employees. Any such relationship (or lack thereof) must be listed in Appendix A and approved in advance by an Officer of the Company. Failure to disclose direct or indirect family relationships is cause for termination of agreement/contract with vendor without penalty to the Company.

INVOICE PAYMENT

To protect the Company from incorrect or fraudulent billings, the Company reserves the right to (1) withhold payment of invoices that do not have proper purchase order information, description of service/work provided, and (if applicable) the corresponding Company unit number for which the work or service was provided and (2) refuse payment on invoices that are not filed in a timely manner.

GIFT, KICKBACK, AND GRATUITY POLICY

Gifts, no matter how well intentioned by the donor, tend to substitute subjective emotions and motives for objective judgement based on services, quality, and price. Accordingly, Company employees, regardless of their capacity, are required to report any personal or professional gifts

or gratuity they receive from any Vendor Partner. “Kickbacks” or other payments to Company employees are strictly forbidden. I hereby certify that no gifts or gratuity (including trips, cash, samples, event tickets, or discounts) nor any “kickbacks” or any other payments have been given to any Company employee.

COMPANY AFFIRMATIVE ACTION COMPLIANCE STATEMENT

As a federal government contractor, the Company complies with, and expects all of its subcontractors, suppliers and vendors to comply with, all of their applicable obligations under Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, Vietnam Era Veteran’s Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212 or any other law requiring equal opportunity for disabled persons, and other protected veterans. Further, the equal employment opportunity clauses set forth in 41 CFR 60-1.4(a) and 41 CFR60-741.5(a) are hereby incorporated by reference into all the transactions between our companies.

MONITORING AND ENFORCEMENT

The Company requires our vendors to regularly monitor their compliance with this Statement, the Policies and CoBC and to notify a Company Purchasing Representative immediately if they find themselves in violation of, or in non-compliance with, this Statement, the CoBC or the Policies or if the vendor has any concerns regarding potential non-compliance with this Statement, the CoBC or the Policies.

The Company will take affirmative measures to ensure compliance with the requirements laid out in this Statement, the CoBC and the Policies by use of questionnaires, information requests and/or announced or unannounced site inspections. We may visit vendor facilities, review documentation and conduct a full audit if necessary to ensure compliance with this Statement, the CoBC and/or the Policies, including vendor’s compliance with the environmental requirements contained therein.

If the Company determines that a vendor has violated this Statement, the CoBC or the Policies, we may require the vendor to provide information relating to the issue and demonstrate within 30 days that corrective action has been taken. We reserve the right, at our sole discretion, to suspend or terminate any relationship with the vendor for breach of the requirements of this Statement, the CoBC or the Policies.

DATA PROTECTION

The Company is committed to protecting the Personal Data of its subcontractors, suppliers, and vendors, and thus the Company complies with the requirements of the California Consumer Privacy Act of 2018 (CCPA). Vendors doing business in California should refer to the Company’s [Privacy Policy](#) to review its rights under the CCPA. By agreeing to the terms of this document Vendor acknowledges that it has received and reviewed a copy of the Company’s Privacy Policy and understands its rights thereunder.

CERTIFICATION

I understand that a violation of this Statement will constitute a breach in our relationship and may result in the termination of the Company's business relationship with Vendor Partner and cancellation of all outstanding orders. Notwithstanding the foregoing, the Company reserves the right to terminate its agreement with Vendor Partner at any time and for any reason.

I will inform my employees of the Company's standards and instruct them to comply. As an officer of the below named Vendor/Supplier Partner of the Company, I have read the principles and terms described in this Statement and agree that we are in full compliance with these principles and terms and will be bound by them.

Signature: _____ Date signed: _____

Individual Name: _____ Title: _____

Vendor/Supplier Name: _____

APPENDIX A — CONFLICTS OF INTEREST DISCLOSURE

In the space provided, list any familial relationships (meaning children, stepchildren, parent, stepparent, spouse, significant other, sibling, in-laws, or cousins) between Company employees and Vendor Partner. Please select "None" below if no such relationships or conflicts of interest exist.

() None

Company Employee (name and title)	Vendor/Supplier Employee (name and title)	Description of Relationship