

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**FORM 10-Q**

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the quarterly period ended September 30, 2024

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number: 001-13425

**rb GLOBAL™**

**RB Global, Inc.**

(Exact Name of Registrant as Specified in its Charter)

**Canada**

**98-0626225**

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification No.)

**Two Westbrook Corporate Center, Suite 500,  
Westchester, Illinois, USA**

**60154**

(Address of Principal Executive Offices)

(Zip Code)

**(708) 492-7000**

(Registrant's Telephone Number, including Area Code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common shares	RBA	New York Stock Exchange
Common Share Purchase Rights	N/A	New York Stock Exchange

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

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

Large accelerated filer  Accelerated filer  Non-accelerated filer   
Smaller reporting company  Emerging growth company

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

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

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practical date: 184,414,894 common shares, without par value, outstanding as of October 31, 2024.

**RB GLOBAL, INC.**  
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**PART I – FINANCIAL INFORMATION**

**ITEM 1: CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

**Condensed Consolidated Income Statements**

(Expressed in millions of U.S. dollars, except share and per share data)

(Unaudited)

	Three months ended September 30,		Nine months ended September 30,	
	2024	2023	2024	2023
Revenue:				
Service revenue	\$ 779.9	\$ 773.8	\$ 2,488.1	\$ 1,923.4
Inventory sales revenue	201.9	246.0	654.5	715.3
Total revenue	981.8	1,019.8	3,142.6	2,638.7
Operating expenses:				
Costs of services	339.7	316.8	1,041.5	680.5
Cost of inventory sold	193.5	230.0	612.8	673.4
Selling, general and administrative	177.8	203.5	584.5	546.2
Acquisition-related and integration costs	6.0	23.1	22.9	195.6
Depreciation and amortization	111.9	101.1	329.9	246.9
Total operating expenses	828.9	874.5	2,591.6	2,342.6
Gain on disposition of property, plant and equipment	0.5	0.5	3.2	4.4
Operating income	153.4	145.8	554.2	300.5
Interest expense	(57.2)	(63.7)	(181.0)	(149.6)
Interest income	6.9	4.5	20.3	15.8
Other income (loss), net	(1.2)	0.4	(2.2)	3.0
Foreign exchange gain (loss)	0.3	(0.7)	(1.6)	(1.4)
Income before income taxes	102.2	86.3	389.7	168.3
Income tax expense	26.2	23.1	95.3	46.5
Net income	\$ 76.0	\$ 63.2	\$ 294.4	\$ 121.8
Net income (loss) attributable to:				
Controlling interests	\$ 76.1	\$ 63.4	\$ 294.6	\$ 122.2
Redeemable non-controlling interests	(0.1)	(0.2)	(0.2)	(0.4)
Net income	\$ 76.0	\$ 63.2	\$ 294.4	\$ 121.8
Net income attributable to controlling interests	76.1	63.4	294.6	122.2
Cumulative dividends on Series A Senior Preferred Shares	(6.7)	(6.7)	(20.1)	(17.6)
Allocated earnings to Series A Senior Preferred Shares	(2.5)	(2.0)	(9.8)	(5.5)
Net income available to common stockholders	\$ 66.9	\$ 54.7	\$ 264.7	\$ 99.1
Earnings per share available to common stockholders:				
Basic	\$ 0.36	\$ 0.30	\$ 1.44	\$ 0.61
Diluted	\$ 0.36	\$ 0.30	\$ 1.43	\$ 0.61
Weighted average number of shares outstanding:				
Basic	184,304,993	182,148,717	183,752,510	161,724,677
Diluted	185,499,988	183,601,601	184,999,899	162,916,593

See accompanying notes to the condensed consolidated financial statements.

**Condensed Consolidated Statements of Comprehensive Income**

(Expressed in millions of U.S. dollars)

(Unaudited)

	Three months ended September 30,		Nine months ended September 30,	
	2024	2023	2024	2023
Net income	\$ 76.0	\$ 63.2	\$ 294.4	\$ 121.8
Other comprehensive income (loss), net of income tax:				
Foreign currency translation adjustment	28.6	(31.4)	(6.9)	1.6
Comprehensive income	<u>\$ 104.6</u>	<u>\$ 31.8</u>	<u>\$ 287.5</u>	<u>\$ 123.4</u>
Comprehensive income (loss) attributable to:				
Controlling interests	\$ 104.6	\$ 32.0	\$ 287.6	\$ 123.8
Non-controlling interests	0.1	—	0.1	—
Redeemable non-controlling interests	(0.1)	(0.2)	(0.2)	(0.4)
Comprehensive income	<u>\$ 104.6</u>	<u>\$ 31.8</u>	<u>\$ 287.5</u>	<u>\$ 123.4</u>

See accompanying notes to the condensed consolidated financial statements.

## Condensed Consolidated Balance Sheets

(Expressed in millions of U.S. dollars, except share data)

(Unaudited)

	September 30, 2024	December 31, 2023
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 650.7	\$ 576.2
Restricted cash	139.4	171.7
Trade and other receivables, net of allowance for credit losses of \$8.4 and \$6.4, respectively	736.3	731.5
Prepaid consigned vehicle charges	60.7	66.9
Inventory	163.9	166.5
Other current assets	82.4	91.2
Income taxes receivable	25.4	10.0
Total current assets	1,858.8	1,814.0
Property, plant and equipment, net	1,259.5	1,200.9
Operating lease right-of-use assets	1,431.9	1,475.5
Other non-current assets	96.7	85.6
Intangible assets, net	2,736.5	2,914.1
Goodwill	4,537.1	4,537.0
Deferred tax assets	11.5	10.3
Total assets	<u>\$ 11,932.0</u>	<u>\$ 12,037.4</u>
<b>Liabilities, Temporary Equity and Stockholders' Equity</b>		
Current liabilities:		
Auction proceeds payable	\$ 546.7	\$ 502.5
Trade and other liabilities	740.9	685.8
Current operating lease liabilities	116.4	118.0
Income taxes payable	9.3	8.5
Short-term debt	31.4	13.7
Current portion of long-term debt	4.4	14.2
Total current liabilities	1,449.1	1,342.7
Long-term operating lease liabilities	1,326.2	1,354.3
Long-term debt	2,724.9	3,061.6
Other non-current liabilities	90.6	86.7
Deferred tax liabilities	639.5	682.7
Total liabilities	6,230.3	6,528.0
Temporary equity:		
Series A Senior Preferred Shares; shares authorized, issued and outstanding: 485,000,000 (December 31, 2023: 485,000,000)	482.0	482.0
Redeemable non-controlling interest	8.2	8.4
Stockholders' equity:		
Senior preferred and junior preferred stock, unlimited shares authorized; shares issued and outstanding, other than Series A Senior Preferred Shares: nil (December 31, 2023: nil)	—	—
Common stock, no par value, unlimited shares authorized; shares issued and outstanding: 184,407,685 (December 31, 2023: 182,843,942)	4,140.5	4,054.2
Additional paid-in capital	85.2	88.0
Retained earnings	1,034.4	918.5
Accumulated other comprehensive loss	(51.0)	(44.0)
Stockholders' equity	5,209.1	5,016.7
Non-controlling interests	2.4	2.3
Total stockholders' equity	5,211.5	5,019.0
Total liabilities, temporary equity and stockholders' equity	<u>\$ 11,932.0</u>	<u>\$ 12,037.4</u>

See accompanying notes to the condensed consolidated financial statements.

**Condensed Consolidated Statements of Changes in Temporary Equity and Stockholders' Equity**  
(Expressed in millions of U.S. dollars, except where noted)  
(Unaudited)

	Senior A Senior Preferred Shares			Attributable to common stockholders						
				Common stock		Additional paid-In capital	Retained earnings	Accumulated other comprehensive loss	Non-controlling interest	Total stockholders' equity
				Number of shares	Amount					
	Number of shares	Amount	Redeemable non-controlling interest	Number of shares	Amount	Additional paid-In capital	Retained earnings	Accumulated other comprehensive loss	Non-controlling interest	Total stockholders' equity
<b>Three months ended September 30, 2024</b>										
Balance, June 30, 2024	485,000,000	\$ 482.0	\$ 8.3	184,238,275	\$ 4,132.7	\$ 81.9	\$ 1,020.2	\$ (79.5)	\$ 2.3	\$ 5,157.6
Net income (loss)	—	—	(0.1)	—	—	—	76.1	—	—	76.1
Other comprehensive income	—	—	—	—	—	—	—	28.5	0.1	28.6
	—	—	(0.1)	—	—	—	76.1	28.5	0.1	104.7
Stock option exercises	—	—	—	116,508	6.9	(1.2)	—	—	—	5.7
Issuance of common stock related to vesting of share units	—	—	—	52,902	0.9	(4.3)	—	—	—	(3.4)
Share-based payments expense	—	—	—	—	—	9.1	—	—	—	9.1
Equity-classified share units dividend equivalents	—	—	—	—	—	(0.3)	0.3	—	—	—
Participating dividends on Series A Senior Preferred Shares	—	—	—	—	—	—	(2.0)	—	—	(2.0)
Preferred dividends on Series A Senior Preferred Shares	—	—	—	—	—	—	(6.7)	—	—	(6.7)
Dividends paid to common stockholders	—	—	—	—	—	—	(53.5)	—	—	(53.5)
Balance, September 30, 2024	485,000,000	\$ 482.0	\$ 8.2	184,407,685	\$ 4,140.5	\$ 85.2	\$ 1,034.4	\$ (51.0)	\$ 2.4	\$ 5,211.5
<b>Three months ended September 30, 2023</b>										
Balance, June 30, 2023	485,000,000	\$ 482.0	\$ 8.7	181,983,976	\$ 3,995.1	\$ 89.7	\$ 887.1	\$ (52.1)	\$ 2.3	\$ 4,922.1
Net income (loss)	—	—	(0.2)	—	—	—	63.4	—	—	63.4
Other comprehensive loss	—	—	—	—	—	—	—	(31.4)	—	(31.4)
	—	—	(0.2)	—	—	—	63.4	(31.4)	—	32.0
Stock option exercises	—	—	—	250,275	14.5	(2.9)	—	—	—	11.6
Issuance of common stock related to vesting of share units	—	—	—	15,601	0.8	(1.3)	—	—	—	(0.5)
Share-based continuing employment costs related to business combinations	—	—	—	—	0.3	0.4	—	—	—	0.7
Share-based payments expense	—	—	—	—	—	5.9	—	—	—	5.9
Equity-classified share units dividend equivalents	—	—	—	—	—	0.3	(0.3)	—	—	—
Participating dividends on Series A Senior Preferred Shares	—	—	—	—	—	—	(1.8)	—	—	(1.8)
Preferential dividends on Series A Senior Preferred Shares	—	—	—	—	—	—	(6.7)	—	—	(6.7)
Dividends paid to common stockholders	—	—	—	—	—	—	(49.2)	—	—	(49.2)
Balance, September 30, 2023	485,000,000	\$ 482.0	\$ 8.5	182,249,852	\$ 4,010.7	\$ 92.1	\$ 892.5	\$ (83.5)	\$ 2.3	\$ 4,914.1

				Attributable to common stockholders						
	Senior A Senior Preferred Shares		Redeemable non-controlling interest	Common stock		Additional paid-In capital	Retained earnings	Accumulated other comprehensive loss	Non-controlling interest	Total stockholders' equity
	Number of shares	Amount		Number of shares	Amount					
<b>Nine months ended September 30, 2024</b>										
Balance, December 31, 2023	485,000,000	\$ 482.0	\$ 8.4	182,843,942	\$ 4,054.2	\$ 88.0	\$ 918.5	\$ (44.0)	\$ 2.3	\$ 5,019.0
Net income (loss)	—	—	(0.2)	—	—	—	294.6	—	—	294.6
Other comprehensive income (loss)	—	—	—	—	—	—	—	(7.0)	0.1	(6.9)
	—	—	(0.2)	—	—	—	294.6	(7.0)	0.1	287.7
Stock option exercises	—	—	—	979,266	56.0	(11.5)	—	—	—	44.5
Issuance of common stock related to vesting of share units	—	—	—	331,847	14.0	(29.6)	—	—	—	(15.6)
Issuance of common stock related to ESPP	—	—	—	257,051	16.3	(3.2)	—	—	—	13.1
Share-based continuing employment costs related to business combinations	—	—	—	(4,421)	—	(0.2)	—	—	—	(0.2)
Share-based payments expense	—	—	—	—	—	41.0	—	—	—	41.0
Equity-classified share units dividend equivalents	—	—	—	—	—	0.7	(0.7)	—	—	—
Participating dividends on Series A Senior Preferred Shares	—	—	—	—	—	—	(5.5)	—	—	(5.5)
Preferential dividends on Series A Senior Preferred Shares	—	—	—	—	—	—	(20.1)	—	—	(20.1)
Dividends paid to common stockholders	—	—	—	—	—	—	(152.4)	—	—	(152.4)
Balance, September 30, 2024	485,000,000	\$ 482.0	\$ 8.2	184,407,685	\$ 4,140.5	\$ 85.2	\$ 1,034.4	\$ (51.0)	\$ 2.4	\$ 5,211.5
<b>Nine months ended September 30, 2023</b>										
Balance, December 31, 2022	—	\$ —	\$ —	110,881,363	\$ 246.3	\$ 85.3	\$ 1,043.2	\$ (85.1)	\$ 0.5	\$ 1,290.2
Net income (loss)	—	—	(0.4)	—	—	—	122.2	—	—	122.2
Other comprehensive income	—	—	—	—	—	—	—	1.6	—	1.6
	—	—	(0.4)	—	—	—	122.2	1.6	—	123.8
Stock option exercises	—	—	—	351,349	19.4	(3.8)	—	—	—	15.6
Issuance of common stock related to vesting of share units	—	—	—	426,254	15.9	(33.6)	—	—	—	(17.7)
Issuance of common stock related to business combination	—	—	—	70,339,723	3,713.2	—	—	—	—	3,713.2
Share-based continuing employment costs related to business combinations	—	—	—	—	0.9	1.4	—	—	—	2.3
Replacement of share-based awards in business combination	—	—	—	—	—	13.1	—	—	—	13.1
Share-based payments expense	—	—	—	—	—	28.5	—	—	—	28.5
Equity-classified share units dividend equivalents	—	—	—	—	—	1.2	(1.2)	—	—	—
Non-controlling interest acquired in business combination	—	—	8.9	—	—	—	—	—	1.8	1.8
Issuance of Series A Senior Preferred Shares and common stock, net of issuance costs	485,000,000	482.0	—	251,163	15.0	—	—	—	—	15.0
Participating dividends on Series A Senior Preferred Shares	—	—	—	—	—	—	(5.4)	—	—	(5.4)
Preferential dividends on Series A Senior Preferred Shares	—	—	—	—	—	—	(17.6)	—	—	(17.6)
Dividends paid to common stockholders	—	—	—	—	—	—	(248.7)	—	—	(248.7)
Balance, September 30, 2023	485,000,000	\$ 482.0	\$ 8.5	182,249,852	\$ 4,010.7	\$ 92.1	\$ 892.5	\$ (83.5)	\$ 2.3	\$ 4,914.1

See accompanying notes to the condensed consolidated financial statements.

**Condensed Consolidated Statements of Cash Flows**  
(Expressed in millions of U.S. dollars)  
(Unaudited)

Nine months ended September 30,	2024	2023
Cash provided by (used in):		
Operating activities:		
Net income	\$ 294.4	\$ 121.8
Adjustments for items not affecting cash:		
Depreciation and amortization	329.9	246.9
Share-based payments expense	45.2	39.9
Deferred income tax benefit	(44.5)	(31.4)
Unrealized foreign exchange (gain) loss	(0.5)	5.4
Gain on disposition of property, plant and equipment	(3.2)	(4.4)
Allowance for expected credit losses	5.4	—
Loss on redemption of notes	—	3.3
Gain on remeasurement of investment upon acquisition	—	(1.4)
Amortization of debt issuance costs	9.7	7.1
Amortization of right-of-use assets	114.7	72.9
Other, net	16.1	7.0
Net changes in operating assets and liabilities	(19.7)	(260.4)
Net cash provided by operating activities	<u>747.5</u>	<u>206.7</u>
Investing activities:		
Acquisition of IAA, net of cash acquired	—	(2,755.2)
Acquisition of VeriTread, net of cash acquired	—	(24.7)
Property, plant and equipment additions	(110.8)	(153.6)
Proceeds on disposition of property, plant and equipment	1.5	31.6
Intangible asset additions	(83.7)	(83.3)
Proceeds from repayment of loans receivable	6.3	2.3
Issuance of loans receivable	(20.8)	(18.8)
Other	(2.1)	(0.6)
Net cash used in investing activities	<u>(209.6)</u>	<u>(3,002.3)</u>
Financing activities:		
Issuance of Series A Senior Preferred Shares and common stock, net of issuance costs	—	496.9
Dividends paid to common stockholders	(152.4)	(248.7)
Dividends paid to Series A Senior Preferred shareholders	(25.6)	(21.9)
Proceeds from exercise of options and share option plans	57.5	15.5
Payment of withholding taxes on issuance of shares	(14.6)	(14.6)
Net increase (decrease) in short-term debt	16.4	(23.9)
Proceeds from long-term debt	—	3,175.0
Repayment of long-term debt	(353.3)	(603.3)
Payment of debt issue costs	—	(41.7)
Repayment of finance lease and equipment financing obligations	(19.7)	(13.6)
Proceeds from equipment financing obligations	2.0	11.1
Payment of contingent consideration	(1.9)	(2.0)
Net cash (used in) provided by financing activities	<u>(491.6)</u>	<u>2,728.8</u>
Effect of changes in foreign currency rates on cash, cash equivalents, and restricted cash	(4.1)	0.1
Net increase (decrease) in cash, cash equivalents, and restricted cash	42.2	(66.7)
Cash, cash equivalents, and restricted cash, beginning of period	747.9	625.9
Cash, cash equivalents, and restricted cash, end of period	<u>\$ 790.1</u>	<u>\$ 559.2</u>

See accompanying notes to the condensed consolidated financial statements.

## Notes to the Condensed Consolidated Financial Statements (Unaudited)

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### 1. Description of Business and Basis of Preparation

#### Description of Business

RB Global, Inc. and its subsidiaries (collectively referred to as the “Company”, “RB Global”, “we”, “us” or “our”) is a leading, omnichannel marketplace that provides value-added insights, services and transaction solutions for buyers and sellers of commercial assets and vehicles worldwide. The Company has auction sites in 13 countries and a digital platform to serve customers in more than 170 countries across a variety of asset classes, including automotive, commercial transportation, construction, government surplus, lifting and material handling, energy, mining and agriculture.

The Company's marketplace brands include Ritchie Bros., the world's largest auctioneer of commercial assets and vehicles offering online bidding, and IAA, a leading global digital marketplace connecting vehicle buyers and sellers. RB Global's portfolio of brands also includes Rouse Services, which provides a complete end-to-end asset management, data-driven intelligence and performance benchmarking system, SmartEquip, an innovative technology platform that supports customers' management of the equipment lifecycle and integrates parts procurement with both original equipment manufacturers and dealers, and VeriTread, an online marketplace for heavy haul transport.

RB Global, Inc. is a company incorporated in Canada under the Canada Business Corporations Act, whose shares are publicly traded on the New York Stock Exchange (“NYSE”) and the Toronto Stock Exchange (“TSX”).

#### Basis of Preparation

These unaudited condensed consolidated interim financial statements have been prepared in accordance with United States generally accepted accounting principles (“US GAAP”). They include the accounts of RB Global, Inc. and its subsidiaries from their respective dates of formation, acquisition, or control. All significant intercompany balances and transactions have been eliminated.

Certain information and footnote disclosure required by US GAAP for complete annual financial statements have been omitted and, therefore, these unaudited condensed consolidated interim financial statements should be read in conjunction with the Company's audited consolidated financial statements for the year ended December 31, 2023, included in the Company's 2023 Annual Report on Form 10-K, filed with the Securities and Exchange Commission (“SEC”). These unaudited condensed consolidated interim financial statements follow the same accounting policies and methods of application as the Company's most recent annual audited consolidated financial statements. In the opinion of management, these unaudited condensed consolidated interim financial statements reflect all adjustments, consisting of normal recurring adjustments, which are necessary to present fairly, in all material respects, the Company's consolidated financial position, results of operations, cash flows, and changes in temporary equity and stockholders' equity for the interim periods presented. The preparation of financial statements in conformity with US GAAP requires management to make judgments, estimates, and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Unless otherwise indicated, all amounts in the following tables are in millions except share and per share amounts.

### 2. Recent Accounting Pronouncements

In December 2023, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which will require enhanced annual disclosures regarding rate reconciliations and income taxes paid information. The amendments are effective for the Company for fiscal year 2025, with early adoption permitted.

In November 2023, the FASB issued ASU 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*, which will require enhanced disclosure of significant segment expenses that are regularly provided to the chief operating decision maker (“CODM”). The amendments are effective for the Company for fiscal year 2024 and for interim periods commencing fiscal year 2025.

## 2. Recent Accounting Pronouncements (continued)

The Company is currently evaluating the impact of the adoption of the above ASU's on its consolidated financial statements and related disclosures.

## 3. Business Combinations

### (a) IAA Acquisition

On March 20, 2023, the Company completed its acquisition of IAA, Inc. ("IAA") for a total purchase price of approximately \$6.6 billion. The Company acquired IAA to create a leading omnichannel marketplace for vehicle buyers and sellers. IAA stockholders received \$12.80 per share in cash and 0.5252 shares of the Company for each share of IAA common stock they owned (the "Exchange Ratio"). As such, the Company paid \$1.7 billion in cash consideration and issued 70.3 million shares of its common stock. In addition, the Company repaid \$1.2 billion of IAA's net debt, which included all outstanding borrowings and unpaid fees under IAA's credit agreement and \$500.0 million principal amount of IAA senior notes, at a redemption price equal to 102.75% of the principal amount plus accrued and unpaid interest. IAA's outstanding equity awards were also cancelled and exchanged into equivalent outstanding equity awards relating to the Company's common stock, based on the equity award exchange ratio of 0.763139.

The acquisition was accounted for in accordance with ASC 805, *Business Combinations*. The following table summarizes the final allocation of the purchase price to the fair value of assets acquired and liabilities assumed:

Purchase price (cash: \$1,714.2 million; fair value of common shares issued: \$3,712.9 million; repayment of net debt: \$1,157.1 million; reimbursement of costs: \$48.8 million; and fair value of exchanged equity awards: \$13.1 million)	\$ 6,646.1
<b>Assets acquired</b>	
Cash and cash equivalents	166.6
Trade and other receivables	497.3
Inventory	57.1
Other current assets	28.0
Income taxes receivable	0.6
Property, plant and equipment	618.5
Operating lease right-of-use assets	1,289.7
Other non-current assets	34.8
Intangible assets	2,712.1
<b>Liabilities assumed</b>	
Auction proceeds payable	60.7
Trade and other liabilities	257.0
Current operating lease liability	77.5
Income taxes payable	3.5
Long-term operating lease liability	1,192.7
Other non-current liabilities	24.3
Deferred tax liabilities	689.5
Fair value of identifiable net assets acquired	3,099.5
Goodwill acquired on acquisition	\$ 3,546.6

### 3. Business Combinations (Continued)

The following table summarizes the final fair values of the identifiable intangible assets acquired:

Asset	Fair value at acquisition	Weighted average amortization period
Customer relationships	\$ 2,293.5	15 years
Developed technology	245.2	4 years
Trade names and trademarks	166.6	5 years
Software under development	6.8	—
Total	<u>\$ 2,712.1</u>	<u>13.4 years</u>

Goodwill relates to synergies expected to be achieved from the operations of the combined company, the assembled workforce of IAA, and intangible assets that do not qualify for separate recognition. Expected synergies include both increased revenue opportunities and the cost savings from the planned integration of platform infrastructure, facilities, personnel, and systems. The transaction is considered a non-taxable business combination and the goodwill is not deductible for tax purposes.

#### (b) VeriTread Acquisition

On January 3, 2023, the Company acquired 8,889,766 units of VeriTread, for \$25.1 million cash consideration from its existing unitholders and acquired another 1,056,338 units through an investment of \$3.0 million cash. As a result, the Company increased its investment in VeriTread to 75% and obtained control of VeriTread pursuant to an amended operating agreement on January 18, 2023. Immediately prior to the acquisition, the Company owned 11% of VeriTread, with an acquisition date fair value of \$4.3 million based on the per unit purchase price, and therefore, upon remeasurement of its previously held interest, the Company recorded a gain of \$1.4 million in other income, net at acquisition. VeriTread is a transportation technology company that provides an online marketplace solution for open deck transport, connecting shippers and service providers.

Concurrently, the Company entered into a put/call agreement with one of the minority unitholders of VeriTread for its remaining units, another 21% ownership interest. Pursuant to this agreement, the minority unitholder has rights, in certain circumstances, to put or sell its remaining units of VeriTread to the Company, subject to VeriTread achieving certain performance targets at a predetermined value or fair value, depending on the timing and targets achieved. The Company also has the right to call or purchase the remaining units of the minority unitholder upon achievement of certain integration milestones at fair value. The redeemable non-controlling interest is classified in temporary equity on the interim condensed consolidated balance sheet. On the acquisition date the Company determined that redemption of the redeemable non-controlling interest was probable. An additional non-controlling interest of 4% held in VeriTread is classified within equity as that interest does not contain put/call options.

The acquisition was accounted for in accordance with ASC 805, *Business Combinations*. The following table summarizes the final allocation of the purchase price to the fair value of assets acquired and liabilities assumed:

Purchase price (cash: \$28.1 million; and fair value of previously held equity interest: \$4.3 million)	\$ 32.4
Fair value of identifiable net assets acquired	17.9
Redeemable non-controlling interest	(8.9)
Non-controlling interest	<u>(1.8)</u>
Goodwill acquired on acquisition	<u>\$ 25.2</u>

The final fair value of identifiable net assets acquired consists of cash and cash equivalents of \$3.4 million, trade and other receivables and other current assets of \$0.9 million, trade and other liabilities of \$1.1 million, and identifiable intangible assets of \$14.7 million as summarized in the following table:

### 3. Business Combinations (Continued)

Asset	Fair value at acquisition	Weighted average amortization period
Customer relationships	\$ 7.2	5 years
Software and technology assets	7.1	7 years
Trade names and trademarks	0.4	2 years
Total	<u>\$ 14.7</u>	<u>5.9 years</u>

Goodwill relates to benefits expected from the acquisition of VeriTread's business, its assembled workforce and associated technical expertise, as well as anticipated synergies from applying VeriTread's transportation platform, network of transport carriers, equipment database and services to the Company's customer base. This acquisition is expected to accelerate the Company's marketplace strategy, which brings services, insights, and transaction solutions together to improve the overall customer experience. The transaction is considered a non-taxable business combination and the goodwill is not deductible for tax purposes.

### 4. Segment Information

The Company has one operating and reportable segment which reflects the manner in which the CODM, the Company's Chief Executive Officer, reviews and assesses the performance of the business and allocates resources. The CODM does not evaluate the performance of the Company or allocate resources at any level below the consolidated level or based on the Company's assets or liabilities.

The following table summarizes revenue by geographic area based on the location of the underlying auction activity or rendering of services:

	Three months ended September 30,		Nine months ended September 30,	
	2024	2023	2024	2023
United States	\$ 724.0	\$ 767.1	\$ 2,282.7	\$ 1,881.5
Canada	130.7	126.8	466.4	383.4
Europe	84.9	80.6	248.5	223.1
Australia	27.1	25.0	88.9	90.3
Other	15.1	20.3	56.1	60.4
Total revenue	<u>\$ 981.8</u>	<u>\$ 1,019.8</u>	<u>\$ 3,142.6</u>	<u>\$ 2,638.7</u>

### 5. Revenue

In the third quarter of 2024, the Company updated its presentation of disaggregated revenue to be consistent with how management currently evaluates its financial and business performance. The prior year disaggregation of revenue amounts have been recast to conform with current period presentation.

Revenue continues to be disaggregated by service revenue and inventory sales revenue. Total service revenue is further disaggregated by customer type, between revenue earned from buyers or sellers who transact in live and online auctions, online marketplaces and private brokerage, as well as by marketplace services revenue; revenue earned from optional value-added services provided to customers. Prior to the third quarter of 2024, the Company disaggregated its revenue by commissions earned from its consignors, buyer fees earned from its buyers in each sale transaction, and presented all other fees earned in the rendering of services, whether related to auctions, online marketplaces, private brokerage or other services, within marketplace services revenue. In the current quarter, the Company has updated its disaggregated revenue presentation, and as a result transactional seller revenue now includes commissions, pre-negotiated or fixed, as well as certain auction related fees earned from sellers to complete the sale of an asset, and transactional buyer revenue includes all auction-related fees or charges earned from buyers to complete the purchase of an asset. Accordingly, certain auction-related fees were reclassified from marketplace services revenue to transactional seller or transactional buyer revenue. These changes were made in order to align with how management categorize revenues for internal management purposes.

## 5. Revenue (continued)

The following table summarizes the Company's revenue from the rendering of services and the sale of inventory:

	Three months ended September 30,		Nine months ended September 30,	
	2024	2023	2024	2023
Transactional seller revenue	\$ 206.6	\$ 223.2	\$ 695.9	\$ 607.0
Transactional buyer revenue	486.9	476.6	1,522.3	1,104.5
Marketplace services revenue	86.4	74.0	269.9	211.9
Total service revenue	779.9	773.8	2,488.1	1,923.4
Inventory sales revenue	201.9	246.0	654.5	715.3
Total revenue	<u>\$ 981.8</u>	<u>\$ 1,019.8</u>	<u>\$ 3,142.6</u>	<u>\$ 2,638.7</u>

Transactional seller revenue includes commissions earned from consignors on the sale of consigned assets, as well as other fees earned from consignors to facilitate the sale of an asset such as towing to our yards, liens search, title processing and online listing and inspection fees.

Transactional buyer revenue includes transaction fees based on a tiered structure earned from the purchasers of consigned assets and inventory, as well as other fees earned from buyers to complete the purchase of an asset, such as title processing, late pick-up, salvage buyer platform registration and other administrative processing charges.

Marketplace services revenue includes fees earned from various optional services provided to buyers, sellers, or other third-parties, such as transportation, buyer towing, refurbishment, financing, parts procurement, data and appraisal, and other ancillary services.

In addition, during the three and nine months ended September 30, 2024, approximately 24% and 22%, respectively, of consolidated revenues were associated with vehicles supplied by the Company's three largest provider customers.

## 6. Operating Expenses

### Acquisition-Related and Integration Costs

Acquisition-related and integration costs consist of operating expenses incurred in connection with business combinations, such as due diligence, advisory, legal, integration, severance, acceleration of share-based payments expense, and share-based continuing employment costs. Integration costs primarily include expenses incurred with third-parties to support integration activities to achieve cost synergies and integration goals relating to recent acquisitions.

The following table summarizes acquisition-related and integration costs by significant acquisition and nature:

	Three months ended September 30,		Nine months ended September 30,	
	2024	2023	2024	2023
IAA acquisition				
Financing	\$ —	\$ —	\$ —	\$ 30.0
Severance	2.9	6.6	10.6	29.3
Integration	2.7	11.7	9.7	28.8
Acceleration of share-based payments expense	0.1	0.6	1.0	6.5
Legal	—	0.1	—	12.2
Investment banking, consulting and other acquisition-related costs	0.1	2.9	1.2	67.2
Settlement of pre-existing contractual arrangement	—	—	—	16.3
	5.8	21.9	22.5	190.3
Other acquisitions	0.2	1.2	0.4	5.3
Total acquisition-related and integration costs	\$ 6.0	\$ 23.1	\$ 22.9	\$ 195.6

### Depreciation and Amortization

	Three months ended September 30,		Nine months ended September 30,	
	2024	2023	2024	2023
Depreciation	\$ 26.2	\$ 24.9	\$ 76.4	\$ 61.9
Amortization	85.7	76.2	253.5	185.0
	\$ 111.9	\$ 101.1	\$ 329.9	\$ 246.9

## 7. Income Taxes

Income tax expense for interim periods is based upon an estimate of the annual effective tax rate, adjusted for the effects of any significant and infrequent or unusual items required to be recognized discretely within the current interim period. The estimated income tax expense reflects, among other items, management's best estimate of operating results. It does not include the estimated impact of foreign exchange rate fluctuations or unusual and/or infrequent items, which may cause significant variations in the customary relationship between income tax expense and income before income taxes.

The Company's effective tax rate was 25.6% for the three months ended September 30, 2024 and 24.5% for the nine months ended September 30, 2024. The variance from the statutory federal and provincial tax rate in British Columbia, Canada of 27.0% relates primarily to a higher estimate of income taxed in jurisdictions with lower tax rates.

The Company is routinely subject to tax audits and reviews in various jurisdictions around the world. Tax authorities may challenge the manner in which the Company has filed its tax returns and reported its income.

On February 13, 2023, the Canadian Revenue Agency ("CRA") issued a proposal letter to the Company asserting that one of its Luxembourg subsidiaries, which was in operation from 2010 until 2020, was resident in Canada from 2010 through 2015 and that its worldwide income should be subject to Canadian income taxation. The Company responded to the CRA's proposal letter on June 12,

## 7. Income Taxes (continued)

2023 rejecting the assertion regarding Canadian residency. On September 6, 2024, the CRA issued the Company a letter confirming its intention to issue a notice of assessment for the taxation years 2010 through 2015. The Company plans to vigorously defend the notice of assessment as it believes it is and has been in full compliance with Canadian tax laws. As such, the Company plans to file a notice of objection with the CRA at which time the Company will be obligated to deposit at least 50% of the assessed amount to the CRA (which deposit is required by law as part of the CRA's objection process and which would be refunded to the Company in the event that the Company prevailed in its objection or subsequent legal proceedings). In the event that a court of competent jurisdiction makes a final determination that the income of the Luxembourg subsidiary for 2010 through 2015 was subject to Canadian income tax laws, the Company may ultimately be liable for additional total Canadian federal and provincial income tax of approximately \$26.0 to \$30.0 million, exclusive of interest and penalties, which could be material relative to the size of the tax assessment. If the Company is unsuccessful in appealing the matter, the Company could incur additional income taxes, penalties and interest, which could have a material negative effect on its operations. At September 30, 2024, the Company has not recorded any amounts relating to this matter in the consolidated financial statements because it is the Company's conclusion that it is more likely than not that the Company's tax filing position will ultimately be sustained on appeal. During the third quarter of 2024, the CRA has also requested additional information regarding the 2016 to 2020 taxation years.

The Company is unable to predict the ultimate outcome of this matter and the final disposition of any appeals, which could take numerous years to resolve.

## 8. Earnings Per Share Available to Common Stockholders

The following table details the computation of basic and diluted earnings per share:

	Three months ended September 30,		Nine months ended September 30,	
	2024	2023	2024	2023
Net income available to common stockholders	\$ 66.9	\$ 54.7	\$ 264.7	\$ 99.1
Denominator:				
Basic weighted average shares outstanding	184,304,993	182,148,717	183,752,510	161,724,677
Weighted average effect of dilutive securities:				
Share units	590,407	875,477	617,090	655,762
Stock options and employee share purchase plan	604,588	577,407	630,299	536,154
Diluted weighted average shares outstanding	185,499,988	183,601,601	184,999,899	162,916,593
Earnings per share available to common stockholders:				
Basic	\$ 0.36	\$ 0.30	\$ 1.44	\$ 0.61
Diluted	\$ 0.36	\$ 0.30	\$ 1.43	\$ 0.61

## 9. Supplemental Cash Flow Information

### Net Changes in Operating Assets and Liabilities

Nine months ended September 30,	2024	2023
Trade and other receivables	\$ (0.3)	\$ (224.2)
Prepaid consigned vehicle charges	6.1	(57.4)
Inventory	(8.1)	(18.7)
Advances against auction contracts	14.3	(4.0)
Prepaid expenses and deposits	(5.3)	(0.7)
Income taxes receivable	(15.5)	(38.1)
Auction proceeds payable	46.1	152.9
Trade and other liabilities	49.7	60.8
Income taxes payable	1.2	(40.9)
Operating lease obligations	(98.9)	(89.4)
Other	(9.0)	(0.7)
Net changes in operating assets and liabilities	\$ (19.7)	\$ (260.4)

### Other Supplemental Cash Flow Information

Nine months ended September 30,	2024	2023
Interest paid, net of interest capitalized	\$ 201.1	\$ 126.8
Interest received	20.3	15.8
Net income taxes paid	156.0	155.6
Non-cash purchase of property, plant and equipment under finance lease	25.2	10.2
Non-cash operating right of use assets obtained in exchange for new lease obligations	80.5	147.9

## 10. Fair Value Measurement

The following table summarizes the fair values and carrying amounts of the Company's financial instruments that are required to be recorded or disclosed at fair value on a recurring basis:

	Category	September 30, 2024		December 31, 2023	
		Carrying amount	Fair value	Carrying amount	Fair value
Loans receivable	Level 2	\$ 53.3	\$ 53.5	\$ 37.7	\$ 37.6
Derivative financial assets	Level 2	0.1	0.1	0.4	0.4
Derivative financial liabilities	Level 2	0.1	0.1	—	—
Contingent consideration liability	Level 3	4.7	4.7	5.2	5.2
Long-term debt					
Secured Notes	Level 1	544.4	568.6	543.2	565.1
Unsecured Notes	Level 1	790.5	852.0	789.5	848.0
Term loans	Level 2	1,394.4	1,403.0	1,743.1	1,758.1

The fair value of loans receivable with a maturity date greater than one year are determined by estimating discounted cash flows using market rates. The fair value of the derivative financial assets, which consist of forward currency contracts, are determined using observable inputs, including foreign currency spot exchange rates and forward pricing curves, and considers the credit risk of the Company and its counterparties. The fair value of the contingent consideration liability, which relates to IAA's acquisition of Marisat, Inc. in 2021, is determined using certain unobservable inputs, including the likelihood of the achievement of volume targets. The fair values of the Secured Notes and Unsecured Notes are determined by reference to a quoted market price traded in an over-the-counter

## 10. Fair Value Measurement (Continued)

broker market. The carrying values of the term loans, before deduction of deferred debt issuance costs, approximate their fair values as the interest rates on the loans are short-term in nature.

## 11. Derivative Financial Instruments

The Company enters into forward currency contracts from time to time to manage its exposure to foreign currency exchange rate fluctuations recognized by its subsidiaries on certain loans receivable and significant intercompany balances. The unrealized gain (loss) on forward currency contracts recognized within foreign exchange gain (loss) is as follows:

	Three months ended September 30,		Nine months ended September 30,	
	2024	2023	2024	2023
Unrealized gain (loss) on forward currency contracts	\$ —	\$ (0.4)	\$ (0.3)	\$ (0.5)

The total gross notional amount of forward currency contracts outstanding as of September 30, 2024 is \$47.0 million (December 31, 2023: \$33.9 million).

## 12. Trade and Other Receivables

	September 30, 2024	December 31, 2023
Advanced charges receivable	\$ 325.3	\$ 374.7
Trade accounts receivable	361.5	315.8
Consumption taxes receivable	18.0	21.1
Loans receivable	34.9	21.8
Other receivables	5.0	4.5
Trade and other receivables, gross	744.7	737.9
Less: allowance for credit losses	(8.4)	(6.4)
Trade and other receivables, net	\$ 736.3	\$ 731.5

The Company generally has possession of assets or asset titles collateralizing a significant portion of trade receivables.

The following table presents the activity in the allowance for expected credit losses for the nine months ended September 30, 2024:

Balance at December 31, 2023	\$ 6.4
Current period provision	5.4
Write-offs charged against the allowance	(3.4)
Balance at September 30, 2024	\$ 8.4

### Loans Receivable

	September 30, 2024	December 31, 2023
Loans receivable		
Current portion - Trade and other receivables	\$ 34.9	\$ 21.8
Non-current portion - Other non-current assets	18.4	15.9
Total loans receivable	\$ 53.3	\$ 37.7

The Company participates in certain lending arrangements that are fully collateralized and secured by certain equipment, and in some arrangements, also secured by other assets. These arrangements typically have terms of one to five years. In an event of default under these agreements, the Company will take possession of the equipment as collateral or will be entitled to the proceeds of disposition of collateral to recover its loans receivable balance. The allowance for credit losses is not significant.

### 13. Trade and Other Liabilities

	September 30, 2024	December 31, 2023
Accrued liabilities	\$ 209.7	\$ 294.5
Trade payables	140.5	138.9
Book overdrafts	233.3	129.1
Deferred revenue	41.2	17.5
Taxes payable	73.1	63.7
Current portion of finance leases and equipment financing obligations	24.2	24.4
Share unit liabilities	10.4	7.6
Other payables	8.5	10.1
Trade and other liabilities	<u>\$ 740.9</u>	<u>\$ 685.8</u>

Book overdrafts represent outstanding checks and other outstanding disbursements in excess of funds on deposit. Taxes payable includes value added tax and sales tax.

The Company has also estimated and accrued an immaterial liability, recognized in selling, general and administrative expenses and taxes payable, within trade and other liabilities, for the retroactive impact of the digital services tax for the period from January 1, 2022 to June 30, 2024 arising from Canada's Digital Services Tax Act, enacted on June 28, 2024. Amounts accrued from July 1, 2024 are recorded within costs of services, as the cost is now considered a direct cost of generating revenues. The estimates are based on the Company's assessment as to which revenue sources are considered in-scope of the new tax. The Company may determine that additional revenue sources are in-scope as it completes its assessment but does not believe that any additional liability would be material to the consolidated financial statements.

### 14. Debt

	Weighted Average Interest Rate % <sup>1</sup>	September 30, 2024	December 31, 2023
Short-term debt	7.14 %	\$ 31.4	\$ 13.7
Long-term debt:			
Term loans (maturing September 2026):			
Term Loan A Facility loan denominated in Canadian dollars, secured	7.08 %	78.0	83.1
Term Loan A Facility loan denominated in US dollars, secured	7.64 %	1,325.0	1,675.0
Less: unamortized debt issuance costs		(8.6)	(15.0)
Senior secured and unsecured notes:			
6.75% Senior secured notes due in March 2028		550.0	550.0
Less: unamortized debt issuance costs		(5.6)	(6.8)
7.75% Senior unsecured notes due in March 2031		800.0	800.0
Less: unamortized debt issuance costs		(9.5)	(10.5)
Total long-term debt		2,729.3	3,075.8
Less: current portion of long-term debt		4.4	14.2
Long-term debt		<u>\$ 2,724.9</u>	<u>\$ 3,061.6</u>

<sup>1</sup> The weighted average interest rate reflects the rate at the end of the period for the debt outstanding

At September 30, 2024, the Company had unused committed revolving credit facilities aggregating \$703.2 million that are available until September 2026, subject to certain covenant restrictions, and unused uncommitted revolving credit facilities aggregating \$15.0

## **14. Debt (continued)**

million with no maturity date. The Company was in compliance with all financial and other covenants applicable to the credit facilities at September 30, 2024.

### **Term Loans**

During 2016, the Company entered into a credit agreement with a syndicate of lenders (as amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). The Credit Agreement is comprised of multicurrency revolving facilities (the "Revolving Facilities") and the Term Loan A facility (the "TLA Facility"). The TLA Facility is comprised of a facility denominated in U.S. dollars (the "USD TLA Facility") and a facility denominated in Canadian dollars (the "CAD TLA Facility"). The Credit Agreement matures on September 21, 2026.

On March 20, 2023, with the closing of the acquisition of IAA, the USD TLA Facility was funded for \$1.8 billion and the existing delayed-draw term facility of CAD \$115.9 million was refinanced and converted to the CAD TLA Facility. The TLA Facility loans are subject to quarterly installments of 1.25% of principal, with the balance payable at maturity. During the nine months ended September 30, 2024, the Company repaid \$350.0 million of principal on the USD TLA Facility. As of September 30, 2024, there are no mandatory principal repayments remaining on the USD TLA Facility until maturity of the debt.

### **Senior Secured and Unsecured Notes**

On March 15, 2023, the Company completed the offering of (i) \$550.0 million aggregate principal amount of 6.750% senior secured notes due March 15, 2028 (the "Secured Notes") and (ii) \$800.0 million aggregate principal amount of 7.750% senior unsecured notes due March 15, 2031 (the "Unsecured Notes", and together with the Secured Notes, the "Notes"). The gross proceeds of the Notes were used, along with the TLA Facility, to fund the acquisition of IAA. Interest on the Notes is payable in cash semi-annually in arrears on March 15 and September 15 of each year, and began on September 15, 2023. The Secured Notes are jointly and severally guaranteed on a senior secured basis and the Unsecured Notes are jointly and severally guaranteed on a senior unsecured basis by certain of the Company's subsidiaries.

## **15. Temporary Equity, Equity and Dividends**

### **Series A Senior Preferred Shares**

The Series A Senior Preferred Shares are convertible into common stock and were issued at an initial conversion price of \$73.00 per share, which is subject to customary anti-dilution adjustment provisions. The conversion price is \$71.58 per share as of September 30, 2024. The Series A Senior Preferred Shares carry an initial 5.5% cumulative dividend, which is payable quarterly, in cash or in shares at the Company's option, and are entitled to participate on an as-converted basis in the Company's regular quarterly common share dividends, subject to a \$0.27 per share per quarter floor.

Upon consummation of one or more specified change of control transactions, the holders will have the right to require the Company to repurchase the Series A Senior Preferred Shares in cash provided, however, that each holder, at its option, may elect instead to convert its Series A Senior Preferred Shares into the applicable change of control consideration. In addition, the Company has the right to redeem the Series A Senior Preferred Shares in the event of a change of control transaction where the successor entity is not traded on certain eligible markets. The possible future redemption of the Series A Senior Preferred Shares as a result of a change in control has been assessed as not probable at September 30, 2024.

Holders of the Series A Senior Preferred Shares are entitled to vote together with the common shares on an as-converted basis on all matters permitted by applicable law, subject to certain exceptions to enable compliance with applicable antitrust law.

### **Redeemable Non-controlling Interest**

Redeemable non-controlling interest relates to a put/call agreement with one of the minority unitholders of VeriTread under which the holder can put its remaining 21% interest in VeriTread to the Company if certain performance targets are met. At September 30, 2024 the Company assessed that redemption of the redeemable non-controlling interest remains probable and that there has been no material change to the estimated redemption value.

## 15. Temporary Equity, Equity and Dividends (continued)

### Common Stock Dividends

The following table summarizes the details of common stock dividends declared and paid during the nine months ended September 30, 2024 and 2023:

	<b>Declaration date</b>	<b>Dividend per share</b>	<b>Record date</b>	<b>Total dividends</b>	<b>Payment date</b>
Nine months ended September 30, 2024:					
Fourth quarter 2023	January 19, 2024	\$ 0.27	February 9, 2024	\$ 49.3	March 1, 2024
First quarter 2024	May 8, 2024	\$ 0.27	May 29, 2024	\$ 49.6	June 20, 2024
Second quarter 2024	August 2, 2024	\$ 0.29	August 28, 2024	\$ 53.5	September 18, 2024
Nine months ended September 30, 2023:					
Special Dividend	March 6, 2023	\$ 1.08	March 17, 2023	\$ 120.4	March 28, 2023
Fourth quarter 2022	January 13, 2023	\$ 0.27	February 10, 2023	\$ 30.0	March 3, 2023
First quarter 2023	May 9, 2023	\$ 0.27	May 30, 2023	\$ 49.1	June 20, 2023
Second quarter 2023	August 2, 2023	\$ 0.27	August 23, 2023	\$ 49.2	September 13, 2023

Subsequent to September 30, 2024, the Company's Board of Directors declared a quarterly dividend of \$0.29 per common share, payable on December 18, 2024 to common stockholders of record on November 27, 2024.

### Foreign Currency Translation Reserve

Foreign currency translation adjustment, a component of other comprehensive income (loss) includes the following:

	<b>Three months ended September 30,</b>		<b>Nine months ended September 30,</b>	
	<b>2024</b>	<b>2023</b>	<b>2024</b>	<b>2023</b>
Gains (losses) on intercompany foreign currency transactions of a long-term investment nature	\$ 6.0	\$ (4.9)	\$ (0.1)	\$ (4.3)

## 16. Share-based Payments

The following table summarizes the components of share-based payment expense by consolidated income statement classification:

	Three months ended September 30,		Nine months ended September 30,	
	2024	2023	2024	2023
Selling, general and administrative:				
Stock option compensation expense	\$ 0.7	\$ 1.1	\$ 3.0	\$ 5.4
Equity-classified share units	7.3	10.9	32.9	23.8
Liability-classified share units	0.6	0.1	2.1	0.6
Employee share purchase plan	1.2	1.3	5.8	2.6
	9.8	13.4	43.8	32.4
Acquisition-related and integration costs:				
Acceleration of share-based payments expense	0.1	0.6	1.0	6.5
Share-based continuing employment costs	0.2	0.9	0.4	2.9
	0.3	1.5	1.4	9.4
	\$ 10.1	\$ 14.9	\$ 45.2	\$ 41.8

### Equity-classified and liability-classified share units

The following table summarizes share unit activity for the nine months ended September 30, 2024:

	Equity-classified						Liability-classified	
	Performance Share Units (Performance Conditions)		Performance Share Units (Market Conditions)		Restricted Share Units		Deferred Share Units	
	Number	WA grant date fair value	Number	WA grant date fair value	Number	WA grant date fair value	Number	WA grant date fair value
Outstanding, December 31, 2023	415,429	\$ 58.35	174,260	\$ 74.83	539,671	\$ 53.64	100,560	\$ 38.36
Granted	161,579	75.93	160,223	122.42	322,471	75.76	11,667	72.48
Vested and settled	(114,315)	58.79	(58,511)	66.08	(232,451)	53.47	(3,759)	59.05
Forfeited	(15,342)	58.10	(9,618)	83.59	(26,885)	59.15	—	—
Outstanding at September 30, 2024	447,351	\$ 64.59	266,354	\$ 105.06	602,806	\$ 65.29	108,468	\$ 41.31

### Performance Share Units ("PSUs")

During the nine months ended September 30, 2024 the Company granted PSU's that are equity settled to executives and senior employees, half of which vest based on performance conditions and half of which vest based on market conditions, conditional upon the Company's total shareholder return relative to a peer group. PSU's typically have three year performance and market vesting conditions.

The fair value of PSUs with performance vesting conditions granted during the nine months ended September 30, 2024 were estimated using the closing market price of the Company's common shares listed on the NYSE on the respective grant dates.

## 16. Share-based Payments (continued)

The fair value of PSUs with market vesting conditions granted during the nine months ended September 30, 2024 were estimated using a Monte Carlo simulation model on the respective grant dates incorporating the following significant assumptions, presented on a weighted average basis:

Risk free interest rate	4.4 %
Expected lives of the PSUs	3 years
Expected volatility	32.2 %
Average expected volatility of comparable companies	48.3 %

### *Restricted Share Units ("RSUs")*

During the nine months ended September 30, 2024 the Company granted RSUs that are equity settled to employees and members of its Board of Directors which vest based on service conditions. RSUs granted to employees typically vest over a three year service period and RSUs granted to directors vest on the earlier of (i) the one year anniversary of the grant date and (ii) the date of the Company's next annual meeting of shareholders. The issuance of shares related to RSUs granted to directors may be deferred at the holder's election.

The fair value of RSUs granted during the nine months ended September 30, 2024 were estimated using the closing market price of the Company's common shares listed on the NYSE on the respective grant dates.

## 17. Leases

The Company enters into commercial leases for various properties used for auctions or offices, the majority of which are non-cancellable. The Company also has operating leases for computer equipment, motor vehicles and small office equipment. The majority of the Company's operating leases have a fixed term with a remaining life of one month to 20 years, with renewal options. The leases have varying contract terms, escalation clauses and renewal options.

The Company also enters into finance lease arrangements for certain vehicles, computer and yard equipment, fixtures, and office furniture. The majority of these leases have a fixed term with a remaining life of one month to five years with renewal options.

The following table summarizes the components of lease expense:

	Three months ended		Nine months ended	
	September 30,		September 30,	
	2024	2023	2024	2023
Operating lease cost	\$ 60.3	\$ 59.9	\$ 182.2	\$ 132.1
Finance lease cost				
Amortization of leased assets	3.4	2.6	9.1	8.5
Interest on lease liabilities	0.6	0.3	1.5	0.9
Short-term lease cost	4.6	4.7	14.6	12.4
Sublease income	(0.2)	—	(0.6)	(0.1)
	<u>\$ 68.7</u>	<u>\$ 67.5</u>	<u>\$ 206.8</u>	<u>\$ 153.8</u>

## **18. Contingencies**

### **Legal and Other Claims**

On July 31, 2023, Ann Fandozzi informed the Company's Board of her intention to resign from her position as the Company's Chief Executive Officer due to a disagreement with the Company regarding her compensation as Chief Executive Officer, as discussed in the Company's August 2, 2023 press release. The Board accepted her verbal resignation and interpreted her subsequent conduct as affirmation of her resignation. The Company advised Ms. Fandozzi that it was accepting her resignation effective immediately and waiving any written procedural notice requirements under the Employment Agreement by and between Ritchie Bros. Auctioneers (Canada) Ltd. and Ms. Fandozzi, dated December 14, 2019. Ms. Fandozzi disputes that she tendered her resignation. On February 21, 2024, Ms. Fandozzi resigned from the Company's Board. The matter is currently in arbitration in accordance with the terms of Ms. Fandozzi's employment agreement.

During the three and nine months ended September 30, 2024, the Company recorded an expense of \$0.2 million and \$3.3 million, respectively, reflecting changes to the estimated fair value of certain share-based payment awards. Any changes to the estimated payment amount to Ms. Fandozzi as a result of the settlement of the matter could be material.

The Company is subject to legal and other claims that arise in the ordinary course of its business. Management does not believe that the results of these claims will have a material effect on the Company's consolidated balance sheet or consolidated income statement.

### **Guarantee Contracts**

In the normal course of business, the Company will in certain situations guarantee to a consignor a minimum level of proceeds in connection with the sale at auction of that consignor's equipment.

At September 30, 2024, there were \$71.3 million of assets guaranteed under contract, of which 99% is expected to be sold prior to December 31, 2024, with the remainder to be sold by December 31, 2025 (at December 31, 2023: \$67.5 million, of which 70% was expected to be sold prior to the end of March 31, 2024, with the remainder expected to be sold by December 31, 2024).

The outstanding guarantee amounts are undiscounted and before estimated proceeds from sale at auction.

## ITEM 2: MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

### Cautionary Note Regarding Forward-Looking Statements

Forward-looking statements may appear throughout this Quarterly Report on Form 10-Q, including the following section “Management’s Discussion and Analysis of Financial Condition and Results of Operations.” Forward-looking statements are typically identified by such words as “aim”, “anticipate”, “believe”, “could”, “confident”, “continue”, “estimate”, “expect”, “intend”, “may”, “remain”, “ongoing”, “plan”, “potential”, “predict”, “will”, “should”, “would”, “could”, “likely”, “generally”, “future”, “long-term”, or the negative of these terms, and similar expressions intended to identify forward-looking statements. Forward-looking statements are based on current expectations and assumptions that are subject to risks and uncertainties that may cause actual results to differ materially, and may include, among others, statements relating to:

- our future strategy, objectives, targets, projections and performance;
- potential growth and market opportunities;
- potential future mergers and acquisitions;
- our ability to integrate acquisitions;
- the impact of our new initiatives, services, investments, and acquisitions on us and our customers;
- our future capital expenditures and returns on those expenditures; and
- financing available to us from our credit facilities or other sources, our ability to refinance borrowings, and the sufficiency of our working capital to meet our financial needs.

While we have not described all potential risks related to our business and owning our common shares, the important factors discussed in “Part I, Item 1A: Risk Factors” of our Annual Report on Form 10-K for the year ended December 31, 2023, which are available on our website at <https://investor.rbglobal.com>, on EDGAR at [www.sec.gov](http://www.sec.gov), or on SEDAR at [www.sedar.com](http://www.sedar.com), are among those that we consider may affect our performance materially or could cause our actual financial and operational results to differ significantly from our expectations. Except as required by applicable securities law and regulations of relevant securities exchanges, we do not intend to update publicly any forward-looking statements, even if our expectations have been affected by new information, future events or other developments.

We prepare our consolidated financial statements in accordance with United States generally accepted accounting principles (“US GAAP”). Except for Gross Transaction Value (“GTV”)<sup>1</sup>, which is a measure of operational performance and not a measure of financial performance, liquidity, or revenue, the amounts discussed below are based on our consolidated financial statements.

Unless otherwise indicated, all amounts in the following tables are in millions, except share and per share amounts.

In the accompanying analysis of financial information, we sometimes use information derived from consolidated financial data but not presented in our financial statements prepared in accordance with U.S. GAAP. Certain of these data are considered “non-GAAP financial measures” under the SEC rules. The definitions of and reasons we use these non-GAAP financial measures and the reconciliations to their most directly comparable U.S. GAAP financial measures are included either with the first use thereof or in the Non-GAAP Measures section within this document (refer to pages [34-40](#)).

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<sup>1</sup> GTV represents total proceeds from all items sold on our auctions and online marketplaces, third-party online marketplaces, private brokerage services and other disposition channels.

## Overview

RB Global, Inc. and its subsidiaries (collectively referred to as “RB Global”, the “Company”, "our", "us", or “we”) (NYSE & TSX: RBA) is a leading global marketplace that connects sellers and buyers of commercial assets and vehicles. Through our omnichannel platform we facilitate transactions for customers primarily in our automotive and commercial construction and transportation ("CC&T") sectors. We also provide our customers value-added marketplace services, technology solutions for vehicle merchandising, platforms for lifecycle management of assets, and a market data intelligence platform to help customers make more informed business decisions.

Our customers primarily include automotive insurance companies, as well as end users, dealers, fleet owners, and original equipment manufacturers (“OEMs”) of commercial assets and vehicles. We also serve customers in the agriculture, energy, and natural resources sectors, as well as government entities.

Our CC&T sector includes heavy equipment such as excavators, dozers, lift and material handling, vocational and commercial trucks and trailers. Our automotive sector includes all consumer automotive vehicles. The other sector primarily includes assets and equipment in the agricultural, forestry and energy industries, government surplus assets, smaller consumer recreational transportation items and parts sold in our vehicle dismantling business. All sectors include salvage and non-salvage transactions.

We have a global presence, primarily with operations in the United States, Canada and across Europe, and employ more than 7,900 full-time employees worldwide, of which approximately 67% are located in the United States.

## Service Offerings

We offer our customers multiple distinct, complementary, multi-channel brand solutions that address the range of their buying and selling needs for commercial assets, vehicles and other types of assets. Our global customer base has a variety of transaction options, breadth of services, and the widest selection of used assets available to them. For a complete listing of channels and brand solutions available, please refer to our Annual Report on Form 10-K for the year ended December 31, 2023, which is available on our website at <https://investor.rbglobal.com>, on EDGAR at [www.sec.gov](http://www.sec.gov), or on SEDAR at [www.sedar.com](http://www.sedar.com).

## Contract Options

We offer consignors several contract options to meet their individual needs and sale objectives for selling used equipment or vehicles, which include:

- Straight commission contracts, where the consignor receives the gross proceeds from the sale less a pre-negotiated commission rate;
- Fixed commission contracts, where the consignor receives the gross proceeds from the sale less a pre-negotiated fixed commission fee;
- Guarantee commission contracts, where the consignor receives a guaranteed minimum amount plus an additional amount if proceeds exceed a specified level; and
- Inventory contracts, where we purchase, take custody, and hold used equipment and other assets before they are resold in the ordinary course of business.

We collectively refer to guarantee and inventory contracts as underwritten or “at-risk” contracts.

## Value-added Services

We also provide a wide array of value-added services to make the process of selling and buying equipment and vehicles convenient for our customers, including refurbishment services such as repair, paint and make-ready services, and parts services to connect equipment owners with parts manufacturers, inspection and appraisals, financial services through Ritchie Bros. Financial Services and loan payoff services through IAA, end-to-end transportation and logistics services, as well as other services such as insights, data intelligence, performance benchmarking solutions, and title and liens processing. We offer equipment listing services under the RitchieList brand in North America and Mascus brand in Europe to make private selling more efficient and safer for customers, including a secure transaction management service, complete with invoicing. We also provide an innovative technology platform that supports customers' vehicle merchandising, manages the asset life cycle and integrates procurement with both OEM and dealers.

## Revenue Mix Fluctuations

In the third quarter of 2024, the Company updated its presentation of disaggregated revenue to align to how management evaluates its financial and business performance. The prior year disaggregation of revenue amounts have been recast in the current quarter to conform with current period presentation.

Our revenue continues to be comprised of service revenue and inventory sales revenue. Total service revenue includes revenue by customer type, between revenue earned from buyers or sellers who transact in live and online auctions, online marketplaces and private brokerage, as well as marketplace services revenue, revenue earned from optional services provided to our customers.

Prior to the third quarter of 2024, the Company disaggregated its revenue by commissions earned from its consignors, buyer fees earned from its buyers in each sale transaction, and presented all other fees earned in the rendering of services, whether related to auctions, online marketplaces, private brokerage or other services, within marketplace services revenue. In the current quarter, the Company has updated its presentation of revenue, and as a result transactional seller revenue now includes commissions, pre-negotiated or fixed, as well as certain auction-related fees earned from sellers to complete the sale of an asset, such as towing to our yards, liens search, title processing and online listing and inspection fees. Transactional buyer revenue now includes buyer transaction fees based on a tiered structure earned from purchasers upon purchase of an asset, as well as other auction-related fees earned from buyers to complete the purchase of an asset, such as title processing, late-pick up, salvage buyer platform registration and other administrative processing charges. Accordingly, certain auction-related fees were reclassified from marketplace services revenue to transactional seller or transactional buyer revenue. These changes were made in order to align with how management categorize revenues for internal management purposes.

Marketplace services revenue include fees earned from various optional services provided to buyers, sellers or other third parties, and includes transportation, buyer towing, refurbishment, financing, parts procurement, data and appraisal, and other ancillary services.

Inventory sales revenue relates to revenue earned through our inventory contracts and is recognized at the GTV of the assets sold, with the related cost recognized in cost of inventory sold.

Our revenue each period can fluctuate significantly based on the mix of sales arrangements, which is driven by customer preferences. Completed straight commission, fixed commission or guarantee commission contracts result in the commission being recognized as service revenue based on a percentage of gross transaction value or based on a fixed value, while completed inventory contracts result in the full GTV of the assets sold being recorded as inventory sales revenue. As a result, a change in the revenue mix between service revenue and revenue from inventory sales can have a significant impact on our revenue growth percentages.

## Macroeconomic Conditions and Trends

Gross transaction value and operating costs are impacted by various macroeconomic conditions and trends. The combination of unit volume growth and trends in average selling prices impact total gross transaction value.

In our CC&T sector, the need for transaction solutions following the surge experienced post-pandemic has normalized, and customers are increasingly delaying decisions over disposition of assets as they evaluate the current business conditions in face of an uncertain macro environment, negatively impacting unit volume growth for higher value assets. In addition, macro uncertainty in the construction and transportation end markets is putting pressure on asset prices within the sector. The higher interest rate environment, as well as higher cost of new assets, is driving some customers to delay replacing their existing assets which is contributing to a lower need to transact equipment.

In our automotive sector, the total number of accidents and the number of accidents deemed a total loss influence unit volume growth in the industry. The current inflation spread between automotive repair and used vehicles is providing a productive environment for a higher number of vehicles deemed a total loss as a percent of total accidents, which is driving industry salvage unit volume growth. Used automotive prices are declining following the surge in prices observed during the pandemic.

We also see an increase in competitive pressures across all geographies and sectors, continue to experience inflationary pressures on our business through elevated operating costs, and are exposed to interest rate volatility on our variable rate long-term debt totaling approximately \$1.4 billion.

## Key Operating Metrics

We regularly review a number of metrics, including the following key operating metrics, to evaluate our business, measure our performance, identify trends affecting our business, and make operating decisions. We believe these key operating metrics are useful

to investors because management uses these metrics to assess the growth of our business and the effectiveness of our operational strategies.

We define our key operating metrics as follows:

Gross transaction value ("GTV"): Represents total proceeds from all items sold on our auctions and online marketplaces, third-party online marketplaces, private brokerage services and other disposition channels. GTV is not a measure of financial performance, liquidity, or revenue, and is not presented in the Company's consolidated financial statements.

Inventory return: Inventory sales revenue less cost of inventory sold.

Inventory rate: Inventory return divided by inventory sales revenue.

Total lots sold: A single asset to be sold or a group of assets bundled for sale as one unit. Low value assets are sometimes bundled into a single lot, collectively referred to as "small value lots."

Historically, we presented GTV from the sale of parts in our vehicle dismantling business within our automotive sector and excluded the number of parts sold from our total lots sold metric. Commencing in the second quarter of 2024, management has begun to review the number of parts sold in our vehicle dismantling business within our other sector and as part of our total lots sold metric.

### **Performance Overview and Consolidated Results**

For the third quarter of 2024 as compared to the third quarter of 2023:

- Total GTV decreased 7% to \$3.6 billion
- Total revenue decreased 4% to \$981.8 million
  - Service revenue increased 1% to \$779.9 million
  - Inventory sales revenue decreased 18% to \$201.9 million
- Net income increased 20% to \$76.0 million
- Net income available to common stockholders increased 22% to \$66.9 million
- Diluted earnings per share ("EPS") available to common stockholders increased 20% to \$0.36 earnings per share
- Diluted adjusted EPS available to common stockholders decreased 1% to \$0.71 per share
- Adjusted earnings before interest, taxes, depreciation and amortization ("EBITDA") decreased 1% to \$283.7 million

## Results of Operations

The following table summarizes key components of our results of operations for the periods indicated. The financial results include IAA from its acquisition on March 20, 2023.

(in U.S. dollars in millions, except percentages)	Three months ended September 30,			Nine months ended September 30,		
	2024	2023	% Change	2024	2023	% Change
			2024 over 2023			2024 over 2023
Service revenue	\$ 779.9	\$ 773.8	1%	\$ 2,488.1	\$ 1,923.4	29%
Inventory sales revenue	201.9	246.0	(18)%	654.5	715.3	(8)%
Total revenue	981.8	1,019.8	(4)%	3,142.6	2,638.7	19%
Costs of services	339.7	316.8	7%	1,041.5	680.5	53%
Cost of inventory sold	193.5	230.0	(16)%	612.8	673.4	(9)%
Selling, general and administrative	177.8	203.5	(13)%	584.5	546.2	7%
Acquisition-related and integration costs	6.0	23.1	(74)%	22.9	195.6	(88)%
Depreciation and amortization	111.9	101.1	11%	329.9	246.9	34%
Total operating expenses	828.9	874.5	(5)%	2,591.6	2,342.6	11%
Gain on disposition of property, plant and equipment	0.5	0.5	—%	3.2	4.4	(27)%
Operating income	153.4	145.8	5%	554.2	300.5	84%
Net income	76.0	63.2	20%	294.4	121.8	142%
Net income available to common stockholders	66.9	54.7	22%	264.7	99.1	167%
Effective tax rate	25.6%	26.8%	(120)bps	24.5%	27.6%	(310)bps
Total GTV	\$ 3,622.2	\$ 3,875.4	(7)%	\$ 11,803.6	\$ 9,918.6	19%
Service GTV	3,420.3	3,629.4	(6)%	11,149.1	9,203.3	21%
Inventory GTV	201.9	246.0	(18)%	654.5	715.3	(8)%
Inventory return	\$ 8.4	\$ 16.0	(48)%	\$ 41.7	\$ 41.9	—%
Inventory rate	4.2%	6.5%	(230)bps	6.4%	5.9%	50bps

### **Total GTV**

Total GTV decreased 7% to \$3.6 billion in the third quarter of 2024, and increased 19% to \$11.8 billion in the first nine months of 2024.

The following summarizes our total GTV by geography and by sector for the periods indicated:

(in U.S. dollars in millions, except percentages)	Three months ended September 30,			Nine months ended September 30,		
	2024	2023	% Change	2024	2023	% Change
			2024 over 2023			2024 over 2023
United States	\$ 2,822.8	\$ 3,047.6	(7)%	\$ 9,015.8	\$ 7,360.0	22 %
Canada	520.4	540.9	(4)%	1,917.5	1,723.0	11 %
International	279.0	286.9	(3)%	870.3	835.6	4 %
Total GTV	<u>\$ 3,622.2</u>	<u>\$ 3,875.4</u>	<u>(7)%</u>	<u>\$ 11,803.6</u>	<u>\$ 9,918.6</u>	<u>19 %</u>

(in U.S. dollars in millions, except percentages)	Three months ended September 30,			Nine months ended September 30,		
	2024	2023	% Change	2024	2023	% Change
			2024 over 2023			2024 over 2023
Automotive	\$ 2,031.1	\$ 2,051.1	(1)%	\$ 6,143.7	\$ 4,484.8	37 %
Commercial construction and transportation	1,217.6	1,352.5	(10)%	4,392.1	4,023.7	9 %
Other	373.5	471.8	(21)%	1,267.8	1,410.1	(10)%
Total GTV	<u>\$ 3,622.2</u>	<u>\$ 3,875.4</u>	<u>(7)%</u>	<u>\$ 11,803.6</u>	<u>\$ 9,918.6</u>	<u>19 %</u>

The following table illustrates the breakdown of total lots sold by sector for the periods indicated:

(in '000's of lots sold, except percentages)	Three months ended September 30,			Nine months ended September 30,		
	2024	2023	% Change	2024	2023	% Change
			2024 over 2023			2024 over 2023
Automotive	553.8	555.0	— %	1,686.1	1,215.9	39 %
Commercial construction and transportation	103.1	86.6	19 %	330.1	227.6	45 %
Other	140.8	157.8	(11)%	459.9	435.8	6 %
Total Lots Sold	<u>797.7</u>	<u>799.4</u>	<u>— %</u>	<u>2,476.1</u>	<u>1,879.3</u>	<u>32 %</u>

In the third quarter of 2024, total GTV decreased year over year, primarily due to lower average selling prices across all sectors, and mainly in the United States and Canada in our CC&T sector. Average selling prices in our CC&T and other sector experienced unfavorable asset mix as well as price declines. Although we saw lower GTV volume in our CC&T sector, lot volumes in the United States increased primarily due to a large consignor contract in the transportation sector. In addition, volumes decreased due to the non-repeat of several large one-time auction events within our other sector in the United States. In our automotive sector, GTV decreased slightly year over year, driven by International.

For the first nine months of 2024, total GTV increased year over year, mainly due to the inclusion of IAA in the first quarter of 2024 for the full quarter, compared to the 11-day stub period in the first quarter of 2023. Excluding the impact of the IAA acquisition in the first quarter, total GTV decreased year over year, primarily driven by lower volumes in our automotive sector in the United States driven by the previously announced shift in assignment volumes from a customer, and due to asset mix and lower price realization within our other and CC&T sectors across North America. These decreases were partially offset by an increase in volume from our strategic accounts within our CC&T sector.

### **Total Revenue**

Total revenue decreased 4% to \$981.8 million in the third quarter of 2024 primarily due to an 18% decrease in inventory sales revenue, partially offset by an 1% increase in total service revenue.

Total revenue increased 19% to \$3.1 billion in the first nine months of 2024 due to a 29% increase in service revenue, partially offset by an 8% decrease in inventory sales revenue.

### **Service Revenue**

Service revenue is comprised of transactional seller revenue, which mainly includes commissions earned on service GTV from our straight, fixed or guarantee commission contracts, transactional buyer revenue, which mainly includes buyer transaction fees earned on total GTV from purchasers on the sale of inventory or consigned equipment, and revenues earned from our marketplace services.

The following table summarizes key components of total service revenue for the periods indicated:

(in U.S. dollars in millions, except percentages)	Three months ended September 30,			Nine months ended September 30,		
	2024	2023	% Change	2024	2023	% Change
			2024 over 2023			2024 over 2023
Transactional seller revenue	\$ 206.6	\$ 223.2	(7)%	\$ 695.9	\$ 607.0	15 %
Transactional buyer revenue	486.9	476.6	2 %	1,522.3	1,104.5	38 %
Marketplace services revenue	86.4	74.0	17 %	269.9	211.9	27 %
Total service revenue	\$ 779.9	\$ 773.8	1 %	\$ 2,488.1	\$ 1,923.4	29 %

In the third quarter of 2024, total service revenue increased 1%, with marketplace services revenue increasing 17%, transactional buyer revenue increasing 2%, primarily offset by transactional seller revenue decreasing 7%.

Marketplace services revenue increased 17% in the third quarter of 2024, primarily driven by higher fees earned from transportation services provided to a large consignor contract in the United States in our CC&T sector.

Transactional buyer revenue increased 2%, while total GTV decreased 7%, primarily from higher buyer fee rate structures implemented in early 2024 across all sectors. We also saw an increase in buyer fees in our CC&T sector due to a higher proportion of low value lots sold.

Transactional seller revenue decreased 7%, primarily in line with the decrease in service GTV of 6%.

In the first nine months of 2024, total service revenue increased 29%, with transactional buyer revenue increasing 38%, marketplace services revenue increasing 27%, and transactional seller revenue increasing 15%.

Transactional buyer revenue increased 38%, primarily driven by the inclusion of IAA in the first quarter of 2024 for the full quarter compared to the 11-day stub period in the first quarter of 2023. In addition, transactional buyer revenue increased higher than the 19% increase in total GTV, primarily for the same reasons as discussed above.

Marketplace services revenue increased 27%, mainly in our CC&T sector for the same reason as discussed above, as well as due to the increase in fees from the inclusion of IAA in the first quarter of 2024 for the full quarter compared to the 11-day stub period in the first quarter of 2023.

Transactional seller revenue increased 15%, primarily due to the inclusion of IAA in the first quarter of 2024 for the full quarter compared to the 11-day stub period in the first quarter of 2023. In addition, transactional seller revenue increased less than the 21% increase in service GTV, due to softer performances primarily in our guarantee contracts in Canada within our CC&T sector.

### **Inventory Sales Revenue**

In the third quarter of 2024, inventory sales revenue decreased 18%, primarily driven by lower volumes in our CC&T sector from softer year over year performances due to lower price realization and contract mix. We also saw a decrease in inventory sales revenue in our automotive sector, driven by lower volumes primarily from an unfavorable contract mix in International and the United States.

For the first nine months of 2024, inventory sales revenue decreased 8%, primarily driven by lower volumes in our CC&T sector, mainly in the United States, for the same reasons as discussed above, as well as due to the non-repeat of a large inventory package in the utilities sector in the prior year, partially offset by favorable performances in Canada. In addition, the decreases were also partially offset by the inclusion of inventory sales revenue from IAA in the first quarter of 2024 for the full quarter compared to the 11-day stub period in the prior year.

#### ***Costs of Services***

In the third quarter of 2024, costs of services increased 7% to \$339.7 million, primarily due to higher costs of services in connection with a large consignor contract in the transportation sector in the United States, which included higher costs to provide transportation services and higher payments to a third party as part of a profit-sharing arrangement. In addition, we saw higher costs of services in our automotive sector as prior year included a benefit related to a fair value adjustment made on the opening balance sheet of IAA at acquisition, as well as due to higher employee compensation expense driven by higher employee benefit costs from changes made to our benefit plans. These increases were partially offset by lower tow costs driven by streamlined processes and improved efficiencies in our automotive sector.

For the first nine months of 2024, costs of services increased 53% to \$1.0 billion, primarily due to the inclusion of IAA in the first quarter of 2024 for the full quarter compared to the 11-day stub period in the prior year. Cost of services also increased in our CC&T sector as a result of higher costs incurred in providing transportation services in a large consignor contract, as discussed above. We also saw higher prepaid consigned vehicle charges and employee benefit costs in our automotive sector, as discussed above.

#### ***Cost of Inventory Sold***

In the third quarter of 2024, cost of inventory sold decreased 16% to \$193.5 million, primarily in line with an 18% decrease in inventory sales revenue. Cost of inventory sold decreased at a lower rate than the decrease in inventory sales revenue mainly due to pricing pressure in both our automotive and CC&T sectors between time of purchase and time of sale.

For the first nine months of 2024, cost of inventory sold decreased 9% to \$612.8 million, primarily in line with the decrease in inventory sales revenue of 8%.

#### ***Selling, General and Administrative***

In the third quarter of 2024, selling, general and administrative expenses decreased 13% to \$177.8 million, primarily due to lower employee compensation expenses from a decrease in short-term performance-based incentive compensation, lower severance and settlement costs relating to the departure of certain former executives in the prior year, and a decrease in share-based payments expense relating to lower long-term performance-based incentive compensation. In addition, we incurred lower costs for technology consultants in the development of our software and technology platforms, as well as lower travel, advertising and promotion expenses due to strategic cost reduction initiatives.

For the first nine months of 2024, selling, general and administrative expenses increased 7% to \$584.5 million, mainly due to the inclusion of IAA in the first quarter of 2024 for the full quarter compared to the 11-day stub period in the prior year. We also saw higher employee compensation expense, driven by higher share-based payments expense due to timing, and an increase in the size and fair value of grants. In addition, our costs increased due to a new digital services tax accrual in Canada on certain in-scope revenues which was retroactively applied to the period from January 1, 2022 to June 30, 2024, and higher consulting fees and legal costs. These increases were partially offset by lower short-term incentive-based compensation expense, lower travel, advertising, and promotional expenses, and lower costs due to our strategic cost reduction initiatives.

#### ***Acquisition-related and Integration Costs***

In the third quarter of 2024, acquisition-related and integration costs decreased 74% to \$6.0 million, due to lower integration, severance and other acquisition-related costs in connection with the acquisition of IAA on March 20, 2023.

For the first nine months of 2024, acquisition-related and integration costs decreased 88% to \$22.9 million, primarily given the significant investment banking, consulting, financing, legal and other acquisition-related costs incurred in the prior year to complete the acquisition of IAA on March 20, 2023. We have also incurred lower severance and integration costs as integration activities and restructuring is being completed. In addition, we recognized a net \$16.3 million expense as settlement for the termination of a non-compete agreement bound by IAA prior to the acquisition in the prior year.

#### ***Operating Income***

For the third quarter of 2024, operating income increased 5% to \$153.4 million, driven by a decrease in selling, general and administrative expenses and acquisition-related and integration costs, partially offset by lower flow-through of revenue, as discussed above.

For the first nine months of 2024, operating income increased 84% to \$554.2 million, primarily driven by the significant decrease in acquisition-related and integration costs and the inclusion of IAA operating income in the first quarter of 2024 for the full quarter compared to the 11-day stub period in the prior year. In addition, we saw a higher flow-through of service revenue, driven by the CC&T sector, partially offset by higher depreciation and amortization driven by the acquisition of IAA.

#### ***Income Tax Expense and Effective Tax Rate***

At the end of each interim period, we estimate the effective tax rate expected to be applicable for the full fiscal year. The estimate reflects, among other items, management's best estimate of operating results. It does not include the estimated impact of foreign exchange rates or unusual and/or infrequent items, which may cause significant variations in the customary relationship between income tax expense and income before income taxes.

For the third quarter of 2024, income tax expense increased by 13% to \$26.2 million, and our effective tax rate decreased 120 bps to 25.6%, as compared to the third quarter of 2023. For the first nine months of 2024, income tax expense increased 105% to \$95.3 million, primarily due to the increase in net income before tax, and our effective tax rate decreased 310 bps to 24.5% as compared to the first nine months of 2023.

In the third quarter of 2024, the effective tax rate decreased slightly year over year.

The decrease in the effective tax rate for the first nine months of 2024 compared to the first nine months of 2023 was primarily due to a decrease in non-deductible expenses. Partially offsetting this decrease was a lower proportionate benefit related to Foreign-Derived Intangible Income ("FDII") and a lower tax deduction for PSU and RSU share unit expenses that exceeded the related compensation expense.

#### ***Net Income Attributable to Controlling Interests***

In the third quarter of 2024, net income attributable to controlling interests increased 20% to \$76.1 million, primarily driven by higher operating income and lower interest expense in the current quarter due to lower long-term debt levels driven by repayments of principal.

For the first nine months of 2024, net income attributable to controlling interests increased 141% to \$294.6 million, primarily driven by higher operating income, as discussed above, partially offset by higher income tax expense and higher interest expense due to an increase in long-term debt from funding the IAA acquisition on March 20, 2023.

#### ***Diluted EPS***

Diluted EPS available to common stockholders increased 20% to \$0.36 per share for the third quarter of 2024, compared to \$0.30 per share for the third quarter of 2023. The increase is primarily due to the increase in net income attributable to controlling interests, as discussed above, partially offset by the cumulative dividends and allocated earnings on Series A Senior Preferred Shares.

## U.S. Dollar Exchange Rate Comparison

We conduct global operations in various currencies, with our presentation currency being the U.S. dollar. The following table presents the variance in select foreign exchange rates over the comparative reporting periods:

Value of one local currency to U.S. dollar	2024	2023	% Change 2024 over 2023
<b>Period-end exchange rate - September 30,</b>			
Canadian dollar	0.7394	0.7365	— %
Euro	1.1142	1.0581	5 %
British pound sterling	1.3380	1.2198	10 %
Australian dollar	0.6917	0.6429	8 %
<b>Average exchange rate - Three months ended September 30,</b>			
Canadian dollar	0.7329	0.7455	(2)%
Euro	1.0990	1.0886	1 %
British pound sterling	1.3001	1.2662	3 %
Australian dollar	0.6696	0.6546	2 %
<b>Average exchange rate - Nine months ended September 30,</b>			
Canadian dollar	0.7353	0.7432	(1)%
Euro	1.0873	1.0839	— %
British pound sterling	1.2767	1.2441	3 %
Australian dollar	0.6622	0.6690	(1)%

In the third quarter of 2024, foreign exchange had an unfavorable impact on total revenue and a favorable impact on expenses when compared to the prior year quarter. These impacts were primarily due to the fluctuations in the Canadian dollar relative to the U.S. dollar.

### Non-GAAP Measures

As part of management's non-GAAP measures, we may eliminate the financial impact of certain items that we do not consider to be part of our normal operating results.

Adjusted net income available to common stockholders decreased 1% to \$130.8 million in the third quarter of 2024.

Diluted adjusted EPS available to common stockholders decreased 1% to \$0.71 per share in the third quarter of 2024.

Adjusted EBITDA decreased 1% to \$283.7 million in the third quarter of 2024.

Refer to the non-GAAP measures section below on pages [34-40](#) for further information.

### Debt

We have a credit agreement, which is comprised of multicurrency revolving facilities and the Term Loan A facility (the "TLA Facility"). The TLA Facility is comprised of a facility denominated in US dollars (the "USD TLA Facility"), and a facility denominated in Canadian dollars (the "CAD TLA Facility"). The Credit Agreement matures on September 21, 2026.

The TLA Facility loans are subject to quarterly installments of 1.25% of principal, with the balance payable at maturity. During the nine months ended September 30, 2024, the Company repaid \$350.0 million of principal on the USD TLA Facility. At September 30, 2024, there are no mandatory principal repayments remaining on the USD TLA Facility until maturity of the debt. We continue to seek opportunities to prepay our debt.

At September 30, 2024, the Company also had \$550.0 million aggregate principal amount of 6.750% senior secured notes due March

15, 2028 (the "Secured Notes"), and (ii) \$800.0 million aggregate principal amount of 7.750% senior unsecured notes due March 15, 2031 (the "Unsecured Notes") (collectively, the "Notes"). These Notes were used, along with the USD TLA Facility, to fund the acquisition of IAA, and accrue interest to be paid in cash semi-annually in arrears. The Secured Notes are jointly and severally guaranteed on a senior secured basis and the Unsecured Notes are jointly and severally guaranteed on a senior unsecured basis by certain of the Company's subsidiaries.

The below were our committed and uncommitted revolving credit facilities at September 30, 2024 and December 31, 2023:

<b>(in U.S. dollars in millions)</b>	<b>September 30, 2024</b>	<b>December 31, 2023</b>
<i>Committed</i>		
Multicurrency revolving credit facilities	\$ 750.0	\$ 750.0
<i>Uncommitted</i>		
Foreign demand revolving credit facilities	15.0	5.0
Total revolving credit facilities	<u>\$ 765.0</u>	<u>\$ 755.0</u>
<i>Unused</i>		
Multicurrency revolving credit facilities	\$ 703.2	\$ 724.7
Foreign demand revolving credit facilities	15.0	5.0
Total revolving credit facilities unused	<u>\$ 718.2</u>	<u>\$ 729.7</u>

### ***Debt Covenants***

We were in compliance with all financial and other covenants applicable to our credit facilities at September 30, 2024.

Our ability to borrow under the Credit Agreement is subject to compliance with financial covenants of a consolidated leverage ratio and a consolidated interest coverage ratio. In the event of sustained deterioration of global markets and economies, we expect the covenants pertaining to our leverage ratio would be the most restrictive to our ability to access funding under our Credit Agreement. We continue to evaluate courses of action to maintain current levels of liquidity and compliance with our debt covenants.

For more information on our debt, see "Item 1 – Financial Statements: Note 14 Debt" in our consolidated financial statements.

### **Liquidity and Capital Resources**

Our short-term cash requirements include (i) payment of quarterly dividends to common shareholders on an as-declared basis, and payment of participating dividends and preferential dividends to preferred equity holders, (ii) settlement of contracts with consignors and other suppliers, (iii) personnel expenditures, with a majority of short-term incentive compensation paid annually in the first quarter following each fiscal year, (iv) income tax payments, primarily paid in quarterly installments, (v) payments on short-term and long-term debt, (vi) payment of amounts committed under certain service agreements to build our modern IT architecture, (vii) payments on our operating and finance lease obligations, (viii) other capital expenditures and working capital needs, and (ix) advances.

In order to begin the appeals process, we will be obligated to pay a deposit of at least 50% of any assessed amount to the Canada Revenue Agency ("CRA") when the Company receives a notice of assessment for additional taxes, interest and penalties from the CRA with respect to the Company's Luxembourg subsidiary relating to taxation years 2010 through 2015. Such deposit is required by law as part of the CRA's objection process or subsequent legal proceedings. The notice of assessment is expected to be received in the fourth quarter of 2024. For more information on the matter, see "Item 1 – Financial Statements: Note 7 Income Taxes" in our consolidated financial statements.

We believe that our existing working capital and availability under our credit facilities are sufficient to satisfy our present operating requirements and contractual obligations, including the CRA matter noted above. In the current interest rate environment, the Company intends to continue to evaluate and pursue the most financially beneficial arrangements to fund future capital expenditures, which may include lease agreements or cash purchases.

Our long-term cash requirements include scheduled principal repayments of long-term debt on the TLA Facility of \$1.4 billion and the Notes of \$1.4 billion, repayment of any drawn funds under our revolving credit facilities, as well as scheduled repayments of operating and finance lease obligations relating to the Company's commercial leases for various auctions sites, branches and offices, operating leases for computer equipment, software, motor vehicles and small office equipment, and finance lease arrangements for certain vehicles, computers, yard equipment, fixtures, and office furniture. For more information on our debt and leases, see "Item 1 –

Financial Statements: Note 14 Debt" and "Item 1 – Financial Statements: Note 17 Leases," respectively, in our consolidated financial statements, as well as our audited consolidated financial statements for the year ended December 31, 2023.

Cash provided by operating activities can fluctuate significantly from period to period. We assess our liquidity based on our ability to generate cash and secure credit to fund operating, investing, and financing activities. Our liquidity is primarily affected by fluctuations in cash provided by operating activities, significant acquisitions of businesses, payment of dividends, our net capital spending<sup>1</sup>, and repayments of debt. We are also committed under various letters of credit and provide certain guarantees in the normal course of business. We believe our principal sources of liquidity, which include cash flow from operations and our unused capacity under our revolving credit facilities of \$718.2 million, is sufficient to fund our current and planned operating activities.

Book overdrafts represent outstanding checks and other pending disbursements, which are in excess of cash account balances with a right of offset. The excess of such amounts is included within trade and other liabilities in our consolidated balance sheet.

If we were to consider further acquisitions to deliver on our strategic growth drivers, we may seek financing through equity markets or additional debt markets. The issuance of additional equity securities may result in dilution to our shareholders. Issuance of preferred equity securities could provide for rights, preferences or privileges senior to those of our common stock. Further, this additional capital may not be available on reasonable terms, or at all.

### Cash Flows

(in U.S. dollars in millions)	Nine months ended September 30,		
	2024	2023	Change 2024 over 2023
Cash provided by (used in):			
Operating activities	\$ 747.5	\$ 206.7	\$ 540.8
Investing activities	(209.6)	(3,002.3)	2,792.7
Financing activities	(491.6)	2,728.8	(3,220.4)
Effect of changes in foreign currency rates	(4.1)	0.1	(4.2)
Net decrease in cash, cash equivalents, and restricted cash	\$ 42.2	\$ (66.7)	\$ 108.9

Net cash provided by operating activities was \$747.5 million in the first nine months of 2024, as compared to net cash provided by operating activities of \$206.7 million in the first nine months of 2023. Net cash provided by operating activities increased \$540.8 million mainly due to a lower cash outflow from the net change in operating assets and liabilities of \$240.7 million and a decrease in acquisition-related and integration costs in the current year. We also saw a higher net cash inflow from the inclusion of IAA income from operations for a full quarter in the first quarter of 2024 compared to the 11-day stub period in the prior year. These cash inflows were partially offset by higher interest expense. The lower cash outflow from the net change in operating assets and liabilities was primarily driven by the timing, size and number of our auctions, an increase in book overdrafts and prepaid consigned vehicle charges due to the inclusion of IAA, lower tax payments due to the non-repeat of taxes paid in 2023 for the taxable gain portion on the sale of the Bolton property, and lower tax prepayments compared to the prior year. In addition, we saw lower cash outflows due to an increase in recovery of advances from customers and reimbursement of leasehold improvements from lessors. The above decreases in cash outflows were partially offset by the timing of higher interest payments on our debt and higher operating lease payments with the inclusion of IAA.

Net cash used in investing activities was \$209.6 million in the first nine months of 2024, as compared to net cash used in investing activities of \$3.0 billion in the first nine months of 2023. The decrease is primarily due to cash used in the prior period to fund the acquisitions of IAA and VeriTread, as well as lower capital expenditures on property, plant and equipment.

Net cash used in financing activities was \$491.6 million in the first nine months of 2024, as compared to net cash provided by financing activities of \$2.7 billion in the first nine months of 2023. The change is primarily driven by higher cash inflows in the prior period, as we raised \$3.1 billion in debt to fund the acquisition of IAA through the TLA Facility and the Notes, net of debt issuance costs, and received \$496.9 million in net proceeds from the issuance of the Series A Senior Preferred Shares and common stock. In addition, we repaid \$600.0 million of long-term debt in the first half of 2023, for the redemption of our 2016 Notes and \$100.0 million repayment of debt on our USD TLA Facility, as compared to \$350.0 million repayment on our USD TLA Facility in the current year. We also paid less dividends to common stockholders in the current year, primarily due to the payment of a one-time special dividend

<sup>1</sup> We calculate net capital spending as property, plant and equipment additions plus intangible asset additions less proceeds on disposition of property, plant and equipment.

in connection with the IAA acquisition in the prior year, and received higher proceeds from the exercise of stock options in the current year, driven by a higher share price.

### ***Dividend Information***

We declared a dividend of \$0.29 per common share for the quarter ended June 30, 2024, and \$0.27 per common share for each of the quarters ended March 31, 2024, December 31, 2023, September 30, 2023, and June 30, 2023. We have declared, but not yet paid, a dividend of \$0.29 per common share for the quarter ended September 30, 2024. All dividends that we pay are “eligible dividends” for Canadian income tax purposes unless indicated otherwise.

### ***Debt over Net Income***

Debt at the end of the third quarter of 2024 represented 7.3 times net income at and for the trailing twelve months ended September 30, 2024, compared to 18.7 times net income at and for the trailing twelve months ended September 30, 2023. The decrease in this debt/net income multiplier was primarily due to higher net income from the inclusion of IAA's net income compared to the stub period in the prior year, as well as lower levels of debt driven by repayments of principal on our TLA Facility. The adjusted net debt/adjusted EBITDA was 1.7 times at and for the trailing twelve months ended September 30, 2024, compared to 3.2 times at and for the trailing twelve months ended September 30, 2023. The decrease in this debt/net income multiplier was due to the same reasons as discussed above.

### **Critical Accounting Policies, Judgments, Estimates and Assumptions**

In preparing our consolidated financial statements in conformity with US GAAP, we must make decisions that impact the reported amounts and related disclosures. Such decisions include the selection of the appropriate accounting principles to be applied and the assumptions on which to base accounting estimates. In reaching such decisions, we apply judgments based on our understanding and analysis of the relevant circumstances and historical experience. At September 30, 2024, there were no material changes in our critical accounting policies, and there were no material changes in judgments, estimates and assumptions from those disclosed in our Annual Report on Form 10-K for the year ended December 31, 2023.

### **Non-GAAP Measures**

We reference various non-GAAP measures throughout this Quarterly Report on Form 10-Q. These measures do not have a standardized meaning and are, therefore, unlikely to be comparable to similar measures presented by other companies. The presentation of this financial information, which is not prepared under any comprehensive set of accounting rules or principles, is not intended to be considered in isolation of, or as a substitute for, the financial information prepared and presented in accordance with US GAAP.

### ***Adjusted Net Income Available to Common Stockholders and Diluted Adjusted EPS Available to Common Stockholders Reconciliation***

We believe that adjusted net income available to common stockholders provides useful information about the growth or decline of our net income available to common stockholders for the relevant financial period and eliminates the financial impact of adjusting items we do not consider to be part of our normal operating results. Diluted adjusted EPS available to common stockholders eliminates the financial impact of adjusting items from net income available to common stockholders that we do not consider to be part of our normal operating results. Please refer to page [40](#) for a summary of adjusting items.

Adjusted net income available to common stockholders is calculated as net income available to common stockholders, excluding the effects of adjusting items that we do not consider to be part of our normal operating results, such as share-based payments expense, acquisition-related and integration costs, amortization of acquired intangible assets, executive transition costs and certain other items.

Net income available to common stockholders is calculated as net income attributable to controlling interests, less cumulative dividends on Series A Senior Preferred Shares and allocated earnings to participating securities.

Diluted adjusted EPS available to common stockholders is calculated by dividing adjusted net income available to common stockholders by the weighted average number of dilutive shares outstanding, except that it is computed based upon the lower of the two-class method or the if-converted method, which includes the effects of the assumed conversion of the Series A Senior Preferred Shares and the effect of shares issuable under the Company's stock-based incentive plans, if such effect is dilutive.

The following table reconciles adjusted net income available to common stockholders and diluted adjusted EPS available to common stockholders to net income available to common stockholders and diluted EPS available to common stockholders, which are the most directly comparable GAAP measures in our consolidated financial statements:

(in U.S. dollars in millions, except share, per share data, and percentages)	Three months ended September 30,			Nine months ended September 30,		
	2024	2023	% Change	2024	2023	% Change
			2024 over 2023			2024 over 2023
Net income available to common stockholders	\$ 66.9	\$ 54.7	22 %	\$ 264.7	\$ 99.1	167 %
Share-based payments expense	9.7	12.7	(24)%	41.1	31.7	30 %
Acquisition-related and integration costs	6.0	23.1	(74)%	22.9	195.6	(88)%
Amortization of acquired intangible assets	67.9	63.9	6 %	206.5	156.5	32 %
Loss (gain) on disposition of property, plant and equipment and related costs	0.2	0.6	(67)%	(1.2)	(0.9)	33 %
Prepaid consigned vehicles charges	(0.6)	(7.6)	(92)%	(4.0)	(59.7)	(93)%
Loss on redemption of the 2016 and 2021 Notes and certain related interest expense	—	—	— %	—	3.3	NM
Other legal, advisory, restructuring and non-income tax expenses	2.2	0.6	267 %	12.1	1.3	831 %
Executive transition costs	0.6	9.8	(94)%	4.3	9.8	(56)%
Remeasurements in connection with business combinations	1.2	—	NM	1.2	(2.9)	NM
Related tax effects of the above	(21.0)	(22.2)	(5)%	(69.8)	(74.7)	(7)%
Related allocation of the above to participating securities	(2.3)	(2.9)	(21)%	(7.6)	(7.6)	— %
Adjusted net income available to common stockholders	\$ 130.8	\$ 132.7	(1)%	\$ 470.2	\$ 351.5	34 %
Weighted average number of dilutive shares outstanding	185,499,988	183,601,601	1 %	184,999,899	162,916,593	14 %
Diluted earnings per share available to common stockholders	\$ 0.36	\$ 0.30	20 %	\$ 1.43	\$ 0.61	134 %
Diluted adjusted earnings per share available to common stockholders	\$ 0.71	\$ 0.72	(1)%	\$ 2.54	\$ 2.16	18 %

NM = Not meaningful

### **Adjusted EBITDA**

We believe adjusted EBITDA provides useful information about the growth or decline of our net income when compared between different financial periods. We use adjusted EBITDA as a key performance measure because we believe it facilitates operating performance comparisons from period to period and it provides management with the ability to monitor its controllable incremental revenues and costs.

Adjusted EBITDA is calculated by adding back depreciation and amortization, interest expense, income tax expense, and subtracting interest income from net income, as well as adding back the adjusting items as described on page 40.

The following table reconciles adjusted EBITDA to net income, which is the most directly comparable GAAP measure in, or calculated from, our consolidated financial statements:

<b>(in U.S. dollars in millions, except percentages)</b>	<b>Three months ended September 30,</b>			<b>Nine months ended September 30,</b>		
			<b>% Change</b>			<b>% Change</b>
	<b>2024</b>	<b>2023</b>	<b>2023</b>	<b>2024</b>	<b>2023</b>	<b>2023</b>
Net income	\$ 76.0	\$ 63.2	20 %	\$ 294.4	\$ 121.8	142 %
Add: depreciation and amortization	111.9	101.1	11 %	329.9	246.9	34 %
Add: interest expense	57.2	63.7	(10)%	181.0	149.6	21 %
Less: interest income	(6.9)	(4.5)	53 %	(20.3)	(15.8)	28 %
Add: income tax expense	26.2	23.1	13 %	95.3	46.5	105 %
EBITDA	264.4	246.6	7 %	880.3	549.0	60 %
Share-based payments expense	9.7	12.7	(24)%	41.1	31.7	30 %
Acquisition-related and integration costs	6.0	23.1	(74)%	22.9	195.6	(88)%
Loss (gain) on disposition of property, plant and equipment and related costs	0.2	0.6	(67)%	(1.2)	(0.9)	33 %
Remeasurements in connection with business combinations	1.2	—	NM	1.2	(1.4)	NM
Prepaid consigned vehicles charges	(0.6)	(7.6)	(92)%	(4.0)	(59.7)	(93)%
Other legal, advisory, restructuring and non-income tax expenses	2.2	0.6	267 %	12.1	1.3	831 %
Executive transition costs	0.6	9.8	(94)%	4.3	9.8	(56)%
Adjusted EBITDA	<u>\$ 283.7</u>	<u>\$ 285.8</u>	<u>(1)%</u>	<u>\$ 956.7</u>	<u>\$ 725.4</u>	<u>32 %</u>

NM = Not meaningful

### **Adjusted Net Debt and Adjusted Net Debt/Adjusted EBITDA Reconciliation**

We believe that comparing adjusted net debt/adjusted EBITDA on a trailing twelve-month basis for different financial periods provides useful information about the performance of our operations as an indicator of the amount of time it would take us to settle both our short and long-term debt. We do not consider this to be a measure of our liquidity, which is our ability to settle only short-term obligations, but rather a measure of how well we fund liquidity. Measures of liquidity are noted under “Liquidity and Capital Resources.”

Adjusted net debt is calculated by subtracting cash and cash equivalents from short and long-term debt and long-term debt in escrow. Adjusted net debt/Adjusted EBITDA is calculated by dividing adjusted net debt by adjusted EBITDA.

The following table reconciles adjusted net debt to debt, adjusted EBITDA to net income, and adjusted net debt/ adjusted EBITDA to debt/ net income, respectively, which are the most directly comparable GAAP measures in, or calculated from, our consolidated financial statements.

(in U.S. dollars in millions, except percentages)	At and for the twelve months ended September 30,		
	2024	2023	% Change 2024 over 2023
Short-term debt	\$ 31.4	\$ 4.7	568 %
Long-term debt	2,729.3	3,122.2	(13)%
Debt	2,760.7	3,126.9	(12)%
Less: cash and cash equivalents	(650.7)	(428.3)	52 %
Adjusted net debt	2,110.0	2,698.6	(22)%
Net income	\$ 378.6	\$ 167.1	127 %
Add: depreciation and amortization	435.2	271.3	60 %
Add: interest expense	245.2	159.1	54 %
Less: interest income	(26.5)	(19.5)	36 %
Add: income tax expense	125.2	60.1	108 %
EBITDA	1,157.7	638.2	81 %
Share-based payments expense	54.8	40.8	34 %
Acquisition-related and integration costs	43.4	217.8	(80)%
(Gain) loss on disposition of property, plant and equipment and related costs	(1.1)	—	NM
Remeasurements in connection with business combinations	1.3	(1.4)	NM
Prepaid consigned vehicles charges	(11.3)	(59.7)	(81)%
Other legal, advisory, restructuring and non-income tax expenses	12.9	1.5	760 %
Executive transition costs	6.5	9.8	(34)%
Adjusted EBITDA	\$ 1,264.2	\$ 847.0	49 %
Debt/net income	7.3 x	18.7 x	(61)%
Adjusted net debt/adjusted EBITDA	1.7 x	3.2 x	(47)%

NM = Not meaningful

### ***Adjusted Return and Adjusted ROIC Reconciliation***

We believe that comparing adjusted ROIC on a trailing twelve-month basis for different financial periods provides useful information about the after-tax return generated by our investments. Adjusted ROIC is a measure used by management to determine how productively the Company uses its long-term capital to gauge investment decisions.

ROIC is calculated as reported return divided by average invested capital. Reported return is defined as net income attributable to controlling interests excluding the impact of net interest expense, tax effected at the Company's adjusted annualized effective tax rate. Adjusted ROIC is calculated as adjusted return divided by adjusted average invested capital. Adjusted return is defined as reported return and adjusted for items that we do not consider to be part of our normal operating results, tax effected at the applicable tax rate. Adjusted average invested capital is calculated as average invested capital but excludes any long-term debt in escrow.

The following table reconciles adjusted return and adjusted ROIC to net income attributable to controlling interests and adjusted average invested capital to average invested capital, which are the most directly comparable GAAP measures in, or calculated from, our consolidated financial statements:

(in U.S. dollars in millions, except percentages)	At and for the twelve months ended		
	2024	2023	% Change
			2024 over 2023
Net income attributable to controlling interests	\$ 378.9	\$ 167.5	126 %
Add:			
Interest expense	245.2	159.1	54 %
Interest income	(26.5)	(19.5)	36 %
Interest, net	218.7	139.6	57 %
Tax on interest, net	(53.3)	(34.0)	57 %
Reported return	\$ 544.3	\$ 273.2	99 %
Add:			
Share-based payments expense	54.8	40.8	34 %
Acquisition-related and integration costs	43.4	217.8	(80)%
Amortization of acquired intangible assets	276.2	164.7	68 %
(Gain) loss on disposition of property, plant and equipment and related costs	(1.1)	—	NM
Remeasurements in connection with business combinations	1.3	(2.9)	NM
Prepaid consigned vehicles charges	(11.3)	(59.7)	(81)%
Other legal, advisory, restructuring and non-income tax expenses	12.9	1.5	760 %
Executive transition costs	6.5	9.8	(34)%
Related tax effects of the above	(90.8)	(83.6)	9 %
Adjusted return	\$ 836.2	\$ 561.6	49 %
Short-term debt - opening balance	\$ 4.7	\$ 1.6	194 %
Short-term debt - ending balance	31.4	4.7	568 %
Average short-term debt	18.1	3.2	466 %
Long-term debt - opening balance	3,122.2	637.3	390 %
Long-term debt - ending balance	2,729.3	3,122.2	(13)%
Average long-term debt	2,925.8	1,879.8	56 %
Preferred equity - opening balance	482.0	—	NM
Preferred equity - ending balance	482.0	482.0	— %
Average preferred equity	482.0	241.0	100 %
Stockholders' equity - opening balance	4,911.8	1,238.8	296 %
Stockholders' equity - ending balance	5,209.1	4,911.8	6 %
Average stockholders' equity	5,060.5	3,075.3	65 %
Average invested capital	\$ 8,486.4	\$ 5,199.3	63 %
ROIC	6.4 %	5.3 %	110bps
Adjusted ROIC	9.9 %	10.8 %	(90)bps

NM = Not meaningful

## Adjusting Items

### *Recognized in the third quarter of 2024*

- \$9.7 million share-based payments expense.
- \$6.0 million of acquisition-related and integration costs, primarily relating to the acquisition of IAA.
- \$67.9 million amortization of acquired intangible assets from past acquisitions.
- \$0.2 million loss on disposition of property, plant and equipment and related costs, primarily driven by non-cash costs arising from the accounting for the sale of the Bolton property, recorded in selling, general and administrative cost, partially offset by a \$0.5 million gain on the disposition of property, plant and equipment.
- \$0.6 million relating to a fair value adjustment made to the prepaid consigned vehicle charges on the opening balance sheet of IAA at acquisition.
- \$2.2 million of other legal, advisory, restructuring and non-income tax expenses, which primarily includes an estimated accrual for the settlement amount of an unusual legal claim recorded in other income (loss), as well as terminated and ongoing transaction costs recorded in selling, general and administrative costs.
- \$0.6 million of estimated executive transition costs, primarily legal costs, associated with the departure of our ex-CEO on August 1, 2023.
- \$1.2 million of remeasurements in connection with business combination which relates to the revaluation of a contingent consideration liability for IAA's acquisition of Marisat, Inc. in 2021.

### *Recognized in the second quarter of 2024*

- \$18.1 million share-based payments expense.
- \$4.1 million of acquisition-related and integration costs, primarily relating to the acquisition of IAA.
- \$69.0 million amortization of acquired intangible assets from past acquisitions.
- \$0.4 million loss on disposition of property, plant and equipment and related costs, primarily driven by non-cash costs arising from the accounting for the sale of the Bolton property, recorded in selling, general and administrative costs.
- \$1.3 million relating to a fair value adjustment made to the prepaid consigned vehicle charges on the opening balance sheet of IAA at acquisition.
- \$7.7 million of other legal, advisory, restructuring and non-income tax expenses, which includes an estimated accrual for a new digital services tax in Canada on certain in-scope revenues earned for the period from January 1, 2022 to June 30, 2024, legal costs in connection with the settlement of an unusual legal claim accrued in the first quarter of 2024, as well as terminated and ongoing transaction costs.
- \$2.0 million of estimated executive transition costs associated with the departure of our ex-CEO on August 1, 2023, which includes estimated settlement amounts and related costs.

### *Recognized in the first quarter of 2024*

- \$13.3 million share-based payments expense.
- \$12.8 million of acquisition-related and integration costs primarily relating to the acquisition of IAA.
- \$69.6 million amortization of acquired intangible assets from past acquisitions, of which \$61.9 million related to the acquired intangible assets from the acquisition of IAA.
- \$1.8 million gain on disposition of property, plant and equipment and related costs, primarily driven by a \$2.2 million gain on a lease modification, offset by non-cash costs arising from the accounting for the sale of the Bolton property, recorded in selling, general and administrative costs.
- \$2.1 million relating to a fair value adjustment made to the prepaid consigned vehicle charges on the opening balance sheet of IAA, which do not have a future benefit at acquisition, and therefore has created a favorable reduction to our cost of services in the quarter.
- \$2.2 million of other advisory, legal and restructuring costs, which primarily includes a \$1.9 million loss on the settlement of an unusual legal claim recorded in other income, \$0.3 million of terminated and ongoing transaction costs and \$0.1 million of costs incurred with the Canada Revenue Agency's ("CRA") investigation.
- \$1.7 million of estimated executive transition costs associated with the departures of certain executives on August 1, 2023, which includes severance, estimated settlement amounts and related costs.

The adjusting items recognized in our prior quarters are discussed in "Part I, Item 7: Management's Discussion and Analysis of Financial Condition and Results of Operations" of our Annual Report on Form 10-K for the year ended December 31, 2023.

### **ITEM 3: QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

There have been no material changes to our market risk during the three and nine months ended September 30, 2024 from those disclosed in Item 7A in our Annual Report on Form 10-K for the year ended December 31, 2023, which is available on our website at <https://investor.rbglobal.com>, on EDGAR at [www.sec.gov](http://www.sec.gov), or on SEDAR at [www.sedar.com](http://www.sedar.com).

### **ITEM 4: CONTROLS AND PROCEDURES**

#### **Disclosure Controls and Procedures**

Management of the Company, including the Chief Executive Officer (“CEO”) and the Chief Financial Officer (“CFO”), have evaluated the effectiveness of the Company’s disclosure controls and procedures as of September 30, 2024. The term “disclosure controls and procedures” means controls and other procedures established by the Company that are designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the Company’s management, including its CEO and CFO, as appropriate, to allow timely decisions regarding required disclosure.

Based upon their evaluation of the Company’s disclosure controls and procedures, the CEO and the CFO concluded that, as of September 30, 2024, the disclosure controls are effective to provide reasonable assurance that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is accumulated and communicated to management, including the CEO and the CFO, as appropriate, to allow timely decisions regarding required disclosure and are effective to provide reasonable assurance that such information is recorded, processed, summarized and reported within the time periods specified by the SEC’s rules and forms.

The Company, including its CEO and CFO, does not expect that its internal controls and procedures will prevent or detect all error and all fraud. A control system, no matter how well conceived or operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met.

#### **Changes in Internal Control over Financial Reporting**

On March 20, 2023, the Company completed the acquisition of IAA. Except as it relates to the continued integration of IAA, there were no changes in the Company’s internal control over financial reporting that occurred during the three and nine months ended September 30, 2024 that have materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting.

## PART II – OTHER INFORMATION

### ITEM 1: LEGAL PROCEEDINGS

We have no material legal proceedings pending, other than ordinary routine litigation incidental to the business, and we do not know of any material proceedings contemplated by governmental authorities.

### ITEM 1A: RISK FACTORS

Our business is subject to a number of risks and uncertainties, and our past performance is no guarantee of our performance in future periods. In addition to the other information set forth in this Quarterly Report on Form 10-Q, you should carefully consider the risks and uncertainties discussed in “Part I, Item 1A: Risk Factors” of our Annual Report on Form 10-K for the year ended December 31, 2023, which are available on our website at <https://investor.rbglobal.com>, on EDGAR at [www.sec.gov](http://www.sec.gov), or on SEDAR at [www.sedarplus.com](http://www.sedarplus.com). As of the date of this filing, there have been no material changes to such risk factors. Our business could also be affected by additional risks not currently known to us or that we currently deem to be immaterial. If any of the risks occur, our business, financial and results of operations could materially suffer. As a result, the trading price of our common shares could decline, and you may lose all or part of your investment.

### ITEM 2: UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

### ITEM 3: DEFAULTS UPON SENIOR SECURITIES

None.

### ITEM 4: MINE SAFETY DISCLOSURES

Not applicable.

### ITEM 5: OTHER INFORMATION

During the three months ended September 30, 2024, none of our directors or officers (as defined in Rule 16a-1(f) of the Exchange Act) adopted, terminated or modified a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement (as such terms are defined in Item 408 of Regulation S-K).

## ITEM 6: EXHIBITS

### Exhibits

The exhibits listed in below are filed as part of this Quarterly Report on Form 10-Q and incorporated herein by reference.

<b>Exhibit Number</b>	<b>Document</b>
10.1	<a href="#"><u>Employment Agreement between Ritchie Bros. Auctioneers (Canada) Ltd. and Michael (Steve) Lewis, dated July 19, 2024</u></a>
10.2	<a href="#"><u>Employment Agreement between Ritchie Bros. Auctioneers (Canada) Ltd. and Nancy King, dated March 6, 2024</u></a>
31.1	<a href="#"><u>Certification of Chief Executive Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934, as amended</u></a>
31.2	<a href="#"><u>Certification of Chief Financial Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934, as amended</u></a>
32.1	<a href="#"><u>Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u></a>
32.2	<a href="#"><u>Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u></a>
101	Interactive Data Files Pursuant to Rule 405 of Regulation S-T, for the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2024, formatted in Inline XBRL: (i) Condensed Consolidated Income Statements; (ii) Condensed Consolidated Balance Sheets; (iii) Condensed Consolidated Statements of Changes in Equity; (iv) Condensed Consolidated Statements of Cash Flows; and (v) Notes to the Condensed Consolidated Financial Statements
104	Cover page from the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2024, formatted in Inline XBRL and contained in Exhibit 101

## SIGNATURES

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

### **RB GLOBAL, INC.**

Dated: November 8, 2024

By: /s/ Jim Kessler  
Jim Kessler  
*Chief Executive Officer*

Dated: November 8, 2024

By: /s/ Eric J. Guerin  
Eric J. Guerin  
*Chief Financial Officer*

## EMPLOYMENT AGREEMENT

Between:

**MICHAEL LEWIS**

(the “Executive”)

And:

**RITCHIE BROS. AUCTIONEERS (CANADA) LTD.,**  
a corporation incorporated under the laws of Canada

(the “Employer”)

### WHEREAS:

- A. The Employer and its affiliates are in the business of providing asset management and transaction solutions for commercial assets and vehicles; and
- B. The Employer and the Executive wish to enter into an employment relationship on the terms and conditions as described in this Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by both parties, the Employer and the Executive agree as follows:

### 1. EMPLOYMENT

- a. The Employer agrees to employ the Executive pursuant to the terms and conditions described in this Agreement, including the appendices to this Agreement, and the Executive hereby accepts and agrees to such employment. Unless otherwise defined, the defined terms in this Agreement will have the same meaning in the appendices hereto.
- b. The Executive will be employed in the position of **Chief Operations Officer** and such other duties and responsibilities consistent with their position as may be assigned by the Employer from time to time. The Executive shall be principally based at their home office in the **State of California** (“**Place of Employment**”) and shall report directly to the Chief Executive Officer.
- c. The Executive’s employment with the Employer will commence on September 3, 2024 (the “**Commencement Date**”), and the Executive’s employment hereunder will continue for an

indefinite period of time until terminated in accordance with the terms of this Agreement or applicable law (the “**Term**”).

- d. During the Term, the Executive will at all times:
  - i. well and faithfully serve the Employer, and act honestly and in good faith in the best interests of the Employer;
  - ii. devote all of the Executive’s business time, attention, and abilities, and provide their best efforts, expertise, skills, and talents, to the business of the Employer, except as provided in Section 2(b);
  - iii. adhere to all generally applicable written policies of the Employer, and obey and observe to the best of the Executive’s abilities all lawful orders and directives, whether verbal or written, of the Board;
  - iv. act lawfully and professionally, and exercise the degree of care, diligence, and skill that an executive employee would exercise in comparable circumstances; and
  - v. to the best of the Executive’s abilities perform the duties and exercise the responsibilities required of the Executive under this Agreement.

## **2. PRIOR COMMITMENTS AND OUTSIDE ACTIVITIES**

- a. The Executive represents and warrants to the Employer that the Executive has no existing common law, contractual, or statutory obligations to their former employer or to any other person that will conflict with the Executive’s duties and responsibilities under this Agreement.
- b. During the term of this Agreement, the Executive will not be engaged directly or indirectly in any outside business activities, whether for profit or not-for-profit, as principal, partner, director, officer, active shareholder, advisor, employee or otherwise, without first having obtained the written permission of the Employer.

## **3. POLICIES**

- a. The Executive agrees to comply with all generally applicable written policies applying to the Employer’s staff that may reasonably be issued by the Employer from time to time. The Executive agrees that the introduction, amendment, and administration of such generally applicable written policies are within the sole discretion of the Employer. If the Employer introduces, amends, or deletes such generally applicable written policies, such introduction, deletion or amendment will not constitute a constructive dismissal or breach of this Agreement. If there is a direct conflict between this Agreement and any such policy, this Agreement will prevail to the extent of the inconsistency.

## **4. COMPENSATION**

- a. Upon the Commencement Date, and continuing during the Term, the Executive will earn the following annual compensation, less applicable statutory and regular payroll deductions and withholdings:

<b>Compensation Element</b>	<b>\$USD</b>
Annual Base Salary	<b>USD \$650,000</b> (the “ <b>Base Salary</b> ”)
Annual Short-Term Incentive	<b>100% of Base Salary at Target</b> (the “ <b>STI Bonus</b> ”) (0% - 200% of STI bonus target based on actual performance)
Annual Long-Term Incentive Grant	<b>Targeted at 250% of Base Salary</b> (the “ <b>LTI Grant</b> ”)  Those eligible to participate in the long-term incentive plan (LTI Plan) maintained by the Employer’s parent company, RB Global, Inc. (“ <b>RB Global</b> ”) may be entitled to receive an equity award subject to the terms set forth in the relevant shareholder-approved equity plan. Grants under the LTI Plan are made at the complete discretion and subject to the approval of the Compensation Committee and are based on the recommendation of the senior management or the CEO.

- b. The structure of the STI Bonus and LTI Grant will be consistent with those granted to the Employer’s other executives and is subject to amendment from time to time by the Employer. Currently, LTI grants for executives are provided as follows:
- i. A mix of equity which may include restricted share units, performance share units, or stock options issued under RB Global’s 2023 Share Incentive Plan (as amended from time to time, the “**Plan**”), at varying percentages as set forth by and subject to the approval of the Compensation Committee;
  - ii. For illustrative purposes only, past LTI grants to executives have been comprised of a mixture of: (a) stock options having a ten-year term, vesting in equal one-third parts after the first, second, and third anniversaries of the grant date, (b) restricted share units (RSUs) vesting in equal one-third parts after the first, second and third anniversaries of the grant date, and (c) performance share units (PSUs) vesting on the third anniversary of the grant date based on actual performance against pre-established criteria, with the number of share units that vest ranging from 0% to 200% of target based on actual performance.
- c. The specific terms and conditions for the LTI Grant, including but not limited to the provisions upon termination of employment will be based on the relevant plan and award documents.

- d. The Executive's STI Bonus for 2024 will not be prorated based upon the Executive's Commencement Date, under RB Global's STI plan for the 2024 performance year ending December 31, 2024; however, the maximum payout will be capped at 100% of target (or \$650,000) and will be no less than 80% of target (or \$520,000). Such bonus shall be paid in accordance with the terms of RB Global's STI plan. The Executive must be employed by the Employer at the time payment of such bonus would be made to be eligible for this bonus payment.
- e. The Executive will be eligible for a full-year LTI grant, without proration, in respect of 2024; the equity grant is contingent on Compensation Committee approval. The specific terms and conditions for LTI Grants (including but not limited to the provisions upon termination of employment) will be based on the relevant plan and award documents of RB Global and may be subject to amendments from time to time. Such 2024 LTI grant shall have an economic value of USD \$1,625,000, with the actual number of units being determined at the grant date. The 2024 LTI grant is subject to approval by the Compensation Committee.
- f. The Executive will be eligible for a sign-on grant ("SOG") having an economic value of USD \$1,000,000, comprised of (i) RSUs with an economic value of USD \$500,000 vesting in equal one-third parts after the first, second, and third anniversaries of the 2024 LTI grant date (about March 15, 2024), and (ii) PSUs with an economic value of \$500,000 vesting on the third anniversary of the 2024 LTI grant date (about March 15, 2024) based on the same pre-established performance criteria as the annual 2024 LTI grant, with the number of share units that ultimately vest ranging from 0% to 200% of target based on actual performance. The SOG will be awarded within four weeks of the Commencement Date, and is subject to approval by the Compensation Committee.
- g. Notwithstanding any other provisions in this Agreement to the contrary, the Executive will be subject to any written clawback/recoupment policy of the Employer in effect from time to time, allowing the recovery of incentive compensation previously paid or payable to the Executive in cases of proven misconduct or material financial restatement, whether pursuant to the requirements of Dodd-Frank Wall Street Reform and the Consumer Protection Act, the listing requirements of any national securities exchange on which common stock of the Employer is listed, or otherwise.

## 5. BENEFITS

- a. The Executive will be eligible to participate in the Employer's US group benefit plans, subject to the terms and conditions of said plans and the applicable policies of the Employer and applicable benefits providers. Subject to the Executive's eligibility, such benefits will include, without limitation, United States medical coverage satisfying the minimum essential coverage requirements under the United States Patient Protection and Affordable Care Act, short-term and long-term disability coverage, and term life insurance.
- b. The liability of the Employer with respect to the Executive's employment benefits is limited to the premiums or portions of the premiums the Employer regularly pays on behalf of the Executive in connection with said employee benefits. The Executive agrees that the Employer is not, and will not be deemed to be, the insurer and, for greater certainty, the Employer will not be liable for any decision of a third-party benefits provider or insurer, including any decision to deny coverage or any other decision that affects the Executive's benefits or insurance.

- c. The Executive will be eligible to contribute to the Employer's US-based 401(k) savings plan pursuant to the terms of that plan. The Executive will be eligible to participate in the Employer's Employee Share Purchase Plan, in accordance with the terms of that plan.

## 6. EXPENSES

- a. The Employer will reimburse the Executive, in accordance with the Employer's policies, for all authorized travel and other out-of-pocket expenses actually and properly incurred by the Executive in the course of carrying out the Executive's duties and responsibilities under this Agreement.

## 7. HOURS OF WORK AND OVERTIME

- a. Given the management nature of the Executive's position, the Executive is required to work additional hours from time to time and is not eligible for overtime pay. The Executive acknowledges and agrees that the compensation provided under this Agreement represents full compensation for all of the Executive's working hours and services, including overtime.

## 8. PAID TIME OFF (PTO)

- a. The Executive will earn up to five (5) weeks (or twenty-five (25) business days) of paid time off (PTO) per annum.
- b. The Executive will take their PTO subject to business needs, and in accordance with the Employer's PTO policy in effect from time to time.
- c. Annual PTO must be taken and may not be accrued, deferred, or banked without the Employer's written approval.

## 9. TERMINATION OF EMPLOYMENT

- a. Termination for cause: The Employer may terminate the Executive's employment at any time for Cause, after providing the Executive with at least 30 days' notice of such proposed termination and 15 days to remedy the alleged defect. In this Agreement, "Cause" means the willful and continued failure by the Executive to substantially perform, or otherwise properly carry out, the Executive's duties on behalf of RB Global or its operating affiliates, or to follow, in any material respect, the lawful policies, procedures, instructions or directions of the Employer or any applicable affiliate (other than any such failure resulting from the Executive's disability or incapacity due to physical or mental illness), or the Executive willfully or intentionally engaging in illegal or fraudulent conduct, financial impropriety, intentional dishonesty, breach of duty of loyalty or any similar intentional act which is materially injurious to RB Global or an affiliate, or which may have the effect of materially injuring the reputation, business or business relationships of the Employer or an affiliate, or any other act or omission constituting cause for termination of employment without notice or pay in lieu of notice at common law. For the purposes of this definition, no act, or failure to act, on the part of an Executive shall be considered "willful" unless done or omitted to be done, by the Executive in bad faith and without reasonable belief that the Executive's action or omissions were in, or not opposed to, the best interests of the Employer and its affiliates.

In the event of termination for Cause, the rights of the Executive with respect to any PSUs, RSUs (including those issued as part of the SOG), or stock options granted pursuant to the Plan or any successor plan providing for grants of PSUs, RSUs, or stock options, and pursuant

to any and all PSU, RSU and stock option grant agreements, will be governed pursuant to the terms of the Plan, or any successor plan thereto, and respective grant agreements for such PSUs, RSUs and stock options.

- b. Termination for Good Reason: The Executive may terminate their employment with the Employer for Good Reason by delivery of written notice to the Employer within the sixty (60) day period commencing upon the occurrence of Good Reason including the basis for such Good Reason (with such termination effective thirty (30) days after such written notice is delivered to the Employer and only in the event that the Employer fails or is unable to cure such Good Reason within such thirty (30) day period). In the event of a termination of the Executive's employment for Good Reason, the Executive will receive pay and benefits as if terminated by the Employer without Cause under Section 9 c. below, and the termination shall be regarded as a termination without Cause for purposes of the Plan. In this Agreement, "**Good Reason**" means (1) a material adverse change by RB Global or an affiliate, without the Executive's consent, to the Executive's position, authority, duties, responsibilities, Executive's place of residence, Base Salary or the potential short-term or long-term incentive bonus the Executive is eligible to earn, (2) a change in the Executive's reporting such that the Executive no longer reports directly to the CEO or (3) a requirement by the Employer that the Executive's regular Place of Employment be changed, but does not include a change in the Executive's duties and/or responsibilities arising from a change in the scope or nature of RB Global's business operations, provided such change does not adversely affect the Executive's position or authority or is a change across the board affecting similar executives in a similar fashion.
- c. Termination without Cause: The Employer may terminate the Executive's employment at any time, without Cause by providing the Executive with the following:
- i. Eighteen (18) months' Base Salary and STI Bonus at Target;
  - ii. all equity awards will be governed by the terms of the relevant plan;
  - iii. an STI Bonus (at target) for the year of termination of employment, pro-rated based on the number of days of employment in the year up to the Termination Date;
  - iv. continued extended health and dental benefits coverage at active employee rates until the earlier of the first anniversary of the termination of the Executive's employment or the date on which the Executive begins new full-time employment.
- d. Resignation: The Executive may terminate their employment with the Employer at any time by providing the Employer with three (3) months' notice in writing to that effect. If the Executive provides the Employer with written notice under this Section, the Employer may waive such notice, in whole or in part, in which case the Employer will pay the Executive the Base Salary only for the amount of time remaining in that notice period and the Executive's employment will terminate on the earlier date specified by the Employer without any further compensation.

In the event of resignation, the rights of the Executive with respect to any PSUs, RSUs (including those issued as part of the SOG), or stock options granted pursuant to the Plan, or any successor plans thereto, and pursuant to any and all PSU, RSU and stock option grant agreements, will be governed pursuant to the terms of the Plan (or their successor plans, as applicable) and respective grant agreements for such PSUs, RSUs and stock options.

- e. Retirement: In the event of the Executive's retirement, as defined by the Employer's policies, the rights of the Executive with respect to any PSUs, RSUs (including those issued as part of the SOG) or stock options granted pursuant to the Plan, or any successor plans, as applicable, and pursuant to any and all PSU, RSU and stock option grant agreements, will be governed pursuant to the terms of the Plan (or any successor plans, as applicable) and will be based on the relevant plan and award documents of RB Global and may be subject to amendments from time to time.
- f. Termination Without Cause or For Good Reason Following Change of Control: In the event of Termination without Cause or for Good Reason within one (1) year of a change of control of the Employer, the Executive will have the rights set forth in the Change of Control Agreement attached as Exhibit "A" hereto.
- g. Deductions and withholdings: All payments under this Section are subject to applicable statutory and regular payroll deductions and withholdings in the US as applicable.
- h. Terms of Payment upon Termination: Upon termination of the Executive's employment, for any reason:
  - i. Subject to Section 9 b. and except as limited by Section 9 h. (ii), the Employer will pay the Executive all earned and unpaid Base Salary, earned and unpaid vacation pay, and the prorated STI Bonus for the year of termination, up to and including the Executive's last day of active employment with the Employer (the "**Termination Date**"), with such payment to be made within five (5) business days of the Termination Date.
  - ii. In the event of resignation by the Executive or termination of the Executive's employment for Cause, no STI Bonus will be payable to the Executive; and
  - iii. On the Termination Date, the Executive will immediately deliver to the Employer all files, computer disks, Confidential Information, information and documents pertaining to the Employer's Business, and all other property of the Employer that is in the Executive's possession or control, without making or retaining any copy, duplication or reproduction of such files, computer disks, Confidential Information, information or documents without the Employer's express written consent.
- i. Other than as expressly provided herein, the Executive will not be entitled to receive any further pay or compensation, severance pay, notice, payment in lieu of notice, incentives, bonuses, benefits, rights, and damages of any kind. The Executive acknowledges and agrees that, in the event of a payment under Section 9 b. or Section 9 c. of this Agreement, the Executive will not be entitled to any other payment in connection with the termination of the Executive's employment.

Notwithstanding the foregoing, in the event of a termination without Cause, the Employer will not be required to pay any Base Salary or STI Bonus to the Executive beyond that earned by the Executive up to and including the Termination Date, unless the Executive signs within forty (40) days of the Termination Date and does not revoke a full and general release (the "**Release**") of any and all claims that the Executive has against the Employer or its affiliates and such entities' past and then current officers, directors, owners, managers, members, agents and employees relating to all matters, in form and substance satisfactory to the Employer, provided, however, that the payment shall not occur prior to the effective date of the Release, provided further that if the maximum period during which Executive can consider and revoke

the release begins in one calendar year and ends in another calendar year, then such payment shall not be made until the first payroll date occurring after the later of (A) the last day of the calendar year in which such period begins, and (B) the date on which the Release becomes effective.

- j. Notwithstanding any changes in the terms and conditions of the Executive's employment that may occur in the future, including any changes in position, duties, or compensation, the termination provisions in this Agreement will continue to be in effect for the duration of the Executive employment with the Employer unless otherwise amended in writing and signed by the Employer.
- k. Agreement authorizing payroll deductions: If on the date, the employment relationship ends, regardless of the reason, the Executive owes the Employer any money (whether pursuant to an advance, overpayment, debt, error in payment, or any other reason), the Executive hereby authorizes the Employer to deduct any such debt amount from the Executive's salary, severance or any other payment due to the Executive. Any remaining debt will be immediately payable to the Employer and the Executive agrees to satisfy such debt within 14 days of the Termination Date or any demand for repayment.

## 10. SHARE OWNERSHIP REQUIREMENTS

- a. The Executive will be subject to RB Global's share ownership guideline policy, as amended from time to time. The current share ownership requirement for this position is three times the base salary.

## 11. CONFIDENTIAL INFORMATION

- a. In this Agreement "**Confidential Information**" means information proprietary to the Employer or RB Global that is not publicly known or available, including but not limited to personnel information, customer information, supplier information, contractor information, pricing information, financial information, marketing information, business opportunities, technology, research and development, manufacturing and information relating to intellectual property, owned, licensed, or used by the Employer or its affiliates or in which the Employer or its affiliates otherwise have an interest, and includes Confidential Information created by the Executive in the course of their employment, jointly or alone. The Executive acknowledges that the Confidential Information is the exclusive property of the Employer.
- b. The Executive agrees at all times during the Term and after the Term, to hold the Confidential Information in strictest confidence and not to disclose it to any person or entity without written authorization from the Employer and the Executive agrees not to copy or remove it from the Employer's premises except in pursuit of the Employer's business, or to use or attempt to use it for any purpose other than the performance of the Executive's duties on behalf of the Employer.
- c. The Executive agrees, at all times during and after the Term, not to use or take advantage of the Confidential Information for creating, maintaining, or marketing, or aiding in the creation, maintenance, marketing, or selling, of any products and/or services which are competitive with the products and services of the Employer or RB Global.
- d. Upon the request of the Employer, and in any event upon the termination of the Executive's employment with the Employer, the Executive will immediately return to the Employer all

materials, including all copies in whatever form containing the Confidential Information which are within the Executive's possession or control.

## 12. INVENTIONS

- a. In this Agreement, "**Invention**" means any invention, improvement, method, process, advertisement, concept, system, apparatus, design, or computer program or software, system, or database.
- b. The Executive acknowledges and agrees that every Invention which the Executive may, at any time during the terms of their employment with the Employer or its affiliates, make, devise, or conceive, individually or jointly with others, whether during the Employer's business hours or otherwise, and which relates in any manner to the Employer's business will belong to, and be the exclusive property of the Employer, and the Executive will make full and prompt disclosure to the Employer of every such Invention. The Executive hereby irrevocably waives all moral rights that the Executive may have in every such Invention.
- c. The Executive undertakes to, and hereby does, assign to the Employer, or its nominee, every such Invention and to execute all assignments or other instruments and to do any other things necessary and proper to confirm the Employer's right and title in and to every such Invention. The Executive further undertakes to perform all proper acts within their power necessary or desired by the Employer to obtain letters patent in the name of the Employer and at the Employer's expense for every such Invention in whatever countries the Employer may desire, without payment by the Employer to the Executive of any royalty, license fee, price or additional compensation.
- d. The Executive acknowledges that all original works of authorship which are made by the Executive (solely or jointly with others) within the scope of the Executive's employment and which are protectable by copyright are "**works made for hire,**" pursuant to United States Copyright Act (17 U.S.C., Section 101).

## 13. NON-SOLICITATION

- a. The Executive acknowledges that in the course of the Executive's employment with the Employer the Executive will develop close relationships with RB Global's clients, customers, and employees and that the Employer's goodwill depends on the development and maintenance of such relationships. The Executive acknowledges that the preservation of the Employer's goodwill and the protection of its relationships with its customers and employees are proprietary rights that the Employer is entitled to protect.
- b. The Executive will not during the Applicable Period, whether individually or in partnership or jointly or in conjunction with any person or persons, as principal, agent, shareholder, director, officer, employee, or in any other manner whatsoever:
  - i. solicit any client or customer of RB Global with whom the Executive dealt during the twelve (12) months immediately prior to the termination of the Executive's employment with the Employer (however caused) for the purposes of (a) causing or trying to cause such client or customer to cease doing business with RB Global or to reduce such business with RB Global by diverting it elsewhere or (b) providing products or services that are the same as or competitive with the business of RB Global in the area of facilitating the exchange of industrial equipment and vehicles, provided, for greater

clarity, that such limitation shall not restrict the Executive from the general exchange of industrial equipment or vehicles as part of the normal business operations of a future employer where such employer is not engaged in the exchange of industrial equipment or vehicles by way of auctions or online exchange platforms similar to those operated by RB Global; or

- ii. seek in any way to solicit, engage, persuade or entice, or attempt to solicit, engage, persuade or entice any employee of the Employer, to leave their employment with the Employer,

The “**Applicable Period**” means a period of twelve (12) months following termination, regardless of the reason for such termination or the party effecting it.

#### **14. NON-COMPETITION**

- a. The Executive agrees that, without the prior written consent of the Employer, the Executive will not, directly or indirectly, in a capacity similar to that of the Executive with the Employer, carry on, be engaged in, be concerned with or interested in, perform services for, or be employed in a business which is the same as or competitive with the business of RB Global in the area of asset management or facilitating the exchange of industrial equipment or vehicle assets, or in the area of the buying, selling or auctioning of industrial equipment or vehicle assets, either individually or in partnership or jointly or in conjunction with any person as principal, agent, employee, officer or shareholder. The foregoing restriction will be in effect for a period of twelve (12) months following the termination of the Executive’s employment, regardless of the reason for such termination or the party effecting it, within the geographical area of Canada and the United States.

#### **15. REMEDIES FOR BREACH OF RESTRICTIVE COVENANTS**

- a. The Executive acknowledges that the restrictions contained in Sections 9 h. iii., 11, 12, 13, and 14 of this Agreement are, in view of the nature of the Employer’s business, reasonable and necessary in order to protect the legitimate interests of the Employer and that any violation of those Sections would result in irreparable injuries and harm to the Employer, and that damages alone would be an inadequate remedy.
- b. The Executive hereby agrees that the Employer will be entitled to the remedies of injunction, specific performance, and other equitable relief to prevent a breach or recurrence of a breach of this Agreement and that the Employer will be entitled to its reasonable legal costs and expenses, including but not limited to its attorneys’ fees, incurred in properly enforcing a provision of this Agreement.
- c. Nothing contained herein will be construed as a waiver of any of the rights that the Employer may have for damages or otherwise.
- d. The Executive and the Employer expressly agree that the provisions of Sections 9 h. iii., 11, 12, 13, 14, and 21 of this Agreement will survive the termination of the Executive’s employment for any reason.

#### **16. GOVERNING LAW**

- a. This Agreement will be governed by the laws of the Province of British Columbia.

## **17. SEVERABILITY**

- a. All sections, paragraphs, and covenants contained in this Agreement are severable, and in the event that any of them will be held to be invalid, unenforceable, or void by a court of a competent jurisdiction, such sections, paragraphs, or covenants will be severed and the remainder of this Agreement will remain in full force and effect.

## **18. ENTIRE AGREEMENT**

- a. This Agreement, including the Appendices, and any other documents referenced herein, contains the complete agreement concerning the Executive's employment by the Employer and will, as of the date it is executed, supersede any and all other employment agreements between the parties.
- b. The parties agree that there are no other contracts or agreements between them and that neither of them has made any representations, including but not limited to negligent misrepresentations, to the other except such representations as are specifically set forth in this Agreement, and that any statements or representations that may previously have been made by either of them to the other have not been relied on in connection with the execution of this Agreement and are of no effect.
- c. No waiver, amendment, or modification of this Agreement or any covenant, condition, or restriction herein contained will be valid unless executed in writing by the party to be charged therewith, with the exception of those modifications expressly permitted within this Agreement. Should the parties agree to waive, amend, or modify any provision of this Agreement, such waiver, amendment or modification will not affect the enforceability of any other provision of this Agreement. Notwithstanding the foregoing, the Employer may unilaterally amend the provisions of Section 10 c. relating to the provision of certain health benefits following termination of employment to the extent the Employer deems necessary to avoid the imposition of excise taxes, penalties, or similar charges on the Employer or any of its Affiliates, including, without limitation, under Section 4980D of the U.S. Internal Revenue Code.

## **19. CONSIDERATION**

- a. The parties acknowledge and agree that this Agreement has been executed by each of them in consideration of the mutual promises and covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged. The parties hereby waive any and all defenses relating to an alleged failure or lack of consideration in connection with this Agreement.

## **20. INTERPRETATION**

- a. Headings are included in this Agreement for convenience of reference only and do not form part of this Agreement.

## **21. DISPUTE RESOLUTION**

In the event of a dispute arising out of or in connection with this Agreement, or in respect of any legal relationship associated with it or from it, which does not involve the Employer seeking a court injunction or other injunctive or equitable relief to protect its business, confidential information or intellectual property, that dispute will be resolved in strict confidence as follows:

- a. Amicable Negotiation – The parties agree that, both during and after the performance of their responsibilities under this Agreement, each of them will make bona fide efforts to resolve any disputes arising between them via amicable negotiations;
- b. Arbitration – If the parties have been unable to resolve a dispute for more than 90 days, or such other period agreed to in writing by the parties, either party may refer the dispute for final and binding arbitration by providing written notice to the other party. If the parties cannot agree on an arbitrator within thirty (30) days of receipt of the notice to arbitrate, then either party may make an application to the British Columbia Arbitration and Mediation Society to appoint one. The arbitration will be held in Vancouver, British Columbia in accordance with the BCICAC’s Shorter Rules for Domestic Commercial Arbitration, and each party will bear its own costs, including one-half share of the arbitrator’s fees.

**22. ENUREMENT**

- a. The provisions of this Agreement will enure to the benefit of and be binding upon the parties, their heirs, executors, personal legal representatives and permitted assigns, and related companies.
- b. This Agreement may be assigned by the Employer at its discretion, in which case the assignee shall become the Employer for purposes of this Agreement. This Agreement will not be assigned by the Executive.

**Dated** this 19<sup>th</sup> day of July, 2024.

<b>Signed, Sealed and Delivered by</b>	)	
<b>MICHAEL LEWIS</b> in the presence of:	)	
	)	
<u>      /s/ Victoria Cameron Lewis      </u>	)	
Name	)	<u>      /s/ Michael Lewis      </u>
	)	<b>MICHAEL LEWIS</b>
_____	)	
Address	)	
	)	
_____	)	
	)	
_____	)	
Occupation	)	
	)	

**RITCHIE BROS. AUCTIONEERS (CANADA) LTD.**

**EXHIBIT A**

**CHANGE OF CONTROL AGREEMENT**

THIS AGREEMENT executed on the 19th day of July, 2024.

BETWEEN:

**RITCHIE BROS. AUCTIONEERS (CANADA) LTD.,**  
a corporation incorporated under the laws of Canada, and having an office at 9500  
Glenlyon Parkway, Burnaby, British Columbia, V5J 0C6

(the “**Company**”)

AND:

**MICHAEL LEWIS**

(the “**Executive**”)

WITNESSES THAT WHEREAS:

- A. The Executive is an executive of the Company and the Parent Company (as defined below) and is considered by the Board of Directors of the Parent Company (the “**Board**”) to be a vital employee with special skills and abilities, and will be well-versed in knowledge of the Company’s business and the industry in which it is engaged;
- B. The Board recognizes that it is essential and in the best interests of the Company and its shareholders that the Company retain and encourage the Executive’s continuing service and dedication to their office and employment without distraction caused by the uncertainties, risks and potentially disturbing circumstances that could arise from a possible change in control of the Parent Company;
- C. The Board further believes that it is in the best interests of the Company and its shareholders, in the event of a change of control of the Parent Company, to maintain the cohesiveness of the Company’s senior management team so as to ensure a successful transition, maximize shareholder value and maintain the performance of the Company;
- D. The Board further believes that the service of the Executive to the Company requires that the Executive receive fair treatment in the event of a change in control of the Parent Company; and
- E. In order to induce the Executive to remain in the employ of the Company notwithstanding a possible change of control, the Company has agreed to provide to the Executive certain benefits in the event of a change of control.

NOW THEREFORE in consideration of the premises and the covenants herein contained on the part of the parties hereto and in consideration of the Executive continuing in office and in the employment of the Company, the Company and the Executive hereby covenant and agree as follows:

**1. Definitions**

In this Agreement,

- (a) “**Agreement**” means this agreement as amended or supplemented in writing from time to time;
- (b) “**Annual Base Salary**” means the annual salary payable to the Executive by the Company from time to time, but excludes any bonuses and any director’s fees paid to the Executive by the Company;
- (c) “**STI Bonus**” means the annual at target short-term incentive bonus the Executive is eligible to earn under the Employment Agreement, in accordance with the short-term incentive bonus plan;
- (d) “**Change of Control**” means:
  - (i) a Person, or group of Persons acting jointly or in concert, acquiring or accumulating beneficial ownership of more than 50% of the Voting Shares of the Parent Company;
  - (ii) a Person, or Group of Persons acting jointly or in concert, holding at least 25% of the Voting Shares of the Parent Company and being able to change the composition of the Board of Directors by having the Person’s, or Group of Persons’, nominees elected as a majority of the Board of Directors of the Parent Company;
  - (iii) the arm’s length sale, transfer, liquidation or other disposition of all or substantially all of the assets of the Parent Company, over a period of one year or less, in any manner whatsoever and whether in one transaction or in a series of transactions or by plan of arrangement; or
  - (iv) a reorganization, merger or consolidation or sale or other disposition of substantially all the assets of the Company (a “**Business Combination**”), unless following such Business Combination the Parent Company beneficially owns all or substantially all of the Company’s assets either directly or through one or more subsidiaries.
- (e) “**Date of Termination**” means the date when the Executive ceases to actively provide services to the Company, or the date when the Company instructs their to stop reporting to work;
- (f) “**Employment Agreement**” means the employment agreement between the Company and the Executive dated July, 2024;
- (g) “**Good Reason**” means either:
  - (i) Good Reason as defined in the Employment Agreement; or
  - (ii) the failure of the Company to obtain from a successor to all or substantially all of the business or assets of the Parent Company, the successor’s agreement to continue to employ the Executive on substantially similar terms and conditions as contained in the Employment Agreement;
- (h) “**Cause**” has the meaning defined in the Employment Agreement.

- (i) “**Parent Company**” means RB Global, Inc.
- (j) “**Person**” includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative and any national, provincial, state or municipal government; and
- (k) “**Voting Shares**” means any securities of the Parent Company ordinarily carrying the right to vote at elections for directors of the Board, provided that if any such security at any time carries the right to cast more than one vote for the election of directors, such security will, when and so long as it carries such right, be considered for the purposes of this Agreement to constitute and be such number of securities of the Parent Company as is equal to the number of votes for the election of directors that may be cast by its holder.

## **2. Scope of Agreement**

- (a) The parties intend that this Agreement set out certain of their respective rights and obligations in certain circumstances upon or after Change of Control as set out in this Agreement.
- (b) This Agreement does not purport to provide for any other terms of the Executive’s employment with the Company or to contain the parties’ respective rights and obligations on the termination of the Executive’s employment with the Company in circumstances other than those upon or after Change of Control as set out in this Agreement.
- (c) Where there is any conflict between this Agreement and (i) the Employment Agreement, or (ii) a Company plan or policy relating to compensation or executive programs, the terms of this Agreement will prevail.

## **3. Compensation Upon or After Change of Control**

- (a) If the Executive’s employment with the Company is terminated (i) by the Company without Cause upon a Change of Control or within two years following a Change of Control; or (ii) by the Executive for Good Reason upon a Change of Control or within one (1) year following a Change of Control:
  - (i) the Company will pay to the Executive a lump sum cash amount equal to the aggregate of:
    - A. one and one-half (1.5) times Base Salary;
    - B. one and one-half (1.5) times at-target STI Bonus;
    - C. one and one-half (1.5) times the annual premium cost that would be incurred by the Company to continue to provide to the Executive all health, dental and life insurance benefits provided to the Executive immediately before the Date of Termination;
    - D. the earned and unpaid Base Salary and vacation pay to the Date of Termination; and
    - E. an amount calculated by dividing by 365 the Executive’s target bonus under the STI Bonus for the fiscal year in which the Date of Termination

occurs, and multiplying that number by the number of days completed in the fiscal year as of the Date of Termination.

- (ii) the Executive will continue to have all rights held by the Executive pursuant to the Ritchie Bros. Auctioneers Incorporated 2023 Share Incentive Plan (as amended from time to time, the “**Plan**”), and under any and all grant agreements representing awards granted under the Plan, respectively, granted on or before the Change of Control.
- (b) All amounts payable pursuant to this section 3 are subject to required statutory deductions and withholdings.
- (c) No such payment pursuant to this Section 3 shall be made unless the Executive signs within sixty (60) days of the Termination Date and does not revoke a full and general release (the “**Release**”) of any and all claims that the Executive has against the Company or its affiliates and such entities’ past and then current officers, directors, owners, managers, members, agents and employees relating to all matters, in form and substance satisfactory to the Company, provided, however, that the payment shall not occur prior to the effective date of the Release, provided further that if the maximum period during which Executive can consider and revoke the release begins in one calendar year and ends in another calendar year, then such payment shall not be made until the first payroll date occurring after the later of (A) the last day of the calendar year in which such period begins, and (B) the date on which the Release becomes effective.

#### **4. Binding on Successors**

- (a) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company, by agreement in favour of the Executive and in form and substance satisfactory to the Executive, to expressly assume and agree to perform all the obligations of the Company under this Agreement that would be required to be observed or performed by the Company pursuant to section 3. As used in this Agreement, “**Company**” means the Company and any successor to its business or assets as aforesaid which executes and delivers the agreement provided for in this section or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.
- (b) This Agreement will enure to the benefit of and be enforceable by the Executive’s successors and legal representatives but otherwise it is not assignable by the Executive.

#### **5. No Obligation to Mitigate; No Other Agreement**

- (a) The Executive is not required to mitigate the amount of any payment or benefit provided for in this Agreement, or any damages resulting from a failure of the Company to make any such payment or to provide any such benefit, by seeking other employment, taking early retirement, or otherwise, nor, except as expressly provided in this Agreement, will the amount of any payment provided for in this Agreement be reduced by any compensation earned by the Executive as a result of taking early retirement, employment by another employer after termination or otherwise.

- (b) The Executive represents and warrants to the Company that the Executive has no agreement or understanding with the Company in respect of the subject matters of this Agreement, except as set out in this Agreement.

**6. Exhaustive Compensation**

The Executive agrees with and acknowledges to the Company that the compensation provided for under section 3 of this Agreement is all the compensation payable by the Company to the Executive in relation to a Change of Control, or their termination from employment upon or subsequent to a Change of Control, under the circumstances provided for in this Agreement. The Executive further agrees and acknowledges that in the event of payment under section 3 of this Agreement, he will not be entitled to any termination payment under the Employment Agreement.

**7. Amendment and Waiver**

No amendment or waiver of this Agreement will be binding unless executed in writing by the parties to be bound by this Agreement.

**8. Choice of Law**

This Agreement will be governed and interpreted in accordance with the laws of the Province of British Columbia, which will be the proper law hereof.

**9. Severability**

If any section, subsection or other part of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such invalid or unenforceable section, subsection or part will be severable and severed from this Agreement, and the remainder of this Agreement will not be affected thereby but remain in full force and effect.

**10. Notices**

Any notice or other communication required or permitted to be given hereunder must be in writing and given by facsimile or other means of electronic communication, or by hand-delivery, as hereinafter provided. Any such notice or other communication, if sent by facsimile or other means of electronic communication or by hand delivery, will be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual designated below or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee. Notice of change of address will also be governed by this section. Notices and other communications will be addressed as follows:

(a) if to the Executive:

Michael Lewis

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) if to the Company:

9500 Glenlyon Parkway  
Burnaby, British Columbia V5J 0C6  
Attention: Chief Legal Officer  
Facsimile: (778) 331-5501

## 11. Copy of Agreement

The Executive hereby acknowledges receipt of a copy of this Agreement executed by the Company.

## 12. Effect of Section 409A

Payments and benefits provided under or referenced in this Agreement are intended to be designed in such a manner that they are either exempt from the application of, or comply with, the requirements of, Section 409A of the U.S. Internal Revenue Code and the regulations issued thereunder (collectively, as in effect from time to time, “**Section 409A**”) and shall be construed, administered and interpreted in accordance with such intention. If, as of the date of the Executive’s termination, the Executive is a “**specified employee**” within the meaning of Section 409A, then to the extent necessary to comply with Section 409A and to avoid the imposition of taxes and/or penalties under Section 409A, payment to the Executive of any amount or benefit under this Agreement or any other Employer plan, program or agreement that constitutes “**nonqualified deferred compensation**” under Section 409A and which under the terms of this Agreement or any other Employer plan, program or arrangement would otherwise be payable as a result of and within six (6) months following such termination shall be delayed, as provided under current regulatory requirements under Section 409A, until the earlier of (i) five (5) days after the Employer receives notification of the Executive’s death or (ii) the first business day of the seventh month following the date of the Executive’s termination.

Any payment or benefit under this Agreement that is payable upon a termination of the Executive’s employment shall only be paid or provided to the Executive upon a “**separation from service**” within the meaning of Section 409A. If the Executive or the Company determine that any payment, benefit, distribution, deferral election, or any other action or arrangement contemplated by the provisions of this Agreement would, if undertaken or implemented, cause the Executive to become subject to taxes and/or penalties under Section 409A, then such payment, benefit, distribution, deferral election or other action or arrangement shall not be given effect to the extent it causes such result and the related provisions of this Agreement will be deemed modified in order to provide the Executive with the intended economic benefit and comply with the requirements of Section 409A.

To the extent necessary to cause payments under this Agreement to be exempt from, or comply with, Section 409A, the term Change of Control shall mean a “**change in control event**” within the meaning of Section 409A

**RITCHIE BROS. AUCTIONEERS (CANADA) LTD.**

By: /s/ Drew Fesler\_\_\_\_\_

Name: Drew Fesler\_\_\_\_\_

SIGNED, SEALED AND DELIVERED by )  
**MICHAEL LEWIS** in the presence of: )

/s/ Victoria Cameron-Lewis )  
Signature )

Victoria Cameron-Lewis )  
Print Name )

\_\_\_\_\_)  
Address )

\_\_\_\_\_)  
Occupation )

/s/ Michael Lewis  
**MICHAEL LEWIS**

**EMPLOYMENT AGREEMENT**

Between:

**NANCY KING**

(the “**Executive**”)

And:

**RITCHIE BROS. AUCTIONEERS (CANADA) LTD.,**  
a corporation incorporated under the laws of Canada

(the “**Employer**”)

**WHEREAS:**

- A. The Employer and its affiliates are in the business of providing asset management and transaction solutions for commercial assets and vehicles; and
- B. The Employer and the Executive wish to enter into an employment relationship on the terms and conditions as described in this Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by both parties, the Employer and the Executive agree as follows:

**1. EMPLOYMENT**

- a. The Employer agrees to employ the Executive pursuant to the terms and conditions described in this Agreement, including the appendices to this Agreement, and the Executive hereby accepts and agrees to such employment. Unless otherwise defined, the defined terms in this Agreement will have the same meaning in the appendices hereto.
- b. The Executive will be employed in the position of **Chief Technology Officer** and such other duties and responsibilities consistent with her position as may be assigned by the Employer from time to time. The Executive shall be principally based at her home office in the **State of Minnesota (“Place of Employment”)** and shall report directly to the Chief Executive Officer.
- c. The Executive’s employment with the Employer will commence on June 3, 2024 (the “**Commencement Date**”), and the Executive’s employment hereunder will continue for an indefinite period of time until terminated in accordance with the terms of this Agreement or applicable law (the “**Term**”).

- d. During the Term, the Executive will at all times:
  - i. well and faithfully serve the Employer, and act honestly and in good faith in the best interests of the Employer;
  - ii. devote all of the Executive's business time, attention, and abilities, and provide her best efforts, expertise, skills, and talents, to the business of the Employer, except as provided in Section 2(b);
  - iii. adhere to all generally applicable written policies of the Employer, and obey and observe to the best of the Executive's abilities all lawful orders and directives, whether verbal or written, of the Board;
  - iv. act lawfully and professionally, and exercise the degree of care, diligence, and skill that an executive employee would exercise in comparable circumstances; and
  - v. to the best of the Executive's abilities perform the duties and exercise the responsibilities required of the Executive under this Agreement.

## **2. PRIOR COMMITMENTS AND OUTSIDE ACTIVITIES**

- a. The Executive represents and warrants to the Employer that the Executive has no existing common law, contractual, or statutory obligations to her former employer or to any other person that will conflict with the Executive's duties and responsibilities under this Agreement.
- b. During the term of this Agreement, the Executive will not be engaged directly or indirectly in any outside business activities, whether for profit or not-for-profit, as principal, partner, director, officer, active shareholder, advisor, employee or otherwise, without first having obtained the written permission of the Employer.

## **3. POLICIES**

- a. The Executive agrees to comply with all generally applicable written policies applying to the Employer's staff that may reasonably be issued by the Employer from time to time. The Executive agrees that the introduction, amendment, and administration of such generally applicable written policies are within the sole discretion of the Employer. If the Employer introduces, amends, or deletes such generally applicable written policies, such introduction, deletion or amendment will not constitute a constructive dismissal or breach of this Agreement. If there is a direct conflict between this Agreement and any such policy, this Agreement will prevail to the extent of the inconsistency.

## **4. COMPENSATION**

- a. Upon the Commencement Date, and continuing during the Term, the Executive will earn the following annual compensation, less applicable statutory and regular payroll deductions and withholdings:

Compensation Element	\$USD
Annual Base Salary	<b>USD \$600,000</b> (the “ <b>Base Salary</b> ”)
Annual Short-Term Incentive	<b>80% of Base Salary at Target</b> (the “ <b>STI Bonus</b> ”) (0% - 200% of STI bonus target based on actual performance)
Annual Long-Term Incentive Grant	<b>Targeted at 250% of Base Salary</b> (the “ <b>LTI Grant</b> ”)  Those eligible to participate in the long-term incentive plan (LTI Plan) maintained by the Employer’s parent company, RB Global, Inc. (“ <b>RB Global</b> ”) may be entitled to receive an equity award subject to the terms set forth in the relevant shareholder-approved equity plan. Grants under the LTI Plan are made at the complete discretion and subject to the approval of the Compensation Committee and are based on the recommendation of the senior management or the CEO.

- 
- b. The structure of the STI Bonus and LTI Grant will be consistent with those granted to the Employer’s other executives and is subject to amendment from time to time by the Employer. Currently, LTI grants for executives are provided as follows:
- i. A mix of equity which may include restricted share units, performance share units, or stock options issued under RB Global’s 2023 Share Incentive Plan (as amended from time to time, the “**Plan**”), at varying percentages as set forth by and subject to the approval of the Compensation Committee;
  - ii. For illustrative purposes only, past LTI grants to executives have been comprised of a mixture of: (a) stock options having a ten-year term, vesting in equal one-third parts after the first, second, and third anniversaries of the grant date, (b) restricted share units (RSUs) vesting in equal one-third parts after the first, second and third anniversaries of the grant date, and (c) performance share units (PSUs) vesting on the third anniversary of the grant date based on actual performance against pre-established criteria, with the number of share units that vest ranging from 0% to 200% of target based on actual performance.
- c. The specific terms and conditions for the LTI Grant, including but not limited to the provisions upon termination of employment will be based on the relevant plan and award documents.
- d. The Executive’s STI Bonus for 2024 will be prorated based upon the Executive’s Commencement Date, under RB Global’s STI plan for the 2024 performance year ending December 31, 2024. Such bonus shall be paid in accordance with the terms of RB Global’s

STI plan. The Executive must be employed by the Employer at the time payment of such bonus would be made to be eligible for this bonus payment.

- e. The Executive will be eligible for a full-year LTI grant, without proration, in respect of 2024; the equity grant is contingent on Compensation Committee approval. The specific terms and conditions for LTI Grants (including but not limited to the provisions upon termination of employment) will be based on the relevant plan and award documents of RB Global and may be subject to amendments from time to time. Such 2024 LTI grant shall have an economic value of USD \$1,500,000, with the actual number of units being determined at the grant date. The 2024 LTI grant is subject to approval by the Compensation Committee.
- f. The Executive will be eligible for a sign-on grant (“**SOG**”) having an economic value of USD \$1,000,000, comprised of (i) RSUs with an economic value of USD \$500,000 vesting in equal one-third parts after the first, second, and third anniversaries of the 2024 LTI grant date (about March 15, 2024), and (ii) PSUs with an economic value of \$500,000 vesting on the third anniversary of the 2024 LTI grant date (about March 15, 2024) based on the same pre-established performance criteria as the annual 2024 LTI grant, with the number of share units that ultimately vest ranging from 0% to 200% of target based on actual performance. The SOG will be awarded on or about June 17, 2024, and is subject to approval by the Compensation Committee.
- g. Notwithstanding any other provisions in this Agreement to the contrary, the Executive will be subject to any written clawback/recoupment policy of the Employer in effect from time to time, allowing the recovery of incentive compensation previously paid or payable to the Executive in cases of proven misconduct or material financial restatement, whether pursuant to the requirements of Dodd-Frank Wall Street Reform and the Consumer Protection Act, the listing requirements of any national securities exchange on which common stock of the Employer is listed, or otherwise.

## **5. BENEFITS**

- a. The Executive will be eligible to participate in the Employer’s US group benefit plans, subject to the terms and conditions of said plans and the applicable policies of the Employer and applicable benefits providers. Subject to the Executive’s eligibility, such benefits will include, without limitation, United States medical coverage satisfying the minimum essential coverage requirements under the United States Patient Protection and Affordable Care Act, short-term and long-term disability coverage, and term life insurance.
- b. The liability of the Employer with respect to the Executive’s employment benefits is limited to the premiums or portions of the premiums the Employer regularly pays on behalf of the Executive in connection with said employee benefits. The Executive agrees that the Employer is not, and will not be deemed to be, the insurer and, for greater certainty, the Employer will not be liable for any decision of a third-party benefits provider or insurer, including any decision to deny coverage or any other decision that affects the Executive’s benefits or insurance.
- c. The Executive will be eligible to contribute to the Employer’s US-based 401(k) savings plan pursuant to the terms of that plan. The Executive will be eligible to participate in the Employer’s Employee Share Purchase Plan, in accordance with the terms of that plan.

## **6. EXPENSES**

- a. The Employer will reimburse the Executive, in accordance with the Employer's policies, for all authorized travel and other out-of-pocket expenses actually and properly incurred by the Executive in the course of carrying out the Executive's duties and responsibilities under this Agreement.

## 7. HOURS OF WORK AND OVERTIME

- a. Given the management nature of the Executive's position, the Executive is required to work additional hours from time to time and is not eligible for overtime pay. The Executive acknowledges and agrees that the compensation provided under this Agreement represents full compensation for all of the Executive's working hours and services, including overtime.

## 8. PAID TIME OFF (PTO)

- a. The Executive will earn up to five (5) weeks (or twenty-five (25) business days) of paid time off (PTO) per annum.
- b. The Executive will take her PTO subject to business needs, and in accordance with the Employer's PTO policy in effect from time to time.
- c. Annual PTO must be taken and may not be accrued, deferred, or banked without the Employer's written approval.

## 9. TERMINATION OF EMPLOYMENT

- a. Termination for cause: The Employer may terminate the Executive's employment at any time for Cause, after providing the Executive with at least 30 days' notice of such proposed termination and 15 days to remedy the alleged defect. In this Agreement, "**Cause**" means the willful and continued failure by the Executive to substantially perform, or otherwise properly carry out, the Executive's duties on behalf of RB Global or its operating affiliates, or to follow, in any material respect, the lawful policies, procedures, instructions or directions of the Employer or any applicable affiliate (other than any such failure resulting from the Executive's disability or incapacity due to physical or mental illness), or the Executive willfully or intentionally engaging in illegal or fraudulent conduct, financial impropriety, intentional dishonesty, breach of duty of loyalty or any similar intentional act which is materially injurious to RB Global or an affiliate, or which may have the effect of materially injuring the reputation, business or business relationships of the Employer or an affiliate, or any other act or omission constituting cause for termination of employment without notice or pay in lieu of notice at common law. For the purposes of this definition, no act, or failure to act, on the part of an Executive shall be considered "**willful**" unless done or omitted to be done, by the Executive in bad faith and without reasonable belief that the Executive's action or omissions were in, or not opposed to, the best interests of the Employer and its affiliates.

In the event of termination for Cause, the rights of the Executive with respect to any PSUs, RSUs (including those issued as part of the SOG), or stock options granted pursuant to the Plan or any successor plan providing for grants of PSUs, RSUs, or stock options, and pursuant to any and all PSU, RSU and stock option grant agreements, will be governed pursuant to the terms of the Plan, or any successor plan thereto, and respective grant agreements for such PSUs, RSUs and stock options.

- b. Termination for Good Reason: The Executive may terminate her employment with the Employer for Good Reason by delivery of written notice to the Employer within the sixty (60)

day period commencing upon the occurrence of Good Reason including the basis for such Good Reason (with such termination effective thirty (30) days after such written notice is delivered to the Employer and only in the event that the Employer fails or is unable to cure such Good Reason within such thirty (30) day period). In the event of a termination of the Executive's employment for Good Reason, the Executive will receive pay and benefits as if terminated by the Employer without Cause under Section 9 c. below, and the termination shall be regarded as a termination without Cause for purposes of the Plan. In this Agreement, "**Good Reason**" means (1) a material adverse change by RB Global or an affiliate, without the Executive's consent, to the Executive's position, authority, duties, responsibilities, Executive's place of residence, Base Salary or the potential short-term or long-term incentive bonus the Executive is eligible to earn, (2) a change in the Executive's reporting such that the Executive no longer reports directly to the CEO or (3) a requirement by the Employer that the Executive's regular Place of Employment be changed, but does not include a change in the Executive's duties and/or responsibilities arising from a change in the scope or nature of RB Global's business operations, provided such change does not adversely affect the Executive's position or authority or is a change across the board affecting similar executives in a similar fashion.

- c. Termination without Cause: The Employer may terminate the Executive's employment at any time, without Cause by providing the Executive with the following:
- i. Eighteen (18) months' Base Salary and STI Bonus at Target;
  - ii. all equity awards will be governed by the terms of the relevant plan;
  - iii. an STI Bonus (at target) for the year of termination of employment, pro-rated based on the number of days of employment in the year up to the Termination Date;
  - iv. continued extended health and dental benefits coverage at active employee rates until the earlier of the first anniversary of the termination of the Executive's employment or the date on which the Executive begins new full-time employment.
- d. Resignation: The Executive may terminate her employment with the Employer at any time by providing the Employer with three (3) months' notice in writing to that effect. If the Executive provides the Employer with written notice under this Section, the Employer may waive such notice, in whole or in part, in which case the Employer will pay the Executive the Base Salary only for the amount of time remaining in that notice period and the Executive's employment will terminate on the earlier date specified by the Employer without any further compensation.

In the event of resignation, the rights of the Executive with respect to any PSUs, RSUs (including those issued as part of the SOG), or stock options granted pursuant to the Plan, or any successor plans thereto, and pursuant to any and all PSU, RSU and stock option grant agreements, will be governed pursuant to the terms of the Plan (or their successor plans, as applicable) and respective grant agreements for such PSUs, RSUs and stock options.

- e. Retirement: In the event of the Executive's retirement, as defined by the Employer's policies, the rights of the Executive with respect to any PSUs, RSUs (including those issued as part of the SOG) or stock options granted pursuant to the Plan, or any successor plans, as applicable, and pursuant to any and all PSU, RSU and stock option grant agreements, will be governed pursuant to the terms of the Plan (or any successor plans, as applicable) and will be based on

the relevant plan and award documents of RB Global and may be subject to amendments from time to time.

- f. Termination Without Cause or For Good Reason Following Change of Control: In the event of Termination without Cause or for Good Reason within one (1) year of a change of control of the Employer, the Executive will have the rights set forth in the Change of Control Agreement attached as Exhibit “A” hereto.
- g. Deductions and withholdings: All payments under this Section are subject to applicable statutory and regular payroll deductions and withholdings in the US as applicable.
- h. Terms of Payment upon Termination: Upon termination of the Executive’s employment, for any reason:
  - i. Subject to Section 9 b. and except as limited by Section 9 h. (ii), the Employer will pay the Executive all earned and unpaid Base Salary, earned and unpaid vacation pay, and the prorated STI Bonus for the year of termination, up to and including the Executive’s last day of active employment with the Employer (the “**Termination Date**”), with such payment to be made within five (5) business days of the Termination Date.
  - ii. In the event of resignation by the Executive or termination of the Executive’s employment for Cause, no STI Bonus will be payable to the Executive; and
  - iii. On the Termination Date, the Executive will immediately deliver to the Employer all files, computer disks, Confidential Information, information and documents pertaining to the Employer’s Business, and all other property of the Employer that is in the Executive’s possession or control, without making or retaining any copy, duplication or reproduction of such files, computer disks, Confidential Information, information or documents without the Employer’s express written consent.
- i. Other than as expressly provided herein, the Executive will not be entitled to receive any further pay or compensation, severance pay, notice, payment in lieu of notice, incentives, bonuses, benefits, rights, and damages of any kind. The Executive acknowledges and agrees that, in the event of a payment under Section 9 b. or Section 9 c. of this Agreement, the Executive will not be entitled to any other payment in connection with the termination of the Executive’s employment.

Notwithstanding the foregoing, in the event of a termination without Cause, the Employer will not be required to pay any Base Salary or STI Bonus to the Executive beyond that earned by the Executive up to and including the Termination Date, unless the Executive signs within forty (40) days of the Termination Date and does not revoke a full and general release (the “**Release**”) of any and all claims that the Executive has against the Employer or its affiliates and such entities’ past and then current officers, directors, owners, managers, members, agents and employees relating to all matters, in form and substance satisfactory to the Employer, provided, however, that the payment shall not occur prior to the effective date of the Release, provided further that if the maximum period during which Executive can consider and revoke the release begins in one calendar year and ends in another calendar year, then such payment shall not be made until the first payroll date occurring after the later of (A) the last day of the calendar year in which such period begins, and (B) the date on which the Release becomes effective.

- j. Notwithstanding any changes in the terms and conditions of the Executive's employment that may occur in the future, including any changes in position, duties, or compensation, the termination provisions in this Agreement will continue to be in effect for the duration of the Executive employment with the Employer unless otherwise amended in writing and signed by the Employer.
- k. Agreement authorizing payroll deductions: If on the date, the employment relationship ends, regardless of the reason, the Executive owes the Employer any money (whether pursuant to an advance, overpayment, debt, error in payment, or any other reason), the Executive hereby authorizes the Employer to deduct any such debt amount from the Executive's salary, severance or any other payment due to the Executive. Any remaining debt will be immediately payable to the Employer and the Executive agrees to satisfy such debt within 14 days of the Termination Date or any demand for repayment.

## 10. SHARE OWNERSHIP REQUIREMENTS

- a. The Executive will be subject to RB Global's share ownership guideline policy, as amended from time to time. The current share ownership requirement for this position is three times the base salary.

## 11. CONFIDENTIAL INFORMATION

- a. In this Agreement "**Confidential Information**" means information proprietary to the Employer or RB Global that is not publicly known or available, including but not limited to personnel information, customer information, supplier information, contractor information, pricing information, financial information, marketing information, business opportunities, technology, research and development, manufacturing and information relating to intellectual property, owned, licensed, or used by the Employer or its affiliates or in which the Employer or its affiliates otherwise have an interest, and includes Confidential Information created by the Executive in the course of her employment, jointly or alone. The Executive acknowledges that the Confidential Information is the exclusive property of the Employer.
- b. The Executive agrees at all times during the Term and after the Term, to hold the Confidential Information in strictest confidence and not to disclose it to any person or entity without written authorization from the Employer and the Executive agrees not to copy or remove it from the Employer's premises except in pursuit of the Employer's business, or to use or attempt to use it for any purpose other than the performance of the Executive's duties on behalf of the Employer.
- c. The Executive agrees, at all times during and after the Term, not to use or take advantage of the Confidential Information for creating, maintaining, or marketing, or aiding in the creation, maintenance, marketing, or selling, of any products and/or services which are competitive with the products and services of the Employer or RB Global.
- d. Upon the request of the Employer, and in any event upon the termination of the Executive's employment with the Employer, the Executive will immediately return to the Employer all materials, including all copies in whatever form containing the Confidential Information which are within the Executive's possession or control.

## 12. INVENTIONS

- a. In this Agreement, “**Invention**” means any invention, improvement, method, process, advertisement, concept, system, apparatus, design, or computer program or software, system, or database.
- b. The Executive acknowledges and agrees that every Invention which the Executive may, at any time during the terms of her employment with the Employer or its affiliates, make, devise, or conceive, individually or jointly with others, whether during the Employer’s business hours or otherwise, and which relates in any manner to the Employer’s business will belong to, and be the exclusive property of the Employer, and the Executive will make full and prompt disclosure to the Employer of every such Invention. The Executive hereby irrevocably waives all moral rights that the Executive may have in every such Invention.
- c. The Executive undertakes to, and hereby does, assign to the Employer, or its nominee, every such Invention and to execute all assignments or other instruments and to do any other things necessary and proper to confirm the Employer’s right and title in and to every such Invention. The Executive further undertakes to perform all proper acts within her power necessary or desired by the Employer to obtain letters patent in the name of the Employer and at the Employer’s expense for every such Invention in whatever countries the Employer may desire, without payment by the Employer to the Executive of any royalty, license fee, price or additional compensation.
- d. The Executive acknowledges that all original works of authorship which are made by the Executive (solely or jointly with others) within the scope of the Executive’s employment and which are protectable by copyright are “**works made for hire,**” pursuant to United States Copyright Act (17 U.S.C., Section 101).

### 13. NON-SOLICITATION

- a. The Executive acknowledges that in the course of the Executive’s employment with the Employer the Executive will develop close relationships with RB Global’s clients, customers, and employees and that the Employer’s goodwill depends on the development and maintenance of such relationships. The Executive acknowledges that the preservation of the Employer’s goodwill and the protection of its relationships with its customers and employees are proprietary rights that the Employer is entitled to protect.
- b. The Executive will not during the Applicable Period, whether individually or in partnership or jointly or in conjunction with any person or persons, as principal, agent, shareholder, director, officer, employee, or in any other manner whatsoever:
  - i. solicit any client or customer of RB Global with whom the Executive dealt during the twelve (12) months immediately prior to the termination of the Executive’s employment with the Employer (however caused) for the purposes of (a) causing or trying to cause such client or customer to cease doing business with RB Global or to reduce such business with RB Global by diverting it elsewhere or (b) providing products or services that are the same as or competitive with the business of RB Global in the area of facilitating the exchange of industrial equipment and vehicles, provided, for greater clarity, that such limitation shall not restrict the Executive from the general exchange of industrial equipment or vehicles as part of the normal business operations of a future employer where such employer is not engaged in the exchange of industrial equipment or vehicles by way of auctions or online exchange platforms similar to those operated by RB Global; or

- ii. seek in any way to solicit, engage, persuade or entice, or attempt to solicit, engage, persuade or entice any employee of the Employer, to leave his or her employment with the Employer,

The “**Applicable Period**” means a period of twelve (12) months following termination, regardless of the reason for such termination or the party effecting it.

#### **14. NON-COMPETITION**

- a. The Executive agrees that, without the prior written consent of the Employer, the Executive will not, directly or indirectly, in a capacity similar to that of the Executive with the Employer, carry on, be engaged in, be concerned with or interested in, perform services for, or be employed in a business which is the same as or competitive with the business of RB Global in the area of asset management or facilitating the exchange of industrial equipment or vehicle assets, or in the area of the buying, selling or auctioning of industrial equipment or vehicle assets, either individually or in partnership or jointly or in conjunction with any person as principal, agent, employee, officer or shareholder. The foregoing restriction will be in effect for a period of twelve (12) months following the termination of the Executive’s employment, regardless of the reason for such termination or the party effecting it, within the geographical area of Canada and the United States.

#### **15. REMEDIES FOR BREACH OF RESTRICTIVE COVENANTS**

- a. The Executive acknowledges that the restrictions contained in Sections 9 h. iii., 11, 12, 13, and 14 of this Agreement are, in view of the nature of the Employer’s business, reasonable and necessary in order to protect the legitimate interests of the Employer and that any violation of those Sections would result in irreparable injuries and harm to the Employer, and that damages alone would be an inadequate remedy.
- b. The Executive hereby agrees that the Employer will be entitled to the remedies of injunction, specific performance, and other equitable relief to prevent a breach or recurrence of a breach of this Agreement and that the Employer will be entitled to its reasonable legal costs and expenses, including but not limited to its attorneys’ fees, incurred in properly enforcing a provision of this Agreement.
- c. Nothing contained herein will be construed as a waiver of any of the rights that the Employer may have for damages or otherwise.
- d. The Executive and the Employer expressly agree that the provisions of Sections 9 h. iii., 11, 12, 13, 14, and 21 of this Agreement will survive the termination of the Executive’s employment for any reason.

#### **16. GOVERNING LAW**

- a. This Agreement will be governed by the laws of the Province of British Columbia.

#### **17. SEVERABILITY**

- a. All sections, paragraphs, and covenants contained in this Agreement are severable, and in the event that any of them will be held to be invalid, unenforceable, or void by a court of a competent jurisdiction, such sections, paragraphs, or covenants will be severed and the remainder of this Agreement will remain in full force and effect.

## **18. ENTIRE AGREEMENT**

- a. This Agreement, including the Appendices, and any other documents referenced herein, contains the complete agreement concerning the Executive's employment by the Employer and will, as of the date it is executed, supersede any and all other employment agreements between the parties.
- b. The parties agree that there are no other contracts or agreements between them and that neither of them has made any representations, including but not limited to negligent misrepresentations, to the other except such representations as are specifically set forth in this Agreement, and that any statements or representations that may previously have been made by either of them to the other have not been relied on in connection with the execution of this Agreement and are of no effect.
- c. No waiver, amendment, or modification of this Agreement or any covenant, condition, or restriction herein contained will be valid unless executed in writing by the party to be charged therewith, with the exception of those modifications expressly permitted within this Agreement. Should the parties agree to waive, amend, or modify any provision of this Agreement, such waiver, amendment or modification will not affect the enforceability of any other provision of this Agreement. Notwithstanding the foregoing, the Employer may unilaterally amend the provisions of Section 10 c. relating to the provision of certain health benefits following termination of employment to the extent the Employer deems necessary to avoid the imposition of excise taxes, penalties, or similar charges on the Employer or any of its Affiliates, including, without limitation, under Section 4980D of the U.S. Internal Revenue Code.

## **19. CONSIDERATION**

- a. The parties acknowledge and agree that this Agreement has been executed by each of them in consideration of the mutual premises and covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged. The parties hereby waive any and all defenses relating to an alleged failure or lack of consideration in connection with this Agreement.

## **20. INTERPRETATION**

- a. Headings are included in this Agreement for convenience of reference only and do not form part of this Agreement.

## **21. DISPUTE RESOLUTION**

In the event of a dispute arising out of or in connection with this Agreement, or in respect of any legal relationship associated with it or from it, which does not involve the Employer seeking a court injunction or other injunctive or equitable relief to protect its business, confidential information or intellectual property, that dispute will be resolved in strict confidence as follows:

- a. Amicable Negotiation – The parties agree that, both during and after the performance of their responsibilities under this Agreement, each of them will make bona fide efforts to resolve any disputes arising between them via amicable negotiations;
- b. Arbitration – If the parties have been unable to resolve a dispute for more than 90 days, or such other period agreed to in writing by the parties, either party may refer the dispute for



**EXHIBIT A**

**CHANGE OF CONTROL AGREEMENT**

THIS AGREEMENT executed on the 6<sup>th</sup> day of March, 2024.

BETWEEN:

**RITCHIE BROS. AUCTIONEERS (CANADA) LTD.,**  
a corporation incorporated under the laws of Canada, and having an office at 9500  
Glenlyon Parkway, Burnaby, British Columbia, V5J 0C6

(the “**Company**”)

AND:

**NANCY KING**

(the “**Executive**”)

WITNESSES THAT WHEREAS:

- A. The Executive is an executive of the Company and the Parent Company (as defined below) and is considered by the Board of Directors of the Parent Company (the “**Board**”) to be a vital employee with special skills and abilities, and will be well-versed in knowledge of the Company’s business and the industry in which it is engaged;
- B. The Board recognizes that it is essential and in the best interests of the Company and its shareholders that the Company retain and encourage the Executive’s continuing service and dedication to her office and employment without distraction caused by the uncertainties, risks and potentially disturbing circumstances that could arise from a possible change in control of the Parent Company;
- C. The Board further believes that it is in the best interests of the Company and its shareholders, in the event of a change of control of the Parent Company, to maintain the cohesiveness of the Company’s senior management team so as to ensure a successful transition, maximize shareholder value and maintain the performance of the Company;
- D. The Board further believes that the service of the Executive to the Company requires that the Executive receive fair treatment in the event of a change in control of the Parent Company; and
- E. In order to induce the Executive to remain in the employ of the Company notwithstanding a possible change of control, the Company has agreed to provide to the Executive certain benefits in the event of a change of control.

NOW THEREFORE in consideration of the premises and the covenants herein contained on the part of the parties hereto and in consideration of the Executive continuing in office and in the employment of the Company, the Company and the Executive hereby covenant and agree as follows:

**1. Definitions**

In this Agreement,

- (a) “**Agreement**” means this agreement as amended or supplemented in writing from time to time;
- (b) “**Annual Base Salary**” means the annual salary payable to the Executive by the Company from time to time, but excludes any bonuses and any director’s fees paid to the Executive by the Company;
- (c) “**STI Bonus**” means the annual at target short-term incentive bonus the Executive is eligible to earn under the Employment Agreement, in accordance with the short-term incentive bonus plan;
- (d) “**Change of Control**” means:
  - (i) a Person, or group of Persons acting jointly or in concert, acquiring or accumulating beneficial ownership of more than 50% of the Voting Shares of the Parent Company;
  - (ii) a Person, or Group of Persons acting jointly or in concert, holding at least 25% of the Voting Shares of the Parent Company and being able to change the composition of the Board of Directors by having the Person’s, or Group of Persons’, nominees elected as a majority of the Board of Directors of the Parent Company;
  - (iii) the arm’s length sale, transfer, liquidation or other disposition of all or substantially all of the assets of the Parent Company, over a period of one year or less, in any manner whatsoever and whether in one transaction or in a series of transactions or by plan of arrangement; or
  - (iv) a reorganization, merger or consolidation or sale or other disposition of substantially all the assets of the Company (a “**Business Combination**”), unless following such Business Combination the Parent Company beneficially owns all or substantially all of the Company’s assets either directly or through one or more subsidiaries.
- (e) “**Date of Termination**” means the date when the Executive ceases to actively provide services to the Company, or the date when the Company instructs her to stop reporting to work;
- (f) “**Employment Agreement**” means the employment agreement between the Company and the Executive dated March, 2024;
- (g) “**Good Reason**” means either:
  - (i) Good Reason as defined in the Employment Agreement; or
  - (ii) the failure of the Company to obtain from a successor to all or substantially all of the business or assets of the Parent Company, the successor’s agreement to continue to employ the Executive on substantially similar terms and conditions as contained in the Employment Agreement;
- (h) “**Cause**” has the meaning defined in the Employment Agreement.

- (i) “**Parent Company**” means RB Global, Inc.
- (j) “**Person**” includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative and any national, provincial, state or municipal government; and
- (k) “**Voting Shares**” means any securities of the Parent Company ordinarily carrying the right to vote at elections for directors of the Board, provided that if any such security at any time carries the right to cast more than one vote for the election of directors, such security will, when and so long as it carries such right, be considered for the purposes of this Agreement to constitute and be such number of securities of the Parent Company as is equal to the number of votes for the election of directors that may be cast by its holder.

## 2. **Scope of Agreement**

- (a) The parties intend that this Agreement set out certain of their respective rights and obligations in certain circumstances upon or after Change of Control as set out in this Agreement.
- (b) This Agreement does not purport to provide for any other terms of the Executive’s employment with the Company or to contain the parties’ respective rights and obligations on the termination of the Executive’s employment with the Company in circumstances other than those upon or after Change of Control as set out in this Agreement.
- (c) Where there is any conflict between this Agreement and (i) the Employment Agreement, or (ii) a Company plan or policy relating to compensation or executive programs, the terms of this Agreement will prevail.

## 3. **Compensation Upon or After Change of Control**

- (a) If the Executive’s employment with the Company is terminated (i) by the Company without Cause upon a Change of Control or within two years following a Change of Control; or (ii) by the Executive for Good Reason upon a Change of Control or within one (1) year following a Change of Control:
  - (i) the Company will pay to the Executive a lump sum cash amount equal to the aggregate of:
    - A. one and one-half (1.5) times Base Salary;
    - B. one and one-half (1.5) times at-target STI Bonus;
    - C. one and one-half (1.5) times the annual premium cost that would be incurred by the Company to continue to provide to the Executive all health, dental and life insurance benefits provided to the Executive immediately before the Date of Termination;
    - D. the earned and unpaid Base Salary and vacation pay to the Date of Termination; and
    - E. an amount calculated by dividing by 365 the Executive’s target bonus under the STI Bonus for the fiscal year in which the Date of Termination

occurs, and multiplying that number by the number of days completed in the fiscal year as of the Date of Termination.

- (ii) the Executive will continue to have all rights held by the Executive pursuant to the Ritchie Bros. Auctioneers Incorporated 2023 Share Incentive Plan (as amended from time to time, the “**Plan**”), and under any and all grant agreements representing awards granted under the Plan, respectively, granted on or before the Change of Control.
- (b) All amounts payable pursuant to this section 3 are subject to required statutory deductions and withholdings.
- (c) No such payment pursuant to this Section 3 shall be made unless the Executive signs within sixty (60) days of the Termination Date and does not revoke a full and general release (the “Release”) of any and all claims that the Executive has against the Company or its affiliates and such entities’ past and then current officers, directors, owners, managers, members, agents and employees relating to all matters, in form and substance satisfactory to the Company, provided, however, that the payment shall not occur prior to the effective date of the Release, provided further that if the maximum period during which Executive can consider and revoke the release begins in one calendar year and ends in another calendar year, then such payment shall not be made until the first payroll date occurring after the later of (A) the last day of the calendar year in which such period begins, and (B) the date on which the Release becomes effective.

#### **4. Binding on Successors**

- (a) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company, by agreement in favour of the Executive and in form and substance satisfactory to the Executive, to expressly assume and agree to perform all the obligations of the Company under this Agreement that would be required to be observed or performed by the Company pursuant to section 3. As used in this Agreement, “**Company**” means the Company and any successor to its business or assets as aforesaid which executes and delivers the agreement provided for in this section or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.
- (b) This Agreement will enure to the benefit of and be enforceable by the Executive’s successors and legal representatives but otherwise it is not assignable by the Executive.

#### **5. No Obligation to Mitigate; No Other Agreement**

- (a) The Executive is not required to mitigate the amount of any payment or benefit provided for in this Agreement, or any damages resulting from a failure of the Company to make any such payment or to provide any such benefit, by seeking other employment, taking early retirement, or otherwise, nor, except as expressly provided in this Agreement, will the amount of any payment provided for in this Agreement be reduced by any compensation earned by the Executive as a result of taking early retirement, employment by another employer after termination or otherwise.

- (b) The Executive represents and warrants to the Company that the Executive has no agreement or understanding with the Company in respect of the subject matters of this Agreement, except as set out in this Agreement.

**6. Exhaustive Compensation**

The Executive agrees with and acknowledges to the Company that the compensation provided for under section 3 of this Agreement is all the compensation payable by the Company to the Executive in relation to a Change of Control, or her termination from employment upon or subsequent to a Change of Control, under the circumstances provided for in this Agreement. The Executive further agrees and acknowledges that in the event of payment under section 3 of this Agreement, he will not be entitled to any termination payment under the Employment Agreement.

**7. Amendment and Waiver**

No amendment or waiver of this Agreement will be binding unless executed in writing by the parties to be bound by this Agreement.

**8. Choice of Law**

This Agreement will be governed and interpreted in accordance with the laws of the Province of British Columbia, which will be the proper law hereof.

**9. Severability**

If any section, subsection or other part of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such invalid or unenforceable section, subsection or part will be severable and severed from this Agreement, and the remainder of this Agreement will not be affected thereby but remain in full force and effect.

**10. Notices**

Any notice or other communication required or permitted to be given hereunder must be in writing and given by facsimile or other means of electronic communication, or by hand-delivery, as hereinafter provided. Any such notice or other communication, if sent by facsimile or other means of electronic communication or by hand delivery, will be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual designated below or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee. Notice of change of address will also be governed by this section. Notices and other communications will be addressed as follows:

(a) if to the Executive:

Nancy King

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) if to the Company:

9500 Glenlyon Parkway  
Burnaby, British Columbia V5J 0C6  
Attention: Chief Legal Officer  
Facsimile: (778) 331-5501

**11. Copy of Agreement**

The Executive hereby acknowledges receipt of a copy of this Agreement executed by the Company.

**12. Effect of Section 409A**

Payments and benefits provided under or referenced in this Agreement are intended to be designed in such a manner that they are either exempt from the application of, or comply with, the requirements of, Section 409A of the U.S. Internal Revenue Code and the regulations issued thereunder (collectively, as in effect from time to time, “**Section 409A**”) and shall be construed, administered and interpreted in accordance with such intention. If, as of the date of the Executive’s termination, the Executive is a “**specified employee**” within the meaning of Section 409A, then to the extent necessary to comply with Section 409A and to avoid the imposition of taxes and/or penalties under Section 409A, payment to the Executive of any amount or benefit under this Agreement or any other Employer plan, program or agreement that constitutes “**nonqualified deferred compensation**” under Section 409A and which under the terms of this Agreement or any other Employer plan, program or arrangement would otherwise be payable as a result of and within six (6) months following such termination shall be delayed, as provided under current regulatory requirements under Section 409A, until the earlier of (i) five (5) days after the Employer receives notification of the Executive’s death or (ii) the first business day of the seventh month following the date of the Executive’s termination.

Any payment or benefit under this Agreement that is payable upon a termination of the Executive’s employment shall only be paid or provided to the Executive upon a “**separation from service**” within the meaning of Section 409A. If the Executive or the Company determine that any payment, benefit, distribution, deferral election, or any other action or arrangement contemplated by the provisions of this Agreement would, if undertaken or implemented, cause the Executive to become subject to taxes and/or penalties under Section 409A, then such payment, benefit, distribution, deferral election or other action or arrangement shall not be given effect to the extent it causes such result and the related provisions of this Agreement will be deemed modified in order to provide the Executive with the intended economic benefit and comply with the requirements of Section 409A.

To the extent necessary to cause payments under this Agreement to be exempt from, or comply with, Section 409A, the term Change of Control shall mean a “**change in control event**” within the meaning of Section 409A

**RITCHIE BROS. AUCTIONEERS (CANADA) LTD.**

By: /s/ Drew Fesler\_\_\_\_\_

Name: Drew Fesler\_\_\_\_\_

SIGNED, SEALED AND DELIVERED by )  
NANCY KING in the presence of: )

/s/ Jason Lewandoski )  
Signature )

/s/ Nancy King  
**NANCY KING**

\_\_\_\_\_)  
Print Name )

\_\_\_\_\_)  
Address )

\_\_\_\_\_)  
Occupation )

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER  
PURSUANT TO RULE 13a-14(a) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

I, Jim Kessler, certify that:

1. I have reviewed this quarterly report on Form 10-Q of RB Global, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 8, 2024

/s/ Jim Kessler

Jim Kessler  
Chief Executive Officer

**CERTIFICATION OF CHIEF FINANCIAL OFFICER**  
**PURSUANT TO RULE 13a-14(a) OF THE**  
**SECURITIES EXCHANGE ACT OF 1934**

I, Eric J. Guerin, certify that:

1. I have reviewed this quarterly report on Form 10-Q of RB Global, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 8, 2024

*/s/ Eric J. Guerin*

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Eric J. Guerin  
*Chief Financial Officer*

**CERTIFICATION PURSUANT TO**

**18 U.S.C. §1350**

**AS ADOPTED PURSUANT TO**

**SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of RB Global, Inc. (the "Company") on Form 10-Q for the period ended September 30, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jim Kessler, Chief Executive Officer, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 8, 2024

*/s/ Jim Kessler*

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Jim Kessler  
*Chief Executive Officer*

**CERTIFICATION PURSUANT TO  
18 U.S.C. §1350  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of RB Global, Inc. (the "Company") on Form 10-Q for the period ended September 30, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Eric J. Guerin, Chief Financial Officer, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 8, 2024

*/s/ Eric J. Guerin*

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Eric J. Guerin  
*Chief Financial Officer*