

**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 June 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 001-03970



**ENVIRI CORPORATION**

(Exact name of registrant as specified in its charter)

Delaware **23-1483991**

(State or other jurisdiction of incorporation or organization) **(I.R.S. employer identification number)**

Two Logan Square  
100-120 North 18th Street, 17th  
Floor, **Philadelphia, Pennsylvania 19103**  
(Address of principal executive offices) **(Zip Code)**

Registrant's telephone number, including area code **267-857-8715**

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

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
Common stock, par value \$1.25 per share	NVRI	New York Stock Exchange

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a 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	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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 practicable date.

<b>Class</b>	<b>Outstanding at July 31, 2024</b>
Common stock, par value \$1.25 per share	80,111,701

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### Glossary of Defined Terms

Unless the context requires otherwise, "Enviri," the "Company," "we," "our," or "us" refers to Enviri Corporation on a consolidated basis. The Company also uses several other terms in this Quarterly Report on Form 10-Q, which are further defined below:

Term	Description
<b>AOCI</b>	Accumulated Other Comprehensive Income (Loss)
<b>AR Facility</b>	Revolving trade receivables securitization facility
<b>ASU</b>	Financial Accounting Standards Board Accounting Standards Update
<b>CE</b>	Clean Earth reportable business segment
<b>CERCLA</b>	Comprehensive Environmental Response, Compensation, and Liability Act of 1980
<b>Consolidated Adjusted EBITDA</b>	EBITDA as calculated in accordance with the Company's Credit Agreement.
<b>Credit Agreement</b>	Credit Agreement governing the Senior Secured Credit Facilities
<b>DEA</b>	United States Drug Enforcement Administration
<b>Deutsche Bahn</b>	National railway company in Germany
<b>DTSC</b>	California Department of Toxic Substances Control
<b>EBITDA</b>	Earnings before interest, tax, depreciation and amortization
<b>EPA</b>	U.S. Environmental Protection Agency
<b>ESOL</b>	Stericycle Environmental Solutions business
<b>FASB</b>	Financial Accounting Standards Board
<b>HE</b>	Harsco Environmental reportable business segment
<b>ICMS</b>	Type of value-added tax in Brazil
<b>IKG</b>	The former Harsco Industrial IKG business
<b>ISDA</b>	International Swaps and Derivatives Association
<b>Network Rail</b>	Infrastructure manager for most of the railway in the U.K.
<b>New Term Loan</b>	\$500 million term loan raised in March 2021 under the Senior Secured Credit Facilities, maturing on March 10, 2028
<b>OCI</b>	Other Comprehensive Income (Loss)
<b>PA DEP</b>	Pennsylvania Department of Environmental Protection
<b>Rail</b>	The Harsco Rail reportable business segment
<b>Revolving Credit Facility</b>	\$700 million multi-year revolving credit facility under the Senior Secured Credit Facilities
<b>SBB</b>	Federal railway system of Switzerland
<b>SCE</b>	Kingdom of Bahrain's Supreme Council for Environment
<b>SEC</b>	Securities and Exchange Commission
<b>Senior Notes</b>	5.75% Notes due July 31, 2027
<b>Senior Secured Credit Facilities</b>	Primary source of borrowings comprised of the New Term Loan and the Revolving Credit Facility
<b>SOFR</b>	Secured Overnight Financing Rate
<b>SPE</b>	The Company's wholly-owned bankruptcy-remote special purpose entity, which is used in connection with the AR Facility
<b>SPRA</b>	State Revenue Authorities from the State of São Paulo, Brazil
<b>TSDF</b>	Treatment, storage, and disposal facility permits issued under the Resource Conservation and Recovery Act
<b>U.S. GAAP</b>	Accounting principles generally accepted in the U.S.

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**PART I — FINANCIAL INFORMATION**

**ITEM 1. FINANCIAL STATEMENTS**

**ENVIRI CORPORATION**

**CONDENSED CONSOLIDATED BALANCE SHEETS (Unaudited)**

	June 30 (In thousands)	December 31 2024	December 31 2023
<b>ASSETS</b>			
<b>Current assets:</b>			
Cash and cash equivalents	\$ 104,044	\$ 121,239	3,375
Restricted cash	3,462	3,375	313,193
Trade accounts receivable, net	338,187	338,187	37,101
Other receivables	40,565	40,565	188,503
Inventories	189,369	189,369	70,067
Current portion of contract assets	64,875	64,875	50,637
Prepaid expenses	58,723	58,723	16,232
Other current assets	11,023	11,023	783,239
<b>Total current assets</b>	<b>783,239</b>	<b>827,356</b>	
Property, plant and equipment, net	692,416	707,397	
Right-of-use assets, net	102,891	102,891	
Goodwill	780,978	770,858	
Intangible assets, net	327,983	310,086	
Deferred income tax assets	16,295	15,338	
Other assets	91,798	95,449	
<b>Total assets</b>	<b>\$ 2,768,667</b>	<b>\$ 2,854,698</b>	
<b>LIABILITIES</b>			
<b>Current liabilities:</b>			
Short-term borrowings	\$ 14,871	\$ 7,422	7,422
Current maturities of long-term debt	15,558	17,752	15,558
Accounts payable	243,279	231,384	231,384
Accrued compensation	79,609	55,444	55,444
Income taxes payable	7,567	2,178	2,178
Reserve for forward losses on contracts	52,919	50,092	50,092
Current portion of advances on contracts	38,313	30,278	30,278
Current portion of operating lease liabilities	28,775	28,530	28,530
Other current liabilities	174,342	170,807	170,807
<b>Total current liabilities</b>	<b>655,233</b>	<b>593,887</b>	593,887
Long-term debt	1,401,437	1,417,776	1,401,437
Retirement plan liabilities	45,087	44,616	44,616
Operating lease liabilities	75,476	74,403	74,403
Environmental liabilities	25,682	24,540	24,540
Deferred tax liabilities	29,160	35,824	35,824
Other liabilities	47,215	48,823	48,823
<b>Total liabilities</b>	<b>2,279,290</b>	<b>2,239,869</b>	2,239,869
<b>COMMITMENTS AND CONTINGENCIES</b>			
<b>ENVIRI CORPORATION STOCKHOLDERS' EQUITY</b>			
Common stock	146,105	146,651	146,651
Additional paid-in capital	238,416	246,133	246,133
Accumulated other comprehensive loss	( 539,694 )	( 552,548 )	( 552,548 )
Retained earnings	1,528,320	1,496,757	1,496,757
Treasury stock	( 849,996 )	( 851,327 )	( 851,327 )
<b>Total Enviri Corporation stockholders' equity</b>	<b>523,151</b>	<b>485,666</b>	485,666
Noncontrolling interests	52,257	43,132	43,132
<b>Total equity</b>	<b>575,408</b>	<b>528,798</b>	528,798
<b>Total liabilities and equity</b>	<b>\$ 2,854,698</b>	<b>\$ 2,768,667</b>	\$ 2,768,667

See accompanying notes to unaudited condensed financial statements.

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**ENVIRI CORPORATION**  
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (Unaudited)**

(In thousands, except per share amounts)	Three Months Ended		Six Months Ended	
	June 30		June 30	
	2024	2023	2024	2023
<b>Revenues from continuing operations:</b>				
Service revenues	\$ 505,283	\$ 481,963	\$ 1,004,437	\$ 943,523
Product revenues	104,710	127,053	205,873	226,198
<b>Total revenues</b>	<b>609,993</b>	609,016	<b>1,210,310</b>	1,169,721
<b>Costs and expenses from continuing operations:</b>				
Cost of services sold	388,222	373,531	781,074	743,039
Cost of products sold	91,996	101,148	177,406	183,697
Selling, general and administrative expenses	90,454	86,801	177,580	168,662
Research and development expenses	943	1,019	1,804	1,539
Property, plant and equipment impairment charge	—	14,099	—	14,099
Remeasurement of long-lived assets	—	—	10,695	—
Other expense (income), net	7,123	(1,269)	4,683	(6,917)
<b>Total costs and expenses</b>	<b>578,738</b>	575,329	<b>1,153,242</b>	1,104,119
<b>Operating income (loss) from continuing operations</b>	<b>31,255</b>	33,687	<b>57,068</b>	65,602
Interest income	3,435	1,594	5,132	3,074
Interest expense	(27,934)	(26,409)	(56,056)	(51,404)
Facility fees and debt-related income (expense)	(2,920)	(2,730)	(5,709)	(5,093)
Defined benefit pension income (expense)	(4,166)	(5,400)	(8,342)	(10,729)
<b>Income (loss) from continuing operations before income taxes and equity income</b>	<b>(330)</b>	742	<b>(7,907)</b>	1,450
Income tax benefit (expense) from continuing operations	(10,020)	(15,331)	(17,935)	(23,348)
Equity income (loss) of unconsolidated entities, net	127	(309)	(122)	(442)
<b>Income (loss) from continuing operations</b>	<b>(10,223)</b>	(14,898)	<b>(25,964)</b>	(22,340)
<b>Discontinued operations:</b>				
Income (loss) from discontinued businesses	(1,211)	(1,165)	(2,703)	(2,820)
Income tax benefit (expense) from discontinued businesses	314	225	701	732
<b>Income (loss) from discontinued operations, net of tax</b>	<b>(897)</b>	(940)	<b>(2,002)</b>	(2,088)
<b>Net income (loss)</b>	<b>(11,120)</b>	(15,838)	<b>(27,966)</b>	(24,428)
Less: Net loss (income) attributable to noncontrolling interests	(2,481)	4,399	(3,597)	3,464
<b>Net income (loss) attributable to Enviri Corporation</b>	<b>\$ (13,601)</b>	<b>\$ (11,439)</b>	<b>\$ (31,563)</b>	<b>\$ (20,964)</b>
<b>Amounts attributable to Enviri Corporation common stockholders:</b>				
Income (loss) from continuing operations, net of tax	\$ (12,704)	\$ (10,499)	\$ (29,561)	\$ (18,876)
Income (loss) from discontinued operations, net of tax	(897)	(940)	(2,002)	(2,088)
<b>Net income (loss) attributable to Enviri Corporation common stockholders</b>	<b>\$ (13,601)</b>	<b>\$ (11,439)</b>	<b>\$ (31,563)</b>	<b>\$ (20,964)</b>
Weighted-average shares of common stock outstanding	80,146	79,816	80,045	79,725
Basic earnings (loss) per common share attributable to Enviri Corporation common stockholders:				
Continuing operations	\$ (0.16)	\$ (0.13)	\$ (0.37)	\$ (0.24)
Discontinued operations	(0.01)	(0.01)	(0.03)	(0.03)
<b>Basic earnings (loss) per share attributable to Enviri Corporation common stockholders</b>	<b>\$ (0.17)</b>	<b>\$ (0.14)</b>	<b>\$ (0.39)</b> <sup>(a)</sup>	<b>\$ (0.26)</b> <sup>(a)</sup>
Diluted weighted-average shares of common stock outstanding	80,146	79,816	80,045	79,725
Diluted earnings (loss) per common share attributable to Enviri Corporation common stockholders:				
Continuing operations	\$ (0.16)	\$ (0.13)	\$ (0.37)	\$ (0.24)
Discontinued operations	(0.01)	(0.01)	(0.03)	(0.03)
<b>Diluted earnings (loss) per share attributable to Enviri Corporation common stockholders</b>	<b>\$ (0.17)</b>	<b>\$ (0.14)</b>	<b>\$ (0.39)</b> <sup>(a)</sup>	<b>\$ (0.26)</b> <sup>(a)</sup>

(a) Does not total due to rounding

See accompanying notes to unaudited condensed consolidated financial statements.

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**ENVIRI CORPORATION**  
**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS) (Unaudited)**

(In thousands)	Three Months Ended	
	June 30	
	2024	2023
Net income (loss)	\$ ( 11,120 )	\$ ( 15,838 )
Other comprehensive income (loss):		
Foreign currency translation adjustments, net of deferred income taxes of \$ 181 and \$ 1,139 in 2024 and 2023, respectively	( 10,805 )	10,589
Net gain (loss) on cash flow hedging instruments, net of deferred income taxes of \$( 32 ) and \$( 1,529 ) in 2024 and 2023, respectively	128	4,434
Pension liability adjustments, net of deferred income taxes of \$( 263 ) and \$( 292 ) in 2024 and 2023, respectively	4,442	( 627 )
Unrealized gain (loss) on marketable securities, net of deferred income taxes of \$ 2 and \$( 2 ) in 2024 and 2023, respectively	( 5 )	5
Total other comprehensive income (loss)	( 6,240 )	14,401
Total comprehensive income (loss)	( 17,360 )	( 1,437 )
Comprehensive (income) loss attributable to noncontrolling interests	( 2,257 )	6,234
Comprehensive income (loss) attributable to Enviri Corporation	\$ ( 19,617 )	\$ 4,797
Six Months Ended		
June 30		
(In thousands)	2024	2023
	\$ ( 27,966 )	\$ ( 24,428 )
Other comprehensive income (loss):		
Foreign currency translation adjustments, net of deferred income taxes of \$( 300 ) and \$ 2,611 in 2024 and 2023, respectively	( 27,340 )	23,035
Net gain (loss) on cash flow hedging instruments, net of deferred income taxes of \$( 687 ) and \$( 682 ) in 2024 and 2023, respectively	1,991	1,874
Pension liability adjustments, net of deferred income taxes of \$( 559 ) and \$( 710 ) in 2024 and 2023, respectively	11,453	( 3,362 )
Unrealized gain (loss) on marketable securities, net of deferred income taxes of \$ 1 and \$( 2 ) in 2024 and 2023	( 3 )	6
Total other comprehensive income (loss)	( 13,899 )	21,553
Total comprehensive income (loss)	( 41,865 )	( 2,875 )
Less: Comprehensive (income) loss attributable to noncontrolling interests	( 2,552 )	4,941
Comprehensive income (loss) attributable to Enviri Corporation	\$ ( 44,417 )	\$ 2,066

See accompanying notes to unaudited condensed consolidated financial statements.

**ENVIRI CORPORATION**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (Unaudited)**

(In thousands)	Six Months Ended June 30	
	2024	2023
<b>Cash flows from operating activities:</b>		
Net income (loss)	\$ (27,966)	\$ (24,428)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation	73,946	67,496
Amortization	16,180	16,032
Deferred income tax (benefit) expense	5,771	7,622
Equity (income) loss of unconsolidated entities, net	122	442
Property, plant and equipment impairment charge	—	14,099
Remeasurement of long-lived assets	10,695	—
Other, net	968	4,146
Changes in assets and liabilities, net of acquisitions and dispositions of businesses:		
Accounts receivable	17,633	(56,383)
Inventories	(3,985)	(7,952)
Contract assets	(12,887)	(3,535)
Right-of-use assets	16,194	16,211
Accounts payable	(5,786)	12,960
Accrued interest payable	(15)	(192)
Accrued compensation	(22,544)	9,194
Advances on contracts	(7,121)	(12,978)
Operating lease liabilities	(15,876)	(14,790)
Retirement plan liabilities, net	(938)	(5,468)
Other assets and liabilities	(4,007)	5,714
<b>Net cash (used) provided by operating activities</b>	<b>40,384</b>	<b>28,190</b>
<b>Cash flows from investing activities:</b>		
Purchases of property, plant and equipment	(60,520)	(66,341)
Proceeds from sale of business, net	16,588	—
Proceeds from sales of assets	7,584	1,439
Expenditures for intangible assets	(484)	(427)
Proceeds from notes receivable	17,023	11,238
Net proceeds (payments) from settlement of foreign currency forward exchange contracts	584	(2,408)
Other investing activities, net	—	84
<b>Net cash used by investing activities</b>	<b>(19,225)</b>	<b>(56,415)</b>
<b>Cash flows from financing activities:</b>		
Short-term borrowings, net	(3,138)	601
Current maturities and long-term debt:		
Additions	42,007	123,996
Reductions	(54,310)	(90,727)
Dividends paid to noncontrolling interests	(12,551)	—
Contributions from noncontrolling interests	874	1,654
Stock-based compensation - Employee taxes paid	(1,332)	(1,238)
<b>Net cash (used) provided by financing activities</b>	<b>(28,450)</b>	<b>34,286</b>
Effect of exchange rate changes on cash and cash equivalents, including restricted cash	(9,817)	(1,789)
Net increase (decrease) in cash and cash equivalents, including restricted cash	(17,108)	4,272
Cash and cash equivalents, including restricted cash, at beginning of period	124,614	85,094
<b>Cash and cash equivalents, including restricted cash, at end of period</b>	<b>\$ 107,506</b>	<b>\$ 89,366</b>
<b>Supplementary cash flow information:</b>		
Change in accrual for purchases of property, plant and equipment included in accounts payable	\$ 1,048	\$ (3,170)

See accompanying notes to unaudited condensed consolidated financial statements.



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**ENVIRI CORPORATION**

**CONDENSED CONSOLIDATED STATEMENTS OF EQUITY (Unaudited)**

(In thousands, except share amounts)	Enviri Corporation Stockholders' Equity						
	Common Stock		Additional Paid-in Capital		Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interests
	Issued	Treasury					Total
Balances, December 31, 2022	\$ 145,448	\$( 848,570 )	\$ 225,759	\$ 1,614,441	\$ ( 567,636 )	\$ 53,600	\$ 623,042
Net income (loss)	—	—	—	( 9,525 )	—	935	( 8,590 )
Total other comprehensive income (loss), net of deferred income taxes of \$ 1,901	—	—	—	—	6,794	358	7,152
Purchase of subsidiary shares from noncontrolling interest	—	—	398	—	—	( 398 )	—
Vesting of restricted stock units and other stock grants, net 177,574 shares	395	( 1,108 )	( 395 )	—	—	—	( 1,108 )
Amortization of unearned portion of stock-based compensation, net of forfeitures	—	—	3,456	—	—	—	3,456
Balances, March 31, 2023	\$ 145,843	\$( 849,678 )	\$ 229,218	\$ 1,604,916	\$ ( 560,842 )	\$ 54,495	\$ 623,952
Net income (loss)	—	—	—	( 11,439 )	—	( 4,399 )	( 15,838 )
Total other comprehensive income (loss), net of deferred income taxes of \$( 684 )	—	—	—	—	16,236	( 1,835 )	14,401
Contributions from noncontrolling interest	—	—	—	—	—	1,654	1,654
Vesting of restricted stock units and other stock grants, net 84,215 shares	123	( 130 )	( 123 )	—	—	—	( 130 )
Amortization of unearned portion of stock-based compensation, net of forfeitures	—	—	3,368	—	—	—	3,368
Balances, June 30, 2023	\$ 145,966	\$( 849,808 )	\$ 232,463	\$ 1,593,477	\$ ( 544,606 )	\$ 49,915	\$ 627,407

(In thousands, except share amounts)	Enviri Corporation Stockholders' Equity						
	Common Stock		Additional Paid-in Capital		Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interests
	Issued	Treasury					Total
Balances, December 31, 2023	\$ 146,105	\$( 849,996 )	\$ 238,416	\$ 1,528,320	\$ ( 539,694 )	\$ 52,257	\$ 575,408
Net income (loss)	—	—	—	( 17,962 )	—	1,116	( 16,846 )
Cash dividends declared:							
Noncontrolling interests	—	—	—	—	—	( 8,243 )	( 8,243 )
Total other comprehensive income (loss), net of deferred income taxes of \$( 1,433 )	—	—	—	—	( 6,838 )	( 821 )	( 7,659 )
Contributions from noncontrolling interests	—	—	—	—	—	874	874
Vesting of restricted stock units, net 201,053 shares	443	( 1,270 )	( 443 )	—	—	—	( 1,270 )
Amortization of unearned portion of stock-based compensation, net of forfeitures	—	—	3,860	—	—	—	3,860
Balances, March 31, 2024	\$ 146,548	\$( 851,266 )	\$ 241,833	\$ 1,510,358	\$ ( 546,532 )	\$ 45,183	\$ 546,124
Net income (loss)	—	—	—	( 13,601 )	—	2,481	( 11,120 )
Cash dividends declared:							
Noncontrolling interests	—	—	—	—	—	( 4,308 )	( 4,308 )
Total other comprehensive income (loss), net of deferred income taxes of \$( 112 )	—	—	—	—	( 6,016 )	( 224 )	( 6,240 )
Stock appreciation rights exercised, net 603 shares	1	( 2 )	( 1 )	—	—	—	( 2 )
Vesting of restricted stock units and other stock grants, net 74,725 shares	102	( 59 )	( 102 )	—	—	—	( 59 )
Amortization of unearned portion of stock-based compensation, net of forfeitures	—	—	4,403	—	—	—	4,403
Balances, June 30, 2024	\$ 146,651	\$( 851,327 )	\$ 246,133	\$ 1,496,757	\$ ( 552,548 )	\$ 43,132	\$ 528,798

See accompanying notes to unaudited condensed consolidated financial statements.



**ENVIRI CORPORATION**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**

**1. Basis of Presentation**

The Company has prepared these unaudited condensed consolidated financial statements in accordance with U.S. GAAP for interim financial information and with the instructions to Form 10-Q and Rule 10-01 of Regulation S-X of the SEC. Accordingly, the unaudited Condensed Consolidated Financial Statements do not include all information and disclosure required by U.S. GAAP for annual financial statements. The December 31, 2023 Condensed Consolidated Balance Sheet information contained in this Quarterly Report on Form 10-Q was derived from the 2023 audited consolidated financial statements. These unaudited Condensed Consolidated Financial Statements should be read in conjunction with the audited Consolidated Financial Statements, including the notes thereto, included in the Company's Annual Report on Form 10-K for the year ended December 31, 2023. In the opinion of management, all adjustments (all of which are of a normal recurring nature) that are necessary for a fair statement are reflected in these unaudited Condensed Consolidated Financial Statements.

**Going Concern**

The Company's cash flow forecasts, existing cash and cash equivalents, borrowings available under the Senior Secured Credit Facilities and the AR Facility indicate sufficient liquidity to fund the Company's operations for at least the next twelve months. As such, the Company's unaudited Consolidated Financial Statements have been prepared on the basis that it will continue as a going concern for a period extending beyond twelve months from the date the unaudited Consolidated Financial Statements are issued. This assessment includes the expected ability to meet required financial covenants, the continued ability to draw down on the Senior Secured Credit Facilities (see Note 9, Debt and Credit Agreements) and successfully renewing the AR Facility (see Note 4 Accounts Receivable and Note Receivable).

**Reclassifications**

During the six months ended June 30, 2024, the Company determined that the held-for-sale criteria for Rail was no longer met and, as a result, the Company made reclassifications to prior year amounts previously classified as discontinued operations and assets held-for-sale in the Company's Consolidated Statements of Operations and Consolidated Balance Sheets, along with the accompanying notes to the Company's Consolidated Financial Statements. See Note 3, Discontinued Operations and Dispositions for further details.

**2. Recently Adopted and Recently Issued Accounting Standards**

The Company has not adopted any accounting standards during the three and six months ended June 30, 2024:

The following accounting standards have been issued and become effective for the Company at a future date:

In November 2023, the FASB issued changes that require expansion of annual and interim disclosure requirements for reportable segments, primarily through enhanced disclosures about significant segment expenses. The changes become effective starting with the Company's annual financial statements for the year ended December 31, 2024. The Company is currently evaluating the impact that this change will have on the Company's disclosures and plans to apply the change retrospectively for all periods presented.

In December 2023, the FASB issued changes which require greater disaggregation of income tax disclosures related to the income tax rate reconciliation and income taxes paid. The changes become effective starting with the Company's annual financial statements for the year ended December 31, 2025. The guidance should be applied on a prospective basis with the option to apply the standard retrospectively. Early adoption is permitted. The Company is currently evaluating the impact that this change will have on the Company's disclosures.

### 3. Discontinued Operations and Dispositions

#### *Harsco Rail Segment*

The results of the Rail business were previously presented as discontinued operations. However, the held for sale criteria were no longer met beginning with March 31, 2024 as the sales process has been paused. The assets and liabilities of the Rail business, previously presented as held for sale, were reclassified to held and used in the Condensed Consolidated Balance Sheets as of December 31, 2023, and the results of the Rail business were reclassified from discontinued operations to continuing operations for all periods presented in the Condensed Consolidated Statements of Operations. The Rail business' assets and liabilities as of March 31, 2024 were measured at the carrying amount before the assets were classified as held for sale, reduced by \$ 10.7 million representing the depreciation and amortization expense that would have been recognized had the assets been continuously classified as held for use. The \$ 10.7 million reduction to the carrying value of the Rail assets was reported in Remeasurement of long-lived assets in the first quarter of 2024.

The reclassification of the Rail business's balance sheet positions as of December 31, 2023 had the following impacts on the Condensed Consolidated Balance Sheets and are summarized as follows:

(in thousands)	December 31	2023
Trade accounts receivable, net	\$ 57,415	
Other receivables	6,708	
Inventories	103,077	
Current portion of contract assets	56,341	
Prepaid expenses	28,797	
Other current assets	2,895	
Property, plant and equipment, net	44,113	
Right-of-use assets, net	7,050	
Goodwill	13,026	
Intangible assets, net	3,122	
Deferred income tax assets	973	
Other assets	22,792	
<b>Total assets</b>	<b>\$ 346,309</b>	
Accounts payable	\$ 44,703	
Accrued compensation	6,056	
Income taxes payable	1,434	
Current portion of operating lease liabilities	3,656	
Current portion of advances on contracts	32,912	
Reserve for forward losses on contracts	52,725	
Other current liabilities	30,550	
Operating lease liabilities	3,331	
Deferred tax liabilities	350	
Other liabilities	494	
<b>Total liabilities</b>	<b>\$ 176,211</b>	

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The reclassification of the results of the Rail business to continuing operations had the following impacts on the Consolidated Statement of Operations for the three and six months ended June 30, 2023:

(In thousands)	Three Months		Six Months Ended	
	Ended		June 30	
	June 30	2023	June 30	2023
Service revenues		\$ 10,765	\$ 18,485	
Product revenues		78,083	135,415	
<b>Total revenues</b>		88,848	153,900	
Cost of services sold		7,290	12,916	
Cost of products sold		60,762	106,505	
<b>Total cost of sales</b>		68,052	119,421	
Selling, general and administrative expenses		9,951	19,877	
Research and development expenses		519	863	
Other expense (income), net		954	1,457	
<b>Total costs and expenses</b>		79,476	141,618	
<b>Operating income (loss) from continuing operations</b>		9,372	12,282	
Interest income		27	52	
Interest expense		( 685 )	( 1,352 )	
Defined benefit pension income (expense)		7	13	
<b>Income (loss) from continuing operations before income taxes and equity income</b>		8,721	10,995	
Income tax benefit (expense) from continuing operations		( 5,012 )	( 6,106 )	
<b>Income (loss) from continuing operations</b>		<u>\$ 3,709</u>	<u>\$ 4,889</u>	

*Harsco Environmental Segment*

On April 1, 2024, the Company completed the sale of Performix Metallurgical Additives, LLC, a subsidiary of HE, for \$ 17.5 million, subject to normal post-closing adjustments, and recognized a gain on the sale of \$ 1.9 million (or approximately \$ 1.3 million after-tax).

*Other*

Discontinued operations include costs directly attributable to retained contingent liabilities of other previously disposed businesses.

**4. Accounts Receivable and Note Receivable**

Accounts receivable consist of the following:

(In thousands)	June 30		December 31	
	2024	2023	2024	2023
Trade accounts receivable	\$ 327,452	\$ 353,709		
Less: Allowance for expected credit losses	( 14,259 )	( 15,522 )		
<b>Trade accounts receivable, net</b>	<u>\$ 313,193</u>	<u>\$ 338,187</u>		
Other receivables (a)	<u>\$ 37,101</u>	<u>\$ 40,565</u>		

(a) Other receivables include employee receivables, insurance receivable, tax claims and refunds and other miscellaneous items not included in Trade accounts receivable, net.

The provision for expected credit losses related to trade accounts receivable was as follows:

(In thousands)	Three Months Ended		Six Months Ended	
	June 30		June 30	
	2024	2023	2024	2023
Provision for expected credit losses related to trade accounts receivable	\$ 648	\$ ( 113 )	\$ 481	\$ 394

At June 30, 2024, \$ 17.6 million of the Company's trade accounts receivable were past due by twelve months or more, with \$ 9.8 million of this amount reserved.

#### Accounts Receivable Securitization Facility

In June 2022, the Company and its SPE entered into an AR Facility with PNC Bank, National Association ("PNC") to accelerate cash flows from trade accounts receivable. The AR Facility has a three-year term. The maximum purchase commitment by PNC is \$ 150.0 million. The Company expects to renew the AR facility, as necessary, prior to the end of the term.

The total outstanding balance of trade receivables that have been sold and derecognized by the SPE is \$ 150.0 million as of June 30, 2024 and December 31, 2023. The SPE owned \$ 71.5 million and \$ 82.2 million of trade receivables as of June 30, 2024 and December 31, 2023, respectively, which is included in the caption Trade accounts receivable, net, on the Condensed Consolidated Balance Sheets. See Note 9, Debt and Credit Agreements, for AR Facility expenses incurred.

The Company received proceeds of \$ 5.0 million from the AR Facility in the first quarter of 2023.

#### Factoring Arrangements

The Company maintains factoring arrangements with a financial institution to sell certain accounts receivable that are also accounted for as a sale of financial assets and accordingly, derecognized from the Company's Consolidated Balance Sheet. The following table reflects balances for net amounts sold and program capacities for the arrangements:

	June 30 2024	December 31 2023
(In millions)		
Net amounts sold under factoring arrangements	\$ 16.9	\$ 16.1
Program capacities	19.3	32.6

#### Note Receivable

In January 2020, the Company sold IKG for \$ 85.0 million including cash and a note receivable, subject to post-closing adjustments. The note receivable from the buyer had a face value of \$ 40.0 million, bearing interest at 2.50 %, that is paid in kind with an original maturity of January 31, 2027. Due to a change in control of the ownership of IKG during the second quarter of 2024, prepayment of the note was required, as defined in the note receivable agreement. As such, the Company received a payment of \$ 17.0 million in April 2024, resulting in a pre-tax gain of \$ 2.7 million reflected in the caption Interest income on the Consolidated Statement of Operations. As of December 31, 2023, the balance was classified as noncurrent and is included in the caption Other assets on the Condensed Consolidated Balance Sheet at amortized cost.

	June 30 2024	December 31 2023
(In millions)		
Note receivable, at amortized cost	\$ —	\$ 14.0
Note receivable, fair value	—	15.4

#### 5. Inventories

Inventories consist of the following:

	June 30 2024	December 31 2023
(In thousands)		
Finished goods	\$ 15,239	\$ 16,171
Work-in-process	25,626	13,081
Raw materials and purchased parts	101,615	114,046
Stores and supplies	46,023	46,071
Total inventories	<u>\$ 188,503</u>	<u>\$ 189,369</u>

## 6. Property, Plant and Equipment

Property, plant and equipment ("PP&E") consist of the following:

(In thousands)	June 30 2024	December 31 2023
Land and improvements	\$ 92,305	\$ 93,793
Buildings and improvements	239,220	243,472
Machinery and equipment	1,682,296	1,729,637
Uncompleted construction	66,070	66,241
Gross property, plant and equipment	2,079,891	2,133,143
Less: Accumulated depreciation	(1,387,475)	(1,425,746)
Property, plant and equipment, net	<u>\$ 692,416</u>	<u>\$ 707,397</u>

During the three months ended June 30, 2023, the Company recorded an impairment charge of \$ 14.1 million related to abandoned equipment at a customer site of HE China, which is included in the caption Property, plant and equipment impairment charge in the Condensed Consolidated Statements of Operations.

## 7. Leases

The components of lease expense were as follows:

(In thousands)	Three Months Ended		Six Months Ended	
	June 30		June 30	
	2024	2023	2024	2023
<b>Finance leases:</b>				
Depreciation expense	\$ 3,023	\$ 2,022	\$ 5,601	\$ 3,563
Interest on lease liabilities	1,085	578	1,900	932
Operating leases	9,961	9,742	19,793	19,220
Variable and short-term lease expense	13,755	13,900	27,799	26,530
Sublease income	(2)	(1)	(4)	(3)
<b>Total lease expense</b>	<u>\$ 27,822</u>	<u>\$ 26,241</u>	<u>\$ 55,089</u>	<u>\$ 50,242</u>

## 8. Goodwill and Other Intangible Assets

The Company tests for goodwill impairment annually, or more frequently if indicators of impairment exist, or if a decision is made to dispose of a business. The Company performs its annual goodwill impairment test as of October 1 and monitors for triggering events on an ongoing basis.

During the six months ended June 30, 2024, the Company determined that there were no events or indicators present that would indicate that it was more-likely-than-not that its reporting units' fair values were less than their carrying amounts, which would require a further interim impairment analysis. However, unfavorable economic conditions, including continued cost inflation and labor shortages, as well as rising interest rates, could impact the Company's future projected cash flows and discount rates used to estimate fair value, which could result in an impairment charge to any of the Company's reporting units in a future period.

During the three months ended June 30, 2024, due to the loss of a customer in Europe for HE, the Company recorded a \$ 2.8 million charge to fully impair the value of a related customer relationship intangible asset. This amount is included in the caption Other expense (income), net on the Consolidated Statement of Operations.

## 9. Debt and Credit Agreements

Long-term debt consists of the following:

(In thousands)	June 30 2024	December 31 2023
Senior Secured Credit Facilities:		
New Term Loan	\$ 485,000	\$ 487,500
Revolving Credit Facility	419,000	422,000
5.75 % Senior Notes	475,000	475,000
Other financing payable (including finance leases) in varying amounts	66,858	44,469
Total debt obligations	1,445,858	1,428,969
Less: deferred financing costs	( 10,330 )	( 11,974 )
Total debt obligations, net of deferred financing costs	1,435,528	1,416,995
Less: current maturities of long-term debt	( 17,752 )	( 15,558 )
Long-term debt	<u>\$ 1,417,776</u>	<u>\$ 1,401,437</u>

The Senior Secured Credit Facilities contain a consolidated net debt to Consolidated Adjusted EBITDA ratio covenant, which is not to exceed 5.00 x for the quarter ended June 30, 2024 and then decreasing quarterly until reaching 4.00 x on December 31, 2024. The Company's required coverage of consolidated interest charges is set at a minimum of 2.75 x through the end of 2024 and increases to 3.00 x beginning with the first quarter of 2025.

At June 30, 2024, the Company was in compliance with its debt covenants under the Senior Secured Credit Facilities, with a total net debt to Consolidated Adjusted EBITDA ratio of 3.93 x and a total interest coverage ratio of 3.11 x. The Company believes it will continue to maintain compliance with these covenants based on its current outlook. However, the Company's estimates of compliance with these covenants could change in the future with a deterioration in economic conditions, higher than forecasted interest rates, the timing of working capital including the collection of receivables, an inability to realize increased pricing and implement cost reduction initiatives that mitigate the impacts of inflation, the inability to extend the AR Facility prior to the end of the current term and other factors that may adversely impact its compliance with covenants.

### Facility Fees and Debt-Related Income (Expense)

The components of the Condensed Consolidated Statements of Operations caption Facility fees and debt-related income (expense) were as follows:

(In thousands)	Three Months Ended		Six Months Ended	
	June 30		June 30	
	2024	2023	2024	2023
Unused debt commitment and amendment fees	\$ —	\$ —	\$ —	\$ ( 12 )
Securitization and factoring fees	( 2,920 )	( 2,730 )	( 5,709 )	( 5,081 )
Facility fees and debt-related income (expense)	<u>\$ ( 2,920 )</u>	<u>\$ ( 2,730 )</u>	<u>\$ ( 5,709 )</u>	<u>\$ ( 5,093 )</u>

## 10. Employee Benefit Plans

Defined Benefit Pension Plan Net Periodic Pension Cost (Benefit) (In thousands)	Three Months Ended June 30			
	U.S. Plans		International Plans	
	2024	2023	2024	2023
Service costs	\$ —	\$ —	\$ 335	\$ 314
Interest costs	2,419	2,543	7,434	7,552
Expected return on plan assets	(2,236)	(1,750)	(8,344)	(7,805)
Recognized prior service costs	—	—	117	115
Recognized actuarial losses	1,045	1,150	3,794	3,580
Defined benefit pension plan net periodic pension cost (benefit)	<u>\$ 1,228</u>	<u>\$ 1,943</u>	<u>\$ 3,336</u>	<u>\$ 3,756</u>

Defined Benefit Pension Plans Net Periodic Pension Cost (Benefit) (In thousands)	Six Months Ended June 30			
	U.S. Plans		International Plans	
	2024	2023	2024	2023
Service costs	\$ —	\$ —	\$ 673	\$ 627
Interest costs	4,838	5,086	14,894	14,981
Expected return on plan assets	(4,472)	(3,500)	(16,714)	(15,483)
Recognized prior service costs	—	—	235	229
Recognized actuarial losses	2,090	2,301	7,595	7,099
Defined benefit pension plans net periodic pension cost (benefit)	<u>\$ 2,456</u>	<u>\$ 3,887</u>	<u>\$ 6,683</u>	<u>\$ 7,453</u>

Cash contributions to U.S. and international defined benefit pension plans totaled \$ 0.8 million and \$ 8.7 million for the six months ended June 30, 2024, respectively. The Company's estimate of expected cash contributions to be paid during the remainder of 2024 for the U.S. and international defined benefit pension plans is \$ 6.9 million and \$ 8.7 million, respectively.

## 11. Income Taxes

Income tax expense from continuing operations for the three and six months ended June 30, 2024 was \$ 10.0 million and \$ 17.9 million, respectively, compared with \$ 15.3 million and \$ 23.3 million for the three and six months ended June 30, 2023, respectively. The decrease in expense for tax for the three and six months ended June 30, 2024, compared with the three and six months ended June 30, 2023, is primarily due to a \$ 23.6 million favorable adjustment to the Company's estimated forward loss provision related to the Network Rail contract in the U.S. not recurring in 2024, as well as a \$ 3.7 million valuation allowance for a deferred tax asset in a certain foreign jurisdiction not recurring in 2024.

For the three and six months ended June 30, 2024, the Company calculated its quarterly tax provision based on its best estimate of the full year tax rate applicable to the quarter. For the three and six months ended June 30, 2023, due to the insignificant amount of pre-tax book loss relative to the size of permanent book-tax differences and a varying net income (loss) pattern projected for the year, the Company's tax provision estimate was determined using an actual year-to-date method.

The reserve for uncertain tax positions on June 30, 2024 and December 31, 2023 was \$ 3.4 million, including interest and penalties. Within the next twelve months, it is reasonably possible that \$ 0.6 million in unrecognized income tax benefits will be recognized upon settlement of tax examinations and the expiration of various statutes of limitations.

## 12. Commitments and Contingencies

### Environmental

The Company is involved in a number of environmental remediation investigations and cleanups and, along with other companies, has been identified as a "potentially responsible party" for certain byproduct disposal sites. While each of these matters is subject to various uncertainties, it is probable that the Company will agree to make payments toward funding certain of these activities, and it is possible that some of these matters will be decided unfavorably to the Company. The Company has evaluated its potential liability and its financial exposure is dependent upon such factors as the continuing evolution of environmental laws and regulatory requirements, the availability and application of technology, the allocation of cost among potentially responsible parties, the years of remedial activity required and the remediation methods selected.

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The Company evaluates its liability for future environmental remediation costs on a quarterly basis. Although actual costs to be incurred at identified sites in future periods may vary from the estimates, given inherent uncertainties in evaluating environmental exposures, the Company does not expect that any costs that are reasonably possible to be incurred by the Company in connection with environmental matters in excess of the amounts accrued would have a material adverse effect on the Company's financial condition, results of operations or cash flows.

The following table summarizes information related to the location and undiscounted amount of the Company's environmental liabilities:

(In thousands)	June 30 2024	December 31 2023
Current portion of environmental liabilities (a)	\$ 10,415	\$ 7,540
Long-term environmental liabilities	24,540	25,682
Total environmental liabilities	\$ 34,955	\$ 33,222

(a) The current portion of environmental liabilities is included in the caption Other current liabilities on the Condensed Consolidated Balance Sheets.

**Legal Proceedings**

In the ordinary course of business, the Company is a defendant or party to various claims and lawsuits, including those discussed below. Unless stated otherwise below, the Company has not determined a loss to be probable or estimable for the legal proceedings.

In November 2022, the EPA and the Kentucky Department for Environmental Protection (the "KDEP") conducted an inspection of Clean Earth of Calvert City LLC's facility in Calvert City, KY and alleged several violations for which the EPA proposed a civil penalty of \$ 0.8 million. On June 30, 2024, the EPA verbally agreed to a settlement involving a combination of civil penalties in the amount of \$ 0.2 million and a Supplemental Environmental Project estimated to cost approximately \$ 1.0 million that requires installing a concrete and storm water management system to enhance compliance and protection of the environment.

On January 27, 2020, the EPA issued a Notice of Potential Liability to the Company, along with several other companies, concerning the Newtown Creek Superfund Site located in Kings and Queens Counties in New York. The Notice alleges certain facilities formerly owned or operated by subsidiaries of the Company may have resulted in the discharge of hazardous substances into Newtown Creek or its Dutch Kills tributary. The site has been subject to CERCLA response activities since approximately 2011. The EPA expects to issue a Record of Decision for the sitewide cleanup plan no sooner than 2028 and announced, in July 2021, that it would defer its decision on a potential early action response for the lower two miles of the Creek until the sitewide studies are completed. The Company is one of approximately twenty ( 20 ) Potentially Responsible Parties ("PRPs") that have received notices, though it is believed other PRPs may exist. The Company vigorously contests the allegations of the Notice and currently does not believe that this matter will have a material effect on the Company's financial position or results from operations.

On June 25 and 26, 2018, the DTSC conducted a compliance enforcement inspection of ESOL's facility in Rancho Cordova, California, which was then owned by Stericycle, Inc. On February 14, 2020, the DTSC filed an action in the Superior Court for the State of California, Sacramento Division, alleging violations of California's Hazardous Waste Control Law and the facility's hazardous waste permit arising from the inspection. On August 27, 2020, the DTSC issued a Notice of Denial of Hazardous Waste Facility Permit Application, denying the renewal of the facility's hazardous waste permit. The Company continues to utilize the site for non-hazardous waste and is evaluating additional potential alternate uses for the site. The DTSC investigation and compliance issues leading to the compliance tier assignment were ongoing well before the Company's acquisition of the ESOL business, and the Company was aware of the investigation and many of the issues raised in the investigation at the time of the purchase. Accordingly, the Company is indemnified for certain fines and other costs and expenses associated with this matter by Stericycle, Inc. In May 2024, Stericycle consummated a settlement, on behalf of itself and the Company, with the DTSC in the February 2020 Superior Court action for payment of \$ 3.1 million and other injunctive relief related to the ongoing closure of the hazardous waste facility. A final consent judgment for penalties and permanent injunction was approved and entered by the Court on June 6, 2024. In July 2024, on behalf of itself and the Company, Stericycle paid all fines in this matter.

The Company has had ongoing meetings with the SCE over processing salt cakes, a processing byproduct, stored at the Al Hafeerah site. The Company's Bahrain operations that produced the salt cakes has ceased operations. An Environmental Impact Assessment and Technical Feasibility Study for facilities to process the salt cakes was approved by the SCE during the first quarter of 2018. Commissioning of the facilities was completed during the third quarter of 2021 and the processing of the salt cakes has commenced. The Company's current reserve of \$ 5.1 million at June 30, 2024 continues to represent the Company's best estimate of the ultimate costs to be incurred to resolve this matter. The Company continues to evaluate this reserve and any future change in estimated costs which could be material to the Company's results of operations in any one period.

On July 27, 2018, Brazil's Federal and Rio de Janeiro State Public Prosecution Offices (the "MPF" and "MPE", respectively) filed a Civil Public Action against CSN, one of the Company's customers, the Company's Brazilian subsidiary, the Municipality of Volta Redonda, Brazil, and the Instituto Estadual do Ambiente (local environmental protection agency) seeking the implementation of various measures to limit and reduce the accumulation of customer-owned slag at the site in Brazil. On August 6, 2018, the 3rd Federal Court in Volta Redonda (the "Volta Redonda Court") granted the MPF and MPE an injunction against the same parties requiring, among other things, CSN and the Company's Brazilian subsidiary to limit the volume of slag sent to the site. Because the customer owns the site and the slag located on the site, the Company believes that complying with this injunction is the steel producer's responsibility. Nevertheless, the Volta Redonda Court issued two orders fining the Company and CSN for what it views as ongoing violations of the injunction. The Company is appealing the fines and the underlying injunction. Both the Company and CSN continue to have discussions with the MPF, MPE and the governmental authorities regarding the injunction and the possible resolution of the underlying case. Beginning on March 25, 2022, the Courts entered a series of orders suspending the litigation proceedings and staying any additional fines and interest accruals while the parties discuss a possible resolution to the matter. The aggregate amount of fines levied against the Company, exclusive of interest, is approximately 32 million Brazilian reais (or approximately \$ 6 million as of June 30, 2024). The Company does not believe that a loss relating to this matter is probable or estimable at this point.

In October 2021, the Company received a subpoena and two indictments before the Amsterdam District Court in the Netherlands concerning the Company's operations at a customer site IJmuiden, Netherlands. The Amsterdam Public Prosecutor's Office ("APPO") issued two indictments against the Company, alleging violations in connection with dust releases and/or events alleged to have occurred in 2018 through May 2020 at the site. The action cited provisions which permit fines for the alleged infractions and sought € 0.1 million in fines with a smaller amount held in abeyance. On February 2, 2022, the APPO announced that it would further investigate residents' claims related to this matter. On February 25, 2022, the Amsterdam District Court ruled that the Company was liable for only one alleged violation and that this alleged violation was unintentional. The court issued a fine of € 5 thousand, to be held in abeyance. Both the Company and the APPO appealed this ruling. An appellate hearing was held on July 5, 2024, with the APPO seeking € 0.3 million in fines. On July 19, 2024, the Court of Appeals ruled that the Company was liable for two alleged intentional violations and issued a fine of € 25 thousand. Both the Company and the APPO have appealed this ruling. The Company is vigorously contesting all allegations against it and is also working with its customer to ensure the control of emissions. The Company has contractual indemnity rights from its customer that it believes will substantially cover any fines or penalties.

#### **DEA Investigation**

Prior to the Company's acquisition of ESOL, Stericycle, Inc. notified the Company that the DEA had served an administrative subpoena on Stericycle, Inc. and executed a search warrant at a facility in Rancho Cordova, CA and an administrative inspection warrant at a facility in Indianapolis, IN. The Company has determined that the DEA and the DTSC have launched investigations involving, at least in part, the ESOL business of collecting, transporting, and destroying controlled substances from retail customers that transferred from Stericycle, Inc. to the Company. The Company is cooperating with these inquiries, which relate primarily to the period before the Company owned the ESOL business. Since the acquisition of the ESOL business, the Company has performed a vigorous review of ESOL's compliance program related to controlled substances and has made material changes to the manner in which controlled substances are transported from retail customers to DEA-registered facilities for destruction. Pursuant to an agreement with Stericycle, the Company has contractual recourse for any material loss the Company has determined is reasonably possible. The Company has not accrued any amounts in respect of these investigations and does not believe a loss is probable.

#### **Brazilian Tax Disputes**

The Company is involved in a number of tax disputes with federal, state and municipal tax authorities in Brazil. These disputes are at various stages of the legal process, including the administrative review phase and the collection action phase, and include assessments of fixed amounts of principal and penalties, plus interest charges that increase at statutorily determined amounts per month and are assessed on the aggregate amount of the principal and penalties. In addition, at the collection action or court of appeals phase, the losing party could be subject to a charge to cover statutorily mandated legal fees, which are generally calculated as a percentage of the total assessed amounts due, inclusive of penalty and interest. Many of the claims relate to ICMS, services and social security tax disputes. The largest proportion of the assessed amounts relate to ICMS claims filed by the SPRA, encompassing the period from January 2002 to May 2005.

In October 2009, the Company received notification of the SPRA's final administrative decision regarding the levying of ICMS in the State of São Paulo in relation to services provided to a customer in the State between January 2004 and May 2005. Another ICMS tax case involving the SPRA refers to the tax period from January 2002 to December 2003. On April 23, 2024, the Company's customer directed the Company to accept a settlement offer made by the SPRA and the Company accepted the settlement offer on April 26, 2024. Under the settlement, the Company will pay a total of \$ 3.4 million over sixty months, plus interest, in return for a full release from the SPRA as to both claims. Pursuant to our contractual rights, the Company is indemnified by its customer for this amount and the customer has begun making payments to the government on behalf of the Company. Therefore, the Company has recorded an indemnification receivable from the customer for this amount.

On December 30, 2020, the Company received an assessment from the municipal authority in Ipatinga, Brazil alleging \$ 1.9 million in unpaid service taxes from the period 2015 to 2020. After calculating the interest and penalties accrued, the Company estimates that the current overall potential liability for this case is approximately \$ 5.7 million. On July 21, 2023, the Company filed the last administrative appeal against the decision that maintained the assessment and a final administrative decision is still pending. Due to the multiple defenses that are available, the Company does not believe a loss is probable.

The Company intends to continue its practice of vigorously defending itself against these tax claims under various alternatives, including judicial appeal. The Company will continue to evaluate its potential liability with regard to these claims on a quarterly basis; however, it is not possible to predict the ultimate outcome of these tax-related disputes in Brazil. No loss provision has been recorded in the Company's Condensed Consolidated Financial Statements for the disputes described above because the loss contingency is not deemed probable, and the Company does not expect that any costs that are reasonably possible to be incurred by the Company in connection with Brazilian tax disputes would have a material adverse effect on the Company's financial condition, results of operations or cash flows.

#### **Asbestos Actions**

The Company is named as one of many defendants in legal actions in the U.S. alleging personal injury from exposure to airborne asbestos over the past several decades. In their suits, the plaintiffs have named as defendants, among others, many manufacturers, distributors and installers of numerous types of equipment or products that allegedly contained asbestos.

At June 30, 2024, there were approximately 17,000 pending asbestos personal injury actions filed against the Company. The vast majority of these actions were filed in the New York Supreme Court (New York County), of which the majority of such actions were on the Deferred/Inactive Docket created by the New York Supreme Court in December 2002 for all pending and future asbestos actions filed by persons who cannot demonstrate that they have a malignant condition or discernible physical impairment. A relatively small portion of cases are on the Active or In Extremis docket in New York County or on active dockets in other jurisdictions. The complaints in most of those actions generally follow a form that contains a standard demand of significant damages, regardless of the individual plaintiff's alleged medical condition, and without identifying any Company product.

The Company will continue to vigorously defend against such claims and is confident that it will be successful in doing so. The Company has never been a producer, manufacturer or processor of asbestos fibers. Any asbestos-containing part of a Company product used in the past was purchased from a supplier and the asbestos encapsulated in other materials such that airborne exposure, if it occurred, was not harmful and is not associated with the types of injuries alleged in the pending actions.

The Company has liability insurance coverage under various primary and excess policies that the Company believes will be available, if necessary, to substantially cover any liability that might ultimately be incurred in the asbestos actions referred to above. The costs and expenses of the asbestos actions are being paid by the Company's insurers.

In view of the persistence of asbestos litigation in the U.S., the Company expects to continue to receive additional claims in the future. The Company intends to continue its practice of vigorously defending these claims and cases. At June 30, 2024, the Company has successfully dismissed approximately 28,400 cases by stipulation or summary judgment prior to trial.

It is not possible to predict the ultimate outcome of asbestos-related actions in the U.S. due to the unpredictable nature of this litigation, and no loss provision has been recorded in the Company's Condensed Consolidated Financial Statements because a loss contingency is not deemed probable or estimable. Despite this uncertainty, and although results of operations and cash flows for a given period could be adversely affected by asbestos-related actions, the Company does not expect that any costs that are reasonably possible to be incurred by the Company in connection with asbestos litigation would have a material adverse effect on the Company's financial condition, results of operations or cash flows.

**Other**

On November 5, 2020, a worker suffered a fatal injury at a site owned by the Company's customer, Gerdau Ameristeel US, Inc. ("Gerdau"), in Midlothian, TX. Although the Company was not directly involved in the accident, the worker was employed by a sub-contractor of a sub-contractor of the Company. On May 11, 2023, the parties completed a formal settlement agreement, settling the claims brought by the worker's family. The Company paid its insurance deductible of \$ 5.0 million and has recorded an indemnification receivable from Gerdau for the recovery of certain losses based upon the contractual indemnity rights. On August 25, 2023, the Company initiated arbitration proceedings against Gerdau before the American Arbitration Association to enforce its contractual indemnity rights. There can be no assurances that the Company's position will ultimately prevail; however, any financial statement impact is not expected to be material.

The Company is subject to various other claims and legal proceedings covering a wide range of matters that arose in the ordinary course of business. In the opinion of management, all such matters are adequately covered by insurance or by established reserves, and, if not so covered, are without merit or are of such kind, or involve such amounts, as would not have a material adverse effect on the financial position, results of operations or cash flows of the Company.

Insurance liabilities are recorded when it is probable that a liability has been incurred for a particular event and the amount of loss associated with the event can be reasonably estimated. Insurance reserves have been estimated based primarily upon actuarial calculations and reflect the undiscounted estimated liabilities for ultimate losses, including claims incurred but not reported. Inherent in these estimates are assumptions that are based on the Company's history of claims and losses, a detailed analysis of existing claims with respect to potential value, and current legal and legislative trends. If actual claims differ from those projected by management, changes (either increases or decreases) to insurance reserves may be required and would be recorded through income in the period the change was determined. When a recognized liability has been determined to be covered by third-party insurance, the Company records an insurance claim receivable to reflect the covered liability. Insurance claim receivables are included in Other receivables on the Company's Condensed Consolidated Balance Sheets. See Note 1, Summary of Significant Accounting Policies in Part II, Item 8 Financial Statements and Supplementary Data in the Company's Annual Report on Form 10-K for the year ended December 31, 2023, under Accrued Insurance and Loss Reserves, for additional information.

**13. Reconciliation of Basic and Diluted Shares**

(In thousands, except per share amounts)	Three Months Ended		Six Months Ended	
	June 30		June 30	
	2024	2023	2024	2023
Income (loss) from continuing operations attributable to Envri Corporation common stockholders	<u><u>\$ (12,704)</u></u>	<u><u>\$ (10,499)</u></u>	<u><u>\$ (29,561)</u></u>	<u><u>\$ (18,876)</u></u>
Weighted-average shares outstanding:				
Weighted-average shares outstanding - basic	<u><u>80,146</u></u>	<u><u>79,816</u></u>	<u><u>80,045</u></u>	<u><u>79,725</u></u>
Dilutive effect of stock-based compensation	—	—	—	—
Weighted-average shares outstanding - diluted	<u><u>80,146</u></u>	<u><u>79,816</u></u>	<u><u>80,045</u></u>	<u><u>79,725</u></u>
Earnings (loss) from continuing operations per common share, attributable to Envri Corporation common stockholders:				
Basic	<u><u>\$ (0.16)</u></u>	<u><u>\$ (0.13)</u></u>	<u><u>\$ (0.37)</u></u>	<u><u>\$ (0.24)</u></u>
Diluted	<u><u>\$ (0.16)</u></u>	<u><u>\$ (0.13)</u></u>	<u><u>\$ (0.37)</u></u>	<u><u>\$ (0.24)</u></u>

The following average outstanding stock-based compensation units were not included in the computation of diluted earnings (loss) per share because the effect was either antidilutive or the market conditions for the performance share units were not met:

(In thousands)	Three Months Ended		Six Months Ended	
	June 30	2024	June 30	2024
Restricted stock units	1,657	1,023	1,672	1,012
Stock appreciation rights	2,786	2,429	2,837	2,451
Performance share units	1,844	1,411	1,862	1,402

**14. Derivative Instruments, Hedging Activities and Fair Value**

**Derivative Instruments and Hedging Activities**

The Company uses derivative instruments, including foreign currency exchange forward contracts and interest rate swaps to manage certain foreign currency and interest rate exposures. Derivative instruments are viewed as risk management tools by the Company and are not used for trading or speculative purposes. All derivative instruments are recorded on the Company's Condensed Consolidated Balance Sheets at fair value. The accounting for changes in the fair value of derivatives depends on the intended use of the derivative, whether the Company has elected to designate a derivative in a hedging relationship and apply hedge accounting and whether the hedging relationship has satisfied the criteria necessary to apply hedge accounting. Derivatives designated and qualifying as a hedge of the exposure to variability in expected future cash flows, or other types of forecasted transactions, are considered cash flow hedges. Hedge accounting generally provides for the matching of the timing of gain or loss recognition on the hedging instrument with the recognition of the earnings effect of the hedged forecasted transactions in a cash flow hedge. The Company may enter into derivative contracts that are intended to economically hedge certain of its risks, even though hedge accounting does not apply or the Company elects not to apply hedge accounting.

The Company primarily applies the market approach for recurring fair value measurements and endeavors to utilize the best available information. Accordingly, the Company utilizes valuation techniques that maximize the use of observable inputs, such as forward rates, interest rates, the Company's credit risk and counterparties' credit risks, and which minimize the use of unobservable inputs. The Company is able to classify fair value balances based on the ability to observe those inputs. Foreign currency exchange forward contracts and interest rate swaps are based upon pricing models using market-based inputs (Level 2). Model inputs can be verified and valuation techniques do not involve significant management judgment.

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The fair value of outstanding derivative contracts recorded as assets and liabilities on the Company's Condensed Consolidated Balance Sheets was as follows:

(In thousands)	Balance Sheet Location	Fair Value of Derivatives Designated as Hedging Instruments	Fair Value of Derivatives Not Designated as Hedging Instruments	Total Fair Value
<b>June 30, 2024</b>				
<b>Asset derivatives (Level 2):</b>				
Foreign currency exchange forward contracts				
Interest rate swaps	Other current assets	\$ 150	\$ 7,000	\$ 7,150
Interest rate swaps	Other assets	32	—	32
Total		<u>\$ 2,373</u>	<u>\$ 7,000</u>	<u>\$ 9,373</u>
<b>Liability derivatives (Level 2):</b>				
Foreign currency exchange forward contracts				
Interest rate swaps	Other current liabilities	\$ 337	\$ 1,828	\$ 2,165
Total	Other liabilities	4	—	4
		<u>\$ 341</u>	<u>\$ 1,828</u>	<u>\$ 2,169</u>
<b>December 31, 2023</b>				
<b>Asset derivatives (Level 2):</b>				
Foreign currency exchange forward contracts				
Interest rate swaps	Other current assets	\$ 77	\$ 1,597	\$ 1,674
Total		<u>\$ 1,520</u>	<u>\$ 1,597</u>	<u>\$ 3,117</u>
<b>Liability derivatives (Level 2):</b>				
Foreign currency exchange forward contracts				
Interest rate swaps	Other current liabilities	\$ 561	\$ 8,064	\$ 8,625
Total	Other liabilities	2,150	—	2,150
		<u>\$ 2,711</u>	<u>\$ 8,064</u>	<u>\$ 10,775</u>

All of the Company's derivatives are recorded on the Condensed Consolidated Balance Sheets at gross amounts and do not offset. All of the Company's interest rate swaps and certain foreign currency exchange forward contracts are transacted under ISDA documentation. Each ISDA master agreement permits the net settlement of amounts owed in the event of default. The Company's derivative assets and liabilities subject to enforceable master netting arrangements, if offset, would have resulted in a net asset of \$ 1.1 million and a net liability of \$ 0.5 million at June 30, 2024 and December 31, 2023, respectively.

The effect of derivative instruments on the Company's Condensed Consolidated Statements of Comprehensive Income (Loss) was as follows:

**Derivatives Designated as Hedging**

(In thousands)	Gain (Loss) Recognized in OCI on Derivatives		Loss (Gain) Reclassified from AOCI into Income - Effective Portion or Equity	
	Three Months Ended		Three Months Ended	
	June 30	June 30	June 30	June 30
Foreign currency exchange forward contracts	\$ 27	\$ (438)	\$ (93)	\$ 866
Interest rate swaps	1,097	6,152	(871)	(617)
	<u>\$ 1,124</u>	<u>\$ 5,714</u>	<u>\$ (964)</u>	<u>\$ 249</u>

(In thousands)	Gain (Loss) Recognized in OCI on Derivatives		Loss (Gain) Reclassified from AOCI into Income - Effective Portion or Equity	
	Six Months Ended		Six Months Ended	
	June 30	June 30	June 30	June 30
Foreign currency exchange forward contracts	\$ 250	\$ (1,121)	\$ (497)	\$ 1,277
Interest rate swaps	4,678	3,265	(1,753)	(865)
	<u>\$ 4,928</u>	<u>\$ 2,144</u>	<u>\$ (2,250)</u>	<u>\$ 412</u>



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The location and amount of gain (loss) recognized on the Company's Condensed Consolidated Statements of Operations was as follows:

(In thousands)	Three Months Ended			
	June 30			
	2024	2023	Product Revenues	Interest Expense
Total amounts in the Condensed Consolidated Statement of Operations in which the effects of derivatives designated as hedging instruments are recorded	\$ 104,710	\$ ( 27,934 )	\$ 127,053	\$ ( 26,409 )
<b>Interest rate swaps:</b>				
Gain or (loss) reclassified from AOCI into income	—	871	—	617
<b>Foreign exchange contracts:</b>				
Gain or (loss) reclassified from AOCI into income	93	—	( 866 )	—
Six Months Ended				
June 30				
(In thousands)	2024			
	Product Revenues	Interest Expense	Product Revenues	Interest Expense
	\$ 205,873	\$ ( 56,056 )	\$ 226,198	\$ ( 51,404 )
<b>Interest rate swaps:</b>				
Gain or (loss) reclassified from AOCI into income	—	1,753	—	865
<b>Foreign exchange contracts:</b>				
Gain or (loss) reclassified from AOCI into income	497	—	( 1,277 )	—

**Derivatives Not Designated as Hedging Instruments**

(In thousands)	Location of Gain (Loss) Recognized in Income on Derivatives (a)	Amount of Gain (Loss) Recognized in Income on Derivatives (a)			
		Three Months Ended		Six Months Ended	
		June 30	2024	June 30	2024
Foreign currency exchange forward contracts	Cost of services and products sold	\$ 2,311	\$ 4,862	\$ 12,225	\$ 1,565

(a) These gains (losses) offset other amounts recognized in cost of services and products sold principally as a result of intercompany or third party foreign currency exposures.

**Foreign Currency Exchange Forward Contracts**

The Company conducts business in multiple currencies and, accordingly, is subject to the inherent risks associated with foreign exchange rate movements. Foreign currency-denominated assets and liabilities are translated into U.S. dollars at the exchange rates existing at the respective consolidated balance sheet dates, and income and expense items are translated at the average exchange rates during the respective periods.

The Company uses derivative instruments to hedge cash flows related to foreign currency fluctuations. Foreign currency exchange forward contracts outstanding are part of a worldwide program to minimize foreign currency exchange operating income and balance sheet exposure by offsetting foreign currency exposures of certain future payments between the Company and various subsidiaries, suppliers or customers. The unsecured contracts are with major financial institutions. The Company may be exposed to credit loss in the event of non-performance by the contract counterparties. The Company evaluates the creditworthiness of the counterparties and does not expect default by them. Foreign currency exchange forward contracts are used to hedge commitments, such as foreign currency debt, firm purchase commitments and foreign currency cash flows for certain export sales transactions.

Changes in the fair value of derivatives used to hedge foreign currency denominated balance sheet items are reported directly in earnings, along with offsetting transaction gains and losses on the items being hedged. Derivatives used to hedge forecasted cash flows associated with foreign currency commitments may be accounted for as cash flow hedges, as deemed appropriate, if the criteria for hedge accounting are met. Gains and losses on derivatives designated as cash flow hedges are deferred in AOCI, a separate component of equity, and reclassified to earnings in a manner that matches the timing of the earnings impact of the hedged transactions. The ineffective portion of all hedges, if any, is recognized currently in earnings.

The recognized gains and losses offset amounts recognized in cost of services and products sold principally as a result of intercompany or third-party foreign currency exposures. At June 30, 2024 and December 31, 2023, the notional amounts of foreign currency exchange forward contracts were \$ 595.9 million and \$ 633.3 million, respectively. These contracts are primarily denominated in British Pound Sterling and Euros and mature through 2026.

In addition to foreign currency exchange forward contracts, the Company designates certain loans as hedges of net investments in international subsidiaries. The Company recorded pre-tax net gains of \$ 0.5 million and \$ 1.1 million for the three months ended June 30, 2024 and June 30, 2023, respectively, and \$ 1.2 million and \$ 1.5 million for the six months ended June 30, 2024 and June 30, 2023, respectively, in OCI.

#### **Interest Rate Swaps**

The Company uses interest rate swaps in conjunction with certain variable rate debt issuances in order to secure a fixed interest rate. Changes in the fair value attributed to the effect of the swaps' interest spread and changes in the credit worthiness of the counter-parties are recorded in OCI and are reclassified into income as interest payments are made.

In the first quarter of 2023, the Company entered into a series of interest rate swaps with a scheduled maturity of December 2025. The swaps have the effect of converting \$ 300.0 million of the New Term Loan from a floating interest rate to a fixed interest rate and are classified as cash flow hedges. The fixed rates provided by these swaps, ranging from 4.16 % to 4.21 %, replace the adjusted SOFR rate in the interest calculation.

#### **Fair Value of Other Financial Instruments**

The carrying amounts of cash and cash equivalents, accounts receivable, accounts payable, accrued liabilities and short-term borrowings approximate fair value due to the short-term maturities of these assets and liabilities. At June 30, 2024 and December 31, 2023, the total fair value of long-term debt and current maturities, excluding deferred financing costs, was \$ 1,420.8 million and \$ 1,394.5 million, respectively, compared with a carrying value of \$ 1,445.9 million and \$ 1,429.0 million, respectively. Fair values for debt are based on pricing models using market-based inputs (Level 2) for similar issues or on the current rates offered to the Company for debt of the same remaining maturities.

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**15. Review of Operations by Segment**

(In thousands)	Three Months Ended		Six Months Ended	
	June 30		June 30	
	2024	2023	2024	2023
<b>Revenues</b>				
Harsco Environmental	\$ 292,929	\$ 289,593	\$ 592,048	\$ 562,782
Clean Earth	<b>236,105</b>	230,575	<b>462,135</b>	453,039
Harsco Rail	80,959	88,848	156,127	153,900
<b>Total Revenues</b>	<b><u>609,993</u></b>	<u>609,016</u>	<b><u>1,210,310</u></b>	<u>1,169,721</u>
<b>Operating Income (Loss) from Continuing Operations</b>				
Harsco Environmental	\$ 20,286	\$ 12,733	\$ 39,874	\$ 35,018
Clean Earth	<b>23,882</b>	23,034	<b>44,475</b>	39,505
Harsco Rail	( 3,089 )	8,924	( 12,150 )	11,269
Corporate	( 9,824 )	( 11,004 )	( 15,131 )	( 20,190 )
<b>Total Operating Income (Loss) from Continuing Operations</b>	<b><u>31,255</u></b>	<u>33,687</u>	<b><u>57,068</u></b>	<u>65,602</u>
<b>Depreciation</b>				
Harsco Environmental	\$ 27,450	\$ 28,354	\$ 56,239	\$ 55,914
Clean Earth	<b>8,249</b>	5,547	<b>15,662</b>	10,474
Harsco Rail	1,023	—	1,384	—
Corporate	304	556	661	1,108
<b>Total Depreciation</b>	<b><u>37,026</u></b>	<u>34,457</u>	<b><u>73,946</u></b>	<u>67,496</u>
<b>Amortization</b>				
Harsco Environmental	\$ 975	\$ 1,008	\$ 1,993	\$ 2,007
Clean Earth	<b>5,989</b>	6,113	<b>12,156</b>	12,142
Harsco Rail	67	—	89	—
Corporate (a)	975	946	1,942	1,883
<b>Total Amortization</b>	<b><u>8,006</u></b>	<u>8,067</u>	<b><u>16,180</u></b>	<u>16,032</u>
<b>Capital Expenditures</b>				
Harsco Environmental	\$ 24,216	\$ 38,540	\$ 44,769	\$ 55,091
Clean Earth	<b>8,730</b>	4,974	<b>14,064</b>	9,804
Harsco Rail	622	571	1,587	1,236
Corporate	71	110	100	210
<b>Total Capital Expenditures</b>	<b><u>33,639</u></b>	<u>44,195</u>	<b><u>60,520</u></b>	<u>66,341</u>

(a) Amortization expense on Corporate relates to the amortization of deferred financing costs.

**Reconciliation of Segment Operating Income to Income (Loss) From Continuing Operations before Income Taxes and Equity Income**

(In thousands)	Three Months Ended		Six Months Ended	
	June 30		June 30	
	2024	2023	2024	2023
<b>Segment operating income (loss)</b>				
Segment operating income (loss)	\$ 41,079	\$ 44,691	\$ 72,199	\$ 85,792
General Corporate expense	( 9,824 )	( 11,004 )	( 15,131 )	( 20,190 )
<b>Operating income (loss) from continuing operations</b>	<b><u>31,255</u></b>	<u>33,687</u>	<b><u>57,068</u></b>	<u>65,602</u>
Interest income	3,435	1,594	5,132	3,074
Interest expense	( 27,934 )	( 26,409 )	( 56,056 )	( 51,404 )
Facility fees and debt-related income (expense)	( 2,920 )	( 2,730 )	( 5,709 )	( 5,093 )
Defined benefit pension income (expense)	( 4,166 )	( 5,400 )	( 8,342 )	( 10,729 )
<b>Income (loss) from continuing operations before income taxes and equity income</b>	<b><u>( 330 )</u></b>	<u>742</u>	<b><u>( 7,907 )</u></b>	<u>1,450</u>

**16. Revenues**

The Company recognizes revenues to depict the transfer of promised services and products to customers in an amount that reflects the consideration the Company expects to receive in exchange for those services and products. Service revenues include CE and the service components of HE and Rail. Product revenues include portions of HE and Rail.



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A summary of the Company's revenues by primary geographical markets as well as by key product and service groups is as follows:

(In thousands)	Three Months Ended				
	June 30, 2024				
	Harsco Environmental Segment	Clean Earth Segment	Harsco Rail Segment	Consolidated Totals	
<b>Primary Geographical Markets (a):</b>					
North America	\$ 84,027	\$ 236,105	\$ 53,044	\$ 373,176	
Western Europe	109,620	—	18,652	128,272	
Latin America (b)	41,280	—	1,918	43,198	
Asia-Pacific	28,345	—	7,345	35,690	
Middle East and Africa	25,182	—	—	25,182	
Eastern Europe	4,475	—	—	4,475	
<b>Total Revenues</b>	<b>\$ 292,929</b>	<b>\$ 236,105</b>	<b>\$ 80,959</b>	<b>\$ 609,993</b>	

<b>Key Product and Service Groups:</b>							
Environmental services related to resource recovery for metals							
manufacturing and related logistical services		\$ 253,685	\$ —	\$ —	\$ —	\$ 253,685	
Ecoproducts		34,263	—	—	—	34,263	
Environmental systems for aluminum dross and scrap processing		4,981	—	—	—	4,981	
Railway track maintenance equipment		—	—	—	30,517	30,517	
After market parts and services; safety and diagnostic technology		—	—	—	35,131	35,131	
Railway contracting services		—	—	—	15,311	15,311	
Hazardous waste processing solutions		—	194,874	—	—	194,874	
Soil and dredged materials processing and reuse solutions		—	41,231	—	—	41,231	
<b>Total Revenues</b>		<b>\$ 292,929</b>	<b>\$ 236,105</b>	<b>\$ 80,959</b>	<b>\$ 609,993</b>		

(In thousands)	Three Months Ended				
	June 30, 2023				
	Harsco Environmental Segment	Clean Earth Segment	Harsco Rail Segment	Consolidated Totals	
<b>Primary Geographical Markets (a):</b>					
North America	\$ 81,616	\$ 230,575	\$ 69,450	\$ 381,641	
Western Europe	107,318	—	11,377	118,695	
Latin America (b)	42,180	—	561	42,741	
Asia-Pacific	32,339	—	7,460	39,799	
Middle East and Africa	21,117	—	—	21,117	
Eastern Europe	5,023	—	—	5,023	
<b>Total Revenues</b>	<b>\$ 289,593</b>	<b>\$ 230,575</b>	<b>\$ 88,848</b>	<b>\$ 609,016</b>	

<b>Key Product and Service Groups:</b>							
Environmental services related to resource recovery for metals manufacturing and related logistical services							
	\$	242,638	\$	—	\$	—	\$ 242,638
Ecoproducts		40,504		—		—	40,504
Environmental systems for aluminum dross and scrap processing		6,451		—		—	6,451
Railway track maintenance equipment		—		—		44,796	44,796
After market parts and services; safety and diagnostic technology		—		—		34,530	34,530
Railway contracting services		—		—		9,522	9,522
Hazardous waste processing solutions		—		197,506		—	197,506
Soil and dredged materials processing and reuse solutions		—		33,069		—	33,069
<b>Total Revenues</b>	\$	<b>289,593</b>	\$	<b>230,575</b>	\$	<b>88,848</b>	\$ <b>609,016</b>

(In thousands)	Six Months Ended			
	June 30, 2024			
	Harsco Environmental Segment	Clean Earth Segment	Harsco Rail Segment	Consolidated Totals
<b>Primary Geographical Markets (a):</b>				
North America	\$ 168,235	\$ 462,135	\$ 97,475	\$ 727,847
Western Europe	\$ 219,895	—	\$ 40,024	\$ 259,919
Latin America (b)	\$ 84,201	—	\$ 2,958	\$ 87,159
Asia-Pacific	\$ 57,260	—	\$ 15,670	\$ 72,930
Middle East and Africa	\$ 53,531	—	—	\$ 53,531
Eastern Europe	\$ 8,924	—	—	\$ 8,924
Total Revenues	\$ 592,048	\$ 462,135	\$ 156,125	\$ 1,210,310
<b>Key Product and Service Groups:</b>				
Environmental services related to resource recovery for metals				
Manufacturing and related logistical services	\$ 511,813	—	—	\$ 511,813
Ecoproducts	\$ 70,527	—	—	\$ 70,527
Environmental systems for aluminum dross and scrap processing	\$ 9,708	—	—	\$ 9,708
Railway track maintenance equipment	—	—	\$ 60,436	\$ 60,436
After-market parts and services; safety and diagnostic technology	—	—	\$ 66,007	\$ 66,007
Railway contracting services	—	—	\$ 29,684	\$ 29,684
Hazardous waste processing solutions	—	\$ 386,784	—	\$ 386,784
Soil and dredged materials processing and reuse solutions	—	\$ 75,351	—	\$ 75,351
Total Revenues	\$ 592,048	\$ 462,135	\$ 156,125	\$ 1,210,310
Six Months Ended				
June 30, 2023				
(In thousands)	Harsco			
	Environmental Segment	Clean Earth Segment	Harsco Rail Segment	Consolidated Totals
<b>Primary Geographical Markets (a):</b>				
North America	\$ 160,089	\$ 453,039	\$ 113,612	\$ 726,740
Western Europe	\$ 208,704	—	\$ 24,564	\$ 233,268
Latin America (b)	\$ 83,135	—	\$ 1,165	\$ 84,300
Asia-Pacific	\$ 61,300	—	\$ 14,559	\$ 75,859
Middle East and Africa	\$ 39,522	—	—	\$ 39,522
Eastern Europe	\$ 10,032	—	—	\$ 10,032
Total Revenues	\$ 562,782	\$ 453,039	\$ 153,900	\$ 1,169,721
<b>Key Product and Service Groups:</b>				
Environmental services related to resource recovery for metals				
Manufacturing and related logistical services	\$ 471,999	—	\$ 471,999	
Ecoproducts	\$ 78,906	—	—	\$ 78,906
Environmental systems for aluminum dross and scrap processing	\$ 11,877	—	—	\$ 11,877
Railway track maintenance equipment	—	—	\$ 74,240	\$ 74,240
After-market parts and services; safety and diagnostic technology	—	—	\$ 62,323	\$ 62,323
Railway contracting services	—	—	\$ 17,337	\$ 17,337
Hazardous waste processing solutions	—	\$ 383,618	—	\$ 383,618
Soil and dredged materials processing and reuse solutions	—	\$ 69,421	—	\$ 69,421
Total Revenues	\$ 562,782	\$ 453,039	\$ 153,900	\$ 1,169,721

(a) Revenues are attributed to individual countries based on the location of the facility generating the revenue.

(b) Includes Mexico.

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The Company may receive payments in advance of earning revenue (advances on contracts), which are included in Current portion of advances on contracts and Other liabilities on the Condensed Consolidated Balance Sheets. The Company may recognize revenue in advance of being able to contractually invoice the customer (contract assets), which is included in Current portion of contract assets and Other assets on the Condensed Consolidated Balance Sheets. Contract assets are transferred to Trade accounts receivable, net, when the right to payment becomes unconditional. Contract assets and advances on contracts are reported as a net position, on a contract-by-contract basis, at the end of each reporting period. These instances are primarily related to Rail.

The Company had contract assets totaling \$ 99.4 million and \$ 86.9 million at June 30, 2024 and December 31, 2023, respectively. The Company had advances on contracts totaling \$ 30.5 million and \$ 38.6 million at June 30, 2024 and December 31, 2023, respectively. During the three and six months ended June 30, 2024, the Company recognized \$ 9.8 million and \$ 20.5 million of revenue related to amounts previously included in advances on contracts. During the three and six months ended June 30, 2023, the Company recognized revenues of \$ 10.9 million and \$ 22.5 million, respectively, related to amounts previously included in advances on contracts.

At June 30, 2024, HE had remaining, fixed, unsatisfied performance obligations where the expected contract duration exceeds one year totaling \$ 77.0 million. Of this amount, \$ 21.6 million is expected to be fulfilled by June 30, 2025, \$ 18.9 million by June 30, 2026, \$ 14.5 million by June 30, 2027, \$ 11.6 million by June 30, 2028 and the remainder thereafter. These amounts exclude any variable fees, fixed fees subject to indexation and any performance obligations expected to be satisfied within one year.

At June 30, 2024, Rail had remaining, fixed, unsatisfied performance obligations where the expected contract duration exceeds one year totaling \$ 128.7 million. Of this amount, \$ 60.7 million is expected to be fulfilled by June 30, 2025, \$ 34.2 million by June 30, 2026, \$ 21.8 million by June 30, 2027, \$ 8.0 million by June 30, 2028 and the remainder thereafter. These amounts exclude any variable fees, fixed fees subject to indexation and any performance obligations expected to be satisfied within one year.

Rail is currently manufacturing highly-engineered equipment under large long-term fixed-price contracts with SBB, Network Rail, and Deutsche Bahn. As previously disclosed, the Company recognized estimated forward loss provisions in 2021, 2022 and 2023 related to these contracts due to several factors, such as material and labor cost inflation, supply chain delays, the bankruptcy of a key vendor and increased engineering efforts.

For the Network Rail contract, the Company recorded an additional loss provision of \$ 2.0 million in the second quarter of 2024, primarily related to costs for redesign and increased manufacturing costs. During the second quarter of 2023, the Company reversed a portion of its previous estimated loss provision adjustment in the amount of \$ 23.6 million. The favorable adjustment was the result of an amendment to the contract with Network Rail which extended the delivery schedule for the machines and reduced the estimate of liquidated damages. The majority of the reduction in liquidated damages was recorded as an increase to revenue and contract assets. Partially offsetting this were higher estimated material, engineering and labor costs due to additional experience gained during the manufacturing process.

For the Deutsche Bahn contract, the Company recorded an additional loss provision of \$ 7.2 million in the second quarter of 2024, related to supplier price increases, challenges with supplier quality on key components and increased engineering efforts that exceeded previous estimates. During the second quarter of 2023, the Company recorded an additional forward loss provision of \$ 8.4 million. This loss provision was due to increased costs related to a critical supplier that had filed for bankruptcy in 2022 and ceased operations during the second quarter of 2023, as well as an increase in estimated component costs and engineering costs.

For the SBB contract, a \$ 0.2 million provision was recognized in the six months ended June 30, 2024. In the second quarter of 2023, the company recorded an additional forward loss provision of \$ 6.1 million, due to increased costs related to increased estimates for material, engineering and commissioning costs for the remaining vehicles.

The estimated forward loss provisions represent the Company's best estimate based on currently available information. It is possible that the Company's overall estimate of liquidated damages, penalties and costs to complete these contracts may change, which could result in an additional estimated forward loss provision at such time that could be material. The Company will continue to update its estimates to complete these contracts, which will include the effect of negotiations with the customers regarding price increases, change orders and extensions to delivery schedules.

As of June 30, 2024, the contracts with Network Rail, Deutsche Bahn and SBB are 62 %, 44 % and 89 % complete, respectively, based on costs incurred.

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The Company provides assurance type warranties primarily for product sales at Rail. These warranties are typically not priced or negotiated separately (there is no option to separately purchase the warranty) or the warranty does not provide customers with a service in addition to the assurance that the product complies with agreed-upon specifications. Accordingly, such warranties do not represent separate performance obligations.

**17. Other (Income) Expenses, Net**

The major components of this Condensed Consolidated Statements of Operations caption were as follows:

(In thousands)	Three Months Ended				Six Months Ended	
	June 30		June 30		June 30	
	2024	2023	2024	2023	2024	2023
Employee termination benefit costs	\$ 4,228	\$ 193	\$ 4,610	\$ 167		
Other costs (income) for exit activities <sup>(a)</sup>	339	( 1,760 )	887	( 7,488 )		
Impaired asset write-downs	4,612	—	4,612	—		
Gain on sale of business	( 1,877 )	—	( 1,877 )	—		
Net gains on sale of assets	( 179 )	—	( 3,549 )	( 230 )		
Other	—	298	—	634		
<b>Other (income) expenses, net</b>	<b>\$ 7,123</b>	<b>\$ ( 1,269 )</b>	<b>\$ 4,683</b>	<b>\$ ( 6,917 )</b>		

(a) The three and six months ended June 30, 2023 included a \$ 3.0 million and \$ 9.8 million net gain recognized related to a lease modification that resulted in lease incentive for the Company to relocate an HE site prior to the end of the expected lease term.

**18. Components of Accumulated Other Comprehensive Loss**

AOCL is included on the Condensed Consolidated Statements of Stockholders' Equity. The components of AOCL, net of the effect of income taxes, and activity for the six months ended June 30, 2023 and 2024 were as follows:

(In thousands)	Components of AOCL, Net of Tax				
	Effective				
	Cumulative Foreign Exchange Translation Adjustments	Portion of Derivatives Designated as Hedging Instruments	Cumulative Unrecognized Actuarial Losses on Pension Obligations	Unrealized Gain (Loss) on Marketable Securities	Total
Balance at December 31, 2022	\$ ( 213,104 )	\$ 157	\$ ( 354,699 )	\$ 10	\$ ( 567,636 )
OCI before reclassifications	23,035 <sup>(a)</sup>	1,554 <sup>(b)</sup>	( 12,405 ) <sup>(a)</sup>	6	12,190
Amounts reclassified from AOCL, net of tax	—	320	9,043	—	9,363
Total OCI	23,035	1,874	( 3,362 )	6	21,553
Less: OCI attributable to noncontrolling interests	1,477	—	—	—	1,477
OCI attributable to Envri Corporation	24,512	1,874	( 3,362 )	6	23,030
<b>Balance at June 30, 2023</b>	<b>\$ ( 188,592 )</b>	<b>\$ 2,031</b>	<b>\$ ( 358,061 )</b>	<b>\$ 16</b>	<b>\$ ( 544,606 )</b>

(In thousands)	Components of AOCL, Net of Tax				
	Effective				
	Cumulative Foreign Exchange Translation Adjustments	Portion of Derivatives Designated as Hedging Instruments	Cumulative Unrecognized Actuarial Losses on Pension Obligations	Unrealized Gain (Loss) on Marketable Securities	Total
Balance at December 31, 2023	\$ ( 183,499 )	\$ ( 470 )	\$ ( 355,740 )	\$ 15	\$ ( 539,694 )
OCI before reclassifications	( 27,340 ) <sup>(a)</sup>	3,712 <sup>(b)</sup>	2,058 <sup>(a)</sup>	( 3 )	( 21,573 )
Amounts reclassified from AOCL, net of tax	—	( 1,721 )	9,395	—	7,674
Total OCI	( 27,340 )	1,991	11,453	( 3 )	( 13,899 )
Less: OCI attributable to noncontrolling interests	1,045	—	—	—	1,045
OCI attributable to Envri Corporation	( 26,295 )	1,991	11,453	( 3 )	( 12,854 )
<b>Balance at June 30, 2024</b>	<b>\$ ( 209,794 )</b>	<b>\$ 1,521</b>	<b>\$ ( 344,287 )</b>	<b>\$ 12</b>	<b>\$ ( 552,548 )</b>

(a) Principally foreign currency fluctuation.

(b) Net change from periodic revaluations.



Amounts reclassified from AOCI were as follows:

(In thousands)	Three Months Ended		Six Months Ended		Location on the Condensed Consolidated Statements of Operations	
	June 30		June 30			
	2024	2023	2024	2023		
<b>Amortization of cash flow hedging instruments:</b>						
Foreign currency exchange forward contracts	\$ (93)	\$ 866	\$ (497)	\$ 1,277	Product revenues	
Interest rate swaps	(871)	(617)	(1,753)	(865)	Interest expense	
Total before taxes	(964)	249	(2,250)	412		
Income taxes	245	(53)	529	(92)		
Total reclassification of cash flow hedging instruments, net of tax	<u>\$ (719)</u>	<u>\$ 196</u>	<u>\$ (1,721)</u>	<u>\$ 320</u>		
<b>Amortization of defined benefit pension items (c):</b>						
Actuarial losses	\$ 4,839	\$ 4,729	\$ 9,685	\$ 9,399	Defined benefit pension income (expense)	
Prior service costs	117	115	235	229	Defined benefit pension income (expense)	
Total before taxes	4,956	4,844	9,920	9,628		
Income taxes	(262)	(293)	(525)	(585)		
Total reclassification of defined benefit pension items, net of tax	<u>\$ 4,694</u>	<u>\$ 4,551</u>	<u>\$ 9,395</u>	<u>\$ 9,043</u>		

(c) These AOCI components are included in the computation of net periodic pension costs. See Note 10, Employee Benefit Plans, for additional details.

## **ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

The following discussion should be read in conjunction with the accompanying unaudited condensed consolidated financial statements as well as the audited consolidated financial statements of the Company, including the notes thereto, included in the Company's Annual Report on Form 10-K for the year ended December 31, 2023 which includes additional information about the Company's critical accounting policies, contractual obligations, practices and the transactions that support the financial results, and provides a more comprehensive summary of the Company's outlook, trends and strategies for 2024 and beyond.

### **Forward-Looking Statements**

The nature of the Company's business, together with the number of countries in which it operates, subject it to changing economic, competitive, regulatory and technological conditions, risks and uncertainties. In accordance with the "safe harbor" provisions of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 (the "Exchange Act"), the Company provides the following cautionary remarks regarding important factors that, among others, could cause future results to differ materially from the results contemplated by forward-looking statements, including the expectations and assumptions expressed or implied herein. Forward-looking statements contained herein could include, among other things, statements about management's confidence in and strategies for performance; expectations for new and existing products, technologies and opportunities and expectations regarding growth, sales, cash flows, and earnings. Forward-looking statements can be identified by the use of such terms as "may," "could," "expect," "anticipate," "intend," "believe," "likely," "estimate," "outlook," "plan," "contemplate," "project", "target" or other comparable terms.

Factors that could cause actual results to differ, perhaps materially, from those implied by forward-looking statements include, but are not limited to:

- (1) the Company's ability to successfully enter into new contracts and complete new acquisitions, divestitures, or strategic ventures in the time-frame contemplated or at all, including the Company's ability to divest the Rail business in the future;
- (2) the Company's inability to comply with applicable environmental laws and regulations;
- (3) the Company's inability to obtain, renew, or maintain compliance with its operating permits or license agreements;
- (4) various economic, business, and regulatory risks associated with the waste management industry;
- (5) the seasonal nature of the Company's business;
- (6) risks caused by customer concentration, the long-term nature of customer contracts, and the competitive nature of the industries in which the Company operates;

- (7) the outcome of any disputes with customers, contractors and subcontractors;
- (8) the financial condition of the Company's customers, including the ability of customers (especially those that may be highly leveraged or have inadequate liquidity) to maintain their credit availability;
- (9) higher than expected claims under the Company's insurance policies, or losses that are uninsurable or that exceed existing insurance coverage;
- (10) market and competitive changes, including pricing pressures, market demand and acceptance for new products, services and technologies; changes in currency exchange rates, interest rates, commodity and fuel costs and capital costs;
- (11) the Company's ability to negotiate, complete, and integrate strategic transactions and joint ventures with strategic partners;
- (12) the Company's ability to effectively retain key management and employees, including due to unanticipated changes to demand for the Company's services, disruptions associated with labor disputes, and increased operating costs associated with union organizations;
- (13) the Company's inability or failure to protect its intellectual property rights from infringement in one or more of the many countries in which the Company operates;
- (14) failure to effectively prevent, detect or recover from breaches in the Company's cybersecurity infrastructure;
- (15) changes in the worldwide business environment in which the Company operates, including changes in general economic and industry conditions and cyclical slowdowns;
- (16) fluctuations in exchange rates between the U.S. dollar and other currencies in which the Company conducts business;
- (17) unforeseen business disruptions in one or more of the many countries in which the Company operates due to changes in economic conditions, changes in governmental laws and regulations, including environmental, occupational health and safety, tax and import tariff standards and amounts; political instability, civil disobedience, armed hostilities, public health issues or other calamities;
- (18) liability for and implementation of environmental remediation matters;
- (19) product liability and warranty claims associated with the Company's operations;
- (20) the Company's ability to comply with financial covenants and obligations to financial counterparties;
- (21) the Company's outstanding indebtedness and exposure to derivative financial instruments that may be impacted by, among other factors, changes in interest rates;
- (22) tax liabilities and changes in tax laws;
- (23) changes in the performance of equity and bond markets that could affect, among other things, the valuation of the assets in the Company's pension plans and the accounting for pension assets, liabilities and expenses;
- (24) risk and uncertainty associated with intangible assets; and
- (25) the other risk factors listed from time to time in the Company's SEC reports.

A further discussion of these, along with other potential risk factors, can be found in Part II, Item 1A, "Risk Factors," below, as well as in Part I, Item 1A, "Risk Factors," of the Company's Annual Report on Form 10-K for the year ended December 31, 2023. The Company cautions that these factors may not be exhaustive and that many of these factors are beyond the Company's ability to control or predict. Accordingly, forward-looking statements should not be relied upon as a prediction of actual results. The Company undertakes no duty to update forward-looking statements except as may be required by law.

## Executive Overview

The Company is a market-leading, global provider of environmental solutions for industrial, retail and medical waste streams. The name and brand identity of Enviri reflect the Company's transformation over the past four years into an environmental solutions company that provides services to manage, recycle and beneficially reuse waste and byproduct materials across many industries. The Company has locations in approximately 30 countries, including the U.S. The Company was incorporated in 1956.

The Company's operations consist of three reportable segments: Harsco Environmental, Clean Earth and Harsco Rail. HE operates primarily under long-term contracts, providing critical environmental services and material processing to the global steel and metals industries, including zero waste solutions for manufacturing byproducts within the metals industry. CE provides specialty waste processing, treatment, recycling and beneficial reuse solutions for customers in the industrial, retail, healthcare and construction industries across a variety of waste needs, including hazardous, non-hazardous and contaminated soils and dredged materials. Rail is a provider of highly engineered maintenance equipment, after-market parts and safety and diagnostic systems and contracting solutions, which support railroad and transit customers worldwide.

The Company's Consolidated Financial Statements previously included the operating results of Rail as discontinued operations in the Consolidated Statements of Operations and the carrying value of the assets and liabilities of Rail were previously classified as Assets held-for-sale and Liabilities of assets held-for sale on the Consolidated Balance Sheets. However, since the sales process was paused and the held-for-sale criteria were no longer met as of March 31, 2024, Rail's operating results have been reclassified to continuing operations in the Consolidated Statements of Operations and its assets and liabilities have been reclassified to held-and-used in the Consolidated Balance Sheets for all periods presented.

The Company maintains a positive outlook across its businesses supported by favorable underlying growth characteristics in its businesses and investments by the Company to further supplement growth. The Company's view for 2024 and beyond is supported by the below factors, which should be considered in the context of other risks, trends and strategies in the Company's Annual Report on Form 10-K for the year ended December 31, 2023.

- HE: 2024 operating results are expected to be comparable with 2023 results, as positive impacts from higher service pricing, net of inflation, as well as operational improvement initiatives and higher environmental services demand at certain sites, including those linked to growth investments and new contracts, are expected to be offset by the impacts of lower commodity prices, the impact of foreign currency, a decrease in demand for certain downstream products, the sale of certain operating businesses, including Performix Metallurgical Additives, LLC, and site exits or closures. The global steel market has experienced a period of volatility in the recent past due to the Russia-Ukraine conflict and the resulting energy crisis in Europe, as well as inventory management through the steel industry supply-chain and a change to the economic conditions due to rising interest rates. Underlying business conditions appear to have stabilized and these external factors are not anticipated to have a material impact on performance throughout the year. Over the longer term, the Company expects HE to grow as a result of economic growth that supports higher global steel consumption, as well as investments and innovation that support the environmental solutions needs of customers.
- CE: 2024 operating results are anticipated to improve, compared to 2023, as a result of higher services pricing, net of inflation, cost and operational improvements and an increase in environmental services demand across certain end-markets. These benefits will offset against certain favorable items, including the settlement of a pricing dispute with a customer, that occurred in 2023 and are not expected to repeat in 2024. Longer-term, the Company expects this segment to benefit from positive underlying market trends, supported by increased environmental regulation, further growth opportunities, lower-than-peer capital requirements and its attractive asset position, as well as from the less cyclical and more recurring nature of this business.
- Rail: 2024 operating results, exclusive of the Remeasurement of long-lived asset charge and the estimated forward loss provisions for the Network Rail, Deutsche Bahn and SBB contracts, are expected to improve from the prior year, as a result of higher global demand for rail maintenance equipment, technology products and maintenance services. These benefits will be partially offset by lower contributions from after-market parts, resulting from lower volumes and a less favorable product mix. More broadly, Rail is supported by a strong backlog and the longer-term outlook for this business remains positive, supported by future infrastructure investments, economic development in emerging economies, rail electrification in certain geographies, safety awareness and automation.

## Results of Operations

Amounts included in this Part I. Item 2. Results of Operations are rounded in millions and all percentages are calculated on actual amounts. As a result, minor differences may exist due to rounding.

### Segment Results

(in millions, except percentages)	Three Months Ended			Six Months Ended		
	June 30		2023	June 30		2023
	2024	2024		2023	2023	
<b>Revenues:</b>						
Harsco Environmental	\$ 292.9	\$ 289.6	\$ 592.0	\$ 562.8		
Clean Earth	236.1	230.6	462.1	453.0		
Harsco Rail	81.0	88.8	156.1	153.9		
<b>Total Revenues</b>	<b>\$ 610.0</b>	<b>\$ 609.0</b>	<b>\$ 1,210.3</b>	<b>\$ 1,169.7</b>		
<b>Operating income (loss):</b>						
Harsco Environmental	\$ 20.3	\$ 12.7	\$ 39.9	\$ 35.0		
Clean Earth	23.9	23.0	44.5	39.5		
Harsco Rail	(3.1)	8.9	(12.2)	11.3		
Corporate	(9.8)	(11.0)	(15.1)	(20.2)		
<b>Total operating income (loss)</b>	<b>\$ 31.3</b>	<b>\$ 33.7</b>	<b>\$ 57.1</b>	<b>\$ 65.6</b>		
<b>Operating margin:</b>						
Harsco Environmental	6.9 %	4.4 %	6.7 %	6.2 %		
Clean Earth	10.1 %	10.0 %	9.6 %	8.7 %		
Harsco Rail	(3.8)%	10.0 %	(7.8)%	7.3 %		
Consolidated operating margin	5.1 %	5.5 %	4.7 %	5.6 %		

### Harsco Environmental Segment:

Significant Effects on Revenues (in millions)	Three Months	
	Ended	Six Months Ended
Revenues — June 30, 2023	\$ 289.6	\$ 562.8
Net effects of price/volume changes, primarily attributable to volume changes and services mix	17.7	39.7
Impact of foreign currency translation	(7.9)	(10.0)
Net impact of new and lost contracts	0.7	6.7
Impact of divestiture	(7.2)	(7.2)
<b>Revenues — June 30, 2024</b>	<b>\$ 292.9</b>	<b>\$ 592.0</b>

The following factors contributed to the changes in operating income during the three and six months ended June 30, 2024.

#### Factors Positively Affecting Operating Income:

- Higher revenues from environmental service contracts during the three and six months ended June 30, 2024, partially due to higher overall service levels at certain sites, as well as revenues from new contracts, when compared to the prior year.
- The prior year's operating income included an impairment charge of \$14.1 million recorded during the three months ended June 30, 2023, related to abandoned equipment at an HE site in China, compared to asset impairment charges totaling \$4.6 million recorded during the three months ended June 30, 2024, primarily related to the loss of a customer contract in Europe.

#### Factors Negatively Impacting Operating Income:

- Higher selling, general and administrative expenses ("SG&A") of \$2.7 million and \$5.6 million during the three and six months ended June 30, 2024, respectively, including an increase in the provision for expected credit losses of \$1.6 million and \$2.1 million for the three and six months ended June 30, 2024, respectively.
- The three and six months ended June 30, 2023 included a net gain of \$3.0 million and \$9.8 million related to a lease modification that resulted in a lease incentive for a site relocation in the U.S., offset by relocation costs incurred, which did not repeat in 2024.
- Employee termination benefit costs increased by \$3.3 million and \$3.2 million for the three and six months ended June 30, 2024, respectively, compared to the same periods in the prior year.

- The impact of foreign currency translation decreased operating income \$2.2 million and \$2.8 million for the three and six months ended June 30, 2024, respectively.

**Clean Earth Segment:**

<b>Significant Effects on Revenues (in millions)</b>	<b>Three Months Ended</b>		<b>Six Months Ended</b>
	<b>Ended</b>	<b>Revenues — June 30, 2023</b>	<b>\$ 230.6</b>
Net effects of price/volume changes, primarily attributable to pricing changes			11.5
Impact of pricing settlement		(6.0)	(6.0)
<b>Revenues — June 30, 2024</b>		<b>\$ 236.1</b>	<b>\$ 462.1</b>

The following factors contributed to the changes in operating income during the three and six months ended June 30, 2024.

**Factors Positively Affecting Operating Income:**

- Favorable changes in the hazardous waste business of \$7.3 million and \$13.7 million for the three and six months ended June 30, 2024, respectively, when compared to the three and six months ended June 30, 2023, which are primarily related to pricing and mix, including hazardous soil projects, and operational cost reduction initiatives, partially offset by decreased revenues from reduced volumes from certain sites, as well as from projects from other waste services and cost increases as a result of inflation, primarily from labor costs, during the three and six months ended June 30, 2024.
- Improvements in pricing and mix in the soil and dredged materials business at certain sites, partially offset by increased transportation and disposal costs in certain sites, led to a net increase in operating income of \$2.5 million and \$1.9 million during the three and six months ended June 30, 2024, respectively, when compared to the three and six months ended June 30, 2023.

**Factors Negatively Impacting Operating Income:**

- The prior year's operating income was impacted by \$6.0 million related to the settlement of a pricing dispute over services performed in prior periods in the hazardous waste business recognized during the three months ended June 30, 2023, which did not recur in 2024.
- Higher SG&A of \$1.1 million and \$2.9 million during the three and six months ended June 30, 2024, which includes higher compensation costs and professional fees, partially offset by a lower provision for expected credit losses.

**Harsco Rail Segment:**

<b>Significant Effects on Revenue (in millions)</b>	<b>Three Months Ended</b>		<b>Six Months Ended</b>
	<b>Ended</b>	<b>Revenues — June 30, 2023</b>	<b>\$ 88.8</b>
Net effect of price/volume changes, primarily attributable to volume changes			7.3
Impact of foreign currency translation		(0.1)	(0.2)
Change in revenue adjustments as a result of certain estimated forward loss provisions <sup>(a)</sup>		(15.0)	(15.0)
<b>Revenues — June 30, 2024</b>		<b>\$ 81.0</b>	<b>\$ 156.1</b>

(a) Includes principally Network Rail, Deutsche Bahn and SBB contracts.

The following factors contributed to the changes in operating income (loss) during the three and six months ended June 30, 2024.

**Factors Positively Affecting Operating Income:**

- A favorable mix from the sale of rail track maintenance equipment, exclusive of the long-term contracts with Network Rail, Deutsche Bahn and SBB, of \$4.4 million during both the three and six months ended June 30, 2024, compared to the prior year.
- An increase from railway contracting services of \$1.5 million and \$4.0 million during the three and six months ended June 30, 2024, respectively, when compared to the three and six months ended June 30, 2023.

**Factors Negatively Impacting Operating Income:**

- Unfavorable net change in forward estimated loss provisions of \$16.4 million related principally to the Company's long-term contracts with Network Rail, Deutsche Bahn and SBB for both the three months and six months ended June 30, 2024, when compared to the three and six months ended June 30, 2023. See Note 16, Revenues in Part I, Financial Statements for further discussion.
- The six months ended June 30, 2024 includes a charge for the remeasurement of long-lived assets for \$10.7 million related to the depreciation and amortization expense that would have been recognized during the periods that Rail's assets were classified as held-for-sale, had the assets been continuously classified as held-for-use.
- An unfavorable mix of after-market parts sales for the three and six months ended June 30, 2024 of \$2.5 million and \$4.2 million, respectively, when compared to the prior year.

**General Corporate:**

Operating income (loss) from continuing operations for the six months ended June 30, 2024 was also positively impacted by a \$3.3 million net gain on sale of assets contributed by Corporate.

***Consolidated Results***

(in millions, except per share amounts and percentages)	June 30			
	Three Months Ended		Six Months Ended	
	2024	2023	2024	2023
Total revenues	\$ 610.0	\$ 609.0	\$ 1,210.3	\$ 1,169.7
Cost of services and products sold	480.2	474.7	958.5	926.7
Selling, general and administrative expenses	90.5	86.8	177.6	168.7
Research and development expenses	0.9	1.0	1.8	1.5
Property, plant and equipment impairment charge	—	14.1	—	14.1
Remeasurement of long-lived assets	—	—	10.7	—
Other expense (income), net	7.1	(1.3)	4.7	(6.9)
<b>Operating income (loss) from continuing operations</b>	<b>31.3</b>	<b>33.7</b>	<b>57.1</b>	<b>65.6</b>
Interest income	3.4	1.6	5.1	3.1
Interest expense	(27.9)	(26.4)	(56.1)	(51.4)
Facility fees and debt-related income (expense)	(2.9)	(2.7)	(5.7)	(5.1)
Defined benefit pension income (expense)	(4.2)	(5.4)	(8.3)	(10.7)
<b>Income (loss) from continuing operations before income taxes and equity income</b>	<b>(0.3)</b>	<b>0.7</b>	<b>(7.9)</b>	<b>1.5</b>
Income tax benefit (expense) from continuing operations	(10.0)	(15.3)	(17.9)	(23.3)
Equity income (loss) of unconsolidated entities, net	0.1	(0.3)	(0.1)	(0.4)
<b>Income (loss) from continuing operations</b>	<b>(10.2)</b>	<b>(14.9)</b>	<b>(26.0)</b>	<b>(22.3)</b>
Income (loss) from discontinued businesses	(1.2)	(1.2)	(2.7)	(2.8)
Income tax benefit (expense) related to discontinued operations	0.3	0.2	0.7	0.7
<b>Income (loss) from discontinued operations, net of tax</b>	<b>(0.9)</b>	<b>(0.9)</b>	<b>(2.0)</b>	<b>(2.1)</b>
<b>Net income (loss)</b>	<b>(11.1)</b>	<b>(15.8)</b>	<b>(28.0)</b>	<b>(24.4)</b>
Total other comprehensive income (loss)	(6.2)	14.4	(13.9)	21.6
Total comprehensive income (loss)	(17.4)	(1.4)	(41.9)	(2.9)
Diluted earnings (loss) per common share from continuing operations attributable to Enviro Corporation common stockholders	\$ (0.16)	\$ (0.13)	\$ (0.37)	\$ (0.24)
Effective income tax rate for continuing operations	(3,036.4)%	2,066.2 %	(226.8)%	1,610.2 %

## Comparative Analysis of Consolidated Results

### Total Revenues

Revenues for the three and six months ended June 30, 2024 increased by \$1.0 million, or 0.2%, and \$40.6 million, or 3.5%, respectively, from the three and six months ended June 30, 2023. Foreign currency translation decreased revenues by \$8.0 million and \$10.2 million for the three and six months ended June 30, 2024, respectively, compared with the same periods in the prior year. Refer to the discussion of segment results above for information pertaining to factors positively affecting and negatively impacting revenues.

### Cost of Services and Products Sold

Cost of services and products sold for the three months ended June 30, 2024 increased \$5.5 million, or 1.2%, from the three months ended June 30, 2023. Cost of services and products sold for the six months ended June 30, 2024 increased \$31.7 million, or 3.4%, from the six months ended June 30, 2023. The changes in cost of services and products sold were attributable to the following significant items:

(in millions)	Three Months Ended	Six Months Ended
Change in costs due to changes in revenues volume	\$ 3.8	\$ 27.3
Impact of foreign currency translation	(5.9)	(7.8)
Other	7.6	12.2
Total change in cost of services and products sold — 2024 vs. 2023	\$ 5.5	\$ 31.7

### Selling, General and Administrative Expenses

SG&A increased for the three months ended June 30, 2024 by \$3.7 million, or 4.2%, from the three months ended June 30, 2023 and increased by \$8.9 million, or 5.3%, during the six months ended June 30, 2024 from June 30, 2023. The increase in the three and six months ended June 30, 2024 is due principally to higher professional fees of \$2.2 million and \$4.2 million, respectively, mainly incurred by CE. SG&A also includes higher compensation costs of \$1.5 million and \$3.9 million during the three and six months ended, primarily contributed by CE and Rail.

### Property, Plant and Equipment Impairment Charge

During the three months ended June 30, 2023, the Company recorded an impairment charge of \$14.1 million in the HE segment. No such charge was recorded during the three and six months ended June 30, 2024. See Note 6, Property, Plant and Equipment in Part I, Financial Statements for further discussion regarding the impairment.

### Remeasurement of Long-Lived Assets

During the six months ended June 30, 2024, the Company recorded \$10.7 million in depreciation and amortization expense for Rail's property, plant and equipment and intangible assets that were previously classified in Assets held-for-sale and have been reclassified into its respective caption for assets-held-for-use on the Company's Consolidated Balance Sheets. This amount includes all of the depreciation and amortization expense that would have been recognized during the periods that these assets were classified as held-for-sale.

See Note 3, Discontinued Operations and Dispositions in Part I, Financial Statements for further discussion.

#### Other (Income) Expenses, Net

The major components of this Condensed Consolidated Statements of Operations caption are as follows:

(In thousands)	Three Months Ended		Six Months Ended	
	June 30		June 30	
	2024	2023	2024	2023
Employee termination benefit costs	\$ 4,228	\$ 193	\$ 4,610	\$ 167
Other (income) costs for exit activities <sup>(a)</sup>	339	(1,760)	887	(7,488)
Impaired asset write-downs	4,612	—	4,612	—
Gain on sale of business	(1,877)	—	(1,877)	—
Net gains on sale of assets	(179)	—	(3,549)	(230)
Other	—	298	—	634
Other (income) expenses, net	\$ 7,123	\$ (1,269)	\$ 4,683	\$ (6,917)

(a) Included a \$3.0 million and \$9.8 million net gain related to a lease modification that resulted in a lease incentive to the Company during the three and six months ended June 30, 2023, as discussed above in the HE segment results.

#### Interest Expense

Interest expense during the three and six months ended June 30, 2024 increased by \$1.5 million and \$4.7 million, respectively, compared with the three and six months ended June 30, 2023. This increase is mainly driven by higher average borrowings during the six months ended June 30, 2024 from the Company's Senior Secured Credit Facilities, when compared to the six months ended June 30, 2023.

#### Interest Income

Interest income was \$3.4 million and \$5.1 million for the three and six months ended June 30, 2024, respectively, compared to \$1.6 million and \$3.1 million for the three and six months ended June 30, 2023, respectively. The three and six months ended June 30, 2024 included a \$2.7 million pre-tax gain recognized from the settlement the Company's note receivable from the buyer of IKG, which was settled in April 2024. No such income was received during the three and six months ended June 30, 2023. See Note 4, Accounts Receivable and Notes Receivable, in Part I, Item 1, Financial Statements for additional details.

#### Facility Fees and Debt-Related Income (Expense)

The Company recognized facility fee expense mostly related to the Company's AR Facility of \$2.9 million and \$5.7 million during the three and six months ended June 30, 2024, respectively, compared to \$2.7 million and \$5.1 million recognized during the three and six months 2023, respectively. See Note 9, Debt and Credit Agreements, in Part I, Item 1, Financial Statements.

#### Defined Benefit Pension Income (Expense)

Defined benefit pension expense was \$4.2 million and \$5.4 million for the three months ended June 30, 2024 and 2023, respectively. Defined benefit pension expense was \$8.3 million and \$10.7 million for the six months ended June 30, 2024 and 2023, respectively. This expense decrease is primarily related to a higher expected return on plan assets in the current year, compared to 2023, due to higher plan asset balances at December 31, 2023.

#### Income Tax Expense

Income tax expense from continuing operations for the three and six months ended June 30, 2024 was \$10.0 million and \$17.9 million, respectively, compared to \$15.3 million and \$23.3 million for the three and six months June 30, 2023, respectively. The decrease in expense during the three and six months ended June 30, 2024 is primarily due to a \$23.6 million favorable adjustment to the Company's estimated forward loss provision related to Network Rail contract in the U.S. not recurring in 2024, as well as a \$3.7 million valuation allowance for a deferred tax asset in a foreign jurisdiction not recurring in 2024.

#### Income (Loss) from Continuing Operations

Loss from continuing operations was \$10.2 million and \$26.0 million for the three and six months ended June 30, 2024, respectively, and \$14.9 million and \$22.3 million for the three and six months ended June 30, 2023, respectively. The primary drivers for these changes are noted above.

#### Income (Loss) from Discontinued Businesses

The Company has incurred incremental costs that are directly attributable to retained contingent liabilities of previously disposed businesses and are included in Income (loss) from discontinued businesses. These incremental costs were \$1.2 million and \$2.7 million for the three and six months ended June 30, 2024, respectively, and \$1.2 million and \$2.8 million for the three and six months ended 2023, respectively.

**Total Other Comprehensive Income (Loss)**

Total other comprehensive loss was \$6.2 million and \$13.9 million for the three and six months ended June 30, 2024, respectively, compared to other comprehensive income of \$14.4 million and \$21.6 million for the three and six months ended June 30, 2023, respectively. The primary driver of this change was the strengthening of the U.S. dollar against certain currencies during the three and six months ended June 30, 2024, inclusive of the impact of foreign currency translation of cumulative unrecognized actuarial losses on the Company's pension obligations.

**Liquidity and Capital Resources****Cash Flow Summary**

The Company currently expects to have sufficient financial liquidity and borrowing capacity to support the strategies within each of its businesses and its current operating and debt service needs. The Company currently expects operational and business needs to be met by cash provided by operations, supplemented with borrowings from time to time, principally under the Senior Secured Credit Facilities. The Company supplements the cash provided by operations with borrowings from time to time due to historical patterns of seasonal cash flow and the funding of various projects. The Company regularly assesses capital needs in the context of operational trends and strategic initiatives.

The Company's cash flows from operating, investing and financing activities, as reflected on the Condensed Consolidated Statements of Cash Flows, are summarized in the following table:

(In millions)	Six Months Ended	
	June 30	2023
<b>Net cash provided (used) by:</b>		
Operating activities	\$ 40.4	\$ 28.2
Investing activities	(19.2)	(56.4)
Financing activities	(28.5)	34.3
Effect of exchange rate changes on cash and cash equivalents, including restricted cash	(9.8)	(1.8)
Net change in cash and cash equivalents, including restricted cash	\$ (17.1)	\$ 4.3

*Net cash (used) provided by operating activities* — Net cash provided by operating activities in the six months ended June 30, 2024 was \$40.4 million, an increase in cash flows of \$12.2 million from the six months ended June 30, 2023, primarily related to favorable changes from working capital, including the timing of accounts receivable collections, partially offset by unfavorable changes, mostly as a result of increased payments for accrued compensation and the timing of accounts payable. Net cash provided by operating activities was also negatively impacted by lower cash net income during the six months ended June 30, 2024.

*Net cash used by investing activities* — Net cash used by investing activities during the six months ended June 30, 2024 was \$19.2 million, a decrease of \$37.2 million from the cash used during the six months ended June 30, 2023. The six months ended June 30, 2024 included cash inflows from the April 2024 sale of an HE subsidiary, Performix Metallurgical Additives, LLC, for which \$16.6 million was received, an increase of \$5.8 million in payments received from the Company's notes receivable and \$6.1 million from the increase in sale of assets, mainly by Corporate and HE, when compared to the prior year. The change in net cash used by investing activities also includes lower capital expenditures of \$5.8 million during the six months ended June 30, 2024, compared to 2023.

*Net cash (used) provided by financing activities* — Net cash used by financing activities during the six months ended June 30, 2024 was \$28.5 million, compared to net cash provided by financing activities of \$34.3 million during the six months ended June 30, 2023. The change was primarily due to net repayments of the Company's net borrowings of \$15.4 million during the six months ended 2024, compared to net borrowings of \$33.9 million during the six months ended June 30, 2023, due principally to the changes in operating and investing activities. Net cash used by financing activities during the six months ended June 30, 2024 also included dividend payments of \$12.6 million made to strategic venture partners for HE.

*Effects of exchange rate changes on cash and cash equivalents, including restricted cash* — The decrease of \$8.0 million is the result of exchange rate fluctuations due to the impact of the strengthening of the U.S. dollar against certain currencies, primarily the Egyptian pound, during 2024 on the global cash balances held by the Company in these currencies.

### Sources and Uses of Cash

The Company's principal sources of liquidity are cash provided by operations on an annual basis and borrowings under the Senior Secured Credit Facilities, augmented by cash proceeds from asset sales. In addition, the Company has other bank credit facilities available throughout the world. The Company expects to continue to utilize all of these sources to meet future cash requirements for operations and growth initiatives.

Summary of Senior Secured Credit Facilities and Notes: (in millions)	June 30 2024	December 31 2023
<b>By type:</b>		
New Term Loan	\$ 485.0	\$ 487.5
Revolving Credit Facility	419.0	422.0
5.75% Senior Notes	475.0	475.0
<b>Total</b>	<b>\$ 1,379.0</b>	<b>\$ 1,384.5</b>
<b>By classification:</b>		
Current	\$ 5.0	\$ 5.0
Long-term	1,374.0	1,379.5
<b>Total</b>	<b>\$ 1,379.0</b>	<b>\$ 1,384.5</b>

millions)	June 30, 2024			
	Facility Limit	Outstanding Balance	Outstanding Letters of Credit	Available Credit
Revolving credit facility (a U.S.-based program)	\$ 700.0	419.0	29.5	\$ 251.5

### Debt Covenants

The Senior Secured Credit Facilities contain a consolidated net debt to Consolidated Adjusted EBITDA ratio covenant, which is not to exceed 5.00x for the quarter ended June 30, 2024 and then decreasing quarterly until reaching 4.00x on December 31, 2024. The Company's required coverage of consolidated interest charges is set at a minimum of 2.75x through the end of 2024 and increases to 3.00x beginning with the first quarter 2025.

At June 30, 2024, the Company was in compliance with these covenants, as the total net debt to Consolidated Adjusted EBITDA ratio was 3.93x and total interest coverage ratio was 3.11x. Based on balances and covenants in effect at June 30, 2024, the Company could increase net debt by \$368.9 million and remain in compliance with these debt covenants. Alternatively, Consolidated Adjusted EBITDA could decrease by \$39.8 million or interest expense could increase by \$14.5 million and the Company would remain in compliance with these covenants at June 30, 2024. The Company believes it will continue to maintain compliance with these covenants based on its current outlook. However, the Company's estimates of compliance with these covenants could change in the future with a deterioration in economic conditions, higher than forecasted interest rate increases, the timing of working capital, including the collection of receivables, an inability to successfully realize increased pricing and implement cost reduction initiatives that mitigate the impacts of inflation, the inability to extend the AR Facility prior to the end of the current term and other factors that may adversely impact its compliance with covenants.

### AR Facility

The Company maintains a revolving trade receivables securitization facility to accelerate cash flows from trade accounts receivable. Under the AR Facility, the Company and its designated subsidiaries continuously sell their trade receivables as they are originated to the wholly-owned bankruptcy-remote SPE. The SPE transfers ownership and control of qualifying receivables to PNC up to a maximum purchase commitment of \$150.0 million. No proceeds were received from the AR Facility during the six months ended June 30, 2024.

### Cash Management

The Company has various cash management systems throughout the world that centralize cash in various bank accounts where it is economically justifiable and legally permissible to do so. These centralized cash balances are then redeployed to other operations to reduce short-term borrowings and to finance working capital needs or capital expenditures. Due to the transitory nature of cash balances, they are normally invested in bank deposits that can be withdrawn at will or in very liquid short-term bank time deposits and government obligations. The Company's policy is to use the largest banks in the various countries in which the Company operates. The Company monitors the creditworthiness of banks and, when appropriate, will adjust banking operations to reduce or eliminate exposure to less creditworthy banks.

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At June 30, 2024, the Company's consolidated cash and cash equivalents included \$100.9 million held by non-U.S. subsidiaries and approximately 5.5% of the Company's consolidated cash and cash equivalents had regulatory restrictions that would preclude the transfer of funds with and among subsidiaries. Non-U.S. subsidiaries also held \$35.0 million of cash and cash equivalents in consolidated strategic ventures. The strategic venture agreements may require strategic venture partner approval to transfer funds with and among subsidiaries. While the Company's remaining non-U.S. cash and cash equivalents can be transferred with and among subsidiaries, the majority of these non-U.S. cash balances will be used to support the ongoing working capital needs and continued growth of the Company's non-U.S. operations.

### **Recently Adopted and Recently Issued Accounting Standards**

Information on recently adopted and recently issued accounting standards is included in Note 2, Recently Adopted and Recently Issued Accounting Standards, in Part I, Item 1, Financial Statements.

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

Market risks have not changed significantly from those disclosed in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

### **ITEM 4. CONTROLS AND PROCEDURES**

#### **Evaluation of Disclosure Controls and Procedures**

As of June 30, 2024, an evaluation was performed, under the supervision and with the participation of the Company's management, including the Company's Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures pursuant to Rule 13a – 15 under the Securities and Exchange Act of 1934, as amended. Based upon that evaluation, such officers concluded that the Company's disclosure controls and procedures are effective to ensure that information required to be disclosed by the Company in the reports it files or submits under the Securities and Exchange Act of 1934, as amended (1) is recorded, processed, summarized, and reported within the time periods specified in the Securities and Exchange Commission's rules and forms and (2) is accumulated and communicated to the Company's management, including the Chief Executive Officer and Chief Financial Officer, as appropriate, to allow for timely decisions regarding required disclosure.

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

There were no changes in the Company's internal control over financial reporting during the Company's most recent fiscal quarter 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**

Information on legal proceedings is included in Note 12, Commitments and Contingencies, in Part I, Item 1, Financial Statements.

### **ITEM 1A. RISK FACTORS**

The Company's risk factors as of June 30, 2024 have not changed materially from those described in Part 1, Item 1A, "Risk Factors" of the Company's Annual Report on Form 10-K for the year ended December 31, 2023.

### **ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS**

None.

**ITEM 5. OTHER INFORMATION**

During the three months ended June 30, 2024, no director or officer (as defined in Rule 16a-1(f) under the Exchange Act) of the Company adopted, modified, or terminated a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement for the purchase or sale of securities of the Company, within the meaning of Item 408 of Regulation S-K.

**ITEM 6. EXHIBITS**

The following exhibits are included as part of this report by reference:

Exhibit Number	Description
10.1	<a href="#">Executive Relocation Policy*</a>
10.2	<a href="#">Omnibus Amendment, dated as of June 18, 2024, including the Second Amendment to the Receivables Purchase Agreement, by and among Harsco Receivables LLC, Enviri Corporation, and PNC Bank, National Association, as administrative agent and as a purchaser; and the Second Amendment to the Purchase and Contribution Agreement, by and among Enviri Corporation, the various entities listed as originators, and Harsco Receivables, LLC.* †</a>
10.3	<a href="#">Amendment No. 4 to the 2013 Equity and Incentive Compensation Plan (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated April 18, 2024, Commission File Number 001-03970).</a>
10.4	<a href="#">Forms of RSU Award Agreement*</a>
10.5	<a href="#">Forms of PSU Award Agreement*</a>
10.6	<a href="#">Forms of SAR Award Agreement*</a>
31.1	<a href="#">Certification Pursuant to Rule 13a-14(a) or 15d-14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (Chairman, President and Chief Executive Officer).*</a>
31.2	<a href="#">Certification Pursuant to Rule 13a-14(a) or 15d-14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (Chief Financial Officer).*</a>
32	<a href="#">Certifications Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Chairman, President and Chief Executive Officer and Chief Financial Officer).**</a>
101.Def	Definition Linkbase Document
101.Pre	Presentation Linkbase Document
101.Lab	Labels Linkbase Document
101.Cal	Calculation Linkbase Document
101.Sch	Schema Document
101.Ins	Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

\* Filed herewith

\*\* Furnished herewith

† Schedules and similar attachments have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company will furnish copies of any such schedules and attachments to the Securities and Exchange Commission upon request.

**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.

ENVIRI CORPORATION

(Registrant)

DATE	August 1, 2024	<i>/s/ TOM VADAKETH</i> Tom Vadaketh <i>Senior Vice President and Chief Financial Officer</i> (On behalf of the registrant and as Principal Financial Officer)
DATE	August 1, 2024	<i>/s/ SAMUEL C. FENICE</i> Samuel C. Fenice <i>Vice President and Corporate Controller</i> (Principal Accounting Officer)



## **Executive US Relocation Policy**

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Effective Date: New Policy - 1 April 2024



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## SECTION 1: Introduction

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Congratulations on your move with Enviri!

This program is designed to provide the information and tools necessary to make your move as smooth and easy as possible.

Please read this material carefully to understand the type of support available. As you prepare for each step of your move, you can rely on this information for a source of guidance. Enviri has selected a relocation management company to assist with your transition. This company specializes in assisting corporations and their transferring employees in all aspects of the relocation process.

### **Important Notice**

In order to take maximum advantage of the relocation program benefits, as well as minimize costs to the Company, please do not contact any real estate companies or agents before first talking to your Personal Move Manager (your personal contact at the relocation company that Enviri has chosen as our relocation vendor).

By using a real estate agent referred by our relocation company, both you and Enviri will benefit. You will be assured of working with a real estate agent that understands your needs and objectives and Enviri will be able to monitor agent quality and minimize costs. The relocation services company will collect a referral fee from the real estate agency that assists with home purchase, if applicable. The collection of these fees helps keep relocation costs for Enviri at a minimum. Enviri will not pay for costs associated with home sales outside of policy.

To maintain relocation benefits eligibility, you must follow all processes set forth by Enviri and documented within this relocation policy.

It is recommended that you consult your own tax advisor or consultant. While we attempt to provide general guidelines and information, every situation is unique, and we are not responsible for your tax liability. See "Tax Liability Assistance" section for information related to the tax consequences of your relocation.

### ***Policy Objectives***

The primary objectives of this Policy are to:

Facilitate your timely transition to the new location.

Minimize your out-of-pocket expenses while effectively managing the Company's overall costs.

Comply with Internal Revenue Service regulations.

## **Scope of Benefits**

These benefits are designed for the sole purpose of providing support for relocations within the United States. The Company reserves the right to amend, modify, suspend, or terminate the relocation benefits and programs described at any time without advance notice. The Company has the discretion to establish separate employee relocation policies and/or benefit packages.

The Company will have the final right of decision when interpreting the terms of the relocation benefits and programs or in any communication with you. This policy is not an offer of employment, a contract, or part of either.

The Company will authorize your relocation with the contracted relocation services company. Once notified, they will provide you with a copy of the relocation policy, explain Enviri's relocation benefits and process, and answer any questions that arise.

## **Eligibility**

This policy applies to executives who are nominated at the request of the Company to work from a new office location that will require relocation support. Where this policy also extends to family members, the following definition of "family" will apply:

*"The employee's spouse and dependent children who reside with the employee at the time of utilizing this policy."*

Benefits cease upon termination of employment.

## **Separation of Employment and Repayment Agreement**

### Option 1 - USD125K Relocation Benefit

You are expected to remain with the Company for (2) two years which is determined from the timeframe that you receive your NET relocation payment of USD 125,000. If you voluntarily terminate employment or are terminated for cause prior to the expiration of the (2) two-year period, you must repay the lump sum payment of USD 125,000 on a prorated basis. The repayment will be reduced by 1/24 for each month of employment leading up to the two year period. For example, if you left the Company, after 16 months, you would owe 8/24 or 1/3 of USD 125,000 paid to you by the Company. The Repayment Agreement must be signed and returned to your Personal Move Manager prior to the initiation of any relocation benefits. You do not have any rights under this Relocation Policy unless and until you return a signed Repayment Agreement.

### Option 2 – Home Sale and Home Purchase

You are expected to remain with the Company for (2) two years from the effective date of transfer or hire, unless you are transferred again at the request of the Company. If you voluntarily terminate employment or are terminated for cause prior to the expiration of

the (2) two-year period, you must repay all relocation expenses, on a prorated basis. The repayment of the total amount of expenses paid or reimbursed by the Company, will be reduced by 1/24 for each month of employment leading up to the two year period. For example, if you left the Company, after 16 months, you would owe 8/24 or 1/3 of the total amount of relocation expenses paid or reimbursed by the Company. The Repayment Agreement must be signed and returned to your Personal Move Manager prior to the initiation of any relocation benefits. You do not have any rights under this Relocation Policy unless and until you return a signed Repayment Agreement.

### **Section 409A Compliance**

The Company intends that payments and benefits under this Relocation Policy comply with Internal Revenue Code Section 409A and applicable guidance issued thereunder or comply with an exemption from the application of Code Section 409A. Accordingly, all provisions of this Relocation Policy shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Code Section 409A. Except for Tax Liability Assistance payments all payments under this Relocation Policy are contingent on you continuing to be employed with the Company on the date on which you incur the expense giving rise to the payment, and all such payments will be made no later than March 15 of the year following the year in which you incur the expense giving rise to the payment.

### **Expense Reimbursement Process**

Your relocation and all associated expenses must be coordinated and reimbursed through Enviri's relocation services company. Enviri reserves the right to refuse payment for any relocation expenses not coordinated through them. In some cases, the Company will pay service providers directly for the relocation assistance you receive. Certain other expenses will be paid directly by you and reimbursed by the Company.

The reimbursement of eligible moving-related expenses will be handled by the relocation services company. Within 30 days of incurring an eligible expense, you must fill out a relocation expense reporting form and attach original receipts for all expenditures. The relocation expense form is then submitted to the relocation services company's Expense Management Department. After the relocation company receives the form, the expenses will be checked for accuracy and consistency with this policy. The relocation company will distribute reimbursement funds promptly. Under no circumstances should relocation expenses be submitted on a Enviri Travel and Entertainment related expense reimbursement form.

You, members of your immediate family, or other Company employees should not directly or indirectly benefit financially from the fees that the Company pays for services or other costs related to your relocation. It is for that reason that the Company will not reimburse you, an immediate family member, another relative, or another Company employee (or his/her spouse) for any fees for services performed as a real estate agent or broker for the purchase of a new residence. To be eligible for new home purchase assistance, including the reimbursement of costs associated with a new home mortgage, you must fully comply with the parameters of this policy.

If at any time you are unsure whether an expense is reasonable in nature, appropriate and/or eligible for reimbursement under this policy, you should contact the relocation company prior to incurring or submitting the expense.

#### **Non reimbursable Expenses**

Example of expenses that are NOT reimbursable include but are not limited to airline movies and headsets, automobile insurance, traffic fines, parking fines or impound costs, cost of insuring personal and company property, health club facilities, luggage and briefcases, medical expenses, personal trip insurance, personal care items, clothing, personal communication or subscription movies, newspapers, magazines and recreation.

## **SECTION 2: Relocation Options**

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### ***Relocation Options***

Your program will be tailored according to your personal needs. Typical relocation support and related expenses are outlined in this policy. There are two options available for you to consider prior to moving to the destination location and utilizing the policy benefits. Option 1 is rental assistance and associated costs or, option 2 is home purchase assistance if you sell your primary home and move to the destination location, and/or you purchase a secondary home in the destination location.

**Option 1** – You will receive a one-time lump sum NET payment of USD 125,000 to help facilitate the transition to your new rental home in the destination location and contribute towards ongoing travel costs. This payment is intended to contribute towards associated expenses including but not limited to a rental home finding trip, rent, standard utilities, household goods removal, furniture rental, security deposit, renter's insurance, finder's fees, ongoing travel costs, temporary living, residential car parking and further expenses associated with renting. The one time lump sum NET payment of USD 125,000 will be paid via Enviri payroll and grossed up at the time of payment for estimated federal (at the supplemental tax rate only), state, local, FICA, and Medicare tax liabilities.

Please see Section 4 "Rental Assistance" and Section 6 "Household Goods Removal" for further explanations on Option 1. Section 3 "Relocation Summary" and Section 5 "Home Sale and Home Purchase Relocation Assistance" will not apply to you.

**Option 2** - Please refer to Section 3 "Relocation Summary", Section 5 "Home Sale and Home Purchase Relocation Assistance" and Section 6 "Household Goods Removal" for further explanations on the benefits which will apply to you. Section 4 "Rental Assistance" will not apply to you if you are buying a home in the destination location.

## **SECTION 3: Relocation Summary**

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The following summary does not include all details regarding the eligibility or application of these benefits. Conditions and limitations that apply may need further explanation. Do not rely on this summary alone; please read the policy sections that apply to you based on your option outlined in Section 2 above. Individual circumstances vary and may affect your eligibility.

POLICY PROVISION	BENEFIT DESCRIPTION	TAX TREATMENT	APPLIES TO
<b>Home Finding Trip</b>	Up to 5 days/4 nights, reimburse airfare or mileage, lodging, meal per diem USD 25, and rental car.	Grossed Up	Rental and Home Purchase Program
<b>Temporary Living</b>	Home purchase up to 60 days/ Renter up to 30 days.	Grossed Up	Rental and Home Purchase Program
<b>Rental Assistance</b>	Destination services providers assistance for finding suitable accommodation in Your new designated office location.	Grossed Up	Rental Program
<b>Rental Housing in Your new designated office location</b>	Actual rent, utilities, furniture rental and further approved expenses associated with renting.	Grossed Up	Rental Program
<b>Travel including Trips Home</b>	Initial travel to Your new designated office location then one trip per week for employee back to home location.	Grossed Up	Rental Program
<b>Final Travel</b>	Travel to Your new designated office location	Grossed Up	Home Purchase Program
<b>Home Purchase Assistance</b>	Reimburse normal and customary closing costs, 1 general home and lender required inspections.	Grossed Up	Home Purchase Program
<b>Home Sale Assistance</b>	BVO – Buyer Value Option	Non-taxable	Home Purchase Program
<b>Duplicate Housing</b>	Homeowner: Reimburse on home with lower costs – 1st mortgage only, real estate taxes, and insurance up to 3 months.	Grossed Up	Home Purchase Program

<b>Household Goods Shipment</b>	Pack, load, transport, unload (partial unpacking), normal appliance servicing. Up to USD 150,000 valuation coverage. Storage 60 days homeowners.	Grossed Up	Rental and Home Purchase Program
<b>Miscellaneous Expense Allowance</b>	Single USD 3,000 / Family USD 5,000	Not grossed up - taxes withheld at time of payment.	Home Purchase Program
<b>Spousal Assistance</b>	If spouse employed, reimbursement of assistance through vendor partner capped at USD 1,000.	Grossed Up	Home Purchase Program

## SECTION 4: Rental Assistance

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### ***Rental Assistance:***

The relocation company specializes in helping you locate the right property in the right neighborhood quickly and easily. If you wish support in finding rental accommodation your Personal Move Manager will contact you to review the program and associated benefits and to discuss housing and community needs at the destination location. After this discussion, your Personal Move Manager will use the information acquired to recommend a real estate agent or rental agency to provide assistance and show you available accommodations for up to 2 days during your home finding trip. To assist Enviri in controlling relocation costs, you must allow the relocation company to make the first contact with the real estate agent(s). Only knowledgeable agents with a proven track record of successfully finding homes within the price range you have requested will be recommended. If you have a real estate agent you would like to recommend, it is important that you let your Personal Move Manager know who the agent is and where he/she can be reached. Your Personal Move Manager will then contact the agent to obtain his/her credentials and, if qualifications are acceptable, will select that agent to assist you in searching for a new home.

The relocation company's Personal Move Manager will offer the following assistance:

- Conduct a telephone briefing with you to perform a needs analysis regarding lifestyle and housing requirements
- Select a rental assistance company or real estate firm to assist you in identifying rental housing
- Provide the selected rental assistance company or real estate firm with information regarding your needs

Furnish you with information and tools, which assist in selecting a location

Counsel you regarding rental considerations, which may include, but are not limited to rental applications, deposits, security considerations, lease considerations (such as "build, buy or transfer" clauses) and renters' insurance.

In order to avoid any future penalties a transfer clause should be inserted into any lease that you sign at the new location. The following clause is recommended:

*"In the event the renter is transferred, or decides to purchase or build a home during the term of this lease, this lease may be terminated upon thirty (30) days written notice to landlord with no penalty to renter. Renter will provide a copy of the employer's relocation authorization."*

#### **Accommodation/Furniture rental**

Leases, utilities, and related living expenses will be in the executive's name. The relocation company can assist with arranging furniture rental and short-term temporary accommodation, if required which will be funded from the one-time lump sum payment of USD 125,000.

Temporary housing accommodations coordinated through the relocation services company contact the appropriate resource to determine availability of units and leasing terms, provide you with the name(s) and location(s) of available unit(s) for your selection and assist in negotiating terms of the lease in accordance with your requirements. They will also maintain contact with you throughout the temporary housing period to coordinate changes or resolve issues.

#### **Travel to the Destination Location and Ongoing Travel**

All travel including ground transportation costs (airport parking, tolls, and transportation to and from the airport) are to be funded by the one-time lump sum payment of USD 125,000. No additional expenses will be reimbursed associated with travel between origin home location and the destination location.

All travel and related expenses should be booked in accordance with Enviri's travel policy and paid by your personal credit card. Enviri preferred vendors must be used for all travel requirements. If you travel by air, you should use any available discounts (including weekend discounts) and make reservations far enough in advance to get the lowest possible airfare.

#### **Household Goods – Self Move**

You may utilize the household goods removal benefit under Section 6 of this policy or alternatively chose the self-move option which will be funded from the one-time lump sum payment of USD 125,000. If you have only a small number of goods to move, such as clothing and a few personal possessions, you may choose to move them yourself (self- move option) rather than use the relocation vendor. There are various ways of transporting your goods to the destination location which will depend on personal circumstances. Available options could be a self-move truck, mailboxes through UPS or similar or surface transportation.

If you chose to utilize the household goods removal under Section 6 of this policy, you will be responsible for paying the relocation vendor the cost of the shipment directly out of the one-time lump sum NET payment of USD 125,000. Please ensure that you receive a quote for the household goods removal prior to confirming packing dates. It is important to acknowledge that actual costs tend to be more than the initial quote due to unforeseen circumstances by the vendor during packing/unpacking and transportation.

## **SECTION 5: Home Sale and Home Purchase Relocation Assistance**

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### ***Home Finding Trip***

Enviri will reimburse travel (airfare or mileage reimbursed at the current IRS rate), hotel, daily per diem of USD 25 per adult and car rental expenses (including gas/tolls) for a home finding trip for up to 4 nights (5 days) to locate suitable at the destination location. All travel and related expenses should be booked in accordance with Enviri's travel policy. It is expected that you will exercise good judgement when incurring home finding expenses. Expenses should be paid by your personal credit card, not a corporate card.

If you travel by air, you should use any available discounts (including weekend discounts) and make reservations far enough in advance to get the lowest possible airfare.

### ***Home Purchase Assistance***

If you owed your residence in the former location, you will be reimbursed for normal and customary expenses on purchasing a residence in the destination location. The new home must be occupied within 12 months of accepting the transfer. These benefits are not available if you rented your primary residence in the former location, even if you are purchasing a home in the new location.

If you purchase a property, the relocation company will offer the following assistance:

Recommend a realtor who is a Professional in the area and who is knowledgeable regarding homes within your requested price range

Explain "agency" and clarify who the realtor is representing and why.

Review purchase guidelines to help you make a good decision on the home you decide to purchase, including disclosure hazards such as synthetic stucco, lead paint and other toxic hazards.

Explain comparable market analysis and encouraging you to have the realtor assist you in putting one together on the home you are purchasing. This will help you determine the best price for the property and eliminate purchasing an overpriced home.

Assist with negotiations—it can be very helpful to have the opinion of an uninvolved specialist when you are negotiating the purchase price of a new home.

Review the purchase agreement (contract) to determine that it is written in your best interests.

Encourage you to be prequalified with a lender. In many markets, sellers are requiring buyers to be prequalified at the time the offer to purchase is made.

### **Closing Costs**

Typically, the following items are considered to be normal and customary non-recurring closing costs:

Title Insurance or fees for examination of title, as required by lender.

Normal and customary escrow or closing fees charged by the Title Company and/or lender to close the sale. This does not include items such as taxes and insurance that must be paid in advance into escrow accounts.

Normal and customary attorneys' fees.

Enviri will not pay for a charge made by a lending agency as inducement for it to take a mortgage or participate in buy down points or a loan discount rate. Any additional seller's costs that you agree to will be at your own expense.

### **Mortgage Assistance**

The relocation company will, through its nationwide partners provide various mortgage- related services for you if you currently own a home and are purchasing a home in the destination location. The assistance will include:

Counseling on various types of loan programs available and the impact of those programs based upon your specific financial situation and relocation mortgage benefits.

Pre-approval for mortgage financing, including credit review, so you are more aware of the value of a home you can acquire in the destination location. You are encouraged to be pre-approved before embarking on a home finding trip. This benefit is without cost or obligation.

A direct billing program that eliminates the need for you to submit expenses for reimbursement because all closing costs are billed directly to Enviri through our relocation services company.

You will also have the option of choosing your own mortgage company however, the direct billing of closing costs to Enviri will not be available. You will be required to fund these costs at closing and submit a relocation reimbursement expense report.

### **General Home Inspection**

A general home inspection, appropriate for the area and age of the home, will be recommended by your Personal Move Manager to help you assess the prospective home's overall condition. The Company will reimburse the cost of this inspection.

If the inspection reveals any significant problems (i.e., synthetic stucco (EIFS), LP or Masonite siding, toxic mold, foundation or structural deficiencies, etc.) your Personal Move Manager will inform you that you may not purchase the home with Company assistance.

If you decide to purchase this property despite the inspection results, the Company will not cover any new home purchase closing costs for the property. In addition, if you

choose to purchase the home and the Company subsequently transfers you to another work location, you will not be eligible for any future home sale assistance on the property.

### ***Home Sale Assistance***

#### **Home Marketing Assistance**

To be eligible for new home sale assistance, including the reimbursement of costs associated with the selling of the home, you must fully comply with the parameters of the home marketing assistance benefit.

Home Marketing is designed to provide professional assistance to secure a sale on your home in the shortest period of time, at a fair market value, and with the least amount of inconvenience. You should not contact an agent or list your home until you have contacted your Personal Move Manager. The Personal Move Manager will refer or recommend the broker(s) to you. If you have an agent you are interested in using to list and market your home, please notify your Personal Move Manager immediately.

Upon authorization by the Company, the relocation company will arrange to have two local real estate agents inspect your home, research the current local real estate market, and complete Broker Market Analyses (BMAs). Upon receipt and review of the BMAs, the relocation company will work with you to set a reasonable list price and develop a marketing plan for the home. You may select either broker to list the home.

To increase the chances of an early sale at the highest possible price and to comply with policy guidelines, you must:

Not enter into a listing agreement with any broker without first consulting with your Personal Move Manager.

List the home at no more than 105% of the average of the two BMA's most probable sales price (if the BMAs are not within 5% of each other, a third BMA will be ordered and the two closest BMAs will be averaged); this will be considered the BMA Established Listing Price

Make any improvements that have been suggested by the relocation company, or price the home based on its current "as is" condition.

Work with your Personal Move Manager and the real estate agent throughout the marketing period of the home.

#### **Buyer Value Option (BVO)**

Home Sale Assistance is designed to help you sell your home and provide the most favorable tax treatment to both you and Enviri. If you follow the guidelines of this sale, you do not incur any real estate commission or other normal seller's closing expenses. To protect this sale, you must under no circumstances accept a down payment or sign an offer presented by any potential buyer. Your Personal Move Manager will explain the process and all details.

To qualify for Home Sale Assistance, the home must be owned by you and be your principal residence at the time of the transfer. In addition, the following kinds of properties DO NOT qualify:

- Cooperative units
- Farms
- Homes with acreage in excess of five acres or acreage that does not conform to the immediate area
- Houseboats
- Income producing properties
- Mobile homes whether on owned or leased lots
- Multi-family dwellings (except a two-family residence when one part is the principal residence of the employee)
- Properties in which inspections conducted disclose defects, which rendered the property unmarketable, and/or the employee does not repair to the satisfaction of the relocation company
- Properties on which clear title cannot be delivered
- Properties that have EIFS (exterior insulating finishing systems), also known as synthetic stucco
- Properties which do not qualify for conventional mortgage financing
- Properties which have been on the market at any time within six months of the date of the employee's initiation into the program
- Residences acquired for commercial or speculative purposes
- Residences containing or located near hazardous materials (e.g. lead, asbestos, urea formaldehyde foam insulation/UFFI)
- Residences that are not FNMA/FHLMC approved
- Residences undergoing renovation or construction
- Resort properties
- Summer/vacation homes
- Vacant land

If any inspection discloses a significant problem, the Company reserves the right to exclude the home from the Home Sale Assistance program. In such event, you would be eligible for direct reimbursement of certain home selling expenses.

#### **Disclosure**

You will be responsible for complying with all federal, state, and local disclosure requirements associated with the sale of your home. This includes the completion of all real estate disclosure forms that may be required.

#### **Title Report**

The relocation company will order a title report on the home and advise you of the results. In the event the title report indicates a cloud on title, you will be responsible for properly clearing title before selling the home to the relocation company. Please consult with them for assistance in clearing any clouds on title.

#### **Inspection and Repairs**

The relocation company reserves the right to order any other inspections, as they deem necessary. All reports must be satisfactory. Any repairs necessary will be at your

expense and repairs necessary to market your home must be completed prior to acceptance of the offer or estimated costs to cure will be withheld from your equity payment. If any inspection discloses a significant problem, the Company reserves the right to exclude the home from the Home Sale Assistance program.

### **Listing the Home**

When listing the home, you must include the following exclusion clause in the listing agreement, so that a sale can be turned over to the relocation services company:

*"Upon the sale of the subject property to the Company or its designee, whether or not a potential purchaser has been procured, this listing agreement shall immediately terminate, and there shall not be a commission or further obligation due to the listing broker or any other party."*

If your real estate broker or agent has any questions concerning the exclusion clause or Home Marketing Assistance, the broker or agent should contact the relocation company.

### **Buyer Value Option (BVO)**

When a bona fide qualified buyer presents an acceptable offer on your home, the relocation company will purchase the home from you and then sell the home to the outside buyer. To protect this sale, you must under no circumstances accept a down payment or sign an offer presented by any potential buyer. In order to contain costs in this area, the Company requires that you:

List the home at no more than 105% of the average of the two Broker Market Analysis (BMA) most probable sales prices.

Participate in the Home Marketing Assistance program.

Inform the relocation company of all outside offers you receive.

### **Offer to Purchase**

The relocation company must be made aware of all offers to purchase the home that you receive. Working with you and the real estate agent, the relocation company will:

Review the offer with you

Advise you on possible negotiation strategies as appropriate

Determine if the offer is a bona fide purchase offer from a qualified buyer

Instruct the agent to prepare a final agreement with the relocation company as seller of the property, once verbal negotiations are complete

Prepare a Contract of Sale between the relocation company and you that represents the final terms and price of the outside purchase offer.

Certain items are NOT covered under the policy. If you agree to any of the following seller's expenses, they will be deducted from your final equity:

Repairs and/or improvements requested by the buyer

Buyer's closing costs or incentives/concessions

Realtor's commission above the standard rate for your area

Closing dates beyond sixty days of vacating your home or contracting with the relocation company

When you accept the offer from the relocation company and they have received the Contract of Sale and legal documents, responsibility for making mortgage payments will transfer to the relocation company. You will continue to be responsible for the following items until you have vacated the property (may be charged on equity statement):

Utilities

Maintenance and upkeep

Property insurance

Prorated mortgage interest, taxes, mortgage insurance premiums, etc., which amounts will be deducted from your equity

### **Closing the Sale**

Your equity will be computed, and expenses prorated, as of the date the relocation company receives the Contract of Sale and applicable legal documents, or your vacating date as stated on the Contract of Sale, whichever is later. The equity will be the purchase price offered less all mortgage balance(s)/equity lines of credit and adjustments for taxes, interest, insurance, buyer concessions (if applicable) or other items related to the residence. You may also be responsible for any maintenance and/or repair items deemed necessary by the Company or the relocation services company.

### ***Duplicate Housing***

If you close on a home in the destination location before closing on your home in the departure location, duplicate housing expenses will be reimbursed by the Company for up to (3) three months. For purposes of this benefit, "closing" will be interpreted to mean that financial responsibilities have ended (for the former home) or have started (for the new home).

Duplicate housing expenses will be reimbursed on the home with the lowest costs. Eligible expenses include mortgage interest (first mortgage only), real estate taxes, insurance. Payment will only be provided with appropriate documentation of expenses and time period is submitted.

Only in rare circumstances would both Duplicate Housing and Temporary Housing benefits be eligible for concurrent reimbursement and only with prior written approval.

### ***Temporary Living***

If required, temporary accommodation can be provided for up to 30 days for renters and 60 days for home purchase assistance upon arrival in the destination location (or until furnished housing is available) if you are unable to move into your permanent residence but are required to work in the destination. The temporary housing period begins on the day of your arrival in the destination location and ends with whichever of the following occurs first:

The new home is ready for occupancy.  
Delivery of your household goods to the new home.  
The temporary housing period expires.

You are responsible for any additional temporary housing costs that result from your decision to build a home in the new location.

Temporary housing accommodations will be coordinated through the relocation services company who will contact the appropriate resource to determine availability of units and leasing terms, provide you with the name(s) and location(s) of available unit(s) for your selection and assist in negotiating terms of the lease in accordance with the appropriate reimbursement guidelines and your requirements. They will also maintain contact with you throughout the temporary housing period to coordinate changes or resolve issues.

#### ***Per Diems***

Per diems are intended to cover daily expenses for meals during home finding, temp living (if there are no cooking appliances in the temporary housing unit) and cease when you move into your long-term accommodation. The Company will provide a per diem of USD 25 for employee only whilst in temp living. During home finding the spouse will be covered at the above rate. To receive monies for per diems, enter the appropriate amounts and number of days on the relocation expense form. Receipts do not need to be submitted.

#### ***Final Travel to The Destination Location***

You and your family will be reimbursed for en route expenses from the departure location to the destination location, up to a maximum of five days if required. Reimbursable expenses include airfare, lodging (one night in the departure and destination locations and nights en route), per diem of USD 25 for employee and spouse or mileage, parking and tolls which is the required travel if the distance is less than 500 miles one-way. If driving, you must travel by the most direct route.

In addition, you will be reimbursed for one final return trip from the destination location to the departure location if required, to finalize your move. The trip must be taken prior to the delivery of the household goods in the destination location. All travel should be booked in accordance with the Company's travel policy. Expenses should be paid by your personal credit card, not a corporate credit card. If you travel by air, you should use any available discounts (including weekend discounts) and make reservations far enough in advance to get the lowest possible airfare.

#### ***Household Goods - Storage in Transit***

If you must vacate your previous residence before you have procured permanent housing at the new location, the Company will pay for storage costs of household goods for up to 60 days. Storage costs incur at a daily rate. Your mover will designate an agent to arrange storage of your goods.

## **Automobiles**

If you are moving less than 500 miles, you are expected to drive your automobile(s) to the new location. You will be reimbursed for mileage and tolls if you drive your automobile(s). The Company will ship one automobile if you are moving 500 miles or more and the shipment is the most cost-effective manner. The automobile must be in working order and its value must exceed the cost of shipping.

See "Final Travel to the destination location" for mileage coverage should you choose to drive to the new location. The Company covers up to a total of two automobiles, whether by shipping or mileage reimbursement, or a combination of the two only if you have a spouse or dependent child who is the primary driver of the second automobile.

## ***Miscellaneous Expense Allowance***

In recognition that you will have incidental expenses in buying a new home, you will receive a Miscellaneous Expense Allowance equal USD 3,000 for a single individual or USD 5,000 for a family. The allowance will be paid to you after your signed Repayment Agreement has been received by the relocation company. Although it is expected to be paid sooner, it will be paid in all events no later than March 15 of the year following the year in which your signed Repayment Agreement has been received.

Items which this allowance intends to include, but are not limited to are auto registration, club membership or dues payments, driver's license, house cleaning services, installation of appliances, carpeting, window treatments etc. laundry/dry cleaning, phone, utility or cable deposits and installation fees, professional tax services and tips to movers.

You are not required to submit receipts for expenses incurred under the Miscellaneous Expense Allowance, however, you may wish to keep receipts for your personal tax records.

The miscellaneous expense allowance will be reported as additional compensation, subject to payroll deductions, including federal, state, and local income taxes and FICA. This payment will not be grossed-up for any applicable taxes.

## ***Spouse Career Assistance***

If your spouse is employed, the Company can provide employment assistance benefits through the Relocation Management Company coordinated resource. The assistance may consist, for example of, professional career search consultation, development of resume and training in job search skills, including interviews and salary negotiation skills. Reimbursement of Spouse Career Assistance will be capped at USD1,000 and must be used within 12 months of your effective day of transfer.

The Company will not pay expenses involved in moving a spouse's business from one location to another. You must submit an expense report to be reimbursed for this service.

This payment is reported as additional compensation, subject to payroll deductions, including federal, state, and local income taxes and FICA. Such payments are grossed- up.

## **SECTION 6: Household Goods Removal for Rental Assistance and Homeowner in the Destination Location**

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### ***Household Goods Removal***

The relocation company will select a moving company to assist with your household goods removal and will coordinate the details. The cost of moving household goods including insurance from your current residence to the destination location residence will be paid directly by the relocation company.

The moving company selected will perform all packing, loading, transporting, unloading, and partial unpacking required, including normal appliance servicing. The mover will provide all required packing materials and remove the debris upon completion of the move. Prior to the start of packing, the moving company representative will complete a survey, by phone or in person, of those household goods you will be moving. This survey is used to determine what services, materials and equipment will be required to complete your move.

Special arrangements for shipping antiques or other items of extreme value must be approved in advance and supporting documentation such as insurance appraisals is required for verification. The Company does not cover the costs of appraisals. Special crating expenses must have prior approval.

Please check the inventory list prepared by the movers very carefully before you sign the document. You will want to be sure it is accurate and includes all goods intended for shipment. When your goods arrive, you or a responsible family member must be present to check off every item brought into your home. If you discover any damage to your goods, set the damaged goods and container aside and immediately notify your Personal Move Manager for instructions on how to file a claim. The moving company will provide you with the proper claim forms and procedures.

### **Excluded Items, Services and Costs**

Movement of the following items are NOT covered by the Company: aerosol products or flammable materials, items requiring excessive or special van accommodations, boats (14 feet in length or longer), canoes/ trailers, farm equipment, firewood, logs, patio blocks or other construction materials, frozen foods or other perishables, jewelry, furs, firearms, high value collection, currency or art, liquors or carbonated beverages, money, personal papers, records, tickets, securities or legal documents, pets or livestock, plants, stamps, coins or other valuable collections, tractors over 25 (hp), trailers, campers, motorcycles, jet skis, snowmobiles or recreational vehicles, yard items that are large and require additional labor for dismantling and re-assembly (i.e. swimming pools, spas, storage sheds, satellite antennas, swing sets, etc.)

In addition to the above list, the following are services or costs that are NOT covered by the Company: draining of waterbeds, cost of appraisals, housecleaning, maid service or janitorial services at either your new or old location, removal or installation of draperies or related items, removal or installation of wall-to-wall carpeting, restocking of freezer.

## **SECTION 7: Tax Liability Assistance**

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Most reimbursements made to or on your behalf that are directly related to relocation are considered taxable income. The Internal Revenue Service has taken the position that all reimbursements made by the Company are considered "compensation for services". You must report all relocation reimbursements on your federal income tax return.

### **Tax Gross-up**

Unless otherwise indicated in this policy, the Company will pay the estimated federal (at the supplemental tax rate only), state, local, FICA, and Medicare tax liability (gross-up) that arises from the taxable but generally not deductible portion of Company-reimbursed expenses associated with a Company-requested relocation. The estimated tax liability (including tax-on-tax, or full gross-up) will take into consideration your marital status, number of dependents, and only your Company earned income (annual salary).

The amount of tax gross-up will be remitted by the Company directly to the appropriate revenue agency and reported as withheld taxes on your W-2 Wage and Tax Statement.

The determination of whether an item is or is not deductible by you on your individual income tax return is a personal decision you must make. The way that an item is treated by the Company for purposes of income tax withholding does not constitute tax advice.

## SECTION 8: Repayment Agreement (Option 1)

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### REPAYMENT AGREEMENT

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

This letter will serve to acknowledge that if I relocate from \_\_\_\_\_ (departure location) to \_\_\_\_\_ (destination location), and relocate my personal residence to the \_\_\_\_\_ (City/State destination) area, that Enviri Corporation ("Enviri") has agreed to pay a one-time lump sum NET payment of USD 125,000 for certain expenses which may be incurred in connection with such relocation of my personal residence and provide a gross- up for federal, state, local, FICA and medical taxes related to such expenses (collectively "Relocation Benefit"). In consideration for Enviri providing the Relocation Benefit, I agree that I will repay the Relocation Benefit in accordance with the prorated repayment schedule set forth below if, within (2) two years from the date that I receive the one-time lump sum NET payment ("Relocation Date"), I: (i) resign my employment for any reason whatsoever: or (ii) am dismissed by Enviri for Cause (as defined in the paragraph below).

Prorated repayment schedule: The total Relocation Benefit that I am required to repay to Enviri will be reduced by 1/24 for each month from the Relocation Date up to the (2) two- year period. For example, if I leave the employment of Enviri after 16 months post the Relocation Date, I would owe Enviri 8/24 or 1/3 of the amount of the Relocation Benefits.

For purposes of this Agreement, "Cause" shall mean a termination of employment initiated by Enviri on account of willful misconduct; a violation of the law; commission of any act constituting financial dishonesty against Enviri; violation of any part of any agreement between myself and Enviri; violation of the Enviri Code of Conduct or any of the specific workplace policies referenced therein; disclosure of confidential information regarding Enviri, its operations, its suppliers, or its customers; aiding or assisting any person or entity that is competitive with Enviri or its successors; or failure to return to work upon a recall from a temporary layoff.

I acknowledge that Enviri's agreement to provide me with Relocation Benefit, including the nature and the amount, time, and method of such payment or reimbursement shall be by Enviri's written Relocation Policy provided to me in connection with this relocation, as the same may be amended from time to time in Enviri's sole discretion and any other applicable policies and procedures in effect at the time of my relocation (collectively, the "Relocation Policies").

Further, I acknowledge that any extraordinary expenses incurred that are not usual, customary, and reasonable relocation expenses and expressly included in the Relocation Policies ("Extraordinary Expenses"), will not be paid or reimbursed by Enviri unless I receive prior written approval from Enviri for such Extraordinary Expenses. In the event that Enviri pays or reimburses me for any such Extraordinary Expenses but did not expressly approve such Extraordinary Expenses in writing, I will be required to repay Enviri, immediately upon notice from Enviri, all non-approved amounts.

I agree that I shall pay to Enviri, all amounts which I may be required to repay hereunder on or before the effective date of my termination of employment. I further agree that Enviri may deduct, withhold, and retain all or any portion of the amount which I may be required to repay hereunder from any wages, salary, vacation pay, severance pay, or stock option upon the termination of employment. I also understand that I shall remain liable for such amount, which may be due more than any sums deducted, withheld, and retained by Enviri.

Except as stated above, I shall have no liability or responsibility to repay to Enviri any amounts paid or agreed to be paid by Enviri on my behalf or reimbursed to me in connection with the relocation of my residence.

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Name of Employee

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Signature of Employee

**ACKNOWLEDGED by Enviri**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Repayment Agreement (Option 2)

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### REPAYMENT AGREEMENT

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

This letter will serve to acknowledge that if I relocate from \_\_\_\_\_ (departure location) to \_\_\_\_\_ (destination location), and relocate my personal residence to the \_\_\_\_\_ (City/State destination) area, that Enviri Corporation ("Enviri") has agreed to pay on my behalf or reimburse me for certain expenses which may be incurred in connection with such relocation of my personal residence and provide a gross-up for federal, state, local and FICA taxes related to such expenses (collectively "Relocation Benefits"). In consideration for Enviri providing these Relocation Benefits, I agree that I will repay the Relocation Benefits in accordance with the prorated repayment schedule set forth below if, within (2) two years from the date that I have relocated my personal residence to the \_\_\_\_\_ (City/State destination) area ("Relocation Date"), I; (i) resign my employment for any reason whatsoever; or (ii) am dismissed by Enviri for Cause (as defined in the paragraph below).

Prorated repayment schedule: The total Relocation Benefits that I am required to repay to Enviri will be reduced by 1/24 for each month from the Relocation Date up to the (2) two- year period. For example, if I leave the employment of Enviri after 16 months post the Relocation Date, I would owe Enviri 8/24 or 1/3 of the amount of the Relocation Benefits.

For purposes of this Agreement, "Cause" shall mean a termination of employment initiated by Enviri on account of willful misconduct; a violation of the law; commission of any act constituting financial dishonesty against Enviri; violation of any part of any agreement between myself and Enviri; violation of the Enviri Code of Conduct or any of the specific workplace policies referenced therein; disclosure of confidential information regarding Enviri, its operations, its suppliers, or its customers; aiding or assisting any person or entity that is competitive with Enviri or its successors; or failure to return to work upon a recall from a temporary layoff.

I acknowledge that Enviri's agreement to provide me with Relocation Benefits, including the nature and the amount, time, and method of such payment or reimbursement shall be by Enviri's written Relocation Policy provided to me in connection with this relocation, as the same may be amended from time to time in Enviri's sole discretion and any other

applicable policies and procedures in effect at the time of my relocation (collectively, the "Relocation Policies").

Further, I acknowledge that any extraordinary expenses incurred that are not usual, customary, and reasonable relocation expenses and expressly included in the Relocation Policies ("Extraordinary Expenses"), will not be paid or reimbursed by Enviri unless I receive prior written approval from Enviri for such Extraordinary Expenses. In the event that Enviri pays or reimburses me for any such Extraordinary Expenses but did not expressly approve such Extraordinary Expenses in writing, I will be required to repay Enviri, immediately upon notice from Enviri, all non-approved amounts.

I agree that I shall pay to Enviri, all amounts which I may be required to repay hereunder on or before the effective date of my termination of employment. I further agree that Enviri may deduct, withhold, and retain all or any portion of the amount which I may be required to repay hereunder from any wages, salary, vacation pay, severance pay, or stock option upon the termination of employment. I also understand that I shall remain liable for such amount, which may be due more than any sums deducted, withheld, and retained by Enviri.

Except as stated above, I shall have no liability or responsibility to repay to Enviri any amounts paid or agreed to be paid by Enviri on my behalf or reimbursed to me in connection with the relocation of my residence.

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Name of Employee

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Signature of Employee

**ACKNOWLEDGED by Enviri**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXECUTION VERSION****OMNIBUS AMENDMENT**

This OMNIBUS AMENDMENT (this “Amendment”), dated as of June 18, 2024, is the:

(i) SECOND AMENDMENT TO RECEIVABLES PURCHASE AGREEMENT, among HARSCO RECEIVABLES LLC, as seller (the “Seller”), ENVIRI CORPORATION (F/K/A HARSCO CORPORATION), as initial servicer (in such capacity, the “Servicer”), and PNC BANK, NATIONAL ASSOCIATION (“PNC”), as administrative agent (in such capacity, the “Administrative Agent”) and a purchaser; and

(ii) SECOND AMENDMENT TO PURCHASE AND CONTRIBUTION AGREEMENT, among the Servicer, VARIOUS ENTITIES LISTED ON THE SIGNATURE PAGES HERETO AS ORIGINATORS (each an “Originator”; and collectively, the “Originators”), and HARSCO RECEIVABLES LLC, as buyer (in such capacity, the “Buyer”).

Capitalized terms used but not otherwise defined herein (including such terms used above) have the respective meanings assigned thereto in the Receivables Purchase Agreement described below.

**BACKGROUND**

A. The Seller, the Servicer, PNC and PNC Capital Markets LLC have entered into that certain Receivables Purchase Agreement, dated as of June 24, 2022 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Receivables Purchase Agreement”);

B. The Servicer, the Originators and the Buyer have entered into that certain Purchase and Contribution Agreement, dated as of June 24, 2022 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Purchase and Contribution Agreement” and together with the Receivables Purchase Agreement, the “Agreements”);

C. Enviri Corporation (f/k/a Harsco Corporation) (“Enviri”), as the performance guarantor (in such capacity, the “Performance Guarantor”), is a party to that certain Performance Guaranty, dated as of June 24, 2022, in favor of the Administrative Agent for the benefit of the Secured Parties (as may be amended, restated, supplemented or otherwise modified from time to time, the “Performance Guaranty”);

D. Concurrently herewith, Enviri, as buyer, the Seller, as seller, and PNC are entering into that certain Assignment Agreement (the “Assignment Agreement”), dated as of the date hereof; and

E. The parties hereto desire to amend the Agreements, in each case, as set forth herein.

**AMENDMENT**

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

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1. Amendments to the Receivables Purchase Agreement The Receivables Purchase Agreement is hereby amended to incorporate the changes shown on the marked pages of the Receivables Purchase Agreement attached hereto as Exhibit A.

2. Amendments to the Purchase and Contribution Agreement

(a) The Purchase and Contribution Agreement is hereby amended to incorporate the changes shown on the marked pages of the Purchase and Contribution Agreement attached hereto as Exhibit B.

(b) As of the date, if any, on which the Kearny Name Change (as defined below) occurs, each reference to "Clean Earth of North Jersey, Inc." in the Purchase and Contribution Agreement is hereby replaced with a reference to "Clean Earth of Kearny, NJ".

(c) As of the date, if any, on which the Hatfield Name Change (as defined below) occurs, each reference to "Republic Environmental Systems (Pennsylvania), LLC" in the Purchase and Contribution Agreement is hereby replaced with a reference to "Clean Earth of Hatfield, PA LLC".

(d) As of date, if any, on which the Transportation Group Name Change (as defined below) occurs, each reference to "Republic Environmental Systems (Transportation Group), LLC" in the Purchase and Contribution Agreement is hereby replaced with a reference to "Clean Earth Transportation Group East, LLC".

3. Notice of Transaction: Consent to Transaction

(a) *Notice of Transaction.* The Servicer hereby provides notice of Harsco's intention to sell certain Pool Receivables in connection with Project Sunrise with an aggregate Outstanding Balance of \$9,200,362.55 (as of March 31, 2024) (such sale, the "Subject Transaction") on or prior to the Subject Transaction Date (as defined in the Receivables Purchase Agreement as amended hereby) and requests that each of the parties hereto acknowledge and consent to the occurrence of the Subject Transaction effective as of the date of the Subject Transaction.

(b) *Consent to Subject Transaction.* Subject to the terms and conditions of this Amendment, including the accuracy of each of the representations and warranties set forth herein, each of the parties hereto hereby: (i) acknowledges receipt of the notice set forth in Section 3(a) above, (ii) consents to the occurrence of the Subject Transaction effective as of the date of the Subject Transaction and (iii) waives any notice requirement set forth in the Agreements, whether as a prerequisite or condition precedent to the effectiveness of the Subject Transaction or otherwise.

(c) *General Limitations.* The foregoing limited consent shall be strictly limited to its terms. Consistent with the foregoing, nothing contained herein shall be deemed to be a consent to any party to the Transaction Documents failing to perform its obligations under the Transaction Documents other than solely to the extent set forth above. Notwithstanding anything to the contrary herein or in the Transaction Documents, by executing this

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Amendment, no party hereto is now waiving or consenting to, nor has it agreed to waive or consent to in the future (i) the modification or breach of any provision of the Transaction Documents, other than as expressly set forth in Sections 3(a) and 3(b) above, (ii) any Purchase and Contribution Termination Event, Unmatured Purchase and Contribution Termination Event, Event of Default or Unmatured Event of Default under the Agreements or the other Transaction Documents (whether presently or subsequently existing or arising), other than as expressly set forth in Sections 3(a) and 3(b) above or (iii) any rights, powers or remedies presently or subsequently available to any of the parties hereto or any other Person against the Seller, any Originator or the Servicer under any Agreement, any of the other Transaction Documents, applicable law or otherwise, relating to any matter other than solely to the extent expressly consented to herein, each of which rights, powers or remedies is hereby specifically and expressly reserved and continue.

(d) *No Waiver of Indemnification, Etc.* Without limiting the generality of the foregoing and for the avoidance of doubt, the parties hereto are not hereby waiving or releasing, nor have they agreed to waive or release in the future, any right or claim to indemnification or reimbursement by, or damages from, the Seller, any Originator or the Servicer or any other Person under any Transaction Document, including without limitation, for any liability, obligation, loss, damage, penalty, judgment, settlement, cost, expense or disbursement resulting or arising directly or indirectly from the Subject Transaction.

(e) *Conditions and Limitations.* The foregoing limited consent shall be subject to the conditions that (i) the consummation of the Subject Transaction shall have occurred on or prior to the Subject Transaction Date, (ii) no Capital Coverage Amount Deficit exists or would exist after giving effect to the Subject Transaction and (iii) the Administrative Agent shall have received the following (or waived the receipt thereof in writing) on or prior to the date of the consummation of the Subject Transaction: (A) counterparts to an assignment agreement executed by each of the Seller, Enviri, the Administrative Agent and each Purchaser and (B) a *pro forma* Monthly Report calculated after giving effect to the Subject Transaction. To the extent that the conditions set forth in the clause (e) are not timely satisfied, the foregoing limited consent shall be automatically revoked and cease to have any force or effect.

#### 4. Notice of Name Changes; Consent to Name Changes

(a) *Notice of Name Changes.* The Servicer hereby provides notice of (i) Clean Earth of North Jersey, Inc.'s intention to change its name to Clean Earth of Kearny, NJ Inc. (the "Kearny Name Change"), (ii) Republic Environmental Systems (Pennsylvania), LLC's intention to change its name to Clean Earth of Hatfield, PA LLC (the "Hatfield Name Change") and (iii) Republic Environmental Systems (Transportation Group), LLC's intention to change its name to Clean Earth Transportation Group East, LLC (the "Transportation Group Name Change") and together with the Kearny Name Change and the Hatfield Name Change, the "Subject Name Changes") and requests that each of the parties hereto acknowledge and consent to the occurrence of each Subject Name Change effective as of the date of such Subject Name Change.

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(b) *Consent to Subject Name Changes.* Subject to the terms and conditions of this Amendment, including the accuracy of each of the representations and warranties set forth herein, each of the parties hereto hereby: (i) acknowledges receipt of the notice set forth in Section 4(a) above, (ii) consents to the occurrence of each Subject Name Change effective as of the date of such Subject Name Change and (iii) waives any notice requirement set forth in the Agreements, whether as a prerequisite or condition precedent to the effectiveness of each Subject Name Change or otherwise.

(c) *General Limitations.* The foregoing limited consent shall be strictly limited to its terms. Consistent with the foregoing, nothing contained herein shall be deemed to be a consent to any party to the Transaction Documents failing to perform its obligations under the Transaction Documents other than solely to the extent set forth above. Notwithstanding anything to the contrary herein or in the Transaction Documents, by executing this Amendment, no party hereto is now waiving or consenting to, nor has it agreed to waive or consent to in the future (i) the modification or breach of any provision of the Transaction Documents, other than as expressly set forth in Sections 4(a) and 4(b) above, (ii) any Purchase and Contribution Termination Event, Unmatured Purchase and Contribution Termination Event, Event of Default or Unmatured Event of Default under the Agreements or the other Transaction Documents (whether presently or subsequently existing or arising), other than as expressly set forth in Sections 4(a) and 4(b) above or (iii) any rights, powers or remedies presently or subsequently available to any of the parties hereto or any other Person against the Seller, any Originator or the Servicer under any Agreement, any of the other Transaction Documents, applicable law or otherwise, relating to any matter other than solely to the extent expressly consented to herein, each of which rights, powers or remedies is hereby specifically and expressly reserved and continue.

(d) *No Waiver of Indemnification, Etc.* Without limiting the generality of the foregoing and for the avoidance of doubt, the parties hereto are not hereby waiving or releasing, nor have they agreed to waive or release in the future, any right or claim to indemnification or reimbursement by, or damages from, the Seller, any Originator or the Servicer or any other Person under any Transaction Document, including without limitation, for any liability, obligation, loss, damage, penalty, judgment, settlement, cost, expense or disbursement resulting or arising directly or indirectly from the Subject Name Changes.

(e) *Conditions and Limitations.* The foregoing limited consent shall be subject to the conditions that the Administrative Agent shall have received the following (or waived the receipt thereof in writing) on or prior to the date of the consummation of each Subject Name Change: (i) evidence of filing of the each applicable UCC-3 amendment described in Section 5 hereof, (ii) such officer certificates as the Administrative Agent may reasonably request, (iii) a certificate of good standing (or similar) with respect to the applicable entity from such entity's jurisdiction of organization and (iv) lien search reports with respect to such entity in such entity's jurisdiction of organization. To the extent that the conditions set forth in the clause (e) are not timely satisfied, the foregoing limited consent shall be automatically revoked and cease to have any force or effect.

5. Authorization to File Financing Statement Amendment Upon the effectiveness of each Subject Name Change, each of the parties hereto hereby authorize the Administrative Agent to file (at the expense of the Seller) the applicable UCC-3 amendment in substantially the form of

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Exhibit C hereto amending the applicable UCC-1 financing statement identified onExhibit D hereto.

6. Additional Agreements. The parties hereto hereby agree to the terms set forth onSchedule VI attached hereto.

7. Representations and Warranties of the Seller, Servicer, Originators and Buyer. The Seller, Servicer, each of the Originators, and the Buyer each hereby represent and warrant to each of the parties hereto as of the date hereof as follows:

(a) *Representations and Warranties.* Immediately after giving effect to this Amendment and the Assignment Agreement, each of the representations and warranties made by it under the applicable Agreements and each of the Transaction Documents to which it is a party are true and correct in all material respects as of the date hereof (unless stated to relate to an earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date).

(b) *Enforceability.* The execution and delivery by it of this Amendment and the Assignment Agreement, and the performance of its obligations under this Amendment and the Assignment Agreement, the applicable Agreements, as amended hereby, and the other Transaction Documents to which it is a party, are within its organizational powers and have been duly authorized by all necessary organizational action on its part. This Amendment, the Assignment Agreement, the applicable Agreements, as amended hereby, and the other Transaction Documents to which it is a party are (assuming due authorization and execution by the other parties thereto) its valid and legally binding obligations, enforceable in accordance with its respective terms, except (i) as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) as such enforceability may be limited by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(c) *No Default.* Immediately after giving effect to this Amendment, the Assignment Agreement and the transactions contemplated hereby and thereby, no Purchase and Contribution Termination Event, Unmatured Purchase and Contribution Termination Event, Event of Default or Unmatured Event of Default exists or shall exist.

(d) *No Capital Coverage Deficit.* No Capital Coverage Amount Deficit exists or would exist after giving effect to this Amendment, the Assignment Agreement and the transactions contemplated hereby and thereby.

8. Entire Agreement. Except as otherwise amended hereby, all of the other terms and provisions of each Agreement are and shall remain in full force and effect and the Agreements, as amended and supplemented by this Amendment, is hereby ratified and confirmed by the parties hereto. After this Amendment becomes effective, (i) all references in the Receivables Purchase Agreement (or in any other Transaction Document) to "this Agreement", "hereof", "herein" or words of similar effect referring to the Receivables Purchase Agreement shall be deemed to be references to the Receivables Purchase Agreement as amended by this Amendment and (ii) all references in the Purchase and Contribution Agreement (or in any other Transaction

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Document) to "this Agreement", "hereof", "herein" or words of similar effect referring to the Purchase and Contribution Agreement shall be deemed to be references to the Purchase and Contribution Agreement as amended by this Amendment. This Amendment contains the entire understanding of the parties with respect to the provisions of the Agreements amended and supplemented hereby and may not be modified except in writing signed by all parties. This Amendment shall not be deemed, either expressly or impliedly, to waive, amend or supplement any provision of either Agreement other than as set forth herein.

9. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart hereof by facsimile or other electronic means shall be equally effective as delivery of an originally executed counterpart. The words "execution", "executed", "signed", "signature", and words of like import in this Amendment and the other Transaction Documents shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

10. Severability. Any provisions of this Amendment which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11. Effectiveness. This Amendment shall become effective subject to the conditions precedent that the Administrative Agent shall have received the following (or waived the receipt thereof in writing):

- (a) counterparts to this Amendment and the Assignment Agreement executed by each of the parties hereto and thereto;
- (b) a *pro forma* Monthly Report calculated after giving effect to this Amendment and the Assignment Agreement;
- (c) a copy of the resolutions or unanimous written consent of the board of directors or other governing body of each of the Seller and the Servicer, approving this Amendment and the other Transaction Documents to be executed and delivered by it and the transactions contemplated hereby and thereby, certified by the Secretary or Assistant Secretary of such Person, or a certification that the resolutions or unanimous written consent previously delivered by such Person to the Administrative Agent on the Closing Date remain in full force and effect;
- (d) good standing certificates for each of the Seller and the Servicer issued as of a recent date acceptable to the Administrative Agent by the Secretary of State (or similar official) of the jurisdiction of such Person's organization or formation; and

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(e) a certificate of the Secretary or Assistant Secretary of each of the Seller and the Servicer, certifying the names and true signatures of the officers authorized on such Person's behalf to sign this Amendment and the other Transaction Documents to be executed and delivered by it.

12. Governing Law.

(a) THIS AMENDMENT, INCLUDING THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT WITHOUT REGARD TO ANY OTHER CONFLICTS OF LAW PROVISIONS THEREOF, EXCEPT TO THE EXTENT THAT THE PERFECTION, THE EFFECT OF PERFECTION OR PRIORITY OF THE INTERESTS OF ADMINISTRATIVE AGENT OR ANY PURCHASER IN THE SOLD ASSETS OR SELLER COLLATERAL IS GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK).

(b) EACH PARTY HERETO HEREBY IRREVOCABLY SUBMITS TO (I) WITH RESPECT TO THE SELLER AND THE SERVICER, THE EXCLUSIVE JURISDICTION, AND (II) WITH RESPECT TO EACH OF THE OTHER PARTIES HERETO, THE NON-EXCLUSIVE JURISDICTION, IN EACH CASE, OF ANY NEW YORK STATE OR FEDERAL COURT SITTING IN NEW YORK CITY, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AMENDMENT OR ANY OTHER TRANSACTION DOCUMENT, AND EACH PARTY HERETO HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING (I) IF BROUGHT BY THE SELLER, THE SERVICER OR ANY AFFILIATE THEREOF, SHALL BE HEARD AND DETERMINED, AND (II) IF BROUGHT BY ANY OTHER PARTY TO THIS AMENDMENT OR ANY OTHER TRANSACTION DOCUMENT, MAY BE HEARD AND DETERMINED, IN EACH CASE, IN SUCH NEW YORK STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. NOTHING IN THIS CLAUSE SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY OTHER PURCHASER PARTY TO BRING ANY ACTION OR PROCEEDING AGAINST THE SELLER OR THE SERVICER OR ANY OF THEIR RESPECTIVE PROPERTY IN THE COURTS OF OTHER JURISDICTIONS. EACH OF THE SELLER AND THE SERVICER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH OF THE SELLER AND THE SERVICER CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO IT AT ITS ADDRESS SPECIFIED IN SCHEDULE III OF THE RECEIVABLES PURCHASE AGREEMENT. NOTHING IN THIS CLAUSE SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY OTHER PURCHASER PARTY TO SERVE LEGAL PROCESS IN ANY OTHER MANNER

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PERMITTED BY LAW. EACH PARTY HERETO HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AMENDMENT OR ANY OTHER TRANSACTION DOCUMENT.

13. Section Headings. The various headings of this Amendment are included for convenience only and shall not affect the meaning or interpretation of this Amendment, the Agreements or any provision hereof or thereof.

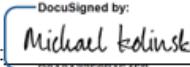
14. Reaffirmation of Performance Guaranty. After giving effect to this Amendment, the Assignment Agreement and each of the transactions contemplated hereby and thereby, all of the provisions of the Performance Guaranty shall remain in full force and effect and the Performance Guarantor hereby ratifies and affirms the Performance Guaranty and acknowledges that the Performance Guaranty has continued and shall continue in full force and effect in accordance with its terms.

*[Signature pages follow]*

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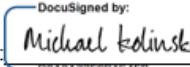
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

**HARSCO RECEIVABLES LLC,**  
as the Seller and as the Buyer

By:   
Name: Michael H. Kolinsky

Title: Vice President - Treasurer, Tax and Real Estate

**ENVIRI CORPORATION,**  
as the Servicer, as an Originator and as the Performance Guarantor

By:   
Name: Michael H. Kolinsky

Title: Vice President - Treasurer, Tax and Real Estate

**HARSCO CLEAN EARTH HOLDINGS, LLC CEHI ACQUISITION, LLC**  
as Originators

By:\_\_ Name: Joshua Zalasky  
Title: President, Secretary

**21ST CENTURY ENVIRONMENTAL MANAGEMENT OF  
NEVADA, LLC 21ST CENTURY ENVIRONMENTAL  
MANAGEMENT, LLC OF RHODE ISLAND ADVANCED  
REMEDIATION & DISPOSAL TECHNOLOGIES OF DELAWARE, LLC  
AERC ACQUISITION CORPORATION ALLIED ENVIRONMENTAL  
GROUP, LLC ALLWORTH, LLC  
BURLINGTON ENVIRONMENTAL, LLC CEI HOLDING, LLC  
CHEMICAL POLLUTION CONTROL OF FLORIDA, LLC  
CHEMICAL RECLAMATION SERVICES, LLC CHEMICAL POLLUTION  
CONTROL, LLC OF**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

**HARSCO RECEIVABLES LLC,**  
as the Seller and as the Buyer

By: \_\_ Name: Michael H. Kolinsky  
Title: Vice President

**ENVIRI CORPORATION,**  
as the Servicer, as an Originator and as the Performance Guarantor

By: \_\_ Name: Michael H. Kolinsky  
Title: Vice President - Treasurer, Tax and Real Estate

**HARSCO CLEAN EARTH HOLDINGS, LLC CEHI ACQUISITION, LLC**  
as Originators

By:   
Name: Joshua Zalasky

Title: President, Secretary

**21ST CENTURY ENVIRONMENTAL MANAGEMENT OF NEVADA,  
LLC 21ST CENTURY ENVIRONMENTAL  
MANAGEMENT, LLC OF RHODE ISLAND ADVANCED REMEDIATION  
& DISPOSAL TECHNOLOGIES OF DELAWARE, LLC AERC  
ACQUISITION CORPORATION ALLIED ENVIRONMENTAL GROUP,  
LLC ALLWORTH,LLC  
BURLINGTON ENVIRONMENTAL, LLC CEI HOLDING, LLC  
CHEMICAL POLLUTION CONTROL OF FLORIDA, LLC  
CHEMICAL RECLAMATION SERVICES, LLC CHEMICAL POLLUTION  
CONTROL, LLC OF**

**NEW YORK**  
**CLEAN EARTH ENVIRONMENTAL SERVICES, INC.**  
**AES ASSET ACQUISITION CORPORATION CLEAN EARTH**  
**ENVIRONMENTAL SOLUTIONS, INC.**  
**CLEAN EARTH, LLC**  
**CLEAN EARTH HOLDINGS, LLC CLEAN EARTH SPECIALTY**  
**WASTE SOLUTIONS, INC.**  
**CLEAN EARTH OF ALABAMA, INC. CLEAN EARTH OF**  
**CARTERET, LLC**  
**CLEAN EARTH DREDGING TECHNOLOGIES, LLC CLEAN EARTH OF**  
**GEORGIA, LLC**  
**CLEAN EARTH OF GREATER WASHINGTON, LLC**  
**CLEAN EARTH OF MARYLAND, LLC CLEAN EARTH OF NEW**  
**CASTLE, LLC CLEAN EARTH OF NORTH JERSEY, INC. CLEAN**  
**EARTH OF PHILADELPHIA, LLC**  
**CLEAN EARTH OF SOUTHEAST PENNSYLVANIA, LLC**  
**CLEAN EARTH OF SOUTHERN FLORIDA, LLC CLEAN EARTH OF**  
**WILLIAMSPORT, LLC CLEAN EARTH OF MICHIGAN, LLC**  
**CLEAN ROCK PROPERTIES LTD. ESOL TOPCO LLC**  
**GENERAL ENVIRONMENTAL MANAGEMENT OF RANCHO CORDOVA**  
**LLC LUNTZ ACQUISITION (DELAWARE), LLC NORTHLAND**  
**ENVIRONMENTAL, LLC NORTRU, LLC**  
**PHILIP RECLAMATION SERVICES, HOUSTON, LLC**  
**PSC ENVIRONMENTAL SERVICES LLC PSC RECOVERY**  
**SYSTEMS, LLC**  
**REAL PROPERTY ACQUISITION LLC**  
**REPUBLIC ENVIRONMENTAL RECYCLING (NEW JERSEY), INC.**  
**REPUBLIC ENVIRONMENTAL SYSTEMS (PENNSYLVANIA), LLC**  
**REPUBLIC ENVIRONMENTAL SYSTEMS (TRANSPORTATION GROUP), LLC**  
**RHO-CHEM, LLC**  
**SOLVENT RECOVERY, LLC GARDNER ROAD OIL,**  
**LLC**

**CLEAN EARTH MOBILE SERVICES, LLC CLEAN EARTH OF  
PUERTO RICO, LLC ENVIRONMENTAL SOIL MANAGEMENT, INC.  
ENVIRONMENTAL SOIL MANAGEMENT OF NEW YORK, LIMITED LIABILITY  
COMPANY  
MKC ACQUISITION CORPORATION  
CLEAN EARTH CORPORATE SERVICES, LLC CLEAN EARTH  
GOVERNMENT SERVICES, LLC,  
as Originators**

DocuSigned by:  
  
00D75E4121444E8...

By:\_\_\_\_\_  
Name: Sarah Kowalczyk Title: Secretary

**PNC BANK, NATIONAL ASSOCIATION,**  
as Administrative Agent



By:\_\_ Name: Christopher Blaney  
Title: Senior Vice President

**PNC BANK, NATIONAL ASSOCIATION,**  
as a Purchaser



By:\_\_ Name: Christopher Blaney  
Title: Senior Vice President

**ENVIRI CORPORATION**

**RESTRICTED STOCK UNITS AGREEMENT (FORM)**

This RESTRICTED STOCK UNITS AGREEMENT (this "**Agreement**") is made as of March [7, 2023]<sup>1</sup> [11, 2024]<sup>2</sup>, by and between Enviri Corporation, a Delaware corporation, and [Participant Name:First Name Last Name] (the "**Grantee**").

1. **Certain Definitions.** Capitalized terms used, but not otherwise defined, in this Agreement will have the meanings given to such terms in the Company's 2013 Equity and Incentive Compensation Plan, as amended by Amendment No. 1 to the 2013 Equity and Incentive Compensation Plan (the "Plan").

2. **Grant of RSUs.** Subject to and upon the terms, conditions and restrictions set forth in this Agreement, including, without limitation, Exhibit A attached hereto (the "Non Competition Agreement"), any additional terms and conditions for the Grantee's country (Grantees outside the United States only) set forth in the attached Exhibit B which forms part of this Agreement, and in the Plan the Company grants to the Grantee, as of March [7, 2023]<sup>1</sup> [11, 2024]<sup>2</sup> (the "Date of Grant"), [Granted:Shares Granted] Restricted Stock Units ("RSUs"). Each RSU shall represent the right of the Grantee to receive one share of Common Stock subject to and upon the terms and conditions of this Agreement. Notwithstanding anything in this Section 2 or otherwise in this Agreement to the contrary, the Grantee acknowledges and agrees to be bound by the restrictive covenant terms, conditions and provisions in the Non-Competition Agreement as a "Grantee" as referred to therein.

3. **Restrictions on Transfer of RSUs.** Subject to Section 15 of the Plan, neither the RSUs granted hereby nor any interest therein or in the Common Stock related thereto shall be transferable prior to payment to the Grantee pursuant to Section 5 hereof other than by will or pursuant to the laws of descent and distribution.

4. **Vesting of RSUs.** Subject to the terms and conditions of this Agreement and the Plan, the RSUs covered by this Agreement shall vest as described in this Section.

(a) The RSUs covered by this Agreement shall vest and become nonforfeitable and payable to the Grantee pursuant to **Section 5** hereof as follows, provided Grantee has continuously been employed with the Company or a Subsidiary through such respective Vesting Date:

<b>Percentage of RSU Vesting</b>	<b>Vesting Date</b>
33.3%	(a) One Year from Grant Date
33.3%	(b) Two Years from Grant Date
33.3%	(c) Three Years From Grant Date

Any RSUs that do not so become nonforfeitable on a Vesting Date will be forfeited, including, except as provided in **Section 4(b)** or **Section 4(d)** below, if the Grantee ceases to be continuously employed by the Company or a Subsidiary prior to a Vesting Date. For purposes of this Agreement, "continuously employed" (or substantially similar term) means the absence of any interruption or termination of the Grantee's employment with the Company or with a

<sup>1</sup> For Awards granted on or after March 7, 2023

<sup>2</sup> For Awards granted on or after March 11, 2024

Subsidiary of the Company. Continuous employment shall not be considered interrupted or terminated in the case of sick leave, military leave or any other leave of absence approved by the Company or in the case of transfers between locations of the Company and its Subsidiaries.

- (b) Notwithstanding Section 4(a) above, all of the RSUs shall become nonforfeitable and payable to the Grantee pursuant to Section 5 hereof upon the occurrence of any of the following events (each, a "Paying Event") at a time when the RSUs have not been forfeited (to the extent the RSUs have not previously become nonforfeitable):
  - (i) the Grantee's death or becoming Disabled while the Grantee is continuously employed by the Company or any of its Subsidiaries; or
  - (ii) the Grantee's retirement (A) at age 62 or older [plus 5 years of service]<sup>3</sup> while continuously employed by the Company or any of its Subsidiaries; or (B) at or after such time as the Grantee's age (minimum of age 55), plus full years of continuous employment by the Company or any of its Subsidiaries, equals 75.
- (c) For purposes of this **Section 4**, the Grantee shall be considered "Disabled" if the Grantee is: (i) unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve months, or (ii) by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Company.
- (d) (i) Notwithstanding **Section 4(a)** above, if at any time before a Vesting Date or forfeiture of the RSUs, and while the Grantee is continuously employed by the Company or a Subsidiary, a Change in Control occurs, then the unvested RSUs will become nonforfeitable and payable to the Grantee in accordance with **Section 5** hereof, except to the extent that a Replacement Award is provided to the Grantee in accordance with **Section 4(d)(ii)** to continue, replace or assume the RSUs covered by this Agreement (the "**Replaced Award**").
  - (ii) For purposes of this Agreement, a "Replacement Award" means an award (A) of the same type (e.g., time-based restricted stock units) as the Replaced Award, (B) that has a value at least equal to the value of the Replaced Award, (C) that relates to publicly traded equity securities of the Company or its successor in the Change in Control or another entity that is affiliated with the Company or its successor following the Change in Control or is payable solely in cash, (D) if the Grantee holding the Replaced Award is subject to U.S. federal income tax under the Code, the tax consequences of which to such Grantee under the Code are not less favorable to such Grantee than the tax consequences of the Replaced Award, and (E) the other terms and conditions of

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<sup>3</sup> For Awards granted on or after March 11, 2024

which are not less favorable to the Grantee holding the Replaced Award than the terms and conditions of the Replaced Award (including the provisions that would apply in the event of a subsequent Change in Control). A Replacement Award may be granted only to the extent it does not result in the Replaced Award or Replacement Award failing to comply with or be exempt from Section 409A of the Code. Without limiting the generality of the foregoing, the Replacement Award may take the form of a continuation of the Replaced Award if the requirements of the two preceding sentences are satisfied. The determination of whether the conditions of this **Section 4(d)(ii)** are satisfied will be made by the Committee, as constituted immediately before the Change in Control, in its sole discretion.

- (iii) If, upon receiving a Replacement Award, the Grantee's employment with the Company or a Subsidiary (or any of their successors) (as applicable, the "**Successor**") is subsequently terminated by the Grantee for Good Reason or by the Successor without Cause within a period of two years after the Change in Control, 100% of the Replacement Award will become nonforfeitable and payable with respect to the time-based restricted stock units covered by such Replacement Award.
- (iv) A termination by the Grantee for "Good Reason" means Grantee's termination of his or her employment with the Successor as a result of the occurrence of any of the following: (A) a change in the Grantee's principal location of employment that is greater than 50 miles from such location as of the date of this Agreement without the Grantee's consent; provided, however, that the Grantee hereby acknowledges that the Grantee may be required to engage in travel in connection with the performance of the Grantee's duties and that such travel shall not constitute a change in the Grantee's principal location of employment for purposes hereof; (B) a material diminution in the Grantee's base compensation; (C) a change in the Grantee's position with the Successor without the Grantee's consent such that there is a material diminution in the Grantee's authority, duties or responsibilities; or (D) any other action or inaction that constitutes a material breach by the Successor of the agreement, if any, under which the Grantee provides services to the Successor or its subsidiaries. Notwithstanding the foregoing, the Grantee's termination of the Grantee's employment with the Successor as a result of the occurrence of any of the foregoing shall not constitute a termination for "Good Reason" unless (X) the Grantee gives the Successor written notice of such occurrence within 90 days of such occurrence and such occurrence is not cured by the Successor within 30 days of the date on which such written notice is received by the Successor and (Y) the Grantee actually terminates his or her employment with the Successor prior to the 365th day following such occurrence.
- (v) A termination by the Successor without "Cause" means the Successor's termination of the Grantee's employment with the Successor under circumstances that do not involve or relate to the occurrence of any of the following: (A) an act or acts of personal dishonesty taken by the Grantee and intended to result in

substantial personal enrichment of the Grantee at the expense of the Company; (B) repeated failure by the Grantee to devote reasonable attention and time during normal business hours to the business and affairs of the Company or to use the Grantee's reasonable best efforts to perform faithfully and efficiently the responsibilities assigned to the Grantee (provided that such failure is demonstrated to be willful and deliberate on the Grantee's part and is not remedied in a reasonable period of time after receipt of written notice from the Company); or (C) the conviction of the Grantee of a felony.

## **5. Form and Time of Payment of RSUs.**

(a) Payment for the RSUs, after and to the extent they have become nonforfeitable, shall be made in the form of shares of Common Stock. Except as provided in Section 5(b) or 5(c), payment shall be made within 10 days following the date that the RSUs become nonforfeitable pursuant to Section 4 hereof.

(b) If the RSUs become nonforfeitable (i) by reason of the occurrence of a Change in Control as described in Section 4(d), and if the Change in Control does not constitute a "change in control" for purposes of Section 409A(a)(2)(A)(v) of the Code, or (ii) by reason of a termination of the Grantee's employment by reason of retirement, and if such termination does not constitute a "separation from service" for purposes of Section 409A(a)(2)(A)(i) of the Code, then payment for RSUs will be made upon the earliest of (v) the Grantee's "separation from service" with the Company and its Subsidiaries (determined in accordance with Section 409A(a)(2)(A)(i) of the Code), (w) the Vesting Date for such RSUs, (x) the Grantee's death, (y) the occurrence of a Change in Control that constitutes a "change in control" for purposes of Section 409A(a)(2)(A)(v) of the Code, or (z) the Grantee's becoming Disabled.

(c) If the RSUs become payable on the Grantee's "separation from service" with the Company and its Subsidiaries within the meaning of Section 409A(a)(2)(A)(i) of the Code (including by reason of the Grantee's retirement as described in Section 4(b)(ii), due to the termination of the Grantee's employment under the conditions specified in Section 4(d)(iii) of this Agreement or by reason of Section 5(b)) and the Grantee is a "specified employee" as determined pursuant to procedures adopted by the Company in compliance with Section 409A of the Code, then payment for the RSUs shall be made on the earlier of the first day of the seventh month after the date of the Grantee's "separation from service" with the Company and its Subsidiaries within the meaning of Section 409A(a)(2)(A)(i) of the Code or the Grantee's death.

(d) Except to the extent provided by Section 409A of the Code and permitted by the Committee, no Common Stock may be issued to the Grantee at a time earlier than otherwise expressly provided in this Agreement.

(e) The Company's obligations to the Grantee with respect to the RSUs will be satisfied in full upon the issuance of Common Stock corresponding to such RSUs.

## **6. Dividend Equivalents; Voting and Other Rights.**

(a) The Grantee shall have no rights of ownership in the Common Stock underlying the RSUs and no right to vote the Common Stock underlying the RSUs until the date

on which the shares of Common Stock underlying the RSUs are issued or transferred to the Grantee pursuant to **Section 5** above.

(b) From and after the Date of Grant and until the earlier of (i) the time when the RSUs become nonforfeitable and are paid in accordance with **Section 5** hereof or (ii) the time when the Grantee's right to receive Common Stock in payment of the RSUs is forfeited in accordance with **Section 4** hereof, on the date that the Company pays a cash dividend (if any) to holders of Common Stock generally, the Grantee shall be entitled to a current cash payment equal to the value of the product of (x) the dollar amount of the cash dividend paid per share of Common Stock on such date and (y) the total number of RSUs covered by this Agreement. [Such dividend equivalents (if any) shall be paid in cash during the vesting period for the RSUs.]<sup>4</sup> [Any such accrued dividend equivalents (if any) shall be paid in cash upon vesting of the applicable RSUs and any accrued dividend equivalents (if any) shall be forfeited if such RSU's are forfeited.]<sup>5</sup>

(c) The obligations of the Company under this Agreement will be merely that of an unfunded and unsecured promise of the Company to deliver shares of Common Stock in the future, and the rights of the Grantee will be no greater than that of an unsecured general creditor. No assets of the Company will be held or set aside as security for the obligations of the Company under this Agreement.

7. **Adjustments.** The RSUs are subject to mandatory adjustment under the terms of Section 11 of the Plan.

8. **Withholding Taxes.** To the extent that the Company is required to withhold federal, state, local or foreign taxes in connection with the delivery to the Grantee of Common Stock or any other payment to the Grantee or any other payment or vesting event under this Agreement, the Grantee hereby authorizes withholding from payroll and any other amounts payable to the Grantee, including amounts payable hereunder, and otherwise agrees to make adequate provision for, any sums required to satisfy such tax withholding obligations of the Company. The Company shall have no obligation to make delivery or payment hereunder until the tax withholding obligations of the Company have been satisfied by the Grantee. If all or any part of such withholding requirement be satisfied by retention by the Company of a portion of the Common Stock to be delivered to the Grantee or by delivering to the Company other shares of Common Stock held by the Grantee, the shares so retained shall be credited against such withholding requirement at the Market Value per Share of such Common Stock on the date of such delivery. In no event will the market value of the Common Stock to be withheld and/or delivered pursuant to this Section 8 to satisfy applicable withholding taxes exceed the minimum amount of taxes required to be withheld, unless otherwise agreed to by the Grantee, provided, however, that such amount shall not exceed the statutory maximum withholding rates.

9. **Compliance With Law.** The Company shall make reasonable efforts to comply with all applicable federal and state securities laws; provided, however, notwithstanding any other provision of the Plan and this Agreement, the Company shall not be obligated to issue any Common Stock pursuant to this Agreement if the issuance thereof would result in a violation of any such law.

10. **Compliance With Section 409A of the Code.** To the extent applicable, it is intended that this Agreement and the Plan comply with the provisions of Section 409A of the Code. This Agreement and the Plan shall be administered in a manner consistent with this intent, and any provision that would cause this Agreement or the Plan to fail to satisfy Section

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<sup>4</sup> For Awards granted on or after March 7, 2023.

<sup>5</sup> For Awards granted on or after March 11, 2024.

409A of the Code shall have no force or effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of the Grantee).

11. **Interpretation.** Any reference in this Agreement to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service. Except as expressly provided in this Agreement, capitalized terms used herein will have the meaning ascribed to such terms in the Plan.

12. **No Employment Rights.** The grant of the RSUs under this Agreement to the Grantee is a voluntary, discretionary award being made on a one-time basis and it does not constitute a commitment to make any future awards. The grant of the RSUs and any payments made hereunder will not be considered salary or other compensation for purposes of any severance pay or similar allowance, except as otherwise required by law. Nothing contained in this Agreement shall confer upon the Grantee any right to be employed or remain employed by the Company or any of its Subsidiaries, nor limit or affect in any manner the right of the Company or any of its Subsidiaries to terminate the employment or adjust the compensation of the Grantee.

13. **Relation to Other Benefits.** Any economic or other benefit to the Grantee under this Agreement or the Plan shall not be taken into account in determining any benefits to which the Grantee may be entitled under any profit-sharing, retirement or other benefit or compensation plan maintained by the Company or any of its Subsidiaries and shall not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or any of its Subsidiaries.

14. **Amendments.** Any amendment to the Plan shall be deemed to be an amendment to this Agreement to the extent that the amendment is applicable hereto; provided, however, that (a) no amendment shall adversely affect the rights of the Grantee under this Agreement without the Grantee's written consent, and (b) the Grantee's consent shall not be required to an amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code.

15. **Severability.** In the event that one or more of the provisions of this Agreement shall be invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall be deemed to be separable from the other provisions hereof, and the remaining provisions hereof shall continue to be valid and fully enforceable.

16. **Relation to Plan.** This Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern. The Committee acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein or in the Plan, have the right to determine any questions which arise in connection with this Agreement. In addition, the RSUs shall be subject to the terms and conditions of the Company's clawback policy in effect on the Date of Grant as if such RSUs were "Incentive-Based Compensation" (as such term is defined in such clawback policy).

17. **Successors and Assigns.** Without limiting **Section 3** hereof, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of the Grantee, and the successors and assigns of the Company.

18. **Governing Law**. This Agreement will be construed under the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions, and the parties consent and agree that the federal and state courts of the Commonwealth of Pennsylvania will have exclusive jurisdiction over any dispute relating to this Non- Competition Agreement.

19. **Acknowledgement**. The Grantee acknowledges that the Grantee (a) has received a copy of the Plan, (b) has had an opportunity to review the terms of this Agreement and the Plan, (c) understands the terms and conditions of this Agreement and the Plan and (d) agrees to such terms and conditions.

20. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by its duly authorized officer and the Grantee has executed this Agreement, effective as of the day and year first above written.

**ENVIRI CORPORATION**

By: /s/ F. Nicholas Grasberger III

Name: F. Nicholas Grasberger III

Title: Chairman, President and CEO

The undersigned hereby acknowledges receipt of an executed version of this Agreement and accepts the award of RSUs granted hereunder on the terms and conditions set forth herein and in the Plan (including the terms of the Non-Competition Agreement, attached hereto as **Exhibit A**).

**GRANTEE**

By:\_\_

Name:

**EXHIBIT A**

**Non-Competition Agreement**

1. Grant. Grantee acknowledges that Grantee has access to the confidential and proprietary trade secret information of Enviro Corporation, including its subsidiaries, joint ventures, and operating divisions (the "Company"), as further described below ("Confidential/Proprietary Trade Secret Information"). Further, Grantee acknowledges that Grantee derives significant value from the Company and from the Confidential/Proprietary Trade Secret Information provided during the term of employment with the Company, which enables Grantee to optimize the performance of the Company's performance and Grantee's own personal, professional, and financial benefit. In consideration of the grant described in the award agreement (the "Agreement") to which these terms, conditions and provisions (the "Non-Competition Agreement") are attached as an exhibit, Grantee agrees that, during Grantee's employment by the Company, and for a period of twelve (12) months after the cessation of such employment for any reason (both such periods collectively referred to as the "Restricted Period"), Grantee will not, directly or indirectly, engage in any of the following competitive activities:
  - (a) For Grantee or on behalf of any other corporation, business, partnership, individual, or other entity, directly or indirectly solicit, divert, contract with, or attempt to solicit, divert, or contract with, any customer with whom Grantee had Material Contact during the final two (2) years of Grantee's employment with the Company concerning any products or services that are similar to those that Grantee was responsible for or were otherwise involved with during Grantee's employment with the Company. For purposes of this Non-Competition Agreement, the Grantee will have had "Material Contact" with a customer if: (i) Grantee had business dealings with the customer on the Company's behalf; (ii) Grantee was responsible for supervising or coordinating the dealings between the Company and the customer; or (iii) Grantee obtained Confidential/Proprietary Trade Secret Information about the customer as a result of Grantee's association with the Company;
  - (b) Within the geographic territory where Grantee was employed by the Company, obtained knowledge of Confidential/Proprietary Trade Secret Information, or had contact with the Company's customers, become employed by or otherwise render services to (as a director, employee, contractor or consultant) or have any ownership interest in any business which is engaged in offering the same or similar products or services as, or otherwise competes with those Company, including its subsidiaries and operating unit(s) with which Grantee was employed or in any way involved during the last twelve (12) months of employment with the Company; or
  - (c) (i) induce, offer, assist, encourage or suggest that another business or enterprise offer employment to or enter into a consulting arrangement with any employee, agent or representative of the Company or (ii) induce, offer, assist, encourage or suggest that any employee, agent or representative of the Company, including its subsidiaries and joint ventures, terminate his or her employment or business

affiliation with the Company or accept employment with any other business or enterprise.

(d) Confidential/Proprietary Trade Secret Information.

- (i) Grantee agrees to keep secret and confidential all Confidential/Proprietary Trade Secret Information (further described below) acquired by Grantee while employed by the Company or concerning the business and affairs of the Company, its vendors, its customers, and its affiliates (whether of a business, commercial or technological nature), and further agrees that Grantee will not disclose any such Confidential/Proprietary Trade Secret Information so acquired to any individual, partner, company, firm, corporation or other person or use the same in any manner other than in connection with the business and affairs of the Company and its affiliates. Except in the performance of services for the Company, the Grantee will not, for so long as the Confidential/Proprietary Trade Secret Information remains so designated under applicable law, use, disclose, reproduce, distribute, transmit, reverse engineer, decompile, disassemble, or transfer the Confidential/Proprietary Trade Secret Information or any portion thereof.
- (ii) For purposes of this Non-Competition Agreement, "Confidential/Proprietary Trade Secret Information" includes all information of a confidential or proprietary nature that relates to the business, products, services, research or development of the Company, and its affiliates or their respective suppliers, distributors, customers, independent contractors or other business relations. Confidential/Proprietary Trade Secret Information also includes, but is not limited to, the following: (A) internal business information (including information relating to strategic and staffing plans and practices, business, training, financial, marketing, promotional and sales plans and practices, cost, rate and pricing structures, accounting and business methods and customer and supplier lists); (B) identities of, individual requirements of, specific contractual arrangements with and information about, the Company's suppliers, distributors, customers, independent contractors or other business relations and their confidential information; (C) trade secrets, copyrightable works and other confidential information (including ideas, formulas, recipes, compositions, inventions, innovations, improvements, developments, methods, know-how, manufacturing and production processes and techniques, research and development information, compilations of data and analyses, data and databases relating thereto, techniques, systems, records, manuals, documentation, models, drawings, specifications, designs, plans, proposals, reports and all similar or related information whether patentable or unpatentable and whether or not reduced to practice); (D) other intellectual property rights of the Company, or any of its affiliates; and (E) any other information that would constitute a trade secret under the Pennsylvania Uniform Trade Secrets Act, as amended from time to time (or any successor). The term

"Confidential/Proprietary Trade Secret Information" also includes any information or data described above which the Company obtains from another party and which the Company treats as proprietary or designates as trade secrets, whether or not owned or developed by the Company.

- (iii) All documents and materials supplied to Grantee or developed by Grantee in the course of, or as a result of Grantee's employment at the Company whether in hard copy, electronic format or otherwise shall be the sole property of the Company. Grantee will at any time upon the request of the Company and in any event promptly upon termination of Grantee's employment or relationship with the Company, but in any event no later than five (5) business days after such termination, deliver all such materials to the Company and will not retain any originals or copies of such materials, whether in hard copy form or as computerized and/or electronic records. Except to the extent approved by the Company or required by Grantee's bona fide job duties for the Company, the Grantee also agrees that Grantee will not copy or remove from the Company's place of business or the place of business of a customer of the Company, property or information belonging to the Company or the customer or entrusted to the Company or the customer. In addition, the Grantee agrees that Grantee will not provide any such materials to any competitor of or entity seeking to compete with the Company unless specifically approved in writing by the Company. Notwithstanding anything in paragraph 1(d)(3) of this Non-Competition Agreement to the contrary, if the Company needs to take legal action to secure such return delivery of such materials, Grantee shall be responsible for all legal fees, costs and expenses incurred by the Company in doing so.
- (iv) Grantee understands that nothing contained in this Agreement limits Grantee's ability to file a charge or complaint with any federal, state or local governmental agency or commission ("Government Agencies"). Grantee further understands that this Agreement does not limit Grantee's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be commenced by any Government Agency including providing documents or other information without notice to the Company. This Agreement does not limit the Grantee's right to receive an award for information provided to any Government Agencies.

2. Subsequent Employment.

- (a) Advise the Company of New Employment. In the event of a cessation of Grantee's employment with the Company, and during the Restricted Period described in paragraph 1 above, Grantee agrees to disclose to the Company, the name and address of any new employer or business affiliation within ten (10) calendar days of Grantee's accepting such position. In the event that Grantee fails to notify the Company of such new employment or business affiliation as

required above, the Restricted Period will be extended by a period equal to the period of nondisclosure.

- (b) Grantee's Ability to Earn Livelihood. Grantee acknowledges that, in the event of a cessation of Grantee's employment with the Company, for any reason and at any time, the provisions of paragraph 1 of this Non-Competition Agreement will not unreasonably restrict Grantee's ability to earn a living. Grantee and the Company acknowledge that Grantee's rights have been limited by this Non-Competition Agreement only to the extent reasonably necessary to protect the legitimate interests of the Company in its Confidential/Proprietary Trade Secret Information.

3. Enforcement. Grantee agrees that if Grantee violates the covenants and agreements set forth in this Non-Competition Agreement, the Company would suffer irreparable harm, and that such harm to the Company may be impossible to measure in monetary damages. Accordingly, in addition to any other remedies which the Company may have at law or in equity, the Company will have the right to have all obligations, undertakings, agreements, covenants and other provisions of this Non-Competition Agreement specifically performed by Grantee, and the Company will have the right to obtain preliminary and permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach, of this Non-Competition Agreement. In such event, the Company will be entitled to an accounting and repayment of all profits, compensation, remunerations or benefits which Grantee or others, directly or indirectly, have realized or may realize as a result of, growing out of, or in conjunction with any violation of this Non-Competition Agreement. Such remedies will be an addition to and not in limitation of any injunctive relief or other rights or remedies to which the Company is or may be entitled at law or in equity. In the event that the Company obtains any requested relief in any action brought to enforce the terms of this Non-Competition Agreement through court proceedings, the Company will be entitled to reimbursement for all legal fees, costs and expenses incident to enforcement.

4. Severability. If any section, paragraph, term or provision of this Non-Competition Agreement, or the application thereof, is determined by a competent court or tribunal to be invalid or unenforceable, then the other parts of such section, paragraph, term or provision will not be affected thereby and will be given full force and effect without regard to the invalid or unenforceable portions, and the section, paragraph, term or provision of this Non-Competition Agreement will be deemed modified to the extent necessary to render it valid and enforceable.

5. Miscellaneous.

- (a) Employment.
  - (i) This Non-Competition Agreement does not constitute a guarantee of employment and termination of employment will not affect the enforceability of this Non-Competition Agreement.
  - (ii) Grantee agrees that if Grantee is transferred from the entity or division which was Grantee's employer at the time Grantee signed this Non-

Competition Agreement to employment by another division or another company that is a subsidiary or affiliate of Enviri Corporation, and Grantee has not entered into a superseding agreement with the new employer covering the subject matter of this Non-Competition Agreement, then this Non-Competition Agreement will continue in effect and the Grantee's new employer will be termed "the Company" for all purposes hereunder and will have the right to enforce this Non-Competition Agreement as Grantee's employer. In the event of any subsequent transfer, Grantee's new employer will succeed to all rights under this Non-Competition Agreement so long as such employer will be Enviri Corporation or one of its subsidiaries or affiliates and so long as this Non-Competition Agreement has not been superseded.

- (b) Headings. The headings contained in this Non-Competition Agreement are inserted for convenience of reference only, and will not be deemed to be a part of this Non-Competition Agreement for any purposes, and will not in any way define or affect the meaning, construction or scope of any of the provisions of this Non-Competition Agreement.
- (c) Governing Law. This Non-Competition Agreement will be construed under the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions, and the parties consent and agree that the federal and state courts of the Commonwealth of Pennsylvania will have exclusive jurisdiction over any dispute relating to this Non-Competition Agreement.
- (d) Supplemental Nature of this Non-Competition Agreement. The restrictions set forth in paragraph 1 of this Non-Competition Agreement will be in addition to any other such restrictive covenants agreed to through separate agreements, if any, between Grantee and the Company and will survive the exercise of the equity award evidenced by the Agreement.
- (e) Waiver. The failure by the Company to enforce any right or remedy available to it under this Non-Competition Agreement will not be construed to be a waiver of such right or remedy with respect to any other prior, concurrent or subsequent breach or failure. No waiver of rights under this Non-Competition Agreement will be effective unless made in writing with specific reference to this Non-Competition Agreement.
- (f) Notification. Grantee agreed that the Company may notify any third party about Grantee's obligations under this Non-Competition Agreement until such time as Grantee has performed all of Grantee's obligations hereunder. Upon the Company's request, Grantee agrees to provide the Company with information, including, but not limited to, supplying details of Grantee's subsequent employment, sufficient to verify that Grantee has not breached, or is not breaching, any covenant in this Non-Competition Agreement.
- (g) Tolling. In the event that Grantee violates any of the covenants set forth in this Non-Competition Agreement, then the Company shall have the benefit of the full

period of the covenants such that the covenants shall have the duration of the Restricted Period computed from the date Grantee ceased violation of the covenants, either by order of the court or otherwise.

(h) Acknowledgments.

- (i) Grantee acknowledges and agrees that this Non-Competition Agreement is in consideration of, (A) the grant evidenced by the Agreement, (B) access to Confidential/Proprietary Trade Secret Information, as required by Grantee's job duties, and (C) access to important customer relationships and the associated customer goodwill of the Company.
- (ii) Grantee acknowledges that he or she has carefully read and considered the provisions of this Non-Competition Agreement, and that this Non-Competition Agreement is reasonable as to time and scope and activities prohibited, given the Company's need to protect its interests and given the consideration provided to Grantee in the form of the grant evidenced by the Agreement.
- (iii) Grantee acknowledges that he or she has had an opportunity to consult with an independent legal counsel of Grantee's choosing, and accept the grant contained in the Agreement and continuing employment on the terms set forth in this Non-Competition Agreement.

## EXHIBIT B

### **Additional Terms and Conditions for International Employees**

#### **TERMS AND CONDITIONS**

This Exhibit B (this "Exhibit"), which is part of the Agreement, contains additional terms and conditions that govern the RSUs granted to the Grantee under the Plan if he or she resides outside the United States. The terms and conditions in Part A apply to **all** Grantees outside the United States. The country-specific terms and conditions and/or notifications in Part B will also apply to the Grantee if he or she resides in one of the countries listed below. Unless otherwise defined, capitalized terms used but not defined in this Exhibit have the meanings set forth in the Plan and/or the Agreement.

#### **NOTIFICATIONS**

This Exhibit also includes information regarding exchange controls and certain other issues of which the Grantee should be aware with respect to participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the respective countries as of November 2017. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Grantee not rely on the information in this Exhibit as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out of date at the time that the Grantee vests in the RSUs or sell shares of Common Stock acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Grantee's particular situation, and the Company is not in a position to assure the Grantee of a particular result. Accordingly, the Grantee is advised to seek appropriate professional advice as to how the relevant laws in his or her country may apply to the Grantee's situation.

Finally, if the Grantee is a citizen or resident, or is considered a resident, of a country other than the one in which he or she is currently working, or transferred employment after the RSUs were granted to him or her, the information contained herein may not be applicable. In addition, the Company shall, in its sole discretion, determine to what extent the additional terms and conditions included herein will apply to you under these circumstances.

#### **A. ALL NON-U.S. COUNTRIES ADDITIONAL TERMS AND CONDITIONS**

The following additional terms and conditions will apply to the Grantee if he or she resides in any country outside the United States.

**Responsibility for Taxes.** The following section replaces Section 8 of the Agreement in its entirety:

The Grantee acknowledges that, regardless of any action taken by the Company or, if different, the Grantee's employer (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related

to the Grantee's participation in the Plan and legally applicable to the Grantee ("Tax-Related Items") is and remains the Grantee's responsibility and may exceed the amount actually withheld by the Company or the Employer. The Grantee further acknowledges that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSU, including, but not limited to, the grant, vesting or settlement of the RSUs, the subsequent sale of shares of Common Stock acquired pursuant to such settlement and the receipt of any dividends and/or any dividend equivalents; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee is subject to Tax-Related Items in more than one jurisdiction between the Date of Grant and the date of any relevant taxable or tax withholding event, as applicable, the Grantee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Grantee agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company and/or the Employer to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following methods: (i) requiring payment by the Grantee to the Company, on demand, by cash, check or other method of payment as may be determined acceptable by the Company; or (ii) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or the Employer; or (iii) withholding from proceeds of the sale of shares of Common Stock acquired at vesting of the RSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on the Grantee's behalf pursuant to this authorization) without further consent; or (iv) withholding shares of Common Stock issuable at vesting of the RSUs.

Depending on the withholding method, the Company and/or the Employer may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other applicable withholding rates, including maximum applicable rates, in which case the Grantee will receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Stock equivalent. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, for tax purposes, the Grantee is deemed to have been issued the full number of shares of Common Stock subject to the vested RSUs, notwithstanding that a number of the shares of Common Stock are held back solely for the purpose of paying the Tax-Related Items.

Finally, the Grantee agrees to pay the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Grantee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares or the proceeds of the sale of shares of Common Stock, if the Grantee fails to comply with the Grantee's obligations in connection with the Tax-Related Items.

**Nature of Grant.** In accepting the grant, the Grantee acknowledges, understands and agrees that: (1) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent

permitted by the Plan; (2) all decisions with respect to future RSU or other grants, if any, will be at the sole discretion of the Company; (3) the Grantee is voluntarily participating in the Plan; (4) the RSU and the shares of Common Stock subject to the RSU are not intended to replace any pension rights or compensation; (5) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted with certainty; (6) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from the termination of the Grantee's employment or other service relationship (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Grantee is employed or the terms of the Grantee's employment agreement, if any), and in consideration of the grant of the RSUs to which the Grantee is otherwise not entitled, the Grantee irrevocably agrees never to institute any claim against the Company, any of its Subsidiaries or the Employer, waives the Grantee's ability, if any, to bring any such claim, and releases the Company, its Subsidiaries and the Employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Grantee shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim; (7) for purposes of the RSUs, the Grantee's employment or service relationship will be considered terminated as of the date the Grantee is no longer actively providing services to the Company or one of its Subsidiaries (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Grantee is employed or providing services or the terms of the Grantee's employment or service agreement, if any) and unless otherwise expressly provided in these Terms and Conditions or determined by the Company, the Grantee's right to vest in the RSUs under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., the Grantee's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Grantee is employed or providing services or the terms of the Grantee's employment or service agreement, if any); the Company shall have the exclusive discretion to determine when the Grantee is no longer actively providing services for purposes of the Grantee's RSU grant (including whether the Grantee may still be considered to be providing services while on an approved leave of absence); (8) unless otherwise provided in the Plan or by the Company in its discretion, the RSUs and the benefits evidenced by these Terms and Conditions do not create any entitlement to have the RSUs or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; (9) the RSUs and the shares of Common Stock subject to the RSUs, and the income and value of same, are not part of normal or expected compensation for any purpose, including, without limitation, calculating severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments; and (10) the Grantee acknowledges and agrees that neither the Company, the Employer nor any subsidiary or affiliate of the Company shall be liable for any foreign exchange rate fluctuation between the Grantee's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to the Grantee pursuant to the settlement of the RSUs or the subsequent sale of any shares of Common Stock acquired upon settlement.

**No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Grantee's participation in the Plan, or the Grantee's acquisition or sale of the underlying shares of Common Stock. The

Grantee is hereby advised to consult with the Grantee's own personal tax, legal and financial advisors regarding the Grantee's participation in the Plan before taking any action related to the Plan.

**Data Privacy for Grantees not based in the European Economic Area or the United Kingdom.**

***The Grantee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, including email, of the Grantee's personal data as described in the Agreement and any other RSU grant materials ("Data") by and among, as applicable, the Employer, the Company and its subsidiaries and affiliates for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan.***

The Grantee understands that the Company and the Employer may hold certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all RSUs or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor, for the exclusive purpose of implementing, administering and managing the Plan.

The Grantee understands that Data will be transferred to the Company's stock transfer agent and/or broker, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Grantee understands that the recipients of the Data may be located in the United States or elsewhere (including outside the EEA), and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Grantee's country. The Grantee understands that the Grantee may request a list with the names and addresses of any potential recipients of the Data by contacting the Grantee's local human resources representative. The Grantee authorizes the Company, the Company's stock transfer agent and/or broker, and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that Data will be held only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan. The Grantee understands that the Grantee may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Grantee's local human resources representative. Further, the Grantee understands that the Grantee is providing the consents herein on a purely voluntary basis. If the Grantee does not consent, or if the Grantee later seeks to revoke the Grantee's consent, the Grantee's employment status or service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing the Grantee's consent is that the Company would not be able to grant the Grantee RSUs or other equity awards or administer or maintain such awards. Therefore, the Grantee understands that refusing or withdrawing the Grantee's consent may affect the Grantee's ability to participate in the Plan. For more information on the consequences of the Grantee's refusal to consent or withdrawal of consent, the Grantee understands that the Grantee may contact the Grantee's local human resources representative.

**Data Privacy for Grantees based in the European Economic Area (including the United Kingdom).**

The Company and its subsidiaries and affiliates will process the data of the Grantee in accordance with (i) the applicable data privacy policy or policies adopted by the Company or its subsidiaries and affiliates; and (ii) the data privacy notice(s) provided to the Grantee covering the processing of the Grantee's data in connection with the Plan.

The Grantee understands and acknowledges that the processing of their data by the Company and its subsidiaries and affiliates in relation to the operation of the Plan is necessary for (i) the performance of the Agreement; (ii) to comply with any legal obligation in relation to the operation of the Plan; and (iii) to account for any tax and duties in relation to the Plan.

**Governing Law and Venue.** The RSU grant and the provisions of the Agreement are governed by, and subject to, the internal substantive laws of the State of Delaware in the United States of America (with the exception of its conflict of law provisions).

For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this grant or the Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the Commonwealth of Pennsylvania in the United States of America and agree that such litigation shall be conducted only in the courts of Cumberland County, the Commonwealth of Pennsylvania, or the federal courts for the United States of America for the Middle District of Pennsylvania, and no other courts, where this grant is made and/or to be performed.

**Compliance with Law.** The following section supplements Section 9 of the Agreement: Notwithstanding any other provision of the Plan or the Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Common Stock, the Company shall not be required to deliver any shares issuable upon settlement of the RSUs prior to the completion of any registration or qualification of the shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Grantee understands that the Company is under no obligation to register or qualify the shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, the Grantee agrees that Company shall have unilateral authority to amend the Plan and the Agreement without the Grantee's consent to the extent necessary to comply with securities or other laws applicable to issuance of shares.

**Language.** If the Grantee has received the Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

**Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means, including email. The Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

**Severability.** The provisions of these Terms and Conditions are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

**Imposition of Other Requirements.** Subject to Section 14 of the Agreement, the Company reserves the right to impose other requirements on the Grantee's participation in the Plan, on the RSUs and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

**Waiver.** The Grantee acknowledges that a waiver by the Company of breach of any provision of these Terms and Conditions shall not operate or be construed as a waiver of any other provision of these Terms and Conditions, or of any subsequent breach by the Grantee or any other Participant.

## **B. COUNTRY-SPECIFIC ADDITIONAL TERMS AND CONDITIONS AND NOTIFICATIONS**

### **AUSTRALIA**

#### **TERMS AND CONDITIONS**

**Settlement of RSUs.** Notwithstanding anything to the contrary in the Agreement, upon the vesting of the RSUs, the Grantee will receive a cash payment in an amount equal to the value of the shares of Common Stock underlying the vested RSUs on the vesting date. As long as the Grantee resides in Australia, he or she may not receive or hold shares of Common Stock in connection with the RSUs under the Plan. Accordingly, any provisions in the Agreement referring to issuance of shares of Common Stock shall not be applicable to the Grantee as long as he or she resides in Australia.

#### **NOTIFICATIONS**

**Exchange Control Information.** Exchange control reporting is required for cash transactions exceeding \$10,000 and international fund transfers. The Australian bank assisting with the transaction will file the report.

### **BELGIUM**

#### **NOTIFICATIONS**

**Tax Reporting Information.** Grantee is required to report any bank accounts opened and maintained outside of Belgium on his or her annual Belgian tax return.

## **BRAZIL**

### **TERMS AND CONDITIONS**

**Compliance with Law.** By accepting the RSUs, the Grantee acknowledges that he or she agrees to comply with applicable Brazilian laws and pay any and all applicable taxes associated with the vesting of the RSUs, the receipt of any dividends, and the sale of shares of Common Stock acquired under the Plan.

### **NOTIFICATIONS**

**Exchange Control Information.** If the Grantee is resident or domiciled in Brazil, he or she will be required to submit annually a declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is equal to or greater than US \$100,000. Assets and rights that must be reported include shares of Common Stock.

## **CANADA**

### **TERMS AND CONDITIONS**

**Settlement.** Notwithstanding any discretion in the Plan or anything to the contrary in this Agreement, this grant of RSUs, along with any dividend equivalent amounts otherwise payable under Section 6 of this Agreement, shall only be settled in newly-issued shares of Common Stock, and without the use of any form of employee benefit trust. This provision is without prejudice to the application of Section 8 of this Agreement, provided the Grantee has been given a reasonably opportunity to pay (either out his/her own funds or via payroll deduction) the relevant withholding tax amounts.

**Continuous Employment.** The following provision supplements this Agreement and the Plan:

A Grantee's "continuous employment" (or substantially similar term) with the Company or a Subsidiary, as the case may be, will be deemed to have been terminated (regardless of the reason for the termination and whether or not later found to be invalid or in breach of applicable law in the jurisdiction where Grantee is rendering services or the terms of Grantee's employment or other service agreement, if any) on the date that is the earliest of (1) the termination date of Grantee's status as an employee, (2) the date Grantee receives written notice of termination of Grantee's status as an employee or service provider, or (3) the date Grantee is no longer actively employed by or actively providing services to the Company or any of its Subsidiaries regardless of any notice period or period of pay in lieu of such notice mandated under applicable law (including, but not limited to, statutory law, regulatory law and/or common law) in the jurisdiction where Grantee is employed or rendering service or the terms of Grantee's employment or other service agreement, if any.

Notwithstanding the foregoing, if applicable employment or labour standards legislation explicitly requires continued participation in the Plan during a statutory notice period, Grantee acknowledges that his or her right to participate in the Plan, if any, will terminate effective as of the last day of Grantee's minimum statutory notice period, but Grantee will not earn or be

entitled to pro-rata vesting if the vesting date falls after the end of Grantee's statutory notice period, nor will Grantee be entitled to any compensation for lost vesting.

**Cause.** For purposes of this Agreement and the Plan, "Cause" means the occurrence of any of the following: (A) an act or acts of personal dishonesty taken by the Grantee and intended to result in substantial personal enrichment of the Grantee at the expense of the Company; (B) repeated failure by the Grantee to devote reasonable attention and time during normal business hours to the business and affairs of the Company or to use the Grantee's reasonable best efforts to perform faithfully and efficiently the responsibilities assigned to the Grantee (provided that such failure is demonstrated to be willful and deliberate on the Grantee's part and is not remedied in a reasonable period of time after receipt of written notice from the Company); or (C) the conviction of the Grantee of a felony, indictable offence, or summary conviction offence that is related to the employment or intended employment of the Grantee; provided, however, that if the Grantee is employed in the Province of Ontario, "Cause" instead means willful misconduct, disobedience or willful neglect of duty that is not trivial and has not been condoned by the Company or a Subsidiary.

#### **NOTIFICATIONS**

##### **Securities Law Information.**

Your participation in the Plan is voluntary, and you acknowledge and agree that you have not been induced to enter into this Agreement or acquire any RSUs or Common Stock by expectation of employment, engagement or appointment or continued employment, engagement or appointment.

You understand that you are permitted to sell Common Stock acquired pursuant to the Plan, provided that the Company is a "foreign issuer" that is not a public company in any jurisdiction of Canada and the sale of the Common Stock acquired pursuant to the Plan takes place: (i) through an exchange, or a market, outside of Canada on the distribution date; or (ii) to a person or company outside of Canada. For purposes hereof, in addition to not being a reporting issuer in any jurisdiction of Canada, a "foreign issuer" is an issuer that: (i) is not incorporated or existing pursuant to the laws of Canada or any jurisdiction of Canada; (ii) does not have its head office in Canada; and (iii) does not have a majority of its executive officers or directors ordinarily resident in Canada. If any designated broker is appointed under the Plan, you shall sell such securities through the designated broker.

##### *For Grantees in the Province of Ontario*

**Non-Competition Agreement.** Section 1(b) of the Non-Competition Agreement does not apply to non-Executive Grantees employed in the Province of Ontario, where "Executive" has the meaning given to it in the *Working for Workers Act* (Ontario).

**Foreign Asset/Account Reporting Information.** Grantee is required to report any foreign specified property on form T1135 (Foreign Income Verification Statement) if the total value of the "foreign specified property" exceeds C\$100,000 at any time in the year. Foreign specified property includes Common Stock acquired under the Plan, and may include the RSUs. The RSUs must be reported (generally at a nil cost) if the \$100,000 cost threshold is exceeded because of other foreign property Grantee holds. If Common Stock is acquired, its cost generally is the adjusted cost base ("**ACB**") of the Common Stock. The ACB ordinarily would equal the fair market value of the Common Stock at the time of acquisition, but if Grantee owns other Common Stock, this ACB may have to be averaged with the ACB of the other Common

Stock. The form must be filed by April 30 following the taxation year in question. Grantee should consult with his or her personal legal and tax advisor, as the case may be, to ensure compliance with applicable reporting obligations.

## CHINA

### **TERMS AND CONDITIONS**

**Settlement of RSUs.** Notwithstanding anything to the contrary in the Agreement, due to local regulatory requirements, upon the vesting of the RSUs, the Grantee will receive a cash payment in China via the Company's local Chinese payroll in an amount equal to the value of the shares of Common Stock underlying the vested RSUs on a vesting date. As long as the Grantee resides in China, he or she may not receive or hold shares of Common Stock in connection with the RSUs under the Plan. Accordingly, any provisions in the Agreement referring to issuance of shares of Common Stock shall not be applicable to the Grantee as long as he or she resides in China.

## FRANCE

### **TERMS AND CONDITIONS**

**Consent to Receive Information in English.** By accepting the grant of the RSUs, the Grantee confirms having read and understood the Plan and the Agreement, which were provided in the English language. The Grantee accepts the terms of those documents accordingly.

*En acceptant cette attribution gratuite d'actions, le Grantee confirme avoir lu et compris le Plan et ce Contrat, incluant tous leurs termes et conditions, qui ont été transmis en langue anglaise. Le Grantee accepte les dispositions de ces documents en connaissance de cause.*

### **NOTIFICATIONS**

**Tax Notification.** The RSUs are not intended to be French tax-qualified. Please be aware that the Company intends that any outstanding RSUs granted to you pursuant to the 1995 Executive Incentive Compensation Plan Sub-plan for Restricted Stock Units Granted to Participants in France will continue to meet the requirements for qualified status under French law; therefore, different terms and conditions will apply to such outstanding RSUs. Please refer to the Restricted Stock Unit Agreement for Employees in France applicable to your grant for further details.

**Exchange Control Notification.** The Grantee may hold shares of Common Stock acquired under the Plan outside of France provided that he or she declares all foreign accounts (including any accounts that were opened or closed during the tax year) on his or her annual French income tax return.

## GERMANY

### **TERMS AND CONDITIONS**

**Parties to the Agreement.** The Agreement is exclusively concluded between Enviri Corporation and the Grantee. The local Enviri entity employing the Grantee is not in any way party to the Agreement or entitled/committed hereby.

**Vesting of RSUs.** Notwithstanding anything to the contrary in the Agreement or in the Plan, the Grantee shall be considered "Disabled" for the purposes of this Agreement, if the Grantee's employment contract ends as a consequence of the Grantee being granted a permanent statutory pension for full occupational disability (*unbefristete Rente wegen voller Erwerbsminderung*) by the competent authorities.

**Non-Competition Agreement.** Notwithstanding anything to the contrary in the Non-Competition Agreement, it is exclusively concluded between Enviri Corporation and the Grantee. The employer of the Grantee is not in any way party to the Non-Competition Agreement or entitled/committed hereby. The Non-Competition Agreement does not affect in any way a separate non-competition agreement concluded between the Grantee and his/her employer.

## INDIA

### **TERMS AND CONDITIONS**

The Grantee hereby agrees that it shall hold the shares of the Common Stock pursuant to this Agreement and the Plan, at all times in accordance with the applicable laws in India, including but not limited to the (Indian) Foreign Exchange Management (Transfer or Issue of Any Foreign Security) Regulations, 2004 (and as amended or replaced), relevant master circulars, directions, notifications issued in this regard by the Reserve Bank of India from time to time and shall carry out the necessary reporting with the Reserve Bank of India at all stages of granting and vesting, if and as may be required. The Grantee agrees to indemnify the Company and/or Subsidiary of the Company with respect to any non-compliance and/or non-adherence by the Grantee of any of the applicable laws in India arising out of holding of the shares of the Common Stock by the Grantee.

The Grantee shall declare the holding of shares of the Common Stock, if and as may be necessary, in its income for taxation purposes and agrees to indemnify the Company and/or Subsidiary of the Company with respect to any and all taxes that it shall be obligated to pay with respect to the shares of the Common Stock such as including but not limited to income tax, capital gain taxes etc., under this Agreement and which may arise as a result of the sale of the shares of the Common Stock and the transactions contemplated hereunder.

## LUXEMBOURG

### **NOTIFICATIONS**

**Exchange Control Information.** Grantee understands that Grantee is required to report any inward remittances of funds to the Banque Centrale de Luxembourg and/or the Service Central de la Statistique et des Études Économiques within 15 working days following the month during which the transaction occurred unless such payment is reported by a Luxembourg-resident financial institution.

## **MALAYSIA**

**Tax Reporting Information.** By accepting the RSUs, the Grantee acknowledges that he or she agrees to comply with applicable Malaysian laws and pay any and all applicable taxes associated with the vesting of the RSUs. The Grantee is required to ensure that the local Enviri entity employing the Grantee to reports such share benefit to the Malaysian Inland Revenue Board.

## **THE NETHERLANDS**

### **TERMS AND CONDITIONS**

**Non-Competition Agreement.** The non-competition agreement entered into between the Company and the Grantee shall be in addition to any non-compete arrangements between the Grantee and his or her employer.

## **SWITZERLAND**

### **TERMS AND CONDITIONS**

**Vesting:** With the acceptance of a Grant, the Grantee expressly acknowledges that any RSU, PSU and/or SAR shall not give the Grantee any right or entitlement until such Grant is fully vested. The Grant remains fully discretionary until full vesting.

**Continuous Employment:** In Switzerland, "continuously employed" (or substantially similar term) means the absence of any interruption or termination (issuance of termination notice) of the Grantee's employment with the Company or with a Subsidiary of the Company. Continuous employment shall not be considered interrupted or terminated in the case of sick leave, military leave or any other leave of absence approved by the Company for which compensation needs to be paid by the Company or salary replacement benefits are granted by any insurance or in the case of transfers between locations of the Company and its Subsidiaries. For the avoidance of any doubt, continuous employment ends in any case with the end of the employment, even if any salary replacement benefits continue to be paid by any insurance, pension scheme or social security.

**Retirement:** For the purpose of the Plan, only a retirement under the rules and conditions of the Swiss pension scheme of the Subsidiary employing the Grantee shall qualify as retirement for the purpose of vesting of RSU, PSU or termination of SAR, and only if such retirements is (A) at age 62 or older [plus 5 years of service]<sup>6</sup> while employed by the Company or any of its Subsidiaries; or (B) at or after such time as the Grantee's age (minimum of age 55), plus full years of continuous employment by the Company or any of its Subsidiaries, equals 75.

**Disability:** For purposes of the Plan, the Grantee shall be considered "Disabled" if the Grantee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or qualifies as permanent full disability under the applicable Swiss social security and/or pension laws.

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<sup>6</sup> For Awards granted on or after March 11, 2024.

**Non-Competition Agreement:** For the avoidance of any doubt, any non-competition agreement entered into between the Grantee and the Company in connection with the Plan and grants thereunder shall be in addition to any non-competition agreement agreed between the Grantee and the employing Subsidiary and shall not replace such non-competition agreement.

#### **NOTIFICATIONS**

**Exchange Control Notification.** The Grantee may hold shares of Common Stock acquired under the Plan outside of Switzerland provided that he or she declares all foreign accounts (including any accounts that were opened or closed during the tax year) on his or her annual Swiss tax declaration.

### **UNITED ARAB EMIRATES**

#### **NOTIFICATIONS**

**Securities Law Notice.** RSUs under the Plan are granted only to select executive officers and other employees of the Company and its subsidiaries for the purpose of providing such eligible persons with incentives and rewards for performance. The Agreement, including this Exhibit, the Plan and any documents the Grantee may receive in connection with the RSUs are intended for distribution to such eligible persons and must not be delivered to, or relied on, by any other person.

The Emirates Securities and Commodities Authority, the Central Bank, the Ministry of Economy and the Dubai Department of Economic Development do not have any responsibility for reviewing or verifying any documents in connection with the Plan nor have they reviewed or approved the Plan or the Agreement. The securities to which this statement relates may be illiquid and/or subject to restrictions on their resale. The Grantee and/or prospective purchasers of the securities offered should conduct their own due diligence on the securities.

If the Grantee does not understand the contents of the Agreement, including this Exhibit, or the Plan, the Grantee should consult an authorized financial adviser.

### **UNITED KINGDOM**

#### **TERMS AND CONDITIONS**

**U.K. Sub-Plan.** The terms of the U.K. Sub-plan apply to the RSUs.

**ENVIRI CORPORATION**  
**PERFORMANCE SHARE UNITS AGREEMENT (FORM)**

This PERFORMANCE SHARE UNITS AGREEMENT (this "**Agreement**") is made as of March [7, 2023]<sup>1</sup> [11, 2024]<sup>2</sup>, by and between Enviri Corporation, a Delaware corporation, and [Participant Name:First Name Last Name] (the "**Grantee**").

1. **Certain Definitions.** Capitalized terms used, but not otherwise defined, in this Agreement will have the meanings given to such terms in the Company's 2013 Equity and Incentive Compensation Plan, as amended by Amendment No. 1 to the 2013 Equity and Incentive Compensation Plan (the "**Plan**").

2. **Grant of PSUs.** Subject to and upon the terms, conditions and restrictions set forth in this Agreement, including, without limitation, **Exhibit A** attached hereto (the "**Non-Competition Agreement**"), any additional terms and conditions for the Grantee's country (Grantees outside the United States only) set forth in the attached **Exhibit B** which forms part of this Agreement, and in the Plan, the Company grants to the Grantee, as of March [7, 2023]<sup>1</sup> [11, 2024]<sup>2</sup> (the "**Date of Grant**"), a target number of [Granted:Target] performance-based Restricted Stock Units ("**PSUs**").

Notwithstanding anything in this **Section 2** or otherwise in this Agreement to the contrary, the Grantee acknowledges and agrees to be bound by the restrictive covenant terms, conditions and provisions in the Non-Competition Agreement as a "Grantee" as referred to therein.

3. **Restrictions on Transfer of PSUs.** Subject to **Section 15** of the Plan, neither the PSUs granted hereby nor any interest therein or in the Common Stock related thereto shall be transferable prior to payment to the Grantee pursuant to **Section 5** hereof other than by will or pursuant to the laws of descent and distribution.

4. **Vesting of PSUs.**

(a) Subject to the terms and conditions of **Section 4** and **Section 5** hereof and **Exhibit C** hereto, the Grantee's right to receive Common Stock in settlement of the PSUs shall become nonforfeitable with respect to (i) 0% to 200% of the PSUs on the basis of the RTSR achievement during the Performance Period as set forth in the Statement of Management Objectives attached hereto as **Exhibit C** (the "**Earned PSUs**"). The Earned PSUs will be determined on the date following the end of the Performance Period on which the Committee determines the level of attainment of the Management Objectives for the Performance Period, which date must occur within 60 days after the end of the Performance Period (the "**Committee Determination Date**"). Except as otherwise provided herein, the Grantee's right to receive Common Stock in settlement of the PSUs is contingent upon his or her remaining in the continuous employ of the Company or a Subsidiary through the end of the Performance Period.

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<sup>1</sup> For Awards granted on or after March 7, 2023

<sup>2</sup> For Awards granted on or after March 11, 2024

(b) For purposes of this Agreement:

- (i) "Continuously employed" (or substantially similar term) means the absence of any interruption or termination of the Grantee's employment with the Company or with a Subsidiary of the Company. Continuous employment shall not be considered interrupted or terminated in the case of sick leave, military leave or any other leave of absence approved by the Company or in the case of transfers between locations of the Company and its Subsidiaries;
- (ii) "Management Objectives" means the threshold, target and maximum goals established by the Committee for the Performance Period with respect to RTSR, as described in the Statement of Management Objectives. No adjustment of the Management Objectives shall be permitted in respect of any PSUs granted to the Grantee if at the Date of Grant he or she is a Covered Employee if such adjustment would result in the PSUs failing to qualify as a Qualified Performance-Based Award.
- (iii) "Performance Period" means the three-year period commencing January 1, [2023]<sup>3</sup> [2024]<sup>4</sup> and ending on December 31, [2025]<sup>3</sup> [2026].<sup>4</sup>
- (iv) "Relative Total Stockholder Return" or "RTSR" has the meaning as set forth in the Statement of Management Objectives.

(c) Notwithstanding the other provisions of this **Section 4**:

- (i) If the Grantee dies or becomes Disabled during any calendar year of the Performance Period while the Grantee is continuously employed by the Company or any of its Subsidiaries (the "**Death/Disability Year**"), provided that the PSUs have not previously been forfeited or become nonforfeitable at such time, then (notwithstanding anything in the Statement of Management Objectives to the contrary): (A) the Performance Period will be deemed to end on December 31 of the Death/Disability Year (the "**Death/Disability Measurement Date**"); (B) the PSUs will continue to be eligible to become nonforfeitable (and payable in accordance with **Section 5** hereof) as if the Grantee continued to be employed until the end of the Death/Disability Measurement Date; (C) the Earned PSUs will be determined based on RTSR achievement from the start of the Performance Period through the Death/Disability Measurement Date based on the S&P600® Industrials Index as constituted on the first day of the Performance Period; (D) the ending stock price for Total Stockholder Return determination purposes will be based on the average closing stock price for the [30]<sup>3</sup> [90]<sup>4</sup> calendar days immediately preceding the January 1st immediately following the Death/Disability Measurement Date on the principal stock exchange on which

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<sup>3</sup> For Awards granted on or after March 7, 2023

<sup>4</sup> For Awards granted on or after March 11, 2024

the stock then trades; and (E) the Earned PSUs will be determined on the date following the Death/Disability Measurement Date on which the Committee determines the level of attainment of the Management Objectives for the shortened Performance Period, which date must occur within 60 days after the Death/Disability Measurement Date.

- (ii) If the Grantee retires from the Company prior to the end of the Performance Period (A) at age 62 or older [plus 5 years of service]<sup>5</sup> while continuously employed by the Company or any of its Subsidiaries or (B) at or after such time as the Grantee's age (minimum of age 55), plus full years of continuous employment by the Company or any of its Subsidiaries, equals 75, provided that the PSUs have not previously been forfeited or become nonforfeitable at such time, then the PSUs will continue to be eligible to become nonforfeitable in accordance with this **Section 4** (and payable in accordance with **Section 5** hereof) as if the Grantee continued to be employed until the end of the Performance Period.
- (d) (i) Notwithstanding **Section 4(a)** or **Section 4(c)** above, if at any time before the Committee Determination Date or forfeiture of the PSUs, and while the Grantee is continuously employed by the Company or a Subsidiary, a Change in Control occurs, provided that the PSUs have not previously been forfeited or become nonforfeitable at such time, then (except to the extent that a Replacement Award is provided to the Grantee in accordance with **Section 4(d)(ii)** to continue, replace or assume the PSUs covered by this Agreement (the "**Replaced Award**")) the PSUs will become nonforfeitable and payable to the Grantee in accordance with **Section 5** hereof as follows (notwithstanding anything in the Statement of Management Objectives to the contrary): (A) the Performance Period will be deemed to have ended on the date of the Change in Control (the "**CIC Measurement Date**"); (B) the Earned PSUs will be determined based on RTSR achievement from the start of the Performance Period through the CIC Measurement Date based on the S&P600® Industrials Index as constituted on the first day of the Performance Period; (C) the ending stock price for Total Stockholder Return determination purposes will be based on the average closing stock price for the [30]<sup>6</sup> [90]<sup>7</sup> calendar days immediately preceding the CIC Measurement Date on the principal stock exchange on which the stock then trades; and (D) the Earned PSUs will be determined on the date of the Change in Control.
- (ii) For purposes of this Agreement, a "Replacement Award" means an award (A) of the same type (*e.g.*, performance-based restricted stock units) as the Replaced Award, (B) that has a value at least equal to the value of the

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<sup>5</sup> For Awards granted on or after March 11, 2024

<sup>6</sup> For Awards granted on or after March 7, 2023

<sup>7</sup> For Awards granted on or after March 11, 2024

Replaced Award, (C) that relates to publicly traded equity securities of the Company or its successor in the Change in Control or another entity that is affiliated with the Company or its successor following the Change in Control or is payable solely in cash, (D) if the Grantee holding the Replaced Award is subject to U.S. federal income tax under the Code, the tax consequences of which to such Grantee under the Code are not less favorable to such Grantee than the tax consequences of the Replaced Award, and (E) the other terms and conditions of which are not less favorable to the Grantee holding the Replaced Award than the terms and conditions of the Replaced Award (including the provisions that would apply in the event of a subsequent Change in Control). A Replacement Award may be granted only to the extent it does not result in the Replaced Award or Replacement Award failing to comply with or be exempt from Section 409A of the Code. Without limiting the generality of the foregoing, the Replacement Award may take the form of a continuation of the Replaced Award if the requirements of the two preceding sentences are satisfied. The determination of whether the conditions of this **Section 4(d)(ii)** are satisfied will be made by the Committee, as constituted immediately before the Change in Control, in its sole discretion.

- (iii) If, upon receiving a Replacement Award, the Grantee's employment with the Company or a Subsidiary (or any of their successors) (as applicable, the "**Successor**") is subsequently terminated by the Grantee for Good Reason or by the Successor without Cause within a period of two years after the Change in Control, 100% of the Replacement Award will become nonforfeitable and payable with respect to the performance-based restricted stock units covered by such Replacement Award.
- (iv) A termination by the Grantee for "Good Reason" means Grantee's termination of his or her employment with the Successor as a result of the occurrence of any of the following: (A) a change in the Grantee's principal location of employment that is greater than 50 miles from such location as of the date of this Agreement without the Grantee's consent; provided, however, that the Grantee hereby acknowledges that the Grantee may be required to engage in travel in connection with the performance of the Grantee's duties and that such travel shall not constitute a change in the Grantee's principal location of employment for purposes hereof; (B) a material diminution in the Grantee's base compensation; (C) a change in the Grantee's position with the Successor without the Grantee's consent such that there is a material diminution in the Grantee's authority, duties or responsibilities; or (D) any other action or inaction that constitutes a material breach by the Successor of the agreement, if any, under which the Grantee provides services to the Successor or its subsidiaries. Notwithstanding the foregoing, the Grantee's termination of the Grantee's employment with the Successor as a result of the occurrence of any of the foregoing shall not constitute a termination for "Good Reason" unless (X) the Grantee gives the Successor written notice of such occurrence

within 90 days of such occurrence and such occurrence is not cured by the Successor within 30 days of the date on which such written notice is received by the Successor and (Y) the Grantee actually terminates his or her employment with the Successor prior to the 365th day following such occurrence.

- (v) A termination by the Successor without "Cause" means the Successor's termination of the Grantee's employment with the Successor under circumstances that do not involve or relate to the occurrence of any of the following: (A) an act or acts of personal dishonesty taken by the Grantee and intended to result in substantial personal enrichment of the Grantee at the expense of the Company; (B) repeated failure by the Grantee to devote reasonable attention and time during normal business hours to the business and affairs of the Company or to use the Grantee's reasonable best efforts to perform faithfully and efficiently the responsibilities assigned to the Grantee (provided that such failure is demonstrated to be willful and deliberate on the Grantee's part and is not remedied in a reasonable period of time after receipt of written notice from the Company); or (C) the conviction of the Grantee of a felony.
- (e) The PSUs shall be forfeited to the extent they fail to become nonforfeitable as of the Committee Determination Date and, except as otherwise provided in this **Section 4**, if the Grantee ceases to be employed by the Company or a Subsidiary at any time prior to such PSUs becoming nonforfeitable, or to the extent they are forfeited under **Section 16** hereof.

## 5. Form and Time of Payment of Earned PSUs.

- (a) Payment for the PSUs, after and to the extent they have become nonforfeitable, shall be made in the form of shares of Common Stock. Payment shall be made within 70 days following the date that the PSUs become nonforfeitable pursuant to **Section 4** hereof.
- (b) Except to the extent provided by Section 409A of the Code and permitted by the Committee, no Common Stock may be issued to the Grantee at a time earlier than otherwise expressly provided in this Agreement.

6. The Company's obligations to the Grantee with respect to the PSUs will be satisfied in full upon the issuance of Common Stock corresponding to such PSUs.

## 7. Dividend Equivalents, Voting, and Other Rights.

- (a) The Grantee shall have no rights of ownership in the Common Stock underlying the PSUs and no right to vote the Common Stock underlying the PSUs until the date on which the shares of Common Stock underlying the PSUs are issued or transferred to the Grantee pursuant to **Section 5** above.

- (b) From and after the Date of Grant and until the earlier of (i) the time when the PSUs become nonforfeitable and are paid in accordance with **Section 5** hereof or (ii) the time when the Grantee's right to receive Common Stock in payment of the PSUs is forfeited in accordance with **Section 4** hereof, on the date that the Company pays a cash dividend (if any) to holders of Common Stock generally, the Grantee shall become entitled to receive (subject to the following sentence) a number of additional whole PSUs determined by dividing (x) the product of (1) the dollar amount of the cash dividend paid per share of Common Stock on such date and (2) the total number of PSUs (including dividend equivalents) previously credited to the Grantee as of such date, by (y) the Market Value per Share on such date. Such dividend equivalents (if any) shall be subject to the same terms and conditions and shall be paid or forfeited in the same manner and at the same time as the PSUs to which the dividend equivalents were credited.
- (c) The obligations of the Company under this Agreement will be merely that of an unfunded and unsecured promise of the Company to deliver shares of Common Stock in the future, and the rights of the Grantee will be no greater than that of an unsecured general creditor. No assets of the Company will be held or set aside as security for the obligations of the Company under this Agreement.

8. **Adjustments.** The PSUs and their terms under this Agreement are subject to mandatory adjustment under the terms of Section 11 of the Plan.

9. **Withholding Taxes.** To the extent that the Company is required to withhold federal, state, local or foreign taxes in connection with the delivery to the Grantee of Common Stock or any other payment to the Grantee or any other payment or vesting event under this Agreement, the Grantee hereby authorizes withholding from payroll and any other amounts payable to the Grantee, including amounts payable hereunder, and otherwise agrees to make adequate provision for, any sums required to satisfy such tax withholding obligations of the Company. The Company shall have no obligation to make delivery or payment hereunder until the tax withholding obligations of the Company have been satisfied by the Grantee. If all or any part of such withholding requirement be satisfied by retention by the Company of a portion of the Common Stock to be delivered to the Grantee or by delivering to the Company other shares of Common Stock held by the Grantee, the shares so retained shall be credited against such withholding requirement at the Market Value per Share of such Common Stock on the date of such delivery. In no event will the market value of the Common Stock to be withheld and/or delivered pursuant to this Section 9 to satisfy applicable withholding taxes exceed the minimum amount of taxes required to be withheld, unless otherwise agreed to by the Grantee, provided, however, that such amount shall not exceed the statutory maximum withholding rates.

10. **Compliance With Law.** The Company shall make reasonable efforts to comply with all applicable federal and state securities laws; provided, however, notwithstanding any other provision of the Plan and this Agreement, the Company shall not be obligated to issue any Common Stock pursuant to this Agreement if the issuance thereof would result in a violation of any such law.

11. **Compliance With Section 409A of the Code.** To the extent applicable, it is intended that this Agreement and the Plan comply with the provisions of Section 409A of the Code. This Agreement and the Plan shall be administered in a manner consistent with this intent, and any provision that would cause this Agreement or the Plan to fail to satisfy Section 409A of the Code shall have no force or effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of the Grantee).

12. **Interpretation.** Any reference in this Agreement to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service. Except as expressly provided in this Agreement, capitalized terms used herein will have the meaning ascribed to such terms in the Plan.

13. **No Employment Rights.** The grant of the PSUs under this Agreement to the Grantee is a voluntary, discretionary award being made on a one-time basis and it does not constitute a commitment to make any future awards. The grant of the PSUs and any payments made hereunder will not be considered salary or other compensation for purposes of any severance pay or similar allowance, except as otherwise required by law. Nothing contained in this Agreement shall confer upon the Grantee any right to be employed or remain employed by the Company or any of its Subsidiaries, nor limit or affect in any manner the right of the Company or any of its Subsidiaries to terminate the employment or adjust the compensation of the Grantee.

14. **Relation to Other Benefits.** Any economic or other benefit to the Grantee under this Agreement or the Plan shall not be taken into account in determining any benefits to which the Grantee may be entitled under any profit-sharing, retirement or other benefit or compensation plan maintained by the Company or any of its Subsidiaries and shall not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or any of its Subsidiaries.

15. **Amendments.** Any amendment to the Plan shall be deemed to be an amendment to this Agreement to the extent that the amendment is applicable hereto; provided, however, that (a) no amendment shall adversely affect the rights of the Grantee under this Agreement without the Grantee's written consent, and (b) the Grantee's consent shall not be required to an amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code.

16. **Severability.** In the event that one or more of the provisions of this Agreement shall be invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall be deemed to be separable from the other provisions hereof, and the remaining provisions hereof shall continue to be valid and fully enforceable.

17. **Relation to Plan.** This Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern. The Committee acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein or in the Plan, have the right to

determine any questions which arise in connection with this Agreement. In addition, the PSUs shall be subject to the terms and conditions of the Company's clawback policy in effect on the Date of Grant as if such PSUs were "Incentive-Based Compensation" (as such term is defined in such clawback policy).

18. **Successors and Assigns.** Without limiting **Section 3** hereof, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of the Grantee, and the successors and assigns of the Company.

19. **Governing Law.** This Agreement will be construed under the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions, and the parties consent and agree that the federal and state courts of the Commonwealth of Pennsylvania will have exclusive jurisdiction over any dispute relating to this Agreement.

20. **Acknowledgement.** The Grantee acknowledges that the Grantee (a) has received a copy of the Plan, (b) has had an opportunity to review the terms of this Agreement and the Plan, (c) understands the terms and conditions of this Agreement and the Plan and (d) agrees to such terms and conditions.

21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by its duly authorized officer and the Grantee has executed this Agreement, effective as of the day and year first above written.

**ENVIRI CORPORATION**

By: /s/ F. Nicholas Grasberger III

Name: F. Nicholas Grasberger III

Title: Chairman, President and CEO

The undersigned hereby acknowledges receipt of an executed version of this Agreement and accepts the award of PSUs granted hereunder on the terms and conditions set forth herein and in the Plan (including the terms of the Non-Competition Agreement, attached hereto as Exhibit A).

**GRANTEE**

By:\_\_

Name:

**EXHIBIT A**

**Non-Competition Agreement**

1. Grant. Grantee acknowledges that Grantee has access to the confidential and proprietary trade secret information of Enviro Corporation, including its subsidiaries, joint ventures, and operating divisions (the "Company"), as further described below ("Confidential/Proprietary Trade Secret Information"). Further, Grantee acknowledges that Grantee derives significant value from the Company and from the Confidential/Proprietary Trade Secret Information provided during the term of employment with the Company, which enables Grantee to optimize the performance of the Company's performance and Grantee's own personal, professional, and financial benefit. In consideration of the grant described in the award agreement (the "Agreement") to which these terms, conditions and provisions (the "Non-Competition Agreement") are attached as an exhibit, Grantee agrees that, during Grantee's employment by the Company, and for a period of twelve (12) months after the cessation of such employment for any reason (both such periods collectively referred to as the "Restricted Period"), Grantee will not, directly or indirectly, engage in any of the following competitive activities:
  - (a) For Grantee or on behalf of any other corporation, business, partnership, individual, or other entity, directly or indirectly solicit, divert, contract with, or attempt to solicit, divert, or contract with, any customer with whom Grantee had Material Contact during the final two (2) years of Grantee's employment with the Company concerning any products or services that are similar to those that Grantee was responsible for or were otherwise involved with during Grantee's employment with the Company. For purposes of this Non-Competition Agreement, the Grantee will have had "Material Contact" with a customer if: (i) Grantee had business dealings with the customer on the Company's behalf; (ii) Grantee was responsible for supervising or coordinating the dealings between the Company and the customer; or (iii) Grantee obtained Confidential/Proprietary Trade Secret Information about the customer as a result of Grantee's association with the Company;
  - (b) Within the geographic territory where Grantee was employed by the Company, obtained knowledge of Confidential/Proprietary Trade Secret Information, or had contact with the Company's customers, become employed by or otherwise render services to (as a director, employee, contractor or consultant) or have any ownership interest in any business which is engaged in offering the same or similar products or services as, or otherwise competes with those Company, including its subsidiaries and operating unit(s) with which Grantee was employed or in any way involved during the last twelve (12) months of employment with the Company; or
  - (c) (i) induce, offer, assist, encourage or suggest that another business or enterprise offer employment to or enter into a consulting arrangement with any employee, agent or representative of the Company or (ii) induce, offer, assist, encourage or

suggest that any employee, agent or representative of the Company, including its subsidiaries and joint ventures, terminate his or her employment or business affiliation with the Company or accept employment with any other business or enterprise.

(d) Confidential/Proprietary Trade Secret Information.

- (i) Grantee agrees to keep secret and confidential all Confidential/Proprietary Trade Secret Information (further described below) acquired by Grantee while employed by the Company or concerning the business and affairs of the Company, its vendors, its customers, and its affiliates (whether of a business, commercial or technological nature), and further agrees that Grantee will not disclose any such Confidential/Proprietary Trade Secret Information so acquired to any individual, partner, company, firm, corporation or other person or use the same in any manner other than in connection with the business and affairs of the Company and its affiliates. Except in the performance of services for the Company, the Grantee will not, for so long as the Confidential/Proprietary Trade Secret Information remains so designated under applicable law, use, disclose, reproduce, distribute, transmit, reverse engineer, decompile, disassemble, or transfer the Confidential/Proprietary Trade Secret Information or any portion thereof.
- (ii) For purposes of this Non-Competition Agreement, "Confidential/Proprietary Trade Secret Information" includes all information of a confidential or proprietary nature that relates to the business, products, services, research or development of the Company, and its affiliates or their respective suppliers, distributors, customers, independent contractors or other business relations. Confidential/Proprietary Trade Secret Information also includes, but is not limited to, the following: (A) internal business information (including information relating to strategic and staffing plans and practices, business, training, financial, marketing, promotional and sales plans and practices, cost, rate and pricing structures, accounting and business methods and customer and supplier lists); (B) identities of, individual requirements of, specific contractual arrangements with and information about, the Company's suppliers, distributors, customers, independent contractors or other business relations and their confidential information; (C) trade secrets, copyrightable works and other confidential information (including ideas, formulas, recipes, compositions, inventions, innovations, improvements, developments, methods, know-how, manufacturing and production processes and techniques, research and development information, compilations of data and analyses, data and databases relating thereto, techniques, systems, records, manuals, documentation, models, drawings, specifications, designs, plans, proposals, reports and all similar or related information whether patentable or unpatentable and whether or not reduced to practice); (D) other intellectual property rights of the Company, or any of its affiliates; and (E) any other information that would

constitute a trade secret under the Pennsylvania Uniform Trade Secrets Act, as amended from time to time (or any successor). The term "Confidential/Proprietary Trade Secret Information" also includes any information or data described above which the Company obtains from another party and which the Company treats as proprietary or designates as trade secrets, whether or not owned or developed by the Company.

- (iii) All documents and materials supplied to Grantee or developed by Grantee in the course of, or as a result of Grantee's employment at the Company whether in hard copy, electronic format or otherwise shall be the sole property of the Company. Grantee will at any time upon the request of the Company and in any event promptly upon termination of Grantee's employment or relationship with the Company, but in any event no later than five (5) business days after such termination, deliver all such materials to the Company and will not retain any originals or copies of such materials, whether in hard copy form or as computerized and/or electronic records. Except to the extent approved by the Company or required by Grantee's bona fide job duties for the Company, the Grantee also agrees that Grantee will not copy or remove from the Company's place of business or the place of business of a customer of the Company, property or information belonging to the Company or the customer or entrusted to the Company or the customer. In addition, the Grantee agrees that Grantee will not provide any such materials to any competitor of or entity seeking to compete with the Company unless specifically approved in writing by the Company. Notwithstanding anything in paragraph 1(d)(3) of this Non-Competition Agreement to the contrary, if the Company needs to take legal action to secure such return delivery of such materials, Grantee shall be responsible for all legal fees, costs and expenses incurred by the Company in doing so.
- (iv) Grantee understands that nothing contained in this Agreement limits Grantee's ability to file a charge or complaint with any federal, state or local governmental agency or commission ("Government Agencies"). Grantee further understands that this Agreement does not limit Grantee's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be commenced by any Government Agency including providing documents or other information without notice to the Company. This Agreement does not limit the Grantee's right to receive an award for information provided to any Government Agencies.

2. Subsequent Employment.

- (a) Advise the Company of New Employment. In the event of a cessation of Grantee's employment with the Company, and during the Restricted Period described in paragraph 1 above, Grantee agrees to disclose to the Company, the name and address of any new employer or business affiliation within ten (10)

calendar days of Grantee's accepting such position. In the event that Grantee fails to notify the Company of such new employment or business affiliation as required above, the Restricted Period will be extended by a period equal to the period of nondisclosure.

- (b) Grantee's Ability to Earn Livelihood. Grantee acknowledges that, in the event of a cessation of Grantee's employment with the Company, for any reason and at any time, the provisions of paragraph 1 of this Non-Competition Agreement will not unreasonably restrict Grantee's ability to earn a living. Grantee and the Company acknowledge that Grantee's rights have been limited by this Non-Competition Agreement only to the extent reasonably necessary to protect the legitimate interests of the Company in its Confidential/Proprietary Trade Secret Information.
- 3. Enforcement. Grantee agrees that if Grantee violates the covenants and agreements set forth in this Non-Competition Agreement, the Company would suffer irreparable harm, and that such harm to the Company may be impossible to measure in monetary damages. Accordingly, in addition to any other remedies which the Company may have at law or in equity, the Company will have the right to have all obligations, undertakings, agreements, covenants and other provisions of this Non-Competition Agreement specifically performed by Grantee, and the Company will have the right to obtain preliminary and permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach, of this Non-Competition Agreement. In such event, the Company will be entitled to an accounting and repayment of all profits, compensation, remunerations or benefits which Grantee or others, directly or indirectly, have realized or may realize as a result of, growing out of, or in conjunction with any violation of this Non-Competition Agreement. Such remedies will be an addition to and not in limitation of any injunctive relief or other rights or remedies to which the Company is or may be entitled at law or in equity. In the event that the Company obtains any requested relief in any action brought to enforce the terms of this Non-Competition Agreement through court proceedings, the Company will be entitled to reimbursement for all legal fees, costs and expenses incident to enforcement.
- 4. Severability. If any section, paragraph, term or provision of this Non-Competition Agreement, or the application thereof, is determined by a competent court or tribunal to be invalid or unenforceable, then the other parts of such section, paragraph, term or provision will not be affected thereby and will be given full force and effect without regard to the invalid or unenforceable portions, and the section, paragraph, term or provision of this Non-Competition Agreement will be deemed modified to the extent necessary to render it valid and enforceable.
- 5. Miscellaneous.
  - (a) Employment.
    - (i) This Non-Competition Agreement does not constitute a guarantee of employment and termination of employment will not affect the enforceability of this Non-Competition Agreement.

- (ii) Grantee agrees that if Grantee is transferred from the entity or division which was Grantee's employer at the time Grantee signed this Non-Competition Agreement to employment by another division or another company that is a subsidiary or affiliate of Enviri Corporation, and Grantee has not entered into a superseding agreement with the new employer covering the subject matter of this Non-Competition Agreement, then this Non-Competition Agreement will continue in effect and the Grantee's new employer will be termed "the Company" for all purposes hereunder and will have the right to enforce this Non-Competition Agreement as Grantee's employer. In the event of any subsequent transfer, Grantee's new employer will succeed to all rights under this Non-Competition Agreement so long as such employer will be Enviri Corporation or one of its subsidiaries or affiliates and so long as this Non-Competition Agreement has not been superseded.
- (b) Headings. The headings contained in this Non-Competition Agreement are inserted for convenience of reference only, and will not be deemed to be a part of this Non-Competition Agreement for any purposes, and will not in any way define or affect the meaning, construction or scope of any of the provisions of this Non-Competition Agreement.
- (c) Governing Law. This Non-Competition Agreement will be construed under the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions, and the parties consent and agree that the federal and state courts of the Commonwealth of Pennsylvania will have exclusive jurisdiction over any dispute relating to this Non-Competition Agreement.
- (d) Supplemental Nature of this Non-Competition Agreement. The restrictions set forth in paragraph 1 of this Non-Competition Agreement will be in addition to any other such restrictive covenants agreed to through separate agreements, if any, between Grantee and the Company and will survive the exercise of the equity award evidenced by the Agreement.
- (e) Waiver. The failure by the Company to enforce any right or remedy available to it under this Non-Competition Agreement will not be construed to be a waiver of such right or remedy with respect to any other prior, concurrent or subsequent breach or failure. No waiver of rights under this Non-Competition Agreement will be effective unless made in writing with specific reference to this Non-Competition Agreement.
- (f) Notification. Grantee agreed that the Company may notify any third party about Grantee's obligations under this Non-Competition Agreement until such time as Grantee has performed all of Grantee's obligations hereunder. Upon the Company's request, Grantee agrees to provide the Company with information, including, but not limited to, supplying details of Grantee's subsequent

employment, sufficient to verify that Grantee has not breached, or is not breaching, any covenant in this Non-Competition Agreement.

- (g) Tolling. In the event that Grantee violates any of the covenants set forth in this Non-Competition Agreement, then the Company shall have the benefit of the full period of the covenants such that the covenants shall have the duration of the Restricted Period computed from the date Grantee ceased violation of the covenants, either by order of the court or otherwise.
- (h) Acknowledgments.
  - (i) Grantee acknowledges and agrees that this Non-Competition Agreement is in consideration of, (A) the grant evidenced by the Agreement, (B) access to Confidential/Proprietary Trade Secret Information, as required by Grantee's job duties, and (C) access to important customer relationships and the associated customer goodwill of the Company.
  - (ii) Grantee acknowledges that he or she has carefully read and considered the provisions of this Non-Competition Agreement, and that this Non-Competition Agreement is reasonable as to time and scope and activities prohibited, given the Company's need to protect its interests and given the consideration provided to Grantee in the form of the grant evidenced by the Agreement.
  - (iii) Grantee acknowledges that he or she has had an opportunity to consult with an independent legal counsel of Grantee's choosing, and accept the grant contained in the Agreement and continuing employment on the terms set forth in this Non-Competition Agreement.

## **EXHIBIT B**

### **Additional Terms and Conditions for International Employees**

#### **TERMS AND CONDITIONS**

This Exhibit B (this "Exhibit"), which is part of the Agreement, contains additional terms and conditions that govern the PSUs granted to the Grantee under the Plan if he or she resides outside the United States. The terms and conditions in Part A apply to *all* Grantees outside the United States. The country-specific terms and conditions and/or notifications in Part B will also apply to the Grantee if he or she resides in one of the countries listed below. Unless otherwise defined, capitalized terms used but not defined in this Exhibit have the meanings set forth in the Plan and/or the Agreement.

#### **NOTIFICATIONS**

This Exhibit also includes information regarding exchange controls and certain other issues of which the Grantee should be aware with respect to participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the respective countries as of November 2017. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Grantee not rely on the information in this Exhibit as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out of date at the time that the Grantee vests in the PSUs or sell shares of Common Stock acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Grantee's particular situation, and the Company is not in a position to assure the Grantee of a particular result. Accordingly, the Grantee is advised to seek appropriate professional advice as to how the relevant laws in his or her country may apply to the Grantee's situation.

Finally, if the Grantee is a citizen or resident, or is considered a resident, of a country other than the one in which he or she is currently working, or transferred employment after the PSUs were granted to him or her, the information contained herein may not be applicable. In addition, the Company shall, in its sole discretion, determine to what extent the additional terms and conditions included herein will apply to you under these circumstances.

#### **ALL NON-U.S. COUNTRIES ADDITIONAL TERMS AND CONDITIONS**

The following additional terms and conditions will apply to the Grantee if he or she resides in any country outside the United States.

**Responsibility for Taxes.** The following section replaces Section 9 of the Agreement in its entirety:

The Grantee acknowledges that, regardless of any action taken by the Company or, if different, the Grantee's employer (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related

to the Grantee's participation in the Plan and legally applicable to the Grantee ("Tax-Related Items") is and remains the Grantee's responsibility and may exceed the amount actually withheld by the Company or the Employer. The Grantee further acknowledges that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the PSU, including, but not limited to, the grant, vesting or settlement of the PSUs, the subsequent sale of shares of Common Stock acquired pursuant to such settlement and the receipt of any dividends and/or any dividend equivalents; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the PSUs to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee is subject to Tax-Related Items in more than one jurisdiction between the Date of Grant and the date of any relevant taxable or tax withholding event, as applicable, the Grantee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Grantee agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company and/or the Employer to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following methods: (i) requiring payment by the Grantee to the Company, on demand, by cash, check or other method of payment as may be determined acceptable by the Company; or (ii) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or the Employer; or (iii) withholding from proceeds of the sale of shares of Common Stock acquired at vesting of the PSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on the Grantee's behalf pursuant to this authorization) without further consent; or (iv) withholding shares of Common Stock issuable at vesting of the PSUs.

Depending on the withholding method, the Company and/or the Employer may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other applicable withholding rates, including maximum applicable rates, in which case the Grantee will receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Stock equivalent. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, for tax purposes, the Grantee is deemed to have been issued the full number of shares of Common Stock subject to the vested PSUs, notwithstanding that a number of the shares of Common Stock are held back solely for the purpose of paying the Tax-Related Items.

Finally, the Grantee agrees to pay the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Grantee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares or the proceeds of the sale of shares of Common Stock, if the Grantee fails to comply with the Grantee's obligations in connection with the Tax-Related Items.

**Nature of Grant.** In accepting the grant, the Grantee acknowledges, understands and agrees that: (1) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent

permitted by the Plan; (2) all decisions with respect to future PSU or other grants, if any, will be at the sole discretion of the Company; (3) the Grantee is voluntarily participating in the Plan; (4) the PSU and the shares of Common Stock subject to the PSU are not intended to replace any pension rights or compensation; (5) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted with certainty; (6) no claim or entitlement to compensation or damages shall arise from forfeiture of the PSUs resulting from the termination of the Grantee's employment or other service relationship (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Grantee is employed or the terms of the Grantee's employment agreement, if any), and in consideration of the grant of the PSUs to which the Grantee is otherwise not entitled, the Grantee irrevocably agrees never to institute any claim against the Company, any of its Subsidiaries or the Employer, waives the Grantee's ability, if any, to bring any such claim, and releases the Company, its Subsidiaries and the Employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Grantee shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim; (7) for purposes of the PSUs, the Grantee's employment or service relationship will be considered terminated as of the date the Grantee is no longer actively providing services to the Company or one of its Subsidiaries (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Grantee is employed or providing services or the terms of the Grantee's employment or service agreement, if any) and unless otherwise expressly provided in these Terms and Conditions or determined by the Company, the Grantee's right to vest in the PSUs under the Plan, if any, will terminate as of such date and will not be extended by any notice period (**e.g.**, the Grantee's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Grantee is employed or providing services or the terms of the Grantee's employment or service agreement, if any); the Company shall have the exclusive discretion to determine when the Grantee is no longer actively providing services for purposes of the Grantee's PSU grant (including whether the Grantee may still be considered to be providing services while on an approved leave of absence); (8) unless otherwise provided in the Plan or by the Company in its discretion, the PSUs and the benefits evidenced by these Terms and Conditions do not create any entitlement to have the PSUs or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; (9) the PSUs and the shares of Common Stock subject to the PSUs, and the income and value of same, are not part of normal or expected compensation for any purpose, including, without limitation, calculating severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments; and (10) the Grantee acknowledges and agrees that neither the Company, the Employer nor any subsidiary or affiliate of the Company shall be liable for any foreign exchange rate fluctuation between the Grantee's local currency and the United States Dollar that may affect the value of the PSUs or of any amounts due to the Grantee pursuant to the settlement of the PSUs or the subsequent sale of any shares of Common Stock acquired upon settlement.

**No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Grantee's participation in the Plan, or the Grantee's acquisition or sale of the underlying shares of Common Stock. The

Grantee is hereby advised to consult with the Grantee's own personal tax, legal and financial advisors regarding the Grantee's participation in the Plan before taking any action related to the Plan.

**Data Privacy for Grantees not based in the European Economic Area or the United Kingdom**

The Grantee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, including email, of the Grantee's personal data as described in the Agreement and any other PSU grant materials ("Data") by and among, as applicable, the Employer, the Company and its subsidiaries and affiliates for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan.

The Grantee understands that the Company and the Employer may hold certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all PSUs or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor, for the exclusive purpose of implementing, administering and managing the Plan.

The Grantee understands that Data will be transferred to the Company's stock transfer agent and/or broker, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Grantee understands that the recipients of the Data may be located in the United States or elsewhere (including outside the EEA), and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Grantee's country. The Grantee understands that the Grantee may request a list with the names and addresses of any potential recipients of the Data by contacting the Grantee's local human resources representative. The Grantee authorizes the Company, the Company's stock transfer agent and/or broker, and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that Data will be held only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan. The Grantee understands that the Grantee may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Grantee's local human resources representative. Further, the Grantee understands that the Grantee is providing the consents herein on a purely voluntary basis. If the Grantee does not consent, or if the Grantee later seeks to revoke the Grantee's consent, the Grantee's employment status or service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing the Grantee's consent is that the Company would not be able to grant the Grantee PSUs or other equity awards or administer or maintain such awards. Therefore, the Grantee understands that refusing or withdrawing the Grantee's consent may affect the Grantee's ability to participate in the Plan. For more information on the consequences of the Grantee's refusal to consent or withdrawal of consent, the Grantee understands that the Grantee may contact the Grantee's local human resources representative.

**Data Privacy for Grantees based in the European Economic Area (including the United Kingdom)**

The Company and its subsidiaries and affiliates will process the data of the Grantee in accordance with (i) the applicable data privacy policy or policies adopted by the Company or its subsidiaries and affiliates; and (ii) the data privacy notice(s) provided to the Grantee covering the processing of the Grantee's data in connection with the Plan.

The Grantee understands and acknowledges that the processing of their data by the Company and its subsidiaries and affiliates in relation to the operation of the Plan is necessary for (i) the performance of the Agreement; (ii) to comply with any legal obligation in relation to the operation of the Plan; and (iii) to account for any tax and duties in relation to the Plan.

**Governing Law and Venue.** The PSU grant and the provisions of the Agreement are governed by, and subject to, the internal substantive laws of the State of Delaware, United States of America (with the exception of its conflict of law provisions).

For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this grant or the Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the Commonwealth of Pennsylvania in the United States of America and agree that such litigation shall be conducted only in the courts of Cumberland County, the Commonwealth of Pennsylvania, or the federal courts for the United States of America for the Middle District of Pennsylvania, and no other courts, where this grant is made and/or to be performed.

**Compliance with Law.** The following section supplements Section 10 of the Agreement: Notwithstanding any other provision of the Plan or the Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Common Stock, the Company shall not be required to deliver any shares issuable upon settlement of the PSUs prior to the completion of any registration or qualification of the shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Grantee understands that the Company is under no obligation to register or qualify the shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, the Grantee agrees that Company shall have unilateral authority to amend the Plan and the Agreement without the Grantee's consent to the extent necessary to comply with securities or other laws applicable to issuance of shares.

**Language.** If the Grantee has received the Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

**Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means, including email. The Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

**Severability.** The provisions of these Terms and Conditions are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

**Imposition of Other Requirements.** Subject to Section 15 of the Agreement, the Company reserves the right to impose other requirements on the Grantee's participation in the Plan, on the PSUs and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

**Waiver.** The Grantee acknowledges that a waiver by the Company of breach of any provision of these Terms and Conditions shall not operate or be construed as a waiver of any other provision of these Terms and Conditions, or of any subsequent breach by the Grantee or any other Participant.

## **COUNTRY-SPECIFIC ADDITIONAL TERMS AND CONDITIONS AND NOTIFICATIONS**

### **AUSTRALIA**

#### **TERMS AND CONDITIONS**

**Settlement of PSUs.** Notwithstanding anything to the contrary in the Agreement, upon the vesting of the PSUs, the Grantee will receive a cash payment in an amount equal to the value of the shares of Common Stock underlying the vested PSUs on the vesting date. As long as the Grantee resides in Australia, he or she may not receive or hold shares of Common Stock in connection with the PSUs under the Plan. Accordingly, any provisions in the Agreement referring to issuance of shares of Common Stock shall not be applicable to the Grantee as long as he or she resides in Australia.

#### **NOTIFICATIONS**

**Exchange Control Information.** Exchange control reporting is required for cash transactions exceeding \$10,000 and international fund transfers. The Australian bank assisting with the transaction will file the report.

### **BELGIUM**

#### **NOTIFICATIONS**

**Tax Reporting Information.** Grantee is required to report any bank accounts opened and maintained outside of Belgium on his or her annual Belgian tax return.

## BRAZIL

### **TERMS AND CONDITIONS**

**Compliance with Law.** By accepting the PSUs, the Grantee acknowledges that he or she agrees to comply with applicable Brazilian laws and pay any and all applicable taxes associated with the vesting of the PSUs, the receipt of any dividends, and the sale of shares of Common Stock acquired under the Plan.

### **NOTIFICATIONS**

**Exchange Control Information.** If the Grantee is resident or domiciled in Brazil, he or she will be required to submit annually a declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is equal to or greater than US

\$100,000. Assets and rights that must be reported include shares of Common Stock.

## CANADA

### **TERMS AND CONDITIONS**

**Settlement.** Notwithstanding any discretion in the Plan or anything to the contrary in this Agreement, this grant of RSUs, along with any dividend equivalent amounts otherwise payable under Section 6 of this Agreement, shall only be settled in newly-issued shares of Common Stock, and without the use of any form of employee benefit trust. This provision is without prejudice to the application of Section 8 of this Agreement, provided the Grantee has been given a reasonably opportunity to pay (either out his/her own funds or via payroll deduction) the relevant withholding tax amounts.

**Continuous Employment.** The following provision supplements this Agreement and the Plan:

A Grantee's "continuous employment" (or substantially similar term) with the Company or a Subsidiary, as the case may be, will be deemed to have been terminated (regardless of the reason for the termination and whether or not later found to be invalid or in breach of applicable law in the jurisdiction where Grantee is rendering services or the terms of Grantee's employment or other service agreement, if any) on the date that is the earliest of (1) the termination date of Grantee's status as an employee, (2) the date Grantee receives written notice of termination of Grantee's status as an employee or service provider, or (3) the date Grantee is no longer actively employed by or actively providing services to the Company or any of its Subsidiaries regardless of any notice period or period of pay in lieu of such notice mandated under applicable law (including, but not limited to, statutory law, regulatory law and/or common law) in the jurisdiction where Grantee is employed or rendering service or the terms of Grantee's employment or other service agreement, if any.

Notwithstanding the foregoing, if applicable employment or labour standards legislation explicitly requires continued participation in the Plan during a statutory notice period, Grantee acknowledges that his or her right to participate in the Plan, if any, will terminate effective as of the last day of Grantee's minimum statutory notice period, but Grantee will not earn or be entitled to pro-rata vesting if the vesting date falls after the end of Grantee's statutory notice period, nor will Grantee be entitled to any compensation for lost vesting.

**Cause.** For purposes of this Agreement and the Plan, "Cause" means the occurrence of any of the following: (A) an act or acts of personal dishonesty taken by the Grantee and intended to result in substantial personal enrichment of the Grantee at the expense of the Company; (B) repeated failure by the Grantee to devote reasonable attention and time during normal business hours to the business and affairs of the Company or to use the Grantee's reasonable best efforts to perform faithfully and efficiently the responsibilities assigned to the Grantee (provided that such failure is demonstrated to be willful and deliberate on the Grantee's part and is not remedied in a reasonable period of time after receipt of written notice from the Company); or (C) the conviction of the Grantee of a felony, indictable offence, or summary conviction offence that is related to the employment or intended employment of the Grantee; provided, however, that if the Grantee is employed in the Province of Ontario, "Cause" instead means willful misconduct, disobedience or willful neglect of duty that is not trivial and has not been condoned by the Company or a Subsidiary.

#### **NOTIFICATIONS**

##### **Securities Law Information.**

Your participation in the Plan is voluntary, and you acknowledge and agree that you have not been induced to enter into this Agreement or acquire any RSUs or Common Stock by expectation of employment, engagement or appointment or continued employment, engagement or appointment.

You understand that you are permitted to sell Common Stock acquired pursuant to the Plan, provided that the Company is a "foreign issuer" that is not a public company in any jurisdiction of Canada and the sale of the Common Stock acquired pursuant to the Plan takes place: (i) through an exchange, or a market, outside of Canada on the distribution date; or (ii) to a person or company outside of Canada. For purposes hereof, in addition to not being a reporting issuer in any jurisdiction of Canada, a "foreign issuer" is an issuer that: (i) is not incorporated or existing pursuant to the laws of Canada or any jurisdiction of Canada; (ii) does not have its head office in Canada; and (iii) does not have a majority of its executive officers or directors ordinarily resident in Canada. If any designated broker is appointed under the Plan, you shall sell such securities through the designated broker.

##### *For Grantees in the Province of Ontario*

**Non-Competition Agreement.** Section 1(b) of the Non-Competition Agreement does not apply to non-Executive Grantees employed in the Province of Ontario, where "Executive" has the meaning given to it in the *Working for Workers Act* (Ontario).

**Foreign Asset/Account Reporting Information.** Grantee is required to report any foreign specified property on form T1135 (Foreign Income Verification Statement) if the total value of the "foreign specified property" exceeds C\$100,000 at any time in the year. Foreign specified property includes Common Stock acquired under the Plan, and may include the RSUs. The RSUs must be reported (generally at a nil cost) if the \$100,000 cost threshold is exceeded because of other foreign property Grantee holds. If Common Stock is acquired, its cost generally is the adjusted cost base ("**ACB**") of the Common Stock. The ACB ordinarily would equal the fair market value of the Common Stock at the time of acquisition, but if Grantee owns other Common Stock, this ACB may have to be averaged with the ACB of the other Common Stock. The form must be filed by April 30 following the taxation year in question. Grantee

should consult with his or her personal legal and tax advisor, as the case may be, to ensure compliance with applicable reporting obligations.

## CHINA

### **TERMS AND CONDITIONS**

**Settlement of PSUs.** Notwithstanding anything to the contrary in the Agreement, due to local regulatory requirements, upon the vesting of the PSUs, the Grantee will receive a cash payment in China via the Company's local Chinese payroll in an amount equal to the value of the shares of Common Stock underlying the vested PSUs on the vesting date. As long as the Grantee resides in China, he or she may not receive or hold shares of Common Stock in connection with the PSUs under the Plan. Accordingly, any provisions in the Agreement referring to issuance of shares of Common Stock shall not be applicable to the Grantee as long as he or she resides in China.

## FRANCE

### **TERMS AND CONDITIONS**

**Consent to Receive Information in English.** By accepting the grant of the PSUs, the Grantee confirms having read and understood the Plan and the Agreement, which were provided in the English language. The Grantee accepts the terms of those documents accordingly.

*En acceptant cette attribution gratuite d'actions, le Grantee confirme avoir lu et compris le Plan et ce Contrat, incluant tous leurs termes et conditions, qui ont été transmis en langueanglaise. Le Grantee accepte les dispositions de ces documents en connaissance de cause.*

### **NOTIFICATIONS**

**Tax Notification.** The PSUs are not intended to be French tax-qualified. Please be aware that the Company intends that any outstanding PSUs granted to you pursuant to the 1995 Executive Incentive Compensation Plan Sub-plan for Restricted Stock Units Granted to Participants in France will continue to meet the requirements for qualified status under French law; therefore, different terms and conditions will apply to such outstanding PSUs. Please refer to the Restricted Stock Unit Agreement for Employees in France applicable to your grant for further details.

**Exchange Control Notification.** The Grantee may hold shares of Common Stock acquired under the Plan outside of France provided that he or she declares all foreign accounts (including any accounts that were opened or closed during the tax year) on his or her annual French income tax return.

## GERMANY

### **TERMS AND CONDITIONS**

**Parties to the Agreement.** The Agreement is exclusively concluded between Envri Corporation and the Grantee. The local Envri entity employing the Grantee is not in any way party to the Agreement or entitled/committed hereby.

**Vesting of PSUs.** Notwithstanding anything to the contrary in the Agreement or in the Plan, the Grantee shall be considered "Disabled" for the purposes of this Agreement, if the Grantee's employment contract ends as a consequence of the Grantee being granted a permanent statutory pension for full occupational disability (*unbefristete Rente wegen voller Erwerbsminderung*) by the competent authorities.

**Non-Competition Agreement.** Notwithstanding anything to the contrary in the Non-Competition Agreement, it is exclusively concluded between Enviri Corporation and the Grantee. The employer of the Grantee is not in any way party to the Non-Competition Agreement or entitled/committed hereby. The Non-Competition Agreement does not affect in any way a separate non-competition agreement concluded between the Grantee and his/her employer.

## INDIA

### **TERMS AND CONDITIONS**

The Grantee hereby agrees that it shall hold the shares of the Common Stock pursuant to this Agreement and the Plan, at all times in accordance with the applicable laws in India, including but not limited to the (Indian) Foreign Exchange Management (Transfer or Issue of Any Foreign Security) Regulations, 2004 (and as amended or replaced), relevant master circulars, directions, notifications issued in this regard by the Reserve Bank of India from time to time and shall carry out the necessary reporting with the Reserve Bank of India at all stages of granting and vesting, if and as may be required. The Grantee agrees to indemnify the Company and/or Subsidiary of the Company with respect to any non-compliance and/or non-adherence by the Grantee of any of the applicable laws in India arising out of holding of the shares of the Common Stock by the Grantee.

The Grantee shall declare the holding of shares of the Common Stock, if and as may be necessary, in its income for taxation purposes and agrees to indemnify the Company and/or Subsidiary of the Company with respect to any and all taxes that it shall be obligated to pay with respect to the shares of the Common Stock such as including but not limited to income tax, capital gain taxes etc., under this Agreement and which may arise as a result of the sale of the shares of the Common Stock and the transactions contemplated hereunder.

## LUXEMBOURG

### **NOTIFICATIONS**

**Exchange Control Information.** Grantee understands that Grantee is required to report any inward remittances of funds to the Banque Centrale de Luxembourg and/or the Service Central de la Statistique et des Études Économiques within 15 working days following the month during which the transaction occurred unless such payment is reported by a Luxembourg-resident financial institution.

## THE NETHERLANDS

### **TERMS AND CONDITIONS**

**Non-Competition Agreement.** The non-competition agreement entered into between the Company and the Grantee shall be in addition to any non-compete arrangements between the Grantee and his or her employer.

## **MALAYSIA**

**Tax Reporting Information.** By accepting the PSUs, the Grantee acknowledges that he or she agrees to comply with applicable Malaysian laws and pay any and all applicable taxes associated with the vesting of the PSUs. The Grantee is required to ensure that the local Enviri entity employing the Grantee reports such share benefit to the Malaysian Inland Revenue Board.

## **SWITZERLAND**

### **TERMS AND CONDITIONS**

**Vesting:** With the acceptance of a Grant, the Grantee expressly acknowledges that any RSU, PSU and/or SAR shall not give the Grantee any right or entitlement until such Grant is fully vested. The Grant remains fully discretionary until full vesting.

**Continuous Employment:** In Switzerland, "continuously employed" (or substantially similar term) means the absence of any interruption or termination (issuance of termination notice) of the Grantee's employment with the Company or with a Subsidiary of the Company. Continuous employment shall not be considered interrupted or terminated in the case of sick leave, military leave or any other leave of absence approved by the Company for which compensation needs to be paid by the Company or salary replacement benefits are granted by any insurance or in the case of transfers between locations of the Company and its Subsidiaries. For the avoidance of any doubt, continuous employment ends in any case with the end of the employment, even if any salary replacement benefits continue to be paid by any insurance, pension scheme or social security.

**Retirement:** For the purpose of the Plan, only a retirement under the rules and conditions of the Swiss pension scheme of the Subsidiary employing the Grantee shall qualify as retirement for the purpose of vesting of RSU, PSU or termination of SAR, and only if such retirements is (A) at age 62 or older [plus 5 years of service]<sup>8</sup> while employed by the Company or any of its Subsidiaries; or (B) at or after such time as the Grantee's age (minimum of age 55), plus full years of continuous employment by the Company or any of its Subsidiaries, equals 75.

**Disability:** For purposes of the Plan, the Grantee shall be considered "Disabled" if the Grantee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or qualifies as permanent full disability under the applicable Swiss social security and/or pension laws.

**Non-Competition Agreement:** For the avoidance of any doubt, any non-competition agreement entered into between the Grantee and the Company in connection with the Plan and grants thereunder shall be in addition to any non-competition agreement agreed between the Grantee and the employing Subsidiary and shall not replace such non-competition agreement.

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<sup>8</sup> For Awards granted on or after March 11, 2024

#### ***NOTIFICATIONS***

**Exchange Control Notification.** The Grantee may hold shares of Common Stock acquired under the Plan outside of Switzerland provided that he or she declares all foreign accounts (including any accounts that were opened or closed during the tax year) on his or her annual Swiss tax declaration.

#### **UNITED ARAB EMIRATES**

#### ***NOTIFICATIONS***

**Securities Law Notice.** PSUs under the Plan are granted only to select executive officers and other employees of the Company and its subsidiaries for the purpose of providing such eligible persons with incentives and rewards for performance. The Agreement, including this Exhibit, the Plan and any documents the Grantee may receive in connection with the PSUs are intended for distribution to such eligible persons and must not be delivered to, or relied on, by any other person.

The Emirates Securities and Commodities Authority, the Central Bank, the Ministry of Economy and the Dubai Department of Economic Development do not have any responsibility for reviewing or verifying any documents in connection with the Plan nor have they reviewed or approved the Plan or the Agreement. The securities to which this statement relates may be illiquid and/or subject to restrictions on their resale. The Grantee and/or prospective purchasers of the securities offered should conduct their own due diligence on the securities.

If the Grantee does not understand the contents of the Agreement, including this Exhibit, or the Plan, the Grantee should consult an authorized financial adviser.

#### **UNITED KINGDOM**

#### ***TERMS AND CONDITIONS***

- **Sub-Plan.** The terms of the U.K. Sub-plan apply to the PSUs.

## EXHIBIT C

### **Statement of Management Objectives**

This Statement of Management Objectives applies to the performance-based Restricted Stock Units granted to the Grantee on the Date of Grant and applies with respect to the Performance Share Units Agreement between the Company and the Grantee (the "Agreement"). Capitalized terms used in the Agreement that are not specifically defined in this Statement of Management Objectives have the meanings assigned to them in the Agreement or in the Plan, as applicable.

#### **Section 1.** Definitions. For purposes hereof:

- "**Peer Group**" means S&P600® Industrials Index as constituted on the first day of the Performance Period.
- "**Relative Total Stockholder Return**" or "**RTSR**" means the percentile rank of the Company's Total Stockholder Return among the Total Stockholder Returns of all members of the Peer Group, ranked in descending order, at the end of the Performance Period.
- "**Total Stockholder Return**" means, with respect to the Common Stock and the common stock of each of the members of the Peer Group, a rate of return reflecting stock price appreciation, plus the reinvestment of dividends in additional shares of stock on the ex-dividend date, from the beginning of the Performance Period through the end of the Performance Period. For purposes of calculating Total Stockholder Return for each of the Company and the members of the Peer Group, the beginning stock price will be based on the average closing stock price for the [30]<sup>9</sup> [90]<sup>10</sup> calendar days immediately preceding January 1, [2023]<sup>7</sup> [2024]<sup>8</sup> on the principal stock exchange on which the stock then traded and the ending stock price will be based on the average closing stock price for the [30]<sup>7</sup> [90]<sup>8</sup> calendar days immediately preceding January 1, [2026]<sup>7</sup> [2027]<sup>8</sup> on the principal stock exchange on which the stock then trades.

#### **Section 2.** Performance Matrix.

From 0% to 200% of the PSUs will be earned based on achievement of the Management Objectives measured by RTSR during the Performance Period as follows:

Performance Level	Relative Total Stockholder Return	PSUs Earned
Below Threshold	Ranked below 25th percentile	0%
Threshold	Ranked at 25th percentile	25%
Target	Ranked at 50th percentile	100%
Maximum	Ranked at or above 75th percentile	200%

<sup>9</sup> For Awards granted on or after March 7, 2023

<sup>10</sup> For Awards granted on or after March 11, 2024

Notwithstanding anything in this Statement of Management Objectives or the Agreement to the contrary, if Total Stockholder Return for the Company for the Performance Period is negative the maximum amount of PSUs earned shall be 100% of the PSUs.

**Section 3.** Number of PSUs Earned. Following the Performance Period, on the Committee Determination Date, the Committee shall determine whether and to what extent the goals relating to the Management Objectives have been satisfied for the Performance Period and shall determine the number of PSUs that shall become nonforfeitable hereunder and under the Agreement on the basis of the following:

- Below Threshold. If, upon the conclusion of the Performance Period, RTSR for the Performance Period falls below the threshold level, as set forth in the Performance Matrix, no PSUs shall become nonforfeitable.
- Threshold. If, upon the conclusion of the Performance Period, RTSR for the Performance Period equals the threshold level, as set forth in the Performance Matrix, 25% of the PSUs (rounded down to the nearest whole number of PSUs) shall become nonforfeitable.
- Between Threshold and Target. If, upon the conclusion of the Performance Period, RTSR for the Performance Period exceeds the threshold level, but is less than the target level, as set forth in the Performance Matrix, a percentage between 25% and 100% (determined on the basis of straight-line mathematical interpolation) of the PSUs (rounded down to the nearest whole number of PSUs) shall become nonforfeitable.
- Target. If, upon the conclusion of the Performance Period, RTSR for the Performance Period equals the target level, as set forth in the Performance Matrix, 100% of the PSUs shall become nonforfeitable.
- Between Target and Maximum. If, upon the conclusion of the Performance Period, RTSR for the Performance Period exceeds the target level, but is less than the maximum level, as set forth in the Performance Matrix, a percentage between 100% and 200% (determined on the basis of straight-line mathematical interpolation) of the PSUs (rounded down to the nearest whole number of PSUs) shall become nonforfeitable.
- Equals or Exceeds Maximum. If, upon the conclusion of the Performance Period, RTSR for the Performance Period equals or exceeds the maximum level, as set forth in the Performance Matrix, 200% of the PSUs shall become nonforfeitable.

Before all or any portion of any Qualified Performance-Based Award of PSUs shall become nonforfeitable or paid in accordance with this Statement of Management Objectives or the Agreement, the Committee shall determine in writing that the Management Objectives have been satisfied.

**ENVIRI CORPORATION**

**STOCK APPRECIATION RIGHTS AGREEMENT (FORM)**

This STOCK APPRECIATION RIGHTS AGREEMENT (this "**Agreement**") is made as of March [7, 2023]<sup>1</sup> [11, 2024]<sup>2</sup>, by and between Enviri Corporation, a Delaware corporation and [Participant Name:First Name Last Name] (the "**Grantee**").

1. **Certain Definitions.** Capitalized terms used, but not otherwise defined, in this Agreement will have the meanings given to such terms in the Company's 2013 Equity and Incentive Compensation Plan, as amended by Amendment No. 1 to the 2013 Equity and Incentive Compensation Plan (the "**Plan**"). In addition, for purposes of this Agreement, "Base Price" means [Price:Option Price], and "Date of Grant" means March [7, 2023]<sup>1</sup> [11, 2024]<sup>2</sup>.

2. **Grant of SARs.** Subject to and upon the terms, conditions and restrictions set forth in this Agreement, including, without limitation, Exhibit A attached hereto (the "**Non-Competition Agreement**"), any additional terms and conditions for the Grantee's country (Grantees outside the United States only) set forth in the attached Exhibit B which forms part of this Agreement, and in the Plan the Company grants to the Grantee, as of the Date of Grant, [Granted:Options Granted] Free-Standing Appreciation Rights ("**SARs**"). The SARs represent the right of the Grantee to receive shares of Common Stock in an amount equal to 100% of the Spread on the date on which the SARs are exercised. Notwithstanding anything in this **Section 2** or otherwise in this Agreement to the contrary, the Grantee acknowledges and agrees to be bound by the restrictive covenant terms, conditions and provisions in the Non-Competition Agreement as a "Grantee" as referred to therein.

3. **Vesting of SARs.**

(a) Subject to the terms and conditions of this Agreement and the Plan, the SARs covered by this Agreement shall become exercisable as described in this Section. One-third of the SARs shall become exercisable on the first anniversary of the Date of Grant if the Grantee remains in the continuous employ of the Company or one of its Subsidiaries from the Date of Grant through such first anniversary. An additional one-third of the SARs shall become exercisable on each subsequent anniversary of the Date of Grant, through the third anniversary of the Date of Grant, when the remaining SARs shall have become exercisable, if the Grantee remains in the continuous employ of the Company or one of its Subsidiaries from the Date of Grant through each such anniversary. For purposes of this Agreement, "continuous employ" (or substantially similar term) means the absence of any interruption or termination of the Grantee's employment with the Company or with a Subsidiary of the Company. Continuous employment shall not be considered interrupted or terminated in the case of sick leave, military leave or any other leave of absence approved by the Company or in the case of transfers between locations of the Company and its Subsidiaries.

(b) Notwithstanding **Section 3(a)** above, the SARs granted hereby shall become immediately exercisable in full if at any time during the continuous employment of the

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<sup>1</sup> For Awards granted on or after March 7, 2023

<sup>2</sup> For Awards granted on or after March 11, 2024

Grantee with the Company or a Subsidiary of the Company and prior to the termination of the SARs any of the following events occur:

- (i) the Grantee's death or becoming Disabled while the Grantee is continuously employed by the Company or any of its Subsidiaries; or
- (ii) the Grantee's retirement (A) at age 62 or older [plus 5 years of service<sup>3</sup>] while continuously employed by the Company or any of its Subsidiaries; or (B) at or after such time as the Grantee's age (minimum of age 55), plus full years of continuous employment by the Company or any of its Subsidiaries, equals 75.

(c) For purposes of this **Section 3**, the Grantee shall be considered "Disabled" if the Grantee is: (i) unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve months, or (ii) by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Company.

(d) (i) Notwithstanding **Section 3(a)** above, if at any time before the third anniversary of the Date of Grant or the termination of the SARs, and while the Grantee is continuously employed by the Company or a Subsidiary, a Change in Control occurs, then the SARs will become fully exercisable, except to the extent that a Replacement Award is provided to the Grantee in accordance with **Section 3(d)(ii)** to continue, replace or assume the SARs covered by this Agreement (the '**Replaced Award**').

- (ii) For purposes of this Agreement, a "Replacement Award" means an award (A) of the same type (e.g., time-based stock appreciation rights) as the Replaced Award, (B) that has a value at least equal to the value of the Replaced Award, (C) that relates to publicly traded equity securities of the Company or its successor in the Change in Control or another entity that is affiliated with the Company or its successor following the Change in Control or is payable solely in cash, (D) if the Grantee holding the Replaced Award is subject to U.S. federal income tax under the Code, the tax consequences of which to such Grantee under the Code are not less favorable to such Grantee than the tax consequences of the Replaced Award, and (E) the other terms and conditions of which are not less favorable to the Grantee holding the Replaced Award than the terms and conditions of the Replaced Award (including the provisions that would apply in the event of a subsequent Change in Control). A Replacement Award may be granted only to the extent it does not result in the Replaced Award or Replacement Award failing to comply with or be exempt from Section 409A of the Code. Without limiting the generality of the

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<sup>3</sup> For Awards granted on or after March 11, 2024

foregoing, the Replacement Award may take the form of a continuation of the Replaced Award if the requirements of the two preceding sentences are satisfied. The determination of whether the conditions of this **Section 3(d)(ii)** are satisfied will be made by the Committee, as constituted immediately before the Change in Control, in its sole discretion.

- (iii) If, upon receiving a Replacement Award, the Grantee's employment with the Company or a Subsidiary (or any of their successors) (as applicable, the "**Successor**") is subsequently terminated by the Grantee for Good Reason or by the Successor without Cause within a period of two years after the Change in Control, 100% of the Replacement Award will become exercisable with respect to the time- based stock appreciation rights covered by such Replacement Award.
- (iv) A termination by the Grantee for "Good Reason" means Grantee's termination of his or her employment with the Successor as a result of the occurrence of any of the following: (A) a change in the Grantee's principal location of employment that is greater than 50 miles from such location as of the date of this Agreement without the Grantee's consent; provided, however, that the Grantee hereby acknowledges that the Grantee may be required to engage in travel in connection with the performance of the Grantee's duties and that such travel shall not constitute a change in the Grantee's principal location of employment for purposes hereof; (B) a material diminution in the Grantee's base compensation; (C) a change in the Grantee's position with the Successor without the Grantee's consent such that there is a material diminution in the Grantee's authority, duties or responsibilities; or (D) any other action or inaction that constitutes a material breach by the Successor of the agreement, if any, under which the Grantee provides services to the Successor or its subsidiaries. Notwithstanding the foregoing, the Grantee's termination of the Grantee's employment with the Successor as a result of the occurrence of any of the foregoing shall not constitute a termination for "Good Reason" unless (X) the Grantee gives the Successor written notice of such occurrence within 90 days of such occurrence and such occurrence is not cured by the Successor within 30 days of the date on which such written notice is received by the Successor and (Y) the Grantee actually terminates his or her employment with the Successor prior to the 365th day following such occurrence.
- (v) A termination by the Successor without "Cause" means the Successor's termination of the Grantee's employment with the Successor under circumstances that do not involve or relate to the occurrence of any of the following:

- (A) an act or acts of personal dishonesty taken by the Grantee and intended to result in substantial personal enrichment of the Grantee at the expense of the Company;
- (B) repeated failure by the Grantee to devote reasonable attention and time during normal business hours to the business and affairs of the Company or to use the Grantee's reasonable best efforts to perform faithfully and efficiently the responsibilities assigned to the Grantee (provided that such failure is demonstrated to be willful and deliberate on the Grantee's part and is not remedied in a reasonable period of time after receipt of written notice from the Company); or (C) the conviction of the Grantee of a felony.

4. **Exercise of SARs.**

(a) To the extent exercisable as provided in **Section 3** of this Agreement, the SARs may be exercised in whole or in part by delivery to the Company of a notice in form and substance satisfactory to the Company specifying the number of SARs to be exercised and the date of exercise.

(b) Upon exercise, the Company will issue to the Grantee, with respect to the number of SARs that are exercised, the number of shares of Common Stock that equals the Market Value per Share of Common Stock on the date of exercise divided into the Spread, rounded down to the nearest whole share.

5. **Termination of SARs.** Both exercisable and nonexercisable SARs shall terminate, as provided below, after the end of the earliest to occur of the following periods:

(a) 90 days after the Grantee ceases to be an employee of the Company or a Subsidiary, unless the Grantee ceases to be such employee in a manner described in clause (b), (c), (d) or (e) of this Section;

(b) One year after the Grantee's becoming Disabled, if the Grantee becomes Disabled while continuously employed by the Company or a Subsidiary;

(c) One year after the death of the Grantee, if the Grantee dies while continuously employed by the Company or a Subsidiary or within the period specified in clause above or clause (d) below if applicable to the Grantee;

(d) [One year after the Grantee retires from continuous employment with the Company or a Subsidiary if (i) the Grantee is at the time of such retirement at least age 62, or (ii) when the Grantee retires, the Grantee's age, plus full years of continuous employment by the Company or any of its Subsidiaries, equals 75;]<sup>4</sup>

[The lesser of (i) five years after the Grantee retires from continuous employment with the Company or a Subsidiary or (ii) the remaining term of the applicable

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<sup>4</sup> For Awards granted on or after March 7, 2023

Grant if (a) the Grantee is at the time of such retirement at least age 62 plus 5 years of service, or (b) when the Grantee retires, the Grantee's age (minimum of age 55), plus full years of continuous employment by the Company or any of its Subsidiaries, equals 75;]<sup>5</sup>

(e) One year after the Grantee ceases to be an employee of the Successor under the conditions specified in Section 3(d) of this Agreement; and

(f) Ten years from the Date of Grant.

6. **Transferability.** Subject to Section 15 of the Plan, no SAR or any interest therein shall be transferable prior to exercise pursuant to Section 4 hereof other than by will or pursuant to the laws of descent and distribution and may be exercised during the Grantee's lifetime only by the Grantee or, in the event of the Grantee's legal incapacity to do so, by the Grantee's guardian or legal representative acting on behalf of the Grantee in a fiduciary capacity under state law or court supervision.

7. **Compliance with Law.** The SARs shall not be exercisable if such exercise would involve a violation of any applicable federal or state securities law, and the Company hereby agrees to make reasonable efforts to comply with any applicable federal and state securities laws.

8. **Adjustments.** The SARs are subject to mandatory adjustment under the terms of Section 11 of the Plan.

9. **Withholding Taxes.** To the extent that the Company is required to withhold federal, state, local or foreign taxes in connection with the delivery to the Grantee of Common Stock or any other payment to the Grantee or any other payment or vesting event under this Agreement, the Grantee hereby authorizes withholding from payroll and any other amounts payable to the Grantee, including amounts payable hereunder, and otherwise agrees to make adequate provision for, any sums required to satisfy such tax withholding obligations of the Company. The Company shall have no obligation to make delivery or payment hereunder until the tax withholding obligations of the Company have been satisfied by the Grantee. If all or any part of such withholding requirement be satisfied by retention by the Company of a portion of the Common Stock to be delivered to the Grantee or by delivering to the Company other shares of Common Stock held by the Grantee, the shares so retained shall be credited against such withholding requirement at the Market Value per Share of such Common Stock on the date of such delivery. In no event will the market value of the Common Stock to be withheld and/or delivered pursuant to this Section 9 to satisfy applicable withholding taxes exceed the minimum amount of taxes required to be withheld, unless otherwise agreed to by the Grantee, provided, however, that such amount shall not exceed the statutory maximum withholding rates.

10. **No Employment Rights.** The grant of the SARs under this Agreement to the Grantee is a voluntary, discretionary award being made on a one-time basis and it does not constitute a commitment to make any future awards. The grant of the SARs and any payments made hereunder will not be considered salary or other compensation for purposes of any severance pay or similar allowance, except as otherwise required by law. Nothing in this Agreement will give the Grantee any right to continue employment with the Company or any Subsidiary, as the case may be, or interfere in any way with the right of the Company or a Subsidiary to terminate the employment of the Grantee at any time.

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<sup>5</sup> For Awards granted on or after March 11, 2024

11. **Relation to Other Benefits.** Any economic or other benefit to the Grantee under this Agreement or the Plan shall not be taken into account in determining any benefits to which the Grantee may be entitled under any profitsharing, retirement or other benefit or compensation plan maintained by the Company or a Subsidiary and shall not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or a Subsidiary.

12. **Amendments.** Any amendment to the Plan shall be deemed to be an amendment to this Agreement to the extent that the amendment is applicable hereto; provided, however, that (a) no amendment shall adversely affect the rights of the Grantee under this Agreement without the Grantee's written consent, and (b) the Grantee's consent shall not be required to an amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code.

13. **Severability.** In the event that one or more of the provisions of this Agreement shall be invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall be deemed to be separable from the other provisions hereof, and the remaining provisions hereof shall continue to be valid and fully enforceable.

14. **Relation to Plan.** This Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern. The Committee acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein or in the Plan, have the right to determine any questions which arise in connection with this Agreement. In addition, the SARs shall be subject to the terms and conditions of the Company's clawback policy in effect on the Date of Grant as if such SARs were "Incentive-Based Compensation" (as such term is defined in such clawback policy).

15. **Successors and Assigns.** Without limiting **Section 6** hereof, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of the Grantee, and the successors and assigns of the Company.

16. **Governing Law.** This Agreement will be construed under the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions, and the parties consent and agree that the federal and state courts of the Commonwealth of Pennsylvania will have exclusive jurisdiction over any dispute relating to this Agreement.

17. **Acknowledgement.** The Grantee acknowledges that the Grantee (a) has received a copy of the Plan, (b) has had an opportunity to review the terms of this Agreement and the Plan, (c) understands the terms and conditions of this Agreement and the Plan and (d) agrees to such terms and conditions.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by its duly authorized officer and the Grantee has executed this Agreement, effective as of the day and year first above written.

**ENVIRI CORPORATION**

By: /s/ F. Nicholas Grasberger III

Name: F. Nicholas Grasberger III

Title: Chairman, President and CEO

The undersigned hereby acknowledges receipt of an executed version of this Agreement and accepts the award of SARs granted hereunder on the terms and conditions set forth herein and in the Plan (including the terms of the Non-Competition Agreement, attached hereto as **Exhibit A**).

**GRANTEE**

By:\_\_

Name:

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**EXHIBIT A**

**Non-Competition Agreement**

1. **Grant.** Grantee acknowledges that Grantee has access to the confidential and proprietary trade secret information of Enviro Corporation, including its subsidiaries, joint ventures, and operating divisions (the "Company"), as further described below ("Confidential/Proprietary Trade Secret Information"). Further, Grantee acknowledges that Grantee derives significant value from the Company and from the Confidential/Proprietary Trade Secret Information provided during the term of employment with the Company, which enables Grantee to optimize the performance of the Company's performance and Grantee's own personal, professional, and financial benefit. In consideration of the grant described in the award agreement (the "Agreement") to which these terms, conditions and provisions (the "Non-Competition Agreement") are attached as an exhibit, Grantee agrees that, during Grantee's employment by the Company, and for a period of twelve (12) months after the cessation of such employment for any reason (both such periods collectively referred to as the "Restricted Period"), Grantee will not, directly or indirectly, engage in any of the following competitive activities:
  - (a) For Grantee or on behalf of any other corporation, business, partnership, individual, or other entity, directly or indirectly solicit, divert, contract with, or attempt to solicit, divert, or contract with, any customer with whom Grantee had Material Contact during the final two (2) years of Grantee's employment with the Company concerning any products or services that are similar to those that Grantee was responsible for or were otherwise involved with during Grantee's employment with the Company. For purposes of this Non-Competition Agreement, the Grantee will have had "Material Contact" with a customer if: (i) Grantee had business dealings with the customer on the Company's behalf; (ii) Grantee was responsible for supervising or coordinating the dealings between the Company and the customer; or (iii) Grantee obtained Confidential/Proprietary Trade Secret Information about the customer as a result of Grantee's association with the Company;
  - (b) Within the geographic territory where Grantee was employed by the Company, obtained knowledge of Confidential/Proprietary Trade Secret Information, or had contact with the Company's customers, become employed by or otherwise render services to (as a director, employee, contractor or consultant) or have any ownership interest in any business which is engaged in offering the same or similar products or services as, or otherwise competes with those Company, including its subsidiaries and operating unit(s) with which Grantee was employed or in any way involved during the last twelve (12) months of employment with the Company; or

- (c) (i) induce, offer, assist, encourage or suggest that another business or enterprise offer employment to or enter into a consulting arrangement with any employee, agent or representative of the Company or (ii) induce, offer, assist, encourage or suggest that any employee, agent or representative of the Company, including its subsidiaries and joint ventures, terminate his or her employment or business affiliation with the Company or accept employment with any other business or enterprise.
- (d) Confidential/Proprietary Trade Secret Information.
  - (i) Grantee agrees to keep secret and confidential all Confidential/Proprietary Trade Secret Information (further described below) acquired by Grantee while employed by the Company or concerning the business and affairs of the Company, its vendors, its customers, and its affiliates (whether of a business, commercial or technological nature), and further agrees that Grantee will not disclose any such Confidential/Proprietary Trade Secret Information so acquired to any individual, partner, company, firm, corporation or other person or use the same in any manner other than in connection with the business and affairs of the Company and its affiliates. Except in the performance of services for the Company, the Grantee will not, for so long as the Confidential/Proprietary Trade Secret Information remains so designated under applicable law, use, disclose, reproduce, distribute, transmit, reverse engineer, decompile, disassemble, or transfer the Confidential/Proprietary Trade Secret Information or any portion thereof.
  - (ii) For purposes of this Non-Competition Agreement, "Confidential/Proprietary Trade Secret Information" includes all information of a confidential or proprietary nature that relates to the business, products, services, research or development of the Company, and its affiliates or their respective suppliers, distributors, customers, independent contractors or other business relations. Confidential/Proprietary Trade Secret Information also includes, but is not limited to, the following: (A) internal business information (including information relating to strategic and staffing plans and practices, business, training, financial, marketing, promotional and sales plans and practices, cost, rate and pricing structures, accounting and business methods and customer and supplier lists); (B) identities of, individual requirements of, specific contractual arrangements with and information about, the Company's suppliers, distributors, customers, independent contractors or other business relations and their confidential information; (C) trade secrets, copyrightable works and other confidential information (including ideas, formulas, recipes, compositions, inventions, innovations, improvements, developments, methods, know-how, manufacturing and production

processes and techniques, research and development information, compilations of data and analyses, data and databases relating thereto, techniques, systems, records, manuals, documentation, models, drawings, specifications, designs, plans, proposals, reports and all similar or related information whether patentable or unpatentable and whether or not reduced to practice); (D) other intellectual property rights of the Company, or any of its affiliates; and (E) any other information that would constitute a trade secret under the Pennsylvania Uniform Trade Secrets Act, as amended from time to time (or any successor). The term "Confidential/Proprietary Trade Secret Information" also includes any information or data described above which the Company obtains from another party and which the Company treats as proprietary or designates as trade secrets, whether or not owned or developed by the Company.

- (iii) All documents and materials supplied to Grantee or developed by Grantee in the course of, or as a result of Grantee's employment at the Company whether in hard copy, electronic format or otherwise shall be the sole property of the Company. Grantee will at any time upon the request of the Company and in any event promptly upon termination of Grantee's employment or relationship with the Company, but in any event no later than five (5) business days after such termination, deliver all such materials to the Company and will not retain any originals or copies of such materials, whether in hard copy form or as computerized and/or electronic records. Except to the extent approved by the Company or required by Grantee's bona fide job duties for the Company, the Grantee also agrees that Grantee will not copy or remove from the Company's place of business or the place of business of a customer of the Company, property or information belonging to the Company or the customer or entrusted to the Company or the customer. In addition, the Grantee agrees that Grantee will not provide any such materials to any competitor of or entity seeking to compete with the Company unless specifically approved in writing by the Company. Notwithstanding anything in paragraph 1(d)(3) of this Non-Competition Agreement to the contrary, if the Company needs to take legal action to secure such return delivery of such materials, Grantee shall be responsible for all legal fees, costs and expenses incurred by the Company in doing so.
- (iv) Grantee understands that nothing contained in this Agreement limits Grantee's ability to file a charge or complaint with any federal, state or local governmental agency or commission ("Government Agencies"). Grantee further understands that this Agreement does not limit Grantee's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be commenced by any Government Agency including providing documents or other information without notice to the Company. This Agreement does not limit

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the Grantee's right to receive an award for information provided to any Government Agencies.

2. Subsequent Employment.

- (a) Advise the Company of New Employment. In the event of a cessation of Grantee's employment with the Company, and during the Restricted Period described in paragraph 1 above, Grantee agrees to disclose to the Company, the name and address of any new employer or business affiliation within ten (10) calendar days of Grantee's accepting such position. In the event that Grantee fails to notify the Company of such new employment or business affiliation as required above, the Restricted Period will be extended by a period equal to the period of nondisclosure.
- (b) Grantee's Ability to Earn Livelihood. Grantee acknowledges that, in the event of a cessation of Grantee's employment with the Company, for any reason and at any time, the provisions of paragraph 1 of this Non-Competition Agreement will not unreasonably restrict Grantee's ability to earn a living. Grantee and the Company acknowledge that Grantee's rights have been limited by this Non-Competition Agreement only to the extent reasonably necessary to protect the legitimate interests of the Company in its Confidential/Proprietary Trade Secret Information.
- (c) Enforcement. Grantee agrees that if Grantee violates the covenants and agreements set forth in this Non-Competition Agreement, the Company would suffer irreparable harm, and that such harm to the Company may be impossible to measure in monetary damages. Accordingly, in addition to any other remedies which the Company may have at law or in equity, the Company will have the right to have all obligations, undertakings, agreements, covenants and other provisions of this Non-Competition Agreement specifically performed by Grantee, and the Company will have the right to obtain preliminary and permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach, of this Non-Competition Agreement. In such event, the Company will be entitled to an accounting and repayment of all profits, compensation, remunerations or benefits which Grantee or others, directly or indirectly, have realized or may realize as a result of, growing out of, or in conjunction with any violation of this Non-Competition Agreement. Such remedies will be an addition to and not in limitation of any injunctive relief or other rights or remedies to which the Company is or may be entitled at law or in equity. In the event that the Company obtains any requested relief in any action brought to enforce the terms of this Non-Competition Agreement through court proceedings, the Company will be entitled to reimbursement for all legal fees, costs and expenses incident to enforcement.

3. Severability. If any section, paragraph, term or provision of this Non-Competition Agreement, or the application thereof, is determined by a competent court or tribunal to

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be invalid or unenforceable, then the other parts of such section, paragraph, term or provision will not be affected thereby and will be given full force and effect without regard to the invalid or unenforceable portions, and the section, paragraph, term or provision of this Non-Competition Agreement will be deemed modified to the extent necessary to render it valid and enforceable.

4. Miscellaneous.

(a) Employment.

- (i) This Non-Competition Agreement does not constitute a guarantee of employment and termination of employment will not affect the enforceability of this Non-Competition Agreement.
- (ii) Grantee agrees that if Grantee is transferred from the entity or division which was Grantee's employer at the time Grantee signed this Non-Competition Agreement to employment by another division or another company that is a subsidiary or affiliate of Enviri Corporation, and Grantee has not entered into a superseding agreement with the new employer covering the subject matter of this Non-Competition Agreement, then this Non-Competition Agreement will continue in effect and the Grantee's new employer will be termed "the Company" for all purposes hereunder and will have the right to enforce this Non-Competition Agreement as Grantee's employer. In the event of any subsequent transfer, Grantee's new employer will succeed to all rights under this Non-Competition Agreement so long as such employer will be Enviri Corporation or one of its subsidiaries or affiliates and so long as this Non-Competition Agreement has not been superseded.

- (b) Headings. The headings contained in this Non-Competition Agreement are inserted for convenience of reference only, and will not be deemed to be a part of this Non-Competition Agreement for any purposes, and will not in any way define or affect the meaning, construction or scope of any of the provisions of this Non-Competition Agreement.
- (c) Governing Law. This Non-Competition Agreement will be construed under the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions, and the parties consent and agree that the federal and state courts of the Commonwealth of Pennsylvania will have exclusive jurisdiction over any dispute relating to this Non-Competition Agreement.
- (d) Supplemental Nature of this Non-Competition Agreement. The restrictions set forth in paragraph 1 of this Non-Competition Agreement will be in addition to any other such restrictive covenants agreed to through separate Non-Competition Agreements, if any, between Grantee and the Company and will survive the vesting or exercise of the equity award evidenced by the Agreement.

- (e) **Waiver.** The failure by the Company to enforce any right or remedy available to it under this Non-Competition Agreement will not be construed to be a waiver of such right or remedy with respect to any other prior, concurrent or subsequent breach or failure. No waiver of rights under this Non-Competition Agreement will be effective unless made in writing with specific reference to this Non-Competition Agreement.
- (f) **Notification.** Grantee agreed that the Company may notify any third party about Grantee's obligations under this Non-Competition Agreement until such time as Grantee has performed all of Grantee's obligations hereunder. Upon the Company's request, Grantee agrees to provide the Company with information, including, but not limited to, supplying details of Grantee's subsequent employment, sufficient to verify that Grantee has not breached, or is not breaching, any covenant in this Non-Competition Agreement.
- (g) **Tolling.** In the event that Grantee violates any of the covenants set forth in this Non-Competition Agreement, then the Company shall have the benefit of the full period of the covenants such that the covenants shall have the duration of the Restricted Period computed from the date Grantee ceased violation of the covenants, either by order of the court or otherwise.

5. Acknowledgments.

- (i) Grantee acknowledges and agrees that this Non-Competition Agreement is in consideration of, (A) the grant evidenced by the Agreement, (B) access to Confidential/Proprietary Trade Secret Information, as required by Grantee's job duties, and (C) access to important customer relationships and the associated customer goodwill of the Company.
- (ii) Grantee acknowledges that he or she has carefully read and considered the provisions of this Non-Competition Agreement, and that this Non-Competition Agreement is reasonable as to time and scope and activities prohibited, given the Company's need to protect its interests and given the consideration provided to Grantee in the form of the grant evidenced by the Agreement.
- (iii) Grantee acknowledges that he or she has had an opportunity to consult with an independent legal counsel of Grantee's choosing, and accept the grant contained in the Agreement and continuing employment on the terms set forth in this Non-Competition Agreement.

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**EXHIBIT B**

**Additional Terms and Conditions for International Employees**

**TERMS AND CONDITIONS**

This Exhibit B (this "Exhibit"), which is part of the Agreement, contains additional terms and conditions that govern the SARs granted to the Grantee under the Plan if he or she resides outside the United States. The terms and conditions in Part A apply to **all** Grantees outside the United States. The country-specific terms and conditions and/or notifications in Part B will also apply to the Grantee if he or she resides in one of the countries listed below. Unless otherwise defined, capitalized terms used but not defined in this Exhibit have the meanings set forth in the Plan and/or the Agreement.

**NOTIFICATIONS**

This Exhibit also includes information regarding exchange controls and certain other issues of which the Grantee should be aware with respect to participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the respective countries as of November 2017. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Grantee not rely on the information in this Exhibit as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out of date at the time that the Grantee exercises the SARs or sell shares of Common Stock acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Grantee's particular situation, and the Company is not in a position to assure the Grantee of a particular result. Accordingly, the Grantee is advised to seek appropriate professional advice as to how the relevant laws in his or her country may apply to the Grantee's situation.

Finally, if the Grantee is a citizen or resident, or is considered a resident, of a country other than the one in which he or she is currently working, or transferred employment after the SARs were granted to him or her, the information contained herein may not be applicable. In addition, the Company shall, in its sole discretion, determine to what extent the additional terms and conditions included herein will apply to you under these circumstances.

**A. ALL NON-U.S. COUNTRIES ADDITIONAL TERMS AND CONDITIONS**

The following additional terms and conditions will apply to the Grantee if he or she resides in any country outside the United States.

**Responsibility for Taxes.** The following section replaces Section 9 of the Agreement in its entirety:

The Grantee acknowledges that, regardless of any action taken by the Company or, if different, the Grantee's employer (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related

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to the Grantee's participation in the Plan and legally applicable to the Grantee ("Tax-Related Items") is and remains the Grantee's responsibility and may exceed the amount actually withheld by the Company or the Employer. The Grantee further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the SARs, including, but not limited to, the grant, vesting or exercise of the SARs, the subsequent sale of shares of Common Stock acquired pursuant to such exercise and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the SARs to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee is subject to Tax-Related Items in more than one jurisdiction between the Date of Grant and the date of any relevant taxable or tax withholding event, as applicable, the Grantee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to the relevant taxable or tax withholding event, as applicable, the Grantee agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by any one or a combination of the following methods: (i) requiring payment by the Grantee to the Company, on demand, by cash, check or other method of payment as may be determined acceptable by the Company; or (ii) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or the Employer; or (iii) withholding from proceeds of the sale of shares of Common Stock acquired at exercise of the SARs either through a voluntary sale or through a mandatory sale arranged by the Company (on the Grantee's behalf pursuant to this authorization) without further consent; or (iv) withholding shares of Common Stock issuable at exercise of the SARs.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates, including maximum applicable rates, in which case the Grantee will receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Stock equivalent. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, for tax purposes, the Grantee is deemed to have been issued the full number of shares of Common Stock subject to the exercised SARs, notwithstanding that a number of the shares of Common Stock are held back solely for the purpose of paying the Tax-Related Items.

Finally, the Grantee agrees to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Grantee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares or the proceeds of the sale of shares of Common Stock, if the Grantee fails to comply with his or her obligations in connection with the Tax-Related Items.

**Nature of Grant.** In accepting the SARs, the Grantee acknowledges, understands and agrees that: (1) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan; (2) all decisions with respect to future SARs or other grants, if any, will be at the sole

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discretion of the Company; (3) the Grantee is voluntarily participating in the Plan; (4) the SARs and any shares of Common Stock acquired under the Plan are not intended to replace any pension rights or compensation; (5) the future value of the shares of Common Stock underlying the SARs is unknown, indeterminable and cannot be predicted with certainty; (6) if the underlying shares of Common Stock do not increase in value, the SARs will have no value; (7) if the Grantee exercises the SARs and acquires shares of Common Stock, the value of such shares of Common Stock may increase or decrease in value, even below the Base Price; (8) no claim or entitlement to compensation or damages shall arise from forfeiture of the SARs resulting from the termination of the Grantee's employment or other service relationship (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Grantee is employed or providing services or the terms of the Grantee's employment or service agreement, if any), and in consideration of the grant of the SARs to which the Grantee is otherwise not entitled, the Grantee irrevocably agrees never to institute any claim against the Company, any of its subsidiaries or affiliates or the Employer, waives his or her ability, if any, to bring any such claim, and releases the Company, its subsidiaries and affiliates and the Employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Grantee shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim; (9) for purposes of the SARs, the Grantee's employment or service relationship will be considered terminated as of the date the Grantee is no longer actively providing services to the Company or one of its subsidiaries and affiliates (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Grantee is employed or providing services or the terms of the Grantee's employment or service agreement, if any), and unless otherwise expressly provided in the Agreement or determined by the Company, (i) the Grantee's right to vest in the SARs under the Plan, if any, will terminate as of such date and will not be extended by any notice period (**e.g.**, the Grantee's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Grantee is employed or providing services or the terms of the Grantee's employment or service agreement, if any); and (ii) the period (if any) during which the Grantee may exercise the SARs after such termination of the Grantee's employment or service relationship will commence on the date the Grantee ceases to actively provide services and will not be extended by any notice period mandated under employment laws in the jurisdiction where the Grantee is employed or providing services or terms of the Grantee's employment or service agreement, if any; and (iii) the Company shall have the exclusive discretion to determine when the Grantee is no longer actively providing services for purposes of his or her SARs grant (including whether the Grantee may still be considered to be providing services while on a leave of absence); unless otherwise provided in the Plan or by the Company in its discretion, the SARs and the benefits evidenced by the Agreement do not create any entitlement to have the SARs or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; the SARs and any shares of Common Stock acquired under the Plan and the income and value of same, are not part of normal or expected compensation for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension, or retirement or welfare benefits or similar payments; and (12) the Grantee acknowledges and agrees that neither the Company, the Employer nor any Subsidiary of the Company shall be liable for any foreign exchange rate fluctuation between the Grantee's local currency and the United States Dollar that may affect the

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value of the SARs or of any amounts due to the Grantee pursuant to the exercise of the SARs or the subsequent sale of any shares of Common Stock acquired upon exercise of the SARs.

**No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Grantee's participation in the Plan, or the Grantee's acquisition or sale of the underlying shares of Common Stock. The Grantee is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

**Data Privacy for Grantees not based in the European Economic Area or the United Kingdom.**

The Grantee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, including email, of the Grantee's personal data as described in the Agreement and any other SARs grant materials ("Data") by and among, as applicable, the Employer, the Company and its subsidiaries and affiliates for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan.

The Grantee understands that the Company and the Employer may hold certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all SARs or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor, for the exclusive purpose of implementing, administering and managing the Plan.

The Grantee understands that Data will be transferred to the Company's stock transfer agent and/or broker, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Grantee understands that the recipients of the Data may be located in the United States or elsewhere (including outside the EEA), and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than the Grantee's country. The Grantee understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Grantee authorizes the Company, the Company's stock transfer agent and /or broker, and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that Data will be held only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan. The Grantee understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative.

Further, the Grantee understands that he or she is providing the consents herein on a purely voluntary basis. If the Grantee does not consent, or if the Grantee later seeks to revoke his or her consent, his or her employment status or service and career with the Employer will not be

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adversely affected; the only adverse consequence of refusing or withdrawing the Grantee's consent is that the Company would not be able to grant the Grantee SARs or other equity awards or administer or maintain such awards. Therefore, the Grantee understands that refusing or withdrawing his or her consent may affect the Grantee's ability to participate in the Plan. For more information on the consequences of the Grantee's refusal to consent or withdrawal of consent, the Grantee understands that he or she may contact his or her local human resources representative.

**Data Privacy for Grantees based in the European Economic Area (including the United Kingdom)**

The Company and its subsidiaries and affiliates will process the data of the Grantee in accordance with (i) the applicable data privacy policy or policies adopted by the Company or its subsidiaries and affiliates; and (ii) the data privacy notice(s) provided to the Grantee covering the processing of the Grantee's data in connection with the Plan.

The Grantee understands and acknowledges that the processing of their data by the Company and its subsidiaries and affiliates in relation to the operation of the Plan is necessary for (i) the performance of the Agreement; (ii) to comply with any legal obligation in relation to the operation of the Plan; and (iii) to account for any tax and duties in relation to the Plan.

**Governing Law and Venue.** The SARs grant and the provisions of the Agreement are governed by, and subject to, the internal substantive laws of the State of Delaware in the United States of America (with the exception of its conflict of law provisions).

For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this grant or the Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the Commonwealth of Pennsylvania in the United States of America and agree that such litigation shall be conducted only in the courts of Cumberland County, the Commonwealth of Pennsylvania, or the federal courts for the United States of America for the Middle District of Pennsylvania, and no other courts, where this grant is made and/or to be performed.

**Compliance with Law. The following provision supplements Section 7 of the Agreement:** Notwithstanding any other provision of the Plan or the Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Common Stock, the Company shall not be required to deliver any shares of Common Stock issuable upon exercise of the SARs prior to the completion of any registration or qualification of the shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Grantee understands that the Company is under no obligation to register or qualify the shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, the Grantee agrees that the Company shall have unilateral authority to amend the Plan and the Agreement without the

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Grantee's consent to the extent necessary to comply with securities or other laws applicable to issuance of shares.

**Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means, including email. The Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

**Language.** If the Grantee has received the Agreement or any other document related to the SARs and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

**Severability.** The provisions of the Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

**Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Grantee's participation in the Plan, on the SARs and on any shares of Common Stock purchased upon exercise of the SARs, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

**Waiver.** The Grantee acknowledges that a waiver by the Company of breach of any provision of the Agreement shall not operate or be construed as a waiver of any other provision of the Agreement, or of any subsequent breach by the Grantee or any other Participant.

## **B. COUNTRY-SPECIFIC ADDITIONAL TERMS AND CONDITIONS AND NOTIFICATIONS**

### **AUSTRALIA**

#### **TERMS AND CONDITIONS**

**Settlement of SARs.** Notwithstanding anything to the contrary in the Agreement, upon the vesting of the SARs, the Grantee will receive a cash payment in an amount equal to the value of the shares of Common Stock underlying the vested SARs on a vesting date. As long as the Grantee resides in Australia, he or she may not receive or hold shares of Common Stock in connection with the SARs under the Plan. Accordingly, any provisions in the Agreement referring to issuance of shares of Common Stock shall not be applicable to the Grantee as long as he or she resides in Australia.

#### **NOTIFICATIONS**

**Exchange Control Information.** Exchange control reporting is required for cash transactions exceeding \$10,000 and international fund transfers. The Australian bank assisting with the transaction will file the report.

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## BELGIUM

### **NOTIFICATIONS**

**Tax Reporting Information.** Grantee is required to report any bank accounts opened and maintained outside of Belgium on his or her annual Belgian tax return.

## BRAZIL

### **TERMS AND CONDITIONS**

**Compliance with Law.** By accepting the SARs, the Grantee acknowledges that he or she agrees to comply with applicable Brazilian laws and pay any and all applicable taxes associated with the exercise of the SARs, the receipt of any dividends, and the sale of shares of Common Stock acquired under the Plan.

### **NOTIFICATIONS**

**Exchange Control Information.** If the Grantee is resident or domiciled in Brazil, he or she will be required to submit annually a declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is equal to or greater than US

\$100,000. Assets and rights that must be reported include shares of Common Stock.

## CANADA

### **TERMS AND CONDITIONS**

**Settlement.** Notwithstanding any discretion in the Plan or anything to the contrary in this Agreement, this grant of RSUs, along with any dividend equivalent amounts otherwise payable under Section 6 of this Agreement, shall only be settled in newly-issued shares of Common Stock, and without the use of any form of employee benefit trust. This provision is without prejudice to the application of Section 8 of this Agreement, provided the Grantee has been given a reasonably opportunity to pay (either out his/her own funds or via payroll deduction) the relevant withholding tax amounts.

**Continuous Employment.** The following provision supplements this Agreement and the Plan:

A Grantee's "continuous employment" (or substantially similar term) with the Company or a Subsidiary, as the case may be, will be deemed to have been terminated (regardless of the reason for the termination and whether or not later found to be invalid or in breach of applicable law in the jurisdiction where Grantee is rendering services or the terms of Grantee's employment or other service agreement, if any) on the date that is the earliest of (1) the termination date of Grantee's status as an employee, (2) the date Grantee receives written notice of termination of Grantee's status as an employee or service provider, or (3) the date Grantee is no longer actively employed by or actively providing services to the Company or any of its Subsidiaries regardless of any notice period or period of pay in lieu of such notice mandated under applicable law (including, but not limited to, statutory law, regulatory law and/or common law) in the jurisdiction where Grantee is employed or rendering service or the terms of Grantee's employment or other service agreement, if any.

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Notwithstanding the foregoing, if applicable employment or labour standards legislation explicitly requires continued participation in the Plan during a statutory notice period, Grantee acknowledges that his or her right to participate in the Plan, if any, will terminate effective as of the last day of Grantee's minimum statutory notice period, but Grantee will not earn or be entitled to pro-rata vesting if the vesting date falls after the end of Grantee's statutory notice period, nor will Grantee be entitled to any compensation for lost vesting.

**Cause.** For purposes of this Agreement and the Plan, "Cause" means the occurrence of any of the following: (A) an act or acts of personal dishonesty taken by the Grantee and intended to result in substantial personal enrichment of the Grantee at the expense of the Company; (B) repeated failure by the Grantee to devote reasonable attention and time during normal business hours to the business and affairs of the Company or to use the Grantee's reasonable best efforts to perform faithfully and efficiently the responsibilities assigned to the Grantee (provided that such failure is demonstrated to be willful and deliberate on the Grantee's part and is not remedied in a reasonable period of time after receipt of written notice from the Company); or (C) the conviction of the Grantee of a felony, indictable offence, or summary conviction offence that is related to the employment or intended employment of the Grantee; provided, however, that if the Grantee is employed in the Province of Ontario, "Cause" instead means willful misconduct, disobedience or willful neglect of duty that is not trivial and has not been condoned by the Company or a Subsidiary.

#### **NOTIFICATIONS**

##### **Securities Law Information.**

Your participation in the Plan is voluntary, and you acknowledge and agree that you have not been induced to enter into this Agreement or acquire any RSUs or Common Stock by expectation of employment, engagement or appointment or continued employment, engagement or appointment.

You understand that you are permitted to sell Common Stock acquired pursuant to the Plan, provided that the Company is a "foreign issuer" that is not a public company in any jurisdiction of Canada and the sale of the Common Stock acquired pursuant to the Plan takes place: (i) through an exchange, or a market, outside of Canada on the distribution date; or (ii) to a person or company outside of Canada. For purposes hereof, in addition to not being a reporting issuer in any jurisdiction of Canada, a "foreign issuer" is an issuer that: (i) is not incorporated or existing pursuant to the laws of Canada or any jurisdiction of Canada; (ii) does not have its head office in Canada; and (iii) does not have a majority of its executive officers or directors ordinarily resident in Canada. If any designated broker is appointed under the Plan, you shall sell such securities through the designated broker.

##### *For Grantees in the Province of Ontario*

**Non-Competition Agreement.** Section 1(b) of the Non-Competition Agreement does not apply to non-Executive Grantees employed in the Province of Ontario, where "Executive" has the meaning given to it in the *Working for Workers Act* (Ontario).

**Foreign Asset/Account Reporting Information.** Grantee is required to report any foreign specified property on form T1135 (Foreign Income Verification Statement) if the total value of the "foreign specified property" exceeds C\$100,000 at any time in the year. Foreign specified property includes Common Stock acquired under the Plan, and may include the RSUs. The RSUs must be reported (generally at a nil cost) if the \$100,000 cost threshold is exceeded

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because of other foreign property Grantee holds. If Common Stock is acquired, its cost generally is the adjusted cost base ("ACB") of the Common Stock. The ACB ordinarily would equal the fair market value of the Common Stock at the time of acquisition, but if Grantee owns other Common Stock, this ACB may have to be averaged with the ACB of the other Common Stock. The form must be filed by April 30 following the taxation year in question. Grantee should consult with his or her personal legal and tax advisor, as the case may be, to ensure compliance with applicable reporting obligations.

## **CHINA**

### **TERMS AND CONDITIONS**

**Settlement of SARs.** Notwithstanding anything to the contrary in the SARs Agreement, due to local regulatory requirements, upon the vesting of the SARs the Grantee will receive a cash payment in China via the Company local Chinese payroll in an amount equal to the value of the shares of Common Stock underlying the vested SARs on the vesting date. As long as the Grantee resides in China, he or she may not receive or hold shares of Common Stock in connection with the SARs under the Plan. Accordingly, any provisions in the Agreement referring to issuance of shares of Common Stock shall not be applicable to the Grantee as long as he or she resides in China.

## **GERMANY**

### **TERMS AND CONDITIONS**

**Parties to the Agreement.** The Agreement is exclusively concluded between Enviri Corporation and the Grantee. The local Enviri entity employing the Grantee is not in any way party to the Agreement or entitled/committed hereby.

**Vesting of SARs.** Notwithstanding anything to the contrary in the Agreement or in the Plan, the Grantee shall be considered "Disabled" for the purposes of this Agreement, if the Grantee's employment contract ends as a consequence of the Grantee being granted a permanent statutory pension for full occupational disability (unbefristete Rente wegen voller Erwerbsminderung) by the competent authorities.

**Non-Competition Agreement.** Notwithstanding anything to the contrary in the Non-Competition Agreement, it is exclusively concluded between Enviri Corporation and the Grantee. The employer of the Grantee is not in any way party to the Non-Competition Agreement or entitled/committed hereby. The Non-Competition Agreement does not affect in any way a separate non-competition agreement concluded between the Grantee and his/her employer.

## **FRANCE**

### **TERMS AND CONDITIONS**

**Consent to Receive Information in English.** By accepting the grant of the SARs, the Grantee confirms having read and understood the Plan and the Agreement, which were provided in the English language. The Grantee accepts the terms of those documents accordingly.

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En acceptant cette attribution gratuite d'actions, le Grantee confirme avoir lu et compris le Plan et ce Contrat, incluant tous leurs termes et conditions, qui ont été transmis en langue anglaise. Le Grantee accepte les dispositions de ces documents en connaissance de cause.

#### **NOTIFICATIONS**

**Tax Notification.** The SARs are not intended to be French tax-qualified.

**Exchange Control Notification.** The Grantee may hold shares of Common Stock acquired under the Plan outside of France provided that he or she declares all foreign accounts (including any accounts that were opened or closed during the tax year) on his or her annual French income tax return.

#### **INDIA**

##### **TERMS AND CONDITIONS**

The Grantee hereby agrees that it shall hold the shares of the Common Stock pursuant to this Agreement and the Plan, at all times in accordance with the applicable laws in India, including but not limited to the (Indian) Foreign Exchange Management (Transfer or Issue of Any Foreign Security) Regulations, 2004 (and as amended or replaced), relevant master circulars, directions, notifications issued in this regard by the Reserve Bank of India from time to time and shall carry out the necessary reporting with the Reserve Bank of India at all stages of granting and vesting, if and as may be required. The Grantee agrees to indemnify the Company and/or Subsidiary of the Company with respect to any non-compliance and/or non-adherence by the Grantee of any of the applicable laws in India arising out of holding of the shares of the Common Stock by the Grantee.

The Grantee shall declare the holding of shares of the Common Stock, if and as may be necessary, in its income for taxation purposes and agrees to indemnify the Company and/or Subsidiary of the Company with respect to any and all taxes that it shall be obligated to pay with respect to the shares of the Common Stock such as including but not limited to income tax, capital gain taxes etc., under this Agreement and which may arise as a result of the sale of the shares of the Common Stock and the transactions contemplated hereunder.

#### **LUXEMBOURG**

##### **NOTIFICATIONS**

**Exchange Control Information.** Grantee understands that Grantee is required to report any inward remittances of funds to the Banque Centrale de Luxembourg and/or the Service Central de la Statistique et des Études Économiques within 15 working days following the month during which the transaction occurred unless such payment is reported by a Luxembourg-resident financial institution.

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## **THE NETHERLANDS**

### ***TERMS AND CONDITIONS***

**Non-Competition Agreement.** The non-competition agreement entered into between the Company and the Grantee shall be in addition to any non-compete arrangements between the Grantee and his or her employer.

## **SWITZERLAND**

### ***TERMS AND CONDITIONS***

**Vesting:** With the acceptance of a Grant, the Grantee expressly acknowledges that any RSU, PSU and/or SAR shall not give the Grantee any right or entitlement until such Grant is fully vested. The Grant remains fully discretionary until full vesting.

**Continuous Employment:** In Switzerland, "continuously employed" (or substantially similar term) means the absence of any interruption or termination (issuance of termination notice) of the Grantee's employment with the Company or with a Subsidiary of the Company. Continuous employment shall not be considered interrupted or terminated in the case of sick leave, military leave or any other leave of absence approved by the Company for which compensation needs to be paid by the Company or salary replacement benefits are granted by any insurance or in the case of transfers between locations of the Company and its Subsidiaries. For the avoidance of any doubt, continuous employment ends in any case with the end of the employment, even if any salary replacement benefits continue to be paid by any insurance, pension scheme or social security.

**Retirement:** For the purpose of the Plan, only a retirement under the rules and conditions of the Swiss pension scheme of the Subsidiary employing the Grantee shall qualify as retirement for the purpose of vesting of RSU, PSU or termination of SAR, and only if such retirements is (A) at age 62 or older [plus 5 years of service]<sup>6</sup> while employed by the Company or any of its Subsidiaries; or (B) at or after such time as the Grantee's age (minimum of age 55), plus full years of continuous employment by the Company or any of its Subsidiaries, equals 75.

**Disability:** For purposes of the Plan, the Grantee shall be considered "Disabled" if the Grantee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or qualifies as permanent full disability under the applicable Swiss social security and/or pension laws.

**Non-Competition Agreement:** For the avoidance of any doubt, any non-competition agreement entered into between the Grantee and the Company in connection with the Plan and grants thereunder shall be in addition to any non-competition agreement agreed between the Grantee and the employing Subsidiary and shall not replace such non-competition agreement.

### ***NOTIFICATIONS***

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<sup>6</sup> For Awards granted on or after March 11, 2024

**Exchange Control Notification.** The Grantee may hold shares of Common Stock acquired under the Plan outside of Switzerland provided that he or she declares all foreign accounts (including any accounts that were opened or closed during the tax year) on his or her annual Swiss tax declaration.

#### **UNITED ARAB EMIRATES**

##### **NOTIFICATIONS**

**Securities Law Notice.** SARs under the Plan are granted only to select executive officers and other employees of the Company and its subsidiaries for the purpose of providing such eligible persons with incentives and rewards for performance. The Agreement, including this Exhibit, the Plan and any documents the Grantee may receive in connection with the SARs are intended for distribution to such eligible persons and must not be delivered to, or relied on, by any other person.

The Emirates Securities and Commodities Authority, the Central Bank, the Ministry of Economy and the Dubai Department of Economic Development do not have any responsibility for reviewing or verifying any documents in connection with the Plan nor have they reviewed or approved the Plan or the Agreement. The securities to which this statement relates may be illiquid and/or subject to restrictions on their resale. The Grantee and/or prospective purchasers of the securities offered should conduct their own due diligence on the securities.

If the Grantee does not understand the contents of the Agreement, including this Exhibit, or the Plan, the Grantee should consult an authorized financial adviser.

#### **UNITED KINGDOM**

##### **TERMS AND CONDITIONS**

**U.K. Sub-Plan.** The terms of the U.K. Sub-plan apply to the SARs.

**ENVIRI CORPORATION**  
**CERTIFICATION PURSUANT TO RULE 13a-14(a) OR 15d-14(a)**  
**AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, F. Nicholas Grasberger, III, certify that:

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

August 1, 2024

/s/ F. NICHOLAS GRASBERGER III

F. Nicholas Grasberger III

Chairman, President and Chief Executive Officer

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**ENVIRI CORPORATION**  
**CERTIFICATION PURSUANT TO RULE 13a-14(a) OR 15d-14(a)**  
**AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Tom Vadaketh, certify that:

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

August 1, 2024

/s/ TOM VADAKETH

Tom Vadaketh

Senior Vice President and Chief Financial Officer

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**ENVIRI CORPORATION**  
**CERTIFICATIONS PURSUANT TO 18 U.S.C. SECTION 1350,**  
**AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Enviri Corporation (the "Company") on Form 10-Q for the period ending June 30, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), we certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of our knowledge:

- (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.

August 1, 2024

/s/ F. NICHOLAS GRASBERGER III

F. Nicholas Grasberger III

Chairman, President and Chief Executive Officer

/s/ TOM VADAKETH

Tom Vadaketh

Senior Vice President and Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to Enviri Corporation and will be retained by Enviri Corporation and furnished to the Securities and Exchange Commission or its staff upon request.