

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

**FORM 8-K**

**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (Date of Earliest Event Reported):** July 11, 2023

**Enviri Corporation**

(Exact name of Company as specified in its charter)

Delaware	001-03970	23-1483991
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

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

(267) 857-8715
(Company's telephone number, including area code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the Company under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Ticker symbol(s)	Name of each exchange on which registered
Common Stock, par value \$1.25 per share	NVRI	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934. Emerging growth company

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

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

On July 11, 2023, Enviri Corporation (the “**Company**”) announced that Albert Russell Mitchell, Jr.’s service with the Company as Chief Operating Officer of the Company’s Harsco Environmental business will end effective as of September 1, 2023 (the “**Separation Date**”).

In connection with the end of Mr. Mitchell’s service with the Company, the Company entered into an Agreement and General Release (the “**U.S. Agreement**”) with Mr. Mitchell on July 11, 2023. Pursuant to the U.S. Agreement, subject to the terms and conditions set forth therein, the Company has agreed to pay Mr. Mitchell the following amounts: (a) ex gratia payments in the aggregate gross amount of \$300,000 (the “**Ex Gratia Payments**”); (b) fifteen months of base salary in an aggregate amount of \$542,985 (the “**Salary Payments**”); (c) payment of monthly health insurance premiums until August 31, 2024 (the “**Health Benefits**”); (d) outplacement services up to a total cost of \$10,500 (the “**Outplacement Benefits**”); and (e) if Mr. Mitchell notifies the Company of his decision to relocate to the United States no later than March 1, 2024 and relocates to the United States no later than May 31, 2024, relocation expenses to relocate Mr. Mitchell from the United Kingdom to the United States as well as certain tax equalization costs and accounting and tax preparation support (collectively, the “**Relocation Benefits**”). Further, the Company has agreed to advance to Mr. Mitchell or provide reimbursement to Mr. Mitchell for expenses incurred by Mr. Mitchell in connection with (i) housing allowance amounts for the period from the Separation Date to October 31, 2023; (ii) termination of Mr. Mitchell’s lease on his residence in the United Kingdom, (iii) living expenses of up to \$30,000 following Mr. Mitchell’s return to the United States, provided that such expenses are incurred prior to December 31, 2024, and (iv) tax equalization costs under the Company’s tax equalization policy and accounting and tax preparation and support as currently in effect for such period until Mr. Mitchell ceases to realize any United Kingdom source income in connection with his employment with the Company and his separation from such employment ((i) to (iv) collectively, the “**Transition Benefits**”).

The Ex Gratia Payments will be paid in two installments. The first installment of \$50,000 will be paid within fifteen days following the Separation Date (the “**First Ex Gratia Installment**”) and the second installment of \$250,000 will be paid on the Company’s first regular payroll date following January 15, 2024 (the “**Second Ex Gratia Installment**”). The Salary Payments will also be paid in installments, with final installment being paid six months following the Separation Date.

Payment of the First Ex Gratia Installment is contingent upon Mr. Mitchell having executed (and not revoked) the U.S. Agreement, U.K. Agreement (as defined below) and a general release of claims against the Company. Payment of the Second Ex Gratia Installment, the Salary Payments, the Health Benefits, the Outplacement Benefits, the Relocation Benefits and the Transition Benefits are contingent upon Mr. Mitchell signing (and not revoking) a second general release of claims against the Company and a reaffirmation letter reaffirming the release of certain claims made by Mr. Mitchell pursuant to the U.K. Agreement within ten days following the Separation Date.

Pursuant to the U.S. Agreement, Mr. Mitchell has agreed to a release of certain claims set forth therein and to comply with certain post-employment restrictive covenants, including a covenant to not solicit the Company’s employees for eighteen months following the Separation Date. The U.S. Agreement provides that the Company will continue to indemnify Mr. Mitchell from all claims arising in connection with his service with the Company prior to the Separation Date on the same basis as in effect immediately prior to the Separation Date and contains other provisions which are customary for agreements of this type, including cooperation provisions.

On July 11, 2023, the Company, Harsco Metals Group Limited, a wholly owned subsidiary of the Company, and Mr. Mitchell entered into a Settlement Agreement (the “**U.K. Agreement**”). The U.K. Agreement sets forth the terms of Mr. Mitchell’s separation from service with the Company. Pursuant to the U.K. Agreement, among other things, Mr. Mitchell agreed to a release of certain claims set forth therein and the Company agreed to contribute up to £13,000, plus taxes, to the cost of Mr. Mitchell’s legal fees relating to the negotiation of the U.S. and U.K. Agreements.

The foregoing descriptions of terms of the U.S. Agreement and the U.K. Agreement are not complete and are each qualified in their entirety by reference to the full text of each of the U.S. Agreement and the U.K. Agreement, as applicable, and which are filed as Exhibit 10.1 and 10.2 hereto, respectively, and each of which are incorporated by reference herein.

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**Item 9.01**

**Financial Statements and Exhibits.**

(d) Exhibits.

- Exhibit 10.1 [Agreement and General Release, dated July 11, 2023 by and between Enviri Corporation, its predecessors, successors and affiliates and Albert Russell Mitchell, Jr.](#)
  - Exhibit 10.2 [Settlement Agreement, dated July 11, 2023, by and among Enviri Corporation, Harsco Metals Groups Limited and Albert Russell Mitchell, Jr.](#)
  - Exhibit 104 Cover Page Interactive Data File (embedded within the Inline XBRL document).
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**SIGNATURE**

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 hereunto duly authorized.

**ENVIRI CORPORATION**

Date: July 14, 2023

*/s/ Russell C. Hochman*

Russell C. Hochman

Senior Vice President and General Counsel,  
Chief Compliance Officer & Corporate Secretary

**AGREEMENT AND GENERAL RELEASE**

THIS AGREEMENT AND GENERAL RELEASE (the “**Agreement**”) is entered into by and between Enviri Corporation, its predecessors, successors and affiliates (the “**Company**”), and Albert Russell Mitchell, Jr. (“**Employee**”).

WHEREAS, Employee’s employment with the Company is ending effective September 1, 2023 (the “**Separation Date**”); and

WHEREAS, Employee and the Company wish to end their employment relationship on mutually agreeable terms as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and intending to be legally bound, the parties agree as follows:

**1. Separation of Employment.** Employee’s employment with the Company shall end as of the Separation Date. The Company shall pay Employee the regular base pay to which Employee is entitled for all hours worked through the Separation Date pursuant to the Company’s regular payroll practices. The Company will pay Employee for any accrued but unused vacation time, if any, through the Separation Date. These payments are subject to all applicable taxes and withholdings. As of the Separation Date, Employee also resigns as a director of Harsco Metals Group Limited and all other related or affiliated entities of the Company.

**2. Payments and Benefits to Employee.**

(a) **Consideration Benefits.** In exchange for Employee executing (and not revoking) this Agreement, and Employee executing that certain Settlement Agreement attached hereto as Exhibit A (the “**UK Agreement**”) as well as Employee executing (and not revoking) the **US Release** (attached as Exhibit B) and executing a UK reaffirmation letter (attached as Exhibit C), the Company will: (i) pay Employee an ex gratia payment in the aggregate gross amount of Three Hundred Thousand Dollars (\$300,000.00) (the “**Ex Gratia Payment**”); (ii) pay Employee fifteen (15) months base salary in the aggregate gross amount of Five Hundred Forty-Two Thousand Nine Hundred Eighty-Five Dollars (\$542,985.00) (the “**Salary Payment**”); (iii) pay the cost for Employee to maintain his current health insurance through Aetna International for a period of twelve (12) months following the Separation Date as more fully described in Section 2(e) below (the “**Health Benefits**”); (iv) provide Employee the opportunity to participate in outplacement assistance through the firm of Challenger, Gray & Christmas, up to a total cost to the Company of \$10,500.00 paid directly to the vendor, provided that Employee initiates the outplacement services within two (2) months of the Separation Date and completes such outplacement services within six (6) months of the Separation Date (the “**Outplacement Benefits**”); (v) if Employee notifies the Company in writing of Employee’s decision to relocate to the United States no later than March 1, 2024 and relocates to the United States no later than May 31, 2024, pay Employee (or reimburse Employee, upon submission by Employee of appropriate documentation requested by the Company) for the following reasonable costs for Employee to relocate to the United States: (A) one-way business class airfare (LHR to MIA) and ground transportation for Employee and his spouse; (B) insurance and shipping of Employee’s household goods as outlined in the Company’s International Assignment Policy, via both a 40-

foot and 20-foot sea container, and an air freight of up to 18 cubic feet (if required), using the Company's relocation provider; (C) departure support from a professional relocation company to provide notice on Employee's assignment property in London, manage the property check out process and arrange payment of final utility bills; (D) Employee's loss, if any, on the sale of up to two (2) cars owned by Employee of the Separation Date, up to a maximum of \$2,500.00 per car; (E) tax equalization and tax preparation activities described in Section 3(e)(iv); and (F) up to six (6) months for the costs of storage of Employee's household items upon Employee's return to the United States through a mutually agreeable vendor and at a mutually agreeable cost (collectively referred to as the "**Relocation Benefits**"); and (vi) the transition related benefits more fully described in Section 3(e) below (collectively referred to as the "**Transition Benefits**") (the Ex Gratia Payment, the Salary Payment, the Health Benefits, the Outplacement Benefits, the Relocation Benefits and the Transition Benefits collectively referred to as the "**Consideration Benefits**").

(b) **Ex Gratia Payment Installments.** Notwithstanding the foregoing, the Ex Gratia Payment will be paid in two (2) installments as follows: (i) the first installment in the gross amount of Fifty Thousand Dollars (\$50,000.00) (the "**First Ex Gratia Payment**"), will be paid within fifteen (15) days following the Separation Date contingent on Employee's execution (and non-revocation) of this Agreement; and (ii) the second installment in the gross amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) (the "**Second Ex Gratia Payment**"), payable on the Company's regular payroll date next following January 15, 2024, contingent on Employee's execution (and non-revocation) of this Agreement, the UK Agreement, the US Release and the UK Reaffirmation Letter.

(c) **Salary Payment Installments.** The Salary Payment will be paid in three installments, with (i) the first installment of \$142,985 payable sixty (60) days following the Separation Date, (ii) the second installment of \$128,015 payable on the Company's regular payroll date next following January 15, 2024, and (iii) the third installment of \$271,985 payable six (6) months following the Separation Date.

(d) **Second US Release and UK Reaffirmation Letter.** Employee will not be entitled to receive the Second Ex Gratia Payment, the Salary Payment, the Health Benefits, the Outplacement Benefits, the Relocation Benefits or the Transition Benefits unless Employee also, within ten (10) days following the Separation Date (but no earlier than the Separation Date), (i) signs (and does not revoke) the Release attached hereto as Exhibit B (the "**US Release**"), and (ii) signs the UK Reaffirmation Letter attached hereto as Exhibit C (the "**UK Reaffirmation Letter**").

(e) In connection with the payment of the Health Benefits as referenced in Section 2(a) above, the Company will continue to pay the monthly premiums for the Aetna International health insurance program for Employee, his spouse and his child from the Separation date through August 31, 2024 (which is anticipated to not exceed the aggregate amount of \$21,500.00), after which Employee will be responsible for the cost of the premiums for the continuation of the health insurance coverage thereafter, subject to the terms and conditions of the Aetna International health insurance policy; provided that, in the event Employee is eligible for health insurance coverage through his employment after the Separation Date and prior to August 31, 2024, Employee shall promptly notify the Company, in writing, of

such coverage and the Company's obligations to provide Health Benefits under this provision and Section 2(a) above shall end.

(f) The Consideration Benefits are subject to all applicable taxes and withholdings and will be administered and paid on the same basis as Employee's salary and bonus payments have been treated during his employment with the Company (i.e., paid in the US with only US withholdings taken).

### **3. Other Employee Benefits.**

(a) Group health, vision, and dental insurance, group term life insurance, and accidental death and dismemberment insurance, short and long-term disability coverage, flexible spending account, and 401(k) and/or pension plan participation, and any other fringe benefits associated with Employee's employment with the Company, shall cease as of the Separation Date, in accordance with the provisions of such plans.

(b) Nothing in this Agreement shall affect any rights that Employee may have under the Company's retirement plans. If applicable, Employee may make appropriate election for distribution or payment of benefits, if any, from these plans according to their respective provisions.

(c) Employee may elect to convert any group life insurance coverage to an individual program within thirty (30) days of the Separation Date at the rates provided by the carrier, with conversion information provided in separate correspondence; provided that, notwithstanding anything to the contrary herein, in the event of such election, Employee shall be solely responsible for all premiums and costs associated with such coverage.

(d) The Company will not take any action to contest Employee's receipt of unemployment compensation benefits in connection with the separation of Employee's employment; provided, however, that it is mutually understood that the Company shall respond truthfully to any inquiries from the applicable governmental agencies, and unemployment compensation eligibility decisions are made by the applicable governmental agencies.

(e) The Company shall advance to Employee or promptly reimburse Executive for expenses in the following categories that may be incurred after the Separation Date:

(i) Continuation of Employee's housing allowance as currently in effect immediately preceding the Separation Date through October 31, 2023.

(ii) Expenses incurred by Employee in connection with his termination of the lease on his current residence in London, UK.

(iii) Reasonable temporary living expenses of up to \$30,000, including, for avoidance of doubt, rental car expenses, incurred by Employee following his return to the United States; provided that, such temporary living expenses are incurred prior to December 31, 2024.

(iv) Tax equalization costs paid directly by the Company under the Company's tax equalization policy, and accounting and tax preparation support on the same basis as currently in effect until Employee ceases to realize any United-Kingdom source income in connection with his employment by the Company and his separation from such employment.

(f) Indemnification. The Company shall continue to indemnify and hold Employee harmless from all claims arising in connection with his service to the Company before the Separation Date on the same basis as in effect immediately preceding the Separation Date.

(g) No Other Payment. Employee acknowledges that the Company has no prior legal obligation to provide the Consideration Benefits and that such payments, in whole or in part, represent consideration to Employee for the terms of this Agreement. Other than as expressly provided for herein or in the UK Agreement, Employee shall receive no compensation or benefit from the Company after the Effective Date of this Agreement. In other words, Employee is not and shall not be entitled to any payment or other benefits other than those described in this Agreement or in the UK Agreement. Employee also affirms that Employee has been paid and/or has received all compensation, wages, bonuses, commissions, and/or benefits to which Employee may be entitled. Except as set forth in this Agreement or in the UK Agreement, Employee agrees that Employee is not entitled to any additional payment or benefits from the Company, including, but not limited to, expense reimbursements, bonuses, commissions, equity awards, attorneys' fees, or any other compensation or benefit.

(h) The Company's obligation to pay the Consideration Benefits set forth herein is subject to Employee's performance of Employee's obligations as set forth herein.

#### **4. General Release and Waiver of Claims.**

(a) Employee Release. Employee, for Employee and for Employee's executors, administrators, attorneys, personal representatives, successors, and assigns, for and in consideration of promises made herein, does hereby irrevocably and KNOWINGLY, VOLUNTARILY and unconditionally waive and release fully and forever any claim, cause of action, loss, expense, or damage, known or unknown, of any and every nature whatsoever against the Company and its past and present parents, subsidiaries, divisions, related or affiliated entities (including, but not limited to, Harsco Corporation, Enviri Corporation and Harsco Metals Group Limited), and all officers, directors, agents, insurers, attorneys, employees, or trustees of any or all of the aforesaid entities (hereinafter collectively referred to as "**Released Entities**"), of whatever nature arising from any occurrence or occurrences, from the beginning of time until the date of Employee's execution of this Agreement, including without limitation, any claims arising or in any way resulting from or relating to Employee's employment with the Company or the separation therefrom. It is understood that this release does not serve to waive any claims that, pursuant to law, cannot be waived or subject to a release of this kind, including claims for unemployment or workers' compensation benefits. By signing this Agreement, Employee is not giving up: (i) any rights or claims that arise after Employee signs this Agreement; (ii) any rights to vested retirement benefits; (iii) rights to reimbursements and payments referenced in Section 3(e); (iv) rights to indemnification referenced in Section 3(f); and (v) any rights that cannot be waived by operation of law.



Without limitation of the foregoing, Employee specifically waives any claims against all Released Entities arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, the Equal Pay Act, the Genetic Information Nondiscrimination Act, the Fair Labor Standards Act, the Portal to Portal Act, the National Labor Relations Act, the Pennsylvania Human Relations Act, the Pennsylvania Minimum Wage Act, or the Pennsylvania Wage Payment and Collection Law, all as amended, or any other federal, state, or local law or ordinance relating in any way to unlawful discharge, discrimination, retaliation, wage payment, or fair employment practices, or any claim under any statutory or common law theory (including, but not limited to, breach of contract).

Should Employee institute any claim released by this Section 4, or should any other person institute such a claim on Employee's behalf, Employee will reimburse the Company or third party, as applicable, for any legal fees and expenses incurred in defending such a claim. The intent of this Section 4 is to capture any and all claims that Employee has or may have against the Released Entities arising from events occurring prior to the execution of this Agreement and covered by the foregoing release of claims. Employee warrants and represents that Employee has not, prior to signing this Agreement, filed any claim, charge, or complaint with any court or government agency in any way relating to Employee's employment with the Company, nor has Employee filed any claim, charge, or complaint whatsoever against any of the Released Entities identified above.

(b) The release of claims in Section 4(a) above and the other terms of this Agreement do not prohibit Employee from disclosing the terms of this Agreement to, filing a complaint with and/or providing information to the Equal Employment Opportunity Commission (EEOC), the National Labor Relations Board (NLRB), the Securities and Exchange Commission (SEC) or any other governmental entity, related to Employee's employment or separation of employment. However, Employee understands and acknowledges that the General Release and Waiver of Claims set forth above prevents Employee, to the maximum extent permitted by law, from obtaining any monetary or other personal relief for any of the claims that Employee has released against any and all of the Released Entities. Notwithstanding the foregoing, nothing set forth in this Agreement limits Employee's right to receive a monetary award for information provided to the U.S. Securities and Exchange Commission pursuant to Rule 21F-17 promulgated under the Securities Exchange Act of 1934, as amended.

(c) No Existing Claims. Employee acknowledges and agrees that, to Employee's knowledge, Employee has not been subjected or exposed to unlawful treatment, harassment or discrimination, or been denied any statutory or other legal rights, by the Company during or in connection with Employee's employment with the Company.

(d) Employee warrants and represents that Employee has not commenced or been party to any action or proceeding in any court or agency against any of the Released Entities with respect to any act, omission, transaction or occurrence up to and including the Effective Date of this Agreement.

**5. Inventions and Developments.** Employee agrees that all ideas, inventions, trade secrets, know how, documents, and data (collectively, "**Developments**") developed either during, in connection with, or pursuant to Employee's employment with the Company, shall

become and/or remain the exclusive property of the Company. Employee agrees to provide all reasonable assistance to the Company in perfecting and maintaining the Company's rights to the Developments. The Company shall have the right to use the Developments for any purpose without any additional compensation to Employee.

**6. Affirmation of Obligations.** Employee shall abide by and reaffirms Employee's obligations under all confidentiality, invention assignment, non-disclosure, non-solicitation and/or non-competition agreements previously agreed to and/or executed by Employee including, but not limited to, the post-employment covenants in the Restricted Stock Unit Agreements, Stock Appreciation Rights Agreements, and Performance Share Units Agreements.

**7. Non-Disclosure of Information.**

(a) During the course of Employee's employment, the Company provided Employee with trade secrets and/or confidential information. Confidential information shall mean knowledge and information acquired by Employee concerning the Company's business plans, client/customer prospects, client/customer lists, client/customer contacts, client/customer data, proposals to clients/customers and potential clients/customers, marketing plans, supplier and vendor lists and cost information, software and computer programs, data processing systems and information contained therein, inventions, product and other designs, technologies, price lists, profit margins, financial statements, financial data, acquisition and divestiture plans, legal matters, and any other trade secrets or confidential or proprietary information, documents, reports, plans or data, of or about the Company which is not already available to the public. Employee shall keep and maintain trade secret and confidential information of the Company confidential and shall not, at any time, either directly or indirectly, use any trade secret or confidential information for Employee's benefit or for the benefit of any person or entity, and shall not divulge, disclose, reveal, or otherwise communicate any such trade secret or confidential information to any person or entity in any manner whatsoever, except as required by law. The foregoing obligations are in addition to and do not supersede any other confidentiality or return of property covenants to which Employee has agreed in connection with Employee's employment with the Company. Employee understands and agrees that Employee has confidentiality, nonuse, and nondisclosure obligations to the Company and that these obligations survive termination of Employee's employment.

(b) Notwithstanding the above, nothing in this Agreement is intended to or shall be interpreted to prohibit disclosure of information to the limited extent permitted by and in accordance with the federal Defend Trade Secrets Act of 2016 ("**DTSA**"). Stated otherwise, disclosures that are protected by the DTSA as follows do not violate this Agreement. The DTSA provides that: "(1) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that – (A) is made – (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." The DTSA further provides that: "(2) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual – (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order."

(c) Notwithstanding any other provision of this Agreement, Employee understands that nothing contained in this Agreement limits Employee's ability to file a charge or complaint with any federal, state or local governmental agency or commission ("**Government Agencies**"). Employee further understands that this Agreement does not limit Employee'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.

**8. Non-Disparagement.**

(a) Employee Non-Disparagement. Employee agrees that Employee will not make or publish any statement critical of the Company or any of its affiliates or their respective executive officers, directors, and employees or in any way adversely affecting or otherwise maligning the business or reputation of the Company, its affiliates and their respective officers, directors and employees.

(b) This paragraph shall not prohibit Employee or the Company or any of his/its representatives from taking action to enforce their rights under this Agreement, making disclosures required by law or the rules and regulations of any securities exchange upon which the securities of the Company are listed, from cooperating with or responding to any governmental, administrative or judicial investigations or proceedings, or submitting a complaint to any governmental or administrative tribunal.

(c) The Company shall instruct its Executive Leadership Team to not make or publish any statement critical of Employee, provided that nothing in Section 8(c) shall prevent the Company from making any such disclosure it is required by law to make.

**9. Return of Property.** As of the Separation Date and prior to receiving any Consideration Benefits noted in this Agreement, Employee must return to the Company all Company property, including, but not limited to, any equipment, keys, badges, cell phones, computers or electronic devices, files (electronic, paper or other media), records, or information relating to the Company.

**10. Non-Solicitation of Employees.** In consideration of the Consideration Benefits, Employee agrees that for a period of eighteen (18) months after the Separation Date, Employee will not directly or indirectly, solicit, recruit, hire, authorize, encourage, request, induce, approve, assist or otherwise cause or attempt to influence any employee or contractor of the Company or any of its affiliates to terminate, in whole or in part, such employment or contractor relationship. The foregoing non-solicitation obligations are in addition to and do not supersede any other non-solicitation obligations or other restrictive covenants to which Employee has agreed in connection with Employee's employment with the Company.

**11. Cooperation.** For a period of six (6) months following the Separation Date, Employee will provide reasonable assistance and information necessary to the transition of Employee's job responsibilities. This duty to cooperate includes assistance and cooperation with the Company in locating information or data, providing other known information, and transitioning business relationships. This duty to cooperate also includes assistance and

cooperation with the Company and/or other persons engaged by the Company in the investigation, prosecution, and/or defense of any threatened or asserted litigation or investigations initiated by, or involving, the Company or any person or entity affiliated with it. This agreement to cooperate also includes, but is not limited to, preparing for and truthfully testifying in connection with any such investigation or proceeding. Employee understands that Employee was employed as a representative of the Company, and Employee will not assist any person or entity in any matter adverse to the Company without first providing written notice to the Company's General Counsel; provided that such notice obligation shall not apply to any report of possible violations of federal, state or local law, ordinance or regulation to any governmental agency or entity or making disclosures that are protected under the whistleblower provisions of any federal, state or local law, ordinance or regulation, including, but not limited to, Rule 21F-17 promulgated under the Securities Exchange Act of 1934, as amended.

**12. No Representations or Admissions.** The Company does not admit any wrongdoing or liability of any sort and has made no representation as to any wrongdoing or liability of any sort, and this Agreement is executed as a compromise and to bring an amicable conclusion to the employment relationship.

**13. 409A Compliance.** Notwithstanding anything herein to the contrary, (a) if at the time of Employee's termination of employment with the Company, Employee is a "specified employee" as defined in Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the deferral of the commencement of any payments or benefits otherwise payable hereunder as a result of such termination of employment is necessary in order to prevent any accelerated or additional tax under Section 409A of the Code, then the Company will defer the commencement of the payment of any such payments or benefits hereunder (without any reduction in such payments or benefits ultimately paid or provided to Employee) to the extent necessary to comply with the requirements of Section 409A of the Code until the first business day that is more than six (6) months following Employee's termination of employment with the Company (or the earliest date as is permitted under Section 409A of the Code) and (b) if any other payments of money or other benefits due to Employee hereunder could cause the application of an accelerated or additional tax under Section 409A of the Code, such payments or other benefits shall be deferred if deferral will make such payment or other benefits compliant under Section 409A of the Code, or otherwise such payment or other benefits shall be restructured, to the extent possible, in a manner, determined by the Company's Board of Directors, that does not cause such an accelerated or additional tax. In the event that payments under this Agreement are deferred pursuant to this paragraph in order to prevent any accelerated tax or additional tax under Section 409A of the Code, then such payments shall be paid at the time specified under this Section 13 without any interest thereon. The Company shall consult with Employee in good faith regarding the implementation of this Section 13; provided that neither the Company nor any of its employees or representatives shall have any liability to Employee with respect to the imposition of any early or additional tax under Section 409A of the Code. Notwithstanding anything to the contrary herein, to the extent required by Section 409A of the Code, a termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of amounts or benefits upon or following a termination of employment unless such termination is also a "Separation from Service" within the meaning of Section 409A of the Code and, for purposes of any such provision of this Agreement, references to a "resignation," "termination," "termination of employment" or like terms shall mean "Separation from Service." For purposes of Section 409A

of the Code, each payment made under this Agreement shall be designated as a “separate payment” within the meaning of Section 409A of the Code.

**14. Entire Agreement.** Employee agrees and acknowledges that no representation of fact or opinion has been made to induce Employee to enter into this Agreement or the General Release and Waiver of Claims contained herein, other than the terms of this Agreement itself. This Agreement and the UK Agreement constitute the entire and exclusive agreement between the parties hereto with respect to the terms associated with Employee’s termination of employment and with respect to the rights and obligations of the parties going forward. This Agreement shall supersede all previous or contemporaneous negotiations, agreements, commitments, statements, and writings between the parties (except for the UK Agreement). Notwithstanding the foregoing, the parties agree that any confidentiality, non-disclosure, non-solicitation, non-competition or assignment of invention agreements into which the parties previously entered shall remain in effect, and are in addition to and not superseded by this Agreement. No provision of this Agreement may be modified or discharged unless such modification or discharge is agreed to in writing and signed by Employee and the Company. No provision of this Agreement may be waived unless such waiver is in writing and signed by the party to be charged therewith. No waiver by either party hereto at any time of any breach by the other party hereto of any provision of this Agreement to be performed by such other party shall be deemed a waiver of any other provisions at the same or at any prior or subsequent time.

**15. Severability.** In the event that any provision of this Agreement shall be held to be void, voidable, or unenforceable, the remaining portions hereof shall remain in full force and effect. If the release of claims language set forth in Section 4 is found by a court of competent jurisdiction to be unenforceable, in whole or in part, the parties hereto agree that the Company shall be permitted to rewrite the Agreement to cure the defect, and Employee shall execute the rewritten agreement upon request by the Company without entitlement to any additional monies, benefits and/or compensation.

**16. Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Any action, by either party, at law or in equity to enforce this Agreement or seek a remedy for any breach will be brought in the Court of Common Pleas of Philadelphia County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania, and Employee irrevocably consents to the personal jurisdiction of the above courts to resolve any such disputes. The prevailing party in any such action will be entitled to recover its attorneys’ fees and costs.

**17. Successors and Assigns.** This Agreement is binding upon, and shall inure to the benefit of, the parties and their respective heirs, executors, successors, and assigns.

**18. Acknowledgment.** This Agreement contains a release of Employee’s claims against the Company and Released Entities. Employee is advised to consult with an attorney as to whether to sign this Agreement. Employee has been given at least twenty-one (21) calendar days (“**Consideration Period**”) to consider this Agreement before signing it and returning it to Jennifer Kozak at jkozak@enviri.com or at Two Logan Square, 100-120 North 18<sup>th</sup> Street, 17<sup>th</sup> Floor, Philadelphia, PA 19103. Any changes that were made to this Agreement, whether material or immaterial, including those made at Employee’s request, do not restart the running of the Consideration Period. In the event Employee executes and returns this Agreement prior to

the end of the Consideration Period, Employee acknowledges that Employee's decision to do so was voluntary and that Employee had the opportunity to consider this Agreement for the entire Consideration Period. The parties agree that this Agreement will not become effective until seven (7) calendar days after the execution of this Agreement and that Employee may, within seven (7) calendar days after the execution of this Agreement, revoke this Agreement in its entirety by written notice to the Company sent to Jennifer Kozak at jkozak@enviri.com or at Two Logan Square, 100-120 North 18<sup>th</sup> Street, 17<sup>th</sup> Floor, Philadelphia, PA 19103. This Agreement shall become effective and enforceable as of the later of (a) the expiration of the 7-day revocation period without the Company having received written notice in accordance with this Section 18, and (b) Employee's execution of the UK Agreement ("**Effective Date**").

**19. Execution.** This Agreement may be executed in several counterparts (including by means of telecopied signature pages or electronic transmission in portable document format (pdf)) and, as so executed, shall constitute one agreement binding on all parties, notwithstanding that all parties have not signed the original or the same counterpart.

*[signature page follows]*

**Employee represents and agrees that Employee has fully read and understands the meaning of this Agreement and is voluntarily entering into this Agreement with the intention of giving up all claims against the Company and the Released Entities (as such terms are defined herein) as more fully described in this Agreement. Employee acknowledges that Employee is not entering into this Agreement relying on any representations by the Company or other Released Entities concerning the meaning of any aspect of this Agreement.**

**Enviri Corporation**

By: /s/ Russell C. Hochman

Name: Russell C. Hochman

Title: SVP, General Counsel

Date: 7/11/23

**Employee**

Printed Name: /s/ Albert Russell Mitchell, Jr.

Signature: Albert Russell Mitchell, Jr.

Date: 11 July 2023





**EXHIBIT A**

**UK Agreement**

## **EXHIBIT B**

### **US Release**

This Release (“**Release**”) dated as of September \_\_, 2023 is entered into by Albert Russell Mitchell, Jr. (“**Employee**”) for the benefit of Enviri Corporation, a Delaware corporation (the “**Company**”), and its affiliates. Any capitalized terms used but not defined herein shall have the meaning set forth in the Agreement and General Release dated as of \_\_\_\_\_, 2023 by and between the Company and Employee (the “**Agreement**”).

In consideration of the Second Ex Gratia Payment, the Salary Payment, the Health Benefits, the Outplacement Benefits, the Relocation Benefits and the Transition Benefits described in Section 2 of the Agreement, and other good and valuable consideration, which are given to Employee specifically in exchange for this release of claims as a result of negotiations between the Employee and the Company, Employee, for Employee and for Employee’s executors, administrators, attorneys, personal representatives, successors, and assigns, for and in consideration of promises made herein, does hereby irrevocably and KNOWINGLY, VOLUNTARILY and unconditionally waive and release fully and forever any claim, cause of action, loss, expense, or damage, known or unknown, of any and every nature whatsoever against the Company and its past and present parents, subsidiaries, divisions, related or affiliated entities, and all officers, directors, agents, insurers, attorneys, employees, or trustees of any or all of the aforesaid entities (hereinafter collectively referred to as “**Released Entities**”), of whatever nature arising from any occurrence or occurrences, from the beginning of time until the date of Employee’s execution of this Release, including, without limitation, any claims arising or in any way resulting from or relating to Employee’s employment with the Company or the separation therefrom. It is understood that this release of claims does not serve to waive any claims that, pursuant to law, cannot be waived or subject to a release of this kind, including claims for unemployment or workers’ compensation benefits. By signing this Release, Employee is not giving up: (i) any rights or claims that arise after Employee signs this Release; (ii) any rights to vested retirement benefits; (iii) rights to reimbursements and payments referenced in Section 3(e) of the Agreement; (iv) rights to indemnification referenced in Section 3(f) of the Agreement; and (v) any rights that cannot be waived by operation of law.

Without limitation of the foregoing, Employee specifically waives any claims against all Released Entities arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, the Equal Pay Act, the Genetic Information Nondiscrimination Act, the Fair Labor Standards Act, the Portal to Portal Act, the National Labor Relations Act, the Pennsylvania Human Relations Act, the Pennsylvania Minimum Wage Act, or the Pennsylvania Wage Payment and Collection Law, all as amended, or any other federal, state, or local law or ordinance relating in any way to unlawful discharge, discrimination, retaliation, wage payment, or fair employment practices, or any claim under any statutory or common law theory (including, but not limited to, breach of contract).

Should Employee institute any claim released above, or should any other person institute such a claim on Employee’s behalf, Employee will reimburse the Company or third party, as applicable, for any legal fees and expenses incurred in defending such a claim. The intent of the foregoing release of claims is to capture any and all claims that Employee has or may have

against the Released Parties arising from events occurring prior to the execution of this Release and covered by the foregoing release of claims. Employee warrants and represents that Employee has not, prior to signing this Release, filed any claim, charge, or complaint with any court or government agency in any way relating to Employee's employment with the Company, nor has Employee filed any claim, charge, or complaint whatsoever against any of the Released Entities identified above.

The release of claims herein does not prohibit Employee from disclosing the terms of this Release to, filing a complaint with and/or providing information to the Equal Employment Opportunity Commission (EEOC), the National Labor Relations Board (NLRB), the Securities and Exchange Commission (SEC) or any other governmental entity, related to Employee's employment or separation of employment. However, Employee understands and acknowledges that the release of claims set forth above prevents Employee, to the maximum extent permitted by law, from obtaining any monetary or other personal relief for any of the claims that Employee has released against any and all of the Released Entities. Notwithstanding the foregoing, nothing set forth in this Release limits Employee's right to receive a monetary award for information provided to the U.S. Securities and Exchange Commission pursuant to Rule 21F-17 promulgated under the Securities Exchange Act of 1934, as amended.

Employee acknowledges and agrees that, to Employee's knowledge, Employee has not been subjected or exposed to unlawful treatment, harassment or discrimination, or been denied any statutory or other legal rights, by the Company during or in connection with Employee's employment with the Company.

Employee warrants and represents that Employee has not commenced or been party to any action or proceeding in any court or agency against any of the Released Entities with respect to any act, omission, transaction or occurrence up to and including the Effective Date of this Release.

Employee represents that Employee has read carefully and fully understands the terms of this Release, and that Employee has been advised to consult with an attorney and has had the opportunity to consult with an attorney prior to signing this Release. Employee acknowledges that Employee is executing this Release voluntarily and knowingly and that Employee has not relied on any representations, promises or agreements of any kind made to Employee in connection with Employee's decision to accept the terms of this Release, other than those set forth in the Agreement and this Release.

Employee acknowledges that Employee has been given at least twenty-one (21) calendar days ("**Consideration Period**") to consider this Release before signing it and returning it to Jennifer Kozak at [jkozak@enviri.com](mailto:jkozak@enviri.com) or at Two Logan Square, 100-120 North 18<sup>th</sup> Street, 17<sup>th</sup> Floor, Philadelphia, PA 19103. In the event Employee executes and returns this Release prior to the end of the Consideration Period, Employee acknowledges that Employee's decision to do so was voluntary and that Employee had the opportunity to consider this Release for the entire Consideration Period. The parties agree that this Release will not become effective until seven (7) calendar days after the execution of this Release and that Employee may, within seven (7) calendar days after the execution of this Release, revoke this Release in its entirety by written notice to the Company sent to Jennifer Kozak at [jkozak@enviri.com](mailto:jkozak@enviri.com) or at Two Logan Square, 100-120 North 18<sup>th</sup> Street, 17<sup>th</sup> Floor, Philadelphia, PA 19103. This Release shall become

effective and enforceable as of the later of (a) the expiration of the 7-day revocation period without the Company having received written notice as set forth above, and (b) Employee's execution of the UK Reaffirmation Letter ("**Effective Date**").

Employee acknowledges that the Second Ex Gratia Payment, the Salary Payment, the Health Benefits, the Outplacement Benefits, the Relocation Benefits and the Transition Benefits described in Section 2 of the Agreement that Employee is receiving in exchange for the release of claims set forth in this Release are in addition to anything of value to which Employee is entitled from the Company.

In the event that any provision of this Release shall be held to be void, voidable, or unenforceable, the remaining portions hereof shall remain in full force and effect. If the release of claims language set forth above is found by a court of competent jurisdiction to be unenforceable, in whole or in part, the parties hereto agree that the Company shall be permitted to rewrite the Release to cure the defect, and Employee shall execute the rewritten agreement upon request by the Company without entitlement to any additional monies, benefits and/or compensation.

This Release constitutes the complete agreement in respect of the subject matter hereof and shall supersede all prior agreements between the Company and Employee in respect of the subject matter hereof, except for the Agreement, the UK Agreement and the UK Reaffirmation Letter (each of which is expressly preserved) and except to the extent otherwise set forth herein.

The failure to enforce at any time any of the provisions of this Release or to require at any time performance by Employee of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or to affect the validity of this Release, or any part hereof, or the right of the Company thereafter to enforce each and every such provision in accordance with the terms of this Release.

This Release shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Any action, by either party, at law or in equity to enforce this Release or seek a remedy for any breach will be brought in the Court of Common Pleas of Philadelphia County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania, and Employee irrevocably consents to the personal jurisdiction of the above courts to resolve any such disputes. The prevailing party in any such action will be entitled to recover its attorneys' fees and costs.

This Release is binding upon, and shall inure to the benefit of, the parties and their respective heirs, executors, successors, and assigns.

IN WITNESS WHEREOF, Employee has executed this Release as of the date set forth above.

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Employee

**EXHIBIT C**

**UK Reaffirmation Letter**

**EXHIBIT A – UK AGREEMENT**

**(1) ENVIRI CORPORATION**

**(2) HARSCO METALS GROUP LIMITED**

- and -

**(3) ALBERT RUSSELL MITCHELL, JR.**

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**SETTLEMENT AGREEMENT**

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**Without Prejudice**

**Subject to Contract**

**SETTLEMENT AGREEMENT**

**THIS AGREEMENT** is dated July 11, 2023

**BETWEEN:**

- (1) Enviri Corporation** of Two Logan Square, 100-120 N 18<sup>th</sup> Street Suite 1700 Philadelphia PA 19103; and  
**(2) Harsco Metals Group Limited** with company number 00702790 whose registered office is at Carlton House, Regent Park, 299 Kingston Road, Leatherhead Surrey KT22 7SG (collectively the "**Company**");

and

- (3) Albert Russell Mitchell, Jr** of 4 Berkeley Place, London, SW19 4NN (**Employee**).

**BACKGROUND**

- (A) The parties have entered into a US Agreement and General Release to which this UK Agreement is attached as Appendix A to record and implement the terms on which they have agreed to settle all claims which the Employee has or may have against the Company or any Group Company or any employee, worker, agent, director, officer, shareholder or consultant of any Group Company arising out of, in connection with, or as a consequence of his employment or its termination. The Company is entering into this UK Agreement for itself and as agent for each Group Company and is duly authorised to do so.
- (B) The parties intend the US Agreement and General Release and this UK Agreement to be an effective waiver of any such claims and to satisfy the conditions relating to settlement and compromise agreements in any relevant legislation.
- (C) The Employee shall remain in his role as Chief Operating Officer with Harsco Environmental until the Separation Date. The Employee agrees that the payments, and benefits set out under the terms of the US Agreement and General Release to which this UK Agreement is attached are contingent on the execution of this UK Agreement Exhibit A and Exhibit C UK Reaffirmation Letter.

## 1. AGREED TERMS and INTERPRETATION

1.1 The definitions in this clause apply in this agreement;

<b>Adviser</b>	<p>the Employee's relevant independent adviser</p> <p>Name: Emma Cocker Name of firm: Thomas Mansfield Solicitors Limited Address: Token House, 11/12 Token House Yard, London, EC2R 7AS, United Kingdom.</p>
<b>Agreement</b>	<p>This agreement – Exhibit A UK Agreement and attached appendices</p>
<b>Agreement and General Release</b>	<p>The United States (US) terms of agreement titled Agreement and General Release to which this UK Agreement is attached as Exhibit A.</p>
<b>Confidential Information</b>	<p>Confidential information shall mean knowledge and information acquired by Employee concerning the Company's business plans, client/customer prospects, client/customer lists, client/customer contacts, client/customer data, proposals to clients/customers and potential clients/customers, marketing plans, supplier and vendor lists and cost information, software and computer programs, data processing systems and information contained therein, inventions, product and other designs, technologies, price lists, profit margins, financial statements, financial data, acquisition and divestiture plans, legal matters, and any other trade secrets or confidential or proprietary information, documents, reports, plans or data, of or about the Company which is not already available to the public.</p> <p>copies or records of any Confidential Information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) including, without limitation, extracts, analysis, studies, plans, compilations or any other way of representing or recording and recalling information which contains, reflects or is derived or generated from Confidential Information.</p>
<b>Copies</b>	<p>copies or records of any Confidential Information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) including, without limitation, extracts, analysis, studies, plans, compilations or any other way of representing or recording and recalling information which contains, reflects or is derived or generated from Confidential Information.</p>



<b>Employment Contract</b>	the Written Statement of Main Terms and Conditions of employment between (1) the Employee and (2) the Company dated May 14 2018 (as amended from time to time).
<b>Group</b>	<p>the Company and:</p> <ul style="list-style-type: none"> <li>(a) any company which is a holding company of the Company; and</li> <li>(b) any company which is for the time being a subsidiary of the Company or such holding company;</li> </ul> <p>and the expressions 'subsidiary' and 'holding company' have the same meanings in this UK Agreement as in section 1159 of the Companies Act 2006</p>
<b>Group Company</b>	a company which is in the Group and which for the avoidance of doubt shall include Enviri Corporation, Harsco Corporation, Harsco Metals and Minerals, Harsco Metals Groups Limited and Harsco Environmental
<b>Networking Site</b>	shall mean Facebook, LinkedIn, Twitter, Instagram, Google+ or any similar social media or professional networking online sites or applications
<b>Post-Employment Notice Pay</b>	has the meaning given in section 402D of the Income Tax (Earnings and Pensions) Act 2003 (ITEPA)
<b>Post-Employment Notice Period</b>	has the meaning given in section 402E(5) of ITEPA
<b>Reaffirmation Letter</b>	the letter agreement titled "UK Reaffirmation Letter" to be entered into by the parties pursuant to clause 9 in the form set out at as Exhibit C to the Agreement and General Release, under which the Employee reaffirms certain provisions of this UK Agreement on or within 7 days of the Separation Date.
<b>Separation Date</b>	September 1 2023

- 1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a statute or statutory provision includes that statute or provision as amended, extended, re-enacted or consolidated from time to time and all statutory instruments or orders made under it.

- 1.4 The Appendix shall form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Appendix.

**IT IS AGREED** as follows:

## **2. ARRANGEMENTS FOR TERMINATION**

### **Salary and Benefits up to Termination**

- 2.1 The Employee's employment (and his Employment Contract) will terminate on the Separation Date by reason of mutual agreement. Until the Separation Date the Employee will perform his normal duties.
- 2.2 Unless otherwise agreed in this Agreement the Employee will receive his basic salary, benefits and all other entitlements (subject to deductions for tax and national insurance contributions which the Company is obliged by law to deduct, subject to the terms of the Company's equalization policy) up to and including the Separation Date, when all such entitlements will cease. The Employee acknowledges that there are no further claims in respect of them.
- 2.3 Between now and the Separation Date the Employee will carry out an orderly and effective handover of his duties. The Parties will agree the key handover responsibilities and the Employee shall ensure his compliance with these agreed responsibilities. The Employee further agrees that for a period of six (6) months following the Separation Date, the Employee will provide reasonable assistance and information necessary to the transition of the Employee's job responsibilities. This duty to cooperate includes assistance and cooperation with the Company in locating information or data, providing other known information, and transitioning business relationships.
- 2.4 As of the Separation Date, Employee resigns as a director of Harsco Metals Group Limited and all other related or affiliated entities of the Group Company.

### **Return of Company Property**

- 2.5 The Employee warrants that he will return to the Company on or before the Separation Date:
- 2.5.1 all Confidential Information and Copies;
  - 2.5.2 all originals and copies of documents, financial or other information, books, papers, faxes, writings, recordings, drawings and works;
  - 2.5.3 all computers, laptops, computer equipment, CDs, DVDs, computer disks, memory sticks, materials, charge cards, credit cards, security passes, keys, mobile telephones, PDAs, fax machines; and
  - 2.5.4 any other property
- belonging to, or relating to the business of, any Group Company which are in his possession or control (**Company Property**).
- 2.6 The Employee will not create any further copies of Company Property.

2.7 The Employee shall immediately inform the Company on request of any passwords used by him on computers which are the property of a Group Company.

2.8 The Employee shall immediately inform the Company of any information belonging to, or relating to the business of, a Group Company which is held on the hard drive of a computer or other electronic storage device which is not Company Property. If requested to do so by a Group Company, the Employee shall:

2.8.1 transfer a copy of such information to the Company; and

2.8.2 delete all other copies

in accordance with the Company's instructions.

2.9 The Employee shall, on or immediately prior to the Separation Date, warrant that he has erased irretrievably any information relating to any Group Company's business or affairs or its business contacts from computer and communications systems and devices owned or used by the Employee outside their premises, including such systems and data storage services provided by third parties (to the extent technically practicable).

2.10 If requested to do so by any Group Company the Employee shall provide written confirmation of compliance with clauses 2.5 to 2.9.

#### **Expenses**

2.11 The Employee shall submit all claims for outstanding expenses properly incurred (together with supporting receipts, invoices or other evidence as the Company may reasonably require) prior to the Separation Date, with the exception of his legal fee expenses as per clause 4 of this Agreement which may be submitted up to 60 days after the Separation Date. The Employee will be reimbursed in accordance with the Company's normal expenses policy. Any expenditure which was not properly incurred or for which the Employee cannot produce appropriate receipts will be deducted from the final salary payment (if such expenditure has already been incurred by the Company).

#### **P45**

2.12 The Employee's P45 shall be issued by the Company and sent to his home address in due course.

### **3. PAYMENTS**

3.1 Subject to the Employee complying with his obligations under this Agreement and those set out under the Agreement and General Release (including without limitation clause 5), the Company shall pay him the sums, provide him with the benefits and implement the other arrangements set out under the terms of this Agreement within 60 days of the later of:

3.1.1 the Separation Date;

- 3.1.2 receipt of a copy of this Agreement signed by the Employee;
  - 3.1.3 receipt of the Reaffirmation Letter signed by the Employee;
  - 3.1.4 receipt of both the completed Adviser's Certificate in the form attached at Appendix 1 dated on or within 7 days of the date of execution of this Agreement, and the completed Adviser's Certificate in the form attached at Appendix 1 dated on or within 7 days of the Separation Date.
- 3.2 The Company shall also make the payments and provide the benefits to the Employee as set out in the Agreement and General Release. These payments and benefits shall be made as per the timescales denoted in clauses 2(b), 2(c) and 2(d) of the Agreement and General Release, subject to:
- 3.2.1 the Employee's execution of this Agreement;
  - 3.2.2 the Employee's execution (and non-revocation) of the Agreement and General Release;
  - 3.2.3 the Employee's execution of the Reaffirmation Letter;
  - 3.2.4 the Employee's execution of the Release attached as Exhibit B to the Agreement and Release; and
  - 3.2.5 receipt by the Company of both the completed Adviser's Certificate in the form attached at Appendix 1 dated on or within 7 days of the date of execution of this Agreement, and the completed Adviser's Certificate in the form attached at Appendix 1 dated on or within 7 days of the Separation Date.

#### **Contractual Payments**

- 3.3 The Company shall pay the Executive an amount in lieu of any accrued but untaken holiday at the Separation Date. The Company shall be responsible for accounting to HM Revenue and Customs for any employee tax and National Insurance due in relation to the accrued but untaken holiday payment, in the same manner as all salary payments made to the Employee under his assignment to the UK. The Company's equalization policy shall apply to this payment.
- 3.4 The Parties agree that at the Separation Date the Employee will have completed his contractual period of notice. The Parties accordingly believe that the Post-Employment Notice Period and Post-Employment Notice Pay are nil.

#### **4. CONTRIBUTION TO LEGAL FEES AND LEGAL FEE PAYMENT TERMS**

- 4.1 The Company will contribute a maximum of £13,000 plus VAT to the Employee's reasonable legal fees relating exclusively to advising the Employee on the terms and effect of the Agreement and General Release, and this Agreement, Exhibit A, and the UK Reaffirmation Letter, Exhibit C, with any amount beyond that to be discussed and approved by the Company before incurring the work.

- 4.2 The Employee shall submit expenses claims to the Company for his legal expenses incurred in relation to advice on this Agreement and the UK Reaffirmation Letter, Exhibit C, and the Company shall reimburse the Employee in the usual way. Subject to the total cap on legal fee contribution set out in clause 4.1 above, the Employee may make more than one expense claim in this regard. The Company shall calculate and pay over to

HM Revenue & Customs any tax and National Insurance contributions that may be due in relation to these expenses payments, in the same manner as all salary payments made to the Employee under his assignment to the UK. The Company's equalization policy shall apply to this payment.

- 4.3 In relation to legal expenses incurred for advice to the Employee on the Agreement and General Release and Exhibit B to such Agreement and General Release, the Employee's US Counsel shall invoice the Company and the Company shall pay US Counsel directly, subject to the total cap on legal fee contribution set out in clause 4.1 above.

## **5. CONFIDENTIALITY AND OTHER OBLIGATIONS**

### **Non-Disclosure**

- 5.1 The Employee shall not directly or indirectly:

- 5.1.1 disclose to any person (except on a strictly confidential basis to his spouse or civil partner, legal or professional advisers, the relevant tax authorities or otherwise as may be required by law) at any time hereafter the events leading up to, fact of, negotiation, nature or terms of this Agreement, which shall remain strictly confidential;
- 5.1.2 make or cause to be made any derogatory or critical comments or statements (whether orally or in writing) about any Group Company or any current or former officer, contractor, agent, client, customer, shareholder, worker or employee of any Group Company; or
- 5.1.3 make or cause to be made any statement or comment to the press or other media concerning the Employee's employment with the Company or its termination, without the prior written consent of the Company;

and the Employee warrants that he has not made any such disclosure, comment or statement prior to the date of this Agreement.

- 5.2 Irrespective of the provisions of this clause 5 or any other provisions of this Agreement, the Employee may:

- 5.2.1 make a protected disclosure under section 43A of the Employment Rights Act 1996;
- 5.2.2 make a disclosure to a regulator (including but not limited to the Solicitors Regulation Authority where applicable and/or any relevant ombudsman) regarding actual or suspected misconduct, wrongdoing or serious breach of regulatory requirements, or report a criminal offence to any law enforcement agency (including but not limited to making a disclosure for the purposes of

reporting, in the public interest, any serious wrongdoing to a law enforcement agency or a relevant regulator or an equivalent person or entity which has a proper interest in receiving that information in the public interest);

5.2.3 co-operate with any law enforcement agency regarding a criminal investigation or prosecution;

5.2.4 represent themselves at any investigation or proceedings brought by their regulatory/professional bodies relating to matters arising from their employment;

5.2.5 comply with any other legal or regulatory obligation (including but not limited to compliance with an order of, or to give evidence to, a court or tribunal of competent jurisdiction).

5.3 The Company shall instruct its Executive Leadership Team to not make or publish any statement critical of Employee, provided that nothing in this Section 5.3 shall prevent the Company from making any such disclosure it is required by law to make.

5.4 Nothing in clause 5 shall prevent the Company from making any such disclosure it is required by law to make.

#### **Confidentiality and Post-Termination Obligations**

5.5 The Employee acknowledges that he has had access to Confidential Information. The Employee shall not at any time after the Separation Date:

5.5.1 use any Confidential Information;

5.5.2 make or use any Copies; or

5.5.3 disclose any Confidential Information to any person, company or other organisation whatsoever.

5.6 The Employee shall abide by and reaffirms his obligations under all confidentiality, invention assignment, non-disclosure, non-solicitation and/or non-competition agreements previously agreed to and/or executed by Employee including, but not limited to, the post-employment covenants in the Restricted Stock Unit Agreements, Stock Appreciation Rights Agreements, and Performance Share Units Agreements.

5.7 The Employee shall continue to be bound by his common law obligations of confidentiality.

#### **Networking Sites**

5.8 The Employee undertakes that he will on or before the Separation Date, delete from any Networking Site on which he has a profile any reference to, or information which indicates or suggests, any on-going relationship with the Company or any Group Company. This shall include but not be limited to:

5.8.1 removal of any reference to "Enviri Corporation, Harsco Corporation, Harsco Environmental, Harsco Metals and Minerals or Harsco Metals Group Limited" (or any variant thereof) from the Employee's username; and

5.8.2 removal of any reference to the Employee being an existing employee of the Company

and the Employee further undertakes that having complied with the obligations set out above, he shall not at any time hold himself out as being associated in any on-going capacity with the Company.

## **6. WARRANTIES**

6.1 The Employee warrants that:

6.1.1 nothing he has done, or failed to do, might amount to a repudiatory breach of the express or implied terms of the Employment Contract;

6.1.2 he has not withheld or failed to disclose any material facts which may influence the decision of the Company to enter into this Agreement or agree to any of its terms; and

6.1.3 there are no other circumstances of which he is aware, or ought reasonably to be aware, which may influence the decision of the Company to enter into this Agreement or agree to any of its terms and/or that would entitle (or would have entitled) the Company to terminate the Employee's employment without notice or payment in lieu of notice and any payments or benefits pursuant to the terms of clause 3 of this Agreement are conditional on this being so.

6.2 The Employee warrants that all grievances, data subject requests or other forms of information requests that have, or may have, been raised or submitted by him to the Company and/or any Group Company, and any applicable appeals, are withdrawn on the date of this Agreement. The Employee further warrants that he has no other grievances and shall not submit any grievances, data subject requests or any other form of information requests to the Company and/or any Group Company in relation to his employment or its termination and shall not submit an appeal with regard to the termination of his employment. The Employee agrees that any grievances or appeals he may have in relation to his employment or its termination and all claims that may arise from or in relation to such grievances and/or appeals shall be settled conclusively by the terms of the Agreement.

6.3 The Employee warrants that he has committed no breach of duty (including fiduciary duty) to any Group Company whether codified, as set out in the Companies Act 2006 or otherwise.

## **7. COMPROMISE OF CLAIMS**

### **Waiver of Claims**

7.1 Without any admission of liability on the part of any Group Company the Employee accepts the arrangements and payments set out in this Agreement and the Agreement and General Release in full and final settlement of all past, present and future claims, costs and rights of action, whether such claims are, or could be, known to the parties or in their contemplation or not, which he may have against any Group Company, or any current, former or future employee, worker, agent, director, officer, shareholder or

consultant of any Group Company, arising out of his employment or its termination (whether under contract, statute, regulation, common law, European Union law, the laws of any other jurisdiction or otherwise) including:

7.1.1 the specific claims which the Employee has raised or hereby intimates for:

- (i) breach of contract;
- (ii) wrongful dismissal, including claims for pay or benefits in lieu of notice, or damages for termination of employment without proper notice;
- (iii) outstanding pay, accrued holiday pay, overtime, bonuses or commission;
- (iv) unfair dismissal and related claims under sections 98 and 111 of the Employment Rights Act 1996;
- (v) contractual and statutory redundancy payments under section 163 of the Employment Rights Act 1996;
- (vi) unlawful deductions or unauthorised payments under section 23 of the Employment Rights Act 1999;
- (vii) personal injury claims of which the Employee is aware and/or personal injury claims arising out of or in connection with the claims waived under this clause 7.1.1; and

7.1.2 any claims including but not limited to those set out in Appendix 2

7.2 The Employee agrees that, except for the payments and benefits provided for in this Agreement, and those expressly set out in the Agreement and General Release and subject to the waiver in clause 7.1, he shall not be eligible for any further payment from any Group Company relating to his employment or its termination, and expressly waives any right or claim that he has or may have to payment of bonuses, or any benefit (insured or otherwise), award programme or grant of equity interest, or to any other benefit, payment or award he may have received had his employment not terminated.

7.3 Nothing in this Agreement shall affect any claim in respect of:

7.3.1 the enforcement of the terms of this Agreement;

7.3.2 any accrued pension rights; or

7.3.3 personal injury which is not related to the claims set out in 7.1.1 and of which the Employee is not aware at the date of this Agreement.

#### **Personal Injury**

7.4 The Employee warrants that he is not aware of any claim for personal injury or any circumstances which could give rise to a claim for personal injury at any time to date



whether against a Group Company or any employee, worker, agent, director, officer, shareholder or consultant of a Group Company.

### **Non-Instigation of Claims**

- 7.5 The Employee has not issued proceedings before the Employment Tribunal, High Court or County Court or any Court in respect of any claim in connection with his employment or its termination. The Employee undertakes that neither the Employee nor anyone acting on his behalf will issue or continue any such proceedings in respect of any claims referred to in clause 7.1.
- 7.6 The Employee shall make himself available to, and to cooperate with, any Group Company and its advisers in any internal or external investigation or administrative, regulatory, judicial or quasi-judicial proceedings. The Employee acknowledges that this may include:
- 7.6.1 responding to or defending a regulatory or legal process;
  - 7.6.2 providing information in relation to any such process; and
  - 7.6.3 preparing witness statements and giving evidence in person on behalf of a Group Company.
- 7.7 The Company shall reimburse any reasonable expenses incurred by the Employee as a consequence of complying with his obligations under clause 7.6, provided that such expenses are approved in advance by the Company.

### **Warranties relating to Advice given**

- 7.8 The Employee warrants, having been advised by the Adviser, that he is not aware of any claim (whether common law, statutory or otherwise) other than those set specifically out in clause 7.1 which he may have against any Group Company, any current or former employee, worker, agent, director, officer, shareholder or consultant of any Group Company. The Employee also warrants that he is not aware of any circumstances which could give rise to any such claim.
- 7.9 The Employee confirms that the conditions relating to settlement and compromise agreements under the relevant legislation, as set out in Appendix 3, are intended to be, and have been, satisfied.

### **Independent Advice**

- 7.10 The Employee warrants that:
- 7.10.1 he has taken independent legal advice from the Adviser as to the terms and effect of this Agreement and in particular its effect on his ability to pursue his rights before an Employment Tribunal;
  - 7.10.2 so far as he is aware (having been advised by the Adviser) all the claims which he has or may have against the Company are referred to in clause 7.1 and there

are no facts or circumstances which might give rise to such a claim which he does not waive;

7.10.3 the Adviser advised the Employee that he/she/they qualifies as a relevant independent adviser and there was in force, at the time the advice was given, a contract of insurance covering the risk of a claim by him in respect of any loss arising in consequence of that advice;

7.10.4 the Adviser shall sign and deliver to the Company or its representative a letter in the form attached to Appendix 1 of this Agreement.

7.11 If the Employee brings a claim relating to his employment or its termination (excluding any claims set out in clause 7.3) or is in material breach of the terms of this Agreement, he shall indemnify the Company for any losses suffered as a result thereof, including all reasonable legal and professional fees incurred. The Company will not exercise its rights under this clause 7.11 in the event of the Employee making a disclosure or report, or co-operating with a law enforcement agency, in accordance with clause 5.2.

## **8. GENERAL**

### **Reaffirmation**

8.1 On or within 7 days of the Separation Date, the Employee shall sign and date the letter in the form set out in Exhibit C – UK Reaffirmation Letter and shall ensure that the Adviser shall provide a second signing and deliver to the Company or its representative a letter in the form attached to Appendix 1 of this Agreement.

8.2 The Company's obligations under the Agreement and General Release (other than the first ex-gratia payment set out in the Agreement and General Release) and this Agreement are conditional on the Company receiving the letters referred to in clause 8.1 duly signed and dated within 7 days of the Separation Date.

### **Counterparts**

8.3 This Agreement may be executed in any number of counterparts, (including by means of telecopied signature pages or electronic transmission in portable document format (pdf)) and, as so executed, shall constitute one agreement binding on all parties, notwithstanding that all parties have not signed the original or the same counterpart, and all the counterparts together shall constitute one and the same instrument.

### **Third Party Rights**

8.4 Except for any Group Company, or persons referred to in clause 7.1, no person who is not a party to this Agreement has any right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement, and the rights conferred by section 2 of that Act are excluded.

### **Enforceability**

8.5 If any part of this Agreement is or becomes invalid, void or unenforceable, this shall not affect any of the remaining provisions of this Agreement. If part of any provision is held to be invalid, void or unenforceable but would be valid and enforceable if some part

thereof were deleted, such provision shall apply with such modification as may be necessary to make it valid and enforceable.

**Without Prejudice**

8.6 This Agreement is marked 'Without Prejudice' and subject to contract but will upon signature by the Company and the Employee become open and binding upon the parties.

**Governing Law and Jurisdiction**

8.7 This UK Agreement, together with any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law and the parties shall submit to the exclusive jurisdiction of the courts of England and Wales

Executed and delivered as a Deed by  
**Enviri Corporation** acting by an Officer in the presence of

*/s/ Christophe Reitemeier*

.....  
**Officer**

Witness signature

Witness name

Witness address

Witness occupation

**Harsco Metals Group Limited** acting by a Director  
in the presence of

\_\_\_\_\_  
**Director**

Witness signature

*/s/ Samantha Matthews*

Witness name

Samantha Matthews

Witness address

[\*]

Witness occupation

Secretary

Executed and delivered as a Deed by  
**Enviri Corporation** acting by an Officer in the presence of

*/s/ Russell C. Hochman*

.....  
**Officer**

Witness signature

Witness name

Witness address

Witness occupation

**Enviri Corporation** acting by an Officer in the  
in the presence of

\_\_\_\_\_  
**Officer**

Witness signature

*/s/ Samantha Matthews*

Witness name

Samantha Matthews

Witness address

[\*]

Witness occupation

Secretary

*/s/ Albert Russell Mitchell Jr.*

.....

**Officer**

---

Executed as a deed by **Albert Russell Mitchell, Jr.**  
in the presence of

Witness signature

*/s/ Samantha Matthews*

Witness name

Samantha Matthews

Witness address

[\*]

Witness occupation

Secretary

DM218112802

**Appendix 1**

**[TO BE TYPED ON ADVISER'S LETTER HEADED PAPER]**

**CERTIFICATE OF RELEVANT LEGAL ADVISER**

I, Emma Cocker of Thomas Mansfield Solicitors Limited whose address is Token House, 11/12 Token House Yard, London, EC2R 7AS, United Kingdom certify as follows:

1. I am a solicitor of the Senior Courts of England and Wales holding a current valid practising certificate and relevant independent adviser (as defined under section 203 of the Employment Rights Act 1996).
2. I have advised Albert Russell Mitchell, Jr. as to the terms and effect of the Agreement dated July 11, 2023 and the UK Reaffirmation Letter signed by those parties (Reaffirmation Letter) to which this certificate is attached and in particular its effect on his ability to pursue the claims set out in the Agreement and the Reaffirmation Letter.
3. There is now in force and was in force at the time I gave the advice referred to above, a policy of insurance or professional indemnity provided for members of a profession or professional body covering the risk of a claim by Albert Russell Mitchell, Jr. in respect of any loss arising in consequence of that advice.
4. I am not acting and have not acted for Harsco Metals Group Limited, Harsco Metals and Minerals, Enviri Corporation, Harsco Corporation and Harsco Environmental or any associated employer in relation to this matter.

.....  
**Signed by Emma Cocker Dated (First Signing)**

.....  
**Signed by Emma Cocker Dated (Second Signing)**

## Appendix 2

### Claims:

- (a) for direct or indirect discrimination, harassment or victimisation related to age, under section 120 of the Equality Act 2010 and/or under regulation 36 of the Employment Equality (Age) Regulations 2006;
- (b) for direct or indirect discrimination, harassment or victimisation related to race under section 120 of the Equality Act 2010 and/or direct or indirect discrimination, harassment or victimisation related to race, colour, nationality or ethnic or national origin, under section 54 of the Race Relations Act 1976;
- (c) for direct or indirect discrimination, harassment or victimisation related to disability, discrimination arising from disability, or failure to make adjustments under section 120 of the Equality Act 2010 and/or direct discrimination, harassment or victimisation related to disability, disability-related discrimination or failure to make adjustments under section 17A of the Disability Discrimination Act 1995;
- (d) for pregnancy or maternity discrimination, direct or indirect discrimination, harassment or victimisation related to sex, marital or civil partnership status, pregnancy or maternity or gender reassignment under section 120 of the Equality Act 2010 and/or direct or indirect discrimination, harassment or victimisation related to sex, marital or civil partnership status, gender reassignment, pregnancy or maternity under section 63 of the Sex Discrimination Act 1975;
- (e) for direct or indirect discrimination, harassment or victimisation related to religion or belief under section 120 of the Equality Act 2010 and/or under regulation 28 of the Employment Equality (Religion or Belief) Regulations 2003;
- (f) for direct or indirect discrimination, harassment or victimisation related to sexual orientation, under section 120 of the Equality Act 2010 and/or under regulation 28 of the Employment Equality (Sexual Orientation) Regulations 2003;
- (g) for less favourable treatment on the grounds of part-time status, under regulation 8 of the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000;
- (h) in relation to the right to a written statement of reasons for dismissal, under section 93 of the Employment Rights Act 1996;

- (i) for unlawful detriment, under section 48 of the Employment Rights Act 1996 or section 56 of the Pensions Act 2008;
- (j) in relation to written employment particulars and itemised pay statements, under section 11 of the Employment Rights Act 1996;
- (k) in relation to guarantee payments, under section 34 of the Employment Rights Act 1996;
- (l) in relation to suspension from work, under section 70 of the Employment Rights Act 1996;
- (m) in relation to parental leave, under section 80 of the Employment Rights Act 1996;
- (n) in relation to a request for flexible working, under section 80H of the Employment Rights Act 1996;
- (o) in relation to time off work, under sections 51, 54, 57, 57B, 57ZC, 57ZF, 57ZH, 57ZM, 57ZQ, 60, 63 and 63C of the Employment Rights Act 1996;
- (p) in relation to working time or holiday pay, under regulation 30 of the Working Time Regulations 1998;
- (q) in relation to the national minimum wage, under sections 11, 18, 19D and 24 of the National Minimum Wage Act 1998;
- (r) for equal pay or equality of terms under sections 120 and 127 of the Equality Act 2010 and/or section 2 of the Equal Pay Act 1970;
- (s) for less favourable treatment on the grounds of fixed-term status, under regulation 7 of the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002;
- (t) under regulations 27 and 32 of the Transnational Information and Consultation of Employees Regulations 1999;
- (u) under regulations 29 and 33 of the Information and Consultation of Employees Regulations 2004;
- (v) under regulations 45 and 51 of the Companies (Cross-Border Mergers) Regulations 2007;

- (w) under paragraphs 4 and 8 of the Schedule to the Occupational and Personal Pension Schemes (Consultation by Employers and Miscellaneous Amendment) Regulations 2006;
- (x) under sections 68A, 87, 137, 145A, 145B, 146, 168, 168A, 169, 170, 174 and 192 of the Trade Union and Labour Relations (Consolidation) Act 1992;
- (y) in relation to the obligations to elect appropriate representatives or inform and consult or any entitlement to any protective award, under the Trade Union and Labour Relations (Consolidation) Act 1992;
- (z) in relation to the obligations to elect appropriate representatives or any entitlement to compensation, under the Transfer of Undertakings (Protection of Employment) Regulations 2006;
- (aa) in relation to the right to be accompanied under section 11 of the Employment Relations Act 1999;
- (bb) in relation to refusal of employment, refusal of employment agency services and detriment under regulations 5, 6 and 9 of the Employment Relations Act 1999 (Blacklists) Regulations 2010;
- (cc) in relation to the right to request time off for study or training under section 63I of the Employment Rights Act 1996;
- (dd) in relation to the right to equal treatment, access to collective facilities and amenities, access to employment vacancies and the right not to be subjected to a detriment under regulations 5, 12, 13 and 17(2) of the Agency Workers Regulations 2010;
- (ee) for harassment under the Protection from Harassment Act 1997;
- (ff) for failure to comply with obligations under the Human Rights Act 1998;
- (gg) for failure to comply with obligations under the General Data Protection Regulation (Regulation (EU) 2016/679), the UK GDPR as defined in section 3(10) of the Data Protection Act 2018 and associated legislation, as amended from time to time;
- (hh) arising as a consequence of the United Kingdom's membership of the European Union including but not limited to any claim arising under EU treaties or EU legislation as given effect in England and Wales until 11pm on



31 December 2020, and any claim under the European Union (Withdrawal) Act 2018, the European Union (Withdrawal Agreement) Act 2020 or the European Union (Future Relationship) Act 2020;

- (ii) arising under retained EU law as defined in section 6(7) of the European Union (Withdrawal) Act 2018;
- (jj) in relation to the right not to be subjected to a detriment under regulation 3 of the Exclusivity Terms in Zero Hours Contracts (Redress) Regulations 2015;
- (kk) in relation to the right not to be subjected to a detriment under regulation 8 of the Exclusivity Terms for Zero Hours Workers (Unenforceability and Redress) Regulations (SI 2022/1145).

### Appendix 3

The relevant legislation:

- (a) section 77(4A) of the Sex Discrimination Act 1975 (in relation to claims under that Act and the Equal Pay Act 1970);
- (b) section 72(4A) of the Race Relations Act 1976;
- (c) section 288(2B) of the Trade Union and Labour Relations (Consolidation) Act 1992;
- (d) paragraph 2 of Schedule 3A to the Disability Discrimination Act 1995;
- (e) section 203(3) of the Employment Rights Act 1996;
- (f) regulation 35(3) of the Working Time Regulations 1998;
- (g) section 49(4) of the National Minimum Wage Act 1998;
- (h) regulation 41(4) of the Transnational Information and Consultation etc. Regulations 1999;
- (i) regulation 9 of the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000;
- (j) regulation 10 of the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002;
- (k) paragraph 2(2) of Schedule 4 to the Employment Equality (Sexual Orientation) Regulations 2003;
- (l) paragraph 2(2) of Schedule 4 to the Employment Equality (Religion or Belief) Regulations 2003;
- (m) regulation 40(4) of the Information and Consultation of Employees Regulations 2004;
- (n) paragraph 12 of the Schedule to the Occupational and Personal Pension Schemes (Consultation by Employers and Miscellaneous Amendment) Regulations 2006;
- (o) paragraph 2(2) of Schedule 5 to the Employment Equality (Age) Regulations 2006; and
- (p) section 147 of the Equality Act 2010.

## Exhibit C - UK Reaffirmation Letter

Albert Russell Mitchell, Jr.  
4 Berkeley Place  
London, SW19 4NN

September 2023

Dear Russ,

### Reaffirmation Letter

I am writing in connection with the UK Agreement between Harsco Metals Group Limited and Enviri Corporation (Company) and you dated 2023 (**Agreement**). This is the Reaffirmation Letter referred to at clause 8 of the UK Agreement.

Defined terms have the same meaning when used in this Reaffirmation Letter as in the Agreement.

Under the Agreement executed by deed, you expressly agree the following;

#### 1. Waiver of claims

- 1.1. You agree that the terms of the Agreement are offered by the Company without any admission of liability on the part of the Company and are in full and final settlement of all and any claims or rights of action that you have or may have against the Company or any Group Company or its officers, employees or workers whether arising out of your employment with the Company or its termination or from events occurring after the Agreement was entered into, whether under common law, contract, statute or otherwise, whether such claims are, or could be, known to or in the contemplation of the Company or you at the date of this Reaffirmation Letter in any jurisdiction and including, but not limited to, the claims specified in Schedule 1 (each of which is waived by this clause).
- 1.2. The waiver in paragraph 1.1 shall not apply to the following:
  - 1.2.1. any claims by you to enforce the Agreement; and
  - 1.2.2. claims in respect of personal injury of which you are not aware and could not reasonably be expected to be aware at the date of this Reaffirmation Letter (other than claims under discrimination legislation); and
  - 1.2.3. any claims in relation to accrued entitlements under the Pension Scheme.
- 1.3. You warrant that:
  - 1.3.1. before entering into this Reaffirmation Letter you received independent advice from Emma Cocker of Thomas Mansfield Solicitors Limited

(Adviser) as to the terms and effect of this Reaffirmation Letter and, in particular, on its effect on your ability to pursue the claims specified in Schedule 1;

- 1.3.2. the Adviser has confirmed to you that they are a solicitor holding a current practising certificate and that there is in force a policy of insurance covering the risk of a claim by you in respect of any loss arising in consequence of their advice;
- 1.3.3. the Adviser shall sign and deliver to the Company a letter in the form attached as Appendix 1 to the Agreement;
- 1.3.4. before receiving the advice, you disclosed to the Adviser all facts and circumstances that may give rise to a claim by you against any Group Company or its officers, employees or workers;
- 1.3.5. the only claims that you have or may have against any Group Company or its officers, employees or workers (whether at the time of entering into this Reaffirmation Letter or in the future) relating to your employment with the Company or its termination are specified in paragraph 1.1; and
- 1.3.6. you are not aware of any facts or circumstances that may give rise to any claim against any Group Company or its officers, employees or workers other than those claims specified in paragraph 1.1.

You acknowledge that the Company acted in reliance on these warranties when entering into this Reaffirmation Letter.

- 1.4. You acknowledge that the conditions relating to settlement agreements under section 147(3) of the Equality Act 2010, section 288(2B) of the Trade Union and Labour Relations (Consolidation) Act 1992, section 203(3) of the Employment Rights Act 1996, regulation 35(3) of the Working Time Regulations 1998 (SI 1998/1833), section 49(4) of the National Minimum Wage Act 1998, regulation 41(4) of the Transnational Information and Consultation etc. Regulations 1999 (SI 1999/3323), regulation 9 of the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 (SI 2000/1551), regulation 10 of the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (SI 2002/2034), regulation 40(4) of the Information and Consultation of Employees Regulations 2004 (SI 2004/3426), paragraph 13 of the Schedule to the Occupational and Personal Pension Schemes (Consultation by Employers and Miscellaneous Amendment) Regulations 2006 (SI 2006/349), regulation 62 of the Companies (Cross Border Mergers) Regulations 2007 (SI 2007/2974) and section 58 of the Pensions Act 2008 have been satisfied.
- 1.5. The waiver in paragraph 1.1 shall have effect irrespective of whether or not, at the date of this Reaffirmation Letter, you are or could be aware of such claims or have such claims in your express contemplation (including such claims of which you become aware after the date of this Reaffirmation Letter in whole or in part as a result of new legislation or the development of common law or equity).

1.6. You agree that, except for the payments and benefits provided for in the Agreement, and those expressly set out in the Agreement and General Release and subject to the waiver in paragraph 1.1, you shall not be eligible for any further payment from any Group Company relating to your employment or its termination and you expressly waive any right or claim that you have or may have to payment of bonuses, any benefit or award programme operated by the Company or any Group Company or any stand-alone share incentive arrangement, or to any other benefit, payment or award you may have received had your employment not terminated or for any compensation for the loss of any such benefit, payment or award.

## 2. Warranties and acknowledgements

2.1. As at the date of this Reaffirmation Letter, you warrant and represent to the Company that there are no circumstances of which you are aware or of which you ought reasonably to be aware that would amount to a repudiatory breach by you of any express or implied term of your contract of employment that would entitle (or would have entitled) the Company to terminate your employment without notice or payment in lieu of notice.

## 3. Restrictive covenants and confidentiality

3.1. You undertake and agree to abide by and reaffirm your obligations under all confidentiality, invention assignment, non-disclosure, non-solicitation and/or non-competition agreements previously agreed to and/or executed by you including, but not limited to the post-employment covenants in the Restricted Stock Unit Agreements, Stock Appreciation Rights Agreements, and Performance Share Units Agreements.

3.2. You undertake and agree that you continue to be bound by the confidentiality obligations contained in clause 5 of the Agreement after the Separation Date.

## 4. Counterparts

This letter may be executed in any number of counterparts, each of which shall constitute a duplicate original, (including by means of telecopied signature pages or electronic transmission in portable document format (pdf)) and, as so executed, shall constitute one agreement binding on all parties, notwithstanding that all parties have not signed the original or the same counterpart but all the counterparts shall together constitute the one letter.

## **Schedule 1 of the Reaffirmation Letter Claims**

### 1. Claims:

- 1.1 for breach of contract or wrongful dismissal;
- 1.2 for unfair dismissal, under section 111 of the Employment Rights Act 1996;
- 1.3 in relation to the right to a written statement of reasons for dismissal, under section 93 of the Employment Rights Act 1996;
- 1.4 for a statutory redundancy payment, under section 163 of the Employment Rights Act 1996;
- 1.5 in relation to an unlawful deduction from wages or unlawful payment, under section 23 of the Employment Rights Act 1996;
- 1.6 for unlawful detriment, under section 48 of the Employment Rights Act 1996 or section 56 of the Pensions Act 2008;
- 1.7 in relation to written employment particulars and itemised pay statements, under section 11 of the Employment Rights Act 1996;
- 1.8 in relation to guarantee payments, under section 34 of the Employment Rights Act 1996;
- 1.9 in relation to suspension from work, under section 70 of the Employment Rights Act 1996;
- 1.10 in relation to parental leave, under section 80 of the Employment Rights Act 1996;
- 1.11 in relation to a request for flexible working, under section 80H of the Employment Rights Act 1996;
- 1.12 in relation to time off work, under sections 51, 54, 57, 57B, 57ZC, 57ZF, 57ZH, 57ZM, 57ZQ, 60, 63 and 63C of the Employment Rights Act 1996;
- 1.13 in relation to working time or holiday pay, under regulation 30 of the Working Time Regulations 1998 (SI 1998/1833);
- 1.14 in relation to the national minimum wage, under sections 11, 18, 19D and 24 of the National Minimum Wage Act 1998;
- 1.15 for equal pay or equality of terms under sections 120 and 127 of the Equality Act 2010;]
- 1.16 for pregnancy or maternity discrimination, direct or indirect discrimination, harassment or victimisation related to sex, marital or civil partnership status, pregnancy or maternity or gender reassignment under section 120 of the Equality Act 2010;

- 1.17 for direct or indirect discrimination, harassment or victimisation related to race under section 120 of the Equality Act 2010;
- 1.18 for direct or indirect discrimination, harassment or victimisation related to disability, discrimination arising from disability, or failure to make adjustments under section 120 of the Equality Act 2010;
- 1.19 for direct or indirect discrimination, harassment or victimisation related to religion or belief under section 120 of the Equality Act 2010;
- 1.20 for direct or indirect discrimination, harassment or victimisation related to sexual orientation, under section 120 of the Equality Act 2010;
- 1.21 for direct or indirect discrimination, harassment or victimisation related to age, under section 120 of the Equality Act 2010;
- 1.22 for less favourable treatment on the grounds of part-time status, under regulation 8 of the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 (SI 2000/1551);
- 1.23 for less favourable treatment on the grounds of fixed-term status, under regulation 7 of the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (SI 2002/2034);
- 1.24 under regulations 27 and 32 of the Transnational Information and Consultation of Employees Regulations 1999 (SI 1999/3323);
- 1.25 under regulations 29 and 33 of the Information and Consultation of Employees Regulations 2004 (SI 2004/3426);
- 1.26 under regulations 45 and 51 of the Companies (Cross-Border Mergers) Regulations 2007 (SI 2007/2974);
- 1.27 under paragraphs 4 and 8 of the Schedule to the Occupational and Personal Pension Schemes (Consultation by Employers and Miscellaneous Amendment) Regulations 2006 (SI 2006/349);
- 1.28 under sections 68A, 87, 137, 145A, 145B, 146, 168, 168A, 169, 170, 174 and 192 of the Trade Union and Labour Relations (Consolidation) Act 1992;
- 1.29 in relation to the obligations to elect appropriate representatives or any entitlement to compensation, under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246);
- 1.30 in relation to the right to be accompanied under section 11 of the Employment Relations Act 1999;
- 1.31 in relation to refusal of employment, refusal of employment agency services and detriment under regulations 5, 6 and 9 of the Employment Relations Act 1999 (Blacklists) Regulations 2010 (SI 2010/493);

- 1.32 in relation to the right to request time off for study or training under section 63I of the Employment Rights Act 1996;
- 1.33 in relation to the right to equal treatment, access to collective facilities and amenities, access to employment vacancies and the right not to be subjected to a detriment under regulations 5, 12, 13 and 17(2) of the Agency Workers Regulations 2010 (SI 2010/93);
- 1.34 in relation to the right to a written statement and the right not to be unfairly dismissed or subjected to a detriment under regulations 4 and 5 of the Agency Workers (Amendment) Regulations 2019 (SI 2019/724);
- 1.35 in relation to personal injury, whether or not you are aware or ought reasonably to be aware of such claims at the date of this Reaffirmation Letter;
- 1.36 for harassment under the Protection from Harassment Act 1997;
- 1.37 for failure to comply with obligations under the Human Rights Act 1998;
- 1.38 for failure to comply with obligations under the General Data Protection Regulation (Regulation (EU) 2016/679), the UK GDPR as defined in section 3(10) of the Data Protection Act 2018 and associated legislation, as amended from time to time;
- 1.39 arising as a consequence of the United Kingdom's membership of the European Union including but not limited to any claim arising under EU treaties or EU legislation as given effect in England and Wales until 11pm on 31 December 2020, and any claim under the European Union (Withdrawal) Act 2018, the European Union (Withdrawal Agreement) Act 2020 or the European Union (Future Relationship) Act 2020;
- 1.40 arising under retained EU law as defined in section 6(7) of the European Union (Withdrawal) Act 2018;
- 1.41 in relation to the right not to be subjected to a detriment under regulation 3 of the Exclusivity Terms in Zero Hours Contracts (Redress) Regulations 2015; and
- 1.42 in relation to the right not to be subjected to a detriment under regulation 8 of the Exclusivity Terms for Zero Hours Workers (Unenforceability and Redress) Regulations (SI 2022/1145).



Executed and delivered as a Deed by  
**Enviri Corporation** acting by an Officer in the presence of

Witness signature

Witness name

Witness address

Witness occupation

**Harsco Metals Group Limited** acting by a Director  
in the presence of

.....  
**Director**

Witness signature

Witness name

Witness address

Witness occupation

Executed and delivered as a Deed by  
**Enviri Corporation** acting by an Officer in the presence of

Witness signature

Witness name

Witness address

Witness occupation

**Enviri Corporation** acting by an Officer in the  
in the presence of

.....  
**Officer**

Witness signature

Witness name

Witness address

Witness occupation

Executed and delivered as a Deed by **Albert Russell Mitchell, Jr.** in the  
presence of

Witness signature

Witness name

Witness address

Witness occupation