UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 or 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Quarterly Period Ended June 30, 2026
or

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

For the transition period from to
Commission File Number 001-43207

ENVIRI CORPORATION

(Exact name of registrant as specified in its charter)

Delaware	**41-2897233**
(State or other jurisdiction of incorporation or organization)	(I.R.S. employer identification number)
Two Logan Square **100-120 North 18th Street, 17th Floor, Philadelphia, Pennsylvania**	**19103**
(Address of principal executive offices)	(Zip Code)

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value $0.00001 per share	NVRI	New York Stock Exchange

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

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

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

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

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). YES ☐ NO ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Outstanding at July 31, 2026
Common stock, par value $0.00001 per share	28,190,119

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Explanatory Note

As further described below, on June 1, 2026, the transactions contemplated by the Separation Agreement and the Merger Agreement were completed, and Enviri is now a separate, publicly traded company that holds the Harsco Environmental and Rail businesses. See “Glossary” for the definition of certain capitalized terms used in this Quarterly Report on Form 10-Q.

On November 20, 2025, Legacy Enviri entered into definitive agreements with Veolia, for the sale of Legacy Enviri’s Clean Earth segment and the distribution of Legacy Enviri’s Harsco Environmental and Rail segments, including (i) the Merger Agreement, by and among Legacy Enviri, CE Holdings, Enviri LLC, Veolia and Liberty Merger Sub Inc. and (ii) the Separation Agreement, by and among Legacy Enviri, CE Holdings, Veolia and Enviri.

On June 1, 2026, the following series of transactions occurred:

- Pursuant to Section 251(g) of the Delaware General Corporation Law, Legacy Enviri merged with and into Enviri LLC, with Enviri LLC being the surviving entity of such merger, and each outstanding share of common stock, par value $1.25 per share, of Legacy Enviri (“Legacy Enviri Common Stock”) was exchanged for one share of common stock, par value $1.25 per share, of CE Holdings (“CE Holdings Common Stock”) (the “Holding Company Merger”);

- CE Holdings and its subsidiaries, including Enviri LLC and Enviri, effected a reorganization (the “Reorganization”), resulting in (i) CE Holdings holding the Clean Earth segment and owning all of the outstanding shares of common stock, par value $0.00001 per share, of Enviri (“Enviri Common Stock”), (ii) Enviri owning all of the equity interests of Enviri LLC, and (iii) Enviri LLC holding the Harsco Environmental and Rail segments; and

- CE Holdings distributed all of the outstanding shares of Enviri Common Stock to the stockholders of CE Holdings, the former stockholders of Legacy Enviri, on a pro rata basis (the “Distribution”) and, together with the Reorganization, the “Spin-Off”), at a ratio of one share of Enviri Common Stock for every three shares of CE Holdings Common Stock held by them immediately after the effective time of the Holding Company Merger.

Immediately following the Spin-Off, Merger Sub merged with and into CE Holdings, with CE Holdings surviving as an indirect wholly owned subsidiary of Veolia (the “Merger”).

Enviri Corporation, the registrant, was incorporated on November 3, 2025 under the laws of the State of Delaware as Enviri II Corporation. On June 2, 2026, Enviri II Corporation was renamed Enviri Corporation.

The former indirect parent of the registrant, also named Enviri Corporation, was incorporated on February 28, 1956 under the laws of the State of Delaware, and, prior to the Holding Company Merger, held Harsco Environmental, Clean Earth and Rail as a separate publicly traded company, and, in connection with the Holding Company Merger, merged into Enviri LLC with Enviri LLC being the surviving entity.

Unless otherwise indicated or the context otherwise requires, references in this Quarterly Report on Form 10-Q to (i) “Legacy Enviri” means Enviri Corporation, the Delaware corporation incorporated in 1956 and former indirect parent of the registrant and (ii) “Enviri,” the “Company,” “we,” “us” or “our” mean Enviri Corporation, the Delaware corporation incorporated in 2025 and formerly named Enviri II Corporation, and its direct and indirect subsidiaries.

Basis of Presentation

Enviri is the registrant and the financial reporting entity following the completion of the Transactions. Legacy Enviri, which was merged into Enviri LLC, with Enviri LLC surviving, no longer exists as a separate company following the completion of the Transactions.

Notwithstanding the legal form of the Spin-Off described above, the Spin-Off is being treated as a reverse spin-off for accounting and financial reporting purposes in accordance with Accounting Standards Codification ("ASC") 505-60, Spinoffs and Reverse Spinoffs. This treatment is primarily a result of the size of Enviri, the legal spinee, relative to CE Holdings, the legal spinnor, and because Merger Sub merged with and into CE Holdings immediately following the Distribution, no members of corporate senior management of Enviri were retained by CE Holdings following the Distribution and the Merger occurred immediately after the Spin-Off. As a result, Enviri is considered the accounting spinnor of CE Holdings.

We have also determined that Legacy Enviri represents the accounting predecessor to Enviri and Enviri represents the accounting successor to Legacy Enviri. Therefore, the historical consolidated financial statements of Enviri, with respect to periods prior to June 1, 2026, are represented by the historical financial statements of Legacy Enviri with the Clean Earth segment reported as discontinued operations in accordance with ASC 205-20, Discontinued Operations.

Glossary of Defined Terms

The Company uses several terms in this Quarterly Report on Form 10-Q, which are further defined below:

Term	Description
AOCI	Accumulated Other Comprehensive Income (Loss)
AR Facility	Revolving trade receivables securitization facility
ASU	Financial Accounting Standards Board Accounting Standards Update
CE or Clean Earth	The Clean Earth reportable business segment, now reported in discontinued operations
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act of 1980
CE Holdings	CLEH, Inc., a Delaware corporation and, prior to the Holding Company Merger, a direct wholly owned subsidiary of Legacy Enviri, and, after the Holding Company Merger, the direct parent of Enviri LLC and Enviri, and after the Merger, an indirect wholly owned subsidiary of Veolia that will directly and indirectly hold the Clean Earth segment
CE Holdings Note	Note issued by CE Holdings to Enviri LLC in connection with the Reorganization for $1.7 billion
Consolidated Adjusted EBITDA	EBITDA as calculated in accordance with the Credit Agreement
Credit Agreement	Credit Agreement governing the Senior Secured Credit Facilities
Deutsche Bahn	National railway company in Germany
EBITDA	Earnings before interest, tax, depreciation and amortization
Enviri LLC	Enviri, LLC, a Delaware limited liability company and, prior to the Holding Company Merger and Reorganization, a direct wholly owned subsidiary of CE Holdings, and, after the Reorganization, a direct wholly owned subsidiary of Enviri
EPA	U.S. Environmental Protection Agency
FASB	Financial Accounting Standards Board
HE or Harsco Environmental	Harsco Environmental reportable business segment
Interest Coverage Ratio	Interest coverage ratio as calculated in accordance with the Credit Agreement
ISDA	International Swaps and Derivatives Association
Merger Agreement	Agreement and Plan of Merger, dated as of November 20, 2025, by and among Legacy Enviri, CE Holdings, Enviri LLC, Veolia and Merger Sub
Merger Sub	Liberty Merger Sub Inc., a Delaware corporation and wholly owned indirect subsidiary of Veolia
Net Debt	Total debt minus cash and cash equivalents, as defined in the Credit Agreement
Network Rail	Infrastructure manager for most of the railway in the U.K.
OCI	Other Comprehensive Income (Loss)
Rail or Harsco Rail	Harsco Rail reportable business segment

Revolving Credit Facility	Revolving credit facility under the Senior Secured Credit Facilities containing (x) prior to the completion of the Transactions, $50.0 million maturing on the earlier of (i) July 1, 2026 and (ii) the closing date on which Clean Earth is sold to Veolia and $625.0 million maturing on September 5, 2029 and (y) following the completion of the Transactions, $152.0 million maturing on September 5, 2029
SBB	Federal railway system of Switzerland
SCE	Kingdom of Bahrain's Supreme Council for Environment
SEC	U.S. Securities and Exchange Commission
Senior Notes	5.75% Notes due July 31, 2027, which were redeemed in connection with the completion of the Transactions
Senior Secured Credit Facilities	Primary source of borrowings comprised of the Term Loan and the Revolving Credit Facility
Separation Agreement	Separation Agreement, dated as of November 20, 2025. by and among Legacy Enviri, CE Holdings, Veolia and Enviri
SOFR	Secured Overnight Financing Rate
SPE	The Company's wholly-owned bankruptcy-remote special purpose entity, which is used in connection with the AR Facility
Term Loan	$500 million term loan raised in March 2021 under the Senior Secured Credit Facilities, maturing on March 10, 2028
Transactions	The Holding Company Merger, the Reorganization, the Distribution and the Merger
U.S. GAAP	Accounting principles generally accepted in the U.S.
Veolia	Veolia Environnement S.A., a French société anonyme

PART I — FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

ENVIRI CORPORATION

CONDENSED CONSOLIDATED BALANCE SHEETS (Unaudited)

(In thousands)	June 30 2026	December 31 2025
ASSETS		
Current assets:		
Cash and cash equivalents	**$ 253,427**	$ 103,487
Restricted cash	**49,915**	21,677
Trade accounts receivable, net	**249,730**	267,439
Other receivables	**28,938**	43,627
Inventories	**134,094**	171,718
Current portion of contract assets	**28,277**	26,968
Prepaid expenses	**30,636**	52,521
Current portion of assets held-for-sale	**—**	24,173
Other current assets	**15,852**	9,256
Total current assets	**790,869**	720,866
Property, plant and equipment, net	**405,394**	424,099
Right-of-use assets, net	**30,043**	34,267
Goodwill	**374,579**	379,381
Intangible assets, net	**14,723**	16,095
Retirement plan assets	**56,764**	55,743
Deferred income tax assets	**10,078**	45,352
Assets held-for-sale	**—**	1,013,055
Other assets	**40,336**	53,931
Total assets	**$ 1,722,786**	$ 2,742,789
LIABILITIES		
Current liabilities:		
Short-term borrowings	**$ 79**	$ 11,490
Current maturities of long-term debt	**8,469**	14,373
Accounts payable	**154,917**	163,989
Accrued compensation	**41,055**	43,130
Income taxes payable	**5,845**	4,268
Reserve for contracts	**189,525**	61,037
Current portion of advances on contracts	**8,763**	7,982
Derivative liabilities	**12,757**	20,839
Current portion of operating lease liabilities	**10,551**	11,654
Current portion of liabilities held-for-sale	**—**	174,265
Other current liabilities	**119,237**	121,182
Total current liabilities	**551,198**	634,209
Long-term debt	**380,539**	1,480,072
Retirement plan liabilities	**23,732**	26,208
Operating lease liabilities	**20,626**	23,373
Environmental liabilities	**19,105**	19,105
Deferred tax liabilities	**5,976**	5,766
Liabilities held-for-sale	**—**	214,314

(In thousands)	June 30 2026	December 31 2025
Other liabilities	**38,923**	44,155
Total liabilities	**1,040,099**	2,447,202
COMMITMENTS AND CONTINGENCIES		
ENVIRI CORPORATION STOCKHOLDERS' EQUITY		
Common stock	**—**	149,519
Additional paid-in capital	**680**	273,436
Accumulated other comprehensive loss	**(495,267)**	(514,481)
Retained earnings	**1,133,668**	1,211,234
Treasury stock	**—**	(864,646)
Total Enviri Corporation stockholders' equity	**639,081**	255,062
Noncontrolling interests	**43,606**	40,525
Total equity	**682,687**	295,587
Total liabilities and equity	**$ 1,722,786**	$ 2,742,789

See accompanying notes to unaudited condensed consolidated financial statements.

ENVIRI CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (Unaudited)

(In thousands, except per share amounts)	Three Months Ended June 30 2026	Three Months Ended June 30 2025	Six Months Ended June 30 2026	Six Months Ended June 30 2025
Revenues from continuing operations:				
Service revenues	**$ 257,856**	$ 258,959	**$ 516,126**	$ 500,568
Product revenues	**65,985**	57,013	**131,763**	128,457
Product revenues - Rail contract exit-related adjustments	**(136,499)**	—	**(136,499)**	—
Total revenues	**187,342**	315,972	**511,390**	629,025
Costs and expenses from continuing operations:				
Cost of services sold	**214,536**	214,903	**427,723**	413,714
Cost of products sold	**60,139**	68,339	**122,403**	120,717
Cost of products sold - Rail contract exit-related adjustments	**70,890**	—	**70,890**	—
Selling, general and administrative expenses	**49,062**	53,773	**101,430**	105,844
Research and development expenses	**654**	775	**1,072**	1,309
Property, plant and equipment impairment charge	—	7,386	—	7,386
Other expense (income), net	**36,484**	2,379	**38,180**	6,590
Total costs and expenses	**431,765**	347,555	**761,698**	655,560
Operating income (loss) from continuing operations	**(244,423)**	(31,583)	**(250,308)**	(26,535)
Interest income	**580**	414	**1,038**	868
Interest expense	**(8,239)**	(8,739)	**(16,766)**	(17,445)
Facility fees and debt-related income (expense)	**(318)**	(154)	**(538)**	(570)
Defined benefit pension income (expense)	**(3,918)**	(5,555)	**(7,854)**	(10,756)
Income (loss) from continuing operations before income taxes and equity in income	**(256,318)**	(45,617)	**(274,428)**	(54,438)
Income tax benefit (expense) from continuing operations	**(40,548)**	905	**(45,694)**	4,325
Equity in income (loss) of unconsolidated entities, net	**50**	44	**73**	72
Income (loss) from continuing operations	**(296,816)**	(44,668)	**(320,049)**	(50,041)
Discontinued operations:				
Income (loss) from discontinued operations	**(91,927)**	2,182	**(108,172)**	4,753
Income tax benefit (expense) from discontinued operations	**(5,767)**	(4,269)	**24,173**	(9,278)
Income (loss) from discontinued operations, net of tax	**(97,694)**	(2,087)	**(83,999)**	(4,525)
Net income (loss)	**(394,510)**	(46,755)	**(404,048)**	(54,566)
Less: Net loss (income) attributable to noncontrolling interests	**(1,485)**	(1,058)	**(2,612)**	(2,259)
Net income (loss) attributable to Enviri Corporation	**$ (395,995)**	$ (47,813)	**$ (406,660)**	$ (56,825)
Amounts attributable to Enviri Corporation common stockholders:				
Income (loss) from continuing operations, net of tax	**$ (298,301)**	$ (45,726)	**$ (322,661)**	$ (52,300)
Income (loss) from discontinued operations, net of tax	**(97,694)**	(2,087)	**(83,999)**	(4,525)
Net income (loss) attributable to Enviri Corporation common stockholders	**$ (395,995)**	$ (47,813)	**$ (406,660)**	$ (56,825)
Weighted-average shares of common stock outstanding (a)	**27,877**	26,876	**27,655**	26,827
Basic earnings (loss) per common share attributable to Enviri Corporation common stockholders:				
Continuing operations	**$ (10.70)**	$ (1.70)	**$ (11.67)**	$ (1.95)
Discontinued operations	**(3.50)**	(0.08)	**(3.04)**	(0.17)
Basic earnings (loss) per share attributable to Enviri Corporation common stockholders (b)	**$ (14.21)**	$ (1.78)	**$ (14.70)**	$ (2.12)
Diluted weighted-average shares of common stock outstanding (a)	**27,877**	26,876	**27,655**	26,827
Diluted earnings (loss) per common share attributable to Enviri Corporation common stockholders:				
Continuing operations	**$ (10.70)**	$ (1.70)	**$ (11.67)**	$ (1.95)
Discontinued operations	**(3.50)**	(0.08)	**(3.04)**	(0.17)
Diluted earnings (loss) per share attributable to Enviri Corporation common stockholders (b)	**$ (14.21)**	$ (1.78)	**$ (14.70)**	$ (2.12)

(a) Weighted-average shares outstanding and earnings per share amounts for periods prior to the completion of the Transactions have been retrospectively adjusted to reflect the impact of the Transactions on the Company's capital structure.
(b) Earnings (loss) per share attributable to Enviri Corporation common stockholders is calculated based on actual amounts. As a result, these per share amounts may not total due to rounding.

See accompanying notes to unaudited condensed consolidated financial statements.

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

	Three Months Ended June 30	
(In thousands)	**2026**	**2025**
Net income (loss)	**$ (394,510)**	$ (46,755)
Other comprehensive income (loss):		
Foreign currency translation adjustments, net of deferred income taxes of $1,375 and $3,790 in 2026 and 2025, respectively	**10,161**	21,802
Net gain (loss) on cash flow hedging instruments, net of deferred income taxes of $561 and $352 in 2026 and 2025, respectively	**1,458**	(1,800)
Pension liability adjustments, net of deferred income taxes of $196 and $(204) in 2026 and 2025, respectively	**3,319**	(11,050)
Unrealized gain (loss) on marketable securities, net of deferred income taxes of $— and $(4) in 2026 and 2025, respectively	**20**	8
Total other comprehensive income (loss)	**14,958**	8,960
Total comprehensive income (loss)	**(379,552)**	(37,795)
Comprehensive (income) loss attributable to noncontrolling interests	**(1,937)**	(1,846)
Comprehensive income (loss) attributable to Enviri Corporation	**$ (381,489)**	$ (39,641)

	Six Months Ended June 30	
(In thousands)	**2026**	**2025**
Net income (loss)	**$ (404,048)**	$ (54,566)
Other comprehensive income (loss):		
Foreign currency translation adjustments, net of deferred income taxes of $— and $5,746 in 2026 and 2025, respectively	**3,783**	36,903
Net gain (loss) on cash flow hedging instruments, net of deferred income taxes of $126 thousand and $1,135 in 2026 and 2025, respectively	**2,714**	(4,597)
Pension liability adjustments, net of deferred income taxes of $— and $(457) in 2026 and 2025, respectively	**13,229**	(15,238)
Unrealized gain (loss) on marketable securities, net of deferred income taxes of $— and $(3) in 2026 and 2025, respectively	**20**	6
Total other comprehensive income (loss)	**19,746**	**17,074**
Total comprehensive income (loss)	**(384,302)**	(37,492)
Less: Comprehensive (income) loss attributable to noncontrolling interests	**(3,144)**	(3,414)
Comprehensive income (loss) attributable to Enviri Corporation	**$ (387,446)**	**$ (40,906)**

See accompanying notes to unaudited condensed consolidated financial statements.

ENVIRI CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (Unaudited)

(In thousands)	Six Months Ended June 30 2026	2025
Cash flows from operating activities:		
Net income (loss)	**$ (404,048)**	$ (54,566)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation	**76,838**	74,343
Amortization	**13,653**	14,964
Deferred income tax (benefit) expense	**10,419**	(7,999)
Equity in (income) loss of unconsolidated entities, net	**(73)**	(72)
Right-of-use assets	**15,067**	15,127
Property, plant and equipment impairment charge	**—**	7,386
Stock-based compensation	**11,473**	9,760
Contract exit charges	**74,969**	—
Other, net	**1,177**	(3,149)
Changes in assets and liabilities, net of acquisitions and dispositions of businesses:		
Accounts receivable	**(170,120)**	(13,887)
Inventories	**16,626**	(7,283)
Contract assets	**(4,517)**	12,413
Accounts payable	**(20,356)**	10,716
Accrued interest payable	**(11,423)**	539
Accrued compensation	**(16,717)**	(11,433)
Advances on contracts and other customer advances	**534**	(18,324)
Operating lease liabilities	**(14,630)**	(15,078)
Retirement plan liabilities, net	**7,066**	9,717
Reserve for contracts	**129,519**	(6,477)
Other assets and liabilities	**9,141**	11,876
Net cash (used) provided by operating activities	**(275,402)**	28,573
Cash flows from investing activities:		
Purchases of property, plant and equipment	**(68,387)**	(60,659)
Proceeds from CE Holdings Note	**1,724,804**	—
Deposit for commercial commitments	**(25,000)**	—
Proceeds from sales of assets	**7,019**	3,764
Expenditures for intangible assets	**(208)**	(51)
Net proceeds (payments) from settlement of foreign currency forward exchange contracts	**852**	(4,296)
Net cash (used) provided by investing activities	**1,639,080**	(61,242)
Cash flows from financing activities:		
Short-term borrowings, net	**(7,738)**	5,831
Borrowings and repayments under Revolving Credit Facility, net	**(526,000)**	62,000
Repayments of Term Loan	**(106,806)**	(2,500)
Repayments of Senior Notes	**(475,000)**	—
Cash paid for finance leases and other long-term debt	**(10,607)**	(9,669)
Settlement of stock appreciation rights	**(16,529)**	—
Stock-based compensation - Employee taxes paid	**(38,109)**	(1,534)
Other financing activities, net	**(2,802)**	—
Net cash (used) provided by financing activities	**(1,183,591)**	54,128
Effect of exchange rate changes on cash and cash equivalents, including restricted cash	**(2,093)**	1,918
Net increase (decrease) in cash and cash equivalents, including restricted cash and cash included in Current portion of assets held-for-sale	**177,994**	23,377
Cash and cash equivalents, including restricted cash and cash included in Current portion of assets held-for-sale, at beginning of period	**125,348**	90,158
Cash and cash equivalents, including restricted cash, at end of period	**$ 303,342**	$ 113,535
Reconciliation of cash and cash equivalents and restricted cash reported in the Condensed Consolidated Balance Sheets:		
Cash and cash equivalents	**$ 253,427**	$ 97,796
Restricted cash	**49,915**	15,739
Cash and cash equivalents, including restricted cash, at end of period	**$ 303,342**	$ 113,535

See accompanying notes to unaudited condensed consolidated financial statements.

ENVIRI CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF EQUITY (Unaudited)

	Enviri Corporation Stockholders' Equity						
	Common Stock						
(In thousands, except share amounts)	Issued	Treasury	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total
Balances, December 31, 2024	$ 146,844	$ (851,881)	$ 255,102	$ 1,378,835	$ (537,385)	$ 38,151	$ 429,666
Net income (loss)	—	—	—	(9,013)	—	1,201	(7,812)
Total other comprehensive income (loss), net of deferred income taxes of $2,487	—	—	—	—	7,747	367	8,114
Vesting of restricted stock units and other stock grants, net 284,643 shares	636	(1,357)	(636)	—	—	—	(1,357)
Vesting of performance share units, net 14,860 shares	35	(122)	(35)				(122)
Amortization of unearned stock-based compensation, net of forfeitures	—	—	4,044	—	—	—	4,044
Balances, March 31, 2025	$ 147,515	$ (853,360)	$ 258,475	$ 1,369,822	$ (529,638)	$ 39,719	$ 432,533
Net income (loss)	—	—	—	(47,813)	—	1,058	(46,755)
Total other comprehensive income (loss), net of deferred income taxes of $3,934	—	—	—	—	8,172	788	8,960
Vesting of restricted stock units and other stock grants, net 144,761 shares	191	(56)	(191)	—	—	—	(56)
Amortization of unearned portion of stock-based compensation, net of forfeitures	—	—	5,716	—	—	—	5,716
Balances, June 30, 2025	$ 147,706	$ (853,416)	$ 264,000	$ 1,322,009	$ (521,466)	$ 41,565	$ 400,398

	Enviri Corporation Stockholders' Equity						
	Common Stock						
(In thousands, except share amounts)	Issued	Treasury	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total
Balances, December 31, 2025	$ 149,519	$ (864,646)	$ 273,436	$ 1,211,234	$ (514,481)	$ 40,525	$ 295,587
Net income (loss)	—	—	—	(10,665)	—	1,127	(9,538)
Total other comprehensive income (loss), net of deferred income taxes of $(2,006)	—	—	—	—	4,708	80	4,788
Stock appreciation rights exercised, net 102,264 shares	236	(1,540)	(236)				(1,540)
Vesting of restricted stock units, net 427,651 shares	943	(5,878)	(943)	—	—	—	(5,878)
Vesting of performance share units, net 726,189 shares	1,636	(10,837)	(1,636)	—	—	—	(10,837)
Amortization of unearned stock-based compensation, net of forfeitures	—	—	2,329	—	—	—	2,329
Balances, March 31, 2026	**$ 152,334**	**$ (882,901)**	**$ 272,950**	**$ 1,200,569**	**$ (509,773)**	**$ 41,732**	**$ 274,911**
Net income (loss)	—	—	—	(395,995)	—	1,485	(394,510)
Total other comprehensive income (loss), net of deferred income taxes of $2,132	—	—	—	—	14,506	452	14,958
Purchase of subsidiary shares from noncontrolling interest	—	—	—	—	—	(63)	(63)
Stock appreciation rights exercised, net 148,483 shares	330	(2,244)	(330)	—	—	—	(2,244)
Settlement of stock appreciation rights	—	—	(16,529)	—	—	—	(16,529)
Vesting of restricted stock units and other stock grants, net 680,987 shares	1,442	(9,231)	(1,442)	—	—	—	(9,231)
Vesting of performance share units, net 625,479 shares	1,354	(8,776)	(1,354)	—	—	—	(8,776)
Issuance of shares for deferred compensation, net 150,700 shares	189	—	2,442	—	—	—	2,631
Amortization of unearned portion of stock-based compensation, net of forfeitures	—	—	9,144	—	—	—	9,144
Changes in connection with the Transactions:							
Recapitalization	(155,649)	903,152	(264,201)	(483,302)	—	—	—
Distribution of Clean Earth, net	—	—	—	812,396	—	—	812,396
Balances, June 30, 2026	**$ —**	**$ —**	**$ 680**	**$ 1,133,668**	**$ (495,267)**	**$ 43,606**	**$ 682,687**

See accompanying notes to unaudited condensed consolidated financial statements.

ENVIRI CORPORATION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)

1. Basis of Presentation

The Company has prepared these unaudited condensed consolidated financial statements in accordance with U.S. GAAP for interim financial information and with the instructions to Form 10-Q and Rule 10-01 of Regulation S-X of the SEC. Accordingly, the unaudited Condensed Consolidated Financial Statements do not include all information and disclosure required by U.S. GAAP for annual financial statements. The December 31, 2025 Condensed Consolidated Balance Sheet information contained in this Quarterly Report on Form 10-Q was derived from the 2025 audited consolidated financial statements. These unaudited Condensed Consolidated Financial Statements should be read in conjunction with the audited Consolidated Financial Statements, including the notes thereto, included in the Company’s Information Statement (the "Information Statement"), dated May 8, 2026, attached as Exhibit 99.1 to the Company's Current Report on Form 8-K furnished to the SEC on May 11, 2026. In the opinion of management, all adjustments (all of which are of a normal recurring nature) that are necessary for a fair statement are reflected in these unaudited Condensed Consolidated Financial Statements.

On June 1, 2026, the transactions contemplated by the Separation Agreement and the Merger Agreement, including the Holding Company Merger, the Distribution, the Merger and the Reorganization, were completed, resulting in the Company becoming a separate, publicly traded company that holds the Harsco Environmental and Rail segments and Veolia indirectly holding CE.

Due to the size of the Company, the legal spinee, relative to CE Holdings, the legal spinnor, among other factors, Enviri is treated as the "accounting spinnor", notwithstanding the legal form of spin-off. The Company has also determined that Legacy Enviri represents the "accounting predecessor" to Enviri and Enviri represents the "accounting successor" to Legacy Enviri for accounting purposes. Therefore, the historical financial statements of Enviri, with respect to periods prior to June 1, 2026, are represented by the historical consolidated financial statements of Legacy Enviri, with CE reported as discontinued operations in accordance with ASC 205-20, Discontinued Operations. Therefore, the Company's Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2025 have been recast to reflect the after tax operating results of CE in Income (loss) from discontinued operations, net of tax. In addition, certain costs related to the Transactions, interest expense related to the portion of the Company's total debt that was required to be repaid on June 1, 2026 and fees related to the Company's AR Facility that was required to be terminated at the closing of the Transactions, are also allocated to Income (loss) from discontinued operations, net of tax. CE's assets and liabilities have been reclassified as held-for-sale in the Company's Consolidated Balance Sheets as of December 31, 2025, which were previously classified as held-for-use. All disclosures have been updated to reflect these changes. See Note 4, Dispositions for additional information.

The completion of the Transactions resulted in the exchange of one share of CE Holdings common stock for one share of Legacy Enviri common stock, and subsequently one share of Enviri common stock for every three shares of CE Holdings common stock. As such, the weighted-average shares outstanding and all earnings per share data for periods prior to the Transaction have been retrospectively adjusted to reflect the impact of the Transactions on the Company's capital structure

Reclassifications

Reclassifications have been made to prior year amounts to conform with current year classifications. These reclassifications did not have a material impact on the Company's Condensed Consolidated Financial Statements, including the notes thereto.

Revision of Previously Issued Financial Statements

During the year ended December 31, 2025, management identified certain errors related to the measurement of certain aspects of the defined benefit pension obligation associated with the U.K. pension plan (the “Plan”) administered by the Company. The errors related to the historic application of certain provisions governing pension benefits in the actuarial estimation of the liabilities for certain acquired pension plans merged into the Plan. The errors were identified by the Company during a review of the Plan in preparation for the potential buy-out of the Plan’s liabilities by an insurance company.

Management evaluated the identified errors in accordance with ASC 250, Accounting Changes and Error Corrections, and applicable SEC guidance, including SAB 99, considering both quantitative and qualitative factors. Management concluded that the errors were not material to the Company’s previously issued consolidated financial statements for any individual period. However, due to the cumulative impact of these errors, the Company revised the prior-period financial statements.

The revisions primarily affected Retirement plan assets and Retained earnings with corresponding impacts to Defined benefit pension income (expense) and Accumulated other comprehensive income (loss). In connection with the revision, the Company also corrected other previously identified immaterial errors. The revision did not impact the Company's previously reported net cash flows or compliance with debt covenants.

The impacts of revising the Condensed Consolidated Statements of Operations for the correction of the errors discussed above and reclassifications related to the Transactions for the periods presented are as follows:

	Three Months Ended June 30, 2025			
(In thousands, except per share amounts)	**As Previously Reported**	**Revision Adjustment**	**Reclassification for Discontinued Operations**	**As Revised and Reclassified**
Revenues from continuing operations:				
Service revenues	$ 505,241	$ (51)	$ (246,231)	$ 258,959
Product revenues	57,013	—	—	57,013
Total revenues	562,254	(51)	(246,231)	315,972
Costs and expenses from continuing operations:				
Cost of services sold	394,811	—	(179,908)	214,903
Cost of products sold	68,339	—	—	68,339
Selling, general and administrative expenses	95,503	—	(41,730)	53,773
Research and development expenses	995	—	(220)	775
Property, plant and equipment impairment charge	7,386	—	—	7,386
Other expense (income), net	2,411	—	(32)	2,379
Total costs and expenses	569,445	—	(221,890)	347,555
Operating income (loss) from continuing operations	(7,191)	(51)	(24,341)	(31,583)
Interest income	470	—	(56)	414
Interest expense	(27,600)	—	18,861	(8,739)
Facility fees and debt-related income (expense)	(2,619)	—	2,465	(154)
Defined benefit pension income (expense)	(5,387)	(168)	—	(5,555)
Income (loss) from continuing operations before income taxes and equity in income	(42,327)	(219)	(3,071)	(45,617)
Income tax benefit (expense) from continuing operations	(3,609)	13	4,501	905
Equity in income (loss) of unconsolidated entities, net	44	—	—	44
Income (loss) from continuing operations	(45,892)	(206)	1,430	(44,668)
Discontinued operations:				
Income (loss) from discontinued operations	(889)	—	3,071	2,182
Income tax benefit (expense) from discontinued operations	232	—	(4,501)	(4,269)
Income (loss) from discontinued operations, net of tax	(657)	—	(1,430)	(2,087)
Net income (loss)	(46,549)	(206)	—	(46,755)
Less: Net loss (income) attributable to noncontrolling interests	(1,058)	—	—	(1,058)
Net income (loss) attributable to Enviri Corporation	$ (47,607)	$ (206)	$ —	$ (47,813)
Amounts attributable to Enviri Corporation common stockholders:				
Income (loss) from continuing operations, net of tax	$ (46,950)	$ (206)	$ 1,430	$ (45,726)
Income (loss) from discontinued operations, net of tax	(657)	—	(1,430)	(2,087)
Net income (loss) attributable to Enviri Corporation common stockholders	$ (47,607)	$ (206)	$ —	$ (47,813)
Weighted-average shares of common stock outstanding [(a)]	26,876	26,876	26,876	26,876
Basic earnings (loss) per share attributable to Enviri Corporation common stockholders: [(b)]				
Continuing operations	$ (1.75)	$ (0.01)	$ 0.05	$ (1.70)
Discontinued operations	(0.02)	—	(0.05)	(0.08)
Basic earnings (loss) per share attributable to Enviri Corporation common stockholders	$ (1.77)	$ (0.01)	$ —	$ (1.78)

(In thousands, except per share amounts)	Three Months Ended June 30, 2025 As Previously Reported	Revision Adjustment	Reclassification for Discontinued Operations	As Revised and Reclassified
Diluted weighted-average shares of common stock outstanding [(a)]	26,876	26,876	26,876	26,876
Diluted earnings (loss) per share attributable to Enviri Corporation common stockholders: [(a)]				
Continuing operations	$ (1.75)	$ (0.01)	$ 0.05	$ (1.70)
Discontinued operations	(0.02)	—	(0.05)	(0.08)
Diluted earnings (loss) per share attributable to Enviri Corporation common stockholders	$ (1.77)	$ (0.01)	$ —	$ (1.78)

(In thousands, except per share amounts)	Six Months Ended June 30, 2025 As Previously Reported	Revision Adjustment	Reclassification for Discontinued Operations	As Revised and Reclassified
Revenues from continuing operations:				
Service revenues	$ 982,081	$ (427)	$ (481,086)	$ 500,568
Product revenues	128,457	—	—	128,457
Total revenues	1,110,538	(427)	(481,086)	629,025
Costs and expenses from continuing operations:				
Cost of services sold	767,213	—	(353,499)	413,714
Cost of products sold	119,700	1,017	—	120,717
Selling, general and administrative expenses	184,611	—	(78,767)	105,844
Research and development expenses	1,462	—	(153)	1,309
Property, plant and equipment impairment charge	7,386	—	—	7,386
Other expense (income), net	6,702	—	(112)	6,590
Total costs and expenses	1,087,074	1,017	(432,531)	655,560
Operating income (loss) from continuing operations	23,464	(1,444)	(48,555)	(26,535)
Interest income	924	—	(56)	868
Interest expense	(54,174)	—	36,729	(17,445)
Facility fees and debt-related income (expense)	(5,231)	—	4,661	(570)
Defined benefit pension income (expense)	(10,420)	(336)	—	(10,756)
Income (loss) from continuing operations before income taxes and equity in income	(45,437)	(1,780)	(7,221)	(54,438)
Income tax benefit (expense) from continuing operations	(11,555)	5,958	9,922	4,325
Equity in income (loss) of unconsolidated entities, net	72	—	—	72
Income (loss) from continuing operations	(56,920)	4,178	2,701	(50,041)
Discontinued operations:				
Income (loss) from discontinued operations	(2,468)	—	7,221	4,753
Income tax benefit (expense) from discontinued operations	644	—	(9,922)	(9,278)
Income (loss) from discontinued operations, net of tax	(1,824)	—	(2,701)	(4,525)
Net income (loss)	(58,744)	4,178	—	(54,566)
Less: Net loss (income) attributable to noncontrolling interests	(2,259)	—	—	$ (2,259)
Net income (loss) attributable to Enviri Corporation	$ (61,003)	$ 4,178	$ —	$ (56,825)
Amounts attributable to Enviri Corporation common stockholders:				
Income (loss) from continuing operations, net of tax	$ (59,179)	$ 4,178	$ 2,701	$ (52,300)
Income (loss) from discontinued operations, net of tax	(1,824)	—	(2,701)	(4,525)
Net income (loss) attributable to Enviri Corporation common stockholders	$ (61,003)	$ 4,178	$ —	$ (56,825)
Weighted-average shares of common stock outstanding [(a)]	26,827	26,827	26,827	26,827

(In thousands, except per share amounts)	Six Months Ended June 30, 2025 As Previously Reported	Revision Adjustment	Reclassification for Discontinued Operations	As Revised and Reclassified
Basic earnings (loss) per share attributable to Enviri Corporation common stockholders: [b]				
Continuing operations	$ (2.21)	$ 0.16	$ 0.10	$ (1.95)
Discontinued operations	(0.07)	—	(0.10)	$ (0.17)
Basic earnings (loss) per share attributable to Enviri Corporation common stockholders	$ (2.27)	$ 0.16	$ —	$ (2.12)
Diluted weighted-average shares of common stock outstanding [a]				
Diluted earnings (loss) per share attributable to Enviri Corporation common stockholders: [b]				
Continuing operations	$ (2.21)	$ 0.16	$ 0.10	$ (1.95)
Discontinued operations	(0.07)	—	(0.10)	(0.17)
Diluted earnings (loss) per share attributable to Enviri Corporation common stockholders	$ (2.27)	$ 0.16	$ —	$ (2.12)

(a) Weighted-average shares outstanding and earnings per share amounts for periods prior to the completion of the Transactions have been retrospectively adjusted to reflect the impact of the Transactions on the Company's capital structure.
(b) Earnings (loss) per share attributable to Enviri Corporation common stockholders is calculated based on actual amounts. As a result, these per share amounts may not total due to rounding.

The impact of revising the Condensed Consolidated Statements of Comprehensive Income (Loss) for the periods presented are as follows:

	Three Months Ended June 30, 2025			Six Months Ended June 30, 2025		
(In thousands, except per share amounts)	As Previously Reported	Revision Adjustment	As Revised	As Previously Reported	Revision Adjustment	As Revised
Net income (loss)	$ (46,549)	$ (206)	$ (46,755)	$ (58,744)	$ 4,178	$ (54,566)
Other comprehensive income (loss):						
Foreign currency translation adjustments, net of deferred taxes	22,947	(1,145)	21,802	38,670	(1,767)	36,903
Pension liability adjustment, net of deferred taxes	(11,122)	72	(11,050)	(15,328)	90	(15,238)
Total other comprehensive income (loss)	10,033	(1,073)	8,960	18,751	(1,677)	17,074
Total comprehensive income (loss)	(36,516)	(1,279)	(37,795)	(39,993)	2,501	(37,492)
Comprehensive income (loss) attributable to Enviri Corporation	$ (38,362)	$ (1,279)	$ (39,641)	$ (43,407)	$ 2,501	$ (40,906)

The impact of revising the Condensed Consolidated Statements of Cash Flows for the period presented is as follows:

(In thousands, except per share amounts)	Six Months Ended June 30, 2025 As Previously Reported	Revision Adjustment	Reclassification Adjustment [(a)]	As Revised and Reclassified
Cash flows from operating activities:				
Net income (loss)	$ (58,744)	$ 4,178	$ —	$ (54,566)
Deferred income tax (benefit) expense	(2,387)	(5,612)	—	(7,999)
Changes in assets and liabilities, net of acquisitions and dispositions of businesses:				
Accounts receivable	(14,314)	427	—	(13,887)
Inventories	(8,300)	1,017	—	(7,283)
Retirement plan liabilities, net	9,381	336	—	9,717
Reserve for contracts	—	—	(6,477)	(6,477)
Other assets and liabilities	5,745	(346)	6,477	11,876
Net cash (used) provided by operating activities	28,573	—	—	28,573
Net cash (used) provided by investing activities	(61,242)	—	—	(61,242)
Net cash (used) provided by financing activities	54,128	—	—	54,128
Effect of exchange rate changes on cash and cash equivalents, including restricted cash	1,918	—	—	1,918
Net increase (decrease) in cash and cash equivalents, including restricted cash and cash included in Current portion of assets held-for-sale	23,377	—	—	23,377
Cash and cash equivalents, including restricted cash and cash included in Current portion of assets held-for-sale, at beginning of period	90,158	—	—	90,158
Cash and cash equivalents, including restricted cash, at end of period	$ 113,535	$ —	$ —	$ 113,535

(a) Reclassifications have been made to conform with current year presentation.

The impact of revising the Condensed Consolidated Statements of Equity for all periods presented are as follows:

(In thousands, except share amounts)	As Previously Reported Enviri Corporation Stockholders' Equity Common Stock Issued	Treasury	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total
Balances, December 31, 2024	$ 146,844	$ (851,881)	$ 255,102	$ 1,400,347	$ (538,964)	$ 38,151	$ 449,599
Net income (loss)	—	—	—	(13,396)	—	1,201	(12,195)
Total other comprehensive income (loss), net of deferred income taxes of $2,487	—	—	—	—	8,351	367	8,718
Vesting of restricted stock units and other stock grants, net 284,643 shares	636	(1,357)	(636)	—	—	—	(1,357)
Vesting of performance share units, net 14,860 shares	35	(122)	(35)	—	—	—	(122)
Amortization of unearned stock-based compensation, net of forfeitures	—	—	4,044	—	—	—	4,044
Balances, March 31, 2025	$ 147,515	$ (853,360)	$ 258,475	$ 1,386,951	$ (530,613)	$ 39,719	$ 448,687
Net income (loss)	—	—	—	(47,607)	—	1,058	(46,549)
Total other comprehensive income (loss), net of deferred income taxes of $3,934	—	—	—	—	9,245	788	10,033
Vesting of restricted stock units and other stock grants, net 144,761 shares	191	(56)	(191)	—	—	—	(56)
Amortization of unearned portion of stock-based compensation, net of forfeitures	—	—	5,716	—	—	—	5,716
Balances, June 30, 2025	$ 147,706	$ (853,416)	$ 264,000	$ 1,339,344	$ (521,368)	$ 41,565	$ 417,831

	Revision Adjustment						
	Enviri Corporation Stockholders' Equity						
	Common Stock						
(In thousands, except share amounts)	Issued	Treasury	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total
Balances, December 31, 2024	$ —	$ —	$ —	$ (21,512)	$ 1,579	$ —	$ (19,933)
Net income (loss)	—	—	—	4,383	—	—	4,383
Total other comprehensive income (loss)	—	—	—	—	(604)	—	(604)
Vesting of restricted stock units and other stock grants	—	—	—	—	—	—	—
Vesting of performance share units	—	—	—	—	—	—	—
Amortization of unearned stock-based compensation, net of forfeitures	—	—	—	—	—	—	—
Balances, March 31, 2025	$ —	$ —	$ —	$ (17,129)	$ 975	$ —	$ (16,154)
Net income (loss)	—	—	—	(206)	—	—	(206)
Total other comprehensive income (loss)	—	—	—	—	(1,073)	—	(1,073)
Vesting of restricted stock units and other stock grants	—	—	—	—	—	—	—
Amortization of unearned portion of stock-based compensation, net of forfeitures	—	—	—	—	—	—	—
Balances, June 30, 2025	$ —	$ —	$ —	$ (17,335)	$ (98)	$ —	$ (17,433)

	As Revised						
	Enviri Corporation Stockholders' Equity						
	Common Stock						
(In thousands, except share amounts)	Issued	Treasury	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total
Balances, December 31, 2024	$ 146,844	$ (851,881)	$ 255,102	$ 1,378,835	$ (537,385)	$ 38,151	$ 429,666
Net income (loss)	—	—	—	(9,013)	—	1,201	(7,812)
Total other comprehensive income (loss), net of deferred income taxes of $2,487	—	—	—	—	7,747	367	8,114
Vesting of restricted stock units and other stock grants, net 284,643 shares	636	(1,357)	(636)	—	—	—	(1,357)
Vesting of performance share units, net 14,860 shares	35	(122)	(35)	—	—	—	(122)
Amortization of unearned stock-based compensation, net of forfeitures	—	—	4,044	—	—	—	4,044
Balances, March 31, 2025	$ 147,515	$ (853,360)	$ 258,475	$ 1,369,822	$ (529,638)	$ 39,719	$ 432,533
Net income (loss)	—	—	—	(47,813)	—	1,058	(46,755)
Total other comprehensive income (loss), net of deferred income taxes of $3,934	—	—	—	—	8,172	788	8,960
Vesting of restricted stock units and other stock grants, net 144,761 shares	191	(56)	(191)	—	—	—	(56)
Amortization of unearned portion of stock-based compensation, net of forfeitures	—	—	5,716	—	—	—	5,716
Balances, June 30, 2025	$ 147,706	$ (853,416)	$ 264,000	$ 1,322,009	$ (521,466)	$ 41,565	$ 400,398

Going Concern

The Company's cash flow forecasts, existing cash and cash equivalents and borrowings available under the Senior Secured Credit Facilities indicate sufficient liquidity to fund the Company's operations for at least the next twelve months. As such, the Company's unaudited Consolidated Financial Statements have been prepared on the basis that it will continue as a going concern for a period extending beyond twelve months from the date the unaudited Consolidated Financial Statements are issued. This assessment includes the expected ability to meet required financial covenants and the continued ability to draw down on the Senior Secured Credit Facilities (see Note 8, Debt and Credit Agreements).

2. Recently Adopted and Recently Issued Accounting Standards

The following accounting standards were adopted during the six months ended June 30, 2026:

The Company adopted a change issued by the FASB that provides an optional practical expedient for estimating future credit losses on current accounts receivable and current contract assets that arise from certain contracts with customers. The adoption of this change did not have a material impact on the Company's financial statements.

The Company adopted changes issued by the FASB, which required greater disaggregation of income tax disclosures, related to the income tax rate reconciliation and income taxes paid for each annual reporting period. The Company applied the new disclosure requirements prospectively to its annual report for the year ended December 31, 2025. The adoption of these changes did not have a material impact on the Company's consolidated financial statements.

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

In May 2026, the FASB issued an update that provides authoritative guidance on the recognition, measurement and presentation of environmental credits and compliance obligations that may be settled using environmental credits. This update defines environmental credit obligations and establishes recognition criteria, subsequent measurement and disclosure requirements. This guidance should be applied on a retrospective basis. This update becomes effective starting with the Company's annual financial statements for the year ended December 31, 2028 and includes the interim periods within each annual reporting period. Early adoption is permitted. The Company is currently evaluating the impact that this update will have on the Company's financial statements and disclosures.

In December 2025, the FASB issued an update that provides authoritative guidance on the recognition, measurement and presentation of government grants received by business entities. This update defines government grants and establishes recognition criteria and disclosure requirements. This update becomes effective starting with the Company's annual financial statements for the year ended December 31, 2028 and includes the interim periods within each annual reporting period. Early adoption is permitted. The Company is currently evaluating the impact that this update will have on the Company's financial statements.

In November 2024, the FASB issued changes which require disaggregated disclosure of income statement expenses within the footnotes to the financial statement for each interim and annual reporting period. The changes become effective starting with the Company's annual financial statements for the year ended December 31, 2027 and will be in effect for the Company's interim financial statements after December 31, 2027. The guidance should be applied on a prospective basis with the option to apply the standard retrospectively. Early adoption is permitted. The Company is currently evaluating the impact that this change will have on the Company's disclosures.

3. Contract Exits

Rail had been manufacturing engineered-to-order ("ETO") equipment under significant long-term, fixed-price contracts with Network Rail and Deutsche Bahn.

In June 2026, the Company informed Network Rail that it had ceased all activities relating to its ETO contract to build stoneblower rail maintenance vehicles, and the associated manufacturing facilities have been closed. Also, in June 2026, the Company ceased all activities relating to its ETO contract to deliver utility track vehicles with Deutsche Bahn. As a result of these actions, the Company recorded a loss of $207.4 million during the quarter ended June 30, 2026, which includes the non-cash impairment charges of $40.5 million related to net contract assets, $21.5 million of inventory and $12.9 million of prepaid balances specific to the projects, as well as an estimated incremental liability of approximately $133 million to address future obligations related to these contracts. Of this loss, $136.5 million was recorded as a reduction to Product revenues - Rail contract exit-related adjustments and $70.9 million to Costs of products sold - Rail contract exit-related adjustments in the Condensed Consolidated Statements of Operations.

On August 10, 2026, Network Rail notified the Company of its alleged breach under the contract and its intention to reach resolution of contractual damages as a result. The Company intends to vigorously contest any damages based on multiple available defenses. Additionally, the Company has proposed an alternative solution to assist Network Rail in significantly extending the life of their existing fleet of stoneblower machines. It is possible that the estimate of the loss could change based on ongoing discussions with Network Rail, or if the ultimate outcome to this matter were to be determined through litigation.

On August 10, 2026, the Company entered into a definitive agreement with Gleisbaumechanik Brandenburg GmbH ("GBM"), a manufacturing partner on the Deutsche Bahn contract, to sell all assets related to the contract, including inventory and intellectual property, to GBM.

Through the proceeds from the CE Holdings Note set aside in the Company's initial balance sheet subsequent to the closing of the Transactions, the Company has sufficient cash available to settle any cash payments required to exit these contracts.

4. Dispositions

As discussed above in Note 1, Basis of Presentation, the transactions contemplated by the Separation Agreement and the Merger Agreement were completed on June 1, 2026, which included the sale of Legacy Enviri's Clean Earth segment to Veolia for a total purchase price of $3.0 billion, subject to customary post-closing adjustments. Of the total purchase price, $1.3 billion of cash proceeds was paid directly to the stockholders of CE Holdings, the former stockholders of Legacy Enviri, and the remaining $1.7 billion was settled through the CE Holdings Note.

The $1.3 billion of cash proceeds that was paid directly to the stockholders of CE Holdings is not recognized in the Condensed Consolidated Financial Statements.

CE's balance sheet positions as of December 31, 2025 are presented as Assets-held-for sale and Liabilities of assets held-for-sale in the Company's Condensed Consolidated Balance Sheets and are summarized as follows:

(in thousands)	**December 31, 2025**
Cash and cash equivalents	$ 185
Other receivables	3,303
Inventories	8,829
Prepaid expenses	9,475
Other current assets	2,381
Plant, property and equipment	275,565
Right-of-use assets, net	98,055
Goodwill	379,299
Intangible assets, net	256,993
Other assets	3,143
Total assets [(a)]	$ 1,037,228
Current maturities of long-term debt	$ 11,501
Accounts payable	75,661
Accrued compensation	24,201
Current portion of operating lease liabilities	18,423
Other current liabilities	44,479
Long-term debt	50,237
Operating lease liabilities	81,281
Environmental liabilities	19,151
Deferred tax liabilities	49,856
Other liabilities	13,789
Total liabilities	$ 388,579

(a) Excludes Trade accounts receivable, net, since CE's balances were sold to PNC Bank, National Association ("PNC") as part of the AR Facility as of December 31, 2025.

CE was historically reported as a separate reportable segment, with primary operations in the U.S. In accordance with U.S. GAAP, the results of CE are presented as discontinued operations and, as such, have been excluded from both continuing operations and segment results for the three and six months ended June 30, 2026 and 2025. Certain key selected financial information included in net income from discontinued operations for CE is as follows:

	Three Months Ended June 30		Six Months Ended June 30	
(in thousands)	**2026**	**2025**	**2026**	**2025**
Amounts directly attributable to Clean Earth:				
Service revenues	**$ 158,964**	$ 246,231	**$ 384,719**	$ 481,086
Cost of services sold	**115,986**	179,908	**284,763**	353,499
Income (loss) from discontinued operations	**2,426**	25,339	**18,999**	48,465
Additional amounts allocated to Clean Earth:				
Selling, general and administrative expenses	**$ —**	$ 2,143	**$ —**	$ 2,143
Other (income) expense, net [(a)]	**72,992**	—	**84,017**	—
Interest expense	**12,719**	17,660	**30,880**	34,440
Facility fees and debt-related income (expense) [(b)]	**7,199**	2,465	**9,273**	4,661

(a) The Company has allocated directly attributable transaction costs to Discontinued Operations, including accelerated stock compensation expense and retention payments for CE employees.
(b) Primarily includes fees related to the AR Facility. The 2026 amounts also include the write-off of deferred financing costs of $5.6 million and Credit Facility amendment refinancing fees of $0.2 million.

The Company has retained corporate overhead expenses previously allocated to CE of $1.3 million and $1.9 million for the three months ended June 30, 2026 and 2025, respectively, and $3.2 million and $3.9 million for the six months ended June 30, 2026 and 2025, respectively, as part of Selling, general and administrative expenses on the Company's Condensed Consolidated Statements of Operations.

The following is selected financial information included on the Company's Condensed Consolidated Statements of Cash Flows attributable to CE:

	Six Months Ended June 30	
(in thousands)	**2026**	**2025**
Cash flows from operating activities (non-cash)		
Depreciation	**$ 18,659**	$ 19,169
Amortization	**9,882**	11,771
Cash flows from investing activities		
Purchases of property, plant and equipment	**(26,765)**	(18,792)

5. Trade Accounts Receivables and Other Receivables

Accounts receivable consist of the following:

(In thousands)	**June 30 2026**	**December 31 2025**
Trade accounts receivable	**$ 259,516**	$ 278,488
Less: Allowance for expected credit losses	**(9,786)**	(11,049)
Trade accounts receivable, net	**$ 249,730**	$ 267,439
Other receivables (a)	**$ 28,938**	$ 43,627

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

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

	Three Months Ended June 30		Six Months Ended June 30	
(In thousands)	**2026**	**2025**	**2026**	**2025**
Change in provision for expected credit losses	**$ 91**	$ (2,143)	**$ 181**	$ (2,037)

At June 30, 2026, $7.1 million of the Company's trade accounts receivable were past due by twelve months or more, with $5.7 million of this amount reserved. The change in provision for credit losses for the three and six months ended June 30, 2025 included the recovery of $2.2 million of a previously reserved balance for an HE customer who became insolvent in the fourth quarter of 2024.

Accounts Receivable Securitization Facility

In June 2022, the Company and its SPE entered into an AR Facility with PNC to accelerate cash flows from trade accounts receivable. On October 1, 2024, the Company renewed the AR Facility for a three-year term expiring in October 2027. The maximum purchase commitment by PNC was $160.0 million, as amended in February 2025. On June 1, 2026, the AR Facility was terminated in connection with the Transactions and the full balance of $160.0 million was repurchased from PNC, which is reflected in Accounts receivable on the Condensed Consolidated Statements of Cash Flows.

Prior to the termination of the AR Facility, the total outstanding balance of trade receivables that have been sold and derecognized by the SPE was $160.0 million as of December 31, 2025. The SPE owned $47.5 million of trade receivables as of December 31, 2025 which was included in the caption Trade accounts receivable, net, on the Condensed Consolidated Balance Sheets.

No proceeds were received from the AR Facility during the six months ended June 30, 2026. The Company received proceeds of $10.0 million during the six months ended June 30, 2025.

Factoring Arrangements

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

(In millions)	**June 30 2026**	**December 31 2025**
Net amounts sold under factoring arrangements	**$ 16.3**	$ 16.4
Program capacities	**20.6**	21.1

6. Inventories

Inventories consist of the following:

(In thousands)	**June 30 2026**	**December 31 2025**
Finished goods	**$ 12,562**	$ 10,484
Work-in-process	**11,026**	13,679
Raw materials and purchased parts [(a)]	**69,563**	107,056
Stores and supplies	**40,943**	40,499
Total inventories	**$ 134,094**	$ 171,718

(a) Decrease during the six months ended June 30, 2026 includes the impairment of inventories as a result of the Company's decision to exit certain Rail contracts. See Note 3, Contract Exits for additional details.

7. Property, Plant and Equipment

Property, plant and equipment consist of the following:

(In thousands)	June 30 2026	December 31 2025
Land and improvements	$ 24,222	$ 24,541
Buildings and improvements	161,454	162,000
Machinery and equipment	1,461,842	1,493,339
Uncompleted construction	34,101	25,520
Gross property, plant and equipment	1,681,619	1,705,400
Less: Accumulated depreciation	(1,276,225)	(1,281,301)
Property, plant and equipment, net	$ 405,394	$ 424,099

8. Leases*

The components of lease expense were as follows:

	Three Months Ended June 30		Six Months Ended June 30	
(In thousands)	2026	2025	2026	2025
Finance leases:				
Depreciation expense	$ 1,597	$ 1,551	$ 3,262	$ 2,818
Interest on lease liabilities	358	367	735	701
Operating leases	3,282	3,626	6,678	6,913
Variable and short-term lease expense	8,244	8,018	17,164	15,721
Sublease income	(2)	(1)	(4)	(3)
Total lease expense	$ 13,479	$ 13,561	$ 27,835	$ 26,150

* Previously issued 2025 amounts have been revised due to the correction of immaterial errors, as identified in Note 1, Basis of Presentation under "Revision of Previously Issued Financial Statements".

9. Goodwill and Other Intangible Assets

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

During the six months ended June 30, 2026, the Company determined that there were no events or indicators present that would indicate that it was more-likely-than-not that its reporting unit's fair value was less than its carrying amount, which would require a further interim impairment analysis. However, unfavorable economic conditions, including continued cost inflation, could impact the Company's future projected cash flows and discount rates used to estimate fair value, which could result in an impairment charge to the Company's reporting unit in a future period.

10. Debt and Credit Agreements

Long-term debt consists of the following:

(In thousands)	June 30 2026	December 31 2025
Senior Secured Credit Facilities:		
Term Loan	**$ 370,694**	$ 477,500
Revolving Credit Facility	**—**	526,000
5.75% Senior Notes	**—**	475,000
Other financing payable (including finance leases) in varying amounts	**21,968**	26,763
Total debt obligations	**392,662**	1,505,263
Less: deferred financing costs	**(3,654)**	(10,818)
Total debt obligations, net of deferred financing costs	**389,008**	1,494,445
Less: current maturities of long-term debt	**(8,469)**	(14,373)
Long-term debt	**$ 380,539**	$ 1,480,072

On June 1, 2026, in connection with the completion of the Transactions, the Company repaid $1.2 billion of its outstanding total debt balance, which included the repayment of $628.0 million of borrowings previously outstanding under the Revolving Credit Facility, partial repayment of $105.6 million of the Term Loan and the $475.0 million redemption of the Senior Notes. As a result of these repayments, the Company expensed $3.7 million of previously deferred financing costs pertaining to the Senior Secured Credit Facilities and $1.5 million of previously deferred costs pertaining to the Senior Notes, which are included in Income (loss) from discontinued operations on the Company's Condensed Consolidated Statements of Operations.

In February 2026, the Company amended its Senior Secured Credit Facilities to extend the maturity date of its $50.0 million non-extended revolving credit facility from March 10, 2026 to the earlier of (i) July 1, 2026 and (ii) the date on which the Company's Clean Earth segment is sold to Veolia in connection with the Company's Merger Agreement. As described above, the sale of Clean Earth was completed on June 1, 2026 and, as a result, the $50.0 million portion of the non-extended revolving credit facility was repaid on June 1, 2026. The capacity on the Revolving Credit Facility was reduced to $152.0 million and as a result the Company expensed $2.8 million of previously deferred costs, which are included in the preceding paragraph.

In November 2025, the Company entered into an amendment to the Credit Agreement to, among other things, modify certain levels of its total Net Debt to Consolidated Adjusted EBITDA ratio covenant and permit a distribution of CE, together with certain related transactions, including repayments of certain of the Company's existing indebtedness. The Company obtained the amendment because its forward-looking projections indicated that it may not meet the minimum level required by the net leverage coverage ratio and to allow for the strategic alternatives the Company was evaluating at that time. As a result of this amendment and the distribution of CE, the total Net Debt to Consolidated Adjusted EBITDA ratio covenant was set to 3.00x for the quarter ended June 30, 2026 and for each quarter thereafter. The Company expects that it will maintain compliance with the amended covenants based on current forecasts. The Interest Coverage Ratio remained at 2.50x. The Company capitalized $1.8 million of fees incurred related to the amendment.

In February 2025, the Company entered into an amendment to the Credit Agreement to reset the levels of its covenants, among other changes. As a result of this amendment, the Interest Coverage Ratio was set to a minimum of 2.50x for each quarter ended after December 31, 2024.

At June 30, 2026, as calculated pursuant to the Credit Agreement, the Company was in compliance with all covenants for its Senior Secured Credit Facilities, as the total Net Debt to Consolidated Adjusted EBITDA ratio was 1.94x and the total Interest Coverage Ratio was 4.60x. Based on balances and covenants in effect at June 30, 2026, the Company could increase Net Debt by $160.5 million and still be in compliance with these debt covenants. Alternatively, Consolidated Adjusted EBITDA could decrease by $53.5 million or interest expense could increase by $27.6 million and the Company would remain in compliance with these covenants.

The Company believes it will continue to maintain compliance with these covenants based on its current outlook. However, the Company's estimates of compliance with these covenants could change in the future with a deterioration in economic conditions including softness in certain markets, higher than forecasted interest rate increases, the timing of working capital including the collection of receivables, an inability to realize increased pricing and implement cost reduction initiatives that mitigate the impacts of inflation and other factors that may adversely impact its compliance with covenants.

The Credit Agreement imposes certain restrictions including, but not limited to, restrictions as to types and amounts of debt of liens that may be incurred by the Company; limitations on increases in dividend payments; limitations on repurchases of the Company’s stock and limitations on certain acquisitions by the Company.

With respect to the Senior Secured Credit Facilities, the obligations of the Company are guaranteed by substantially all of the Company’s current and future wholly-owned domestic subsidiaries (“Guarantors”). All obligations under the Senior Credit Facility, and the guarantees of those obligations, are secured, subject to certain exceptions, by substantially all of the Company’s assets and the assets of the Guarantors.

The Credit Agreement requires certain mandatory prepayments of the Term Loan, subject to certain exceptions, based on net cash proceeds of certain sales or distributions of assets, as well as certain casualty and condemnation events, in some cases subject to reinvestment rights and certain other exceptions; net cash proceeds of any issuance of debt, excluding permitted debt issuances; and a percentage of excess cash flow, as defined by the Credit Agreement, during a fiscal year.

Facility Fees and Debt-Related Income (Expense)

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

	Three Months Ended June 30		Six Months Ended June 30	
(In thousands)	**2026**	**2025**	**2026**	**2025**
Unused debt commitment and amendment fees	**$ (90)**	$ 127	**$ (96)**	$ 8
Factoring fees	**(228)**	(281)	**(442)**	(578)
Facility fees and debt-related income (expense)	**$ (318)**	$ (154)	**$ (538)**	$ (570)

11. Employee Benefit Plans*

Defined Benefit Pension Plan Net Periodic Pension Cost (Benefit) (In thousands)	Three Months Ended June 30 U.S. Plans 2026	U.S. Plans 2025	International Plans 2026	International Plans 2025
Service costs	**$ —**	$ —	**$ 263**	$ 324
Interest costs	**2,032**	2,313	**7,499**	7,918
Expected return on plan assets	**(2,287)**	(2,561)	**(7,749)**	(6,940)
Recognized prior service costs	**—**	—	**110**	123
Recognized actuarial losses	**750**	785	**3,817**	3,963
Defined benefit pension plan net periodic pension cost (benefit)	**$ 495**	$ 537	**$ 3,940**	$ 5,388

Defined Benefit Pension Plans Net Periodic Pension Cost (Benefit) (In thousands)	Six Months Ended June 30 U.S. Plans 2026	U.S. Plans 2025	International Plans 2026	International Plans 2025
Service costs	**$ —**	$ —	**$ 523**	$ 627
Interest costs	**4,063**	4,626	**14,871**	15,305
Expected return on plan assets	**(4,574)**	(5,123)	**(15,553)**	(13,439)
Recognized prior service costs	**—**	—	**218**	236
Recognized actuarial losses	**1,501**	1,570	**7,571**	7,661
Defined benefit pension plans net periodic pension cost (benefit)	**$ 990**	$ 1,073	**$ 7,630**	$ 10,390

Cash contributions to U.S. and international defined benefit pension plans totaled $0.8 million and $0.4 million for the six months ended June 30, 2026, respectively. The Company's estimate of expected cash contributions to be paid during the remainder of 2026 for the U.S. and international defined benefit pension plans is $0.8 million and $0.4 million, respectively.

* Previously issued 2025 amounts have been revised due to the correction of immaterial errors, as identified in Note 1, Basis of Presentation under "Revision of Previously Issued Financial Statements".

12. Income Taxes*

Income tax expense from continuing operations for the three and six months ended June 30, 2026 was $40.5 million and $45.7 million, respectively, compared with $0.9 million and $4.3 million income tax benefit for the three and six months ended June 30, 2025, respectively. The change is primarily due to $34.0 million tax expense related to the valuation allowance establishment of prior year deferred tax assets in the U.S. as a result of the CE divestiture during the three and six months ended June 30, 2026, which did not occur during the three and six months ended June 30, 2025. In addition, no tax benefit was recorded on the total net loss of $207.4 million recognized during the three and six months ended June 30, 2026 related to the Company's decision to exit its contracts with Network Rail and Deutsche Bahn, as well as on the costs of $28.3 million and $29.7 million incurred during the three and six months ended June 30, 2026, respectively, related to the Transactions.

The reserve for uncertain tax positions on June 30, 2026 and December 31, 2025 was $6.0 million and $6.7 million, respectively, including interest and penalties. Within the next twelve months, it is reasonably possible that $2.0 million in unrecognized income tax benefits will be recognized upon settlement of tax examinations and the expiration of various statutes of limitations.

* Previously issued 2025 amounts have been revised due to the correction of immaterial errors, as identified in Note 1, Basis of Presentation under "Revision of Previously Issued Financial Statements".

13. Commitments and Contingencies

Environmental

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

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

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

(In thousands)	June 30 2026	December 31 2025
Current portion of environmental liabilities (a)	**$ 8,009**	$ 9,020
Long-term environmental liabilities	**19,105**	19,105
Total environmental liabilities	**$ 27,114**	$ 28,125

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

Legal Proceedings

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

On January 27, 2020, the EPA issued a Notice of Potential Liability to the Company, along with several other companies, concerning the Newtown Creek Superfund Site located in Kings and Queens Counties in New York, which alleges certain facilities formerly owned or operated by subsidiaries of the Company may have resulted in the discharge of hazardous substances into Newtown Creek or its Dutch Kills tributary. The site has been subject to CERCLA response activities since approximately 2011. The EPA expects to issue a Record of Decision for the sitewide cleanup plan no sooner than 2028 and announced, in July 2021, that it would defer its decision on a potential early action response for the lower two miles of the Creek until the site-wide studies are completed. On August 28, 2024, the EPA released a proposed plan for clean up of the East Branch portion of Newtown Creek. On January 17, 2025, the EPA released its decision approving this early action remedy for the East Branch. The Company is one of 30 PRPs that have received notices, though it is believed other PRPs may exist. The Company vigorously contests the allegations of this notice and currently does not believe that this matter will have a material effect on the Company’s condensed consolidated financial statements.

The Company has had ongoing meetings with the SCE over processing salt cakes, a processing byproduct, stored at the Al Hafeerah site. The Company’s Bahrain operations that produced the salt cakes have ceased operations. An Environmental Impact Assessment and Technical Feasibility Study for facilities to process the salt cakes was approved by the SCE during the first quarter of 2018. Commissioning of the facilities was completed during the third quarter of 2021 and the processing of the salt cakes has commenced, with the expectation that the Company would be able to sell the products that resulted from the processing in an amount that would cover the processing costs. During the fourth quarter of 2024, the Company concluded that, despite significant commercial efforts and ongoing discussions with the SCE, it could not sufficiently recover the processing costs from these sales as it had previously estimated and, as such, recorded an additional provision of $27.2 million. During the fourth quarter of 2025, the Company recorded an additional provision of $5.0 million based on the current expected recovery of the processing costs, including the agreement to sell a significant quantity of processed material to a regional buyer. The Company is currently exploring other options to resolve this matter in a cost-effective manner, including engaging certain entities to remove the remaining salt cakes from Bahrain, subject to a suitability analysis. The Company's current reserve of $26.5 million at June 30, 2026 represents the Company's best estimate of the net costs to fully resolve this matter. The Company will continue to evaluate this reserve and any future change in estimated costs which could be material to the Company’s results of operations in any single period.

On July 27, 2018, Brazil's Federal and Rio de Janeiro State Public Prosecution Offices (the "MPF" and "MPE", respectively) filed a Civil Public Action against CSN, one of the Company's customers, the Company's Brazilian subsidiary, the Municipality of Volta Redonda, Brazil, and the Instituto Estadual do Ambiente, the state of Rio de Janeiro's environmental protection agency, seeking the implementation of various measures to limit and reduce the accumulation of customer-owned slag at the site in Brazil. On August 6, 2018, the 3rd Federal Court in Volta Redonda (the "3rd Volta Redonda Court") granted the MPF and MPE an injunction against the defendants requiring, among other things, CSN and the Company's Brazilian subsidiary to limit the volume of slag sent to the site. Because the customer owns the site and the slag located on the site, the Company believes that complying with this injunction is the steel producer's responsibility. Nevertheless, the 3rd Volta Redonda Court issued two orders fining the Company and CSN for what it viewed as violations of the injunction. The Company appealed the fines and the underlying injunction and, beginning on March 25, 2022, the 3rd Volta Redonda Court entered a series of orders suspending the litigation proceedings and staying any additional fines and interest accruals while the parties discuss a possible resolution to the matter. The aggregate amount of fines levied against the Company, exclusive of interest, is approximately 32 million Brazilian reais (or approximately $6 million as of June 30, 2026). On October 5, 2024, the 3rd Volta Redonda Court determined that, as of August 1, 2024, the Company was not responsible for complying with the injunction because the Company no longer operates at the site. In May 2025, the authorities issued a settlement proposal in which CSN would perform remediation at the site and pay approximately 264 million Brazilian reais (or approximately $51 million as of June 30, 2026) and the Company would pay approximately 66 million Brazilian reais (or approximately $13 million as of June 30, 2026) for alleged environmental damage. The Company disputes that environmental damage was caused by the accumulation of slag and, as such, does not agree with the proposed payment. The Company and the other parties continue to discuss a potential resolution related to the portion of the authorities' claims that allegedly occurred prior to August 1, 2024. On September 30, 2025, the public prosecutors pursuing the Civil Public Action initiated a criminal proceeding before the 2nd Federal Court in Volta Redonda (the "2nd Volta Redonda Court") against CSN and the Company and is seeking 431 million Brazilian reais (or approximately $83 million as of June 30, 2026) from the two companies. A majority of the amount sought in this proceeding is identical to, and overlaps with, the damages sought in the Civil Public Action. The 2nd Volta Redonda Court has accepted the complaint from the public prosecutors, and both CSN and the Company submitted their respective defenses in January 2026. The Company denies that any environmental damage occurred and will defend itself vigorously. Because of multiple defenses available, including that the slag is inert and not harmful to the environment, and that the slag deposits do not belong to it, the Company does not believe that a loss relating to this matter is probable.

In October 2021, the Company received a subpoena and two indictments before the Amsterdam District Court in the Netherlands concerning the Company's operations at a customer site in Ijmuiden, Netherlands. The Amsterdam Public Prosecutor's Office ("APPO") issued two indictments against the Company, alleging violations in connection with dust releases and/or events alleged to have occurred in 2018 through May 2020 at the site. The action cited provisions which permit fines for the alleged infractions and sought €0.1 million in fines with a smaller amount held in abeyance. On February 2, 2022, the APPO announced that it would further investigate residents' claims related to this matter. On February 25, 2022, the Amsterdam District Court ruled that the Company was liable for only one alleged violation and that this alleged violation was unintentional. The court issued a fine of €5 thousand, to be held in abeyance. Both the Company and the APPO appealed this ruling. On July 19, 2024, the Court of Appeals ruled that the Company was liable for two intentional violations and issued a fine of €25 thousand. Both the Company and the APPO appealed this ruling. On April 23, 2025, the APPO withdrew its appeal of the Court of Appeal's ruling from July 19, 2024 and the Company withdrew its reciprocal appeal on May 8, 2025. As such, the Court of Appeal's July 19, 2024 ruling has become final and binding. The Company is vigorously contesting all allegations against it and is also working with its customer to ensure the control of emissions. The Company has contractual indemnity rights from its customer that it believes will substantially cover any fines or penalties. Due to multiple defenses available to the Company, including that the majority of the alleged issues relate the customer's operations, the Company does not believe a loss is probable or potentially material.

On July 11, 2018, the Company entered into an agreement with Orion Metals Mining Pty Ltd. ("Orion") to provide slag processing services at Orion's Highveld facility in South Africa. On October 3, 2018, the Company received a demand letter from Orion, asserting that the Company had failed to maintain minimum monthly processing requirements in breach of said agreement. The parties entered arbitration, with Orion filing a Statement of Claim on February 15, 2019, asserting approximately $29.0 million as of June 30, 2026, exclusive of interest, in damages for alleged claims for misrepresentation, rescission and breach of contract. On September 4, 2019, the Company counterclaimed, asserting approximately $3.5 million as of June 30, 2026 against Orion and its sureties for damages arising from Orion's unlawful repudiation of the agreement. The matter thereafter became dormant, with Orion taking no action to prosecute its claims for nearly five years. In March 2025, Orion sought to revive the proceedings and its claims. On August 22, 2025, the Company brought a dismissal application seeking an award that Orion's claims be dismissed for inordinate and inexcusable delay, which Orion has opposed. On June 30, 2026, the arbitrator awarded the Company its costs for the dismissal applications hearing, requested that Orion pay the arbitrator's costs and reduced the amount of interest sought by Orion. The Company vigorously contests all allegations made against it. Due to the multiple defenses and counterclaims available, the Company does not believe a loss is probable or estimable at this time.

Brazilian Tax Dispute
On December 30, 2020, the Company received an assessment from the municipal tax authority in Ipatinga, Brazil, alleging $2.0 million in unpaid service taxes from the period 2015 to 2020. This dispute is currently in the collection action phase of the legal process and the amount assessed includes interest charges that may increase at statutorily determined amounts per month and are assessed on the aggregate amount of the principal and penalties. In addition, while in the collection action phase, the losing party could be subject to a charge to cover statutorily mandated legal fees, which are generally calculated as a percentage of the total assessed amounts due, inclusive of penalty and interest. After calculating the interest and penalties accrued, the Company estimates that the current overall potential liability for this case is approximately $7.9 million as of June 30, 2026. On July 21, 2023, the Company filed the last administrative appeal against the decision that maintained the assessment and a final administrative decision is still pending. Due to the multiple defenses that are available, the Company does not believe a loss is probable and, as a result, no loss provision has been recorded in the Company's Condensed Consolidated Financial Statements and the Company does not expect that any costs that are reasonably possible to be incurred by the Company in connection with this tax dispute would have a material adverse effect on the Company's financial condition, results of operations or cash flows.

The Company intends to continue its practice of vigorously defending itself against this tax claim under various alternatives, including judicial appeal. The Company will continue to evaluate its potential liability with regard to this claim on a quarterly basis; however, it is not possible to predict the ultimate outcome.

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

As of June 30, 2026, there were approximately 17,000 pending asbestos personal injury actions filed against the Company. The vast majority of these actions were filed in the New York Supreme Court (New York County), of which the majority of such actions were on the Deferred/Inactive Docket created by the New York Supreme Court in December 2002 for all pending and future asbestos actions filed by persons who cannot demonstrate that they have a malignant condition or discernible physical impairment. A relatively small portion of cases are on the Active or In Extremis docket in New York County or on active dockets in other jurisdictions. The complaints in most of those actions generally follow a form that contains a standard demand of significant damages, regardless of the individual plaintiff's alleged medical condition, and without identifying any Company product.

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

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

In view of the persistence of asbestos litigation in the U.S., the Company expects to continue to receive additional claims in the future. The Company intends to continue its practice of vigorously defending these claims and cases. As of June 30, 2026, the Company has successfully dismissed approximately 28,500 cases by stipulation or summary judgment prior to trial.

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

Other

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

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

14. Reconciliation of Basic and Diluted Shares*

	Three Months Ended June 30		Six Months Ended June 30	
(In thousands, except per share amounts)	**2026**	**2025**	**2026**	**2025**
Income (loss) from continuing operations attributable to Enviri Corporation common stockholders, net of tax	**$ (298,301)**	$ (45,726)	**$ (322,661)**	$ (52,300)
Weighted-average shares outstanding:				
Weighted-average shares outstanding - basic	**27,877**	26,876	**27,655**	26,827
Dilutive effect of stock-based compensation	**—**	—	**—**	—
Weighted-average shares outstanding - diluted	**27,877**	26,876	**27,655**	26,827
Earnings (loss) from continuing operations per common share, attributable to Enviri Corporation common stockholders:				
Basic	**$ (10.70)**	$ (1.70)	**$ (11.67)**	$ (1.95)
Diluted	**$ (10.70)**	$ (1.70)	**$ (11.67)**	$ (1.95)

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

	Three Months Ended June 30		Six Months Ended June 30	
(In thousands)	**2026**	**2025**	**2026**	**2025**
Restricted stock units	**525**	682	**457**	687
Stock appreciation rights	**846**	1,024	**870**	1,067
Performance share units	**291**	632	**237**	725

* Previously issued 2025 amounts have been revised due to the correction of immaterial errors, as identified in Note 1, Basis of Presentation under "Revision of Previously Issued Financial Statements".

15. Stock-Based Compensation

In connection with the Transactions, outstanding liability and equity awards under Legacy Enviri's long-term incentive plan ("LTIP") became fully vested during the six months ended June 30, 2026. Accordingly, the Company recognized $9.3 million of compensation expense related to the acceleration of such incentive compensation awards during the three and six months ended June 30, 2026, which was recorded within Operating income (loss) from continuing operations. In addition, the Company recognized $4.7 million of stock-based compensation expense within Income (loss) from discontinued operations related to awards held by former employees of CE. Following the closing of the Transactions, no future awards may be granted under Legacy Enviri's equity compensation plans, which have been terminated.

During the six months ended June 30, 2026, the Company settled certain in-the-money stock appreciation rights ("SARs") in connection with the Transactions, which included a cash payment of $16.5 million and the issuance of 709,542 replacement SARs in the Company. In addition, the Company issued 136,321 replacement SARs in the Company for certain SARs that were not in-the-money at the time of the Transactions. The Company recognized $0.1 million of incremental expense related to the issuance of the replacement SARs. The replacement SARS have a weighted-average exercise price of $8.89 and there is no future service requirement. Also during the six months ended June 30, 2026, the Company settled deferred compensation in shares to the Company's Board of Directors for $2.6 million and in cash-based performance stock units ("PSUs") to employees for $12.5 million that were previously liability-classified.

On June 15, 2026, the Company granted new equity awards that consisted of restricted stock units ("RSUs") and PSUs under the Company's 2026 Omnibus Incentive Plan. This included 480,698 RSUs granted to the Company's employees with a weighted-average grant fair value of $20.71 per share and vest over a three-year period or upon a specified retirement or years of service criteria. PSUs of 290,871 were granted to the Company's employees with a weighted-average fair value of $28.68 per share and vest over a three-year performance period based on the Company's stock price performance. In addition, 43,750 RSUs were granted to Directors with a weighted-average grant fair value of $20.71 per share and vest over a one-year period.

16. Derivative Instruments, Hedging Activities and Fair Value

Derivative Instruments and Hedging Activities

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

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

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

(In thousands)	Balance Sheet Location	Fair Value of Derivatives Designated as Hedging Instruments	Fair Value of Derivatives Not Designated as Hedging Instruments	Total Fair Value
June 30, 2026				
Asset derivatives (Level 2):				
Foreign currency exchange forward contracts	Other current assets	**$ 131**	**$ 6,960**	**$ 7,091**
Interest rate swaps	Other current assets	**2,523**	**—**	**2,523**
Interest rate swaps	Other assets	**1,763**	**—**	**1,763**
Total		**$ 4,417**	**$ 6,960**	**$ 11,377**
Liability derivatives (Level 2):				
Foreign currency exchange forward contracts	Derivative liabilities	**$ 416**	**$ 12,341**	**$ 12,757**
Total		**$ 416**	**$ 12,341**	**$ 12,757**
December 31, 2025				
Asset derivatives (Level 2):				
Foreign currency exchange forward contracts	Other current assets	$ 36	$ 1,340	$ 1,376
Interest rate swaps	Other current assets	887	—	887
Interest rate swaps	Other assets	313	—	$ 313
Total		$ 1,236	$ 1,340	$ 2,576
Liability derivatives (Level 2):				
Foreign currency exchange forward contracts	Derivative liabilities	$ 861	$ 19,978	$ 20,839
Total		$ 861	$ 19,978	$ 20,839

All of the Company's derivatives are recorded on the Condensed Consolidated Balance Sheets at gross amounts and do not offset. All of the Company's interest rate swaps and certain foreign currency exchange forward contracts are transacted under ISDA documentation. Each ISDA master agreement permits the net settlement of amounts owed in the event of default. The Company's derivative assets and liabilities subject to enforceable master netting arrangements, if offset, would have resulted in a net asset of $2.9 million at June 30, 2026 and a $0.3 million net liability at December 31, 2025.

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

Derivatives Designated as Hedging Instruments

	Gain (Loss) Recognized in OCI on Derivatives		Loss (Gain) Reclassified from AOCI into Income - Effective Portion or Equity	
	Three Months Ended June 30		Three Months Ended June 30	
(In thousands)	2026	2025	2026	2025
Foreign currency exchange forward contracts	**$ (160)**	$ (1,440)	**$ (406)**	$ 697
Interest rate swaps	**1,887**	(1,296)	**(423)**	(113)
	$ 1,727	$ (2,736)	**$ (829)**	$ 584

	Gain (Loss) Recognized in OCI on Derivatives		Loss (Gain) Reclassified from AOCI into Income - Effective Portion or Equity	
	Six Months Ended June 30		Six Months Ended June 30	
(In thousands)	2026	2025	2026	2025
Foreign currency exchange forward contracts	**$ 331**	$ (2,311)	**$ (829)**	$ 889
Interest rate swaps	**3,959**	(4,080)	**(872)**	(230)
	$ 4,290	$ (6,391)	**$ (1,701)**	$ 659

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

	Three Months Ended June 30			
	2026		2025	
(In thousands)	Product Revenues	Interest Expense	Product Revenues	Interest Expense
Total amounts in the Condensed Consolidated Statement of Operations in which the effects of derivatives designated as hedging instruments are recorded	**$ 65,985**	**$ (8,239)**	$ 57,013	$ (8,739)
Interest rate swaps:				
Gain (loss) reclassified from AOCI into income	—	**423**	—	113
Foreign exchange contracts:				
Gain (loss) reclassified from AOCI into income	**406**	—	(697)	—

	Six Months Ended June 30			
	2026		2025	
(In thousands)	Product Revenues	Interest Expense	Product Revenues	Interest Expense
Total amounts in the Condensed Consolidated Statement of Operations in which the effects of derivatives designated as hedging instruments are recorded	**$ 131,763**	**$ (16,766)**	$ 128,457	$ (17,445)
Interest rate swaps:				
Gain (loss) reclassified from AOCI into income	—	**872**	—	230
Foreign exchange contracts:				
Gain (loss) reclassified from AOCI into income	**829**	—	(889)	—

Derivatives Not Designated as Hedging Instruments

		Amount of Gain (Loss) Recognized in Income on Derivatives [(a)]			
		Three Months Ended June 30		Six Months Ended June 30	
(In thousands)	Location of Gain (Loss) Recognized in Income on Derivatives (a)	2026	2025	2026	2025
Foreign currency exchange forward contracts	Cost of services and products sold	**$ 2,623**	$ (30,981)	**$ 14,109**	$ (46,137)

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

Foreign Currency Exchange Forward Contracts

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

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

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

The recognized gains and losses offset amounts recognized in cost of services and products sold principally as a result of intercompany or third-party foreign currency exposures. At June 30, 2026 and December 31, 2025, the notional amounts of foreign currency exchange forward contracts were $627.7 million and $639.0 million, respectively. These contracts are primarily denominated in British Pound Sterling and Euros and mature through February 2028.

In addition to foreign currency exchange forward contracts, the Company designates certain loans as hedges of net investments in international subsidiaries. The Company recorded pre-tax net gains of $0.6 million and $0.7 million for the three and six months ended June 30, 2026, respectively, and pre-tax net losses $1.3 million of $1.9 million for the three and six months ended June 30, 2025, respectively, in OCI.

Interest Rate Swaps

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

The Company has entered into a series of interest rate swaps that have been effective since December 2025 and are scheduled to mature in March 2028. These forward swaps have the effect of converting $300.0 million under the Term Loan from a floating interest rate to a fixed interest rate and are classified as cash flow hedges. These swaps provide fixed interest rates that range from 3.06% to 3.12% and replace the adjusted SOFR rate in the interest calculation.

Fair Value of Other Financial Instruments

The carrying amounts of cash and cash equivalents, accounts receivable, accounts payable, accrued liabilities and short-term borrowings approximate fair value due to the short-term maturities of these assets and liabilities. At June 30, 2026 and December 31, 2025, the total fair value of long-term debt and current maturities, excluding deferred financing costs, was $391.3 million and $1,504.7 million, respectively, compared with a carrying value of $392.7 million and $1,505.3 million, respectively. Fair values for debt are based on pricing models using market-based inputs (Level 2) for similar issues or on the current rates offered to the Company for debt of the same remaining maturities.

17. Review of Operations by Segment*

The tables below include information about the Company's revenues and operating income (loss) by reportable segment, along with significant segment expenses and other segment information, followed by a reconciliation of operating income (loss) by reporting segment to the Company's consolidated Income (loss) from continuing operations before income taxes and equity in income, for the periods presented:

	Three Months Ended June 30, 2026				
(in thousands)	**Harsco Environmental**	**Harsco Rail**	**Total Reportable Segments**	**Corporate**	**Total**
Segment Profit and Loss:					
Total revenues	**266,160**	**(78,818)**	**$ 187,342**	**—**	**$ 187,342**
Less:					
Cost of services and products sold	**221,940**	**123,679**	**345,619**	**—**	**345,619**
Selling, general and administrative expenses	**27,196**	**10,330**	**37,526**	**11,536**	**49,062**
Other segment activities [a]	**4,048**	**8,019**	**12,067**	**25,017**	**37,084**
Operating income (loss) from continuing operations	**12,976**	**(220,846)**	**$ (207,870)**	**(36,553)**	**$ (244,423)**
Plus:					
Interest income					**580**
Interest expense					**(8,239)**
Facility fees and debt-related income (expense)					**(318)**
Defined benefit pension income (expense)					**(3,918)**
Income (loss) from continuing operations before income taxes and equity in income					**$ (256,318)**
Other Segment Information:					
Depreciation	**27,438**	**1,185**	**$ 28,623**	**231**	**$ 28,854**
Amortization [b]	**568**	**245**	**$ 813**	**1,052**	**$ 1,865**
Capital expenditures	**20,704**	**1,523**	**$ 22,227**	**91**	**$ 22,318**

	Three Months Ended June 30, 2025				
(in thousands)	**Harsco Environmental**	**Harsco Rail**	**Total Reportable Segments**	**Corporate**	**Total**
Segment Profit and Loss:					
Total revenues	258,009	57,963	$ 315,972	—	$ 315,972
Less:					
Cost of services and products sold	220,194	65,563	285,757	—	285,757
Selling, general and administrative expenses	25,494	11,323	36,817	16,956	53,773
Property, plant and equipment charge	7,386	—	7,386	—	7,386
Other segment activities [a]	684	1,402	2,086	(1,447)	639
Operating income (loss) from continuing operations	4,251	(20,325)	$ (16,074)	(15,509)	$ (31,583)
Plus:					
Interest income					414
Interest expense					(8,739)
Facility fees and debt-related income (expense)					(154)
Defined benefit pension income (expense)					(5,555)
Income (loss) from continuing operations before income taxes and equity in income					$ (45,617)
Other Segment Information:					
Depreciation	27,046	1,051	$ 28,097	255	$ 28,352
Amortization [b]	571	106	$ 677	958	$ 1,635
Capital expenditures	25,257	1,630	$ 26,887	8	$ 26,895

(in thousands)	Six Months Ended June 30, 2026 Harsco Environmental	Harsco Rail	Total Reportable Segments	Corporate	Total
Segment Profit and Loss:					
Total revenues	**522,877**	**(11,487)**	**$ 511,390**	**—**	**$ 511,390**
Less:					
Cost of services and products sold	**439,947**	**181,651**	**621,598**	**—**	**621,598**
Selling, general and administrative expenses	**55,139**	**22,088**	**77,227**	**24,203**	**101,430**
Other segment activities (a)	**4,786**	**8,817**	**13,603**	**25,067**	**38,670**
Operating income (loss) from continuing operations	**23,005**	**(224,043)**	**$ (201,038)**	**(49,270)**	**$ (250,308)**
Plus:					
Interest income					**1,038**
Interest expense					**(16,766)**
Facility fees and debt-related income (expense)					**(538)**
Defined benefit pension income (expense)					**(7,854)**
Income (loss) from continuing operations before income taxes and equity in income					**$ (274,428)**
Other Segment Information:					
Depreciation	**55,334**	**2,381**	**$ 57,715**	**464**	**$ 58,179**
Amortization (b)	**1,140**	**530**	**$ 1,670**	**2,101**	**$ 3,771**
Capital expenditures	**38,111**	**3,291**	**$ 41,402**	**220**	**$ 41,622**

(in thousands)	Six Months Ended June 30, 2025 Harsco Environmental	Harsco Rail	Total Reportable Segments	Corporate	Total
Segment Profit and Loss:					
Total revenues	501,115	127,910	$ 629,025	—	$ 629,025
Less:					
Cost of services and products sold	422,211	114,980	537,191	—	537,191
Selling, general and administrative expenses	52,122	22,905	75,027	30,817	105,844
Property, plant and equipment charge	7,386	—	7,386	—	7,386
Other segment activities (a)	5,072	3,212	8,284	(3,145)	5,139
Operating income (loss) from continuing operations	14,324	(13,187)	$ 1,137	(27,672)	$ (26,535)
Plus:					
Interest income					868
Interest expense					(17,445)
Facility fees and debt-related income (expense)					(570)
Defined benefit pension income (expense)					(10,756)
Income (loss) from continuing operations before income taxes and equity in income					$ (54,438)
Other Segment Information:					
Depreciation	52,555	2,083	$ 54,638	536	$ 55,174
Amortization (b)	1,111	173	$ 1,284	1,909	$ 3,193
Capital expenditures	39,351	2,410	$ 41,761	106	$ 41,867

(a) Other segment activities include amounts reflected in the captions Research and development costs, Other income (expenses), net, and certain activities reported in Cost of services and products sold on the Company's Condensed Consolidated Statements of Operations.
(b) Amortization expense in Corporate relates to the amortization of deferred financing costs.

* Previously issued 2025 amounts have been revised due to the correction of immaterial errors, as identified in Note 1, Basis of Presentation under "Revision of Previously Issued Financial Statements".

18. Revenues

The Company recognizes revenues to depict the transfer of promised services and products to customers in an amount that reflects the consideration the Company expects to receive in exchange for those services and products. There are no significant inter-segment sales.

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

	Three Months Ended June 30, 2026		
(In thousands)	**Harsco Environmental**	**Harsco Rail**	**Consolidated Totals**
Primary Geographical Markets (a):			
North America	**$ 61,950**	**$ (23,114)**	**$ 38,836**
Western Europe	**103,241**	**(64,550)**	**38,691**
Latin America (b)	**42,693**	**2,366**	**45,059**
Asia-Pacific	**27,250**	**6,443**	**33,693**
Middle East and Africa	**26,109**	**37**	**26,146**
Eastern Europe	**4,917**	**—**	**4,917**
Total Revenues	**$ 266,160**	**$ (78,818)**	**$ 187,342**
Key Product and Service Groups:			
Environmental services related to resource recovery for metals manufacturing and related logistical services	**$ 245,383**	**$ —**	**$ 245,383**
Ecoproducts	**15,101**	**—**	**15,101**
Environmental systems for aluminum dross and scrap processing	**5,676**	**—**	**5,676**
Railway track maintenance equipment	**—**	**(122,114)**	**(122,114)**
After market parts and services; safety and diagnostic technology	**—**	**31,464**	**31,464**
Railway contracting services	**—**	**11,832**	**11,832**
Total Revenues	**$ 266,160**	**$ (78,818)**	**$ 187,342**

	Three Months Ended June 30, 2025		
(In thousands)	**Harsco Environmental**	**Harsco Rail**	**Consolidated Totals**
Primary Geographical Markets (a):			
North America	$ 57,613	$ 30,618	$ 88,231
Western Europe	105,304	22,822	128,126
Latin America (b)	35,546	633	36,179
Asia-Pacific	29,828	3,890	33,718
Middle East and Africa	24,757	—	24,757
Eastern Europe	4,961	—	4,961
Total Revenues	$ 258,009	$ 57,963	$ 315,972
Key Product and Service Groups:			
Environmental services related to resource recovery for metals manufacturing and related logistical services	$ 240,450	$ —	$ 240,450
Ecoproducts	12,825	—	12,825
Environmental systems for aluminum dross and scrap processing	4,734	—	4,734
Railway track maintenance equipment	—	15,652	15,652
After market parts and services; safety and diagnostic technology	—	24,356	24,356
Railway contracting services	—	17,955	17,955
Total Revenues	$ 258,009	$ 57,963	$ 315,972

(In thousands)	Six Months Ended June 30, 2026 Harsco Environmental	Harsco Rail	Consolidated Totals
Primary Geographical Markets (a):			
North America	**$ 121,048**	**$ 16,504**	**$ 137,552**
Western Europe	**199,680**	**(42,664)**	**157,016**
Latin America (b)	**83,246**	**3,988**	**87,234**
Asia-Pacific	**57,607**	**10,603**	**68,210**
Middle East and Africa	**51,597**	**82**	**51,679**
Eastern Europe	**9,699**	**—**	**9,699**
Total Revenues	**$ 522,877**	**$ (11,487)**	**$ 511,390**
Key Product and Service Groups:			
Environmental services related to resource recovery for metals manufacturing and related logistical services	**$ 485,808**	**$ —**	**$ 485,808**
Ecoproducts	**27,314**	**—**	**27,314**
Environmental systems for aluminum dross and scrap processing	**9,755**	**—**	**9,755**
Railway track maintenance equipment	**—**	**(101,411)**	**(101,411)**
After-market parts and services; safety and diagnostic technology	**—**	**60,419**	**60,419**
Railway contracting services	**—**	**29,505**	**29,505**
Total Revenues	**$ 522,877**	**$ (11,487)**	**$ 511,390**

(In thousands)	Six Months Ended June 30, 2025 Harsco Environmental	Harsco Rail	Consolidated Totals
Primary Geographical Markets (a):			
North America	$ 112,839	$ 67,594	$ 180,433
Western Europe	202,948	50,046	252,994
Latin America (b)	67,670	2,433	70,103
Asia-Pacific	58,392	7,837	66,229
Middle East and Africa	50,106	—	50,106
Eastern Europe	9,160	—	9,160
Total Revenues	$ 501,115	$ 127,910	$ 629,025
Key Product and Service Groups:			
Environmental services related to resource recovery for metals manufacturing and related logistical services	$ 467,655	$ —	$ 467,655
Ecoproducts	23,517	—	23,517
Environmental systems for aluminum dross and scrap processing	9,943	—	9,943
Railway track maintenance equipment	—	48,720	48,720
After-market parts and services; safety and diagnostic technology	—	47,271	47,271
Railway contracting services	—	31,919	31,919
Total Revenues	$ 501,115	$ 127,910	$ 629,025

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

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

The Company had contract assets totaling $32.5 million and $69.1 million at June 30, 2026 and December 31, 2025, respectively. The Company had advances on contracts totaling $9.0 million and $8.2 million at June 30, 2026 and December 31, 2025, respectively. The decrease in contract assets is due principally to the Company's decision to exit the Network Rail and Deutsche Bahn contracts, as discussed in further detail in Note 3, Contract Exits. During the three and six months ended June 30, 2026, the Company recognized $1.4 million and $6.1 million, respectively, of revenue related to amounts previously included in advances on contracts. During the three and six months ended June 30, 2025, the Company recognized revenues of $4.8 million and $22.4 million, respectively, related to amounts previously included in advances on contracts.

The table below represents the expected fulfillment year of Company's fixed, unsatisfied performance obligations, where the expected contract duration exceeds one year, by segment, and excludes any variable fees, fixed fees subject to indexation and any performance obligations expected to be satisfied within one year:

(In thousands)	Harsco Environmental	Harsco Rail
2027	$ 14,568	$ 3,677
2028	14,357	1,772
2029	9,283	4,869
2030	4,671	—
2031	4,671	—
Thereafter	4,671	—
Total remaining performance obligations	$ 52,221	$ 10,318

Rail has been manufacturing ETO equipment under significant long-term, fixed-price contracts with SBB, Network Rail, and Deutsche Bahn. As previously disclosed, the Company had recognized estimated forward loss provisions related to these contracts due to several factors, such as material and labor cost inflation, supply chain delays, the bankruptcy of key vendors, increased engineering efforts and challenges encountered with homologation and commissioning of equipment.

As discussed in Note 3, Contract Exits, the Company recorded a loss of $207.4 million during the second quarter of 2026 related to the exits of the Network Rail and Deutsche Bahn contracts.

For the Network Rail contract, during the three months ended June 30, 2025, the Company recorded a forward loss provision of $10.2 million primarily related to increased estimated manufacturing and material costs. For the six months ended June 30, 2025, the forward loss provision totaled $11.3 million.

For the three months ended June 30, 2025, no adjustment was made to the forward loss provision for the Deutsche Bahn contract. During the six months ended June 30, 2025, the Company recorded a net favorable adjustment of $13.3 million that was the result of an amendment to the contract with Deutsche Bahn which included additional pricing, as well as an extension of the delivery schedule for the machines which resulted in a reduction of the previous estimate of penalties. The increased pricing and reduction of penalties were recorded as an increase to revenue. Partially offsetting this were higher estimated material, manufacturing and engineering costs.

The Company continues to manufacture equipment under the SBB contract. For the six months ended June 30, 2026, no adjustment was made to the forward loss provision. For the three months ended June 30, 2025, the Company recorded a loss provision of $4.8 million due to higher estimated commissioning, manufacturing, assembly, and logistics costs due as progress was made towards prototype commissioning of the universal vehicle during the quarter. For the six months ended June 30, 2025, the forward loss provision totaled $5.9 million.

The estimated forward loss provision for the SBB contract represents the Company's best estimate based on currently available information. It is possible that the Company's overall estimate of costs to complete this contract may change, which could result in an additional estimated forward loss provision at such time that could be material in any one period.

As of June 30, 2026, the contract with SBB is 92% complete, based on costs incurred under the cost-to-cost method to measure progress.

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

19. Other Expense (Income), Net

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

	Three Months Ended June 30		Six Months Ended June 30	
(In thousands)	**2026**	**2025**	**2026**	**2025**
Employee termination benefit costs	**$ 9,478**	$ 1,098	**$ 10,150**	$ 3,536
Other costs for exit activities	**978**	1,685	**773**	3,643
Costs related to the Transactions [(a)]	**28,275**	—	**29,722**	—
Asset impairments	**621**	—	**621**	583
Net gains on sale of assets	**(2,868)**	(404)	**(3,086)**	(1,172)
Other expense (income), net	**$ 36,484**	$ 2,379	**$ 38,180**	$ 6,590

(a) Includes costs related to the Transactions. For the three months ended June 30, 2026, these costs are employee termination benefit costs including change-in-control payments to former management and retention payments of $14.3 million, accelerated stock compensation expense and related costs of $12.5 million and certain transaction related costs of $1.3 million. For the six months ended June 30, 2026, these costs are employee termination benefit costs including change-in-control payments to former management and retention payments of $14.3 million, accelerated stock compensation expense and related costs of $12.5 million and certain transaction related costs of $2.7 million.

20. Components of Accumulated Other Comprehensive Loss*

AOCI is included on the Condensed Consolidated Statements of Equity. The components of AOCI, net of the effect of income taxes, and activity for the six months ended June 30, 2026 and 2025, were as follows:

	Components of AOCI, Net of Tax				
(In thousands)	**Cumulative Foreign Exchange Translation Adjustments**	**Effective Portion of Derivatives Designated as Hedging Instruments**	**Cumulative Unrecognized Actuarial Losses on Pension Obligations**	**Unrealized Gain (Loss) on Marketable Securities**	**Total**
Balance at December 31, 2025	$ (199,071)	$ 15	$ (315,450)	$ 25	$ (514,481)
OCI before reclassifications [(a)(b)]	3,783	4,234	3,939	20	11,976
Amounts reclassified from AOCI, net of tax	—	(1,520)	9,290	—	7,770
Total OCI	3,783	2,714	13,229	20	19,746
Less: OCI attributable to noncontrolling interests	(532)	—	—	—	(532)
OCI attributable to Enviri Corporation	3,251	2,714	13,229	20	19,214
Balance at June 30, 2026	**$ (195,820)**	**$ 2,729**	**$ (302,221)**	**$ 45**	**$ (495,267)**

	Components of AOCI, Net of Tax				
(In thousands)	**Cumulative Foreign Exchange Translation Adjustments**	**Effective Portion of Derivatives Designated as Hedging Instruments**	**Cumulative Unrecognized Actuarial Losses on Pension Obligations**	**Unrealized Gain (Loss) on Marketable Securities**	**Total**
Balance at December 31, 2024	(229,257)	3,769	(311,919)	22	(537,385)
OCI before reclassifications [(a)(b)]	36,903	(5,019)	(24,298)	6	7,592
Amounts reclassified from AOCI, net of tax	—	422	9,060	—	9,482
Total OCI	36,903	(4,597)	(15,238)	6	17,074
Less: OCI attributable to noncontrolling interests	(1,155)	—	—	—	(1,155)
OCI attributable to Enviri Corporation	35,748	(4,597)	(15,238)	6	15,919
Balance at June 30, 2025	(193,509)	(828)	(327,157)	28	(521,466)

(a) The cumulative amounts from foreign exchange translation and unrecognized actuarial losses on pension obligations are principally from foreign currency fluctuation.
(b) The amounts related to the effective portion of derivatives designated as hedging instruments are due to the net change from periodic revaluations.

Amounts reclassified from AOCI were as follows:

(In thousands)	Three Months Ended June 30 2026	Three Months Ended June 30 2025	Six Months Ended June 30 2026	Six Months Ended June 30 2025	Location on the Condensed Consolidated Statements of Operations
Amortization of cash flow hedging instruments:					
Foreign currency exchange forward contracts	**$ (406)**	$ 697	**$ (829)**	$ 889	Product revenues
Interest rate swaps	**(423)**	(113)	**(872)**	(230)	Interest expense
Total before income taxes	**(829)**	584	**(1,701)**	659	
Income taxes	**(34)**	(189)	**181**	(237)	
Total reclassification of cash flow hedging instruments, net of tax	**$ (863)**	$ 395	**$ (1,520)**	$ 422	
Amortization of defined benefit pension items (c):					
Actuarial losses	**$ 4,567**	$ 4,748	**$ 9,072**	$ 9,231	Defined benefit pension income (expense)
Prior service costs	**110**	123	**218**	236	Defined benefit pension income (expense)
Total before income taxes	**4,677**	4,871	**9,290**	9,467	
Income taxes	**196**	(203)	**—**	(407)	
Total reclassification of defined benefit pension items, net of tax	**$ 4,873**	$ 4,668	**$ 9,290**	$ 9,060	

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

* Previously issued 2025 amounts have been revised due to the correction of immaterial errors, as identified in Note 1, Basis of Presentation under "Revision of Previously Issued Financial Statements".

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

The following discussion should be read in conjunction with the accompanying unaudited condensed consolidated financial statements as well as the audited consolidated financial statements of the Company, including the notes thereto, included in the Company's Information Statement (the "Information Statement"), dated May 8, 2026, attached as Exhibit 99.1 to the Company's Current Report on Form 8-K furnished to the SEC on May 11, 2026, which includes additional information about the Company's critical accounting policies, contractual obligations, practices and the transactions that support the financial results, and provides a more comprehensive summary of the Company's outlook, trends and strategies for 2026 and beyond.

Spin-Off

On June 1, 2026, the Transactions were completed, resulting in, among other things, the Company owning all of the equity interests in Enviri LLC, Enviri LLC holding the Harsco Environmental and Rail segments and Veolia acquiring 100% of Clean Earth. The aggregate consideration paid by Veolia to acquire Clean Earth was $3.0 billion, subject to customary adjustments. Of such aggregate consideration, $1.3 billion was paid directly to the stockholders of CE Holdings, the former stockholders of Legacy Enviri, with the remaining $1.7 billion paid to Enviri LLC, as successor by merger to Legacy Enviri, pursuant to the CE Holdings Note to Enviri LLC in connection with the Reorganization, in which the amount was used primarily for the repayment of the Company's indebtedness, the termination of the AR Facility, the payment of transaction expenses and to retain cash to support Harsco Rail's large European engineered-to-order rail contracts. The Transactions will not result in any material cash tax expense to Enviri LLC, as successor by merger to Legacy Enviri, or the Company. Prior to the completion of the Spin-Off, the Company did not engage in any business activities other than in connection with the transactions contemplated by the Separation Agreement and the Merger Agreement and had no material assets or liabilities of any kind.

CE Holdings, which holds Clean Earth, and the Company entered into a Transition Services Agreement on June 1, 2026, pursuant to which the Company provides certain services to CE Holdings on an interim, transitional basis. The services provided will include finance, legal, human resources, information technology, facilities and other general and administrative functions. The Transition Services Agreement specifies the fees payable for these services. The Transition Services Agreement will terminate on the expiration of the term of the last service provided under it, which is up to twelve months following the closing of the Merger.

Following the Spin-Off, the Company is subject to the reporting requirements of the Securities Exchange Act of 1934 (the "Exchange Act"). We are required to maintain policies, procedures and practices as a separate, public company necessary to comply with our obligations under the Exchange Act and related rules and regulations. As a result, we are incurring additional costs, including internal audit, investor relations, stock administration and regulatory compliance costs.

Notwithstanding the legal form of the Spin-Off described elsewhere in this Quarterly Report on Form 10-Q, the Company is treated as the “accounting spinnor” of CE Holdings and is the “accounting successor” to Legacy Enviri for accounting and financial reporting purposes. Therefore, the historical financial statements of the Company, with respect to periods prior to June 1, 2026, have been represented by the historical financial statements of Legacy Enviri and the results of Clean Earth are reported as discontinued operations, in accordance with Accounting Standards Codification ("ASC") 205-20, Discontinued Operations. As such, the Company's Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2025 have been recast to reflect the after tax operating results of CE. In addition, certain costs related to the Transactions, interest expense related to the portion of the Company's total debt that was required to be repaid on June 1, 2026 and fees related to the Company's AR Facility that was required to be terminated at the closing of the Transactions, are also reflected in Income (loss) from discontinued operations, net of tax. CE's assets and liabilities have been reclassified as held-for-sale in the Company's Consolidated Balance Sheets as of December 31, 2025, which were previously classified as held-for-use.

Forward-Looking Statements

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

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

(1) the possibility that the Merger and Separation may not ultimately achieve the expected benefits;
(2) the Company's ability to effectively implement its business strategy and improvement initiatives and realize the expected benefits therefrom;
(3) the Company's ability to successfully enter into new contracts and complete new acquisitions, divestitures, or strategic ventures in the time-frame contemplated or at all;
(4) the Company’s inability to comply with applicable environmental and safety laws and regulations;
(5) the Company’s inability to obtain, renew, or maintain compliance with its operating permits or license agreements;
(6) various economic, business, and regulatory risks associated with the industries in which the Company operates;
(7) the seasonal nature of the Company's business;
(8) risks caused by customer concentration, fixed-price and long-term customer contracts, especially those related to complex engineered equipment and the competitive nature of the industries in which the Company operates;
(9) the outcome of any disputes with customers, contractors and subcontractors;
(10) the financial condition of the Company's customers, including the ability of customers (especially those that may be highly leveraged or have inadequate liquidity) to maintain their credit availability;
(11) higher than expected claims under the Company’s insurance policies, or losses that are uninsurable or that exceed existing insurance coverage;
(12) market and competitive changes, including pricing pressures, market demand and acceptance for new products, services and technologies; changes in currency exchange rates, interest rates, commodity and fuel costs and capital costs;
(13) the Company's ability to negotiate, complete, and integrate strategic transactions and joint ventures with strategic partners;

(14) the Company’s ability to attract and effectively retain key management and employees, including due to unanticipated changes to demand for the Company’s services, disruptions associated with labor disputes, and increased operating costs associated with union organizations;
(15) the Company's inability or failure to protect its intellectual property rights from infringement in one or more of the many countries in which the Company operates;
(16) failure to effectively prevent, detect or recover from breaches in the Company's cybersecurity infrastructure;
(17) changes in the worldwide business environment in which the Company operates, including changes in general economic and industry conditions and cyclical slowdowns impacting the steel and aluminum industries;
(18) fluctuations in exchange rates between the U.S. dollar and other currencies in which the Company conducts business;
(19) unforeseen business disruptions in one or more of the many countries in which the Company operates due to changes in economic conditions, changes in governmental laws and regulations, including environmental, occupational health and safety, tax and import tariff standards and amounts; political instability, civil disobedience, armed hostilities, public health issues or other calamities;
(20) liability for and implementation of environmental remediation matters;
(21) product liability and warranty claims associated with the Company’s operations;
(22) the Company’s ability to comply with financial covenants and obligations to financial counterparties;
(23) the Company’s outstanding indebtedness and exposure to derivative financial instruments that may be impacted by, among other factors, changes in interest rates;
(24) tax liabilities and changes in tax laws;
(25) changes in the performance of equity and bond markets that could affect, among other things, the valuation of the assets in the Company's pension plans and the accounting for pension assets, liabilities and expenses;
(26) risk and uncertainty associated with intangible assets; and
(27) the other risk factors listed from time to time in the Company's SEC reports.

A further discussion of these, along with other potential risk factors, can be found under the heading, "Risk Factors," of the Company's Information Statement, dated May 8, 2026, attached as Exhibit 99.1 to the Company's Current Report on Form 8-K furnished to the SEC on May 11, 2026 and in Part II, Item 1A, "Risk Factors" of this Quarterly Report on Form 10-Q. The Company cautions that these factors may not be exhaustive and that many of these factors are beyond the Company's ability to control or predict. Accordingly, forward-looking statements should not be relied upon as a prediction of actual results. The Company undertakes no duty to update forward-looking statements except as may be required by law.

Executive Overview

The Company is a market-leading, global provider of critical environmental services and materials processing to the metals industry, and innovative equipment and technology for the rail sector. The Company has locations in approximately 30 countries, including the U.S.

The Company's operations from continuing operations consist of two reportable segments: Harsco Environmental and Harsco Rail. HE operates primarily under long-term contracts, providing critical environmental services and material processing to the global steel and metals industries, including zero waste solutions for manufacturing byproducts within the metals industry. Rail is a provider of highly engineered maintenance equipment, after-market parts and safety and diagnostic systems and contracting solutions, which support railroad and transit customers worldwide.

The Company operates in a complex global environment that is increasingly shaped by interventionist trade policy, protectionist measures such as tariffs and import quotas, and geopolitical uncertainty. These factors can materially influence steel production levels, customer demand, supply chains, energy costs, and overall economic activity across our markets.

Recent U.S. and European trade measures may positively impact domestic steel production and strengthen the competitiveness of certain customers while also adversely impacting steel production in other countries where the Company and its customers operate. These include US steel tariffs that became effective in early 2025 and updates to EU steel import quotas and tariffs that became effective in July 2026. Although these actions may create regional opportunities, they can also result in shifts in production volumes, competitive dynamics, cost structures, and investment decisions that may affect our business in unpredictable ways.

In addition, ongoing geopolitical tensions, including conflict in the Middle East, continue to contribute to energy price volatility and broader macroeconomic uncertainty. These conditions may impact customer operating levels, project execution, and input costs. The Company remains focused on mitigating these risks through disciplined commercial management, proactive customer engagement, contractual price-escalation mechanisms, and continuous monitoring of market, trade, and geopolitical developments, while positioning the business to capture opportunities arising from evolving market conditions.

On June 1, 2026, as previously described above, the Company completed the Transactions, which included the sale of CE for $3.0 billion. The proceeds from the sale were partially used to repay certain of the Company's indebtedness, which included the full repayment of $628.0 million previously outstanding on the Revolving Credit Facility, partial repayment of $105.6 million of the Term Loan and the $475.0 million redemption of the Senior Notes. In addition, the AR Facility was terminated and $160.0 million of accounts receivable were repurchased from PNC Bank, National Association ("PNC") .

Rail had been manufacturing engineered-to-order ("ETO") equipment under significant long-term fixed-price contracts with SBB, Network Rail and Deutsche Bahn. In June 2026, the Company informed Network Rail that it had ceased all activities relating to its ETO contract to build stoneblower rail maintenance vehicles, and the associated manufacturing facilities have been closed. Also, in June 2026, the Company ceased all activities relating to its ETO contract to deliver utility track vehicles with Deutsche Bahn. As a result of these actions, the Company recorded a loss of $207.4 million during the quarter ended June 30, 2026, which includes the non-cash impairment charges of $40.5 million related to net contract assets, $21.5 million of inventory and $12.9 million of prepaid balances specific to the projects, as well as an estimated incremental liability of approximately $133 million to address future obligations related to these contracts. Of this loss, $136.5 million was recorded as a reduction to Product revenues and $70.9 million to Costs of products sold in the Condensed Consolidated Statements of Operations.

On August 10, 2026, Network Rail notified the Company of its alleged breach under the contract and its intention to reach resolution of contractual damages as a result. The Company intends to vigorously contest any damages based on multiple available defenses. Additionally, the Company has proposed an alternative solution to assist Network Rail in significantly extending the life of their existing fleet of stoneblower machines. It is possible that the estimate of the loss could change based on ongoing discussions with Network Rail or if the ultimate outcome to this matter were to be determined through litigation.

On August 10, 2026, the Company entered into a definitive agreement with Gleisbaumechanik Brandenburg GmbH ("GBM"), a manufacturing partner on the Deutsche Bahn contract, to sell all assets related to the contract, including inventory and intellectual property, to GBM. Future consideration, if any, received from GBM for the asset sale would be recorded as income by the Company in the period the consideration is realized.

The decision to cease performance on these two contracts was taken to eliminate future performance risk, financial statement volatility and future cash outflows related to performing on the contracts. The Company expects these contract exits to conclude its exposure to its legacy ETO contract risks. The Company remains committed to delivering on its remaining contract with SBB. The exit of these contracts will allow Rail to enhance its focus on its core maintenance of way businesses.

Through the proceeds from the CE Holdings Note set aside in the Company's initial balance sheet subsequent to the closing of the Transactions, the Company has sufficient cash available to settle any cash payments required to exit these contracts.

Significant Items Impact
The Company's Total revenues and Operating income (loss) from continuing operations were impacted by the following significant items during the three and six months ended June 30, 2026 and 2025:

Total Revenues:

		Favorable (Unfavorable) Impact			
		Three Months Ended June 30		Six Months Ended June 30	
Item (in millions)	**Segment**	**2026**	**2025**	**2026**	**2025**
Contract exits	Rail	(136.5)	—	(136.5)	—
Adjustments related to certain estimated forward loss provisions	Rail	—	—	—	12.2
Total		**$ (136.5)**	**$ —**	**$ (136.5)**	**$ 12.2**

Operating Income (Loss) from Continuing Operations:

		Favorable (Unfavorable) Impact			
		Three Months Ended June 30		Six Months Ended June 30	
Item (in millions)	**Segment**	**2026**	**2025**	**2026**	**2025**
Contract exits	Rail	(207.4)	—	(207.4)	—
Adjustments related to certain estimated forward loss provisions	Rail	—	(15.9)	—	(5.4)
Restructuring and related costs	Rail	(7.4)	—	(8.1)	—
Property, plant and equipment impairment charge	HE	—	(7.4)	—	(7.4)
Transaction costs	Corporate	(26.0)	(0.1)	(27.5)	(0.1)
Transaction costs	HE	(2.3)	—	(2.3)	—
Total		**$ (243.1)**	**$ (23.4)**	**$ (245.3)**	**$ (12.9)**

Results of Operations

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

Segment Results

	Three Months Ended June 30		Six Months Ended June 30	
(in millions, except percentages)	**2026**	**2025**	**2026**	**2025**
Revenues:				
Harsco Environmental	**$ 266.2**	$ 258.0	**$ 522.9**	$ 501.1
Harsco Rail	**(78.8)**	58.0	**(11.5)**	127.9
Total Revenues	**$ 187.3**	$ 316.0	**$ 511.4**	$ 629.0
Operating income (loss):				
Harsco Environmental	**$ 13.0**	$ 4.3	**$ 23.0**	$ 14.3
Harsco Rail	**(220.8)**	(20.3)	**(224.0)**	(13.2)
Corporate	**(36.6)**	(15.5)	**(49.3)**	(27.7)
Total operating income (loss)	**$ (244.4)**	$ (31.6)	**$ (250.3)**	$ (26.5)
Operating margin:				
Harsco Environmental	**4.9 %**	1.6 %	**4.4 %**	2.9 %
Harsco Rail	**(280.2)%**	(35.1)%	**(1,950.4)%**	(10.3)%
Consolidated operating margin	**(130.5)%**	(10.0)%	**(48.9)%**	(4.2)%

Harsco Environmental Segment:

Significant Effects on Revenues (in millions)	**Three Months Ended**	**Six Months Ended**
Revenues — June 30, 2025	$ 258.0	$ 501.1
Net impact of new and lost contracts	(11.2)	(24.9)
Net effects of price/volume changes, primarily attributable to volume changes and services mix	17.4	30.6
Impact of foreign currency translation	2.0	16.1
Revenues — June 30, 2026	**$ 266.2**	**$ 522.9**

The following factors contributed to the changes in operating income (loss) during the three and six months ended June 30, 2026:

Factors Positively Impacting Operating Income:

- Higher revenues from environmental service contracts during the three and six months ended June 30, 2026, when compared with the three and six months ended June 30, 2025, from overall service levels at certain sites, partially offset by an unfavorable service mix and higher costs at certain sites, including higher fuel costs.
- The three months ended June 30, 2025 included a property, plant and impairment ("PP&E") charge of $7.4 million related to a site exit in Europe, which did not reoccur during the three months ended June 30, 2026.
- The three months and six months ended June 30, 2026 included higher net gains from the sale of assets of $2.5 million and $1.9 million, respectively, when compared to the three and six months ended June 30, 2025.

Factors Negatively Impacting Operating Income:

- The three months ended June 30, 2026 included $2.3 million of additional expense related to employer payroll taxes arising from the accelerated vesting of the Company's long-term incentive plan equity awards ("LTIP") for certain employees as a result of the closing of the Transactions on June 1, 2026, which did not occur during the three months ended June 30, 2025.
- Selling, general and administrative expenses ("SG&A") were negatively impacted by changes to the Company's provision for expected credit losses by $2.2 million and $2.3 million during the three and six months ended June 30, 2026, respectively, compared to the three and six months ended June 30, 2025, primarily due to the recovery of a previously reserved trade accounts receivable during the three months ended June 30, 2025 that did not repeat in 2026.

Harsco Rail Segment:

Significant Effects on Revenue (in millions)	**Three Months Ended**	**Six Months Ended**
Revenues — June 30, 2025	$ 58.0	$ 127.9
Net effect of price/volume changes, primarily attributable to volume changes	(0.2)	6.9
Adjustments related to the exit of certain contracts [(a)]	(136.5)	(136.5)
Adjustments related to certain estimated forward loss provisions [(b)]	—	(12.2)
Impact of foreign currency translation	(0.1)	2.4
Revenues — June 30, 2026	**$ (78.8)**	**$ (11.5)**

(a) Due to the Company's decision to exit its long-term contracts with Network Rail and Deutsche Bahn during the three and six months ended June 30, 2026 for the manufacturing of certain equipment, as referenced above in Executive Overview.
(b) Due to an amendment to the Deutsche Bahn contract during the six months ended June 30, 2025, as referenced in Note 18, Revenues in Item I. Financial Statements.

The following factors contributed to the changes in operating income (loss) during the three and six months ended June 30, 2026:

Factors Positively Impacting Operating Income:
- An increase in sales from after-market parts due to higher demand during the three months ended June 30, 2026 from the three months ended June 30, 2025 increased operating by $1.7 million.
- The three and six months ended June 30, 2025 included a loss related to the net change in forward estimated loss provisions of $15.9 million and $5.4 million, respectively, related to the Company's Network Rail, Deutsche Bahn and SBB contracts, which did not reoccur during the three and six months ended June 30, 2026. See Note 18, Revenues in Part I. Financial Statements for further discussions.

Factors Negatively Impacting Operating Income:
- A total net loss of $207.4 million recognized during the three months ended June 30, 2026 related to the Company's decision to exit its contracts with Network Rail and Deutsche Bahn, which includes the impairment of net contract assets, inventory and prepaid balances specific to the projects, as well as an estimated incremental liability to address future obligations related to these contracts.
- An increase in costs from employee termination benefits and other related costs pertaining to restructuring activities of $7.4 million and $7.8 million during the three and six months ended June 30, 2026, when compared to the three and six months ended June 30, 2025, principally as a result of the Company's decision to exit the Network Rail and Deutsche Bahn contracts, as discussed above, as well as to streamline operations.
- A decrease of $3.3 million in operating income due to lower volumes from railway contracting services during the three months ended June 30, 2026 compared to the three months ended June 30, 2025.

General Corporate:

Operating income (loss) from continuing operations was negatively impacted by costs of $26.2 million and $27.6 million during the three and six months ended June 30, 2026, respectively, related to the Transactions that closed on June 1, 2026. These amounts include employee termination benefit costs, including change-in-control payments to former management and retention payments, of $14.3 million for both the three and six months ended June 30, 2026, incremental stock-based compensation related to the accelerated vesting on LTIP's issued to certain employees and related costs of $10.2 million for both the three and six months ended June 30, 2026 and other transaction costs of $1.3 million and $2.7 million for the three and six months ended June 30, 2026, respectively. These unfavorable impacts were partially offset by decreases in SG&A for $5.9 million and $7.0 million for the three and six months ended June 30, 2026, respectively, when compared to the same periods in 2025. SG&A decreased in the three and six months ended June 30, 2026 primarily due to lower compensation costs from the prior year, including stock-based compensation expense.

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Consolidated Results

	June 30			
	Three Months Ended		Six Months Ended	
(in millions, except per share amounts and percentages)	2026	2025	2026	2025
Total revenues	$ 187.3	$ 316.0	$ 511.4	$ 629.0
Cost of services and products sold	345.6	283.2	621.0	534.4
Selling, general and administrative expenses	49.1	53.8	101.4	105.8
Research and development expenses	0.7	0.8	1.1	1.3
Property, plant and equipment impairment charge	—	7.4	—	7.4
Other expense (income), net	36.5	2.4	38.2	6.6
Operating income (loss) from continuing operations	(244.4)	(31.6)	(250.3)	(26.5)
Interest income	0.6	0.4	1.0	0.9
Interest expense	(8.2)	(8.7)	(16.8)	(17.4)
Facility fees and debt-related income (expense)	(0.3)	(0.2)	(0.5)	(0.6)
Defined benefit pension income (expense)	(3.9)	(5.6)	(7.9)	(10.8)
Income (loss) from continuing operations before income taxes and equity in income	(256.3)	(45.6)	(274.4)	(54.4)
Income tax benefit (expense) from continuing operations	(40.5)	0.9	(45.7)	4.3
Equity in income (loss) of unconsolidated entities, net	0.1	—	0.1	0.1
Income (loss) from continuing operations	(296.8)	(44.7)	(320.0)	(50.0)
Income (loss) from discontinued operations	(91.9)	2.2	(108.2)	4.8
Income tax benefit (expense) related to discontinued operations	(5.8)	(4.3)	24.2	(9.3)
Income (loss) from discontinued operations, net of tax	(97.7)	(2.1)	(84.0)	(4.5)
Net income (loss)	$ (394.5)	$ (46.8)	$ (404.0)	$ (54.6)
Total other comprehensive income (loss)	15.0	9.0	19.7	17.1
Total comprehensive income (loss)	$ (379.6)	$ (37.8)	$ (384.3)	$ (37.5)
Diluted earnings (loss) per common share from continuing operations attributable to Enviri Corporation common stockholders	$ (10.70)	$ (1.70)	$ (11.67)	$ (1.95)
Effective income tax rate for continuing operations	(15.8)%	2.0%	(16.7)%	7.9%

Comparative Analysis of Consolidated Results

Total Revenues

Revenues for the three and six months ended June 30, 2026 decreased by $128.6 million, or 40.7%, and $117.6 million, or 18.7%, from the three and six months ended June 30, 2025. Foreign currency translation increased revenues by $1.9 million and $18.5 million during the three and six months ended June 30, 2026, respectively, compared with the same periods in the prior year. Refer to the discussion of segment results above for information pertaining to factors impacting revenues.

Cost of Services and Products Sold

Cost of services and products sold for the three and six months ended June 30, 2026 increased by $62.3 million, or 22%, and $86.6 million, or 16.2%, from the three and six months ended June 30, 2025, respectively. The changes in cost of services and products sold were attributable to the following significant items:

(in millions)	Three Months Ended	Six Months Ended
Cost of services and products sold — June 30, 2025	$ 283.2	$ 534.4
Change in costs due to changes in revenue volume [(a)]	4.4	9.0
Changes due to costs and revenue mix	0.5	6.9
Changes in costs from contract exits in Rail [(b)]	70.9	70.9
Changes from cost adjustments as a result of certain estimated forward loss provisions in Rail [(c)]	(15.0)	(16.1)
Impact of foreign currency translation	1.6	15.4
Other	—	0.5
Cost of services and products sold — June 30, 2026	**$ 345.6**	**$ 621.0**

(a) Excludes the adjustments to revenue related to the Company's decision to exit its Network Rail and Deutsche contracts.
(b) Includes losses incurred related to the Company's decision to exit its Network Rail and Deutsche Bahn contracts.
(c) Includes Network Rail, Deutsche Bahn and SBB contracts during the three and six months ended June 30, 2025.

Selling, General and Administrative Expenses

SG&A for the three and six months ended June 30, 2026 decreased by $4.7 million, or 8.8%, and $4.4 million, or 4.2%, from the three and six months ended June 30, 2025. The decrease was mainly driven by lower compensation costs of $4.6 million and $3.9 million for the three and six months ended months ended June 30, 2026, when compared to the same periods in 2025, primarily in Corporate due to lower stock-based compensation expense due to the timing of vesting of certain grants and the issuance of new grants. In addition, there was a decrease in professional fees of $1.0 million and $3.2 million during the three and six months ended June 30, 2026, when compared to the same periods in 2025, primarily as a result of Corporate costs incurred in 2025 to support and execute certain of the Company's long-term strategies. Partially offsetting these increases was an unfavorable change in the provision for expected credit losses of $2.2 million for both the three and six months ended June 30, 2026, due to the HE recovery of a previously reserved trade accounts receivable during the three months ended June 30, 2025.

Other (Income) Expenses, Net
The major components of this Condensed Consolidated Statements of Operations caption are as follows:

(in millions)	Three Months Ended June 30 2026	Three Months Ended June 30 2025	Six Months Ended June 30 2026	Six Months Ended June 30 2025
Employee termination benefit costs	**$ 9.5**	$ 1.1	**$ 10.2**	$ 3.5
Other costs for exit activities	**1.0**	1.7	**0.8**	3.6
Costs related to the Transactions [(a)]	**28.3**	—	**29.7**	—
Asset impairments	**0.6**	—	**0.6**	0.6
Net gains on sale of assets	**(2.9)**	(0.4)	**(3.1)**	(1.2)
Other (income) expenses, net	**$ 36.5**	$ 2.4	**$ 38.2**	$ 6.6

(a) Includes costs related to the Transactions. For the three and six months ended, this included employee termination benefit costs, including change-in-control payments to former management and retention payments of $14.3 million for both periods, accelerated stock-based compensation expense, including employer payroll taxes of $12.5 million for both periods and certain transaction costs of $1.3 million and $2.7 million, respectively.

Interest Expense
Interest expense during the three and six months ended June 30, 2026 decreased by $0.5 million and $0.7 million, compared with the three and six months ended June 30, 2025. This decrease is mainly driven by lower interest rates charged on the Senior Secured Credit Facilities during the three and six months ended June 30, 2026, when compared to the three and six months ended June 30, 2025.

Defined Benefit Pension Income (Expense)
Defined benefit pension expense was $3.9 million and $7.9 million for the three and six months ended June 30, 2026, respectively, compared with $5.6 million and $10.8 million for the three and six months ended June 30, 2025, respectively. This expense decrease is primarily related to a higher expected rate of return on plan assets in the current year, compared to 2025.

Income Tax Expense
Income tax expense from continuing operations for the three and six months ended June 30, 2026 was $40.5 million and $45.7 million, compared to $0.9 million and $4.3 million income tax benefit for the three and six months ended June 30, 2025. The change is primarily due to $34.0 million of tax expense related to the deferred tax asset write-off in the U.S. as a result of Clean Earth divestiture during the three and six months ended June 30, 2026, which did not occur during the three and six months ended June 30, 2025. Additionally, no tax benefit was recorded on the total net loss of $207.4 million recognized during the three and six months ended June 30, 2026 related to the Company's decision to exit its contracts with Network Rail and Deutsche Bahn, as well as on the costs of $28.3 million and $29.7 million during the three and six months ended June 30, 2026, respectively, related to the closing of the Transactions on June 1, 2026.

Income (Loss) from Continuing Operations
Loss from continuing operations was $296.8 million and $320.0 million for the three and six months ended June 30, 2026, respectively, compared to $44.7 million and $50.0 million for the three and six months ended June 30, 2025, respectively. The primary drivers for these changes are noted above.

Income (Loss) from Discontinued Operations
The operating results of CE, costs directly attributable to the Transactions, interest expense related to the portion of the Company's total debt that was required to be repaid on June 1, 2026 and fees related to the AR Facility that was required to be terminated at the closing of the Transactions have been reflected as discontinued operations in the Company's Condensed Consolidated Statements of Operations for all periods presented. Additionally, discontinued operations contains costs directly attributable to retained contingent liabilities of other previously disposed businesses, which are not significant.

Loss from discontinued operations was $91.9 million and $108.2 million for the three and six months ended June 30, 2026, respectively, compared to income from discontinued operations of $2.2 million and $4.8 million for the three and six months ended June 30, 2025. The unfavorable change during the six months ended June 30, 2026 was primarily driven by costs incurred with the closing of the Transactions on June 1, 2026, which totaled $73.0 million and $84.0 million for the three and six months ended June 30, 2026. The year-over-year change was also impacted by lower operating results for CE and higher expense related to the accelerated stock-based compensation expense and retention payments for CE employees, partially offset by lower interest expense allocated to discontinued operations.

Total Other Comprehensive Income (Loss)

Total other comprehensive income was $15.0 million and $19.7 million for the three and six months ended June 30, 2026, respectively, compared to total other comprehensive income of $9.0 million and $17.1 million for the three and six months ended June 30, 2025. For the three months ended June 30, 2026, the primary driver of this increase was the fluctuation of the U.S. dollar against certain currencies, inclusive of the impact of foreign currency translation of cumulative unrecognized actuarial losses on the Company's pension obligations, when compared to the fluctuation of the U.S. dollar against certain currencies during the three months ended June 30, 2025, as well as a favorable change in the valuation of the Company's interest rate swaps. For the six months ended June 30, 2026, the primary driver of the increase was the favorable change in the valuation of the Company's interest rate swaps, partially offset by the fluctuation of the U.S. dollar against certain currencies, inclusive of the impact of foreign currency translation of cumulative unrecognized actuarial losses on the Company's pension obligations, when compared to the fluctuation of the U.S. dollar against certain currencies during the six months ended June 30, 2025.

Liquidity and Capital Resources

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

Cash Flow Summary

During the second quarter of 2026, there were significant impacts to the Company’s cash flows as a result of the Transactions. The Company received $1.7 billion of proceeds from the Transactions which were used to repay a significant portion of the Company’s debt, repurchase all of the receivables sold under the AR Facility and pay transaction-related costs. In addition, a portion of the proceeds were set aside to support the significant long-term contracts in Rail, including the exit of the Network Rail and Deutsche Bahn contracts. The Revolving Credit Facility’s capacity was reduced to $152.0 million to reflect the requirements of the ongoing business. The Company currently expects to have sufficient financial liquidity and borrowing capacity to support the strategies within each of its businesses. The Company also expects operational and business needs to be met by cash provided by operations, supplemented with borrowings from time-to-time, principally under the Senior Secured Credit Facilities, and by cash proceeds from asset sales. The Company expects the Senior Secured Credit Facilities to be fully available based on continued compliance with the related covenants based on its current outlook.

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

	Six Months Ended June 30	
(In millions)	**2026**	**2025**
Net cash provided (used) by:		
Operating activities	**$ (275.4)**	$ 28.6
Investing activities	**1,639.1**	(61.2)
Financing activities	**(1,183.6)**	54.1
Effect of exchange rate changes on cash and cash equivalents, including restricted cash	**(2.1)**	1.9
Net change in cash and cash equivalents, including restricted cash	**$ 178.0**	$ 23.4

Net cash (used) provided by operating activities — Net cash used by operating activities for the six months ended June 30, 2026 was $275.4 million, a decrease in cash flows of $304.0 million from the six months ended June 30, 2025, due to lower cash net income and a net unfavorable change in working capital. The unfavorable change in cash net income is due principally to costs related to the Transactions, as well as the loss related to the exits of the Network Rail and Deutsche Bahn contracts. The unfavorable working capital changes during the six months ended June 30, 2026 were principally attributable to the $160.0 million repurchase of receivables under the Company's AR Facility and the timing of payments for accounts payable, including the payment of accrued costs for the Transactions. These unfavorable working capital changes were partially offset by decreases to working capital, which were primarily the result of the Company's decision to exit certain contracts in Rail and included the estimated incremental liability to address future obligations related to these contracts.

Net cash (used) provided by investing activities — Net cash provided by investing activities during the six months ended June 30, 2026 was $1.6 billion, compared to net cash used by investing activities of $61.2 million during the six months ended June 30, 2025. The increase was driven primarily by the proceeds from the $1.7 billion CE Holdings Note received upon the closing of the Transactions during the six months ended June 30, 2026. Net cash was also favorably impacted by a $5.1 million net favorable change of net proceeds received from the settlement of foreign currency forward exchange contracts, and $3.3 million in higher cash received from the sale of assets, primarily by HE, during the six months ended June 30, 2026. These net inflows were partially offset by a $25.0 million deposit paid in order to secure commercial commitments for certain Rail contracts paid during the six months ended June 30, 2026, which did not occur in 2025, and a $7.7 million increase in payments for capital expenditures during the six months ended June 30, 2026, when compared to the six months ended June 30, 2025, primarily by CE and HE. The net cash provided by investing activities was principally used to repay the Company's total debt, as further discussed below, as well as to fund net cash used by operating activities, such as the repurchase of receivables under the AR Facility.

Net cash (used) provided by financing activities — Net cash used during the six months ended June 30, 2026 was $1.2 billion, compared with net cash provided of $54.1 million in the six months ended June 30, 2025, which was primarily due to higher net repayments of the Company's total debt of $1.2 billion during the six months ended June 30, 2026, as well as an increase in employee tax payments for stock based compensation of $36.6 million during the six months ended June 30, 2026, as a significant portion of the increase was due to the Transactions. A payment for the settlement of certain stock appreciation rights of $16.5 million was also paid during the six months ended June 30, 2026, as a result of the Transactions.

Sources and Uses of Cash

The Company's principal sources of liquidity are cash provided by operations on an annual basis and borrowings under the Senior Secured Credit Facilities, augmented by cash proceeds from asset sales. The Company expects to continue to utilize the Revolving Credit Facility to meet future cash requirements for operations and growth initiatives. Refer to Note 10, Debt and Credit Agreements in Part I. Financial Statements for more information.

Summary of Senior Secured Credit Facilities and Notes: (in millions)	**June 30 2026**	**December 31 2025**
By type:		
Term Loan	**$ 370.7**	$ 477.5
Revolving Credit Facility	—	526.0
5.75% Senior Notes	—	475.0
Total	**$ 370.7**	$ 1,478.5
By classification:		
Current	**$ —**	$ 5.0
Long-term	**370.7**	1,473.5
Total	**$ 370.7**	$ 1,478.5

	June 30, 2026			
(In millions)	**Facility Limit**	**Outstanding Balance**	**Outstanding Letters of Credit**	**Available Credit**
Revolving credit facility	**152.0**	**$ —**	**$ 7.7**	**$ 144.3**

Debt Covenants

In November 2025, the Company entered into an amendment to the Credit Agreement to, among other things, modify certain levels of its total Net Debt to Consolidated Adjusted EBITDA ratio covenant and permit a distribution of the Company's Clean Earth business, together with certain related transactions, including repayments of certain of the Company's existing indebtedness. As a result of this amendment and the distribution of Legacy Enviri's Clean Earth business, the total Net Debt to Consolidated Adjusted EBITDA ratio covenant was set to 3.00x for the quarter ended June 30, 2026 and for each quarter thereafter. The Company expects that it will maintain compliance with the amended covenants based on current forecasts.

Under the terms of the February 2025 amendment to the Company's Senior Secured Credit Facilities, the Company's required Interest Coverage Ratio is set to a minimum of 2.50x for each quarter ended after December 31, 2024.

At June 30, 2026, as calculated pursuant to the Credit Agreement, the Company was in compliance with these covenants, as the total net debt to Consolidated Adjusted EBITDA ratio was 1.94x, compared to the permitted maximum ratio of 3.00x, and total Interest Coverage Ratio was 4.60x, compared to the permitted minimum ratio of 2.50x. Based on balances and covenants in effect at June 30, 2026, the Company could increase net debt by $160.5 million and remain in compliance with these debt covenants. Alternatively, Consolidated Adjusted EBITDA could decrease by $53.5 million or interest expense could increase by $27.6 million and the Company would remain in compliance with these covenants at June 30, 2026.

The Company believes it will continue to maintain compliance with these covenants based on its current outlook. However, the Company's estimates of compliance with these covenants could change in the future with a deterioration in economic conditions including continued softness in certain markets, higher than forecasted interest rate increases, the timing of working capital, including the collection of receivables, an inability to successfully realize increased pricing and implement cost reduction initiatives that mitigate the impacts of inflation and other factors that may adversely impact its compliance with covenants.

AR Facility

Prior to the completion of the Transactions, the Company maintained a revolving trade receivables securitization facility to accelerate cash flows from trade accounts receivable, which was scheduled to mature in October 2027. Under the AR Facility, the Company and its designated subsidiaries continuously sold their trade receivables as they originated to the wholly-owned bankruptcy-remote SPE. The SPE transferred ownership and control of qualifying receivables to PNC up to a maximum purchase commitment of $160.0 million. On June 1, 2026, the AR Facility was terminated in connection with the Transactions and the Company repurchased the receivables from PNC.

During the six months ended June 30, 2025, the Company received $10.0 million in proceeds from the AR Facility. No proceeds were received from the AR Facility during the six months ended June 30, 2026.

Cash Management

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

At June 30, 2026, the Company's consolidated cash and cash equivalents included $108.9 million held by non-U.S. subsidiaries and approximately 4.3% of the Company's consolidated cash and cash equivalents had regulatory restrictions that would preclude the transfer of funds with and among subsidiaries. Non-U.S. subsidiaries also held $40.1 million of cash and cash equivalents in consolidated strategic ventures. The strategic venture agreements may require strategic venture partner approval to transfer funds with and among subsidiaries. While the Company's remaining non-U.S. cash and cash equivalents can be transferred with and among subsidiaries, the majority of these non-U.S. cash balances will be used to support the ongoing working capital needs and continued growth of the Company's non-U.S. operations.

During the year ended December 31, 2025, in connection with the Company's contracts with certain customers, the Company's contingent commercial commitments were updated, in which the terms of the updated agreement with the issuing bank required cash collateral totaling $20.7 million to be maintained until the contingent commercial commitments are released. During the six months ended June 30, 2026, $6.2 million of this cash collateral was released back to the Company. In addition, as a result of the Transactions, the Company was required to provide an additional $34.4 million of cash collateral to the issuing bank for the contingent commercial commitments during the six months ended June 30, 2026. These balances are classified as Restricted Cash on the Company's Condensed Consolidated Balance Sheets at June 30, 2026 and December 31, 2025.

Recently Adopted and Recently Issued Accounting Standards

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

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risks have not changed significantly from those disclosed in the Company's Information Statement.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

As of June 30, 2026, an evaluation was performed, under the supervision and with the participation of the Company’s management, including the Company's Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company’s disclosure controls and procedures pursuant to Rule 13a – 15 under the Securities and Exchange Act of 1934, as amended. Based upon that evaluation, such officers concluded that the Company's disclosure controls and procedures are effective to ensure that information required to be disclosed by the Company in the reports it files or submits under the Securities and Exchange Act of 1934, as amended (1) is recorded, processed, summarized, and reported within the time periods specified in the Securities and Exchange Commission's rules and forms and (2) is accumulated and communicated to the Company's management, including the Chief Executive Officer and Chief Financial Officer, as appropriate, to allow for timely decisions regarding required disclosure.

Changes in Internal Control Over Financial Reporting

There were no changes in the Company's internal control over financial reporting during the Company's most recent fiscal quarter that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II — OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Information on legal proceedings is included in Note 13, Commitments and Contingencies, in Part I, Item 1, Financial Statements.

ITEM 1A. RISK FACTORS

The Company's risk factors as of June 30, 2026 have not changed materially from those described under the heading, "Risk Factors" in the Company's Information Statement.

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

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

During the three months ended June 30, 2026, no director or officer (as defined in Rule 16a-1(f) under the Exchange Act) of the Company adopted, modified or terminated a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement for the purchase or sale of securities of the Company, within the meaning of Item 408 of Regulation S-K.

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ITEM 6. EXHIBITS

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

Exhibit Number	Description
10.1	Transition Services Agreement, dated as of June 1, 2026, between CLEH, Inc. and Enviri II Corporation(incorporated by reference to Exhibit 10.1 to Enviri's Current Report on Form 8-K filed on June 1, 2026, SEC File Number 001-43207).
10.2	Amendment No. 1 to the Transition Services Agreement, dated as of July 10, 2026, between CLEH, Inc. and Enviri Corporation.*‡
10.3	Joinder Agreement, dated as of June 1, 2026, between Enviri II Corporation and Bank of America, N.A., as administrative agent and collateral agent (incorporated by reference to Exhibit 10.2 to Enviri's Current Report on Form 8-K filed on June 1, 2026, SEC File Number 001-43207).
10.4	Form of Indemnification Agreement (incorporated by reference to Exhibit 10.3 to Enviri's Current Report on Form 8-K filed on June 1, 2026, SEC File Number 001-43207).†
10.5	2026 Omnibus Incentive Plan (incorporated by reference to Exhibit 10.1 to Enviri's Registration Statement on Form S-8 filed on June 2, 2026, SEC File Number 333-296406).†
10.6	Amendment No. 1 to 2026 Omnibus Incentive Plan.*†
10.7	Form of RSU Award Agreement (for awards granted to employees on or after June 15, 2026).*†
10.8	Form of RSU Award Agreement (for awards granted to Peter F. Minan on or after June 15, 2026).*†
10.9	Form of PSU Award Agreement (for awards granted on or after June 15, 2026).*†
10.10	Form of RSU Award Agreement (for awards granted to non-employee directors on or after June 15, 2026).*†
10.11	Form of DSU Award Agreement (for cash compensation deferred by non-employee directors on or after June 15, 2026).*†
10.12	Form of DSU Award Agreement (for equity compensation deferred by non-employee directors on or after June 15, 2026).*†
10.13	Offer Letter to Russell C. Hochman, dated as of June 1, 2026.*†
10.14	Offer Letter to Peter F. Minan, dated as of May 7, 2026.*†
31.1	Certification Pursuant to Rule 13a-14(a) or 15d-14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (Chairman, President and Chief Executive Officer).*
31.2	Certification Pursuant to Rule 13a-14(a) or 15d-14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (Chief Financial Officer).*
32	Certifications Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Chairman, President and Chief Executive Officer and Chief Financial Officer).**
101.Def	Definition Linkbase Document
101.Pre	Presentation Linkbase Document
101.Lab	Labels Linkbase Document
101.Cal	Calculation Linkbase Document
101.Sch	Schema Document
101.Ins	Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

† Indicates a management contract or compensatory plan or arrangement
‡ Schedules and similar attachments have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company itself will furnish copies of any such schedules and attachments to the SEC upon request.
* Filed herewith
** Furnished herewith

SIGNATURES

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

		ENVIRI CORPORATION (Registrant)
DATE	August 11, 2026	/s/ PETER F. MINAN Peter F. Minan *Executive Vice President and Chief Financial Officer* (On behalf of the registrant and as Principal Financial Officer)
DATE	August 11, 2026	/s/ SAMUEL C. FENICE Samuel C. Fenice *Vice President and Corporate Controller* (Principal Accounting Officer)

AMENDMENT NO. 1 TO TRANSITION SERVICES AGREEMENT

This AMENDMENT NO. 1 TO TRANSITION SERVICES AGREEMENT (this "**Amendment**"), dated as of July 10, 2026 (the "**Amendment Date**"), is between CLEH, Inc., a Delaware corporation ("**Company**"), and Enviri Corporation (f/k/a Enviri II Corporation), a Delaware corporation ("**Provider**").

WHEREAS, Enviri Corporation, Company, Enviri LLC, Veolia Environnement S.A. ("**Buyer**") and Liberty Merger Sub Inc. ("**Merger Sub**") entered into that certain Agreement and Plan of Merger, dated as of November 20, 2025 (the "**Merger Agreement**"), pursuant to which Merger Sub was merged with and into Company, with Company continuing as the surviving corporation and wholly owned Subsidiary of Buyer;

WHEREAS, pursuant to the Merger Agreement, Company and Provider entered into that certain Transition Services Agreement, dated as of June 1, 2026 (the "**Transition Services Agreement**"); and

WHEREAS, Company has requested that Provider provide additional services under the Transition Services Agreement, and Provider has agreed to provide those new services, subject to the terms of this Amendment.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, Company and Provider hereby agree to amend the Transition Services Agreement as follows:

1. Defined Terms. Capitalized terms used in this Amendment that are not otherwise defined herein have their respective meanings set forth in the Transition Services Agreement. All references to the Transition Services Agreement or sections therein shall mean the Transition Services Agreement as amended by this Amendment.

2. Amendments to the Transition Services Agreement.

2.1 Each of Service Item #1.4, #1.11, #3.1(A), #3.1(B), and #4.4, is hereby amended, deleted, and/or added (as applicable) as set forth on Schedule A hereto.

2.2 With respect to Services 3.7 and 3.8, Company acknowledges, on behalf of itself and its Affiliates (including Buyer), that (a) such Services are not subject to the Services Standard; (b) Provider is only providing processing services, which are being provided entirely at the direction of Company, without any independent investigation or verification by Provider or its Affiliates, and Provider is entitled to rely upon the accuracy and completeness of those directions and any information provided in connection therewith; (c) Provider is not assuming any responsibility for analysis or decision-making with respect to Company's positions taken on data supplied related to earnings and deductions or any other components of the Share Offering; and (d) Provider has no responsibility to ensure that computations or deductions comply with Law. Despite anything to the contrary in Sections 6.1 and 6.2 of the Transition Services Agreement, (i) Company shall indemnify, defend and hold harmless the Provider Parties against any and all Losses incurred by any of them relating to Services 3.7 and 3.8, whether arising in contract, statute, tort (including, without limitation, negligence) or otherwise that are brought by any Person, except to have resulted from Provider's fraud or intentional misconduct (it being agreed that providing such Services as contemplated herein or as otherwise directed by Company or its Affiliates is not fraud or intentional misconduct, even if determined to be as such by a Governmental Authority (the "**Fraud Exception**")), and (ii) except to have resulted from Provider's fraud or intentional misconduct (subject to the Fraud Exception), (A) Provider's sole liability with respect to any failure to perform or nonconformance of such Services will be to correct such non-conformance or reperform such Service at no additional cost to Company, and (B) Company hereby releases Provider and its Affiliates from any claims concerning such Services, including any claims for indemnification under Section 6.1(a).

3. Expenses. Company shall reimburse Provider for all third-party costs and expenses incurred by Provider and its Affiliates in connection with negotiating and entering into this Amendment, including all legal fees. Company shall pay all such amounts within ten days following receipt of an invoice therefor, without any setoff, deduction or counterclaim. Any amounts not paid when due will be subject to a late charge as set forth in Section 4.2 of the Transition Services Agreement.

4. Miscellaneous. The provisions of Article 7 of the Transition Services Agreement are incorporated by reference into this Amendment *mutatis mutandis*. Except as provided in this Amendment, all other terms and conditions of the Transition Services Agreement remain in full force and effect. To the extent of any conflict between the terms of this Amendment and those of the Transition Services Agreement as in effect immediately prior to the Amendment Date, the terms of this Amendment control.

[Remainder of page intentionally left blank.]

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

CLEH, INC.

By: ______________________________
Name:
Title:

ENVIRI CORPORATION

By: ______________________________
Name:
Title:

SCHEDULE A

AMENDED SERVICES

5

ENVIRI CORPORATION
2026 Omnibus Incentive Plan

First Amendment

Pursuant to Section 16.1 of the 2026 Omnibus Incentive Plan (the "Plan"), the Board of Directors (the "Board") of Enviri Corporation, a Delaware Corporation (the "Company"), hereby amends the Plan, effective as of July 27, 2026, as follows:

1. The title of the Plan shall be, and hereby is, amended to change the name of the Plan from "Enviri II Corporation 2026 Omnibus Incentive Plan" to the "Enviri Corporation 2026 Omnibus Incentive Plan."

2. Section 1.1 of the Plan shall be, and hereby is, amended to change (a) the name of the Plan from "Enviri II Corporation 2026 Omnibus Incentive Plan" to the "Enviri Corporation 2026 Omnibus Incentive Plan" and (b) to change all references of "Enviri II Corporation" to "Enviri Corporation".

3. Section 2 of the Plan shall be, and hereby is, amended to change (a) the definition of "Company" from "Enviri II Corporation, a Delaware corporation, and any successor thereto" to "Enviri Corporation, a Delaware corporation, and any successor thereto" and (b) the definition of "Plan" from "Enviri II Corporation 2026 Omnibus Incentive Plan, as amended or amended and restated from time to time" to "Enviri Corporation 2026 Omnibus Incentive Plan, as amended or amended and restated from time to time".

4. In all other respects, the Plan, as amended, is hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Company has executed this Amendment No. 1 to the 2026 Omnibus Incentive Plan.

ENVIRI CORPORATION
By: /s/ Joshua R. Zalasky

Name: Joshua R. Zalasky
Title: Corporate Secretary

Exhibit 10.7

ENVIRI CORPORATION
RESTRICTED STOCK UNITS AGREEMENT
(FORM - TIME-BASED VESTING)

This RESTRICTED STOCK UNITS AGREEMENT (this "**Agreement**") is made as of [●] (the "**Date of Grant**"), by and between Enviri Corporation, a Delaware corporation, and [PARTICIPANT NAME] (the "**Participant**").

1. Certain Definitions. Capitalized terms used, but not otherwise defined, in this Agreement will have the meanings given to such terms in the Company's 2026 Omnibus Incentive Plan (as amended from time to time, the "**Plan**").

2. Grant of RSUs. Subject to and upon the terms, conditions and restrictions set forth in this Agreement, including, without limitation, Exhibit A attached hereto and subject to any state-specific modifications set forth on Exhibit A-1 attached hereto (the "**Restrictive Covenants Agreement**"), any additional terms and conditions for the Participant's country (Participants outside the United States only) set forth in the attached Exhibit B which forms part of this Agreement, and in the Plan, the Company grants to the Participant, as of the Date of Grant, [NUMBER] Restricted Stock Units ("**RSUs**"). Each RSU shall represent the right of the Participant to receive one share of Common Stock subject to and upon the terms and conditions of this Agreement. Notwithstanding anything in this Section 2 or otherwise in this Agreement to the contrary, the Participant acknowledges and agrees to be bound by the restrictive covenant terms, conditions and provisions in the Restrictive Covenants Agreement as a "Participant" as referred to therein.

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

4. Vesting of RSUs.

(a) The RSUs covered by this Agreement shall vest and become nonforfeitable and payable to the Participant pursuant to Section 5 if the Participant remains in Continuous Service through the applicable vesting date below (each, a "**Vesting Date**"):

Percentage of RSUs Vesting	**Vesting Date**
33.3%	One Year from Date of Grant
33.3%	Two Years from Date of Grant
33.3%	Three Years from Date of Grant

Any RSUs that do not so become nonforfeitable on a Vesting Date will be forfeited, including, except as provided in Section 4(b) or Section 4(c) below, if the Participant's Continuous Service ceases prior to a Vesting Date.

(b) Notwithstanding Section 4(a) above, all of the RSUs shall become nonforfeitable and payable to the Participant pursuant to Section 5 upon the occurrence of any of the following events at a time when the RSUs have not been forfeited (to the extent the RSUs have not previously become nonforfeitable):

(i) the Participant's death or Disability during the Participant's Continuous Service; or

(ii) the Participant's retirement (A) at age 62 or older plus 5 years of service during the Participant's Continuous Service (including years of service with the Company's predecessor) or (B) at or after such time as the Participant's age (minimum of age 55), plus full years of the Participant's Continuous Service (including years of service with the Company's predecessor), equals 75; provided, that such retirement occurs no fewer than six (6) months after the Date of Grant.

(c) Notwithstanding Section 4(a) above,

(i) if (A) this award is not continued, assumed, substituted, or replaced in accordance with Section 15.1 of the Plan or, (B) following the Change in Control, the Participant will not continue to hold, or otherwise receive, an award that relates to cash or publicly traded equity securities of the Company or its successor or an Affiliate (a "**Replacement Award**"), the RSU will vest and become nonforfeitable and payable to the Participant in accordance with Section 5 as of immediately prior to the consummation of the Change in Control contingent upon the Participant remaining in Continuous Service through the consummation of the Change in Control; and

(ii) if (A) this award is continued, assumed, substituted, or replaced in accordance with Section 15.1 of the Plan and, (B) following the Change in Control, the Participant will continue to hold or receive a Replacement Award, the Replacement Award will vest and become nonforfeitable in accordance with Section 4(a) and (b) and payable to the Participant in accordance with Section 5; provided, that if, prior to the final Vesting Date, the Participant's Continuous Service is terminated by the Company or its successor without Cause or by the Participant for Good Reason (as defined below), in either case, within the two-year period following the date of the Change in Control, the Replacement Award will become nonforfeitable and payable to the Participant in accordance with Section 5 as of the date of such termination. For purposes of this Agreement, "**Good Reason**" shall have the meaning set forth in the Company's Executive Severance Plan (if the Participant is also a participant in the Company's Executive Severance Plan) or otherwise means Participant's termination of his or her Continuous Service as a result of the occurrence of any of the following: (I) a change in the Participant's principal location of employment that is greater than 50 miles from such location as of the date of this Agreement without the Participant's consent (provided, however, that the Participant hereby acknowledges that the Participant may be required to engage in travel in connection with the performance of the Participant's duties and that such travel shall not constitute a change in the Participant's principal location of employment for purposes hereof); (II) a material diminution in the Participant's base compensation; (III) a change in the Participant's position with the Company or its successor or applicable subsidiary thereof without the Participant's consent such that there is a material diminution in the Participant's authority, duties or responsibilities; or (IV) any other action or inaction that constitutes a material breach by the Company or its successor or the applicable subsidiary thereof of the agreement, if any, under which the Participant provides services to the Company or its successor or the applicable subsidiary thereof. Notwithstanding the foregoing, the Participant's termination of Continuous Service as a result of the occurrence of any of the foregoing shall not constitute "Good Reason" unless (X) the Participant gives the Company or its successor written notice of such occurrence within 90 days of such occurrence and such occurrence is not cured by the Company or its successor within 30 days of the date on which such written notice is received by the Company or its successor and (Y) the Participant actually terminates his or her Continuous Service with the Company or its successor prior to the 365th day following such occurrence.

5. Form and Time of Payment of RSUs.

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

(b) If the Participant is deemed by the Company at the time of the Participant's "separation from service" (as such term is defined in Treasury Regulations Section 1.409A-1(h) without regard to any alternative definition thereunder) with the Company to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, and if any of the payments upon such separation from service set forth herein are deemed to be "deferred compensation" within the meaning of Section 409A of the Code, then to the extent delayed commencement of any portion of such payments is required to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code and the related adverse taxation under Section 409A of the Code, such payments will not be provided to the Participant prior to the earliest of (i) the date that is six months and one day after the date of such separation from service, (ii) the date of the Participant's death, or (iii) such earlier date as permitted under Section 409A of the Code without the imposition of adverse taxation. Upon the first business day following the expiration of such period, all payments deferred pursuant to this Section 5(b) will be paid in a lump sum to the Participant, and any remaining payments due will be paid as otherwise provided herein.

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

6. Voting and Other Rights; Dividend Equivalents.

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

(b) From and after the Date of Grant and until the earlier of (i) the time when the RSUs become nonforfeitable and are paid in accordance with Section 5 or (ii) the time when the Participant's right to receive Common Stock in payment of the RSUs is forfeited in accordance with Section 4, on the date that the Company pays a cash dividend (if any) to holders of Common Stock generally, the Participant shall become entitled to receive (subject to the following sentence) a number of additional whole RSUs determined by dividing (x) the product of (1) the dollar amount of the cash dividend paid per share of Common Stock on such date and (2) the total number of RSUs (including dividend equivalents) previously credited to the Participant as of such date, by (y) the Fair Market Value on such date. Such dividend equivalents (if any) shall be subject to the same terms and conditions and shall be paid or forfeited in the same manner and at the same time as the RSUs to which the dividend equivalents were credited.

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

7. Adjustments. The RSUs and their terms under this Agreement are subject to mandatory adjustment under the terms of Section 14 of the Plan.

8. Compliance With Applicable Laws. The Company shall make reasonable efforts to comply with all Applicable Laws; provided, however, that notwithstanding any other provision of the Plan and this Agreement, the Company shall not be obligated to issue any Common Stock pursuant to this Agreement if the issuance thereof would result in a violation of any Applicable Laws.

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

10. Withholding Obligations. The Company and its Affiliates may withhold from any payment of cash or distribution of shares of Common Stock or other property to the Participant under this Agreement an amount or number of shares sufficient to cover any required tax withholding with respect to such payment, including up to the maximum allowable withholding, or may take such other action as the Company deems necessary to satisfy any income or other tax withholding requirements arising as a result of the grant or settlement of the RSUs. The Company and its Affiliates may, as a condition to any payment pursuant to this Agreement, require the payment of any such taxes and require that the Participant furnish any information necessary to meet any applicable tax reporting obligation.

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

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

13. Relation to Other Benefits. Any economic or other benefit to the Participant under this Agreement or the Plan shall not be taken into account in determining any benefits to which the Participant may be entitled under any profit-sharing, retirement or other benefit or compensation plan maintained by

the Company or any of its subsidiaries and shall not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or any of its subsidiaries.

14. Amendments. Any amendment to the Plan shall be deemed to be an amendment to this Agreement to the extent that the amendment is applicable hereto; provided, however, that no amendment shall materially impair the rights of the Participant under this Agreement without the Participant's written consent.

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

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

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

18. Governing Law. Except as provided in Exhibits A, A-1, and B, this Agreement will be construed under the laws of the State of Delaware, without regard to its conflict of law provisions, and the parties consent and agree that the federal and state courts located in the State of Delaware will have exclusive jurisdiction over any dispute relating to this Agreement.

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

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

[*Signature Page Follows*]

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

ENVIRI CORPORATION

By:

____

The undersigned hereby acknowledges receipt of an executed version of this Agreement and accepts the award of RSUs granted hereunder on the terms and conditions set forth herein and in the Plan (including the terms of the Restrictive Covenants Agreement, attached hereto as Exhibits A and A-1).

PARTICIPANT

By:

____

EXHIBIT A
RESTRICTIVE COVENANTS AGREEMENT

1. Grant. Participant acknowledges that Participant has access to the confidential and proprietary trade secret information of Enviri Corporation, including its subsidiaries, joint ventures, and operating divisions (the "**Company**"), as further described below ("**Confidential/Proprietary Trade Secret Information**"). Further, Participant acknowledges that Participant derives significant value from the Company and from the Confidential/Proprietary Trade Secret Information provided during the term of employment with the Company, which enables Participant to optimize the performance of the Company's performance and Participant's own personal, professional, and financial benefit. In consideration of the grant described in the award agreement (the "**Agreement**") to which these terms, conditions and provisions (the "**Restrictive Covenants Agreement**") are attached as an exhibit, Participant agrees to the terms of this Restrictive Covenants Agreement.

2. Except as provided in the State-Specific Modifications in Exhibit A-1, during Participant's employment by the Company, and for a period of twelve (12) months after the cessation of such employment for any reason (both such periods collectively referred to as the "**Restricted Period**"), Participant will not, directly or indirectly, engage in any of the following competitive activities:

(a) For Participant or on behalf of any other corporation, business, partnership, limited liability company, unincorporated association, enterprise, or other entity, directly or indirectly solicit, divert, contract with, or attempt to solicit, divert, or contract with, any customer with whom Participant had Material Contact during the final two (2) years of Participant's employment with the Company, concerning any products or services that are the same as, competitive with, or similar to those that Participant was responsible for or were otherwise involved with during Participant's employment with the Company. For purposes of this Restrictive Covenants Agreement, the Participant will have had "**Material Contact**" with a customer if: (i) Participant had business dealings with the customer on the Company's behalf; (ii) Participant was responsible for supervising or coordinating the dealings between the Company and the customer; or (iii) Participant obtained Confidential/Proprietary Trade Secret Information about the customer as a result of Participant's association with the Company;

(b) Within the geographic territory where Participant was employed by the Company, about which Participant obtained knowledge of Confidential/Proprietary Trade Secret Information, or where Participant had Material Contact with the Company's customers (the "**Restricted Area**"): (i) render to any Competitor any services that are the same as, similar to, or competitive with the services that Participant provided to the Company; or (ii) otherwise become employed by or otherwise render services to (as a director, employee, contractor or consultant) or have any ownership interest in any Competitor. "**Competitor**," for purposes of this Restrictive Covenants Agreement means any business which is engaged in offering the same or similar products or services as, or otherwise competes with those manufactured, designed, offered, or sold by the Company, including its subsidiaries and operating unit(s) with which Participant was employed or in any way involved during the last twelve (12) months of employment with the Company; or

(c) (i) induce, offer, assist, encourage or suggest that another corporation, business, partnership, limited liability company, unincorporated association, enterprise, or other entity offer employment to or enter into a consulting arrangement with any employee, agent or representative of the Company or (ii) solicit, induce, offer, assist, encourage or suggest that any employee, agent or representative of the Company terminate his or her employment or business affiliation with the Company or accept employment with any other corporation, business, partnership, limited liability company, unincorporated association, enterprise, or other entity.

(d) <u>Confidential/Proprietary Trade Secret Information</u>.

(i) Participant agrees to keep secret and confidential all Confidential/Proprietary Trade Secret Information (further described below) acquired by Participant while employed by the Company or concerning the business and affairs of the Company, its vendors, its customers, and its affiliates (whether of a business, commercial or technological nature), and further agrees that Participant will not disclose any such Confidential/Proprietary Trade Secret Information so acquired to any individual, partner, company, firm, corporation or other person or use the same in any manner other than in connection with the business and affairs of the Company and its affiliates. Except in the performance of services for the Company, the Participant will not, for so long as the Confidential/Proprietary Trade Secret Information remains so designated under applicable law, use, disclose, reproduce, distribute, transmit, reverse engineer, decompile, disassemble, or transfer the Confidential/Proprietary Trade Secret Information or any portion thereof.

(ii) For purposes of this Restrictive Covenants Agreement, "**Confidential/Proprietary Trade Secret Information**" includes all information of a confidential or proprietary nature that relates to the business, products, services, research or development of the Company, and its affiliates or their respective suppliers, distributors, customers, independent contractors or other business relations. Confidential/Proprietary Trade Secret Information also includes, but is not limited to, the following: (A) internal business information (including information relating to strategic and staffing plans and practices, business, training, financial, marketing, promotional and sales plans and practices, cost, rate and pricing structures, accounting and business methods and customer and supplier lists); (B) identities of, individual requirements of, specific contractual arrangements with and information about, the Company's suppliers, distributors, customers, independent contractors or other business relations and their confidential information; (C) customer usage, volume, and discount information; (D) trade secrets, copyrightable works and other confidential information (including ideas, formulas, recipes, compositions, inventions, innovations, improvements, developments, methods, know-how, manufacturing and production processes and techniques, research and development information, compilations of data and analyses, data and databases relating thereto, techniques, systems, records, manuals, documentation, models, drawings, specifications, designs, plans, proposals, reports and all similar or related information whether patentable or unpatentable and whether or not reduced to practice); (D) other intellectual property rights of the Company, or any of its affiliates; and (E) any other information that would constitute a trade secret under the Pennsylvania Uniform Trade Secrets Act, as amended from time to time (or any successor law). The term "Confidential/Proprietary Trade Secret Information" also includes any information or data described above which the Company obtains from another party and which the Company treats as proprietary or designates as trade secrets, whether or not owned or developed by the Company.

(iii) All documents and materials supplied to Participant or developed by Participant in the course of, or as a result of Participant's employment at the Company, and all Company Confidential/Proprietary Trade Secret Information, whether in hard copy, electronic format or otherwise shall be the sole property of the Company. Participant will at any time upon the request of the Company and in any event promptly upon termination of Participant's employment or relationship with the Company, but in any event no later than five (5) business days after such termination, deliver all such materials to the Company and will not retain any originals or copies of such materials, whether in hard copy form or as computerized and/or electronic records. Except to the extent approved by the Company or required by Participant's bona fide job duties for the Company, the Participant also agrees that Participant will not copy or remove from the Company's place of business or the place of business of a customer of the Company, property or information belonging to the Company or the customer or entrusted to the Company or the customer. In addition, the Participant agrees that Participant will not provide any such materials to any competitor of or any person or entity seeking to compete with the Company unless specifically approved in writing by the Company. Notwithstanding anything in paragraph 2(d)(3) of this Restrictive Covenants Agreement to the contrary, if the Company needs to take legal action to secure such return delivery of such materials, Participant shall be responsible for all legal fees, costs and expenses incurred by the Company in doing so.

(iv) Participant understands that nothing contained in this Restrictive Covenants Agreement limits Participant's ability to file a charge or complaint with any federal, state or local governmental agency or commission ("**Government Agencies**"). Participant further understands that this Restrictive Covenants Agreement does not limit Participant's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be commenced by any Government Agency including providing documents or other information without notice to the Company. This Restrictive Covenants Agreement does not limit the Participant's right to receive an award for information provided to any Government Agencies.

(v) Nothing in this Restrictive Covenants 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 confident 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."

(vi) Nothing in this Restrictive Covenants Agreement, however, waives or authorizes Participant to waive or disclose any attorney work product, attorney-client privilege, or other legal privilege of the Company.

3. Subsequent Employment.

(a) Advise the Company of New Employment. In the event of a cessation of Participant's employment with the Company, and during the Restricted Period described in paragraph 2 above, Participant agrees to disclose to the Company the name and address of any new employer or business affiliation and Participant's anticipated position within ten (10) calendar days of Participant accepting and, in all events before starting, such position. In the event that Participant fails to notify the Company of such new employment or business affiliation as required above, the Restricted Period will be extended by a period equal to the period of nondisclosure.

(b) Participant's Ability to Earn Livelihood. Participant acknowledges that, in the event of a cessation of Participant's employment with the Company, for any reason and at any time, the provisions of this Restrictive Covenants Agreement, including paragraph 2, will not unreasonably restrict Participant's ability to earn a living. Participant and the Company acknowledge that Participant's rights have been limited by this Restrictive Covenants Agreement only to the extent reasonably necessary to protect the legitimate interests of the Company in its Confidential/Proprietary Trade Secret Information.

4. Enforcement. Participant agrees that, if Participant violates the covenants and agreements set forth in this Restrictive Covenants Agreement, the Company would suffer irreparable harm, and that such harm to the Company may be impossible to measure in monetary damages. Accordingly, in addition to any other remedies which the Company may have at law or in equity, the Company will have the right to have all obligations, undertakings, agreements, covenants and other provisions of this Restrictive Covenants Agreement specifically performed by Participant, and the Company will have the right to obtain a temporary restraining order, special injunction, and/or temporary, preliminary and permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach, of this

Restrictive Covenants Agreement. The Company will be entitled to an accounting and repayment of all profits, compensation, remunerations or benefits which Participant or others, directly or indirectly, have realized or may realize as a result of, growing out of, or in conjunction with any violation of this Restrictive Covenants Agreement. Such remedies will be an addition to and not in limitation of any injunctive relief or other rights or remedies to which the Company is or may be entitled at law or in equity. In the event that the Company obtains any requested relief in any action brought to enforce the terms of this Restrictive Covenants Agreement through court proceedings, the Company will be entitled to reimbursement for all legal fees, costs and expenses incident to enforcement.

5. Severability and Reformation. If any section, paragraph, term or provision of this Restrictive Covenants Agreement, or the application thereof, is determined by a competent court or tribunal to be overbroad, invalid or unenforceable, then the other parts of such section, paragraph, term or provision will not be affected thereby and will be given full force and effect without regard to the invalid or unenforceable portions, and the section, paragraph, term or provision of this Restrictive Covenants Agreement will be deemed modified to the extent necessary to render it valid and enforceable. The parties specifically agree that the court or other tribunal shall, and its is the desire of the parties that the court or other tribunal does, reform any such section, paragraph, term or provision to render the Restrictive Covenants Agreement and each such section, paragraph, term or provision enforceable to the maximum extent permitted by law. If the court or other tribunal determines that the section, paragraph, term or provision cannot be modified, then such section, paragraph, term or provision will be stricken from the Restrictive Covenants Agreement and severed, and the other sections, paragraphs, terms and provisions will remain in full force and effect.

6. Miscellaneous.

(a) Employment.

(i) This Restrictive Covenants Agreement does not constitute a guarantee of employment and termination of employment will not affect the enforceability of this Restrictive Covenants Agreement.

(ii) Participant agrees that if Participant is transferred from the entity or division which was Participant’s employer at the time Participant signed this Restrictive Covenants Agreement to employment by another division or another company that is a subsidiary or affiliate of Enviri Corporation, and Participant has not entered into a superseding agreement with the new employer covering the subject matter of this Restrictive Covenants Agreement, then this Restrictive Covenants Agreement will continue in effect and the Participant’s new employer will be termed “the Company” for all purposes hereunder and will have the right to enforce this Restrictive Covenants Agreement as Participant’s employer. In the event of any subsequent transfer, Participant’s new employer will succeed to all rights under this Restrictive Covenants Agreement so long as such employer will be Enviri Corporation or one of its subsidiaries or affiliates and so long as this Restrictive Covenants Agreement has not been superseded.

(b) Headings. The headings contained in this Restrictive Covenants Agreement are inserted for convenience of reference only, and will not be deemed to be a part of this Restrictive Covenants Agreement for any purposes, and will not in any way define or affect the meaning, construction or scope of any of the provisions of this Restrictive Covenants Agreement.

(c) Governing Law and Forum. Except as provided in the State-Specific Modifications on Exhibit A-1, this Restrictive Covenants Agreement will be construed under the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions, and the parties consent and agree that the federal and state courts of the Commonwealth of Pennsylvania will have exclusive jurisdiction over any dispute relating to this Restrictive Covenants Agreement.

(d) Supplemental Nature of this Restrictive Covenants Agreement. The restrictions set forth in paragraph 2 of this Restrictive Covenants Agreement will be in addition to any other such restrictive covenants agreed to through separate agreements, if any, between Participant and the Company and will survive the exercise of the equity award evidenced by the Agreement.

(e) Waiver. The failure by the Company to enforce any right or remedy available to it under this Restrictive Covenants Agreement will not be construed to be a waiver of such right or remedy with respect to any other prior, concurrent or subsequent breach or failure. No waiver of rights under this Restrictive Covenants Agreement will be effective unless made in writing with specific reference to this Restrictive Covenants Agreement.

(f) Notification. Participant agrees that it shall notify any potential subsequent employer or business affiliation of the terms of this Restrictive Covenants Agreement before accepting such subsequent employment or business affiliation. Without limiting the foregoing, Participant agrees that the Company may notify any third party about Participant's obligations under this Restrictive Covenants Agreement until such time as Participant has performed all of Participant's obligations hereunder. Upon the Company's request, Participant agrees to provide the Company with information, including, but not limited to, supplying details of Participant's subsequent employment, sufficient to verify that Participant has not breached, or is not breaching, any covenant in this Restrictive Covenants Agreement.

(g) Tolling. In the event that Participant violates any of the covenants set forth in this Restrictive Covenants Agreement, then the Company shall have the benefit of the full period of the covenants such that the covenants shall have the duration of the Restricted Period computed from the date Participant ceased violation of the covenants, either by order of the court or otherwise.

(h) Acknowledgements.

(i) Participant acknowledges and agrees that this Restrictive Covenants Agreement is in consideration of, (A) the grant evidenced by the Agreement, (B) access to Confidential/Proprietary Trade Secret Information, as required by Participant's job duties, and (C) access to important customer relationships and the associated customer goodwill of the Company.

(ii) Participant acknowledges that he or she has carefully read and considered the provisions of this Restrictive Covenants Agreement, and that this Restrictive Covenants Agreement is reasonable as to time and scope and activities prohibited, given the Company's need to protect its interests and given the consideration provided to Participant in the form of the grant evidenced by the Agreement.

(iii) Participant acknowledges that he or she has had an opportunity to consult with an independent legal counsel of Participant’s choosing, and accept the grant contained in the Agreement on the terms set forth in this Restrictive Covenants Agreement.

Participant, intending to be legally bound, agrees to the foregoing terms:

PARTICIPANT
By: ______________________________

EXHIBIT A-1
STATE-SPECIFIC MODIFICATIONS TO RESTRICTIVE COVENANTS AGREEMENT

Minnesota	If Participant primarily resides and works in Minnesota, the following paragraphs of the Restrictive Covenant Agreement are modified as follows: (1) Paragraph 2(a) is stricken and replaced with the following: "(a) For Participant or on behalf of any other corporation, business, partnership, limited liability company, unincorporated association, enterprise, or other entity, directly or indirectly solicit or attempt to solicit any customer with whom Participant had Material Contact during the final two (2) years of Participant's employment with the Company, concerning any products or services that are the same as, competitive with, or similar to those that Participant was responsible for or were otherwise involved with during Participant's employment with the Company. For purposes of this Restrictive Covenants Agreement, the Participant will have had "Material Contact" with a customer if: (i) Participant had business dealings with the customer on the Company's behalf; (ii) Participant was responsible for supervising or coordinating the dealings between the Company and the customer; or (iii) Participant obtained Confidential/Proprietary Trade Secret Information about the customer as a result of Participant's association with the Company;" (2) Paragraph 2(b) is stricken and does not apply to Participant; and (3) The terms "Pennsylvania" and "Commonwealth of Pennsylvania" in paragraph 6(c) are replaced with "Minnesota.".

Virginia	If Participant primarily resides and works in Virginia, the following paragraphs of the Restrictive Covenant Agreement are modified as follows: (1) Paragraph 2(a) is stricken and replaced with the following: "(a) For Participant or on behalf of any other corporation, business, partnership, limited liability company, unincorporated association, enterprise, or other entity, directly or indirectly solicit or otherwise initiate contact with any customer with whom Participant had Material Contact during the final two (2) years of Participant's employment with the Company, concerning any products or services that are the same as, competitive with, or similar to those that Participant was responsible for or were otherwise involved with during Participant's employment with the Company. For purposes of this Restrictive Covenants Agreement, the Participant will have had "Material Contact" with a customer if: (i) Participant had business dealings with the customer on the Company's behalf; (ii) Participant was responsible for supervising or coordinating the dealings between the Company and the customer; or (iii) Participant obtained Confidential/Proprietary Trade Secret Information about the customer as a result of Participant's association with the Company;" (2) Paragraph 2 does not restrict Participant from providing a service to a customer or client of the Company if the employee does not initiate contact with or solicit the customer or client. (3) Paragraph 2(b) does not apply to a "low-wage employee" within the meaning of Code of Virginia § 40.1-28.7:8. (4) For agreements signed on or after July 1, 2026, if Participant is terminated by the Company without cause, Paragraph 2(b) does not apply to Participant unless the Company pays to Participant a payment in the amount of $1,000.00. (5) The terms "Pennsylvania" in paragraph 6(c) is replaced with "Virigina".

(iv)

EXHIBIT B
ADDITIONAL TERMS AND CONDITIONS FOR INTERNATIONAL EMPLOYEES

Terms and Conditions

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

Notifications

This Exhibit also includes information regarding exchange controls and certain other issues of which the Participant should be aware with respect to participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the respective countries as of May 2026. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant not rely on the information in this Exhibit as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out of date at the time that the Participant vests in the RSUs or sell shares of Common Stock acquired under the Plan.

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

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

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

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

Responsibility for Taxes. The following section replaces Section 10 of the Agreement in its entirety:

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

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

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

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

Nature of Grant. In accepting the grant, the Participant acknowledges, understands and agrees that: (1) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan; (2) all decisions with respect to future RSU or other grants, if any, will be at the sole discretion of the Company; (3) the Participant is voluntarily participating in the Plan; (4) the RSU and the shares of Common Stock subject to the RSU are not intended to replace any pension rights or compensation; (5) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted with certainty; (6) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from the termination of the Participant's employment or other service relationship (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), and in consideration of the grant of the RSUs to which the Participant is otherwise not entitled, the Participant irrevocably agrees never to institute any claim against the Company, any of its Subsidiaries or the Employer, waives the Participant's ability, if any, to bring any such claim, and releases the Company, its Subsidiaries and the Employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Participant shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim; (7) for purposes of the RSUs, the Participant's employment or service relationship will be considered terminated as of the date the Participant is no longer actively providing services to the Company or one of its Subsidiaries (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or providing services or the terms of the Participant's employment or service agreement, if any) and unless otherwise expressly provided in these Terms and Conditions or determined by the Company, the Participant's right to vest in the RSUs under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., the Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Participant is employed or providing services or the terms of the Participant's employment or service agreement, if any); the Company shall have the exclusive discretion to determine when the Participant is no longer actively providing services for purposes of the Participant's RSU grant (including whether the Participant may still be considered to be providing services while on an approved leave of absence); (8) unless otherwise provided in the Plan or by the Company in its discretion, the RSUs and the benefits evidenced by these Terms and Conditions do not create any entitlement to have the RSUs or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; (9) the RSUs and the shares of Common Stock subject to the RSUs, and the income and value of same, are not part of normal or expected compensation for any purpose, including, without limitation, calculating severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments; and (10) the Participant acknowledges and agrees that neither the Company, the Employer nor any subsidiary or affiliate of the Company shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to the Participant pursuant to the settlement of the RSUs or the subsequent sale of any shares of Common Stock acquired upon settlement.

No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or the Participant's acquisition or sale of the underlying shares of Common Stock. The Participant is hereby advised to consult with the Participant's own personal tax, legal and financial advisors regarding the Participant's participation in the Plan before taking any action related to the Plan.

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

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

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

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

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

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

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

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

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

Compliance with Law. The following section supplements Section 8 of the Agreement: Notwithstanding any other provision of the Plan or the Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Common Stock, the Company shall not be required to deliver any shares issuable upon settlement of the RSUs prior to the completion of any registration or qualification of the shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("**SEC**") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Participant understands that the Company is under no obligation to register or qualify the shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, the Participant agrees that Company shall have unilateral authority to amend the Plan and the Agreement without the Participant's consent to the extent necessary to comply with securities or other laws applicable to issuance of shares.

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

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

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

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

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

B. COUNTRY-SPECIFIC ADDITIONAL TERMS AND CONDITIONS AND NOTIFICATIONS

BAHRAIN

TERMS AND CONDITIONS

The grant of the RSUs and any payments made hereunder will not be considered salary, wages or other fixed compensation for purposes of any severance pay, end of service gratuity or similar allowance or entitlement, except as otherwise required by law.

<u>**BELGIUM**</u>

NOTIFICATIONS

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

<u>**BRAZIL**</u>

TERMS AND CONDITIONS

Compliance with Law. By accepting the RSUs, the Participant acknowledges that he or she agrees that (i) the grant, vesting/settlement and delivery of any shares occur outside Brazil by Enviri Corporation (a Delaware corporation) and do not involve a public offering of securities in Brazil and (ii) the Participant will comply with applicable Brazilian laws in connection with holding and disposing of assets abroad, including the receipt of any dividends, and any reporting obligations related to such assets.

Labor and Social Security Law. For Participants resident or employed in Brazil, the RSUs are granted on a discretionary basis, are not part of fixed or ordinary compensation, and shall not be considered salary or remuneration for purposes of Brazilian labor and social security laws, including for purposes of severance payments, vacation pay, 13th salary, FGTS contributions, notice payments, overtime, social security contributions or any other labor entitlement, except as otherwise determined by mandatory applicable law.

Any restrictive covenants applicable to Participants resident or employed in Brazil shall apply only to the extent enforceable under applicable Brazilian law, including applicable requirements regarding reasonable scope, duration and financial consideration.

Securities Law. Participation in the Plan in Brazil is made on a private basis to a restricted group of eligible participants and does not constitute a public offering of securities in Brazil. No registration with the Brazilian Securities and Exchange Commission (CVM) is required for the grant, vesting/settlement or delivery of shares under the Plan.

Dividend Equivalents are granted solely in connection with the equity incentive nature of the RSUs and not as consideration for services rendered.

NOTIFICATIONS

Exchange Control Information. If the Participant is resident or domiciled in Brazil, he or she will be required to submit annually a declaration of assets and rights held outside of Brazil to the Banco Central do Brasil (CBE — Declaração de Capitais Brasileiros no Exterior) if the aggregate value of such assets and rights equals or exceeds the threshold established by BCB regulations in force at the time of the declaration (currently USD 1,000,000, or equivalent, as of December 31 of each calendar year). Assets and rights that must be reported include shares of Common Stock acquired upon vesting of RSUs, and may also include unvested RSUs to the extent they are treated as rights with determinable value under applicable BCB guidance. Brazilian resident Participants are strongly advised to consult their legal and tax advisors regarding the CBE reporting obligations applicable to their specific circumstances, as such regulations are subject to change.

Capital Gains Tax. Brazilian resident Participants who sell shares of Common Stock acquired upon vesting of RSUs may be subject to Brazilian capital gains tax (IRPF — ganho de capital) on the positive difference between the sale proceeds and the tax cost basis of the shares (which, as a general matter, corresponds to the fair market value of the shares at the time of vesting, as reported for carnê-leão purposes). Capital gains must be calculated and reported using the Programa de Apuração de Ganhos de Capital (GCAP), and the corresponding IRPF must be paid by the last business day of the month following the month of the sale. The applicable rates range from 15% to 22.5% depending on the amount of the gain realized. Brazilian resident Participants are advised to consult their personal tax advisors regarding the applicable rates and reporting obligations.

Annual Income Tax Return - Foreign Assets. Brazilian resident Participants who hold shares of Common Stock outside Brazil are required to declare such shares as 'Bens e Direitos' (Assets and Rights) in their annual DIRPF, using the applicable code for shares in foreign companies, at the acquisition cost (in Brazilian reais, converted at the PTAX exchange rate on the relevant date). Unvested RSUs may also be reportable as rights to receive foreign shares, and Participants are advised to consult their personal tax advisors regarding the applicable reporting obligations.

For Participants resident or domiciled in Brazil, since RSUs are granted by a foreign entity with no Brazilian affiliate or employer acting as withholding agent, no Brazilian income tax (IRPF) will be withheld at source. Brazilian resident Participants are solely responsible for (i) calculating and paying IRPF, if applicable; and (ii) their Brazilian individual income tax return (Declaração de Ajuste Anual — DIRPF).

CANADA

TERMS AND CONDITIONS

Settlement. Notwithstanding any discretion in the Plan or anything to the contrary in this Agreement, this grant of RSUs, along with any dividend equivalent amounts otherwise payable under Section 6 of this Agreement, shall only be settled in newly-issued shares of Common Stock, and without the use of any form of employee benefit trust. This provision is without prejudice to the application of Section 8 of this Agreement or Section 13.5 of the Plan, provided the Participant has been given a reasonable opportunity to pay (either out his/her own funds or via payroll deduction) all relevant amounts required to be withheld or remitted in connection with taxes, source deductions or any other similar obligations.

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

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

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

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

NOTIFICATIONS

Securities Law Information.

The securities granted to you in this Agreement and the issuance of any Common Stock underlying such securities is made in reliance upon applicable exemptions from the prospectus requirements of applicable Canadian securities legislation, including National Instrument 45-106 – *Prospectus Exemptions.*

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

Any Common Stock issued to a Participant resident in Canada will be subject to resale restrictions under applicable Canadian securities laws, including National Instrument 45-102 – *Resale of Securities*, and may not be traded in Canada except in reliance on an available exemption or outside Canada in accordance with applicable laws. The resale restrictions applicable to the Participant may vary depending on the Company's status under Canadian securities laws at the time of disposition. You understand that you are permitted to sell Common Stock acquired pursuant to the Plan, provided that the Company is a "foreign issuer" that is not a "reporting issuer" in any jurisdiction of Canada on the distribution date of the Award and on the date the Common Stock is sold and the sale of the Common Stock acquired pursuant to the Plan takes place: (i) through an exchange, or a market, outside of Canada on the distribution date; or (ii) to a person or company outside of Canada. For purposes hereof, in addition to not being a reporting issuer in any jurisdiction of Canada, a "foreign issuer" is an issuer that: (i) is not incorporated or existing pursuant to the laws of Canada or any jurisdiction of Canada; (ii) does not have its head office in Canada; and (iii) does not have a majority of its executive officers or directors ordinarily resident in Canada on the distribution date of the Award. If any designated broker is appointed under the Plan, you shall sell such securities through the designated broker.

Any certificates or electronic records representing any Common Stock issued to a Participant resident in Canada shall bear such legends as the Company determines necessary or desirable to comply with applicable Canadian securities laws.

Tax Reporting:

Foreign Asset/Account Reporting Information. Participant will generally be required to report any "specified foreign property" (as defined in the *Income Tax Act* (Canada) on form T1135 (Foreign Income Verification Statement) if the total cost amount of all "specified foreign property" exceeds C$100,000 at any time in the year. Specified foreign property will generally include Common Stock acquired under the Plan and may include the RSUs. The RSUs must be reported (generally at a nil cost) if the C$100,000 cost threshold is exceeded because of other specified foreign property Participant holds. The cost to a Participant of Common Stock acquired would generally equal the fair market value of the Common Stock at the time of acquisition. However, if Participant owns other Common Stock, the adjusted cost base ("**ACB**") of any Common Stock acquired will be determined by averaging the cost of such Common Stock with the ACB of all other Common Stock held by the Participant as capital property at such time. The form must be filed by the Participant's income tax return filing due date following the taxation year in question. Participant should consult with his or her personal legal and tax advisor, as the case may be, to ensure compliance with applicable reporting obligations.

For Participants in the Province of Ontario

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

<u>CHINA</u>

TERMS AND CONDITIONS

The following provisions apply to Participants who, as the Company determines in its sole discretion, are subject to foreign exchange control requirements in the People's Republic of China ("**PRC**" or "**China**") including requirements imposed by the State Administration of Foreign Exchange ("**SAFE**") (each, a "**PRC Participant**").

Notwithstanding anything to the contrary in the Agreement or the Plan, due to local regulatory requirements, upon the vesting of the RSUs, a PRC Participant will receive a cash payment in China via the Company's local Chinese payroll in an amount equal to the value of the shares of Common Stock underlying the vested RSUs on the vesting date, less any or all income tax, social insurance, payroll tax, payment on account or other Tax-Related Items.

For the avoidance of doubt, unless and until all applicable PRC laws, regulations and regulatory requirements have been satisfied, a PRC Participant shall not receive, hold, or have any right to demand delivery of shares of Common Stock in connection with the RSUs under the Plan, and any provisions in the Agreement or the Plan relating to the issuance, delivery or holding of shares of Common Stock shall not apply to such PRC Participant.

FRANCE

TERMS AND CONDITIONS

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

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

NOTIFICATIONS

Tax Notification. The RSUs are not intended to be French tax-qualified.

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

GERMANY

TERMS AND CONDITIONS

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

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

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

INDIA

TERMS AND CONDITIONS

The Participant hereby agrees that it shall hold the RSUs and subsequently, the shares of the Common Stock pursuant to this Agreement and the Plan, at all times in accordance with the applicable laws in India, including but not limited to the Foreign Exchange Management Act, 1999 ("FEMA") and the Foreign Exchange Management (Overseas Investment) Rules, 2022 ("OI Rules") (and as amended or replaced), relevant regulations, master circulars, directions, notifications, schemes issued in this regard by the Reserve Bank of India from time to time and shall assist the Company in carrying out the necessary reporting with the Reserve Bank of India at all stages of granting, vesting and issuance of shares of Common Stock, if and as may be required. The Participant agrees to indemnify the Company and/or subsidiary of the Company with respect to any non-compliance and/or non-adherence by the Participant of any of the applicable laws in India arising out of the holding of the shares of the Common Stock by the Participant.

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

THE NETHERLANDS

TERMS AND CONDITIONS

Restrictive Covenants Agreement. The Restrictive Covenants Agreement entered into between the Company and the Participant shall be in addition to any non-compete arrangements between the Participant and his or her employer.

Cause. The following provision supplements this Agreement and the Plan:

With respect to Participants who are employed by or provide services to an Affiliate of the Company in the Netherlands, the definition of "Cause" set forth in the Plan or applicable Award Agreement shall include, in addition to the circumstances described therein, any act or omission that constitutes an urgent cause (dringende reden) or (serious) culpable conduct ((ernstig) verwijtbaar handelen) within the meaning of the Dutch Civil Code.

Tax Indemnity. The Participant hereby indemnifies the Company and/or subsidiary of the Company, to the extent legally permitted and to the extent not otherwise recovered from the Participant, against any and all tax liability and social security premiums interest, surcharges, and penalties arising from or in connection with the grant, vesting, settlement, or sale of RSUs under this Plan,

The following provisions supplement the **Responsibility for Taxes** section of the Agreement for Directors or Consultants who perform services under a services agreement or management agreement:

Risk of Reclassification. The Participant acknowledges that the Dutch tax authorities (Belastingdienst) actively enforce rules regarding the misclassification of independent contractors as employees (schijnzelfstandigheid). If the Dutch tax authorities determine that the Participant's working relationship with the employer qualifies as an employment relationship (dienstbetrekking) within the meaning of the Dutch Wage Tax Act 1964 (Wet op de loonbelasting 1964), whether deemed (fictieve dienstbetrekking) or otherwise, the Employer may be required to withhold and remit wage tax and social insurance contributions on the RSU benefits and may be subject to additional tax assessments, penalties and interest. In such event, the Participant agrees to cooperate with the employer and to reimburse the employer for any wage tax, social insurance contributions, penalties, interest or other costs incurred by the employer as a direct result of such reclassification to the extent attributable to the Participant's RSU benefits, without prejudice to any other rights the employer may have.

In the event of a reclassification as referred to above, the Participant authorises the employer to satisfy any resulting withholding obligations by any of the methods described in the withholding provisions applicable to employee Participants, including by way of sell-to-cover, or cash payment by the Participant.

UNITED KINGDOM

TERMS AND CONDITIONS

The Participant agrees to:

(a) if so required by the Company, enter into an election in a form approved by the Company in accordance with section 431 of the Income Tax (Earnings and Pensions) Act 2003 (restricted securities election) in respect of any Common Stock received by the Participant pursuant to the RSUs; and

(b) indemnify the Company, their employer and any other person in respect of any amounts in respect of income tax, employee's National Insurance contributions and, if so determined by the Company to the extent permitted by law, employer's National Insurance contributions for which the Company, their employer or any other person is obliged to account under the Pay-As-You-Earn system arising in respect of the RSUs.

ENVIRI CORPORATION
RESTRICTED STOCK UNITS AGREEMENT
(FORM - TIME-BASED VESTING)

This RESTRICTED STOCK UNITS AGREEMENT (this “**Agreement**”) is made as of [●] (the “**Date of Grant**”), by and between Enviri Corporation, a Delaware corporation, and [PARTICIPANT NAME] (the “**Participant**”).

1. Certain Definitions. Capitalized terms used, but not otherwise defined, in this Agreement will have the meanings given to such terms in the Company’s 2026 Omnibus Incentive Plan (as amended from time to time, the “**Plan**”).

2. Grant of RSUs. Subject to and upon the terms, conditions and restrictions set forth in this Agreement, including, without limitation, Exhibit A attached hereto and subject to any state-specific modifications set forth on Exhibit A-1 attached hereto (the “**Restrictive Covenants Agreement**”) and in the Plan, the Company grants to the Participant, as of the Date of Grant, [NUMBER] Restricted Stock Units (“**RSUs**”). Each RSU shall represent the right of the Participant to receive one share of Common Stock subject to and upon the terms and conditions of this Agreement. Notwithstanding anything in this Section 2 or otherwise in this Agreement to the contrary, the Participant acknowledges and agrees to be bound by the restrictive covenant terms, conditions and provisions in the Restrictive Covenants Agreement as a “Participant” as referred to therein.

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

4. Vesting of RSUs.

(a) The RSUs covered by this Agreement shall vest and become nonforfeitable and payable to the Participant pursuant to Section 5 if the Participant remains in Continuous Service through the applicable vesting date below (each, a “**Vesting Date**”):

Vesting Tranche	Percentage of RSUs Vesting	Vesting Date
First Tranche	33.3%	One Year from Date of Grant
Second Tranche	33.3%	Two Years from Date of Grant
Third Tranche	33.3%	Three Years from Date of Grant

Any RSUs that do not so become nonforfeitable on a Vesting Date will be forfeited, including, except as provided in Section 4(b) or Section 4(c) below, if the Participant’s Continuous Service ceases prior to a Vesting Date.

(b) Notwithstanding Section 4(a) above, all of the RSUs shall become nonforfeitable and payable to the Participant pursuant to Section 5 upon the Participant’s death or Disability during the Participant’s Continuous Service at a time when the RSUs have not been forfeited (to the extent the RSUs have not previously become nonforfeitable).

(c) Notwithstanding Section 4(a) above, if the Participant voluntarily terminates his Continuous Service (A) after March 31, 2027, but prior to the first anniversary of the Date of Grant (*provided*, that the RSUs have not previously been forfeited or become nonforfeitable at such time), then a prorated portion of the RSUs (rounded to the nearest whole number) will vest and become nonforfeitable and payable to the Participant in accordance with Section 5 as of the date of such termination, with such prorated portion determined by multiplying 100% of the RSUs by a fraction, the numerator of which is the number of full calendar months during which the Participant provided Continuous Service to the Company or its predecessor since December 1, 2025, and the denominator of which is 42; (B) after the first Vesting Date, but prior to the second anniversary of the Date of Grant (*provided*, that the RSUs have not previously been forfeited or become nonforfeitable at such time), then a prorated portion of the RSUs (rounded to the nearest whole number) will vest and become nonforfeitable and payable to the Participant in accordance with Section 5 as of the date of such termination, with such prorated portion determined by multiplying 100% of the RSUs by a fraction, the numerator of which is the number of full calendar months during which the Participant provided Continuous Service to the Company since December 1, 2025, and the denominator of which is 42 less the RSUs that would have vested and been payable at the first anniversary date of the Date of Grant; or (C) after the second Vesting Date, but prior to the third anniversary of the Date of Grant (*provided*, that the RSUs have not previously been forfeited or become nonforfeitable at such time), then a prorated portion of the RSUs (rounded to the nearest whole number) will vest and become nonforfeitable and payable to the Participant in accordance with Section 5 as of the date of such termination, with such prorated portion determined by multiplying 100% of the RSUs by a fraction, the numerator of which is the number of full calendar months during which the Participant provided Continuous Service to the Company since December 1, 2025, and the denominator of which is 42 less the RSUs that would have vested and been payable at the first anniversary date of the Grant Date plus the second anniversary date of the Date of Grant.

(d) Notwithstanding Section 4(a) above,

(i) if (A) this award is not continued, assumed, substituted, or replaced in accordance with Section 15.1 of the Plan or, (B) following the Change in Control, the Participant will not continue to hold, or otherwise receive, an award that relates to cash or publicly traded equity securities of the Company or its successor or an Affiliate (a "**Replacement Award**"), the RSU will vest and become nonforfeitable and payable to the Participant in accordance with Section 5 as of immediately prior to the consummation of the Change in Control contingent upon the Participant remaining in Continuous Service through the consummation of the Change in Control; and

(ii) if (A) this award is continued, assumed, substituted, or replaced in accordance with Section 15.1 of the Plan and, (B) following the Change in Control, the Participant will continue to hold or receive a Replacement Award, the Replacement Award will vest and become nonforfeitable in accordance with Section 4(a), (b), or (c) above and payable to the Participant in accordance with Section 5; provided, that if, prior to the final Vesting Date, the Participant's Continuous Service is terminated by the Company or its successor without Cause or by the Participant for Good Reason (as defined below), in either case, within the two-year period following the date of the Change in Control, the Replacement Award will become nonforfeitable and payable to the Participant in accordance with Section 5 as of the date of such termination. For purposes of this Agreement, "**Good Reason**" shall have the meaning set forth in the Company's Executive Severance Plan (if the Participant is also a participant in the Company's Executive Severance Plan) or otherwise means Participant's termination of his Continuous Service as a result of the occurrence of any of the following: (I) a change in the Participant's principal location of employment that is greater than 50 miles from such location as of the date of this Agreement without the Participant's consent (provided, however, that the Participant hereby acknowledges that the Participant may be required to engage in travel in connection with the performance of the Participant's duties and that such travel shall not constitute a change in the Participant's principal location of employment for purposes hereof); (II) a material diminution in the Participant's base compensation; (III) a change in the Participant's position with the Company or its successor or applicable subsidiary thereof without the Participant's consent such that there is a material diminution in the Participant's authority, duties or responsibilities; or (IV) any other action or inaction that constitutes a material breach by the Company or its successor or the applicable subsidiary thereof of the agreement, if any, under which the Participant provides services to the Company or its successor or the applicable subsidiary thereof. Notwithstanding the foregoing, the Participant's termination of Continuous Service as a result of the occurrence of any of the foregoing shall not constitute "Good Reason" unless (X) the Participant gives the Company or its successor written notice of such occurrence within 90 days of such occurrence and such occurrence is not cured by the Company or its successor within 30 days of the date on which such written notice is received by the Company or its successor and (Y) the Participant actually terminates his Continuous Service with the Company or its successor prior to the 365th day following such occurrence.

5. Form and Time of Payment of RSUs.

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

(b) If the Participant is deemed by the Company at the time of the Participant's "separation from service" (as such term is defined in Treasury Regulations Section 1.409A-1(h) without regard to any alternative definition thereunder) with the Company to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, and if any of the payments upon such separation from service set forth herein are deemed to be "deferred compensation" within the meaning of Section 409A of the Code, then to the extent delayed commencement of any portion of such payments is required to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code and the related adverse taxation under Section 409A of the Code, such payments will not be provided to the Participant prior to the earliest of (i) the date that is six months and one day after the date of such separation from service, (ii) the date of the Participant's death, or (iii) such earlier date as permitted under Section 409A of the Code without the imposition of adverse taxation. Upon the first business day following the expiration of such period, all payments deferred pursuant to this Section 5(b) will be paid in a lump sum to the Participant, and any remaining payments due will be paid as otherwise provided herein.

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

6. Voting and Other Rights; Dividend Equivalents.

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

(b) From and after the Date of Grant and until the earlier of (i) the time when the RSUs become nonforfeitable and are paid in accordance with Section 5 or (ii) the time when the Participant's right to receive Common Stock in payment of the RSUs is forfeited in accordance with Section 4, on the date that the Company pays a cash dividend (if any) to holders of Common Stock generally, the Participant shall become entitled to receive (subject to the following sentence) a number of additional whole RSUs determined by dividing (x) the product of (1) the dollar amount of the cash dividend paid per share of Common Stock on such date and (2) the total number of RSUs (including dividend equivalents) previously credited to the Participant as of such date, by (y) the Fair Market Value on such date. Such dividend equivalents (if any) shall be subject to the same terms and conditions and shall be paid or forfeited in the same manner and at the same time as the RSUs to which the dividend equivalents were credited.

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

7. Adjustments. The RSUs and their terms under this Agreement are subject to mandatory adjustment under the terms of Section 14 of the Plan.

8. Compliance With Applicable Laws. The Company shall make reasonable efforts to comply with all Applicable Laws; provided, however, that notwithstanding any other provision of the Plan and this Agreement, the Company shall not be obligated to issue any Common Stock pursuant to this Agreement if the issuance thereof would result in a violation of any Applicable Laws.

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

10. Withholding Obligations. The Company and its Affiliates may withhold from any payment of cash or distribution of shares of Common Stock or other property to the Participant under this Agreement an amount or number of shares sufficient to cover any required tax withholding with respect to such payment, including up to the maximum allowable withholding, or may take such other action as the Company deems necessary to satisfy any income or other tax withholding requirements arising as a result of the grant or settlement of the RSUs. The Company and its Affiliates may, as a condition to any payment pursuant to this Agreement, require the payment of any such taxes and require that the Participant furnish any information necessary to meet any applicable tax reporting obligation.

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

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

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

14. Amendments. Any amendment to the Plan shall be deemed to be an amendment to this Agreement to the extent that the amendment is applicable hereto; provided, however, that no amendment shall materially impair the rights of the Participant under this Agreement without the Participant's written consent.

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

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

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

18. Governing Law. Except as provided in Exhibits A and A-1, this Agreement will be construed under the laws of the State of Delaware, without regard to its conflict of law provisions, and the parties consent and agree that the federal and state courts located in the State of Delaware will have exclusive jurisdiction over any dispute relating to this Agreement.

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

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

[*Signature Page Follows*]

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

ENVIRI CORPORATION

By:

____

The undersigned hereby acknowledges receipt of an executed version of this Agreement and accepts the award of RSUs granted hereunder on the terms and conditions set forth herein and in the Plan (including the terms of the Restrictive Covenants Agreement, attached hereto as Exhibits A and A-1).

PARTICIPANT

By:

____

EXHIBIT A
RESTRICTIVE COVENANTS AGREEMENT

1. Grant. Participant acknowledges that Participant has access to the confidential and proprietary trade secret information of Enviri Corporation, including its subsidiaries, joint ventures, and operating divisions (the "**Company**"), as further described below ("**Confidential/Proprietary Trade Secret Information**"). Further, Participant acknowledges that Participant derives significant value from the Company and from the Confidential/Proprietary Trade Secret Information provided during the term of employment with the Company, which enables Participant to optimize the performance of the Company's performance and Participant's own personal, professional, and financial benefit. In consideration of the grant described in the award agreement (the "**Agreement**") to which these terms, conditions and provisions (the "**Restrictive Covenants Agreement**") are attached as an exhibit, Participant agrees to the terms of this Restrictive Covenants Agreement.

2. Except as provided in the State-Specific Modifications in Exhibit A-1, during Participant's employment by the Company, and for a period of twelve (12) months after the cessation of such employment for any reason (both such periods collectively referred to as the "**Restricted Period**"), Participant will not, directly or indirectly, engage in any of the following competitive activities:

(a) For Participant or on behalf of any other corporation, business, partnership, limited liability company, unincorporated association, enterprise, or other entity, directly or indirectly solicit, divert, contract with, or attempt to solicit, divert, or contract with, any customer with whom Participant had Material Contact during the final two (2) years of Participant's employment with the Company, concerning any products or services that are the same as, competitive with, or similar to those that Participant was responsible for or were otherwise involved with during Participant's employment with the Company. For purposes of this Restrictive Covenants Agreement, the Participant will have had "**Material Contact**" with a customer if: (i) Participant had business dealings with the customer on the Company's behalf; (ii) Participant was responsible for supervising or coordinating the dealings between the Company and the customer; or (iii) Participant obtained Confidential/Proprietary Trade Secret Information about the customer as a result of Participant's association with the Company;

(b) Within the geographic territory where Participant was employed by the Company, about which Participant obtained knowledge of Confidential/Proprietary Trade Secret Information, or where Participant had Material Contact with the Company's customers (the "**Restricted Area**"): (i) render to any Competitor any services that are the same as, similar to, or competitive with the services that Participant provided to the Company; or (ii) otherwise become employed by or otherwise render services to (as a director, employee, contractor or consultant) or have any ownership interest in any Competitor. "**Competitor**," for purposes of this Restrictive Covenants Agreement means any business which is engaged in offering the same or similar products or services as, or otherwise competes with those manufactured, designed, offered, or sold by the Company, including its subsidiaries and operating unit(s) with which Participant was employed or in any way involved during the last twelve (12) months of employment with the Company; or

(c) (i) induce, offer, assist, encourage or suggest that another corporation, business, partnership, limited liability company, unincorporated association, enterprise, or other entity offer employment to or enter into a consulting arrangement with any employee, agent or representative of the Company or (ii) solicit, induce, offer, assist, encourage or suggest that any employee, agent or representative of the Company terminate his or her employment or business affiliation with the Company or accept employment with any other corporation, business, partnership, limited liability company, unincorporated association, enterprise, or other entity.

(d) Confidential/Proprietary Trade Secret Information.

(i) Participant agrees to keep secret and confidential all Confidential/Proprietary Trade Secret Information (further described below) acquired by Participant while employed by the Company or concerning the business and affairs of the Company, its vendors, its customers, and its affiliates (whether of a business, commercial or technological nature), and further agrees that Participant will not disclose any such Confidential/Proprietary Trade Secret Information so acquired to any individual, partner, company, firm, corporation or other person or use the same in any manner other than in connection with the business and affairs of the Company and its affiliates. Except in the performance of services for the Company, the Participant will not, for so long as the Confidential/Proprietary Trade Secret Information remains so designated under applicable law, use, disclose, reproduce, distribute, transmit, reverse engineer, decompile, disassemble, or transfer the Confidential/Proprietary Trade Secret Information or any portion thereof.

(ii) For purposes of this Restrictive Covenants Agreement, "**Confidential/Proprietary Trade Secret Information**" includes all information of a confidential or proprietary nature that relates to the business, products, services, research or development of the Company, and its affiliates or their respective suppliers, distributors, customers, independent contractors or other business relations. Confidential/Proprietary Trade Secret Information also includes, but is not limited to, the following: (A) internal business information (including information relating to strategic and staffing plans and practices, business, training, financial, marketing, promotional and sales plans and practices, cost, rate and pricing structures, accounting and business methods and customer and supplier lists); (B) identities of, individual requirements of, specific contractual arrangements with and information about, the Company's suppliers, distributors, customers, independent contractors or other business relations and their confidential information; (C) customer usage, volume, and discount information; (D) trade secrets, copyrightable works and other confidential information (including ideas, formulas, recipes, compositions, inventions, innovations, improvements, developments, methods, know-how, manufacturing and production processes and techniques, research and development information, compilations of data and analyses, data and databases relating thereto, techniques, systems, records, manuals, documentation, models, drawings, specifications, designs, plans, proposals, reports and all similar or related information whether patentable or unpatentable and whether or not reduced to practice); (D) other intellectual property rights of the Company, or any of its affiliates; and (E) any other information that would constitute a trade secret under the Pennsylvania Uniform Trade Secrets Act, as amended from time to time (or any successor law). The term "Confidential/Proprietary Trade Secret Information" also includes any information or data described above which the Company obtains from another party and which the Company treats as proprietary or designates as trade secrets, whether or not owned or developed by the Company.

(iii) All documents and materials supplied to Participant or developed by Participant in the course of, or as a result of Participant's employment at the Company, and all Company Confidential/Proprietary Trade Secret Information, whether in hard copy, electronic format or otherwise shall be the sole property of the Company. Participant will at any time upon the request of the Company and in any event promptly upon termination of Participant's employment or relationship with the Company, but in any event no later than five (5) business days after such termination, deliver all such materials to the Company and will not retain any originals or copies of such materials, whether in hard copy form or as computerized and/or electronic records. Except to the extent approved by the Company or required by Participant's bona fide job duties for the Company, the Participant also agrees that Participant will not copy or remove from the Company's place of business or the place of business of a customer of the Company, property or information belonging to the Company or the customer or entrusted to the Company or the customer. In addition, the Participant agrees that Participant will not provide any such materials to any competitor of or any person or entity seeking to compete with the Company unless specifically approved in writing by the Company. Notwithstanding anything in paragraph 2(d)(3) of this Restrictive Covenants Agreement to the contrary, if the Company needs to take legal action to secure such return delivery of such materials, Participant shall be responsible for all legal fees, costs and expenses incurred by the Company in doing so.

(iv) Participant understands that nothing contained in this Restrictive Covenants Agreement limits Participant's ability to file a charge or complaint with any federal, state or local governmental agency or commission ("**Government Agencies**"). Participant further understands that this Restrictive Covenants Agreement does not limit Participant's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be commenced by any Government Agency including providing documents or other information without notice to the Company. This Restrictive Covenants Agreement does not limit the Participant's right to receive an award for information provided to any Government Agencies.

(v) Nothing in this Restrictive Covenants 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 confident 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."

(vi) Nothing in this Restrictive Covenants Agreement, however, waives or authorizes Participant to waive or disclose any attorney work product, attorney-client privilege, or other legal privilege of the Company.

3. Subsequent Employment.

(a) Advise the Company of New Employment. In the event of a cessation of Participant's employment with the Company, and during the Restricted Period described in paragraph 2 above, Participant agrees to disclose to the Company the name and address of any new employer or business affiliation and Participant's anticipated position within ten (10) calendar days of Participant accepting and, in all events before starting, such position. In the event that Participant fails to notify the Company of such new employment or business affiliation as required above, the Restricted Period will be extended by a period equal to the period of nondisclosure.

(b) Participant's Ability to Earn Livelihood. Participant acknowledges that, in the event of a cessation of Participant's employment with the Company, for any reason and at any time, the provisions of this Restrictive Covenants Agreement, including paragraph 2, will not unreasonably restrict Participant's ability to earn a living. Participant and the Company acknowledge that Participant's rights have been limited by this Restrictive Covenants Agreement only to the extent reasonably necessary to protect the legitimate interests of the Company in its Confidential/Proprietary Trade Secret Information.

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

5. Severability and Reformation. If any section, paragraph, term or provision of this Restrictive Covenants Agreement, or the application thereof, is determined by a competent court or tribunal to be overbroad, invalid or unenforceable, then the other parts of such section, paragraph, term or provision will not be affected thereby and will be given full force and effect without regard to the invalid or unenforceable portions, and the section, paragraph, term or provision of this Restrictive Covenants Agreement will be deemed modified to the extent necessary to render it valid and enforceable. The parties specifically agree that the court or other tribunal shall, and its is the desire of the parties that the court or other tribunal does, reform any such section, paragraph, term or provision to render the Restrictive Covenants Agreement and each such section, paragraph, term or provision enforceable to the maximum extent permitted by law. If the court or other tribunal determines that the section, paragraph, term or provision cannot be modified, then such section, paragraph, term or provision will be stricken from the Restrictive Covenants Agreement and severed, and the other sections, paragraphs, terms and provisions will remain in full force and effect.

6. Miscellaneous.

(a) Employment.

(i) This Restrictive Covenants Agreement does not constitute a guarantee of employment and termination of employment will not affect the enforceability of this Restrictive Covenants Agreement.

(ii) Participant agrees that if Participant is transferred from the entity or division which was Participant’s employer at the time Participant signed this Restrictive Covenants Agreement to employment by another division or another company that is a subsidiary or affiliate of Enviri Corporation, and Participant has not entered into a superseding agreement with the new employer covering the subject matter of this Restrictive Covenants Agreement, then this Restrictive Covenants Agreement will continue in effect and the Participant’s new employer will be termed “the Company” for all purposes hereunder and will have the right to enforce this Restrictive Covenants Agreement as Participant’s employer. In the event of any subsequent transfer, Participant’s new employer will succeed to all rights under this Restrictive Covenants Agreement so long as such employer will be Enviri Corporation or one of its subsidiaries or affiliates and so long as this Restrictive Covenants Agreement has not been superseded.

(b) Headings. The headings contained in this Restrictive Covenants Agreement are inserted for convenience of reference only, and will not be deemed to be a part of this Restrictive Covenants Agreement for any purposes, and will not in any way define or affect the meaning, construction or scope of any of the provisions of this Restrictive Covenants Agreement.

(c) Governing Law and Forum. Except as provided in the State-Specific Modifications on Exhibit A-1, this Restrictive Covenants Agreement will be construed under the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions, and the parties consent and agree that the federal and state courts of the Commonwealth of Pennsylvania will have exclusive jurisdiction over any dispute relating to this Restrictive Covenants Agreement.

(d) Supplemental Nature of this Restrictive Covenants Agreement. The restrictions set forth in paragraph 2 of this Restrictive Covenants Agreement will be in addition to any other such restrictive covenants agreed to through separate agreements, if any, between Participant and the Company and will survive the exercise of the equity award evidenced by the Agreement.

(e) Waiver. The failure by the Company to enforce any right or remedy available to it under this Restrictive Covenants Agreement will not be construed to be a waiver of such right or remedy with respect to any other prior, concurrent or subsequent breach or failure. No waiver of rights under this Restrictive Covenants Agreement will be effective unless made in writing with specific reference to this Restrictive Covenants Agreement.

(f) Notification. Participant agrees that it shall notify any potential subsequent employer or business affiliation of the terms of this Restrictive Covenants Agreement before accepting such subsequent employment or business affiliation. Without limiting the foregoing, Participant agrees that the Company may notify any third party about Participant's obligations under this Restrictive Covenants Agreement until such time as Participant has performed all of Participant's obligations hereunder. Upon the Company's request, Participant agrees to provide the Company with information, including, but not limited to, supplying details of Participant's subsequent employment, sufficient to verify that Participant has not breached, or is not breaching, any covenant in this Restrictive Covenants Agreement.

(g) Tolling. In the event that Participant violates any of the covenants set forth in this Restrictive Covenants Agreement, then the Company shall have the benefit of the full period of the covenants such that the covenants shall have the duration of the Restricted Period computed from the date Participant ceased violation of the covenants, either by order of the court or otherwise.

(h) Acknowledgements.

(i) Participant acknowledges and agrees that this Restrictive Covenants Agreement is in consideration of, (A) the grant evidenced by the Agreement, (B) access to Confidential/Proprietary Trade Secret Information, as required by Participant's job duties, and (C) access to important customer relationships and the associated customer goodwill of the Company.

(ii) Participant acknowledges that he or she has carefully read and considered the provisions of this Restrictive Covenants Agreement, and that this Restrictive Covenants Agreement is reasonable as to time and scope and activities prohibited, given the Company's need to protect its interests and given the consideration provided to Participant in the form of the grant evidenced by the Agreement.

(iii) Participant acknowledges that he or she has had an opportunity to consult with an independent legal counsel of Participant's choosing, and accept the grant contained in the Agreement on the terms set forth in this Restrictive Covenants Agreement.

Participant, intending to be legally bound, agrees to the foregoing terms:

PARTICIPANT
By: ______________________________

EXHIBIT A-1
STATE-SPECIFIC MODIFICATIONS TO RESTRICTIVE COVENANTS AGREEMENT

Minnesota	If Participant primarily resides and works in Minnesota, the following paragraphs of the Restrictive Covenant Agreement are modified as follows: (1) Paragraph 2(a) is stricken and replaced with the following: “(a) For Participant or on behalf of any other corporation, business, partnership, limited liability company, unincorporated association, enterprise, or other entity, directly or indirectly solicit or attempt to solicit any customer with whom Participant had Material Contact during the final two (2) years of Participant’s employment with the Company, concerning any products or services that are the same as, competitive with, or similar to those that Participant was responsible for or were otherwise involved with during Participant’s employment with the Company. For purposes of this Restrictive Covenants Agreement, the Participant will have had “Material Contact” with a customer if: (i) Participant had business dealings with the customer on the Company’s behalf; (ii) Participant was responsible for supervising or coordinating the dealings between the Company and the customer; or (iii) Participant obtained Confidential/Proprietary Trade Secret Information about the customer as a result of Participant’s association with the Company;” (2) Paragraph 2(b) is stricken and does not apply to Participant; and (3) The terms “Pennsylvania” and “Commonwealth of Pennsylvania” in paragraph 6(c) are replaced with “Minnesota.”.

Virginia	If Participant primarily resides and works in Virginia, the following paragraphs of the Restrictive Covenant Agreement are modified as follows: (1) Paragraph 2(a) is stricken and replaced with the following: “(a) For Participant or on behalf of any other corporation, business, partnership, limited liability company, unincorporated association, enterprise, or other entity, directly or indirectly solicit or otherwise initiate contact with any customer with whom Participant had Material Contact during the final two (2) years of Participant’s employment with the Company, concerning any products or services that are the same as, competitive with, or similar to those that Participant was responsible for or were otherwise involved with during Participant’s employment with the Company. For purposes of this Restrictive Covenants Agreement, the Participant will have had “Material Contact” with a customer if: (i) Participant had business dealings with the customer on the Company’s behalf; (ii) Participant was responsible for supervising or coordinating the dealings between the Company and the customer; or (iii) Participant obtained Confidential/Proprietary Trade Secret Information about the customer as a result of Participant’s association with the Company;” (2) Paragraph 2 does not restrict Participant from providing a service to a customer or client of the Company if the employee does not initiate contact with or solicit the customer or client. (3) Paragraph 2(b) does not apply to a “low-wage employee” within the meaning of Code of Virginia § 40.1-28.7:8. (4) For agreements signed on or after July 1, 2026, if Participant is terminated by the Company without cause, Paragraph 2(b) does not apply to Participant unless the Company pays to Participant a payment in the amount of $1,000.00. (5) The terms “Pennsylvania” in paragraph 6(c) is replaced with “Virigina”.

ENVIRI CORPORATION
PERFORMANCE SHARE UNIT AGREEMENT
(FORM - FOUNDER GRANT)

This PERFORMANCE SHARE UNIT AGREEMENT (this "**Agreement**") is made as of [●] (the "**Date of Grant**"), by and between Enviri Corporation, a Delaware corporation, and [PARTICIPANT NAME] (the "**Participant**").

1. Certain Definitions. Capitalized terms used, but not otherwise defined, in this Agreement will have the meanings given to such terms in the Company's 2026 Omnibus Incentive Plan (as amended from time to time, the "**Plan**").

2. Grant of PSUs. Subject to and upon the terms, conditions and restrictions set forth in this Agreement, including, without limitation, Exhibit A attached hereto and subject to any state-specific modifications set forth on Exhibit A-1 attached hereto (the "**Restrictive Covenants Agreement**"), any additional terms and conditions for the Participant's country (Participants outside the United States only) set forth in the attached Exhibit B which forms part of this Agreement, and in the Plan, the Company grants to the Participant, as of the Date of Grant, a target number of [NUMBER] performance-based Restricted Stock Units ("**PSUs**"). Notwithstanding anything in this Section 2 or otherwise in this Agreement to the contrary, the Participant acknowledges and agrees to be bound by the restrictive covenant terms, conditions and provisions in the Restrictive Covenants Agreement as a "Participant" as referred to therein.

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

4. Vesting of PSUs.

(a) Subject to the terms and conditions of Section 4 and Section 5 hereof and Exhibit C hereto, the Participant's right to receive Common Stock in settlement of the PSUs shall become nonforfeitable with respect to (i) 0% to 250% of the PSUs on the basis of the Stock Price achievement during the Performance Period as set forth in the Management Objectives (the "**Earned PSUs**"). The Earned PSUs will be determined on the date following the end of the Performance Period on which the Committee determines the level of attainment of the Management Objectives for the Performance Period, which date must occur within 60 days after the end of the Performance Period (the "**Committee Determination Date**"). Except as otherwise provided herein, the Participant's right to receive Common Stock in settlement of the PSUs is contingent upon his or her remaining in Continuous Service through the end of the Performance Period.

(b) For purposes of this Agreement:

(i) "**Management Objectives**" means the threshold, target, high and overachievement goals established by the Committee for the Performance Period with respect to Stock Price, as described in the Statement of Management Objectives attached hereto as Exhibit C.

(ii) "**Performance Period**" means the three-year period commencing on the June 1, 2026, and ending on June 30, 2029.

(iii) "**Stock Price**" means the average of the volume weighted averages of the price of the Common Stock on the principal stock exchange on which the Common Stock then trades (as reported by Bloomberg, L.P. or, if not reported therein, in another authoritative source selected by the Company) for the 90 calendar days immediately preceding the end of the Performance Period.

(c) Notwithstanding Section 4(a) above, if the Participant dies or experiences a Disability during any calendar year of the Performance Period during the Participant's Continuous Service (the "**Death/Disability Year**"), provided, that the PSUs have not previously been forfeited or become nonforfeitable at such time, then (notwithstanding anything in the Management Objectives to the contrary): (A) the Performance Period will be deemed to end on December 31 of the Death/Disability Year (the "**Death/Disability Measurement Date**"); (B) the PSUs will continue to be eligible to become nonforfeitable (and payable in accordance with Section 5 hereof) as if the Participant remained in Continuous Service until the end of the Death/Disability Measurement Date; (C) the Stock Price determination will be based on the Stock Price for the 90 calendar days immediately preceding the January 1st immediately following the Death/Disability Measurement Date on the principal stock exchange on which the Common Stock then trades; and (D) the Earned PSUs will be determined on the date following the Death/Disability Measurement Date on which the Committee determines the level of attainment of the Management Objectives for the shortened Performance Period, which date must occur within 60 days after the Death/Disability Measurement Date.

(d) Notwithstanding Section 4(a) or Section 4(c) above,

(i) if at any time before the Committee Determination Date or forfeiture of the PSUs, and during the Participant's Continuous Service, a Change in Control occurs (*provided*, that the PSUs have not previously been forfeited or become nonforfeitable at such time), then (notwithstanding anything in the Management Objectives to the contrary): (A) for purposes of calculating the number of Earned PSUs, the Performance Period will be deemed to end on the date that is no fewer than three trading days prior to the date of the Change in Control (the "**CIC Measurement Date**"), (B) the Stock Price determination will be based the Stock Price for the 90 calendar days immediately preceding the CIC Measurement Date, and (C) the Earned PSUs will be determined by the Committee on or prior to the consummation of the Change in Control;

(ii) if (A) this award is not continued, assumed, substituted, or replaced in accordance with Section 15.1 of the Plan or, (B) following the Change in Control, the Participant will not continue to hold, or otherwise receive, an award that relates to cash or publicly traded equity securities of the Company or its successor or an Affiliate (a "**Replacement Award**"), the Earned PSU will vest and become nonforfeitable and payable to the Participant in accordance with Section 5 as of immediately prior to the consummation of the Change in Control contingent upon the Participant remaining in Continuous Service through the consummation of the Change in Control; and

(iii) if (A) this award is continued, assumed, substituted, or replaced in accordance with Section 15.1 of the Plan and, (B) following the Change in Control, the Participant will continue to hold or receive a Replacement Award, the Earned PSUs will vest and become nonforfeitable and payable to the Participant in accordance with Section 5 as of June 30, 2029, contingent upon the Participant remaining in Continuous Service through such date; provided, that if, prior to such date, the Participant's Continuous Service is terminated either (1) by the Company or its successor without Cause or by the Participant for Good Reason (as defined below), in either case, within the two-year period following the date of the Change in Control, or (2) due to the Participant's death or Disability, the Replacement Award will become nonforfeitable and payable to the Participant in accordance with Section 5 as of the date of such termination. For purposes of this Agreement, "**Good Reason**" shall have the meaning set forth in the Company's Executive Severance Plan (if the Participant is also a participant in the Company's Executive Severance Plan) or otherwise means Participant's termination of his or her Continuous Service as a result of the occurrence of any of the following: (I) a change in the Participant's principal location of employment that is greater than 50 miles from such location as of the date of this Agreement without the Participant's consent (provided, however, that the Participant hereby acknowledges that the Participant may be required to engage in travel in connection with the performance of the Participant's duties and that such travel shall not constitute a change in the Participant's principal location of employment for purposes hereof); (II) a material diminution in the Participant's base compensation; (III) a change in the Participant's position with the Company or its successor or applicable subsidiary thereof without the Participant's consent such that there is a material diminution in the Participant's authority, duties or responsibilities; or (IV) any other action or inaction that constitutes a material breach by the Company or its successor or the applicable subsidiary thereof of the agreement, if any, under which the Participant provides services to the Company or its successor or the applicable subsidiary thereof. Notwithstanding the foregoing, the Participant's termination of Continuous Service as a result of the occurrence of any of the foregoing shall not constitute "Good Reason" unless (X) the Participant gives the Company or its successor written notice of such occurrence within 90 days of such occurrence and such occurrence is not cured by the Company or its successor within 30 days of the date on which such written notice is received by the Company or its successor and (Y) the Participant actually terminates his or her Continuous Service with the Company or its successor prior to the 365th day following such occurrence.

(e) [*Add applicable provision below (if any) or remove this sub-section*]

[Notwithstanding Section 4(a), Section 4(c) or Section 4(d) above, if the Participant's Continuous Service is terminated either by the Company without Cause or by the Participant for Good Reason prior to the end of the Performance Period (*provided*, that the PSUs have not previously been forfeited or become nonforfeitable at such time), then (notwithstanding anything in the Management Objectives to the contrary): (A) the PSUs will continue to be eligible to become nonforfeitable (and payable in accordance with Section 5 hereof) as if the Participant remained in Continuous Service until the end of the Performance Period (or the consummation of the Change in Control, if applicable); and (B) if applicable, the Earned PSU will become nonforfeitable and payable to the Participant in accordance with Section 5 hereof as of immediately prior to the consummation of the Change in Control.][1]

[Notwithstanding Section 4(a), Section 4(c) or Section 4(d) above, if the Participant voluntarily terminates his Continuous Service after March 31, 2027, but prior to the end of the Performance Period (*provided*, that the PSUs have not previously been forfeited or become nonforfeitable at such time), then (notwithstanding anything in the Management Objectives to the contrary): (A) the PSUs will continue to be eligible to become nonforfeitable (and payable in accordance with Section 5 hereof) as if the Participant remained in Continuous Service until the end of the Performance Period (or the consummation of the Change in Control, if applicable), (B) the Earned PSUs will be determined by the Committee in accordance with Section 4(a) or Section 4(d) above, except that the resulting number of Earned PSUs will be multiplied by a fraction (the numerator of which will be the number of full months of the Participant's Continuous Service during the Performance Period (which will be deemed to end on the CIC

[1] Note to Draft For CEO.

Measurement Date, if applicable) and the denominator of which will be the number of months in the Performance Period (which will be deemed to end on the CIC Measurement Date, if applicable)) and rounded to the nearest whole number of units; and (C) if applicable, the Earned PSU will become nonforfeitable and payable to the Participant in accordance with Section 5 hereof as of immediately prior to the consummation of the Change in Control.][2]

[Notwithstanding Section 4(a) or Section 4(c) above, if the Company sells the "Harsco Rail" business prior to entering into an agreement to sell the "Harsco Environmental" business (each, as determined by the Committee) (*provided*, that the PSUs have not previously been forfeited or become nonforfeitable at such time), then (notwithstanding anything in the Management Objectives to the contrary): (A) the Performance Period will be deemed to end no fewer than three trading days prior to the date of the Company's sale of the "Harsco Rail" business (the "**Rail Measurement Date**"); (B) the Earned PSUs will be determined by the Committee based on the greater of (I) 100% of the PSUs or (II) the number of PSUs that would be earned by the Participant if achievement of the Management Objectives was determined based on the Stock Price for the 90 calendar days immediately preceding the Rail Measurement Date; and (C) the Earned PSU will become nonforfeitable and payable to the Participant in accordance with Section 5 as of the closing date of the Company's sale of the "Harsco Rail" business contingent upon the Participant remaining in Continuous Service through such date.][3]

(f) The PSUs shall be forfeited to the extent they fail to become nonforfeitable as of the Committee Determination Date and, except as otherwise provided in this Section 4, if the Participant's Continuous Service ceases at any time prior to such PSUs becoming nonforfeitable, or to the extent they are forfeited under Section 16.

5. Form and Time of Payment of PSUs.

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

(b) If the Participant is deemed by the Company at the time of the Participant's "separation from service" (as such term is defined in Treasury Regulations Section 1.409A-1(h) without regard to any alternative definition thereunder) with the Company to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, and if any of the payments upon such separation from service set forth herein are deemed to be "deferred compensation" within the meaning of Section 409A of the Code, then to the extent delayed commencement of any portion of such payments is required to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code and the related adverse taxation under Section 409A of the Code, such payments will not be provided to the Participant prior to the earliest of (i) the date that is six months and one day after the date of such separation from service, (ii) the date of the Participant's death, or (iii) such earlier date as permitted under Section 409A of the Code without the imposition of adverse taxation. Upon the first business day following the expiration of such period, all payments deferred pursuant to this Section 5(b) will be paid in a lump sum to the Participant, and any remaining payments due will be paid as otherwise provided herein.

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[2] Note to Draft For CFO.
[3] Note to Draft For Rail employees.

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

6. Voting and Other Rights; Dividend Equivalents.

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

(b) From and after the Date of Grant and until the earlier of (i) the time when the PSUs become nonforfeitable and are paid in accordance with Section 5 or (ii) the time when the Participant's right to receive Common Stock in payment of the PSUs is forfeited in accordance with Section 4, on the date that the Company pays a cash dividend (if any) to holders of Common Stock generally, the Participant shall become entitled to receive (subject to the following sentence) a number of additional whole PSUs determined by dividing (x) the product of (1) the dollar amount of the cash dividend paid per share of Common Stock on such date and (2) the total number of PSUs (including dividend equivalents) previously credited to the Participant as of such date, by (y) the Fair Market Value on such date. Such dividend equivalents (if any) shall be subject to the same terms and conditions and shall be paid or forfeited in the same manner and at the same time as the PSUs to which the dividend equivalents were credited.

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

7. Adjustments. The PSUs and their terms under this Agreement are subject to mandatory adjustment under the terms of Section 14 of the Plan.

8. Compliance With Applicable Laws. The Company shall make reasonable efforts to comply with all Applicable Laws; provided, however, that notwithstanding any other provision of the Plan and this Agreement, the Company shall not be obligated to issue any Common Stock pursuant to this Agreement if the issuance thereof would result in a violation of any Applicable Laws.

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

10. Withholding Obligations. The Company and its Affiliates may withhold from any payment of cash or distribution of shares of Common Stock or other property to the Participant under this Agreement an amount or number of shares sufficient to cover any required tax withholding with respect to such payment, including up to the maximum allowable withholding, or may take such other action as the Company deems necessary to satisfy any income or other tax withholding requirements arising as a

result of the grant or settlement of the PSUs. The Company and its Affiliates may, as a condition to any payment pursuant to this Agreement, require the payment of any such taxes and require that the Participant furnish any information necessary to meet any applicable tax reporting obligation.

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

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

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

14. Amendments. Any amendment to the Plan shall be deemed to be an amendment to this Agreement to the extent that the amendment is applicable hereto; provided, however, that no amendment shall materially impair the rights of the Participant under this Agreement without the Participant’s written consent.

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

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

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

18. Governing Law. Except as provided in Exhibits A, A-1, and B, this Agreement will be construed under the laws of the State of Delaware, without regard to its conflict of law provisions, and the parties consent and agree that the federal and state courts located in the State of Delaware will have exclusive jurisdiction over any dispute relating to this Agreement.

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

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

[Signature Page Follows]

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

ENVIRI CORPORATION

By:

____

The undersigned hereby acknowledges receipt of an executed version of this Agreement and accepts the award of PSUs granted hereunder on the terms and conditions set forth herein and in the Plan (including the terms of the Restrictive Covenants Agreement, attached hereto as Exhibits A and A-1).

PARTICIPANT

By:

____

EXHIBIT A
RESTRICTIVE COVENANTS AGREEMENT

1. Grant. Participant acknowledges that Participant has access to the confidential and proprietary trade secret information of Enviri Corporation, including its subsidiaries, joint ventures, and operating divisions (the "**Company**"), as further described below ("**Confidential/Proprietary Trade Secret Information**"). Further, Participant acknowledges that Participant derives significant value from the Company and from the Confidential/Proprietary Trade Secret Information provided during the term of employment with the Company, which enables Participant to optimize the performance of the Company's performance and Participant's own personal, professional, and financial benefit. In consideration of the grant described in the award agreement (the "**Agreement**") to which these terms, conditions and provisions (the "**Restrictive Covenants Agreement**") are attached as an exhibit, Participant agrees to the terms of this Restrictive Covenants Agreement.

2. Except as provided in the State-Specific Modifications in Exhibit A-1, during Participant's employment by the Company, and for a period of twelve (12) months after the cessation of such employment for any reason (both such periods collectively referred to as the "**Restricted Period**"), Participant will not, directly or indirectly, engage in any of the following competitive activities:

(a) For Participant or on behalf of any other corporation, business, partnership, limited liability company, unincorporated association, enterprise, or other entity, directly or indirectly solicit, divert, contract with, or attempt to solicit, divert, or contract with, any customer with whom Participant had Material Contact during the final two (2) years of Participant's employment with the Company, concerning any products or services that are the same as, competitive with, or similar to those that Participant was responsible for or were otherwise involved with during Participant's employment with the Company. For purposes of this Restrictive Covenants Agreement, the Participant will have had "**Material Contact**" with a customer if: (i) Participant had business dealings with the customer on the Company's behalf; (ii) Participant was responsible for supervising or coordinating the dealings between the Company and the customer; or (iii) Participant obtained Confidential/Proprietary Trade Secret Information about the customer as a result of Participant's association with the Company;

(b) Within the geographic territory where Participant was employed by the Company, about which Participant obtained knowledge of Confidential/Proprietary Trade Secret Information, or where Participant had Material Contact with the Company's customers (the "**Restricted Area**"): (i) render to any Competitor any services that are the same as, similar to, or competitive with the services that Participant provided to the Company; or (ii) otherwise become employed by or otherwise render services to (as a director, employee, contractor or consultant) or have any ownership interest in any Competitor. "**Competitor**," for purposes of this Restrictive Covenants Agreement means any business which is engaged in offering the same or similar products or services as, or otherwise competes with those manufactured, designed, offered, or sold by the Company, including its subsidiaries and operating unit(s) with which Participant was employed or in any way involved during the last twelve (12) months of employment with the Company; or

(c) (i) induce, offer, assist, encourage or suggest that another corporation, business, partnership, limited liability company, unincorporated association, enterprise, or other entity offer employment to or enter into a consulting arrangement with any employee, agent or representative of the Company or (ii) solicit, induce, offer, assist, encourage or suggest that any employee, agent or representative of the Company terminate his or her employment or business affiliation with the Company or accept employment with any other corporation, business, partnership, limited liability company, unincorporated association, enterprise, or other entity.

(d) Confidential/Proprietary Trade Secret Information.

(i) Participant agrees to keep secret and confidential all Confidential/Proprietary Trade Secret Information (further described below) acquired by Participant while employed by the Company or concerning the business and affairs of the Company, its vendors, its customers, and its affiliates (whether of a business, commercial or technological nature), and further agrees that Participant will not disclose any such Confidential/Proprietary Trade Secret Information so acquired to any individual, partner, company, firm, corporation or other person or use the same in any manner other than in connection with the business and affairs of the Company and its affiliates. Except in the performance of services for the Company, the Participant will not, for so long as the Confidential/Proprietary Trade Secret Information remains so designated under applicable law, use, disclose, reproduce, distribute, transmit, reverse engineer, decompile, disassemble, or transfer the Confidential/Proprietary Trade Secret Information or any portion thereof.

(ii) For purposes of this Restrictive Covenants Agreement, "**Confidential/Proprietary Trade Secret Information**" includes all information of a confidential or proprietary nature that relates to the business, products, services, research or development of the Company, and its affiliates or their respective suppliers, distributors, customers, independent contractors or other business relations. Confidential/Proprietary Trade Secret Information also includes, but is not limited to, the following: (A) internal business information (including information relating to strategic and staffing plans and practices, business, training, financial, marketing, promotional and sales plans and practices, cost, rate and pricing structures, accounting and business methods and customer and supplier lists); (B) identities of, individual requirements of, specific contractual arrangements with and information about, the Company's suppliers, distributors, customers, independent contractors or other business relations and their confidential information; (C) customer usage, volume, and discount information; (D) trade secrets, copyrightable works and other confidential information (including ideas, formulas, recipes, compositions, inventions, innovations, improvements, developments, methods, know-how, manufacturing and production processes and techniques, research and development information, compilations of data and analyses, data and databases relating thereto, techniques, systems, records, manuals, documentation, models, drawings, specifications, designs, plans, proposals, reports and all similar or related information whether patentable or unpatentable and whether or not reduced to practice); (D) other intellectual property rights of the Company, or any of its affiliates; and (E) any other information that would constitute a trade secret under the Pennsylvania Uniform Trade Secrets Act, as amended from time to time (or any successor law). The term "Confidential/Proprietary Trade Secret Information" also includes any information or data described above which the Company obtains from another party and which the Company treats as proprietary or designates as trade secrets, whether or not owned or developed by the Company.

(iii) All documents and materials supplied to Participant or developed by Participant in the course of, or as a result of Participant's employment at the Company, and all Company Confidential/Proprietary Trade Secret Information, whether in hard copy, electronic format or otherwise shall be the sole property of the Company. Participant will at any time upon the request of the Company and in any event promptly upon termination of Participant's employment or relationship with the

Company, but in any event no later than five (5) business days after such termination, deliver all such materials to the Company and will not retain any originals or copies of such materials, whether in hard copy form or as computerized and/or electronic records. Except to the extent approved by the Company or required by Participant's bona fide job duties for the Company, the Participant also agrees that Participant will not copy or remove from the Company's place of business or the place of business of a customer of the Company, property or information belonging to the Company or the customer or entrusted to the Company or the customer. In addition, the Participant agrees that Participant will not provide any such materials to any competitor of or any person or entity seeking to compete with the Company unless specifically approved in writing by the Company. Notwithstanding anything in paragraph 2(d)(3) of this Restrictive Covenants Agreement to the contrary, if the Company needs to take legal action to secure such return delivery of such materials, Participant shall be responsible for all legal fees, costs and expenses incurred by the Company in doing so.

(iv) Participant understands that nothing contained in this Restrictive Covenants Agreement limits Participant's ability to file a charge or complaint with any federal, state or local governmental agency or commission ("**Government Agencies**"). Participant further understands that this Restrictive Covenants Agreement does not limit Participant's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be commenced by any Government Agency including providing documents or other information without notice to the Company. This Restrictive Covenants Agreement does not limit the Participant's right to receive an award for information provided to any Government Agencies.

(v) Nothing in this Restrictive Covenants 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 confident 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."

(vi) Nothing in this Restrictive Covenants Agreement, however, waives or authorizes Participant to waive or disclose any attorney work product, attorney-client privilege, or other legal privilege of the Company.

3. Subsequent Employment.

(a) Advise the Company of New Employment. In the event of a cessation of Participant's employment with the Company, and during the Restricted Period described in paragraph 2 above, Participant agrees to disclose to the Company the name and address of any new employer or business affiliation and Participant's anticipated position within ten (10) calendar days of Participant accepting and, in all events before starting, such position. In the event that Participant fails to notify the Company of such new employment or business affiliation as required above, the Restricted Period will be extended by a period equal to the period of nondisclosure.

(b) Participant's Ability to Earn Livelihood. Participant acknowledges that, in the event of a cessation of Participant's employment with the Company, for any reason and at any time, the provisions of this Restrictive Covenants Agreement, including paragraph 2, will not unreasonably restrict Participant's ability to earn a living. Participant and the Company acknowledge that Participant's rights have been limited by this Restrictive Covenants Agreement only to the extent reasonably necessary to protect the legitimate interests of the Company in its Confidential/Proprietary Trade Secret Information.

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

5. Severability and Reformation. If any section, paragraph, term or provision of this Restrictive Covenants Agreement, or the application thereof, is determined by a competent court or tribunal to be overbroad, invalid or unenforceable, then the other parts of such section, paragraph, term or provision will not be affected thereby and will be given full force and effect without regard to the invalid or unenforceable portions, and the section, paragraph, term or provision of this Restrictive Covenants Agreement will be deemed modified to the extent necessary to render it valid and enforceable. The parties specifically agree that the court or other tribunal shall, and its is the desire of the parties that the court or other tribunal does, reform any such section, paragraph, term or provision to render the Restrictive Covenants Agreement and each such section, paragraph, term or provision enforceable to the maximum extent permitted by law. If the court or other tribunal determines that the section, paragraph, term or provision cannot be modified, then such section, paragraph, term or provision will be stricken from the Restrictive Covenants Agreement and severed, and the other sections, paragraphs, terms and provisions will remain in full force and effect.

6. Miscellaneous.

(a) Employment.

(i) This Restrictive Covenants Agreement does not constitute a guarantee of employment and termination of employment will not affect the enforceability of this Restrictive Covenants Agreement.

(ii) Participant agrees that if Participant is transferred from the entity or division which was Participant's employer at the time Participant signed this Restrictive Covenants Agreement to employment by another division or another company that is a subsidiary or affiliate of Enviri Corporation, and Participant has not entered into a superseding agreement with the new employer covering the subject matter of this Restrictive Covenants Agreement, then this Restrictive Covenants Agreement will continue in effect and the Participant's new employer will be termed "the Company" for all purposes hereunder and will have the right to enforce this Restrictive Covenants Agreement as Participant's employer. In the event of any subsequent transfer, Participant's new employer will succeed to all rights under this Restrictive Covenants Agreement so long as such employer will be Enviri Corporation or one of its subsidiaries or affiliates and so long as this Restrictive Covenants Agreement has not been superseded.

(b) <u>Headings</u>. The headings contained in this Restrictive Covenants Agreement are inserted for convenience of reference only, and will not be deemed to be a part of this Restrictive Covenants Agreement for any purposes, and will not in any way define or affect the meaning, construction or scope of any of the provisions of this Restrictive Covenants Agreement.

(c) <u>Governing Law and Forum</u>. Except as provided in the State-Specific Modifications on Exhibit A-1, this Restrictive Covenants Agreement will be construed under the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions, and the parties consent and agree that the federal and state courts of the Commonwealth of Pennsylvania will have exclusive jurisdiction over any dispute relating to this Restrictive Covenants Agreement.

(d) <u>Supplemental Nature of this Restrictive Covenants Agreement</u>. The restrictions set forth in paragraph 2 of this Restrictive Covenants Agreement will be in addition to any other such restrictive covenants agreed to through separate agreements, if any, between Participant and the Company and will survive the exercise of the equity award evidenced by the Agreement.

(e) <u>Waiver</u>. The failure by the Company to enforce any right or remedy available to it under this Restrictive Covenants Agreement will not be construed to be a waiver of such right or remedy with respect to any other prior, concurrent or subsequent breach or failure. No waiver of rights under this Restrictive Covenants Agreement will be effective unless made in writing with specific reference to this Restrictive Covenants Agreement.

(f) <u>Notification</u>. Participant agrees that it shall notify any potential subsequent employer or business affiliation of the terms of this Restrictive Covenants Agreement before accepting such subsequent employment or business affiliation. Without limiting the foregoing, Participant agrees that the Company may notify any third party about Participant's obligations under this Restrictive Covenants Agreement until such time as Participant has performed all of Participant's obligations hereunder. Upon the Company's request, Participant agrees to provide the Company with information, including, but not limited to, supplying details of Participant's subsequent employment, sufficient to verify that Participant has not breached, or is not breaching, any covenant in this Restrictive Covenants Agreement.

(g) Tolling. In the event that Participant violates any of the covenants set forth in this Restrictive Covenants Agreement, then the Company shall have the benefit of the full period of the covenants such that the covenants shall have the duration of the Restricted Period computed from the date Participant ceased violation of the covenants, either by order of the court or otherwise.

(h) Acknowledgements.

(i) Participant acknowledges and agrees that this Restrictive Covenants Agreement is in consideration of, (A) the grant evidenced by the Agreement, (B) access to Confidential/Proprietary Trade Secret Information, as required by Participant's job duties, and (C) access to important customer relationships and the associated customer goodwill of the Company.

(ii) Participant acknowledges that he or she has carefully read and considered the provisions of this Restrictive Covenants Agreement, and that this Restrictive Covenants Agreement is reasonable as to time and scope and activities prohibited, given the Company's need to protect its interests and given the consideration provided to Participant in the form of the grant evidenced by the Agreement.

(iii) Participant acknowledges that he or she has had an opportunity to consult with an independent legal counsel of Participant's choosing, and accept the grant contained in the Agreement on the terms set forth in this Restrictive Covenants Agreement.

Participant, intending to be legally bound, agrees to the foregoing terms:

PARTICIPANT
By: ________________________________

EXHIBIT A-1
STATE-SPECIFIC MODIFICATIONS TO RESTRICTIVE COVENANTS AGREEMENT

Minnesota	If Participant primarily resides and works in Minnesota, the following paragraphs of the Restrictive Covenant Agreement are modified as follows: (1) Paragraph 2(a) is stricken and replaced with the following: "(a) For Participant or on behalf of any other corporation, business, partnership, limited liability company, unincorporated association, enterprise, or other entity, directly or indirectly solicit or attempt to solicit any customer with whom Participant had Material Contact during the final two (2) years of Participant's employment with the Company, concerning any products or services that are the same as, competitive with, or similar to those that Participant was responsible for or were otherwise involved with during Participant's employment with the Company. For purposes of this Restrictive Covenants Agreement, the Participant will have had "Material Contact" with a customer if: (i) Participant had business dealings with the customer on the Company's behalf; (ii) Participant was responsible for supervising or coordinating the dealings between the Company and the customer; or (iii) Participant obtained Confidential/Proprietary Trade Secret Information about the customer as a result of Participant's association with the Company;" (2) Paragraph 2(b) is stricken and does not apply to Participant; and (3) The terms "Pennsylvania" and "Commonwealth of Pennsylvania" in paragraph 6(c) are replaced with "Minnesota.".

Virginia	If Participant primarily resides and works in Virginia, the following paragraphs of the Restrictive Covenant Agreement are modified as follows: (1) Paragraph 2(a) is stricken and replaced with the following: "(a) For Participant or on behalf of any other corporation, business, partnership, limited liability company, unincorporated association, enterprise, or other entity, directly or indirectly solicit or otherwise initiate contact with any customer with whom Participant had Material Contact during the final two (2) years of Participant's employment with the Company, concerning any products or services that are the same as, competitive with, or similar to those that Participant was responsible for or were otherwise involved with during Participant's employment with the Company. For purposes of this Restrictive Covenants Agreement, the Participant will have had "Material Contact" with a customer if: (i) Participant had business dealings with the customer on the Company's behalf; (ii) Participant was responsible for supervising or coordinating the dealings between the Company and the customer; or (iii) Participant obtained Confidential/Proprietary Trade Secret Information about the customer as a result of Participant's association with the Company;" (2) Paragraph 2 does not restrict Participant from providing a service to a customer or client of the Company if the employee does not initiate contact with or solicit the customer or client. (3) Paragraph 2(b) does not apply to a "low-wage employee" within the meaning of Code of Virginia § 40.1-28.7:8. (4) For agreements signed on or after July 1, 2026, if Participant is terminated by the Company without cause, Paragraph 2(b) does not apply to Participant unless the Company pays to Participant a payment in the amount of $1,000.00. (5) The terms "Pennsylvania" in paragraph 6(c) is replaced with "Virigina".

EXHIBIT B
ADDITIONAL TERMS AND CONDITIONS FOR INTERNATIONAL EMPLOYEES

Terms and Conditions

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

Notifications

This Exhibit also includes information regarding exchange controls and certain other issues of which the Participant should be aware with respect to participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the respective countries as of May 2026. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant not rely on the information in this Exhibit as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out of date at the time that the Participant vests in the PSUs or sell shares of Common Stock acquired under the Plan.

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

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

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

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

Responsibility for Taxes. The following section replaces Section 10 of the Agreement in its entirety:

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

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

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

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

Nature of Grant. In accepting the grant, the Participant acknowledges, understands and agrees that: (1) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan; (2) all decisions with respect to future PSU or other grants, if any, will be at the sole discretion of the Company; (3) the Participant is voluntarily participating in the Plan; (4) the PSU and the shares of Common Stock subject to the PSU are not intended to replace any pension rights or compensation; (5) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted with certainty; (6) no claim or entitlement to compensation or damages shall arise from forfeiture of the PSUs resulting from the termination of the Participant's employment or other service relationship (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), and in consideration of the grant of the PSUs to which the Participant is otherwise not entitled, the Participant irrevocably agrees never to institute any claim against the Company, any of its Subsidiaries or the Employer, waives the Participant's ability, if any, to bring any such claim, and releases the Company, its Subsidiaries and the Employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Participant shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim; (7) for purposes of the PSUs, the Participant's employment or service relationship will be considered terminated as of the date the Participant is no longer actively providing services to the Company or one of its Subsidiaries (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or providing services or the terms of the Participant's employment or service agreement, if any) and unless otherwise expressly provided in these Terms and Conditions or determined by the Company, the Participant's right to vest in the PSUs under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., the Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Participant is employed or providing services or the terms of the Participant's employment or service agreement, if any); the Company shall have the exclusive discretion to determine when the Participant is no longer actively providing services for purposes of the Participant's PSU grant (including whether the Participant may still be considered to be providing services while on an approved leave of absence); (8) unless otherwise provided in the Plan or by the Company in its discretion, the PSUs and the benefits evidenced by these Terms and Conditions do not create any entitlement to have the PSUs or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; (9) the PSUs and the shares of Common Stock subject to the PSUs, and the income and value of same, are not part of normal or expected compensation for any purpose, including, without limitation, calculating severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments; and (10) the Participant acknowledges and agrees that neither the Company, the Employer nor any subsidiary or affiliate of the Company shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the PSUs or of any amounts due to the Participant pursuant to the settlement of the PSUs or the subsequent sale of any shares of Common Stock acquired upon settlement.

No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or the Participant's acquisition or sale of the underlying shares of Common Stock. The Participant is hereby advised to consult with the Participant's own personal tax, legal and financial advisors regarding the Participant's participation in the Plan before taking any action related to the Plan.

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

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

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

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

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

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

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

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

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

Compliance with Law. The following section supplements Section 8 of the Agreement: Notwithstanding any other provision of the Plan or the Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Common Stock, the Company shall not be required to deliver any shares issuable upon settlement of the PSUs prior to the completion of any registration or qualification of the shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("**SEC**") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Participant understands that the Company is under no obligation to register or qualify the shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, the Participant agrees that Company shall have unilateral authority to amend the Plan and the Agreement without the Participant's consent to the extent necessary to comply with securities or other laws applicable to issuance of shares.

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

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

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

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

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

B. COUNTRY-SPECIFIC ADDITIONAL TERMS AND CONDITIONS AND NOTIFICATIONS

BAHRAIN

TERMS AND CONDITIONS

The grant of the PSUs and any payments made hereunder will not be considered salary, wages or other fixed compensation for purposes of any severance pay, end of service gratuity or similar allowance or entitlement, except as otherwise required by law.

<u>BELGIUM</u>

NOTIFICATIONS

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

<u>BRAZIL</u>

TERMS AND CONDITIONS

Compliance with Law. By accepting the PSUs, the Participant acknowledges that he or she agrees that (i) the grant, vesting/settlement and delivery of any shares occur outside Brazil by Enviri Corporation (a Delaware corporation) and do not involve a public offering of securities in Brazil and (ii) the Participant will comply with applicable Brazilian laws in connection with holding and disposing of assets abroad, including the receipt of any dividends, and any reporting obligations related to such assets.

Labor and Social Security Law. For Participants resident or employed in Brazil, the PSUs are granted on a discretionary basis, are not part of fixed or ordinary compensation, and shall not be considered salary or remuneration for purposes of Brazilian labor and social security laws, including for purposes of severance payments, vacation pay, 13th salary, FGTS contributions, notice payments, overtime, social security contributions or any other labor entitlement, except as otherwise determined by mandatory applicable law.

Any restrictive covenants applicable to Participants resident or employed in Brazil shall apply only to the extent enforceable under applicable Brazilian law, including applicable requirements regarding reasonable scope, duration and financial consideration.

Securities Law. Participation in the Plan in Brazil is made on a private basis to a restricted group of eligible participants and does not constitute a public offering of securities in Brazil. No registration with the Brazilian Securities and Exchange Commission (CVM) is required for the grant, vesting/settlement or delivery of shares under the Plan.

Dividend Equivalents are granted solely in connection with the equity incentive nature of the RSUs and not as consideration for services rendered.

NOTIFICATIONS

Exchange Control Information. If the Participant is resident or domiciled in Brazil, he or she will be required to submit annually a declaration of assets and rights held outside of Brazil to the Banco Central do Brasil (CBE — Declaração de Capitais Brasileiros no Exterior) if the aggregate value of such assets and rights equals or exceeds the threshold established by BCB regulations in force at the time of the declaration (currently USD 1,000,000, or equivalent, as of December 31 of each calendar year). Assets and rights that must be reported include shares of Common Stock acquired upon vesting of PSUs, and may also include unvested PSUs to the extent they are treated as rights with determinable value under applicable BCB guidance. Brazilian resident Participants are strongly advised to consult their legal and tax advisors regarding the CBE reporting obligations applicable to their specific circumstances, as such regulations are subject to change.

Capital Gains Tax. Brazilian resident Participants who sell shares of Common Stock acquired upon vesting of PSUs may be subject to Brazilian capital gains tax (IRPF — ganho de capital) on the positive difference between the sale proceeds and the tax cost basis of the shares (which, as a general matter, corresponds to the fair market value of the shares at the time of vesting, as reported for carnê-leão purposes). Capital gains must be calculated and reported using the Programa de Apuração de Ganhos de Capital (GCAP), and the corresponding IRPF must be paid by the last business day of the month following the month of the sale. The applicable rates range from 15% to 22.5% depending on the amount of the gain realized. Brazilian resident Participants are advised to consult their personal tax advisors regarding the applicable rates and reporting obligations.

Annual Income Tax Return - Foreign Assets. Brazilian resident Participants who hold shares of Common Stock outside Brazil are required to declare such shares as 'Bens e Direitos' (Assets and Rights) in their annual DIRPF, using the applicable code for shares in foreign companies, at the acquisition cost (in Brazilian reais, converted at the PTAX exchange rate on the relevant date). Unvested PSUs may also be reportable as rights to receive foreign shares, and Participants are advised to consult their personal tax advisors regarding the applicable reporting obligations.

For Participants resident or domiciled in Brazil, since PSUs are granted by a foreign entity with no Brazilian affiliate or employer acting as withholding agent, no Brazilian income tax (IRPF) will be withheld at source. Brazilian resident Participants are solely responsible for (i) calculating and paying IRPF, if applicable; and (ii) their Brazilian individual income tax return (Declaração de Ajuste Anual — DIRPF).

<u>CANADA</u>

TERMS AND CONDITIONS

Settlement. Notwithstanding any discretion in the Plan or anything to the contrary in this Agreement, this grant of PSUs, along with any dividend equivalent amounts otherwise payable under Section 6 of this Agreement, shall only be settled in newly-issued shares of Common Stock, and without the use of any form of employee benefit trust. This provision is without prejudice to the application of Section 10 of this Agreement, provided the Participant has been given a reasonable opportunity to pay (either out his/her own funds or via payroll deduction) the relevant withholding tax amounts.

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

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

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

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

NOTIFICATIONS

Securities Law Information.

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

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

For Participants in the Province of Ontario

Restrictive Covenants Agreement. Section 2(b) of the Restrictive Covenants Agreement does not apply to non-Executive Participants employed in the Province of Ontario, where "Executive" has the meaning given to it in the Working for Workers Act (Ontario).

Foreign Asset/Account Reporting Information. Participant is required to report any foreign specified property on form T1135 (Foreign Income Verification Statement) if the total value of the “foreign specified property” exceeds C$100,000 at any time in the year. Foreign specified property includes Common Stock acquired under the Plan, and may include the PSUs. The PSUs must be reported (generally at a nil cost) if the $100,000 cost threshold is exceeded because of other foreign property Participant holds. If Common Stock is acquired, its cost generally is the adjusted cost base (“**ACB**”) of the Common Stock. The ACB ordinarily would equal the fair market value of the Common Stock at the time of acquisition, but if Participant owns other Common Stock, this ACB may have to be averaged with the ACB of the other Common Stock. The form must be filed by April 30 following the taxation year in question. Participant should consult with his or her personal legal and tax advisor, as the case may be, to ensure compliance with applicable reporting obligations.

CHINA

TERMS AND CONDITIONS

The following provisions apply to Participants who, as the Company determines in its sole discretion, are subject to foreign exchange control requirements in the People's Republic of China ("**PRC**" or "**China**") including requirements imposed by the State Administration of Foreign Exchange ("**SAFE**") (each, a "**PRC Participant**").

Notwithstanding anything to the contrary in the Agreement or the Plan, due to local regulatory requirements, upon the vesting of the PSUs, a PRC Participant will receive a cash payment in China via the Company’s local Chinese payroll in an amount equal to the value of the shares of Common Stock underlying the vested PSUs on the vesting date, less any or all income tax, social insurance, payroll tax, payment on account or other Tax-Related Items.

For the avoidance of doubt, unless and until all applicable PRC laws, regulations and regulatory requirements have been satisfied, a PRC Participant shall not receive, hold, or have any right to demand delivery of shares of Common Stock in connection with the PSUs under the Plan, and any provisions in the Agreement or the Plan relating to the issuance, delivery or holding of shares of Common Stock shall not apply to such PRC Participant.

FRANCE

TERMS AND CONDITIONS

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

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

By accepting the grant of the award, the Participant confirms that to the extent they are not an employee of a French subsidiary of the Company, they will be responsible for filing the appropriate tax returns.

NOTIFICATIONS

Tax Notification. The PSUs are not intended to be French tax-qualified.

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

GERMANY

TERMS AND CONDITIONS

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

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

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

INDIA

TERMS AND CONDITIONS

The Participant hereby agrees that it shall hold the PSUs and subsequently, the shares of the Common Stock pursuant to this Agreement and the Plan, at all times in accordance with the applicable laws in India, including but not limited to the Foreign Exchange Management Act, 1999 ("FEMA") and the Foreign Exchange Management (Overseas Investment) Rules, 2022 ("OI Rules") (and as amended or replaced), relevant regulations, master circulars, directions, notifications, schemes issued in this regard by the Reserve Bank of India from time to time and shall assist the Company in carrying out the necessary reporting with the Reserve Bank of India at all stages of granting, vesting and issuance of shares of Common Stock, if and as may be required. The Participant agrees to indemnify the Company and/or subsidiary of the Company with respect to any non-compliance and/or non-adherence by the Participant of any of the applicable laws in India arising out of the holding of the shares of the Common Stock by the Participant.

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

THE NETHERLANDS

TERMS AND CONDITIONS

Restrictive Covenants Agreement. The Restrictive Covenants Agreement entered into between the Company and the Participant shall be in addition to any non-compete arrangements between the Participant and his or her employer.

Cause. The following provision supplements this Agreement and the Plan:

With respect to Participants who are employed by or provide services to an Affiliate of the Company in the Netherlands, the definition of "Cause" set forth in the Plan or applicable Award Agreement shall include, in addition to the circumstances described therein, any act or omission that constitutes an urgent cause (dringende reden) or (serious) culpable conduct ((ernstig) verwijtbaar handelen) within the meaning of the Dutch Civil Code.

Tax Indemnity. The Participant hereby indemnifies the Company and/or subsidiary of the Company, to the extent legally permitted and to the extent not otherwise recovered from the Participant, against any and all tax liability and social security premiums interest, surcharges, and penalties arising from or in connection with the grant, vesting, settlement, or sale of PSUs under this Plan,

The following provisions supplement the **Responsibility for Taxes** section of the Agreement for Directors or Consultants who perform services under a services agreement or management agreement:

Risk of Reclassification. The Participant acknowledges that the Dutch tax authorities (Belastingdienst) actively enforce rules regarding the misclassification of independent contractors as employees (schijnzelfstandigheid). If the Dutch tax authorities determine that the Participant's working relationship with the employer qualifies as an employment relationship (dienstbetrekking) within the meaning of the Dutch Wage Tax Act 1964 (Wet op de loonbelasting 1964), whether deemed (fictieve dienstbetrekking) or otherwise, the Employer may be required to withhold and remit wage tax and social insurance contributions on the PSU benefits and may be subject to additional tax assessments, penalties and interest. In such event, the Participant agrees to cooperate with the employer and to reimburse the employer for any wage tax, social insurance contributions, penalties, interest or other costs incurred by the employer as a direct result of such reclassification to the extent attributable to the Participant's PSU benefits, without prejudice to any other rights the employer may have.

In the event of a reclassification as referred to above, the Participant authorises the employer to satisfy any resulting withholding obligations by any of the methods described in the withholding provisions applicable to employee Participants, including by way of sell-to-cover, or cash payment by the Participant.

UNITED KINGDOM

TERMS AND CONDITIONS

The Participant agrees to:

(a) if so required by the Company, enter into an election in a form approved by the Company in accordance with section 431 of the Income Tax (Earnings and Pensions) Act 2003 (restricted securities election) in respect of any Common Stock received by the Participant pursuant to the PSUs; and

(b) indemnify the Company, their employer and any other person in respect of any amounts in respect of income tax, employee's National Insurance contributions and, if so determined by the Company to the extent permitted by law, employer's National Insurance contributions for which the Company, their employer or any other person is obliged to account under the Pay-As-You-Earn system arising in respect of the PSUs.

EXHIBIT C
STATEMENT OF MANAGEMENT OBJECTIVES

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

1. Performance Matrix.

From 0% to 250% of the PSUs will be earned based on achievement of the Management Objectives measured by Stock Price upon conclusion of the Performance Period as follows:

Performance Level	Stock Price	PSUs Earned
Below Threshold		0%
Threshold		50%
Target		100%
High		200%
Overachievement		250%

For the avoidance of doubt, the performance matrix above may be adjusted by the Committee under the terms of the Plan, including pursuant to Section 14 or Section 9.3 of the Plan.

2. Number of PSUs Earned.

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

Below Threshold. If, upon the conclusion of the Performance Period, the Stock Price for the Performance Period falls below the threshold level, as set forth in the Performance Matrix, no PSUs shall become nonforfeitable.

Threshold. If, upon the conclusion of the Performance Period, Stock Price for the Performance Period equals the threshold level, as set forth in the Performance Matrix, 50% of the PSUs (rounded down to the nearest whole number of PSUs) shall become nonforfeitable.

Between Threshold and Target. If, upon the conclusion of the Performance Period, the Stock Price for the Performance Period exceeds the threshold level, but is less than the target level, as set forth in the Performance Matrix, a percentage between 50% and 100% (determined on the basis of straight-line mathematical interpolation) of the PSUs (rounded down to the nearest whole number of PSUs) shall become nonforfeitable.

Target. If, upon the conclusion of the Performance Period, the Stock Price for the Performance Period equals the target level, as set forth in the Performance Matrix, 100% of the PSUs shall become nonforfeitable.

Between Target and High. If, upon the conclusion of the Performance Period, the Stock Price for the Performance Period exceeds the target level, but is less than the high level, as set forth in the Performance Matrix, a percentage between 100% and 200% (determined on the basis of straight-line mathematical interpolation) of the PSUs (rounded down to the nearest whole number of PSUs) shall become nonforfeitable.

High. If, upon the conclusion of the Performance Period, the Stock Price for the Performance Period equals the high level, as set forth in the Performance Matrix, 200% of the PSUs shall become nonforfeitable.

Between High and Overachievement. If, upon the conclusion of the Performance Period, the Stock Price for the Performance Period exceeds the high level, but is less than the overachievement level, as set forth in the Performance Matrix, a percentage between 200% and 250% (determined on the basis of straight-line mathematical interpolation) of the PSUs (rounded down to the nearest whole number of PSUs) shall become nonforfeitable.

Equals or Exceeds Overachievement. If, upon the conclusion of the Performance Period, the Stock Price for the Performance Period equals or exceeds the overachievement level, as set forth in the Performance Matrix, 250% of the PSUs shall become nonforfeitable.

Exhibit 10.10

ENVIRI CORPORATION
RESTRICTED STOCK UNITS AGREEMENT
(NON-EMPLOYEE DIRECTOR FORM – STANDARD ANNUAL)

This RESTRICTED STOCK UNITS AGREEMENT (this "**Agreement**") is made as of [●] (the "**Date of Grant**"), by and between Enviri Corporation, a Delaware corporation, and [PARTICIPANT NAME] (the "**Participant**").

1. Certain Definitions. Capitalized terms used, but not otherwise defined, in this Agreement will have the meanings given to such terms in the Company's 2026 Omnibus Incentive Plan (as amended from time to time, the "**Plan**").

2. Grant of RSUs. Subject to and upon the terms, conditions and restrictions set forth in this Agreement and in the Plan, the Company grants to the Participant, as of the Date of Grant, [NUMBER] Restricted Stock Units ("**RSUs**").

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

4. Vesting of RSUs.

(a) The RSUs covered by this Agreement shall vest and become nonforfeitable and payable to the Participant pursuant to Section 5 if the Participant remains in Continuous Service through the first anniversary of the Date of Grant (the "**Vesting Date**"). Any RSUs that do not become nonforfeitable on a Vesting Date will be forfeited if the Participant's Continuous Service ceases prior to the Vesting Date.

(b) Notwithstanding Section 4(a) above, in the event the Participant's Continuous Service terminates prior to a Vesting Date, a prorated portion of the RSUs that would have otherwise vested and become nonforfeitable on such Vesting Date (the "**Eligible RSUs**") shall vest and become nonforfeitable, with such prorated portion determined by multiplying the number of Eligible RSUs by a fraction (the numerator of which equals the number of days from (and including) the later of the Date of Grant and the most recent Vesting Date and the denominator of which equals the sum of (i) the numerator and (ii) the number of days until (and including) the next Vesting Date) and rounding to the nearest whole number.

(c) Notwithstanding the foregoing, the RSUs shall vest in full and become nonforfeitable and payable to the Participant pursuant to Section 5 upon the occurrence of any of the following events at a time when the RSUs have not been forfeited (to the extent the RSUs have not previously become nonforfeitable): (i) the Participant's death or Disability, (ii) the Participant's "separation from service" (as such term is defined in Treasury Regulations Section 1.409A-1(h) without regard to any alternative definition thereunder) on or after age 72, or (iii) immediately prior to a Change in Control, in each case, during the Participant's Continuous Service.

5. Form and Time of Payment of RSUs.

(a) Payment for the RSUs, after and to the extent they have become nonforfeitable, shall be made in shares of Common Stock. Except as provided in Section 5(b) or 5(c), payment shall be made within 70 days following the date that the RSUs become nonforfeitable pursuant to Section 4 hereof.

(b) If the Participant is deemed by the Company at the time of the Participant's "separation from service" (as such term is defined in Treasury Regulations Section 1.409A-1(h) without regard to any alternative definition thereunder) with the Company to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, and if any of the payments upon such separation from service set forth herein are deemed to be "deferred compensation" within the meaning of Section 409A of the Code, then to the extent delayed commencement of any portion of such payments is required to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code and the related adverse taxation under Section 409A of the Code, such payments will not be provided to the Participant prior to the earliest of (i) the date that is six months and one day after the date of such separation from service, (ii) the date of the Participant's death, or (iii) such earlier date as permitted under Section 409A of the Code without the imposition of adverse taxation. Upon the first business day following the expiration of such period, all payments deferred pursuant to this Section 5(c) will be paid in a lump sum to the Participant, and any remaining payments due will be paid as otherwise provided herein.

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

6. Voting and Other Rights; Dividend Equivalents.

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

(b) From and after the Date of Grant and until the earlier of (i) the time when the RSUs become nonforfeitable and are paid in accordance with Section 5 hereof or (ii) the time when the Participant's right to receive Common Stock in payment of the RSUs is forfeited in accordance with Section 4 hereof, on the date that the Company pays a cash dividend (if any) to holders of Common Stock generally, the Participant shall become entitled to receive (subject to the following sentence) a number of additional whole RSUs determined by dividing (x) the product of (1) the dollar amount of the cash dividend paid per share of Common Stock on such date and (2) the total number of RSUs (including dividend equivalents) previously credited to the Participant as of such date, by (y) the Fair Market Value on such date. Such dividend equivalents (if any) shall be subject to the same terms and conditions and shall be paid or forfeited in the same manner and at the same time as the RSUs to which the dividend equivalents were credited.

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

7. Adjustments. The RSUs and their terms under this Agreement are subject to mandatory adjustment under the terms of Section 14 of the Plan.

8. Compliance With Applicable Laws. The Company shall make reasonable efforts to comply with all Applicable Laws; provided, however, that notwithstanding any other provision of the Plan and this Agreement, the Company shall not be obligated to issue any Common Stock pursuant to this Agreement if the issuance thereof would result in a violation of any Applicable Laws.

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

10. Withholding Obligations. The Company and its Affiliates may withhold from any payment of cash or distribution of shares of Common Stock or other property to the Participant under this Agreement an amount or number of shares sufficient to cover any required tax withholding with respect to such payment, including up to the maximum allowable withholding, or may take such other action as the Company deems necessary to satisfy any income or other tax withholding requirements arising as a result of the grant or settlement of the RSUs. The Company and its Affiliates may, as a condition to any payment pursuant to this Agreement, require the payment of any such taxes and require that the Participant furnish any information necessary to meet any applicable tax reporting obligation. Subject to prior approval by the Committee and compliance with Applicable Laws, the Participant may, in satisfaction of his or her obligation to pay tax withholding in connection with the vesting or other settlement of the RSUs, elect to: (i) make a cash payment to the Company or its Affiliates; (ii) have withheld a portion of the shares of Common Stock then issuable to the Participant pursuant to Section 5; (iii) surrender shares of Common Stock owned by the Participant prior to the vesting or other settlement of the RSUs; or (iv) utilize a cashless settlement procedure through a registered broker-dealer pursuant to such cashless settlement procedures as are, from time to time, deemed acceptable by the Committee. For purposes of clauses (ii) and (iii), the shares of Common Stock subject to such election shall have a Fair Market Value equal to the applicable tax withholding amount. In the event that the amount of the Company's or its Affiliates' withholding obligation in connection with the RSUs exceeds the amount actually withheld by the Company and its Affiliates, the Participant agrees to indemnify and hold harmless the Company and its Affiliates from any liability arising from any failure by the Company and its Affiliates to withhold the proper amount.

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

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

any manner the right of the Company or any of its Subsidiaries to terminate the employment or adjust the compensation of the Participant.

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

14. Amendments. Any amendment to the Plan shall be deemed to be an amendment to this Agreement to the extent that the amendment is applicable hereto; provided, however, that no amendment shall materially impair affect the rights of the Participant under this Agreement without the Participant's written consent.

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

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

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

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

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

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

[*Signature Page Follows*]

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

ENVIRI CORPORATION

By:

____

The undersigned hereby acknowledges receipt of an executed version of this Agreement and accepts the award of RSUs granted hereunder on the terms and conditions set forth herein and in the Plan.

PARTICIPANT

By:

____

.

ENVIRI CORPORATION
DEFERRED STOCK UNITS AGREEMENT
(NON-EMPLOYEE DIRECTOR FORM – DEFERRED CASH)

This DEFERRED STOCK UNITS AGREEMENT (this "**Agreement**") is made as of [●] (the "**Date of Grant**"), by and between Enviri Corporation, a Delaware corporation, and [PARTICIPANT NAME] (the "**Participant**").

1. Certain Definitions. Capitalized terms used, but not otherwise defined, in this Agreement will have the meanings given to such terms in the Company's 2026 Omnibus Incentive Plan (as amended from time to time, the "**Plan**").

2. Grant of Deferred Stock Units. Subject to and upon the terms, conditions and restrictions set forth in this Agreement and in the Plan, the Company grants to the Participant, as of the Date of Grant, [NUMBER] Deferred Stock Units ("D**SUs**").

3. Restrictions on Transfer of DSUs. Neither the DSUs granted hereby nor any interest therein or in the Common Stock related thereto shall be transferable prior to payment to the Participant pursuant to Section 5, other than by will or pursuant to the laws of descent and distribution.

4. Vesting of DSUs.

(a) The DSUs covered by this Agreement shall vest and become nonforfeitable and payable to the Participant pursuant to Section 5 if the Participant remains in Continuous Service through the following vesting dates (each, a "**Vesting Date**").

Percentage of Total DSUs Vesting	**Vesting Date**
25%	March 31, [YEAR]
25%	June 30, [YEAR]
25%	September 30, [YEAR]
25%	December 31, [YEAR]

Any DSUs that do not become nonforfeitable on a Vesting Date will be forfeited if the Participant's Continuous Service ceases prior to such Vesting Date.

(b) Notwithstanding Section 4(a) above, in the event the Participant's Continuous Service terminates prior to a Vesting Date, a prorated portion of the DSUs that would have otherwise vested and become nonforfeitable on such Vesting Date (the "**Eligible DSUs**") shall vest and become nonforfeitable, with such prorated portion determined by multiplying the number of Eligible DSUs by a fraction (the numerator of which equals the number of days from (and including) the later of the Date of Grant and the most recent Vesting Date and the denominator of which equals the sum of (i) the numerator and (ii) the number of days until (and including) the next Vesting Date) and rounding to the nearest whole number.

(c) Notwithstanding the foregoing, the DSUs shall vest in full and become nonforfeitable and payable to the Participant pursuant to Section 5 upon the occurrence of any of the following events at a time when the DSUs have not been forfeited (to the extent the DSUs have not previously become nonforfeitable): (i) the Participant's death or Disability, (ii) the Participant's "separation from service" (as such term is defined in Treasury Regulations Section 1.409A-1(h) without regard to any alternative definition thereunder) on or after age 72, or (iii) immediately prior to a Change in Control, in each case, during the Participant's Continuous Service.

5. Form and Time of Payment of DSUs.

(a) Payment for each DSU, after and to the extent it has become nonforfeitable, shall be made in cash in an amount equal to the Fair Market Value on the day prior to the payment date.

(b) Subject to Section 5(c) below, payment shall be made on or after the date that the DSUs vest and become nonforfeitable pursuant to Section 4 in [a single lump sum]/[[NUMBER (UP TO 10)] substantially equal annual installments beginning] in [YEAR]/[the year following the year of the Participant's "separation from service" (as such term is defined in Treasury Regulations Section 1.409A-1(h) without regard to any alternative definition thereunder)]. [Notwithstanding the foregoing, payment shall be made in a single lump sum (i) in the year following the year of the Participant's death or Disability or (ii) upon a Change in Control, in each case, to the extent unpaid as of such event.]

(c) If the Participant is deemed by the Company at the time of the Participant's "separation from service" (as such term is defined in Treasury Regulations Section 1.409A-1(h) without regard to any alternative definition thereunder) with the Company to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, and if any of the payments upon such separation from service set forth herein are deemed to be "deferred compensation" within the meaning of Section 409A of the Code, then to the extent delayed commencement of any portion of such payments is required to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code and the related adverse taxation under Section 409A of the Code, such payments will not be provided to the Participant prior to the earliest of (i) the date that is six months and one day after the date of such separation from service, (ii) the date of the Participant's death, or (iii) such earlier date as permitted under Section 409A of the Code without the imposition of adverse taxation. Upon the first business day following the expiration of such period, all payments deferred pursuant to this Section 5(c) will be paid in a lump sum to the Participant, and any remaining payments due will be paid as otherwise provided herein.

(d) The Company's obligations to the Participant with respect to the DSUs will be satisfied in full upon payment in respect of each DSU that has not been forfeited.

6. Voting and Other Rights; Dividend Equivalents.

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

(b) The Participant shall have no right to receive Dividend Equivalents in respect of the DSUs.

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

7. Adjustments. The DSUs and their terms under this Agreement are subject to mandatory adjustment under the terms of Section 14 of the Plan.

8. Compliance With Applicable Laws. The Company shall make reasonable efforts to comply with all Applicable Laws; provided, however, that notwithstanding any other provision of the Plan and this Agreement, the Company shall not be obligated to issue any Common Stock pursuant to this Agreement if the issuance thereof would result in a violation of any Applicable Laws.

9. Compliance With Section 409A of the Code. It is intended that this Agreement and the Plan comply with the provisions of Section 409A of the Code. This Agreement and the Plan shall be administered in a manner consistent with this intent, and any provision that would cause this Agreement or the Plan to fail to satisfy Section 409A of the Code shall have no force or effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of the Participant). Each installment of DSUs that vests under this award is a "separate payment" for purposes of Treasury Regulations Section 1.409A-2(b)(2).

10. Withholding Obligations. The Company and its Affiliates may withhold from any payment of cash or distribution of shares of Common Stock or other property to the Participant under this Agreement an amount or number of shares sufficient to cover any required tax withholding with respect to such payment, including up to the maximum allowable withholding, or may take such other action as the Company deems necessary to satisfy any income or other tax withholding requirements arising as a result of the grant or settlement of the DSUs. The Company and its Affiliates may, as a condition to any payment pursuant to this Agreement, require the payment of any such taxes and require that the Participant furnish any information necessary to meet any applicable tax reporting obligation. Subject to prior approval by the Committee and compliance with Applicable Laws, the Participant may, in satisfaction of his or her obligation to pay tax withholding in connection with the vesting or other settlement of the DSUs, elect to: (i) make a cash payment to the Company or its Affiliates; (ii) have withheld a portion of the shares of Common Stock then issuable to the Participant pursuant to Section 5; (iii) surrender shares of Common Stock owned by the Participant prior to the vesting or other settlement of the DSUs; or (iv) utilize a cashless settlement procedure through a registered broker-dealer pursuant to such cashless settlement procedures as are, from time to time, deemed acceptable by the Committee. For purposes of clauses (ii) and (iii), the shares of Common Stock subject to such election shall have a Fair Market Value equal to the applicable tax withholding amount. In the event that the amount of the Company's or its Affiliates' withholding obligation in connection with the DSUs exceeds the amount actually withheld by the Company and its Affiliates, the Participant agrees to indemnify and hold harmless the Company and its Affiliates from any liability arising from any failure by the Company and its Affiliates to withhold the proper amount.

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

provided in this Agreement, capitalized terms used herein will have the meaning ascribed to such terms in the Plan.

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

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

14. Amendments. Any amendment to the Plan shall be deemed to be an amendment to this Agreement to the extent that the amendment is applicable hereto; provided, however, that no amendment shall materially impair affect the rights of the Participant under this Agreement without the Participant's written consent.

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

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

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

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

19. Acknowledgement. The Participant acknowledges that the Participant (a) has received a copy of the Plan, (b) has had an opportunity to review the terms of this Agreement and the Plan,

(c) understands the terms and conditions of this Agreement and the Plan, and (d) agrees to such terms and conditions.

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

[*Signature Page Follows*]

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

ENVIRI CORPORATION

By:

____

The undersigned hereby acknowledges receipt of an executed version of this Agreement and accepts the award of DSUs granted hereunder on the terms and conditions set forth herein and in the Plan.

PARTICIPANT

By:

____

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ENVIRI CORPORATION
DEFERRED STOCK UNITS AGREEMENT
(NON-EMPLOYEE DIRECTOR FORM – DEFERRED ANNUAL)

This DEFERRED STOCK UNITS AGREEMENT (this "**Agreement**") is made as of [●] (the "**Date of Grant**"), by and between Enviri Corporation, a Delaware corporation, and [PARTICIPANT NAME] (the "**Participant**").

1. Certain Definitions. Capitalized terms used, but not otherwise defined, in this Agreement will have the meanings given to such terms in the Company's 2026 Omnibus Incentive Plan (as amended from time to time, the "**Plan**").

2. Grant of Deferred Stock Units. Subject to and upon the terms, conditions and restrictions set forth in this Agreement and in the Plan, the Company grants to the Participant, as of the Date of Grant, [NUMBER] Deferred Stock Units ("**DSUs**").

3. Restrictions on Transfer of DSUs. Neither the DSUs granted hereby nor any interest therein or in the Common Stock related thereto shall be transferable prior to payment to the Participant pursuant to Section 5, other than by will or pursuant to the laws of descent and distribution.

4. Vesting of DSUs.

(a) The DSUs covered by this Agreement shall vest in full and become nonforfeitable and payable to the Participant pursuant to Section 5 if the Participant remains in Continuous Service through the first anniversary of the Date of Grant (the "**Vesting Date**"). Any DSUs that do not become nonforfeitable on the Vesting Date will be forfeited, including if the Participant's Continuous Service ceases prior to the Vesting Date.

(b) Notwithstanding Section 4(a) above, in the event the Participant's Continuous Service terminates prior to a Vesting Date, a prorated portion of the DSUs that would have otherwise vested and become nonforfeitable on such Vesting Date (the "**Eligible DSUs**") shall vest and become nonforfeitable and payable to the Participant pursuant to Section 5, with such prorated portion determined by multiplying the number of Eligible DSUs by a fraction (the numerator of which equals the number of days from (and including) the later of the Date of Grant and the most recent Vesting Date and the denominator of which equals the sum of (i) the numerator and (ii) the number of days until (and including) the next Vesting Date) and rounding to the nearest whole number.

(c) Notwithstanding the foregoing, the DSUs shall vest in full and become nonforfeitable and payable to the Participant pursuant to Section 5 upon the occurrence of any of the following events at a time when the DSUs have not been forfeited (to the extent the DSUs have not previously become nonforfeitable): (i) the Participant's death or Disability, (ii) the Participant's "separation from service" (as such term is defined in Treasury Regulations Section 1.409A-1(h) without regard to any alternative definition thereunder) on or after age 72, or (iii) immediately prior to a Change in Control, in each case, during the Participant's Continuous Service.

5. Form and Time of Payment of DSUs.

(a) Payment for the DSUs, after and to the extent they have become nonforfeitable, shall be made in shares of Common Stock.

(b) Subject to Section 5(c) below, payment shall be made on or after the date that the DSUs vest and become nonforfeitable pursuant to Section 4 in [a single lump sum]/[[NUMBER (UP TO 10)] substantially equal annual installments beginning] in [YEAR]/[the year following the year of the Participant's "separation from service" (as such term is defined in Treasury Regulations Section 1.409A-1(h) without regard to any alternative definition thereunder)]. [Notwithstanding the foregoing, payment shall be made in a single lump sum (i) in the year following the year of the Participant's death or Disability or (ii) upon a Change in Control, in each case, to the extent unpaid as of such event.]

(c) If the Participant is deemed by the Company at the time of the Participant's "separation from service" (as such term is defined in Treasury Regulations Section 1.409A-1(h) without regard to any alternative definition thereunder) with the Company to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, and if any of the payments upon such separation from service set forth herein are deemed to be "deferred compensation" within the meaning of Section 409A of the Code, then to the extent delayed commencement of any portion of such payments is required to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code and the related adverse taxation under Section 409A of the Code, such payments will not be provided to the Participant prior to the earliest of (i) the date that is six months and one day after the date of such separation from service, (ii) the date of the Participant's death, or (iii) such earlier date as permitted under Section 409A of the Code without the imposition of adverse taxation. Upon the first business day following the expiration of such period, all payments deferred pursuant to this Section 5(c) will be paid in a lump sum to the Participant, and any remaining payments due will be paid as otherwise provided herein.

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

6. Voting and Other Rights; Dividend Equivalents.

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

(b) From and after the Date of Grant and until the earlier of (i) the time when the DSUs become nonforfeitable and are paid in accordance with Section 5 hereof or (ii) the time when the Participant's right to receive Common Stock in payment of the DSUs is forfeited in accordance with Section 4 hereof, on the date that the Company pays a cash dividend (if any) to holders of Common Stock generally, the Participant shall become entitled to receive (subject to the following sentence) a number of additional whole DSUs determined by dividing (x) the product of (1) the dollar amount of the cash dividend paid per share of Common Stock on such date and (2) the total number of DSUs (including dividend equivalents) previously credited to the Participant as of such date, by (y) the Fair Market Value on such date. Such dividend equivalents (if any) shall be subject to the same terms and conditions and shall be paid or forfeited in the same manner and at the same time as the DSUs to which the dividend equivalents were credited.

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

7. Adjustments. The DSUs and their terms under this Agreement are subject to mandatory adjustment under the terms of Section 14 of the Plan.

8. Compliance With Applicable Laws. The Company shall make reasonable efforts to comply with all Applicable Laws; provided, however, that notwithstanding any other provision of the Plan and this Agreement, the Company shall not be obligated to issue any Common Stock pursuant to this Agreement if the issuance thereof would result in a violation of any Applicable Laws.

9. Compliance With Section 409A of the Code. It is intended that this Agreement and the Plan comply with the provisions of Section 409A of the Code. This Agreement and the Plan shall be administered in a manner consistent with this intent, and any provision that would cause this Agreement or the Plan to fail to satisfy Section 409A of the Code shall have no force or effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of the Participant). Each installment of DSUs that vests under this award is a "separate payment" for purposes of Treasury Regulations Section 1.409A-2(b)(2).

10. Withholding Obligations. The Company and its Affiliates may withhold from any payment of cash or distribution of shares of Common Stock or other property to the Participant under this Agreement an amount or number of shares sufficient to cover any required tax withholding with respect to such payment, including up to the maximum allowable withholding, or may take such other action as the Company deems necessary to satisfy any income or other tax withholding requirements arising as a result of the grant or settlement of the DSUs. The Company and its Affiliates may, as a condition to any payment pursuant to this Agreement, require the payment of any such taxes and require that the Participant furnish any information necessary to meet any applicable tax reporting obligation. Subject to prior approval by the Committee and compliance with Applicable Laws, the Participant may, in satisfaction of his or her obligation to pay tax withholding in connection with the vesting or other settlement of the DSUs, elect to: (i) make a cash payment to the Company or its Affiliates; (ii) have withheld a portion of the shares of Common Stock then issuable to the Participant pursuant to Section 5; (iii) surrender shares of Common Stock owned by the Participant prior to the vesting or other settlement of the DSUs; or (iv) utilize a cashless settlement procedure through a registered broker-dealer pursuant to such cashless settlement procedures as are, from time to time, deemed acceptable by the Committee. For purposes of clauses (ii) and (iii), the shares of Common Stock subject to such election shall have a Fair Market Value equal to the applicable tax withholding amount. In the event that the amount of the Company's or its Affiliates' withholding obligation in connection with the DSUs exceeds the amount actually withheld by the Company and its Affiliates, the Participant agrees to indemnify and hold harmless the Company and its Affiliates from any liability arising from any failure by the Company and its Affiliates to withhold the proper amount.

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

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

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

14. Amendments. Any amendment to the Plan shall be deemed to be an amendment to this Agreement to the extent that the amendment is applicable hereto; provided, however, that no amendment shall materially impair affect the rights of the Participant under this Agreement without the Participant's written consent.

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

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

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

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

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

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

[*Signature Page Follows*]

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

ENVIRI CORPORATION

By:

____

The undersigned hereby acknowledges receipt of an executed version of this Agreement and accepts the award of DSUs granted hereunder on the terms and conditions set forth herein and in the Plan.

PARTICIPANT

By:

____

.

Exhibit 10.13

May 8, 2026

Russell Hochman
Sent via email

Dear Russell:

On behalf of Enviri II Corporation ("Enviri"), I wish to confirm your position of Chief Executive Officer at an annual salary of $750,000 (Seven Hundred Fifty Thousand Dollars), effective upon the date the sale of Clean Earth and formal spin-off of Enviri occurs.

Effective in the 2026 plan year, you will be eligible for supplemental compensation annually as a participant in the Company's Annual Incentive Plan ("AIP"). Based on the achievement of Enviri's overall objectives the target award available to you will be 100% of your base earnings for the Plan Year. Any award for the 2026 Plan Year will be prorated to reflect your actual time in this assignment during the current year. The AIP Plan design and payout criteria are reviewed periodically, are subject to change and are at the sole discretion of the Enviri Board of Directors.

Effective for the 2026 plan year, you will be eligible to participate in the Enviri II Corporation Long-Term Incentive (LTIP) Plan at an annual target level of 400% of your base salary. It is anticipated that the Plan will consist of restricted stock units (RSUs) with a ratable vesting schedule of one-third of the grant award each year on the anniversary date of the grant. Participation is subject to the terms of the Plan. Plan design, share ownership requirements, participation and any grants in this reward program are reviewed annually, are subject to change and are at the sole discretion of the Enviri Board of Directors. Your inclusion in the list of Plan participants reflects the value we place on your role within the global Enviri team.

We currently expect to make founders grants to a group of employees who are critical to executing the strategy of New Enviri. Your position will be eligible for a founders grant. More information on the founders grant will be provided following Board of Directors approval of this program.

You will continue to be based at the new Corporate Headquarters in Center City Philadelphia. In this position you will report directly to Carolann Haznedar, Chair of the Board for Enviri II Corporation.

Please be aware that, since your position will involve significant access to Enviri confidential information and/or valuable business relationships, you will be required to sign the Enviri Confidentiality Agreement as a condition of our employment offer.

While we hope our relationship will be mutually beneficial, it needs to be emphasized that our relationship (as with all of our employees) is "at-will", that is, you or the Company can end the relationship for any reason and at any time, with or without cause or advance notice.

Please note your acceptance by signing and returning a copy of this letter. Should you have any questions, please reach out to Lauren Aker.

Sincerely,

Carolann Haznedar ____
Chair of the Board
Enviri II Corporation Russell Hochman Date
Cc: Personnel File

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

THIS EMPLOYEE CONFIDENTIALITY AND NON-COMPETITION AGREEMENT ("Agreement") is entered into, by and between Enviri Corporation and its affiliates (collectively, "Enviri"), and Russell Hochman (hereinafter, "you" or "your").

In consideration of (a) Enviri hiring you as an at-will employee in such capacity as may be determined by Enviri, (b) the expense, time and effort involved in providing you with specialized and unique training, (c) the access Enviri will provide you to certain trade secrets, and confidential and proprietary information, as required by your job duties, and/or (d) the access that you will be provided to important customer relationships and the associated customer goodwill of Enviri, Enviri and you agree to the following legally binding terms:

1. **Employment.**

You desire to be employed by Enviri in a management, executive and/or leadership capacity. During the entire period that you are employed by Enviri, you agree to devote your best efforts to advance the interests of Enviri.

Your status is as an at-will employee, and Enviri is not obligated by this Agreement or by separate arrangements to continue your employment for any particular time period or under any specific terms or conditions. You acknowledge and agree this Agreement is ancillary to the inception of your employment relationship with Enviri.

You represent and warrant that you have furnished Enviri with copies of any and all agreements, or other documents, if any, to which you are a party or by which you are otherwise bound that may restrict you in the performance of your duties for Enviri. This includes any Non-Competition or Confidentiality Agreements with any prior employers. You further agree not to divulge to Enviri any trade secrets, or confidential or proprietary information of your prior employers.

2. **Non-Disclosure of Enviri's Confidential Information.**

Enviri is in the business of supplying industrial services and manufacturing through diverse business units**.** In the course of performing such activities, Enviri acquires and develops trade secrets and confidential and proprietary information which is not generally known in the industry.

You recognize that the knowledge and information acquired by you concerning Enviri'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, and any other trade secrets or confidential or proprietary information, documents, reports, plans or data, of available to the public (collectively, "Enviri confidential information") are valuable, special and unique aspects of Enviri's business. You recognize that such Enviri confidential information would not be provided to you by Enviri in the absence of this signed Agreement because of the risks that valuable Enviri confidential information might otherwise be divulged and thereby damage Enviri's competitive position in the marketplace.

You agree that you will not, during or after your employment with Enviri, (i) disclose, in whole or in part, any Enviri confidential information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever unless authorized in writing to do so by Enviri, or (ii) use any Enviri confidential information for your own purpose or for the benefit of any person, firm, corporation, association or other entity other than Enviri. After the term of your employment, the restrictions set forth in this paragraph will not apply to information which is then in the public domain (unless you are responsible, directly or indirectly, for such Enviri confidential information entering the public domain without Enviri's consent).

Notwithstanding any other provision of this Agreement, you understand that nothing contained in this Agreement limits your ability to file a charge or complaint with any federal, state or local governmental agency or commission ("Government Agencies"). You further understand that this Agreement does not limit your 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 Enviri.

Furthermore, 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."

3. **Intellectual Property.**

All inventions, improvements, processes, methods, procedures, systems, discoveries, concepts, know-how, data, databases, other works of authorship, technology, devices, products software, templates, documentation, specifications, compilations, designs, reports, or other creations or developments, and any enhancements, modifications, or additions to the foregoing or to any products or services owned, marketed or used by Enviri, and any patents or patent application related thereto, and any and all trademark, copyright, trade secret and other intellectual property rights related thereto (collectively, the "Intellectual Property") which you (either alone or in conjunction with others) conceive, make, create, author, obtain or develop during the term of your employment with Enviri (whether during or outside of working hours) and which are related in any way to Enviri's business or its technology, or which are created using Enviri resources, whether or not it is completed or reduced to practice during the period of your employment (collectively, "Enviri Intellectual Property"), will be the sole property of

Intellectual Property does **not** include any Intellectual Property, if any, conceived, made, obtained or developed by you *prior* to your employment by Enviri that is expressly identified by you on the Intellectual Property Disclosure attached to this Agreement. Enviri Intellectual Property also does **not** include, and this Agreement not apply to, any Intellectual Property that you develop entirely on your own time without using Enviri's equipment, supplies, facility or trade secret information, except for Intellectual Property that: (1) relates to Enviri's business or actual or demonstrably anticipated research or development; or (2) results from any work performed by you for Enviri. You acknowledge and agree that all Enviri Intellectual Property made by you (solely or jointly with others) and which qualifies as a "work made for hire" pursuant to the United States Copyright Act shall be deemed a "work made for hire" of which Enviri shall be the legal author and owner upon creation. For all Enviri Intellectual Property that does not qualify as a "work made for hire" deemed authored and owned by Enviri upon creation, you hereby assign to Enviri, and solely to the extent a present assignment is not effective you agree to assign to Enviri, all your right, title and interest in and to such Enviri Intellectual Property. You hereby waive any non-assignable rights, including moral rights, in and to such Enviri Intellectual Property. Enviri Intellectual Property will belong to Enviri whether or not patent, trademark, copyright and/or other intellectual property right applications are or can be filed thereon. You will make full and prompt disclosure to Enviri of all Enviri Intellectual Property and, at Enviri's request and expense (but without additional compensation to you), you will at any time and from time to time during and after your employment with Enviri, execute and deliver to Enviri such applications, assignments and other papers and take such other actions (including, but not limited to, testifying in any legal proceedings) as Enviri, in its sole discretion, considers necessary or desirable to formalize, vest, perfect, enforce, defend or maintain Enviri's rights in and to such Enviri Intellectual Property. In the event Enviri is unable for any reason, after reasonable effort, to secure your signature on any document needed in connection with the actions specified in the preceding paragraph, you hereby irrevocably designate and appoint Enviri and Enviri's duly authorized officers and agents as your agent and attorney in fact, which appointment is coupled with an interest, to act for and in your behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by you.

4. **Non-Solicitation and Non-Competition.**

(a) You agree that during your employment by Enviri and for a period of twelve (12) months after the cessation of such employment for any reason (hereinafter, "the Restricted Period"), including, but not limited to, by reason of your voluntarily resigning or being terminated for violation of company policies or deficiency in performance, you shall not, for yourself or on behalf of any other corporation, business, partnership, individual, or other entity in any capacity (as an employee, independent contractor, owner, partner, or otherwise), directly or indirectly:

(i) engage in any act or omission which may interfere with or adversely affect the relationship (contractual or otherwise) of Enviri with any Customer (as defined below) of Enviri, or otherwise induce or attempt to induce any such Customer not to do business with, cease doing business with, or reduce or otherwise limit its business with, Enviri;

(ii) (A) induce, offer, assist, encourage or suggest that another business or enterprise offer employment to or enter into a consulting arrangement with any Enviri employee, agent or representative, (B) induce, offer, assist, encourage or suggest that any Enviri employee, consultant, independent contractor, agent or representative terminate his or her employment or business affiliation with Enviri; or (C) otherwise interfere with the employment or other business relationship between Enviri and any employee, independent contractor, consultant, agent, vendor or other business relation; or

(iii) within the Restricted Area (as defined below): (A) engage in any business activity which, at the time of termination of your employment with Enviri, is a Competing Activity (as defined below); or (B) engage in any business activity for, become employed by, or perform competing services for (as an employee, consultant, independent contractor, owner, partner, or otherwise) any Competitor (as defined below).

(b) The term "Customer," as used in this paragraph 4, shall mean (i) any person or entity for whom Enviri is providing any goods or services or has provided goods or services during the twelve (12) month period immediately preceding your termination of employment, and (ii) any person or entity with whom Enviri was communicating at any point during the twelve (12) month period immediately preceding your termination of employment to provide goods or services, provided you were involved in or had knowledge of such communication.

(c) The term "Restricted Area," as used in this paragraph 4, shall mean (i) North America, and (ii) any other country in which Enviri (A) conducts business at the time of the termination of your employment or at any time during the twenty-four (24) month period prior to the termination of your employment, or (B) in which Enviri is planning, with your involvement, to conduct business at the time of the termination of your employment.

(d) The term "Competing Activity," as used in this paragraph 4, shall mean any activity that directly or indirectly, competes with Enviri or is of the type or character engaged in or competitive with that conducted by Enviri at the time of termination of your employment with Enviri.

(e) The term "Competitor," as used in this paragraph 4, shall mean any person or entity that engages in, directly or indirectly, any business activity of the type or character engaged in or competitive with that conducted by Enviri at the time of termination of your employment with Enviri.

(f) This paragraph 4 shall not preclude you from owning up to 2% of the stock of a publicly-traded company.

(g) Agreement to this paragraph 4 is a material condition of your employment with Enviri.

5. **Return of Enviri Documents and Other Information**.

Immediately upon the cessation of your employment with Enviri for any reason or at any other time immediately upon request of Enviri, you shall deliver to Enviri all company property, including, but not limited to, computers, personal data devices, cell phones, keys or access cards, credit cards, and all Enviri confidential information (as defined above).

6. **Subsequent Employment and Enforcement**.

(a) **Advise Enviri of New Employment.** In the event of a cessation of your employment with Enviri, and during the Restricted Period described in paragraph 4 above, you agree to disclose to Enviri, the name and address of any new employer or business affiliation within ten of your accepting such position. In the event that you fail to notify Enviri of such new employment or business affiliation as required above, the Restricted Period shall be extended by a period equal to the period of nondisclosure.

(b) **Your Ability to Earn Livelihood.** You acknowledge that, in the event of a cessation of your employment with Enviri, for any reason and at any time, you will be able to earn a livelihood without violating the provisions of paragraph 4 of this Agreement. Your ability to earn a livelihood without violating paragraph 4 of this Agreement is a material condition of your employment with Enviri. You and Enviri acknowledge that your rights have been limited by this Agreement only to the extent reasonably necessary to protect the legitimate interests of Enviri.

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

(d) **Enforcement.** You agree that if you violate the covenants and agreements set forth above (including paragraphs 2, 3, 4 and/or 5), Enviri would suffer irreparable harm, and that such harm to Enviri may be impossible to measure in monetary damages. Accordingly, in addition to any other remedies which Enviri may have at law or in equity, Enviri shall have the right to have all obligations, undertakings, agreements, covenants and other provisions of this Agreement specifically performed by you, and Enviri shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach, of this Agreement. In such event, Enviri shall be entitled to an accounting and repayment of all profits, compensation, remunerations or benefits which you or others, directly or indirectly, have realized or may realize as a result of, growing out of, or in conjunction with any violation of any partial or justified liquidated damages. Such remedies shall be an addition to and not in limitation of any injunctive relief or other rights or remedies to which Enviri is or may be entitled at law or in equity under this Agreement and that, in the event Enviri seeks to enforce the terms of this Agreement through court proceedings, Enviri shall be entitled to reimbursement for all legal fees, costs and expenses incident to enforcement.

7. **Miscellaneous.**

(a) **Employment.** This Agreement does not constitute a guarantee of employment.

(b) **Assignment.** You may not assign this Agreement or any of your rights, duties or obligations under this Agreement to any party. You hereby consent and agree that Enviri may assign this Agreement and any of the rights or obligations hereunder to any successor entity to Enviri by operation of law or otherwise or to any third party in connection with the sale, merger, consolidation, reorganization, liquidation or transfer, in whole or in part, of Enviri's control and/or ownership of its assets or business (including, but not limited to, the assets related to the business unit or division of Enviri by which you are employed, if applicable). In such event, you agree to continue to be bound by the terms of this Agreement.

(c) **Headings.** The headings contained in this Agreement are inserted for convenience of reference only, and shall not be deemed to be a part of this Agreement for any purposes, and shall not in any way define or affect the meaning, construction or scope of any of the provisions of this Agreement.

(d) **Governing Law and Jurisdiction.** This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania, and the parties consent and agree that the federal and state courts located in Cumberland County, Pennsylvania shall have exclusive jurisdiction over any dispute relating to this Agreement and/or your employment with Enviri.

(e) **Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties with respect to confidentiality, non-competition, non-solicitation and ownership of intellectual property, and supersedes all prior negotiations, agreements, discussions and proposals, both oral and written, between you and Enviri. This Agreement may not be amended or modified, and no waiver hereunder shall be valid or binding, unless set forth in writing, duly executed by you and an authorized representative of Enviri.

(f) **Acknowledgment.** You acknowledge that you have carefully read and considered the provisions of this Agreement, have had an opportunity to consult with an independent legal counsel of your choosing, and accept employment on the terms set forth in this Agreement.

(g) **Waiver**. The failure by Enviri to enforce any right or remedy available to it under this Agreement shall not be construed to be a waiver of such right or remedy with respect to any other prior, concurrent or subsequent breach or failure. No waiver of rights under this Agreement shall be effective unless made in writing with specific reference to this Agreement.

(h) **Notification**. You agree that Enviri may notify any third party about your obligations under this Agreement in order to ensure that you have performed all of your obligations hereunder. Upon Enviri's request, you agree to provide Enviri with information, including, but not limited to, supplying details of your subsequent employment, sufficient to verify that you have not breached, or are not breaching, any covenant in this Agreement.

ENVIRI CORPORATION

By:
Date

Date Name Printed

Your Signature

Two Logan Square | 100 North 18th Street | 17th Floor | Philadelphia | PA 19103

t +1.267.857.8715 | w enviri.com

Intellectual Property Disclosure

I, __________________, acknowledge and affirm that I make no claims to Intellectual Property that I have conceived, made, or developed prior to the signing of this document.

___________________ _________________

Signed Witness

____

Print Name

____

Date

OR

I, __________________, acknowledge and affirm that the list set forth below is a complete list of Intellectual Property, conceived, made, obtained or developed by me prior to my employment by Enviri. I make no other claims to any Intellectual Property that I have conceived, made, or developed prior to the signing of this document.

List Intellectual Property and initial each item:

Signed Witness

Print Name

Two Logan Square | 100 North 18th Street | 17th Floor | Philadelphia | PA 19103

t +1.267.857.8715 | w enviri.com

Exhibit 10.14

May 7, 2026

Peter Minan
Sent via email

Dear Pete:

On behalf of Enviri II Corporation ("Enviri"), I wish to confirm your position of Executive Vice President and Chief Financial Officer at an annual salary of $650,000 (Six Hundred Fifty Thousand Dollars), effective upon the date the sale of Clean Earth and formal spin-off of Enviri occurs.

Effective in the 2026 plan year, you will be eligible for supplemental compensation annually as a participant in the Company's Annual Incentive Plan ("AIP"). Based on the achievement of Enviri's overall objectives the target award available to you will be 80% of your base earnings for the Plan Year. Any award for the 2026 Plan Year will be prorated to reflect your actual time in this assignment during the current year. The AIP Plan design and payout criteria are reviewed periodically, are subject to change and are at the sole discretion of the Enviri Board of Directors.

Effective for the 2026 plan year, you will be eligible to participate in the Enviri II Corporation Long-Term Incentive (LTIP) Plan. Your 2026 grant will be equal to the value of $1,625,000 or 250% of your base salary, consisting of Restricted Stock Units (RSUs) and will be made within 60 business days following the spin-off of Enviri. Vesting of this RSU Award will be monthly, inclusive of credit for your start date of the consulting contract executed or December 1, 2025. No service vesting will occur unless you remain employed with the company through March 31, 2027. If you voluntarily terminate after March 31, 2027, the value of your award will be pro-rated from December 1, 2025 through to termination date divided by the number of months counted from December 1, 2025 and the last month of the three year RSU grant term. Participation is subject to the terms of the Plan. The LTIP Plan design, share ownership requirements, participation and any grants are reviewed annually, are subject to change and are at the sole discretion of the Enviri Board of Directors. Your inclusion in the list of Plan participants reflects the value we place on your role within the global Enviri team.

We currently expect to make founders grants to a group of employees who are critical to executing the strategy of New Enviri. Your position will be eligible for a founders grant. More information on the founders grant will be provided following Board of Directors approval of this program.

You will continue to be based at the new Corporate Headquarters in Center City Philadelphia. In this position you will report directly to Russell Hochman, Chief Executive Officer of Enviri II Corporation.

Please be aware that, since your position will involve significant access to Enviri confidential information and/or valuable business relationships, you will be required to sign the Enviri Confidentiality Agreement as a condition of our employment offer.

While we hope our relationship will be mutually beneficial, it needs to be emphasized that our relationship (as with all of our employees) is "at-will", that is, you or the Company can end the relationship for any reason and at any time, with or without cause or advance notice.

Please note your acceptance by signing and returning a copy of this letter. Should you have any questions, please reach out to me or to Lauren Aker.

Sincerely,

Russell C. Hochman

5/1/26

Russell Hochman
Chief Executive Officer
Enviri II Corporation
Cc: Personnel File

Peter Minan

Date

Exhibit 31.1

ENVIRI CORPORATION
CERTIFICATION PURSUANT TO RULE 13a-14(a) OR 15d-14(a)
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Russell C. Hochman, certify that:

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

August 11, 2026

/s/ RUSSELL C. HOCHMAN
Russell C. Hochman
President and Chief Executive Officer

Exhibit 31.2

ENVIRI CORPORATION
CERTIFICATION PURSUANT TO RULE 13a-14(a) OR 15d-14(a)
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Peter F. Minan, certify that:

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

August 11, 2026

/s/ PETER F. MINAN

Peter F. Minan
Executive Vice President and Chief Financial Officer

Exhibit 32

ENVIRI CORPORATION
CERTIFICATIONS PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Enviri Corporation (the "Company") on Form 10-Q for the period ending June 30, 2026, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), we certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of our knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

August 11, 2026

/s/ RUSSELL C. HOCHMAN
Russell C. Hochman
President and Chief Executive Officer

/s/ PETER F. MINAN
Peter F. Minan
Executive Vice President and Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to Enviri Corporation and will be retained by Enviri Corporation and furnished to the Securities and Exchange Commission or its staff upon request.