
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported) February 28, 2023 (February 23, 2023)

Harsco Corporation

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-03970
(Commission
File Number)

23-1483991
(IRS Employer
Identification No.)

**Two Logan Square
100-120 North 18th Street, 17th Floor,
Philadelphia,
Pennsylvania**

(Address of principal executive offices)

19103
(Zip Code)

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

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2. below):

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

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

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

On February 23, 2023, Mario Longhi resigned as a member of the Board of Directors (the “Board”) of Harsco Corporation, a Delaware corporation (the “Company”). At the time of Mr. Longhi’s resignation, he was an independent director and member of the Audit Committee and Management Development & Compensation Committee. Mr. Longhi’s resignation was due to other time commitments and not due to any disagreement with the Company on any matter relating to its operations, policies or practices.

On February 25, 2023, the Board appointed Timothy M. Laurion to the Board. Mr. Laurion’s initial term as a director will expire at the Company’s 2023 Annual Meeting of Stockholders. Mr. Laurion will serve on the Audit Committee and the Governance Committee of the Board.

Mr. Laurion retired in November 2022 after spending his 41 year career at Bank of America and predecessor organizations with the last several decades covering the Environmental Services industry as a Managing Director and Senior Corporate Banker in the bank’s Global Corporate & Investment Banking division. He has particular expertise in the Environmental Services sector having developed and maintained lead bank relationships as a C-suite trusted advisor with most of the nation’s top environmental and waste firms during his decades long career supporting this industry. He has broad experience with capital markets, acquisition finance, and the bank market having structured over \$100 billion of credit facilities across dozens of transactions to support the growth initiatives of the Bank’s clients. Mr. Laurion has a BA from Bowdoin College, and an MBA from Suffolk University. He is a Chartered Financial Analyst.

As a non-employee director, Mr. Laurion will receive compensation in the same manner as the Company’s other non-employee directors, which compensation the Company previously disclosed in its Proxy Statement for the Company’s 2022 Annual Meeting of Stockholders, filed with the Securities and Exchange Commission on March 10, 2022. In addition, as with all non-employee directors, Mr. Laurion will enter into an Indemnification Agreement with the Company, the form of which is filed as Exhibit 10.1 attached hereto.

A copy of the press release, dated February 28, 2023, is attached hereto as Exhibit 99.1.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Non-Employee Director Indemnification Agreement.
99.1	Press Release dated February 28, 2023.
104	Cover Page Interactive Data File (formatted as inline XBRL).

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 hereunto duly authorized.

Date: February 28, 2023

HARSCO CORPORATION

/s/ Russell C. Hochman

Russell C. Hochman

Senior Vice President and General Counsel,

Chief Compliance Officer & Corporate Secretary

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT is made as of the ____ day of _____ 2023, by and between Harsco Corporation, a Delaware corporation (the "Corporation"), and the individual whose name appears on the signature page hereof (such individual being referred to herein as the "Indemnified Representative" and, together with other persons who may execute similar agreements, as "Indemnified Representatives").

WHEREAS, the Indemnified Representative currently is and will be in the future serving in one or more capacities as a director, officer, employee, or agent of the Corporation or, at the request of the Corporation, as a director, officer, employee, agent fiduciary, or trustee of, or in a similar capacity for, another corporation, partnership, joint venture, trust, employee benefit plan, or other entity, and in so doing is and will be performing a valuable service to or on behalf of the Corporation;

WHEREAS, the Board of Directors of the Corporation has determined that, in order to attract and retain qualified individuals, the Corporation will utilize commercially reasonable efforts to maintain, at its sole expense, liability insurance to protect persons serving the Corporation and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and wide-spread practice among United States-based corporations and other business enterprises, the Corporation believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Corporation or business enterprise itself;

WHEREAS, the Indemnified Representative is willing to continue to serve and to undertake additional duties and responsibilities for and on behalf of the Corporation on the condition that he be indemnified contractually by the Corporation; and

WHEREAS, as an inducement to the Indemnified Representative to continue to serve the Corporation, and in consideration for such continued service, the Corporation has agreed to indemnify the Indemnified Representative upon the terms set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound hereby, the Corporation and the Indemnified Representative agree as follows:

1. Agreement To Serve. The Indemnified Representative agrees to serve or continue to serve for or on behalf of the Corporation in each Official Capacity (as hereinafter defined) held now or in the future for so long as the Indemnified Representative is duly elected or appointed or until such time as the Indemnified Representative tenders a resignation in writing. This Agreement shall not be deemed an employment contract between the Corporation or any of its subsidiaries and any Indemnified Representative who is an employee of the Corporation or any of its subsidiaries. The Indemnified Representative specifically acknowledges that the Indemnified Representative's employment with the Corporation or any of its subsidiaries, if any, is at will, and that the Indemnified Representative may be discharged at any time for any reason, with or without cause, except as may be otherwise provided in any written employment contract between the Indemnified Representative and the Corporation or any of its subsidiaries, other applicable formal severance policies duly adopted by the board of directors of the Indemnified Representative's employer, or, with respect to service as a Director of the Corporation, by the Corporation's Certificate of Incorporation, By-Laws, and the Delaware General Corporation Law. The foregoing notwithstanding, this Agreement shall continue in force after the Indemnified Representative has ceased to serve in any Official Capacity for or on behalf of the Corporation or any of its subsidiaries.

2. Indemnification.

(a) Except as provided in Sections 3 and 5 hereof, the Corporation shall indemnify the Indemnified Representative against any Liability (as hereinafter defined) incurred by or assessed against the Indemnified Representative in connection with any Proceeding (as hereinafter defined) in which the Indemnified Representative may be

involved, as a party or otherwise, by reason of the fact that the Indemnified Representative is or was serving in any Official Capacity held now or in the future, including, without limitation, any Liability resulting from actual or alleged breach or neglect of duty, error, misstatement, misleading statement, omission, negligence, act giving rise to strict or product liability, act giving rise to liability for environmental contamination, or other act or omission, whether occurring prior to or after the date of this Agreement. As used in this Agreement:

(i) "Liability" means any damage, judgment, amount paid in settlement, fine, penalty, punitive damage, or expense of any nature (including attorneys' fees and expenses);

(ii) "Proceeding" means any threatened, pending, or completed action, suit, appeal, arbitration, or other proceeding of any nature, whether civil, criminal, administrative, or investigative, whether formal or informal, and whether brought by or in the right of the Corporation, a class of its security holders, or any other party; and

(iii) "Official Capacity" means service to the Corporation as a director, officer, employee, or agent or, at the request of the Corporation, as a director, officer, employee, agent, fiduciary, or trustee of, or in a similar capacity for, another corporation, partnership, joint venture, trust, employee benefit plan (including a plan qualified under the Employee Retirement Income Security Act of 1974), or other entity.

(b) Notwithstanding Section 2(a) hereof, except for a Proceeding brought pursuant to Section 5(d) of this Agreement, the Corporation shall not indemnify the Indemnified Representative under this Agreement for any Liability incurred in a Proceeding initiated by the Indemnified Representative unless the Proceeding is authorized, either before or after commencement of the Proceeding, by the majority vote of a quorum of the Board of Directors of the Corporation. An affirmative defense or counterclaim of an Indemnified Representative shall not be deemed to constitute a Proceeding initiated by the Indemnified Representative.

3. Exclusions.

(a) The Corporation shall not be liable under this Agreement to make any payment in connection with any Liability incurred by the Indemnified Representative:

(i) to the extent payment for such Liability is made to the Indemnified Representative under an insurance policy obtained by the Corporation;

(ii) to the extent payment is made to the Indemnified Representative for such Liability by the Corporation under its Certificate of Incorporation, By-Laws, the Delaware General Corporation Law, or otherwise than pursuant to this Agreement;

(iii) to the extent such Liability is determined in a final determination pursuant to Section 5(d) hereof to be based upon or attributable to the Indemnified Representative gaining any personal profit to which such Indemnified Representative was not legally entitled;

(iv) for any claim by or on behalf of the Corporation for recovery of profits resulting from the purchase and sale or sale and purchase by such Indemnified Representative of equity securities of the Corporation pursuant to Section 16(b) of the Securities Exchange Act of 1934, as amended;

(v) for which the conduct of the Indemnified Representative has been determined in a final determination pursuant to Section 5(d) hereof to constitute bad faith or active and deliberate dishonesty, in either such case material to the cause of action or claim at issue in the Proceeding; or

(vi) to the extent such indemnification has been determined in a final determination pursuant to Section 5(d) hereof to be unlawful.

(b) Any act, omission, liability, knowledge, or other fact of or relating to any other person, including any other person who is also an Indemnified Representative, shall not be imputed to the Indemnified Representative for the purposes of determining the applicability of any exclusion set forth herein.

(c) The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the Indemnified Representative is not entitled to indemnification under this Agreement.

4. Advancement of Expenses. The Corporation shall pay any Liability in the nature of an expense (including attorneys' fees and expenses) incurred in good faith by the Indemnified Representative in advance of the final disposition of a Proceeding within thirty (30) days of receipt of a demand for payment by the Indemnified Representative; provided, however, that the Indemnified Representative shall repay such amount if it shall ultimately be determined, pursuant to Section 5(d) hereof, that the Indemnified Representative is not entitled to be indemnified by the Corporation pursuant to this Agreement. The financial ability of the Indemnified Representative to repay an advance shall not be a prerequisite to the making of such advance.

5. Indemnification Procedure.

(a) The Indemnified Representative shall use his best efforts to notify promptly the Secretary of the Corporation of the commencement of any Proceeding or the occurrence of any event which might give rise to a Liability under this Agreement, but the failure to so notify the Corporation shall not relieve the Corporation of any obligation which it may have to the Indemnified Representative under this Agreement or otherwise.

(b) The Corporation shall be entitled, upon notice to the Indemnified Representative, to assume the defense of any Proceeding with counsel reasonably satisfactory to the Indemnified Representative involved in such Proceeding or, if there be more than one (1) Indemnified Representative involved in such Proceeding, to a majority of the Indemnified Representatives involved in such Proceeding. If, in accordance with the foregoing, the Corporation defends the Proceeding, the Corporation shall not be liable

for the expenses (including attorneys' fees and expenses) of the Indemnified Representative incurred in connection with the defense of such Proceeding subsequent to the required notice, unless (i) such expenses (including attorneys' fees) have been authorized by the Corporation or (ii) the Corporation shall not in fact have employed counsel reasonably satisfactory to such Indemnified Representative, or to the majority of Indemnified Representatives if more than one (1) is involved, to assume the defense of such Proceeding. The foregoing notwithstanding, the Indemnified Representative may elect to retain counsel at the Indemnified Representative's own cost and expense to participate in the defense of such Proceeding.

(c) The Corporation shall not be required to obtain the consent of the Indemnified Representative to the settlement of any Proceeding which the Corporation has undertaken to defend if the Corporation assumes full and sole responsibility for such settlement and the settlement grants the Indemnified Representative a complete and unqualified release in respect of the potential Liability. The Corporation shall not be liable for any amount paid by an Indemnified Representative in settlement of any Proceeding that is not defended by the Corporation, unless the Corporation has consented to such settlement, which consent shall not be unreasonably withheld.

(d) Except as set forth herein, any dispute concerning the right to indemnification under this Agreement and any other dispute arising hereunder, including but not limited to matters of validity, interpretation, application, and enforcement, shall be determined exclusively by and through final and binding arbitration in Philadelphia, Pennsylvania, each party hereto expressly and conclusively waiving its or his right to proceed to a judicial determination with respect to such matter; provided, however, that in the event that a claim for indemnification against liabilities arising under the Securities Act of 1933 (the "Act") (other than the payment by the Corporation of expenses incurred or paid by a director, officer, or controlling person of the Corporation in the successful defense of any action, suit, or proceeding) is asserted by a director, officer, or controlling person in connection with securities being registered under the Act, the Corporation will, unless in the opinion of its counsel the matter has been settled by controlling precedent,

submit to a court of competent jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue. The arbitration shall be conducted in accordance with the commercial arbitration rules then in effect of the American Arbitration Association before a panel of three (3) arbitrators, the first of whom shall be selected by the Corporation, the second of whom shall be selected by the Indemnified Representative, and the third of whom shall be selected by the other two (2) arbitrators. If for any reason arbitration under the arbitration rules of the American Arbitration Association cannot be initiated, the necessary arbitrator or arbitrators shall be selected by the presiding judge of the state court of general jurisdiction in Philadelphia County, Pennsylvania. Each arbitrator selected as provided herein is required to be serving or to have served as a director or an executive officer of a corporation whose shares of common stock, during at least one year of such service, were quoted in the NASDAQ National Market System or listed on the New York Stock Exchange or the American Stock Exchange. The Corporation shall reimburse the Indemnified Representative for the expenses (including attorneys' fees) incurred in prosecuting or defending such arbitration to the full extent of such expenses if the Indemnified Representative is awarded 50% or more of the monetary value of his claim or, if not, to the extent such expenses are determined by the arbitrators to be allocable to the Corporation. It is expressly understood and agreed by the parties that a party may compel arbitration pursuant to this Section 5(d) through an action for specific performance and that any award entered by the arbitrators may be enforced, without further evidence or proceedings, in any court of competent jurisdiction.

(e) Upon payment under this Agreement to the Indemnified Representative with respect to any Liability, the Corporation shall be subrogated to the extent of such payment to all of the rights of the Indemnified Representative to recover against any person with respect to such Liability, and the Indemnified Representative shall execute all documents and instruments required and shall take such other actions as may be necessary to secure such rights, including the execution of such documents as may be necessary for the Corporation to bring suit to enforce such rights.

6. Contribution. If the indemnification provided for in this Agreement is unavailable for any reason to hold harmless an Indemnified Representative in respect of any Liability or portion thereof, the Corporation shall contribute to such Liability or portion thereof in such proportion as is appropriate to reflect the relative benefits received by the Corporation and the Indemnified Representative from the transaction giving rise to the Liability.

7. Non-Exclusivity. The rights granted to the Indemnified Representative pursuant to this Agreement shall not be deemed exclusive of any other rights to which the Indemnified Representative may be entitled under statute, the provisions of any certificate of incorporation, by-laws, or agreement, a vote of stockholders or directors, or otherwise, both as to action in an Official Capacity and in any other capacity.

8. Reliance on Provisions. The Indemnified Representative shall be deemed to be acting in any Official Capacity in reliance upon the rights of indemnification provided by this Agreement. Without limiting the generality of the foregoing, the Corporation and the Indemnified Representative acknowledge the existence of Article III, Section 9 of the Corporation's By-Laws as restated and adopted by the Board of Directors on October 19, 2022, effective immediately, and confirm that the Indemnified Representative is also acting in reliance thereon.

9. Severability and Reformation. Any provision of this Agreement which is determined to be invalid or unenforceable in any jurisdiction or under any circumstance shall be ineffective only to the extent of such invalidity or unenforceability and shall be deemed reformed to the extent necessary to conform to the applicable law of such jurisdiction and still give maximum effect to the intent of the parties hereto. Any such determination shall not invalidate or render unenforceable the remaining provisions hereof and shall not invalidate or render unenforceable such provision in any other jurisdiction or under any other circumstances.

10. Notices. Any notice, claim, request, or demand required or permitted hereunder shall be in writing and shall be deemed given if delivered personally or sent by telegram or by registered or certified mail, first class, postage prepaid: (i) if to the Corporation, to Harsco Corporation, 100 N. 18th Street, Suite 1700, Philadelphia, Pennsylvania 19103, Attention: Corporate Secretary, or (ii) if to any Indemnified Representative, to the address of such Indemnified Representative listed on the signature page hereof, or to such other address as any party hereto shall have specified in a notice duly given in accordance with this Section 10.

11. Amendments; Binding Effect. No amendment, modification, termination, or cancellation of this Agreement shall be effective as to the Indemnified Representative unless signed in writing by the Corporation and the Indemnified Representative. This Agreement shall be binding upon the Corporation and its successors and assigns and shall inure to the benefit of the Indemnified Representative's heirs, executors, administrators, and personal representatives.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflict of laws provisions thereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first set forth above.

ATTEST:

HARSCO CORPORATION

WITNESS:

INDEMNIFIED REPRESENTATIVE



Investor Contact	Media Contact
David Martin	Jay Cooney
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FOR IMMEDIATE RELEASE

**HARSCO CORPORATION ANNOUNCES ELECTION OF TIMOTHY
LAURION TO ITS BOARD OF DIRECTORS AND RESIGNATION OF
MARIO LONGHI AS DIRECTOR**

PHILADELPHIA, PA (February 28, 2023) - Harsco Corporation (NYSE: HSC) announced today that it has elected Timothy M. Laurion, 64, to its Board of Directors. Laurion retired last November from Bank of America (“BofA”) after a 41-year career primarily covering the Environmental Services industry as a Managing Director and Senior Corporate banker in BofA’s Global Corporate and Investment Banking division. He will serve on the Board’s Audit and Governance Committees.

Concurrently, the Company also announced today that Mario Longhi resigned from the Board of Directors, effective February 23, due to other time commitments. Longhi, 67, the retired President and Chief Executive Officer of United States Steel Corporation, was elected to Harsco’s Board of Directors in November 2017. His resignation from the Board is not due to any disagreement with the Company on any matter relating to its operations, policies or practices.

“On behalf of Harsco’s Board, our executive leadership team and our 12,000 dedicated colleagues across the company, I extend our deep gratitude to Mario for his leadership and guidance, which were instrumental in supporting us through several transformational acquisitions,” said Nick Grasberger, Chairman and Chief Executive Officer, Harsco Corporation.

At BofA, Laurion spent more than 30 years in the Environmental Services sector where he developed and maintained lead bank relationships as a C-suite trusted advisor with most of the country’s top environmental and waste firms. He has broad experience with capital markets, acquisition finance and the bank market having structured over \$100 billion of credit facilities across dozens of transactions to support the growth initiatives of the Bank’s clients.

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About Harsco Corporation

Harsco Corporation is a global market leader providing environmental solutions for industrial and specialty waste streams. Based in Camp Hill, PA, the 12,000-employee company operates in more than 30 countries. Harsco’s common stock is a component of the S&P Small Cap 600 Index and the Russell 2000 Index. Additional information can be found at www.harsco.com.

“Tim’s expertise in Environmental Services and banking aligns perfectly with Harsco’s growth into a market-leading environmental solutions company,” said Grasberger. “I am very pleased to welcome Tim to our Board of Directors, and I am confident that he will make an enormous contribution as Harsco continues to execute its growth strategy.”

Laurion has a Bachelor of Arts degree from Bowdoin College and a Master of Business Administration from Suffolk University. Laurion is a Chartered Financial Analyst.

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