Compass Group Diversified Holdings LLC
Supplier Code of Conduct

Introduction

Compass Group Diversified Holdings LLC ("CODI" or the "Company") is committed to conducting business with integrity, accountability, and respect for applicable laws and ethical standards. This Supplier Code of Conduct ("Supplier Code") sets forth the minimum expectations that CODI has for its suppliers, vendors, consultants, agents, intermediaries, and other third parties that provide goods or services to the Company or act on its behalf (collectively, "Suppliers").

This Supplier Code establishes baseline requirements only. It does not limit or reduce any Supplier's obligations under its agreement with CODI and/or its subsidiaries. CODI and its subsidiaries may adopt additional or more stringent supplier standards based on their business activities, industries, or geographic locations, and where any such agreement is more restrictive than this Supplier Code, such governing agreement controls.

Compliance with this Supplier Code is a condition of doing business with the Company.

Scope and Applicability

This Supplier Code applies to all Suppliers that:

1. Provide goods or services directly to CODI;
2. Act for or on behalf of CODI; or
3. Provide goods or services to CODI subsidiaries where CODI approval, oversight, or involvement is required.

Suppliers are expected to communicate these standards to their employees, subcontractors, and agents involved in providing services to CODI or its subsidiaries.

Compliance with Laws

Suppliers must comply with all applicable laws, rules, and regulations in the jurisdictions in which they operate, including laws relating to anti-corruption, competition, labor, health and safety, environmental protection, data privacy, and trade controls.

Anti-Bribery and Corruption

Suppliers must not offer, promise, authorize, give, or accept anything of value, directly or indirectly, to improperly influence any business decision or secure an improper advantage. This prohibition applies to interactions with both government officials and private parties.

Suppliers must maintain appropriate controls to prevent bribery and corruption and comply with applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and similar laws in other jurisdictions.

Conflicts of Interest

Suppliers must avoid conflicts of interest that could improperly influence their business dealings with CODI. Any actual or potential conflict of interest involving CODI must be promptly disclosed to the Company.

Confidentiality and Data Protection

Suppliers must protect confidential, proprietary, and nonpublic information obtained in connection with their relationship with CODI or its subsidiaries. Such information may be used only for legitimate business purposes and must be safeguarded against unauthorized access or disclosure.

Suppliers must comply with applicable data privacy and information security laws and contractual requirements.

Books, Records, and Accurate Accounting

Suppliers must maintain accurate books, records, and accounts that fairly reflect transactions and expenditures related to their work for CODI or its subsidiaries. False, misleading, or incomplete records are prohibited.

Fair Competition

Suppliers must comply with applicable competition and antitrust laws and conduct business fairly and ethically. Suppliers must not engage in price fixing, bid rigging, market allocation, or other anti-competitive practices.

Human Rights and Labor Standards

Suppliers are expected to respect human rights and treat workers with dignity and respect. This includes compliance with applicable labor and employment laws, prohibitions on forced labor and child labor, and adherence to wage and hour requirements.

Health and Safety

Suppliers must provide a safe and healthy working environment and comply with applicable health, safety, and environmental laws and regulations. Suppliers are encouraged to operate in an environmentally responsible manner.

Trade Controls

Suppliers must comply with all applicable export, import and trade-related laws and regulations of the United States and other nations.

Reporting Concerns

Suppliers are expected to promptly report suspected violations of this Supplier Code or applicable law related to their work for CODI. Reports may be made to any of the following:

1. The CODI Chief Compliance Officer

2. Confidentially via Secure Web Form or Secure Hotline available at https://www.whistleblowerservices.com/codiwb/

3. The Board of Directors at BOD@compassdiversified.com[1]

CODI prohibits retaliation against any Supplier who raises a concern in good faith.

Cooperation and Investigations

Suppliers are expected to cooperate with reasonable requests from CODI related to compliance with this Supplier Code, including internal reviews or investigations. CODI reserves the right, but assumes no obligation, to verify Supplier's compliance with this Supplier Code at CODI's sole discretion, including through documentation requests, self-assessment questionnaires, or on-site audits conducted by CODI or a third party of CODI's choosing. Any such verification, if undertaken, will be risk-based and may be limited in scope, frequency, and timing as CODI determines appropriate. Supplier remains solely responsible for its own compliance with this Supplier Code and with all applicable laws, regardless of whether CODI exercises, or has exercised, any verification right under this provision. No exercise, partial exercise, or non-exercise of this right by CODI shall be construed as a waiver of this right, an assumption of any duty to monitor Supplier's operations, or a representation by CODI as to Supplier's compliance.

Consequences of Non-Compliance

Failure to comply with this Supplier Code may result in corrective action, termination of the business relationship, or other remedies available under applicable contracts or law.

As used in this Supplier Code, "corrective action" means any measure CODI may request or require of a Supplier to address an actual or potential compliance concern, which may include a

[1] This Board of Directors email address is monitored by the CODI Corporate Secretary.

remediation plan, additional reporting or monitoring, retraining, or other measures CODI determines appropriate under the circumstances.

Administration Amendment

The Compliance and Risk Committee (or any committee or officer designated by the Company's Board of Directors for this purpose) has the sole and exclusive authority to interpret this Supplier Code and to determine its application to any Supplier, product, service, facility, or circumstance on behalf of the Company. Any such interpretation or determination by the Company shall be final, binding, and conclusive. Nothing in this Supplier Code confers, or shall be construed to confer, any right, benefit, or remedy on any Supplier, subcontractor, employee, or other third party, and this Code does not create any obligation on the part of the Company enforceable by any such party. The Company reserves the right, in its sole discretion, to amend, modify, supplement, or replace this Supplier Code at any time and without prior notice, and Suppliers remain responsible for complying with the then-current version.

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Adopted: October 29, 2026

Last Amended: October 29, 2026