

## THE AZEK COMPANY INC.

### COMPENSATION RECOVERY POLICY

#### **Recovery of Compensation**

In the event The AZEK Company Inc. (the “Company”) is required to prepare an accounting restatement due to the Company’s material noncompliance with any financial reporting requirement under the securities laws, the Board of Directors (the “Board”) of the Company or an appropriate committee of the Board may, in its discretion, direct the Company to recover from any Executive Officer the amount of erroneously awarded Incentive-Based Compensation to the extent permitted by governing law.

#### **Amount of Compensation Subject to Recovery**

The amount of erroneously awarded Incentive-Based Compensation subject to recovery under this Policy shall be the excess of (1) the Incentive-Based Compensation received by the Executive Officer during the three completed fiscal years immediately preceding the date on which the Company is required to prepare an accounting restatement over (2) the amount of Incentive-Based Compensation that otherwise would have been received had it been determined based on the accounting restatement, as determined by the Board in its sole discretion. In addition, any amount to be recovered will be calculated without regard to any taxes previously paid. This Policy will apply only to Incentive-Based Compensation awarded on or after the Policy’s effective date of November 18, 2020.

#### **Method of Recovery**

The Board shall determine, in its sole discretion, the method for recovering or cancelling, as the case may be, Incentive-Based Compensation hereunder, which may include, without limitation, any one or more of the following:

- requiring reimbursement of cash Incentive-Based Compensation previously paid;
- seeking recovery of any gain realized on the vesting, exercise, settlement, sale, transfer or other disposition of any equity-based awards;
- cancelling or rescinding some or all outstanding vested or unvested equity-based awards;
- adjusting or withholding from unpaid compensation or other set-off;
- cancelling or setting-off against planned future grants of equity-based awards; and/or
- any other method permitted by applicable law or contract.

## **Definitions**

For purposes of this Policy:

“Executive Officer” means any current or former “executive officer” of the Company, as determined for purposes of Rule 16a-1 under the Securities Exchange Act of 1934, as amended.

“Incentive-Based Compensation” means any cash or equity-based compensation that is granted, earned or vested based wholly or in part upon the attainment of a Financial Reporting Measure.

“Financial Reporting Measure” means any measure that is determined and presented in accordance with the accounting principles used in preparing the Company’s financial statements, any measure that is derived wholly or in part from such measures, stock price and/or total shareholder return.

## **Acknowledgement by Executive Officers**

The Company shall provide notice and seek written acknowledgement of this Policy in the form of Annex A from each Executive Officer as soon as practicable after the later of (i) the effective date and (ii) the date on which the person is designated as an Executive Officer, provided that failure to obtain such acknowledgement shall have no impact on the enforceability of this Policy.

## **No Indemnification**

The Company shall not indemnify or agree to indemnify any Executive Officer against the loss of erroneously awarded compensation subject to this Policy nor shall the Company pay or agree to pay any insurance premium to cover the loss of erroneously awarded compensation.

## **Amendments**

The Board may amend, modify or terminate this Policy in whole or in part at any time in its sole discretion and may adopt such rules and procedures that it deems necessary or appropriate to implement this Policy or to comply with applicable laws and regulations.

## **Validity and Enforceability**

The provisions in this Policy are intended to be applied to the fullest extent of the law. To the extent that any provision of this Policy is found to be unenforceable or invalid under any applicable law, such provision shall be applied to the maximum extent permitted, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to

applicable law. The invalidity or unenforceability of any provision of this Policy shall not affect the validity or enforceability of any other provision of this Policy.

To the extent applicable, this Policy shall be deemed automatically amended to comply with Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as it may be amended from time to time, and any related rules or regulations promulgated by the SEC or the NYSE, including any additional or new requirements that become effective after the effective date. Any such amendment shall be effective at such time as is necessary to comply with Section 10D of the Exchange Act of 1934, as amended, and NYSE listing standards.

## **Annex A**

*[Intentionally Omitted]*