ASPEN ONE

ASPEN SKIING COMPANY || ASPEN HOSPITALITY || ASPEN VENTURES

Aspen One Supplier Code of Conduct

Standards of Ethical Conduct, Integrity, and Responsible Business Practices Required of Aspen One Suppliers

POLICY NUMBER	PROC-001
VERSION	1.0
CLASSIFICATION	External – Approved for Supplier Distribution
EFFECTIVE DATE	October 1, 2026
EXECUTIVE OWNER	Sr. Director, Shared Services
CUSTODIAN	Director, Strategic Sourcing

This document is the property of Aspen One. It is provided to suppliers, vendors, contractors, and third-party partners for the purpose of establishing the standards of ethical conduct required in connection with any business relationship with Aspen One and is approved for external distribution.

Document Control

Field	Detail
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Policy Title	Aspen One Supplier Code of Conduct
Document Type	Policy – Supplier/Partner-Facing
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Applies To	All Aspen One suppliers, vendors, contractors, consultants, and third-party service providers, and their personnel and subcontractors
Distribution	Published to suppliers via the Coupa Supplier Portal, incorporated by reference into Supplier Contracts and Purchase Orders, and shared through Aspen One Procurement and Accounts Payable communications

Revision History

Ver.	Date	Author	Summary of Changes	Approved By
1.0	October 1, 2026	Procurement / Strategic Sourcing	Initial version-controlled release. Established Aspen One's first formally governed Supplier Code of Conduct, consolidating expectations for business integrity, conflicts of interest, human rights and labor standards, health, safety and environmental responsibility, data protection, and supplier best practices into a single policy aligned with the Aspen One Employee Code of Conduct and the Supplier Invoice Submission Policy (AP-010).	J. Knight

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1. Purpose

This Aspen One Supplier Code of Conduct (this "Code") establishes the minimum standards of ethical conduct, integrity, and responsible business practice that Aspen One requires of every supplier, vendor, contractor, and other third party that provides goods or services to Aspen One. Its purpose is to protect Aspen One, its employees, guests, and communities from the risks of corruption, unfair dealing, human-rights abuses, and unsafe or unsustainable practices in its supply chain; to give Suppliers a clear and consistent statement of Aspen One's expectations; and to promote a supplier relationship built on trust, transparency, and shared commitment to doing business the right way. This Code complements the Aspen One Employee Code of Conduct, which governs the conduct Aspen One requires of its own employees and leaders.

2. Scope

Unless specifically limited in the text, this Code applies to Aspen One and all of its branches, business units, and subsidiaries (collectively, "Aspen One"), and to all current and prospective suppliers, vendors, contractors, consultants, distributors, agents, and other third parties that provide goods or services to Aspen One, together with their owners, officers, directors, employees, and subcontractors of any tier (collectively, "Suppliers" or "Supplier Personnel"). This Code applies to conduct occurring in connection with, or that could reasonably affect, Aspen One's business, regardless of where that conduct occurs. Where a fully executed Supplier Contract, Master Services Agreement, or Purchase Order Terms and Conditions contains standards that conflict with this Code, the more protective or stringent standard shall govern, unless the applicable agreement expressly and specifically states otherwise. This Code supplements, and does not replace, any such agreement.

3. Definitions

Term	Definition
Aspen One	Aspen One and its branches, business units, and subsidiaries collectively, including Aspen Skiing Company, Aspen Hospitality, and Aspen Ventures.
Supplier	Any individual or entity that provides goods and/or services to Aspen One, including vendors, contractors, consultants, distributors, and agents, together with their owners, officers, directors, employees, and subcontractors of any tier (collectively, "Supplier Personnel").
Conflict of Interest	A situation in which a Supplier's or Supplier Personnel's personal, financial, familial, or other outside interest could reasonably be perceived to interfere with, or actually interferes with, the objective and good-faith performance of the Supplier's obligations to Aspen One, or with the impartial judgment of any Aspen One employee.
Business Courtesy	Any gift, gratuity, meal, entertainment, discount, loan, or other benefit of value offered or given in connection with a Supplier's business relationship with Aspen One.
Anti-Corruption Laws	The U.S. Foreign Corrupt Practices Act, and any comparable anti-bribery or anti-corruption law applicable in the jurisdictions where Supplier operates or does business with Aspen One.

Term	Definition
Confidential Information	Non-public information belonging to Aspen One, its employees, guests, or business partners, including financial data, pricing, trade secrets, guest personal information, and proprietary business plans.
Ethics Line	Aspen One's designated third-party channel through which Suppliers and Supplier Personnel may report a known or suspected violation of this Code, including anonymously where permitted by law.
Coupa Supplier Portal (CSP)	Aspen One's designated online portal through which Suppliers manage profile information, submit invoices, and receive Aspen One policy communications.
Code of Conduct Violation	Any failure by a Supplier or Supplier Personnel to comply with the standards set forth in this Code, subject to the remedies described in Section 6.

4. Roles & Responsibilities

4.1 Executive Owner

The Sr. Director, Shared Services, is accountable for this Code, including its content, periodic review, and approval of any revisions.

4.2 Custodian

The Director of Strategic Sourcing, maintains this Code on a day-to-day basis, oversees its incorporation into Supplier Contracts and onboarding, and serves as the primary point of contact for interpretation questions.

4.3 Legal & Compliance

Aspen One's Legal & Compliance function advises on the legal and regulatory content of this Code, reviews reported violations, and supports investigations and enforcement actions arising under this Code.

4.4 Human Resources

Aspen One Human Resources partners with Legal & Compliance and Procurement on matters involving Aspen One personnel that intersect with a Supplier relationship, including conflict-of-interest disclosures and allegations involving Aspen One employees.

4.5 Procurement & Strategic Sourcing

The Aspen One Procurement Operations and Strategic Sourcing teams communicate this Code to Suppliers during sourcing, onboarding, and contracting; incorporate it by reference into Supplier Contracts, Purchase Orders, and the Coupa Supplier Portal; and serve as Suppliers' first point of contact for day-to-day questions.

4.6 Suppliers

Suppliers are responsible for reading, understanding, and complying with this Code; for flowing down substantially similar obligations to their own subcontractors and Supplier Personnel; for promptly disclosing conflicts of interest; and for reporting known or suspected violations in accordance with Section 5.14.

5. Policy

5.1 Compliance with Laws & Regulatory Standards

Suppliers shall comply, at their own expense, with all laws, regulations, and legally binding requirements applicable to their operations and to the goods or services they provide to Aspen One, including those relating to anti-corruption, trade compliance and economic sanctions, labor and employment, immigration, workplace health and safety, environmental protection, data privacy, and intellectual property. Where this Code sets a higher or more protective standard than applicable law, Suppliers shall comply with this Code; where applicable law sets a higher standard, Suppliers shall comply with applicable law. Suppliers represent that neither they nor their personnel appear on any list of prohibited, debarred, or restricted parties maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) or any comparable governmental authority.

5.2 Business Integrity & Anti-Corruption

Suppliers shall conduct all business relating to Aspen One with honesty and integrity. Suppliers shall not, directly or indirectly, offer, promise, authorize, give, solicit, or accept any bribe, kickback, facilitation payment, or other improper payment or thing of value to or from any person — including any government official — in order to obtain or retain business or improperly influence any act or decision. Suppliers shall comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and shall maintain accurate books and records and shall promptly notify Aspen One in writing of any request or demand for an improper payment made in connection with Aspen One's business.

5.3 Conflicts of Interest

Suppliers must avoid any relationship or activity that might impair, or even appear to impair, the objective and good-faith performance of their obligations to Aspen One or the impartial judgment of any Aspen One employee. Circumstances that require prompt written disclosure to the Supplier's Aspen One Procurement contact include, without limitation:

- an owner, officer, or employee of the Supplier is a spouse, domestic partner, or other close family member of an Aspen One employee involved in sourcing, evaluating, negotiating, approving, or administering Aspen One's relationship with the Supplier;
- an Aspen One employee, or a close family member of that employee, holds an ownership or other financial interest in the Supplier, other than a passive investment of less than 1% in a publicly traded company;
- the Supplier is aware that an Aspen One employee involved in a procurement or contracting decision has requested or received any payment, loan, gift, or other benefit from the Supplier in connection with that decision; or
- the Supplier is hiring, or considering hiring, a current or recently departed Aspen One employee into a role connected to the Supplier's Aspen One account.

Suppliers shall disclose any actual, potential, or reasonably apparent conflict of interest promptly and in no event later than five (5) business days after becoming aware of it. Aspen One will review each disclosure in good faith and may require a mitigation plan, recusal, or termination of the conflicted arrangement.

5.4 Gifts, Business Courtesies & Entertainment

Aspen One employees are expected to make purchasing and business decisions solely on the merits of a Supplier's products, services, and pricing. Suppliers shall not offer, and Aspen One employees may not accept,

any gift, gratuity, meal, entertainment, or other business courtesy that is, or could reasonably be perceived as, an improper inducement. Consistent with the Aspen One Employee Code of Conduct, Suppliers may offer only business courtesies that:

- are modest, occasional, and consistent with reasonable and customary business practice;
- are not cash or a cash equivalent, including gift cards;
- are not offered in connection with, or with the intent to influence, any pending or anticipated business decision; and
- do not exceed $100 in value per item — any gift or courtesy valued above $100 requires advance approval from the recipient's Aspen One manager.

Suppliers shall never offer a gift, payment, or courtesy that would violate applicable law or the recipient's own organization's policies, and should assume that any Aspen One employee involved in selecting or reviewing that Supplier will decline the courtesy to avoid any appearance of favoritism.

5.5 Fair Dealing, Fair Competition & Antitrust

Suppliers shall deal fairly and honestly with Aspen One, its guests, competitors, and other suppliers, and shall not engage in unfair, deceptive, or fraudulent business practices or misrepresentation of material facts. Suppliers shall comply with all applicable antitrust and competition laws and shall not engage in price-fixing, bid-rigging, market or customer allocation, or any other unlawful restraint of trade in connection with their relationship with Aspen One.

5.6 Human Rights & Labor Standards

Suppliers shall respect the fundamental human rights of their personnel and shall not use or profit from:

- **Child Labor:** employment of any person below the applicable legal minimum working age;
- **Forced Labor & Trafficking:** forced, bonded, indentured, involuntary, or prison labor, or any form of human trafficking, including withholding identification documents or charging recruitment fees as a condition of employment;
- **Freedom of Association:** interference with Supplier Personnel's lawful right to freely associate, organize, and bargain collectively;
- **Non-Discrimination & Anti-Harassment:** discrimination or harassment based on race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity, veteran status, or any other characteristic protected by applicable law; and
- **Wages & Working Hours:** any failure to compensate Supplier Personnel in accordance with applicable wage, overtime, and working-hour laws.

5.7 Health, Safety & Environmental Responsibility

Suppliers shall provide their personnel with a safe and healthy working environment and shall comply with all applicable occupational health and safety laws, including through appropriate training, protective equipment, hazard controls, and emergency preparedness. Suppliers shall conduct their operations in compliance with all applicable environmental laws, including those governing hazardous substances, waste disposal, air emissions, and water discharge, and should implement commercially reasonable measures to reduce the environmental impact of their operations. Suppliers shall promptly notify Aspen One of any workplace incident occurring in connection with the performance of a Supplier Agreement that results in serious injury, death, or a reportable regulatory event.

5.8 Confidentiality, Data Privacy & Protection of Information

Suppliers shall protect the confidentiality of all non-public Aspen One information — including pricing, financial data, business plans, and guest information — and shall use it solely to perform their obligations to Aspen One.

To the extent a Supplier processes personal data of Aspen One employees, guests, or customers, the Supplier shall comply with all applicable data privacy laws, including the Colorado Privacy Act, and shall notify Aspen One without undue delay, and in no event later than 48 hours after discovery, of any actual or suspected breach of security involving such data, cooperating fully with Aspen One's investigation and any required notifications.

5.9 Intellectual Property & Use of Aspen One Assets and Brand

Suppliers shall respect and shall not infringe, misappropriate, or challenge Aspen One's intellectual property rights, and shall not use Aspen One's name, logo, trademarks, or confidential information for any purpose — including marketing, press releases, or public statements — that is not expressly authorized in writing by Aspen One. Suppliers shall not acquire or seek to acquire, through improper means, a competitor's trade secrets or other proprietary or confidential information.

5.10 Financial Integrity, Invoicing & Anti-Fraud

Suppliers shall maintain accurate, complete, and honest books and records relating to all transactions with Aspen One and shall submit invoices in accordance with the Aspen One Supplier Invoice Submission Policy (AP-010). Aspen One will never request that a Supplier change its remittance or banking details, or expedite a payment outside its normal process, based solely on an unverified email; Suppliers are strongly encouraged to independently verify, by phone to a previously known contact, any request purporting to come from Aspen One before acting on it, and to report suspicious invoices, payment requests, or communications immediately to AccountsPayable@aspen.com.

5.11 Sustainability & Responsible Sourcing

Aspen One is committed to protecting the mountain environments and communities in which it operates, and expects its Suppliers to share that commitment. Suppliers should pursue continuous improvement in resource efficiency, waste reduction, and greenhouse gas emissions; source raw materials responsibly; and, where relevant to the goods or services provided, be prepared to share sustainability data or certifications with Aspen One upon reasonable request.

5.12 Diversity, Equity & Supplier Diversity

Aspen One values a supply chain that reflects the diversity of the communities it serves. Aspen One encourages Suppliers to maintain inclusive employment practices within their own organizations and welcomes participation by certified diverse-owned businesses (including women-owned, minority-owned, veteran-owned, LGBTQ+-owned, and disability-owned enterprises) in Aspen One sourcing opportunities. Suppliers are encouraged to disclose relevant diversity certifications through the Coupa Supplier Portal and, where applicable, to support Aspen One's supplier diversity objectives within their own subcontracting decisions.

5.13 Subcontracting & Flow-Down Obligations

Suppliers shall not subcontract any material portion of their obligations to Aspen One without Aspen One's prior written consent. Where subcontracting is approved, the Supplier shall impose written obligations on the subcontractor that are substantially consistent with this Code and shall remain fully responsible to Aspen One for the subcontractor's compliance, to the same extent as if the work were performed directly by the Supplier.

5.14 Reporting Concerns, Ethics Line & Non-Retaliation

Suppliers and Supplier Personnel are expected to promptly report any known or suspected violation of this Code by a Supplier, Supplier Personnel, or Aspen One employee. Reports may be directed to the Supplier's Aspen One Procurement contact, to Aspen One's Legal & Compliance Department, or through the Aspen One Ethics Line, and may be made anonymously where permitted by law. Aspen One will endeavor to keep the

identity of a reporting individual confidential and will investigate all reports in good faith. Aspen One prohibits retaliation against any Supplier or Supplier Personnel who, in good faith, reports a suspected violation or participates in an investigation or audit conducted under this Code.

5.15 Compliance Monitoring, Audits & Right to Inspect

Aspen One may, upon reasonable prior written notice and during normal business hours, audit or request evidence of a Supplier's compliance with this Code, including through self-assessment questionnaires, documentation requests, or on-site review, not more than once annually absent reasonable cause; Aspen One may conduct a for-cause review at any time without advance notice where it reasonably believes a violation has occurred. Suppliers shall cooperate fully and in good faith with any such review and, where non-compliance is identified, shall submit and diligently implement a corrective action plan acceptable to Aspen One within the timeframe specified.

5.16 Supplier Best Practices

Beyond the minimum standards above, Aspen One encourages Suppliers to adopt the following practices, which reflect the conduct of Aspen One's most trusted, highest-performing supply-chain partners:

Best Practice	Why It Matters
Maintain your own code of conduct	Extending equivalent standards to your own personnel and subcontractors keeps Aspen One's supply chain consistent end to end.
Designate a compliance or ethics contact	Gives Aspen One a clear point of contact for disclosures, audits, and Code-related questions.
Screen for sanctions and restricted-party status	Proactive screening of your own vendors and personnel reduces shared legal and reputational risk.
Keep your Coupa Supplier Portal profile current	Accurate profile, banking, tax, certification, and insurance information prevents payment delays and compliance gaps.
Participate in Aspen One's supplier diversity and sustainability programs	Helps Aspen One meet its community and environmental commitments and can open new business opportunities.
Maintain business continuity plans	Reduces the risk of service disruption to Aspen One's properties and guests.
Communicate proactively	Early notice of delays, capacity constraints, price changes, or emerging risks allows Aspen One to plan rather than react.
Provide periodic ethics and anti-corruption training to relevant personnel	Reinforces the standards of this Code among the people actually performing work for Aspen One.
Respond promptly and transparently to audit findings	A fast, good-faith corrective action plan is viewed favorably in future sourcing decisions.
Report concerns even when not strictly required	Surfacing a potential issue early protects both parties and reflects the trust Aspen One seeks in its supplier relationships.

6. Non-Compliance & Exceptions

A violation of this Code by a Supplier or its personnel is a material breach of the Supplier's relationship with Aspen One. Depending on the nature and severity of the violation, Aspen One may require a written corrective action plan, suspend performance or payment obligations pending resolution, disqualify the Supplier from future sourcing opportunities, terminate the applicable Supplier Agreement for cause, and/or pursue any other

remedy available at law or in equity. Termination for a Code violation does not relieve the Supplier of any liability, including indemnification obligations, accrued before termination. Any exception to this Code must be requested in writing and approved in advance by the Executive Owner or Custodian identified in Section 4.

7. Related Policies & Reference Documents

- Aspen One Employee Code of Conduct
- Supplier Invoice Submission Policy (AP-010)
- Aspen One Standard Purchase Order Terms and Conditions
- Purchasing Policy
- New Vendor Request Policy
- Applicable Supplier Contract(s) and/or Master Services Agreement(s)

8. Policy Governance, Review & Revision History

This Code is reviewed at least annually by the Executive Owner and Custodian, in partnership with Legal & Compliance and Human Resources, and may be revised more frequently to reflect changes in law or Aspen One's business practices. All revisions follow Aspen One's document naming convention with version control and an effective date, and are approved by the Executive Owner prior to publication. The full revision history for this Code is maintained in the Document Control section at the front of this document. Aspen One will provide Suppliers with reasonable notice of any material revision through the Coupa Supplier Portal or other communication on file.

9. Contacts & Support

Topic	Contact
Report a suspected violation of this Code	Aspen One Ethics Line, or Compliance@aspen.com
Conflicts of interest disclosures	Compliance@aspen.com or your Aspen One Procurement contact
General supplier onboarding or procurement questions	SupplierOnboard@aspen.com
Questions about this Code or its interpretation	Director, Strategic Sourcing (Custodian), or Procurement@aspen.com
Coupa Supplier Portal technical support	Coupa Supplier Help Page
Invoice, payment, or banking verification concerns	AccountsPayable@aspen.com (see Supplier Invoice Submission Policy, AP-010)

10. Supplier Acknowledgment

By continuing to provide goods or services to Aspen One, accepting a Purchase Order, executing a Supplier Contract that references this Code, or otherwise engaging in business with Aspen One with knowledge of this Code, the Supplier and its authorized representative acknowledge and certify the following:

- **Receipt & Understanding:** I have received, read, and understand this Supplier Code of Conduct and agree to comply with its standards.
- **Flow-Down:** I will communicate the standards of this Code to my own personnel and subcontractors and take reasonable steps to ensure their compliance.
- **Conflicts of Interest:** I will promptly disclose to Aspen One any actual, potential, or apparent conflict of interest involving my organization, my personnel, or Aspen One employees.
- **No Improper Payments:** I have not offered, and will not offer, any bribe, kickback, or improper gift, payment, or benefit to any Aspen One employee in connection with our business relationship.
- **Accurate Dealings:** All information, invoices, and documentation I submit to Aspen One are accurate, complete, and not misleading.
- **Reporting:** I will report any known or suspected violation of this Code to Aspen One promptly and in good faith, in accordance with Section 5.14.
- **Consequences:** I understand that violation of this Code may result in corrective action, suspension or termination of my business relationship with Aspen One, and other remedies available to Aspen One at law or in equity, as described in Section 6.

I acknowledge that I have read, understand, and agree to comply with this Supplier Code of Conduct on behalf of the Supplier named below.

Supplier Legal Name: _____

Authorized Signatory Name & Title: _____ Date: _____

Signature: _____ Date: _____