



## **B&G FOODS, INC.**

### **Supplier Code of Conduct**

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At B&G Foods we are committed to providing quality foods; together with our predecessors, we have been doing so since the 1800s. Our core values: *passion; food safety and quality; integrity and accountability; customer and consumer focus; safety and health at work; collaboration; and empowerment*, have been critical to our success. B&G Foods believes a strong relationship with our suppliers, one that is ethical, honest and transparent, is consistent with our core values and is essential to ensuring our company's success. Accordingly, the purpose of this Supplier Code of Conduct is to communicate the expectations we have of our suppliers and to ensure that the suppliers we do business with adhere to the highest standards of ethics, integrity and compliance with the law. For purposes of this Supplier Code of Conduct, "suppliers" include all suppliers, vendors, contractors, consultants, agents and other providers of goods or services to B&G Foods or any of our subsidiaries anywhere in the world.

#### **Legal Compliance**

B&G Foods expects all of its suppliers to fully comply with all applicable laws, rules, and regulations of the jurisdictions (whether U.S. or otherwise) in which they operate or where they provide services to B&G Foods.

#### **Business Integrity**

B&G Foods conducts its business in an ethical, honest and transparent manner. Therefore, we look to do business with suppliers who uphold the highest standards of ethics and behavior and who have policies in place that prohibit and detect the misuse of company assets, corruption, bribery, conflicts of interest, improper gifts, fraud and embezzlement. Suppliers must never, directly or indirectly through third parties, accept or offer bribes or kickbacks to obtain or gain an unfair business advantage. Suppliers must be in full compliance with all applicable foreign and domestic anticorruption laws, including, without limitation, the Foreign Corrupt Practices Act.

#### **Business and Financial Records**

B&G Foods expects its suppliers to maintain accurate, complete and up-to-date business and financial records in accordance with all applicable legal and regulatory requirements, including, without limitation, documentation related to food safety and traceability. Suppliers are expected to audit their operations to make sure their business and financial records are complete, up-to-date and accurately reflect their activities. Business and financial records prepared for or provided to B&G Foods must be accurate, complete and up-to-date and must be made available to B&G Foods, upon B&G Foods' request.

#### **Food Safety and Quality**

At B&G Foods, food safety is our number one priority. B&G Foods is committed to providing great tasting, high quality and safe foods. B&G Foods expects its suppliers to provide products and services that meet or exceed all applicable government and contractual standards of safety and quality. Suppliers must immediately notify B&G Foods of any concerns about product safety or quality.

## **Product Specifications; Origin Mapping**

All products offered for sale to B&G Foods shall comply with B&G Foods' specifications and all applicable laws of the country and political subdivisions in which they are to be offered for sale. Suppliers must be capable of disclosing potential sources of primary origin associated with the products or services provided to B&G Foods. We reserve the right to ask suppliers for supply chain mapping back to the origin to facilitate an assessment of upstream supply chain compliance. If you do not have this capability today, we expect you to share with us your future plans.

## **Conflicts of Interest**

*Gifts and Entertainment.* B&G Foods requires its directors, officers and employees to avoid situations that may cause or appear to cause a conflict of interest. B&G Foods prohibits its directors, officers and employees from accepting any gift, meal, entertainment or favor if it could compromise, or appear to compromise their ability to make an objective business decision. Likewise, B&G Foods prohibits its suppliers from providing gifts, meals, entertainment or favors to our directors, officers or employees intended to improperly influence any person's business judgment or that might create the appearance of undue influence. Suppliers are also prohibited from offering B&G Foods' directors, officers and employees gifts of cash or cash equivalents, such as gift cards.

*Employment and Affiliations.* B&G Foods' directors, officers and employees may not be employed by, provide services for, or receive payments from any supplier without the prior approval of B&G Foods' Legal Department or Compliance and Ethics Committee. This includes serving as a consultant or board member of a Supplier.

## **Confidential and Proprietary Information**

Maintaining B&G Foods' confidential and proprietary information is critical to our success. In order to conduct day-to-day business with B&G Foods, suppliers may need access to B&G Foods' confidential and proprietary information. B&G Foods expects its suppliers to take appropriate steps to safeguard B&G Foods' confidential and proprietary information, including, without limitation, by not disclosing or using such information except as permitted by B&G Foods. Suppliers must use caution when discussing non-public information in public or any place where others may overhear or intercept such information. The obligation to protect B&G Foods' confidential and proprietary information may be ongoing, even after the business relationship ends.

## **Labor and Human Rights**

Consistent with B&G Foods' Code of Business Conduct and Ethics and our core values, we respect the personal dignity and individual worth of every human being and comply with all applicable human rights laws. In establishing and maintaining relationships with our supply chain partners, we expect the same commitment to high ethical standards and compliance with applicable laws and therefore we expect our suppliers to have controls in place that:

- Verify the employment eligibility of their employees and employ workers with the legal authorization to work.
- Respect the right of employees to freely associate, organize and bargain collectively in accordance with applicable laws.
- Ensure compliance with applicable wage, hour and benefits laws; that accurate written records of employees' regular and overtime hours are maintained; and that employees are paid timely.
- Ensure a workplace that treats employees with personal dignity and is free from discrimination, harassment and abuse of any kind.

- Prohibit child labor, prison labor, slavery and human trafficking; ensure that employees' personal documents or other valuable items, such as passports, work permits and travel documentation are not kept by the supplier as a means to bind employees or restrict their freedom of movement; and ensure that no North Korean nationals or citizens are employed by the supplier or the supplier's supplier in the manufacture of B&G Foods' raw materials or finished goods.

### **Safety and Health at Work**

B&G Foods is committed to ensuring the health and safety of our employees and we expect the same from our suppliers. B&G Foods expects its suppliers to operate in a manner that complies with all applicable laws, regulations and industry standards and to provide a safe and healthy workplace for all of its workers. Suppliers must make continuous efforts to support accident prevention and minimize health risk exposure. At a minimum, potable drinking water, clean restrooms, adequate ventilation, fire exits and essential safety equipment, an emergency aid kit, access to emergency medical care and appropriately lit work stations are provided. Supplier facilities are to be constructed and maintained in accordance with applicable law.

### **Environmental/Sustainable Business Practices**

B&G Foods conducts its business in a manner that respects, protects and improves the environment. Therefore, we expect our suppliers to operate in a manner that complies with all applicable federal, state and local environmental laws and regulations and that reduces their impact on the environment, particularly in the areas of energy use, water use, greenhouse gas emissions and solid waste.

### **OFAC / BIS Compliance**

B&G Foods expects all suppliers to act in accordance with applicable U.S. international trade laws and regulations and not supply B&G Foods with any good, raw material, or service directly or indirectly, from or on behalf of any person or entity that appears on the Specially Designated Nationals (SDN) List or from any country or region that is subject to a trade embargo (e.g. Crimea, Cuba, Iran, North Korea, or Syria) mandated by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, or from any party on the Denied Persons List (DPL), Entity List or Unverified List, as mandated by the Bureau of Industry and Security (BIS) of the U.S. Department of Commerce. The list of countries subject to embargoes and the referenced denied parties lists change on a regular basis, and it is each supplier's responsibility to screen against current lists.

### **Customs Compliance**

B&G Foods expects all suppliers to comply with applicable local, national and international laws, regulations, treaties and industry standards, including those pertaining to the manufacture, pricing, sale and distribution of B&G Foods' products. For goods sourced outside of the United States (or in the case of B&G Foods' foreign subsidiaries or divisions, sourced outside the applicable foreign subsidiary's or division's country), suppliers must comply with all import and export regulations of U.S. Customs and Border Protection (or the applicable foreign customs authority), all other U.S. (or other applicable foreign) government agencies and the national customs laws and regulations of the supplier's country, including rules regarding false declarations of country of origin or other false documentation or illegal transshipment.

All merchandise shall be accurately marked or labeled with its country of origin, in compliance with the laws of the United States (or, in the case of goods sourced into a foreign country, the laws of such foreign country), any applicable state (or provincial) regulation, and those of the country of manufacture.

All shipments of merchandise must be accompanied by the requisite documentation for proper entry into the U.S. (or other applicable foreign country). The commercial invoice shall accurately describe all merchandise contained in the shipment, identify the country of origin of each article, and shall list all payments, whether direct or indirect, to be made for the merchandise, including, but not limited to any assists, selling commissions or royalty payments.

### **Verification and Compliance**

B&G Foods expects its suppliers to have adequate monitoring and recordkeeping systems to ensure compliance with this Supplier Code of Conduct. B&G Foods reserves the right to review, audit, monitor and verify each supplier's compliance with this Supplier Code of Conduct. In certain cases, these audits and verifications are conducted on our behalf by third parties. Audits are generally conducted on an announced basis but from time to time may be conducted on an unannounced basis. If during the course of doing business with a supplier, whether as a result of an audit or otherwise, we discover or have reason to believe that a supplier is not complying with this Supplier Code of Conduct, we may request the supplier to correct any deficiency in an acceptable timeframe and provide documentation, including a corrective action plan and verification of implementation of the corrective action. B&G Foods reserves the right to terminate its business relationship with any supplier that fails to demonstrate compliance with this Supplier Code of Conduct, without further liability of B&G Foods to the supplier.

### **Certification of Compliance**

By accepting any purchaser order from B&G Foods or otherwise doing business with B&G Foods, each supplier acknowledges the terms of this Supplier Code of Conduct and agrees to comply with its requirements. The provisions of this Supplier Code of Conduct are in addition to, and not in lieu of, the provisions of any purchase order or other agreement between a supplier and B&G Foods.

### **Amendments; Enforcement; Interpretation**

This Supplier Code of Conduct may be amended from time to time by B&G Foods. Its enforcement and/or interpretation rests solely with B&G Foods and does not confer any rights in favor of any party other than B&G Foods.

### **Questions; Reporting Concerns**

If any supplier has a question regarding this Supplier Code of Conduct, please contact your B&G Foods representative or email our Compliance Department at [compliance@bgfoods.com](mailto:compliance@bgfoods.com).

Suppliers should promptly report violations of this Supplier Code of Conduct or any unethical behavior by a B&G Foods employee to a B&G Foods manager or our Compliance Department at [compliance@bgfoods.com](mailto:compliance@bgfoods.com). Suppliers may also file a report anonymously through EthicsPoint using any of the following methods:

- Go to [www.ethicspoint.com](http://www.ethicspoint.com) and in the box provided under "File a New Report via EthicsPoint" type in B&G Foods. On the next screen select "Make a Report."
- Go to [www.BGethics.com](http://www.BGethics.com) and select "Make a Report."
- From the U.S. or Canada, call 1.866.294.4079.
- From México, call 001.800.658.5454.

B&G Foods will treat the matter confidentially, to the extent possible under the circumstances.

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