

Equal Employment Opportunity Policy

Equal Opportunity Employer

The Middleby Corporation and all of its subsidiaries (collectively, “Middleby”) is an equal opportunity employer and maintains a work environment in which all employees are treated with respect and dignity. Middleby complies with all applicable federal, state, and local fair employment practices laws. Middleby strictly prohibits and does not tolerate discrimination against employees, applicants, or any other covered persons because of race, color, religion, creed, national origin or ancestry, ethnicity, sex, pregnancy, sexual orientation, gender, gender identity, gender expression, status as a transgender, gender stereotyping, age, status as a victim of domestic or sexual violence, physical or mental disability, citizenship, past, current, or prospective service in the uniformed services, genetic information, or any other characteristic protected under applicable federal, state, or local law. All Middleby employees, other workers, and representatives are prohibited from engaging in unlawful discrimination. This Policy applies to all terms and conditions of employment, including, but not limited to, hiring, training, promotion, discipline, compensation, benefits, and termination of employment.

Middleby complies with the Americans with Disabilities Act (ADA), as amended, and all applicable state or local law. Consistent with those requirements, Middleby will reasonably accommodate qualified individuals with a disability if such accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship. If you believe you need an accommodation, refer any such request to Middleby’s Human Resources Department. Middleby will also, where appropriate, provide reasonable accommodations with respect to pregnancy or for an employee’s religious beliefs or practices.

Complaint Procedure

If you are subjected to any conduct that you believe violates this Policy, you must promptly speak to, write, or otherwise contact your direct supervisor, your designated Human Resources representative, or report the conduct to Middleby’s Ethics and Compliance Hotline at <http://www.lighthouse-services.com/middleby> or by reference to the reporting procedures set forth in the Middleby Code of Conduct.

Your complaint should be as detailed as possible, including the names of all individuals involved and any witnesses. Middleby will thoroughly investigate the facts and circumstances of all complaints under this Policy and will take prompt corrective action, if appropriate.

Additionally, any manager or supervisor who observes discriminatory conduct must report the conduct to the Legal Department or Middleby’s Ethics and Compliance Hotline at <http://www.lighthouse-services.com/middleby> or by reference to the reporting procedures set forth in the Middleby Code of Conduct.

No Retaliation

No one will be subject to, and Middleby prohibits, any form of discipline, reprisal, intimidation, or retaliation for good faith reports or complaints of incidents of discrimination of any kind, pursuing any discrimination claim, or cooperating in related investigations. For more information on Middleby's policy prohibiting retaliation, please refer to Middleby's Code of Conduct or contact the Legal Department.

Middleby is committed to enforcing this policy against all forms of conduct inconsistent with this Policy. However, the effectiveness of our efforts depends largely on employees telling us about inappropriate workplace conduct. If employees feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately.

Violations of this Policy

Any employee, regardless of position or title, whom the Legal Department determines has acted or done something in violation of this Policy will be subject to discipline, up to and including termination of employment.

Administration of this Policy

The Legal Department is responsible for the administration of this Policy. If you have any questions regarding this Policy or questions about discrimination, accommodations, or retaliation that are not addressed in this Policy, please contact the Legal Department.

Employees Covered Under a Collective Bargaining Agreement

The employment terms set out in this Policy work in conjunction with, and do not replace, amend, or supplement any terms or conditions of employment stated in any collective bargaining agreement that a union has with Middleby. Employees should consult the terms of their collective bargaining agreement.

Conduct Not Prohibited by This Policy

This Policy is not intended to restrict communications or actions protected or required by state or federal law.

Acknowledgment of Receipt and Review

I, _____ (employee name), acknowledge that on _____ (date), I received a copy of Middleby’s Equal Employment Opportunity Policy and that I read it, understood it, and agree to comply with it. I understand that Middleby has the maximum discretion permitted by law to interpret, administer, change, modify, or delete this Policy at any time with or without notice. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify this Policy. Changes can only be made if approved in writing by the Legal Department of Middleby. I also understand that any delay or failure by Middleby to enforce any work policy or rule will not constitute a waiver of Middleby’s right to do so in the future. I understand that neither this Policy nor any other communication by a management representative or any other employee, whether oral or written, is intended in any way to create a contract of employment. I understand that, unless I have a written employment agreement signed by an authorized Middleby representative, **I am employed at will and this Policy does not modify my at-will employment status.** If I have a written employment agreement signed by an authorized Middleby representative and this Policy conflicts with the terms of my employment agreement, I understand that the terms of my employment agreement will control.

Signature

Printed Name

Date