

EQUINIX GENERAL TERMS AND CONDITIONS

IMPORTANT INFORMATION: PLEASE DO NOT AGREE TO THIS APPLICATION FORM UNLESS YOU ARE WILLING TO AGREE TO THE EQUINIX GLOBAL TERMS AND CONDITIONS DESCRIBED IMMEDIATELY BELOW AND THE APPLICABLE COUNTRY-SPECIFIC TERMS AND CONDITIONS FARTHER BELOW.

EQUINIX GLOBAL TERMS AND CONDITIONS

I am applying for employment with Equinix, Inc., or any of its subsidiaries or related or affiliated companies (referred to as "Equinix" or the "Company"). I will only sign below and submit this application for employment if I am willing to agree to the following terms and conditions:

- I certify that all information provided in this application (including all supporting documents submitted as part of this application) is true, complete and correct to the best of my knowledge. I understand that any false or misleading statements or information provided by me, or material omissions of information requested of me, in this application form or during the application process, may result in (a) the rejection of my application, or (b) if discovered after I am hired, disciplinary action up to and including termination of my employment, without regard to the length of time which has elapsed before such discovery.
- I authorize all persons, schools, businesses and organizations contacted by me or on my behalf to disclose to the Company any and all letters, reports, and information related to my education, work records or background, where permissible under the applicable local laws, without giving me prior notice of such disclosure. In addition, I hereby fully release the Company, my former employers and all other persons, corporations, partnerships and associations from any and all claims, demands or liabilities arising out of or in any way related to such investigations or disclosures.
- I agree that if I am employed, I will conform to the Insider Trading Policy, Code of Business Conduct, and Whistleblower Protection Policy, as well as the guidelines and regulations of the Company, as revised from time to time.

COUNTRY-SPECIFIC TERMS AND CONDITIONS

CANADA

- A. I hereby verify that I am not bound by any agreement, which would interfere with my ability to perform the duties of the position for which I am applying, such as an agreement not to compete, recruit former co-workers, solicit clients, or use confidential information. I understand that, in the event I am employed by Equinix, Equinix expects that I will comply with any legal obligation owed to any former employer. I also agree to indemnify and hold Equinix harmless against any and all losses or liabilities incurred by Equinix in connection with any claimed or actual breach of any such agreement.
- B. I authorize Equinix to use, store, retain and disclose this information where its legal interests and/or obligations are involved, or where there is a medical emergency regarding me.
- C. I understand that misrepresentation or omission of any fact requested on this document or in any other statements made during the application process will, if I am employed, constitute just cause for the immediate dismissal of my employment without notice or pay in lieu of notice. By signing this document below, I authorize Equinix to obtain a consumer report or investigative consumer report and a criminal background check about me for employment purposes. If employed by Equinix, I agree that this authorization shall serve as my consent for Equinix to obtain additional consumer or investigative consumer reports or criminal background checks about me at any time during my appointment.

- D. I hereby give my consent in respect of Equinix, Inc. and its subsidiaries and affiliates to store, process, disclose and/or use all information provided by myself, including information in verbal or written form, for the purposes of establishing and maintaining the employment relationship.
- E. I further authorize Equinix to release a copy of my application, licences, background investigation, and criminal history record information to the client(s) to which I may be assigned.
- F. I authorize Equinix to conduct a credit check and criminal background check on me. I acknowledge that such checks will be used for employment purposes related to my potential employment with Equinix. I further acknowledge that such checks are reasonable and necessary to determine my qualification for employment with Equinix. I agree to take whatever proactive steps are necessary for Equinix to complete these checks for background purposes only, including but not limited to cooperating with law enforcement agencies to finalize the criminal background check.

UNITED STATES OF AMERICA

- A. I authorize the Company to investigate all statements and information contained in this application, or in my résumé, or that I otherwise have provided during my application and hiring process.
- B. I understand that the Company may obtain consumer reports, consumer credit reports and/or investigative consumer reports about me, including a search of criminal records and verification of my education and employment history, in connection with this application or during my employment if hired. Using separate forms, I have authorized or will be authorizing the obtaining of such reports. I waive, release and discharge Equinix, its officers, directors, employees, agents and representatives from any liability for all damages and losses of whatever kind or nature that may result in connection with Equinix obtaining such reports and verifying my education and employment history. I further waive, release and discharge any person, agency, company or organization from any liability for all damages and losses of whatever kind or nature that may result in connection with their disclosure of information about me as part of the above process.
- C. I hereby give my consent to Equinix and its subsidiaries and affiliates to store, process, and/or use all information I provide, including information in verbal or written form. If I am hired, I authorize Equinix to release a copy of my application, licenses, consumer reports, consumer credit reports and/or investigative consumer reports about me, as described above, to the client(s) to which I may be assigned.
- D. I understand and agree that submission of this application form does not constitute a promise or guarantee of employment with the Company. I further understand and agree that if I am offered and accept employment by Equinix in the U.S., my employment with the Company will “at-will,” meaning that either I or Equinix may terminate the employment relationship at any time for any reason or no particular reason or cause, and with or without advance notice. It also means that Equinix may change at any time my job duties, title, level and responsibilities, reporting relationships, compensation and benefits, as well as its personnel policies and procedures, as it deems necessary. I further understand and agree that no employee or representative of the Company is authorized to enter into an agreement of employment for any specific period of time or to make any agreement, express or implied, inconsistent with at-will employment except for the CEO or CFO of the Company, in either case acting with the express authority of the Board of Directors, and only by an express writing signed by such CEO or CFO.
- E. I hereby verify that I am not bound by any agreement that would interfere with my ability to perform the duties of the position for which I am applying, such as an agreement not to recruit former co-workers, solicit clients, or use confidential information. I understand that, in the event I am employed by Equinix, I will comply with any legal obligation owed to any former employer. I also agree to indemnify and hold Equinix harmless against any and all losses or liabilities incurred by Equinix in connection with any claimed or actual breach of any agreement with another employer or that impacts my ability to work at Equinix that is found to exist.



- F. I understand that employment with the Company is contingent on passing all required post-offer drug tests. I understand and agree that a positive test result, a refusal to submit to a test, or falsifying or tampering with the results of a test will disqualify me from further consideration for employment or, if employed, disciplinary action up to and including termination.

I HAVE READ ALL OF THE ABOVE TERMS AND CONDITIONS BEFORE COMPLETING THIS APPLICATION, I UNDERSTAND THEM, AND MY SUBMISSION OF THIS APPLICATION SIGNIFIES THAT I AM WILLING TO AGREE TO THEM.

BY CHECKING THE BOX ON THE ELECTRONIC APPLICATION FORM, THIS WILL REPRESENT YOUR ELECTRONIC SIGNATURE WHICH YOU AGREE EQUINIX CAN RELY UPON TO THE SAME EXTENT AS YOUR HANDWRITTEN SIGNATURE.

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