

# Protection of Personal Information Policy

## Policy Statement

This Policy affirms South Bow's commitment to safeguarding Personal Information and ensuring compliance with privacy laws applicable to South Bow.

## Scope

This Policy applies to all Team Members and Excluded Contractors who handle personal information on behalf of the Company.

## Principles

### 1 Privacy compliance

- 1.1 South Bow is committed to protecting the Personal Information of those who have a business relationship with the Company, including but not limited to Team Members, Excluded Contractors, landowners and job applicants.
- 1.2 Team Members and Excluded Contractors will manage Personal Information in accordance with this Policy, abide by applicable privacy laws and support the Company's commitment to Personal Information protection.
- 1.3 Appropriate technical and organizational measures will be implemented to protect information against unauthorized access, disclosure, alteration, or destruction.

## Implementation

### 1 Privacy Incident Management

- 1.1 A Privacy Incident occurs when Personal Information is known or suspected of being:
  - a) misdirected;
  - b) lost or stolen;
  - c) accessed without authorization;
  - d) used for a purpose that is different from the business reason the Personal Information was originally collected, unless the change in use is permitted by privacy or other laws or an individual's consent; or

e) inappropriately disclosed to others who do not have a legitimate business reason to see the Personal Information.

1.2 All Privacy Incidents must be reported to the Privacy Office (Corporate Compliance) immediately. The Privacy Office will assess the risk of harm, notify affected individuals if required, and report to regulators as necessary.

## 2 Use of the Privacy Office

2.1 Team Members and Excluded Contractors (as applicable) must contact the Privacy Office and follow the instructions in the [Privacy Office Submission Process](#) for:

a) **Reporting Privacy Incidents;**

b) **Privacy Assessments:** If you wish to implement a new or modified system, application, solution or survey, the indicated steps must be completed at the time that contract negotiations with an identified vendor begin, or prior to implementation if no vendors are involved. Where the Privacy Office determines that a **Privacy Impact Assessment (PIA)** or **Simplified Privacy Assessment (SPA)** is required, the assessment must be completed before the new or modified system, application, solution or survey goes live in a production environment. Where test phases or pre-production environments of a system, application, solution or survey are used, and actual Personal Information will be incorporated, a privacy assessment must be completed prior to beginning testing;

c) **Contract Language:** To request a review or inclusion of contractual privacy provisions for applicable new or renegotiated contracts, agreements or purchase orders involving Personal Information; and

d) **General inquiries:** To obtain answers to a question or concern involving collection, use, storage, access, transmission or disclosure of Personal Information, or to report complaints regarding the treatment of Personal Information.

## 3 Transparency & Consent

3.1 Individuals will be informed about what personal information is collected, why it is collected, how it is used, and with whom it is shared.

3.2 Consent will be obtained where required and will be meaningful, informed, and voluntary. Individuals may withdraw consent at any time, subject to legal or contractual restrictions.

3.3 **Consumer Protections and Anti-Spam Compliance:** Before communicating with electronic recipients, South Bow must demonstrate an existing business relationship, a regulatory or legal requirement, or obtain Express or Implied Consent with an option to unsubscribe. Written consent for Personal Information use does not imply consent for electronic communication.

3.4 **Recording of Meetings and Calls:** Except for situations identified in South Bow's emergency response and control centre business units or Company-wide or departmental town-hall meetings, Team Members must not record any meeting, impromptu discussion, or any

other form of conversation (in person, over the phone or online) without prior verbal consent from all participants. Access to recordings is restricted to those who attended the meeting, call, or other form of conversation unless prior consent from all participants is given for wider dissemination.

#### 4 Retention, disposition and accuracy of Personal Information

- 4.1 Team Members and Excluded Contractors must keep Personal Information accurate, complete and up-to-date for the purpose it was originally collected.
- 4.2 Only the minimum necessary Personal Information will be collected and retained.
- 4.3 Team Members must retain and dispose of Personal Information in accordance with South Bow's [Records Retention Schedule](#).
- 4.4 Excluded Contractors must retain and dispose of Personal Information in accordance with applicable laws in the jurisdictions they operate and, if applicable, with the direction provided by South Bow.

#### 5 Rights of Data Subjects

- 5.1 Individuals may request access to, correction of, or deletion of their Personal Information through the Human Resources department.
- 5.2 Requests for Personal Information will be processed only if the Personal Information aligns with an Identified Purpose and applicable privacy laws. Requests to access Personal Information not collected, used, or disclosed by South Bow for an Identified Purpose, including personal electronic files (e.g., contacts, photos, voicemail, documentation, email) saved on Company's digital assets, may be denied at the sole discretion of the Privacy Office.
- 5.3 Personal Information requests that originate from non-South Bow email addresses require verification of identity.

### Your responsibility

Team Members and Excluded Contractors must follow all applicable provisions and the spirit and intent of this Policy and support others in doing so. You must promptly report any suspected or actual violation of this Policy through available [channels](#) so that South Bow can investigate and address it appropriately. Those who violate this Policy or knowingly permit others under their supervision to violate it may be subject to appropriate corrective action, up to and including termination of employment or contract, as applicable, in accordance with the Company's corporate governance documents, employment practices, contracts, and agreements.

South Bow supports the reporting of suspected breaches of governance, laws, regulations, health, safety, environmental incidents, and near hits, and takes all reports seriously. Those who

report in good faith are protected from retaliation, though this protection does not extend to intentionally false or malicious reports or attempts to shield personal negligence or misconduct.

### Interpretation and administration

The Company has sole discretion to interpret, administer and apply this corporate governance document and to change it at any time to address new or changed legal requirements or business circumstances.

### Definitions

**Aggregated Information** means using Personal Information to produce a result for analytics or reporting purposes, where the information or data cannot be re-engineered, reversed, decoded or manipulated to reidentify original personal attributes, which can be used to identify an individual.

**Chief Privacy Officer** means the South Bow Employee designated to be accountable for the application of and organizational adherence to applicable privacy laws in the jurisdictions that South Bow operates. The Chief Privacy Officer may delegate various duties and functions to members of the Privacy Office.

**Contingent Workforce Contractor (CWC)** means an individual who:

- is employed by a third party (preferred Contingent Workforce supplier) to work on behalf of South Bow at a South Bow Office or work site;
- uses South Bow's assets (e.g., workstation, email, phone) and corporate services;
- is compensated on an hourly basis for a defined timeline;
- enters timesheets in Workday following South Bow Guidelines; and
- works under the direction of a South Bow leader.

**Contractor** means a third party hired by South Bow to perform services for or supply equipment, materials, or goods to the Company. Contractors include, without limitation, Contingent Workforce Contractors and Excluded Contractors.

**Employee** means full-time, part-time, temporary and student employees of South Bow.

**Excluded Contractor** means a third party or individual employed by a third party who:

- delivers services, equipment, materials, or goods to the Company using their own tools and assets (e.g., workstation, laptop, email, phone, PPE, vehicle);
- does not increase South Bow corporate headcount and overhead costs;
- works remotely (offsite);
- does not enter timesheets in South Bow Workday; and
- directs their own work or receives direction from their employer.

**Express Consent** means that an individual has consented to receive communications from South Bow by filing out or agreeing to accept conditions via a subscription form or privacy notice; or where an individual has signified their agreement to the collection and use of their Personal Information by actively communicating such agreement with the Company.

**Identified Purpose** means the reason(s) that Personal Information is required by South Bow to fulfill business requirements or to comply with applicable laws.

**Implied Consent** means that a relationship for a specific business purpose exists between the Company and an individual, and therefore the use of Personal Information and communication between the parties may be conducted without having to obtain express consent; or where consent may reasonably be inferred from the action or inaction of an individual.

**Personal Information** means any information on its own or when combined with other information, which can be used to identify an individual. Personal Information may include but is not limited to: employee number, name, contact information (personal and business addresses, phone numbers and emails), date of birth and age, gender or sex, sexual orientation, race, religious affiliation, ethnic origin, marital or family status, political belief, disability, medical information, health care identification number, biometrics, voice recording, photographs, video, salary, benefits, banking information (credit card and bank accounts), Social Security Number (SSN) or Social Insurance Number (SIN), National Identification Number, licenses (including membership numbers), passport numbers, training records, employment history, resumes, opinions about the person (including references, interview notes, performance appraisals, and succession plans) and identifying remarks, and any similarly sensitive or private information. Personal Information includes Protected Health Information (PHI) and sensitive financial information, which might be subject to enhanced protection and disclosure requirements depending on the jurisdiction. Personal Information excludes Aggregated Information

**Privacy Assessment** means an assessment of an organization's compliance with its privacy policies, procedures and applicable laws, regulations, service contracts to include implementing new or modified systems, applications, solutions or surveys. The results of an assessment are signed off by the Chief Privacy Officer and contain, where applicable, recommendations for improvements, risks avoidance and/or mitigation.

**Privacy Breach** means a Privacy Incident that has been deemed by the Privacy Office or Chief Privacy Officer to carry the risk of causing imminent or significant harm as defined by privacy laws for one or more individuals.

**Privacy Incident** means any unauthorized access, collection, use or disclosure, or accidental or intentional misuse of Personal Information.

**Privacy Office** means the South Bow business unit (Corporate Compliance) designated to assist and support the duties and obligations of the Chief Privacy Officer.

**Privacy Office Submission Process** means the communication, assessment and response protocol required to demonstrate due diligence and privacy compliance.

**South Bow** or the **Company** means South Bow Corporation and its wholly-owned subsidiaries and/or operated entities.

**Team Members** means full-time, part-time and temporary Employees and Contingent Workforce Contractors of South Bow.

## References

### Related corporate governance and supporting documents

- Cybersecurity and Acceptable Use Policy
- Artificial Intelligence Policy
- Code of Business Ethics Policy
- Corporate Security Policy
- Information Management Policy
- Records Retention Schedule

## How to contact us

- [Policy Questions and Comments](#)
- [Privacy Office Submission Process](#)

## South Bow's reporting channels

- [Ethics Helpline](#)
- [Corporate Compliance](#)
- [Human Resources](#)
- Legal department
- Compliance Coordinators