Drug and Alcohol Policy

August 2026

TABLE OF CONTENTS

1.0 PURPOSE 2
2.0 SCOPE 2
3.0 EXPLANATIONS 2
4.0 STANDARDS 5
5.0 TESTING 7
6.0 BREACH OF STANDARDS 10
7.0 CONDITIONS OF EMPLOYMENT 11
8.0 ASSISTANCE AND SUPPORT 12
9.0 SOCIAL AND BUSINESS EXCEPTIONS 13
10.0 CONFIDENTIALITY 13
11.0 VERSION LOG 14
APPENDIX ONE: INTER PIPELINE DRUG & ALCOHOL POLICY CONTRACTOR COMPLIANCE 15
APPENDIX TWO: INTER PIPELINE DRUG & ALCOHOL POLICY NON-EMPLOYEE COMPLIANCE 16

1.0 PURPOSE

The **Company** is committed to ensuring health and safety at work, with the goal of maintaining a safe and productive workplace for its employees, contractors, customers, the public and the environment.

The **Company** recognizes that the use of **drugs and alcohol** (including prescription and over the counter drugs) can have serious adverse effects on job performance, and ultimately, on the safety and well-being of employees, contractors, customers, the public, the **Company**'s property or surrounding property, the workplace and the environment.

As one component of our overall health and safety program, this policy sets out the standards and obligations associated with the use of **drugs and alcohol,** and it confirms our commitment to preventing incidents and minimizing risks associated with the **Company**'s operations. In particular, the Company recognizes that deterring the use of **drugs and alcohol** that can adversely affect the ability to perform work safely is a key component in managing safety.

Certain terms that appear in bolded font in this policy are further explained in Section 3.0, Explanations.

2.0 SCOPE

This policy applies to all employees (i.e., full-time, part-time and hourly) of the **Company** while on **Company business** or **Company premises**. Violation of the policy is a serious risk to health and safety and, therefore, may result in disciplinary action, up to and including **termination of employment for just cause**. Employees are accountable for reading and understanding this policy and for their responsibilities set out in it. Employees are also accountable for raising concerns about another person's **fitness for duty** or any unauthorized use or possession of **drugs** or **alcohol** or **drug paraphernalia** to their supervisor or management, without delay.

This policy also applies to contractors of the **Company** as set out in the attached Appendix One and to other categories of non-employees as set out in the attached Appendix Two.

3.0 EXPLANATIONS

The following explanations are provided to assist with understanding certain terms referenced throughout the policy:

a) ***'alcohol'*** refers to any substance that may be consumed and that has alcohol content in excess of 0.5 percent by volume. Examples of **alcohol** include wine, beer, distilled spirits and liquids containing ethyl alcohol (whether or not they are intended to be a beverage).

b) ***'Company'*** means Inter Pipeline Ltd., and all affiliates (which may change from time to time) or successors of Inter Pipeline Ltd. or any of its affiliates.

c) ***'Company business'*** refers to all business activities undertaken by employees and contractors in the course of the **Company**'s operations and includes attending trips sponsored by or on behalf of the **Company**.

d) *'**Company premises**'* includes all land, property, worksites, structures, installations, camp dwellings, vehicles and equipment owned, leased, operated or otherwise directly controlled by the **Company**, or under the **Company**'s operating authority, which an employee accesses or operates, and for the purposes of vehicles and equipment includes operating vehicles or equipment while on call or for personal use. This explanation extends to customer or contractor premises when **Company** employees are working by contract.

e) *'**drug paraphernalia**'* includes any personal property that is associated with the use of any drug, substance, chemical or agent.

f) *'**drugs**'* includes any controlled substance included in the *Controlled Drugs and Substances Act*, as amended, prescription drugs, over-the-counter drugs, medically certified drugs and solvents and other substances that can be ingested, inhaled, or otherwise consumed that are mind or mood altering. For further clarity, this definition includes cannabis.

g) ***'drug(s) and alcohol'*** or ***'drug(s) or alcohol'*** includes **drugs** or **alcohol** or both.

h) ***'drug and alcohol searches'*** includes searches for **drugs** and/or **alcohol**, and/or **drug paraphernalia**.

i) ***'Employee and Family Assistance Program'*** or ***'EFAP'*** is an assistance program provided by the **Company**'s service provider providing assistance for, among other things, **drug and alcohol** dependencies.

j) ***'fit for duty'*** and ***'fitness for duty'*** mean no consumption of a **drug or alcohol**, including their after-effects, in a manner that could affect an employee's judgment or affect the employee's ability to perform his/her job safely and reliably.

k) ***'frustration of contract'*** means that the contract of employment has become impossible to continue to be performed or an occurrence of an event(s) or alteration of circumstances that render fulfillment of the contract to be of a fundamentally different character from what was originally contemplated.

l) *'**incident**'* includes an unplanned or unwanted event that resulted in damage or injury, including one or more of the following:

   i. a fatality, serious injury or injury to person;
   ii. an environmental spill with serious or significant implications;
   iii. loss or damage to property, equipment, vehicles or the environment;
   iv. serious or significant loss of **Company**, customer or other contractor revenues;
   v. an occupational injury or illness;
   vi. damage to physical assets (e.g., equipment, pipeline, etc.), the environment, process or product;
   vii. damage to reputation;
   viii. disruption to a community;
   ix. exposure to legal liability; or
   x. a security threat.

m) *'**leave of absence**'* includes a period of time during which the employee will not be reporting to work, and during which the employee may not: (i) be paid and/or (ii) be eligible for disability benefits, depending on the circumstances, and subject to the terms of the respective plan(s).

n) *'**cannabis for medical purposes**'*, is cannabis that is used for treatment of a medical condition that is supported by a valid medical document, provided by a health care practitioner, in accordance with applicable laws.

o) *'**near miss**'* includes an event or observed condition that could have resulted in personal injury, property damage or harm to the environment, or any of the other events listed in Section 3, Subsection l), items i through x, above, but did not occur, either by chance or timely intervention.

p) *'**reasonable cause**'* includes:

i. odour of **alcohol**, such as the smell of **alcohol** on an employee's breath at work;

ii. odour of cannabis;

iii. glassy eyes, flushed face, slurred speech, fatigue, unsteadiness (such as in standing or walking);

iv. acting in a suspicious or unusual manner or unable to correct a chronic performance or behaviour problem;

v. excessive sick leave or suspicious patterns of sick leaves; or

vi. possession or presence of **drugs** or **alcohol** that can be reasonably connected to the employee (such as full or empty **alcohol** bottles and **drug paraphernalia**).

q) *'**safety-sensitive position**'* means a position designated as safety-sensitive by the **Company** or Third Parties when performing services on Third Parties' sites or under contracts with Third Parties.

r) *'**substance abuse professional**'* or *'**SAP**'* includes a licensed physician; a licensed or certified social worker; a licensed or certified psychologist; a licensed or certified employee assistance expert; or an acceptable **drug and alcohol** counselor. The SAP will have training specific to SAP roles and responsibilities, knowledge of and experience in the diagnosis and treatment of substance dependence disabilities, and an understanding of the safety implications of substance use.

s) *'**suspended**'* is a disciplinary measure and includes a period of time during which the employee will not be reporting to work, and during which the employee may not be paid.

t) *'**tamper**'* or *'**tampering**'* includes altering, interfering with, masking, flushing, meddling (including by bribing or attempting to bribe) or changing.

u) *'**termination of employment for just cause**'* means termination of employment where there was just cause to do so summarily, without notice or pay in lieu of notice of termination.

v) '*test(s)*', *'**testing**'* or *'**tested**'* includes **drug and alcohol** tests performed by or on behalf of the **Company** by the **Company**'s certified service providers according to acceptable standards and procedures. These standards and procedures, including the types of **drugs** tested, may change from time to time, without advance notice. More information on the specified **drugs or alcohol** testing standards or procedures is available upon request.

*Note, when the word 'including' is used throughout this policy, it is not intended to be exclusive of other events or scenarios not specifically referenced.

4.0 STANDARDS

The following standards have been established for the purpose of minimizing risk associated with the use of **drugs or alcohol**. Failure to comply with any of these standards is addressed in Section 6, Breach of Standards.

a) **Fit for Duty**

i. Employees are expected to report to work **fit for duty** and to remain **fit for duty** throughout the workday or shift. Employees must therefore not use **drugs or alcohol** in a manner that impacts their ability to safely perform their duties or report for work fit for duty.

ii. When on call, employees must remain **fit for duty** in anticipation of the event that they are required to report to work.

iii. If unexpected circumstances arise where an employee is requested to perform unscheduled services and the employee is under the influence of **drugs or alcohol**, including the after-effects of **drugs or alcohol**, in a manner that reporting to work would place the employee in contravention of this policy, the employee is responsible to refuse the request and indicate that he/she is not **fit for duty**. Employees will not be subject to disciplinary action because they have refused work under this Subsection.

b) **Drugs**

i. Employees must not use, possess, purchase, sell, transfer or transport, or misuse, as applicable, **drugs** or **drug paraphernalia** while on **Company** business or **Company premises**, subject to the following exceptions:

   i) When using prescribed **drugs**, or **cannabis for medical purposes**, employees are expected to use only those drugs and only in the manner directed. Employees are required to check with their physician about potential side effects of **drugs** that may impact their job performance. Employees must report to their supervisor immediately if they believe the **drugs** are affecting their ability to work safely.

   ii) When using over-the-counter **drugs**, employees are expected to read, understand and follow the dosage directions on the package and to notify their supervisor of possible side effects immediately if they believe the over-the-counter **drugs** may affect or are affecting their work performance.

ii. In addition to the above, each employee in a **safety-sensitive position** is required to check with his/her licensed treating l physician about potential side effects of prescription **drugs** that may impact their ability to work safely. Each employee in a **safety-sensitive position** is required to report any use of medications, including prescription **drugs**, **cannabis for medical purposes**, or over-the-counter **drugs**, which may impact their fitness for duty to their supervisor before commencing safety-sensitive work.

iii. Employees are expected to abide by any reasonable directions of their supervisor or management regarding modifications to their job duties, position or placement, which may include

reassignment or a **leave of absence** for the duration of use of prescription, **cannabis for medical purposes**, and/or over-the-counter drugs, or longer, depending on the circumstances.

c) **Alcohol**

i. Employees must not use, consume, possess, purchase, sell or transport **alcohol**, including during meals, rest periods or off-shift hours, while on **Company business** or **Company premises**. Exemptions regarding alcohol on **Company business** or **Company premises** may be made in limited situations, see Section 9, Social and Business Exceptions.

ii. Employees in **safety-sensitive positions** are prohibited from consuming any alcohol while on **Company business** at any time (during regular working hours or unscheduled working hours), and whether on or off **Company premises**. This provision applies to meal times and other personal work breaks, whether paid or unpaid, and also applies to times when employees in **safety-sensitive positions** are on call. Employees in **safety-sensitive positions** are also required to limit their consumption of **alcohol** prior to working hours so that there is no **alcohol** in the body, or any after-effects of **alcohol**, while at work.

d) **Drug and Alcohol Searches**

i. **Drug and alcohol searches**, including unannounced searches for **drugs and alcohol**, or **drug paraphernalia**, may be conducted by the **Company** anywhere on **Company premises** or, elsewhere, within reason, during **Company business**. The purpose for conducting these drug and alcohol searches is solely directed at managing health and safety at work. The **Company** may conduct **drug and alcohol searches** where the **Company** has reasonable grounds to suspect that **drugs or alcohol** or **drug paraphernalia** are present on **Company premises** or elsewhere, within reason, on or in relation to **Company business**.

ii. Employees are required to cooperate fully when **drug and alcohol searches** are conducted. These searches may include searches of employee personal property such as vehicles, bags, backpacks, cupboards, lockers, drawers and other containers and may include the use of detection dogs. The **Company** will respect privacy to the extent that it does not fetter the **Company**'s discretion and ability to conduct **drug and alcohol searches** and any related workplace investigations when it has reasonable grounds to suspect the use or presence of **drugs or alcohol** or **drug paraphernalia** on **Company premises** or **Company business**. Where appropriate, the **Company** will provide notice or invite employees to be present during searches. Employees have no expectation of privacy during **drug and alcohol searches**.

iii. The **Company** may report any **drugs** found on **Company premises** or **Company business** to the local authorities.

e) **Drug and Alcohol Incidents and Offences**

i. Employees are expected to abide by all laws applicable to **drugs and alcohol** at all times.

ii. Employees must refrain from any unlawful activities associated with **drugs or alcohol** that could result in the employee's inability to perform all or part of their job duties temporarily or permanently. These activities include but are not limited to potential consequences of loss of a driver's license due to impaired driving, a criminal conviction resulting in jail time or the imposition of other restrictions impacting their job duties.

f) **Compliance with Third Parties' Policies**

i. It may be necessary for employees to meet a government's, customer's or other contracting party's (collectively, "Third Parties") **drug and alcohol** testing requirements (which may differ from those outlined in this policy) in order to qualify for work on their projects, access their worksites or enter or work within a particular location or country. When applicable, and as reasonably directed by the **Company**, employees must fully adhere to Third Parties' **drug and alcohol** compliance requirements, whether arising from legislation or a policy, recognizing that different or more stringent standards than those of this policy may be imposed. However, in the event that the Third Parties' policy provides a lower standard than this policy, this policy will prevail.

ii. Subject to Section 8, Assistance and Support, employees who undertake testing or certification requirements imposed by Third Parties for access to their respective worksites but who:

a) are unable to complete the requirements,

b) refuse to undertake testing or certification requirements imposed by a Third Party, or

c) fail the testing or certification requirements due to a positive test result,

may be denied entry or immediately removed from the worksite and/or reassigned, placed on a **leave of absence**, **suspended**, or otherwise disciplined under Sections 6, Breach of Standards, 7, Conditions of Employment, and 8, Assistance and Support, depending on the situation and in accordance with this policy.

iii. Subject to an express, written agreement to the contrary, compliance with Third Parties' **drug and alcohol** compliance requirements does not create a relationship of co-employment or any other relationship of employment between the **Company** and the Third Parties or between the **Company**'s employees and the Third Parties and at all times the **Company**'s employees will remain solely the employees of the **Company**.

5.0 TESTING

The **Company** conducts **drug and alcohol testing** in the following circumstances, and in accordance with Sections 7, Conditions of Employment, and 8, Assistance and Support. Employees who are **tested** under this Section may be immediately removed from **Company business** or **Company premises** at the **Company**'s discretion, and may further be subject to Section 6, Breach of Standards.

I. Circumstances of Testing

a) **Pre-Employment and Transfers**

i. As part of the recruitment process, all applicants for a **safety-sensitive position** must submit to **drug and alcohol testing** as a condition of the offer of employment. The **testing** will be conducted before the individual reports for work but after an offer of employment has been made.

ii. Employees may be required to submit to **drug and alcohol testing**, and produce a negative result, prior to gaining access to certain company premises where they will be performing safety sensitive job duties.

iii. A current employee transferring into or assuming the duties of a **safety-sensitive position** must submit to **drug and alcohol testing** and produce a negative result as a condition of such transfer,

and before he/she commences working in the **safety-sensitive position**. A positive **test** result may be deemed to be a breach of this policy.

b) **Reasonable Cause**

i. Employees are subject to **testing** for **drugs and alcohol** where reasonable grounds exist to suspect (1) the use or possession of **drugs or alcohol** in violation of this policy or (2) that **drug or alcohol** use may potentially make or has made the employee unable to work safely.

ii. The employee will be informed of the reason(s) for the **reasonable cause test**. The employee will have an opportunity to confirm **drug or alcohol** use prior to taking the test; however, the **Company** may, in its discretion, require the employee to take the **test** regardless of the response.

c) **Post-Incident or Near Miss**

i. Employees are subject to **testing** for **drugs and alcohol** after an **incident** or **near miss**, at the discretion of a supervisor or management, as part of the investigation into the situation, if there are reasonable grounds, or if there is no credible explanation for the **incident** or **near miss**.

ii. A credible explanation for an **incident** or **near miss** will be clear evidence that the **incident** or **near miss** was caused by something other than acts or omissions of the employee(s), such as an obvious structural or mechanical failure that was not detectable or preventable with normal maintenance and inspection procedures.

iii. A credible explanation for an **incident** or **near miss** does not include the employee being careless, negligent, or falling asleep.

iv. Employees are required to abstain from using **drugs or alcohol** for 8 hours following involvement in an **incident** or **near miss** and must abstain from using drugs or alcohol before undergoing a post-**incident** or **near miss** test for **drugs and alcohol**.

v. Where testing is performed externally (e.g., at a hospital) in relation to an **incident** relating to **Company premises** or **Company business**, the employee agrees to disclose the test result to the **Company** and any other reasonably required details for the **Company** to investigate the **incident**.

d) **Return-to-Work**

Employees who have taken a leave of absence following a positive drug or alcohol test, or any safety sensitive employee on an extended leave of absence greater than 90 days, may be subject to a return-to-work **drug and alcohol test** in which case the employee cannot resume safety sensitive duties until he/she has passed the return-to-work **drug and alcohol test** by producing a negative result.

e) **Post-Reinstatement Monitoring Program**

In conjunction with Section 7, Conditions of Employment, when returning to work following a rehabilitation or treatment program or a leave of absence relating to drug or alcohol use or dependency, employees may be required to participate in a post-reinstatement monitoring program for up to 24 months (or longer if ordered by a **substance abuse professional** (**SAP**) or treating healthcare professional). This program may require the employee to pass a Return-to-Work test and to submit to periodic, unannounced follow up **drug and/or alcohol tests**, in accordance with Section 8, Assistance and Support.

f) **Random**

i. The **Company** reserves the right to conduct periodic, unannounced **testing** for **drugs and alcohol** of employees engaged in **safety-sensitive positions** at any interval determined by management, through urinalysis, breath, saliva, and/or other **testing** methods.

ii. The **Company** may exercise this right at its sole discretion for deterrence purposes or when it has reason to suspect that workplace health and safety are compromised or potentially compromised by the use of **drugs or alcohol**.

II. Conditions for Testing

a) **Consent**

i. By continuing their employment with the **Company**, employees accept the terms of this policy and authorize any certified service provider that **tests** employees for **drugs and alcohol** on behalf of the **Company** to release the test results and disclose any related information to the **Company** and to any licensed treating physician of the employee, healthcare professional or **SAP**, refer to Section 7, Conditions of Employment, to whom the employee has been referred under the provisions of this policy, or as required or permitted by law.

ii. **Test** results and related information are only disclosed to those individuals with a need to know in order to discharge an obligation under this policy or the law and are otherwise kept confidential.

iii. Anyone subject to testing or who tests positive under this Section 5 accepts that he/she may be: (A) denied access to, or removed from, **Company business** or **Company premises**, (B) refused employment with the **Company**, (C) placed on a **leave of absence**, and/or (D) **suspended** without pay, pending the test results, investigation, and/or assessment as per Sections 6, Breach of Standards, 7, Conditions of Employment, and 8, Assistance and Support.

iv. The **Company** reserves the right to conduct **reasonable cause** or post-**incident** testing of all employees but will typically only exercise this right where the employee is in a **safety-sensitive position**, where safety-sensitive or higher risk work is being performed, or where there is a significant safety risk.

v. Employees accept that **drug and alcohol** searches may result from, lead to, or be a component of **testing**.

b) **Tampering**

Employees are prohibited from **tampering** or attempting to **tamper** with **tests** (including using any mechanisms to flush, conceal or eliminate the remnants of **drugs or alcohol**) or **test** results (including any written reports containing the **test** results).

6.0 BREACH OF STANDARDS

Compliance with this policy, including acceptance of **drug and alcohol testing**, is a condition of employment and continued employment with the **Company**. Any violation of this policy may result in discipline up to and including **termination of employment for just cause**. The employee may be placed on a **leave of absence** or **suspended**, depending on the situation, during any related investigation into the potential breach of this policy.

a) **Grounds for Termination of Employment for Just Cause**

Grounds for **termination of employment for just cause** may include:

i. use, possession, purchasing, selling, transferring, transporting, or engaging in any other illegal activity involving **drugs** or **drug paraphernalia** while on **Company business** or **Company premises**;

ii. unauthorized use or possession of, or the purchasing, selling, transporting, or engaging in any illegal activity involving **alcohol** while on **Company business** or **Company premises**;

iii. conviction of a driving related offence where there was a positive test result, or where **drug or alcohol** use was a factor in the offence, while on **Company business** or **Company premises**, including driving a **Company** vehicle for personal use or while on call;

iv. loss or suspension of driver's license due to a positive test result for, charge or administrative penalty relating to **drugs or alcohol** where driving is an essential duty of the job or a requirement for the job, in which case the employment will be terminated by **frustration of contract** and/or for just cause;

v. direct involvement in an **incident** where the employee has a positive **test** result for a **drug and/or alcohol** or the use of a **drug or alcohol** was a contributing factor to the cause of the **incident**;

vi. failure to report directly for a **test**, refusal to submit to a **test**, refusal to agree to disclosure of a **test** result to management, as required under this policy, or confirmed **tampering** or attempted **tampering** with a **test** sample or result;

vii. failure or refusal to comply with Third Parties' policies as per Subsection 4(f), Compliance with Third Parties' Policies, without reasonable explanation;

viii. failure or refusal to comply with **drug and alcohol searches** without reasonable explanation;

ix. failure to report to work **fit for duty** or to remain **fit for duty** while at work;

x. failure to remain **fit for duty** as a safety sensitive employee while on call;

xi. failure or refusal to comply with a post-reinstatement monitoring program as per Subsection 5(I)(e), Post-Reinstatement Monitoring Program, and Section 7, Conditions of Employment;

xii. chronic absenteeism, tardiness, declining or poor performance, or other types of misconduct where **drugs or alcohol** are determined, at the discretion of the **Company**, to be a cause; and

xiii. a failed **drug or alcohol** test (e.g., a positive test result).

b) **Supervisor/Manager Duties**

i. Supervisors and managers are required to further the objectives of this policy, which includes ensuring that employees under their supervision remain in compliance. Supervisors and managers are required to immediately and appropriately respond to any suspected breach of this policy and failure to do so may result in disciplinary action up to and including termination of employment for just cause.

7.0 CONDITIONS OF EMPLOYMENT

a) An employee may be referred to a **SAP** for assessment through the **Employee and Family Assistance Program** (**EFAP**) or to an acceptable, treating medical or healthcare professional if any of the following situations arise:

i. a violation or suspected violation of this policy, including a positive or inconclusive **test** result for **drugs or alcohol**;

ii. **reasonable cause** to suspect **drug or alcohol** use or the after effects of use while on **Company business** or **Company premises** in a manner that violates this policy or presents a health or safety concern; or

iii. self-disclosed use of **drugs or alcohol**;

and, depending on the situation (including whether there was a breach of this policy and, if so, the nature of the breach, the existence of prior violations, the seriousness of the breach, and the employee's own efforts to correct the situation), the employee may be required to enter into an acceptable rehabilitation or treatment program.

b) Where a referral to an **SAP** has been made and the **SAP** has recommended the completion of rehabilitation or treatment program, the successful completion of the rehabilitation or treatment program will be a condition for returning to work and for continued employment. Any employee on a **leave of absence** for a substance dependency will be required to provide valid medical clearance from a SAP or an acceptable treating medical or healthcare professional before returning to work and may further be required to produce a negative **drug or alcohol** test result, depending on the circumstances. As a condition of returning to work and continued employment, the employee may also be required to enter into a post-reinstatement monitoring program, as per Subsection 5(I) (e), Post-Reinstatement Monitoring Program.

c) An employee's job duties may be modified, reassigned or the employee may be placed on a **leave of absence** or **suspended** during a Post-Reinstatement Monitoring Program, depending on the situation. Employees on a **leave of absence** may be eligible for disability benefits, subject to the terms of the respective plan(s).

8.0 ASSISTANCE AND SUPPORT

a) The **Company** recognizes that there is a distinction between the casual use of **drugs and alcohol** and use as a result of the disability of substance dependence. Where an employee has a diagnosed disability of substance dependence (by a **SAP** or treating medical or healthcare professional), the **Company** recognizes that a **leave of absence** to obtain individualized treatment and rehabilitation may be required in order to assist the employee in overcoming his/her disability, in accordance with this policy and the **Company's** obligations under the law.

b) Employees who know or suspect they have a substance dependency, or an emerging substance dependency, are encouraged to seek assistance through the **EFAP** or Wellbeing or Human Resources and to follow appropriate recommendations and treatment promptly *before* job performance is affected or a violation of this policy occurs. An employee with a diagnosed substance dependence disability who seeks assistance *before* job performance is affected or a violation of this policy occurs will *not* be disciplined for voluntarily requesting help in overcoming his/her disability.

c) Employees who declare a known substance dependence disability, or are subsequently diagnosed by a **SAP** with a substance dependence disability or suspected or emerging substance dependence disability, *after* a violation of this policy has occurred may still be subject to investigation and discipline in accordance with this policy for potential breach(es) of this policy, up to and including **termination of employment for just cause**. Therefore, the **Company** strongly encourages employees to seek assistance prior to violating this policy and/or if they are unable to comply with this policy by reason of substance dependence.

d) Safety sensitive employees who take a **leave of absence** with an undisclosed substance dependency have an obligation to disclose their dependency to Wellbeing or Human Resources prior to their return to work in order for the **Company** to facilitate a Post-Reinstatement Monitoring Program as per Section 5(I)(e), above. Non-safety sensitive employees who take a **leave of absence** related to substance dependency are not required to self-disclose prior to their return to work however may do so in order to be eligible for the Post-Reinstatement Monitoring Program as per Section 5(I)(e).

e) Employees who use the **EFAP** must abide by the terms of the **EFAP** and provide the requisite consent(s) to use the **EFAP** services. Employees are also expected to follow through with the terms of the **EFAP** and any recommended treatment, see Section 7, Conditions of Employment.

9.0 SOCIAL AND BUSINESS EXCEPTIONS

a) **Consumption**

As an exception, **alcohol** may be consumed at certain social and business events reasonably associated with the **Company**, or while employees are on **Company business** or **Company premises**, when:

i. the consumption of **alcohol** is expressly permitted by management in advance; and

ii. any such consumption is conducted safely, with propriety, and in accordance with the law and this policy.

b) **Possession**

Beverages containing **alcohol** may be possessed on **Company premises** (for purposes other than consumption at social activities as per Subsection 9(a)) if they remain unopened and sealed at all times and only remain on **Company premises** for a temporary period of time. Examples of this exception include transporting for the purposes of providing or receiving a gift, and the resulting temporary storage of the unopened, sealed beverage on **Company premises**. In the case of vehicles, **alcohol** may only be transported as permitted by law. **Alcohol** cannot be transported in **Company** vehicles while the employee is driving on **Company business** or driving to **Company premises** where the majority of work being performed is safety-sensitive or the employee is in a **safety-sensitive position**.

c) Employees, supervisors and management must ensure that any exceptions granted under this Section do not contravene this policy or the law.

10.0 CONFIDENTIALITY

Confidentiality of personal information collected, used, disclosed or stored in relation to the application of this policy will be maintained except where disclosure is necessary for related health and safety concerns (e.g., there is deemed to be a potential for risk to employees, contractors, customers, the public, the **Company**'s property or surrounding property, the workplace or the environment), or where disclosure is required or permitted by applicable privacy legislation or other applicable law**.**

11.0 VERSION LOG

Version Number	Revision Date	Effective Date	Description
1.0	2003	2003	Initial version
2.0	September 2013	September 2013	Significant update
3.0	July 1, 2018	July 1, 2018	Updated to include both **cannabis for medical purposes** and recreational cannabis Updated to include pre-access testing for IPL employees General update
4.0	March 25, 2022	March 25, 2022	General update
5.0	August 8, 2024	August 8, 2024	General update
6.0	August 8, 2025	August 8, 2025	Review undertaken with external counsel; no edits made. Updated footer with new revision date.
7.0	August 7, 2026	August 7, 2026	General update

APPENDIX ONE: INTER PIPELINE DRUG & ALCOHOL POLICY
CONTRACTOR COMPLIANCE

1. The **Company** requires its contractors and their subcontractors to have in place and enforce a **drug and alcohol** policy that meets or exceeds the objectives of this policy and the law.
2. Contractors without **drug and alcohol** policies are required to implement a policy that minimally complies with this policy and the law.
3. The **Company** does not assume any liability over contractors, their employees or subcontractors, including human rights obligations, including the duty to accommodate, or cover costs of either testing or employee assistance providers.
4. Contractors, their employees and subcontractors and their employees shall not be construed as employees of the **Company**. This policy applies to contractors insofar as is necessary to promote the objective of workplace health and safety. No relationship of employment or co-employment exists, unless expressly provided under contract or written agreement.
5. The **Company** may require **drug and alcohol** tests of contractors' employees and agents and subcontractors' employees and agents or for contractors to demonstrate that their employees, agents and subcontractors' employees and agents have completed and passed **drug and alcohol** tests within a prescribed period of time prior to gaining access to **Company premises** or for reasonable cause or post-incident while on **Company premises**.
6. The **Company** may refuse access to, or remove from, **Company premises** a contractor or any of its employees and agents or any subcontractor's employees and agents who present or appear to present a risk to the health or safety of any **Company** employee, person, property, the public or the environment while on **Company premises** or **Company business** due to **drugs or alcohol** or after a positive or inconclusive **drug and alcohol** test result. Re-access will be granted at the discretion of the **Company** or subject to the terms of any contract or written agreement between the **Company** and the contractor.

APPENDIX TWO: INTER PIPELINE DRUG & ALCOHOL POLICY
NON-EMPLOYEE COMPLIANCE

Any individual that is not an employee of the **Company** but is performing services for the **Company** or for **Company business** under a contract for services directly with the **Company**, or through a temporary agency, or as a volunteer to the **Company**, is expected to comply with Sections 4, Standards, and 9, Social and Business Exceptions, and failure to comply can result in termination of the contract for services, the agency or other noncontractual relationship without further obligation by the **Company** to provide notice of termination of the contract for services, the agency or other non-contractual relationship. Sections 5, Testing, 6, Breach of Standards, 7, Conditions of Employment, and 8, Assistance and Support, do not apply to non-employees working under a contract for services or in agency or other non-contractual relationship with the **Company**.