

FOREIGN WORKER RECRUITER LICENCE SURETY BOND

Temporary Foreign Worker Protection Act, S.B.C. 2018, c.45 (the “Act”)

Bond No.: _____ Bond Amount: \$ _____ CDN
provide bond number *provide amount in Canadian dollars*

KNOW ALL PERSONS BY THESE PRESENTS that _____ being a corporation
provide name of Surety

created and existing under the laws of Canada, and duly authorized to transact business of suretyship in Canada, having an

office in British Columbia at _____
provide Surety’s full address for delivery of notices of the Surety

hereinafter called the "Surety", and _____
provide name of Licence Applicant or Licensee

doing business as _____
provide Trade Name(s)

hereinafter called the “Principal”, are held and firmly bound unto the Director hereinafter called the “Obligee”, in the

penal sum of \$ _____ CDN, lawful money of Canada, hereinafter called the “Bond Amount”,
provide amount in Canadian dollars

for the payment of which sum, well and truly to be made the Surety and Principal bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal submitted Application number: _____
provide Recruiter Application number in format RL-XXXX-XXXXXX

and dated _____ (hereinafter called the “Effective Date”) for a Licence to be issued pursuant to the Act,
provide date

and if such Licence is issued, then collectively, such Licence and such application hereinafter called the “Recruiter Licence”, and as part of and concurrently with such application the Principal has filed this Bond as security subject to and in accordance with the Act and the regulations made thereunder.

NOW, THE CONDITION of this obligation is such that if the Principal shall well and faithfully perform, observe and comply with and cause those for whom the Principal is responsible in law including the partners, affiliates and agents of the Principal, to perform, observe and comply with the Recruiter Licence and with the Act and the regulations made thereunder, including in connection with the Licence, then this obligation shall be void; otherwise this obligation shall be and remain in full force and effect, and on delivery, from time to time, to the Surety of written notice and demand from the Obligee of a Determination that the Licensee pay, and of a failure on the part of the Licensee to pay, fees, expenses, costs, interest, administrative penalties, monetary penalties or any other amount in accordance with the Act and regulations, the Surety will pay to the Obligee the amount or amounts set out in such Determination.

The Surety acknowledges that the Recruiter Licence is scheduled to expire at 11:59pm PST on the end date of _____ (the period from and after the Effective Date to
provide date, minimum 3 years preferred as the allowed licence period

such end date hereinafter called the “Initial Licence Period”) and that, subject to the terms of the Act and the regulations, the Recruiter Licence may be renewed for an additional period (hereinafter called the “Renewal Licence Period”), and the Surety agrees that by not later than 30 days before the expiration of the Initial Licence Period, the Surety shall deliver to the Obligee:

- (a) written notice that the Surety has elected to not extend this Bond as security for the Renewal Licence Period; or
- (b) a continuation certificate duly sealed and executed on behalf of the Surety and the Principal electing to extend this Bond, with the penal sum being an amount equal to the Bond Amount, as security for the Renewal Licence Period.

The Surety shall not be liable for any amount in excess of the Bond Amount in respect of the Initial Licence Period, provided that if the Surety elects to issue a continuation certificate, then the penal sum of this Bond in respect of the Renewal Licence Period is the sum of \$ _____ CDN, being the Bond Amount applicable in respect of
provide amount in Canadian dollars

the Renewal Licence Period, which sum is not and shall not be deemed to be reduced or otherwise depleted notwithstanding notices or demands having been issued by the Obligee or any payments having been made to the Obligee under this Bond in connection with or in respect of the Initial Licence Period

This Bond is in full force and effect from and after the Effective Date provided that no suit or action shall be instituted by the Obligee against the Surety, or by the Surety or the Principal against the Obligee, and no notice of Determination may be delivered by the Obligee to the Surety pursuant to this Bond, after the expiration of 36 months:

- (a) after the expiry of the Initial Licence Period of the Recruiter Licence, if the Surety elects to not extend this Bond as security for the Renewal Licence Period; or
- (b) after the expiry of the Renewal Licence Period of the Recruiter Licence, if the Surety elects to extend this Bond as security for the Renewal Licence Period.

All notices and demands to be given to the Surety under this Bond shall be given to the Surety at the address first above written to the attention of: _____
provide official office to which notice / demands are to be addressed

All payments made by the Surety under this Bond shall be made payable to the Minister of Labour.

Unless otherwise expressly provided for, capitalized words in this Bond have the definitions given to them in the Act and the regulations made thereunder, as they may be amended, repealed and replaced from time to time.

Sealed with the Common Seal of the Surety and dated this _____ day of _____, 20_____.

The Common Seal of the said _____ was hereunto affixed in the presence of
provide name of Licence Applicant or Licensee

Witness

Licence Applicant or Licensee

Attorney-in-fact [print name]

Attorney-in-fact [print name]