

Foreign Worker Recruiter Licence Surety Bond

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

Bond No.: _____
Provide bond number

Bond Amount: \$ _____
Provide amount in Canadian dollars

KNOW ALL PERSONS BY THESE PRESENTS that _____ being a corporation created and existing
Name of Surety

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

British Columbia at _____, hereinafter called the "Surety", and
Full address for delivery of notices of the Surety

_____ doing business as _____ hereinafter called the
Name of Licence Applicant or Licensee *Trade Name(s)*

"Principal", are held and firmly bound unto the Director hereinafter called the "Obligee", in the penal sum of

\$ _____, lawful money of Canada, hereinafter called the "Bond Amount", for the payment of which
Bond amount

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 No: _____ and dated
Recruiter Application Number

_____ (hereinafter called the "Effective Date") for a Licence to be issued pursuant to
Recruiter Application Date

the Act, 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 Oblige 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 Oblige 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 such end date hereinafter *Date of expiration of the Recruiter Licence* 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"), in which case this Bond will continue in full force and effect for such Renewal Licence Period unless the Surety has delivered to the Oblige prior written notice of termination in accordance with the terms of this Bond.

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 this Bond continues in force and effect in respect of the Renewal Licence Period, then the penal sum of this Bond in respect of the Renewal Licence Period is the sum of \$20,000.00 which sum is not and shall not be deemed to be reduced or otherwise depleted notwithstanding notices or demands having been issued by the Oblige or any payments having been made to the Oblige 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 the Surety may, on 90 days prior written notice delivered to the Oblige, terminate this Bond and provided further that no suit or action shall be instituted by the Oblige against the Surety, or by the Surety or the Principal against the Oblige, 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) In the case of the Surety having delivered written notice of termination, after the effective date of termination as specified in such written notice of termination, or
- (b) In the case of the Surety not having delivered written notice of termination, after the expiry of the Initial Licence Period or, if the Recruiter Licence has been renewed, then after the expiry of 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: _____.
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 Finance.

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_____

For the Surety – Attorney-in-Fact

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

Witness

Licensee

Attorney-in-Fact

Attorney-in-Fact