

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

Bond No.:

AMOUNT:\$

KNOW ALL PERSONS BY THESE PRESENTS that _____ being a corporation 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 _____, hereinafter called the "Surety", and _____ doing business as _____ hereinafter called the "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 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 this _____ (hereinafter called the "Effective Date") for a Licence to be issued pursuant to the Act and (if such Licence is issued, then collectively, such Licence and such application hereinafter is 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 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 _____ (the period from and after the Effective Date to 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"), in which case this Bond will continue in full force and effect for such Renewal Licence Period unless the Surety has delivered to the Obligee 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, regardless of the number of Renewal Licence Periods, if any.

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 Obligee, terminate this Bond and provided further 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) 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 the Bond shall be given to the Surety at the address first above written to the attention of:

Surety Department



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 _____ .

For the Surety Attorney-in-fact

The Common Seal of the said
was hereunto affixed in the presence of

doing business as

Witness

Licensee