



Work Abroad Network

H2A AGENCY & INDEMNITY AGREEMENT

THIS AGENCY & INDEMNITY AGREEMENT (the "Agreement") is entered into by and between WORK ABROAD NETWORK CORPORATION ("WAN"), and _____ ("EC") a US Employer Client having its principal place of business in the State of _____.

This Agreement is for the purpose of obtaining and defining representation by Work Abroad Network Corporation ("WAN") for your company during the _____ H2A visa season. This Agreement constitutes the entire agreement between the Work Abroad Network Corporation and your company and replaces any other agreements, whether written or verbal. Any changes to this Agreement must be in writing and signed by both parties.

Work Abroad Network Corporation provides professional services intended to assist US Employers in obtaining temporary, seasonal workers through the H2A non-immigrant visa program. Services includes obtaining approved labor certification from Department of Labor, I-129 approval from USCIS, recruitment of suitable foreign workers and support throughout season detailed on job order.

Work Abroad Network Corporation agrees to advise and represent your company during the process of applying for H2A visas during the _____ visa season. Work Abroad Network Corporation also agrees to prepare and file all necessary DOL Forms including, as needed, G-28, ETA 790, ETA 790 Attachments & ETA 9142 with supporting documentation, as well as to prepare and file USCIS Form I-129 with supporting documentation with the United States Citizenship and Immigration Service.

EC has agreed to retain WAN's services and WAN has agreed to provide its services for the purposes and upon the terms and conditions herein set out. Now, therefore, in consideration of the mutual promises and premises herein contained, both parties, intending to be legally bound, hereby agree as follows:

TERM: This agreement shall commence upon its execution by both WAN and EC and shall apply to arrangements made for the workers to perform work from the beginning date of need through the ending date of need as defined and accepted by US Dept. of Labor on Labor Certification Application (ETA 790, ETA Form 9142). This agreement shall automatically terminate at the end of this term.

COMPENSATION: WAN shall be compensated by EC for its services as set forth in Fee Schedule signed by Employer Client. Seeking or receiving payments from prospective employees as indicated at 20 CFR 655.20(p) is strictly prohibited and unlawful and EC agrees herewith to carry all costs associated with participating in this program and to not charge any program costs back to prospective employees.

***Fees do not include audits, investigations, or appeals, which are negotiated and agreed upon on a case by case basis. All fees to Work Abroad Network Corporation, including postage/Fed Ex fee, must be paid current before work will proceed to the next step.**

CONFIDENTIALITY: Employer Client understands and acknowledges that WAN may, from time to time, and for purposes of performing services under this Agreement only, disclose certain confidential information, including but not limited to trade secrets, know-how, business information, methods, forms, documents, reports, notes, records, and any other no public information or materials that are labeled, verbally identified, or reasonably understood to be confidential and proprietary. Employer Client hereby agrees (i) not to utilize any such confidential information for any purpose other than its specified purpose (ii) to not disclose any such confidential information to any third-party except those persons or entities authorized by WAN to take all reasonable measures to protect the secrecy of, and avoid disclosure or use of, all such confidential information. Employer Client hereby agrees that WAN shall be entitled to seek and obtain injunctive relief against a breach or threatened breach of the foregoing in addition to any other available remedies. This provision shall survive termination of this Agreement.

INDEPENDENCE: Employer Client and WAN is independently engaged in the operation of its own business, neither has any general authority to enter into any contract, assume any obligations, or to otherwise make any representations on behalf of the other except as otherwise expressly provided herein. WAN is an independent contractor and shall not be deemed to be an employer of any workers obtained by or for Employer Client and while WAN may assist Employer Client with advertisement and other H2A obligations, WAN will not recruit, solicit, hire, furnish, house, transport, or employ H2A workers, on Employer Client's behalf or otherwise. Hiring decisions are the exclusive right and responsibility of Employer.

AGENCY: Employer Client hereby agrees to hire WAN to provide services to Employer Client as set forth in Step by Step Procedure and Fee Schedule signed by Employer Client and incorporated herein by reference. Employer Client hereby appoints WAN as its lawful agent to perform on Employer Client's behalf all such acts, deeds, and services as may be necessary to accomplish the foregoing while agreeing and taking full responsibility to familiarize and be compliant to all H2A rules and regulations detailed in attached compliance review checklist. As required by 20 C.F.R \$655.135(k), Employer Client hereby forbids WAN and any of its agents from seeking or receiving payments or other compensation at any time from prospective or employed H2A workers.

For purposes of this paragraph, payment includes, but is not limited to, any direct or indirect fees paid for recruitment, job placement, processing, maintenance, attorney's fees, agent fees, application fees, or petition fees. Monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in-kind payments, and free labor. All wages must be paid free and clear. This provision does not prohibit employers or their agents from receiving reimbursement for costs that are the responsibility and primarily for the benefit of the worker, such as government-required passport fees.

DUTIES: Employer Client agrees to follow all state and federal laws and regulations related to the H2A visa process and employment of H2A visa workers, including wage and hour laws, employment laws, tax withholding, FLSA requirements and minimum prevailing wage requirements.

Employer Client agrees to comply in a timely manner with all requests made by WAN as reasonably necessary for the provision of its services to Employer Client hereunder. Employer Client agrees that any and all information provided to WAN will be true, accurate, and complete to the best of Employer Client's knowledge. Employer Client agrees to familiarize itself with the terms and conditions of employment stated by WAN on Employer Client's behalf in its labor certification application and in its written disclosure to prospective workers, and to comply with those terms and conditions. Employer Client further agrees to familiarize itself with all obligations imposed on it as an employer of US and/or foreign labor under any and all applicable state and federal law and regulations and with such reasonable policies as WAN may require, and to comply with those obligations and policies.

By signing this agreement, you authorize Work Abroad Network Corporation, to make any necessary changes to any paperwork filed on your behalf. We will give our best efforts in representing your interests in the H2A visa application process. However, we cannot control or predict the timing or outcome of proceedings before any state or federal agencies involved in the H2A visa process.

Effective representation involves Employer Client participation. If you will be expeditious in following our directives, then we will expedite our services and should be successful in getting your H2A visas.

REPRESENTATION: Employer Client and WAN each represents and warrants that it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Employer Client and WAN each agree and warrant that their respective affiliates, officers, members, partners, directors, managers, shareholders, owners, employees, and agents are PROHIBITED from soliciting or receiving any payment from foreign workers recruited for Employer Clients.

INDEMNITY: Employer Client, to the fullest extent permitted by law, expressly agrees to defend (at Employer Client's expense and with counsel retained by or agreed to for such purposes by WAN in its sole discretion) indemnify, and hold harmless WAN, its affiliates, and their respective officers, members, partners, managers, employees, agents, against any and all claims, damages, liability or losses, fines, penalties, and expenses of any kind, including attorney fees, arising or resulting from Client's breach of any of its representations, warranties, covenants, and agreements contained in this Agreement.

GOVERNING LAW AND JURISDICTION: This agreement shall be governed by and construed in accordance with the laws of California. Jurisdiction and venue for resolution of all disputes and claims under or related to this Agreement between the Employer Client and WAN shall rest exclusively and solely in the Circuit or General District Courts for the County of San Diego, California and Employer Client and WAN agree to take such actions as may be necessary to carry out the terms of this provision.

ENTIRE AGREEMENT: The parties hereby agree to incorporate by reference the following documents regarding the subject matter of this Agreement and shall be deemed to exist or bind either of the parties:

1. H2A Visa Application Process Flow Chart
2. H2A Program Fee Schedule & Checklist
3. H2A Compliance Review Checklist
4. H2A Agency & Indemnity Agreement

BINDING EFFECT: This agreement shall be binding on the parties and their respective heirs, successors, and assigns, except that Employer Client may not assign its duties hereunder without WAN's express written permission.

SEVERABILITY: Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or jurisdiction.

Please print, sign and date this Agreement where indicated, then return the signed agreement to our office with your administration fee check payable to Work Abroad Network Corporation. No checks will be cashed unless representation is agreed to in writing. The administration fee is non refundable.

Thank you for this opportunity to serve you. Please do not hesitate to call if you have any questions or comments.

Signature: _____

Print: _____

For Employer Client

Date: _____

Company: _____

Address: _____

Signature: _____

Print: _____

For: Work Abroad Network Corporation

Date: _____

Agent: _____

Address: _____

Contractual Third Party Agreement

The Employer Client and WAN contractually prohibit any agent or recruiter (or any agent or employee of such agent or recruiter) whom the employer engages, either directly or indirectly, in recruitment of H2A workers to seek or receive payments or other compensation from prospective workers.

“Under this agreement, Work Abroad Network’s officers in the US handles all the recruitment for all the countries directly from the US and are not engaged with any third party agents based in other countries. Any party that refers applicants to us are prohibited from seeking or receiving payments from any prospective employee of (EC) _____ at any time, including before or after the worker obtains employment. Payments include but are not limited to, any direct or indirect fees paid by such employees for recruitment, job placement, processing, maintenance, attorneys' fees, agent fees, application fees, or petition fees.”

Signature: _____

Print: _____

For: Work Abroad Network Corporation

Signature: _____

Print: _____

For: Employer Client

Work Abroad Network Recruitment Specialists (Agents)

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