開發信用狀申請書 APPLICATION FOR ISSUING AN IRREVOCABLE DOCUMENTARY CREDIT

申請日期:

奎	é—i	商業銀行 🔐		受理單位: 分行
		分未 或1 】 _{台照} MMERCIAL BANK	【20】信用狀號碼 CREDIT NO	. 【31C】日期 DATE
			透過通知 TO BE ADVISED B	
		REQUEST YOU TO ISSUE AN IRREVOCABLE		ABLE □全電 FULL CABLE
		CREDIT UPON THE FOLLOWING TERMS AND		
CONDI			EXPIRY DATE : PLACE : ☐ IN BENEFICIARY'S	S COLINTRY
通知銀	上行 ADV	ISING BANK:(倘未指定,則由銀行填寫)		BANK'S COUNTER
[50]	申請人	APPLICANT(英文名稱及地址)	【32B】信用狀金額(小寫): AMOUNT SAY(大寫):	
[59]	受益人	BENEFICIARY□為 OBU□最終受款地中國		_率 : ERANCE:+ % / - %
	[41]	以讓購/付款/承兌/延期付款方式在任一銀	行/通知銀行/開狀銀行之受益人所	f在地/開狀銀行櫃台使用
		受益人依商業發票金額全額/簽發以貴行		
		AVAILABLE WITH ANY BANK ADD		
		BY ☐NEGOTIATION ☐PAYMENT ☐ IN ☐BENEFICIARY'S COUNTRY ☐IS		PAYMENT
		OF BENEFICIARY'S DRAFT AT	DOING BANKO GOGIVIEK	
	[42]	見票/提單/簽發日後付款,並須符合	下列作記號之條件和檢附下列作言	己號之各項單據
			SHIPMENT DATE DAYS	
		DATE FOR FULL INVOICE VALUE DRA FOLLOWING CONDITIONS AND DOCU		ONDENT AGAINST THE
	F703	對付款/承兌/讓購銀行之指示:遠期信用;		生1 召掘,挂 告仁
	[78]	申請人負擔/受益人負擔	以刊 心田 本 逐 朔 信	
		INSTRUCTIONS TO THE PAYING /ACCEPT		天利息之遠期信用狀,另自
		/NEGOTIATING BANK:INTEREST ARE FOR		資 天。
١ _		APPLICANT'S ☐BENEFICIARY'S ACCOUNT	NT.	
_	[43P]	分批裝運 PARTIAL SHIPMENTS:□准:		
l	【43T】	轉運 TRANSHIPMENT:□准許 ALLO)
Ш	[44]	最後裝載日 LATEST DATE OF SHIPME	NT:	
		收貨地 PLACE OF RECEIPT: 裝載港/機場 PORT/AIRPORT OF LOAD	JING :	
		卸貨港/機場 PORT/AIRPORT OF DISCI		
		目的地 PLACE OF DELIVERY:		
	[45A]	貨物內容_COVERING:(請概括綜列,勿	7太冗長,但仍須儘可能加註物品	之數量及單價)
		□EXW □FAS □FOB □FCA □CFR	R LCPT LCIF LCIP LDPU	∐DAP ∐DDP
		□ (價格條件)		
	[46A]	所需單據 DOCUMENT REQUIRED:		
		1. 商業發票正本…份及副本…份標明… SIGNED COMMERCIAL INVOICE IN	ORIGINAL(S) AND COP	IES INDICATING THIS
		CREDIT NUMBER.	ONIGINAL(O) AND	ILO INDICATINO TITIO
		2. 全套減一份/全套海運提單以為抬頭人	,以為被通知人,註明運費待付	计/付訖,並標明
		□FULL SET LESS ONE □FULL SET		
		MADE OUT TO THE ORDER OF FIRST	COMMERCIAL BANK NOTIFY COLLECT PREPAID AND IN	
		CREDIT NUMBER.	COLLECT DEVICE AND IN	DIOATING THIS
		3 空運提單以為抬頭人,以為被通知人	、,註明運費待付/付訖,並標明	
		CLEAN AIR WAYBILL CONSIGNED TO		
			COLLECT PREPAID AND IN	DICATING THIS
	_	CREDIT NUMBER. 4 照發票金額%投保之全套正本/保險單	3,註册以同括华敝砬借口大厶繼	1月的抽1 纵从并依如与
	□ ,	4.炽贺亲金額70投休之至安止本/休險丰 背書,其保險範圍包括:		10 的地
		INSURANCE POLICY OR CERTIFICAT	E ALL THE ORIGINALS ENDOR	RSED IN BLANK FOR
		110% OF INVOICE VALUE STIPULATIN		

					VIE CURREN /(C)□2009□				CLAUSES	A.	ПС.	
		□協	會貨物保險	條款(航空贸	è)	INSTIT	UTE	CARGO (CLAUSES (A	AIR)		
					□2009□ □2009□							
									HUSES (CA	ikgo)		
	□從倉庫至倉庫條款 FROM WAREHOUSE TO WAREHOUSE											
□5.受益人/簽發之包裝單正本份及副本份												
̄ PACKING LIST IN ORIGINAL(S) AND COPIES SIGNED BY BENEFICIARY. □6.其他單據 OTHER DOCUMENTS:												
).八.) □產	地證明正本.	份及副本	份 CERTIF	ICATE OF O	RIG				ES.	
					份 CERTIF				ORIGINAL(S	,	PIES	
		□ 檢	:驗證明止本.	份及副本	份 INSPEC	TION CERT	IFIC	AIEIN C	RIGINAL(S	AND CO	PIES.	
	□7	, 受益	人證明書叙日	明各單據副	本和一份正本	運送單據/各	單據	副本已自貨	物裝載日後	日內直接」	以航	
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					BY BENEFICI CUMENTS AI							
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					.在信用狀有效					MENTS		
		PRE	SENTED BE	EYOND 21	CALENDAR	DAYS AFTE	R Th	HE DATE C	F SHIPME	NT BUT WIT	HIN	
		THE	VALIDITY C	OF THIS C	REDIT ARE A	CCEPTABLE	Ξ. 【 🧷	本項與 48 村	闌位僅可擇-	-填選】		
	71D]	費用	:所有國外	費用由申請	人負擔/除開制	·費用外由受	益人	負擔/包括厚	引 狀費皆由受	益人負擔		
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			OUNT.	JINFIINIVIIIN	G CHANGES	AKE FOR [FLICANI	O MPEINE	FICIANT 3		
	58A]	保兌	銀行 CONF	IRMATION	I PARTY:(倘	無指定保兌針	艮行	,毋須填寫)			
	53A]	補償	銀行 REIME	BURSEME	NT BANK : (1	由銀行填寫)						
	申請。		PLICANT:									
			RESS:									
	_	TEL :										
簽章 SIGNATURE OF APPLICANT(原留印鑑)												
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外匯營運處/外匯作業中心(發電單位)						受理單位			
經理	副理	核對	打字	經辦		經理	副理	經辦/木	

- 上項開發信用狀之申請倘蒙 貴行核准,申請人自願確切遵守下列各條款:
- IN CONSIDERATION OF YOUR GRANTING ABOVE REQUEST, I/WE HEREBY BIND MYSELF/OURSELVES DULY TO COMPLY THE FOLLOWING TERMS:
- 一、申請人於貴行開發不可撤銷信用狀之同時,先向貴行結購部份外匯充為保證金備作抵付前項信用狀項下匯票款及/或應付款項之用,結購時請貴 行發給「進口結匯證實書」以資證明。申請人並承認前述「進口結匯證實書」及/或「信用狀」上所載「信用狀金額」與「進口結匯證實書」上 所載「結匯金額」之差額即為貴行為申請人所墊款之金額,並同意以「進口結匯證實書」或貴行有關文件為其憑證。倘「進口結匯證實書」上所 顯示之外幣墊款金額與貴行實際墊款金額不符時,概以貴行有關文件或帳簿所載金額為準,絕無異議。
 - IWE HEREBY SETTLED WITH YOU FOR THE EXCHANGE AMOUNT AS A MARGIN OF ISSUING THIS DOCUMENTARY CREDIT UPON OUR APPLICATION. I/WE AGREE THAT THE SAID MARGIN WILL BE USED AS PREPAYMENT FOR THE RETIRING OF DRAFT(S) DRAWN UNDER AND / OR THE PAYMENTS DUE ON THIS DOCUMENTARY CREDIT. AT THE TIME OF THE SETTLEMENT, PLEASE ISSUE US YOUR "EXCHANGE SETTLEMENT CERTIFICATE FOR LETTER OF CREDIT". I/WE HEREBY FURTHER AGREED THAT, BASED ON THE "EXCHANGE SETTLEMENT CERTIFICATE FOR LETTER OF CREDIT" OR YOUR RELATIVE DOCUMENTS, THE DIFFERENCE BETWEEN THE AMOUNT OF DOCUMENTARY CREDIT SHOWN ON THE "EXCHANGE SETTLEMENT CERTIFICATE FOR LETTER OF CREDIT" OR THE "L/C AMOUNT" AND THE "AMOUNT SETTLED" SHOWN ON "EXCHANGE SETTLEMENT CERTIFICATE FOR LETTER OF CREDIT" IS REGARDED AS THE ADVANCE TO US. IF THE ADVANCE AMOUNT INDICATED ON THE "EXCHANGE SETTLEMENT CERTIFICATE FOR LETTER OF CREDIT" DOESN'T CONSIST WITH THE ACTURAL AMOUNT WITH YOU HAVE PAID UNDER THE SAID L/C FOR US. I/WE SHALL DEEM THE ACTURAL PAYMENT SHOWN IN YOUR RELATIVE DOCUMENTS OR BOOKS AS THE ADVANCED AMOUNT WITH OUT ANY OBJECTION ON OUR PART.
- 二、本申請書確與有關當局所發給之輸入許可證內所載各項條件及細則絕對相符,並已逐一遵守,倘因申請人對於以上任何各點之疏忽致信用狀未能如期開發,貴行概不負責。又貴行有刪改本申請書內之任何部份,俾與輸入許可證所載者相符之權,此外申請人應遵守國際商會現行適用之信用狀統一慣例與實務之規定。
 - THIS APPLICATION MUST BE IN STRICT ACCORDANCE WITH THE CONDITIONS, SPECIFICATIONS ETC, AS SET FORTH IN THE IMPORT PERMIT ISSUED BY THE COMPETENT AUTHORITY OF THE ROC GOVERNMENT IN THIS CONNECTION. YOU SHALL NOT HOLD RESPONSIBLE FOR ANY DELAY IN ISSUANCE OF DOCUMENTARYCREDIT DUE TO THE NEGLIGENCE ON THE PART OF THE APPLICANT WITH THIS REQUEST. YOU HAVE THE RIGHT TO ALTER OR EVEN DELETE ANY PART OR PARTS OF THIS APPLICATION SO AS TO BE CONSISTENT WITH THE PERMIT. THE APPLICANT IS ALSO REQUESTED TO OBSERVE THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARYCREDITS, THEINTERNATIONALCHAMBER OF COMMERCE, WHICH ARE IN EFFECT ON THE DATE OF ISSUE.
- 三、貴行為達成申請人之指示,得逕予指定另一銀行或金融機構為本信用狀項下匯票及/或單據及有關各項應付款項之付款人,或利用另一銀行或金融機構之服務,如此辦理之費用及風險,均歸申請人負擔。
 YOU ARE AUTHORIZED TO NOMINATE ANOTHER BANK OR FINANCIAL INSTITUTION TO HONOR OR TO PAY AGAINST A DRAFT AND/OR DOCUMENTS OR ALL THE SUMS THAT MAY BE DUED ON SAID DRAFT AND/OR DOCUMENTS, OR TO UTILIZE THEIR SERVICES FOR THE PURPOSE OF GIVING EFFECT TO THE INSTRUCTIONS OF THE APPLICANT FOR THE CREDIT, DO SO FOR THE ACCOUNT AND AT THE RISK OF THE LATTER.
- 四、關於本信用狀項下之匯票及/或單據等,如經費行或費行之代理行認為在表面上尚屬符合費行依本申請書所開發之信用狀條款之規定者,申請人願按期照付。
 I/WE HEREBY BIND MYSELF/OURSELVES DULY TO PAY AT YOUR OFFICES AT MATURITY UNDER THIS DOCUMENTARY CREDIT, IF
 - THE DRAFTS AND/OR DOCUMENTS APPEAR IN THE DISCRETION OF YOURSELVES OR YOUR AGENTS TO BE CORRECT ON THEIR FACE.
- 五、上項匯票或單據等,縱或在事後證實其為非真實或屬偽造或有其他瑕疵,概與貴行及代理行無涉, 仍應由申請人照付。
 I/WE AGREE TO DULY ACCEPT AND PAY SUCH DRAFTS, OR DOCUMENTS EVEN IF SUCH DRAFTS AND/OR DOCUMENTS SHOULD IN
 FACT PROVE TO BE INCORRECT, FORGED OR OTHERWISE DEFECTIVE, IN WHICH CASE NO RESPONSIBILITY SHALL REST WITH
 YOU, AND YOUR AGENTS.
- 六、本信用狀之傳遞錯誤、或延遲、或其解釋上之錯誤、及關於上述單據所載貨物、或貨物之品質或數量或價值等之有全部或一部份 滅失及或遲遞或 因未經抵達交貨地、以及貨物無論因在海面上或陸上運輸中或運抵後未經保險或保額不足或因承辦商或任何第三者之阻滯或扣留及其他因素等各 情, 以致喪失或損害時,均與貴行或貴行之代理行無涉,且在以上任何情形之下仍應由申請人照付。
 - I/WE FURTHER AGREE THAT YOU OR YOUR AGENTS ARE NOT RESPONSIBLE FOR ANY ERRORS OR DELAYS IN TRANSMISSION OR INTERPRETATION OF THIS DOCUMENTARY CREDIT OR FOR THE LOSS OR NON-ARRIVAL OF PART OR OF ALL THE AFORESAID DOCUMENTS, OR THE QUALITY, QUANTITY OR VALUE OF THE MERCHANDISE REPRESENTED BY SAME, OR FOR ANY LOSS OR DAMAGE WHICH MAY HAPPEN TO SAID MERCHANDISE, WHETHER DURING ITS TRANSIT BY SEA OR LAND OR AFTER ITS ARRIVAL OR BY REASON OF THE NON-INSURANCE OR INSUFFICIENT INSURANCE THEREOF OR BY WHATEVER CAUSE OR FOR THE STOPPAGE, OR DETENTION THERE OF BY THE SHIPPER OR ANY PARTY WHOMSOEVER, ENGAGING MYSELF/OURSELVES DULY TO ACCEPT AND PAY IN ALL LIKE INSTANCES.
- 七、與上述匯票及/或單據及有關之各項應付款項,以及申請人對貴行不論其現已發生、或日後發生已經到期或尚未到期之其他債務,在未清償以前,貴行得就本信用狀項下所購運之貨物、單據及賣得價金視同為自己所有,並應連同申請人所有其他財產:包括存在貴行及分支機構、或貴行所管轄範圍內之保證金、存款餘額等,均任憑貴行移作上述各種債務之共同擔保,以備清償各種債務之用。
 I/WE FURTHER AGREE THAT THE TITLE TO ALL PROPERTY WHICH SHALL BE PURCHASED AND/OR SHIPPED UNDER THIS DOCUMENTARY CREDIT THE DOCUMENTS RELATING THERETO AND THE WHOLE OF THE PROCEEDS THEREOF, SHALL BE AND REMAIN IN YOU UNTIL THE PAYMENT OF THE DRAFTS AND /OR DOCUMENTS OR OF ALL SUMS THAT MAY BE DUE ON SAID DRAFTS AND/OR DOCUMENTS OR OTHERWISE AND UNTIL THE PAYMENT OF ANY ALL OTHER INDEBTEDNESS AND LIABILITY, NOW OR HEREAFTER CREATED OR INCURRED BY ME/US TO YOU DUE OR NOT DUE, IT BEING UNDERSTOOD THAT SAID
- NOW OR HEREAFTER CREATED OR INCURRED BY ME/US TO YOU DUE OR NOT DUE, IT BEING UNDERSTOOD THAT SAID DOCUMENTS AND THE MERCHANDISE REPRESENTED THERE BY AND ALL MY/OUR OTHER PROPERTY INCLUDING SECURITIES AND DEPOSIT BALANCES WHICH MAY NOW OR HERE AFTER BE IN YOU OR YOUR BRANCHES POSSESSION OR OTHERWISE SUBJECT TO YOUR CONTROL SHALL BE DEEMED TO BE COLLATERAL SECURITY FOR THE PAYMENT OF ALL THE ABOVE-SAID DEBTS.

 八、如上述匯票到期而申請人不能照兌時、或貴行因保障本身權益認為必要時,貴行得不經通知而有權決定將上述財產(包括貨物在內)以公開或其
- (N) 如工证匯系到期间平确人作服然 以具行凶保障本身権益認為必要时,具行得不整通知而有権決定将工证财産(包括員物在內)以公開或其他方式自由變賣,就賣得償金扣除費用後抵償責行借墊各款,毋須另行通知申請人。
 I/WE HEREBY AUTHORIZE YOU TO DISPOSE OF THE AFOREMENTIONED PROPERTY BY PUBLIC OR PRIVATE SALE AT YOUR DISCRETION WITHOUT NOTICE ME/US WHENEVER I/WE SHALL FAIL TO ACCEPT OR PAY THE SAID DRAFTS AND/OR DOCUMENTS ON DUE DATES OR WHENEVER IN YOUR DISCRETION, IT IS DEEMED NECESSARY FOR THE PROTECTION OF YOURSELVES AND AFTER DEDUCTING ALL YOUR EXPENSES TO REIMBURSE YOURSELVES OUT OF THE PROCEEDS.
- 九、本信用狀如經展期或重開,及修改任何條件,申請人對於以上各款絕對遵守,不因展期、重開或條件之修改而發生任何異議。
 INCASE OF EXTENSION OR RENEWAL OF THIS DOCUMENTARY CREDIT OR MODIFICATION OF ANY KIND IN ITS TERMS, I/WE AGREE TO BE BOUND FOR THE FULL TERM OF SUCH EXTENSION OR RENEWAL, AND NOTWITHSTANDING ANY SUCH MODIFICATION.
- 十、本申請書之簽署人如為二人或二人以上時,對於本申請書所列各項條款,自當共同連帶及個別負其全部責任,並負責向貴行辦理一切結匯手續。 IN CASE THIS REQUEST IS SIGNED BY TWO OR MORE, ALL PROMISES OR AGREEMENTS MADE HEREUNDER SHALL BE JOINT AT SEVERAL, I/WE HEREWITH BIND MYSELF/OURSELVES TO SETTLE EXCHANGE ON DRAFTS DRAWN UNDER THIS DOCUMENTARY CREDIT WITH YOUR GOODSELVES.
- 十一、除另有約定外,關於本信用狀項下,申請人對貴行所負一切義務,如有下列情形之一者,貴行得以合理期間通知申請人後,暫停申請人各項業務關係與交易,且限制申請人不得繼續動用授信額度,或減少授信額度或縮短借款期限,或視為全部或部分到期、或逕行銷戶,終止各項業務關係:

- (一)貴行為控管洗錢及打擊資恐風險、執行洗錢防制作業及配合全球打擊犯罪之目的,於開狀後之各項交易及執行定期或不定期審查作業時,得請申請人提供必要之個人、公司、實質受益人、高階管理人或對申請人行使控制權之人等資料與交易性質、目的、資金來源之說明;而申請人拒絕提供前開必要之資料時。
- (二)貴行研判申請人所有之帳戶有涉及非法活動、疑似洗錢、資恐活動時。
- (三)申請人或其負責人、實質受益人、高階管理人、對申請人行使控制權之人為受經濟制裁或資恐防制法指定制裁之對象、外國政府或國際洗 錢防制組織認定或追查之恐怖分子或團體時。
- (四)實行得知或研判申請人或其負責人、實質受益人、高階管理人、對申請人行使控制權之人等之往來資金來源自貪瀆或濫用公共資產時。 UNLESS OTHERWISE AGREED, REGARDING ANY OBLIGATIONS OWED BY ME/US TO THE BANK UNDER THIS DOCUMENTARY CREDIT, IF ANY OF THE FOLLOWING EVENTS OCCURS, THE BANK MAY, AFTER GIVING ME/US A PRIOR NOTICE OR DEMAND FOR REPAYMENT WITHIN A REASONABLE PERIOD, SUSPEND ALL DEALINGS WITH ME/US AND FREEZE CREDIT LINE, REDUCE THE CREDIT LINE AVAILABLE TO ME/US, SHORTEN THE REPAYMENT TERM OF RELEVANT LOANS, DEEM PART OR ALL OF THE OBLIGATIONS DUE, OR DIRECTLY CLOSE ACCOUNT AND DETERMINE BUSINESS RELATIONS: (1) IN ORDER TO MANAGE RISK OF ANTI-MONEY LAUNDERING AND COUNTERING TERRORISM FINANCING, EXECUTE ANTI-MONEY
- (1) IN ORDER TO MANAGE RISK OF ANTI-MONEY LAUNDERING AND COUNTERING TERRORISM FINANCING EXECUTE ANTI-MONEY LAUNDERING PROCEDURES, AND STRENGTHERN GLOBAL COLLABORATION TO FIGHT CRIME, THE BANK COULD REQUIRE ME/US PROVIDING NECESSARY INFORMATION ABOUT INDIVIDUALS, COMPANIES, BENEFICIAL OWNERS, SENIOR MANAGERS, OR THE IDENTITY OF THE NATURAL PERSONS WHO ULTIMATELY HAVE A CONTROLLING OWNERSHIP INTEREST IN ME/US AND STATING TRANSACTION NATURES, PURPOSES, AND SOURCE OF FUND WHEN CONDUCTING TRANSACTIONS AND CUSTOMER DUE DILIGENCE REVIEW AFTER ISSUING THIS DOCUMENTARY CREDIT. HOWEVER, I/WE REFUSES TO OFFER THOSE INFORMATION MENTIONED ABOVE.
- (2) THE BANK DECIDES THAT MY/OUR ACCOUNT IS INVOLVED IN ILLEGAL ACTIVITIES, AND SUSPICION OF MONEY LAUNDERING OR TERRORISM FINANCING ACTIVITIES.
- (3) I/WE OR MY/OUR RESPONSIBLE PERSONS, BENEFICIARY OWNERS, SENIOR MANAGERS, THE IDENTITY OF THE NATURAL PERSONS WHO ULTIMATELY HAVE A CONTROLLING OWNERSHIP INTEREST IN ME/US IS IMPOSED ECONOMIC SANCTIONS, THE TARGET OF SANCTIONS UNDER COUNTER-TERRORISM FINANCING ACT, IDENTIFIED OR INVESTIGATED AS TERRORIST BY FOREIGN GOVERNMENT OR INTERNATIONAL ANTI-MONEY LAUNDERING ORGANIZATIONS.
- (4) THE BANK IS INFORMED OF OR DECIDES (REASONABLY SUSPECTS) THAT THE CURRENT FUNDS OF [ME/US OR MY/OUR RESPONSIBLE PERSONS, BENEFICIARY OWNERS, SENIOR MANAGERS, THE IDENTITY OF THE NATURAL PERSONS WHO ULTIMATELY HAVE A CONTROLLING OWNERSHIP INTEREST IN ME/US] TO BE DERIVED FROM THE NEGLIGENCE OF ONE'S DUTIES OR MISUSE OF PUBLIC ASSETS.