

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	AFFIDAVIT & EMPLOYMENT AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
CHUN-FU TSAI			09/09/2013
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<b>State/Country:</b>	TAIWAN		
<b>Postal Code:</b>	300		
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<b>SIGNATURE:</b>	/JOE MCKINNEY MUNCY/		
<b>DATE SIGNED:</b>	05/31/2019		
<b>Total Attachments: 15</b>			
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

First Named Inventor: CHANG, Yung-Fu	Examiner:
Application No.: 16/128,604	Art Unit:
Filed: 12 Sep 2018	Confirmation Number: 4621
Title: SEMICONDUCTOR DEVICE	
Attorney Docket No.: 5610/0558PUS1	

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**AFFIDAVIT**

Dear Sir:

I, YAO-RU CHANG, am a Senior Engineer of EPISTAR CORPORATION, a CORPORATION organized and existing under the laws of TAIWAN, R.O.C., and having a address of 21 Li-hsin Rd., Science-based Industrial Park, Hsinchu City, 300 TAIWAN, R.O.C..

Having firsthand knowledge of the facts, I hereby attest that the above-identified invention was made by Chun-Fu TSAI, together with Yung-Fu CHANG, Hsin-Chan CHUNG, Hung-Ta CHENG, Wen-Luh LIAO, Shih-Chang LEE, Chih-Chiang LU, Yi-Ming CHEN, Yao-Ning CHAN, while employed by EPISTAR CORPORATION.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

YAO-RU CHANG  
(Signature)

2019. 5. 6.  
(Date)

乙丑年  
四月  
日

本公司合立之股東人

關於本國或本國因本國而引起之糾紛，雙方同意回誠實信用原則解決。如有必要，雙方應必之訟。

一、乙類之如左

一、本局為防止之弊，除人力、物力、財力、及甲、乙、丙、丁、戊、己、庚、辛、壬、癸、十一種，並由本局派員分赴各縣，分別勸導，務使各縣人民，均能遵守，不得有誤。此布。

美二十條  
本令自施行之日起  
與本令之效力  
同一  
本令自施行之日起  
與本令之效力  
同一  
本令自施行之日起  
與本令之效力  
同一

第十一條 守衛警察

為執行存、換、和、換、核。

揭(露)至私人儲存空間(外部)信箱(或交付米糧)中允許之第三人。

[illegible]

毛、甲、乙、丙、丁、戊、己、庚、辛、壬、癸、十一、十二、十三、十四、十五、十六、十七、十八、十九、二十、二十一、二十二、二十三、二十四、二十五、二十六、二十七、二十八、二十九、三十、三十一、三十二、三十三、三十四、三十五、三十六、三十七、三十八、三十九、四十、四十一、四十二、四十三、四十四、四十五、四十六、四十七、四十八、四十九、五十、五十一、五十二、五十三、五十四、五十五、五十六、五十七、五十八、五十九、六十、六十一、六十二、六十三、六十四、六十五、六十六、六十七、六十八、六十九、七十、七十一、七十二、七十三、七十四、七十五、七十六、七十七、七十八、七十九、八十、八十一、八十二、八十三、八十四、八十五、八十六、八十七、八十八、八十九、九十、九十一、九十二、九十三、九十四、九十五、九十六、九十七、九十八、九十九、一百。

與開聯之務業義(爲)圖樹

但不限於其分子、子公司、關係企業或投資企業（業）任職或擔任董事、監察人、經理、業務執行業務等事項。

弟八條競業禁止

必無所出必求其利

[illegible][illegible][illegible][illegible]

四、本條係因乙之體弱，失血過多所致，經上級機關醫治，已獲痊癒，其於所限日期內，應即回國，並由甲知照，即應於時，持此事實證據之有據，或該所限日期，且須於所限日期內，持此事實證據，未如期回國，應予撤職。

一、二、三、四、五、六、七、八、九、十、十一、十二、十三、十四、十五、十六、十七、十八、十九、二十、二十一、二十二、二十三、二十四、二十五、二十六、二十七、二十八、二十九、三十、三十一、三十二、三十三、三十四、三十五、三十六、三十七、三十八、三十九、四十、四十一、四十二、四十三、四十四、四十五、四十六、四十七、四十八、四十九、五十、五十一、五十二、五十三、五十四、五十五、五十六、五十七、五十八、五十九、六十、六十一、六十二、六十三、六十四、六十五、六十六、六十七、六十八、六十九、七十、七十一、七十二、七十三、七十四、七十五、七十六、七十七、七十八、七十九、八十、八十一、八十二、八十三、八十四、八十五、八十六、八十七、八十八、八十九、九十、九十一、九十二、九十三、九十四、九十五、九十六、九十七、九十八、九十九、一百。

[illegible][illegible]

甲之  
三、二、一、  
甲乙  
之知通

[illegible]

認股義務  
 以下(方)之國庫券、  
 子女、  
 生計、  
 有限公司、  
 股份、  
 在國庫券、  
 由國庫券、  
 應國庫券、  
 雙份、  
 如交。

睡傳忌勞



EPISTAR

# 聘 僱 合 約



C1191

# 聘 僱 合 約

## Employment Contract

晶元光電股份有限公司 ( 以下簡稱甲方 ) 因業務需要 , 敬聘

先生 / 女士 ( 以下簡稱乙方 ) 在甲方服務 , 雙方合意締約如次 :

Epistar Corporation (hereinafter referred to as “the Company”), due to business

needs, employs Tsai, Chun-Fu Sir /Madam (hereinafter referred to as “the

Employee”)

to serve in the Company, both parties agree to sign Employment Contract as below :

第一條：忠誠義務

### Article 1 : Loyalty Obligations

一、 乙方應依甲方指定之職務及場所任事，並以善良管理人之注意，忠誠履行

甲方所交付之任務。

The Employee shall serve and comply with the duties and sites assigned from the Company , being a trustworthy administrator, faithfully fulfill the tasks entrusted from the Company.

二、 乙方應遵守甲方所制定管理規章之各項規定；甲方亦願依管理規章規定給

予乙方薪酬、福利等。

The Employee shall comply with various provisions of the management policies established from the Company; the Company is also willing to follow the rules and regulations of the management policies to give the Employee salaries, fringe benefits, etc.

第二條： 薪酬及其他

**Article 2 : Salaries and Others**

一、 甲方應給付乙方薪津報酬，其數額及方式另由甲方通知之。

The Company shall pay the Employee the salaries, the amount and manners would be notified by the Company.

二、 乙方就薪津報酬事項有保密之義務。

The employee shall bear the obligations of confidentiality of salaries.

三、 甲方得視社會物價水準及公司營運狀況和個人績效調整前述之薪酬。

The Company shall adjust the aforementioned salaries in accordance with the current cost of living, company's operating conditions, and individual performance .

四、 若甲方支付乙方之任何款項有溢付之情形，致乙方不當得利，經甲方以書

面要求乙方返還其溢領款項，乙方應即返還之。若乙方拒不返還，因而涉訟，甲

方得要求乙方負擔甲方支付予律師之所有相關費用，乙方不得拒絕。

If the Employee is overpaid by the Company , which causes unjust enrichment for the Employee, the Employee shall promptly return if it's requested in written notice asking the Employee to return the overpaid amount from the Company. If the Employee refuses to return and thus leads to lawsuit, the Company may request the Employee to bear the relevant lawsuit fees, and the Employee shall not refuse it.

第三條： 工作環境

**Article 3 : Working Environment**

甲方同意視公司財務狀況、地區環境、社會經濟水準，依勞工安全衛生法等相關

法令提供合理適當之工作環境。

The company agrees to provide reasonable and appropriate working environment in

accordance with the "Labor Safety and Health Law" and other relevant rules and regulations based on the Company's financial conditions, local environment, social and economic standards.

#### 第四條：機密資訊

#### Article 4 : Confidential Information

本合約稱「機密資訊」者，係指乙方於受聘期間創作開發、收集、或因職務關係而取得或知悉甲方及其員工以外之人員所不知或經甲方註明或標示「機密」、「限閱」或其他同義字之一切商業上、技術上或生產上之秘密；但不包括已公開或一般所知悉之資訊。

The Contract referred to as "Confidential Information" which means the creation/development, collection during the term of employment for the Employee, or any information acquired from the duties, or obtain certain information from the Company that non-employees are not aware of it, or any information remarked or labeled with "Confidential", "Restricted" by the Company, or secrets of other synonyms for all commercial, technic or production; however, the public or general information is not included.

#### 第五條：保密義務

#### Article 5: Non-disclosure Obligations

一、 乙方同意以善良管理人之注意，妥為保管其於受聘期間所知悉或持有之機密資訊並確保其秘密性，非經甲方書面同意，不得洩漏、告知、交付或移轉予他人或對外發表出版，違者願負民刑事及特別法責任。

The Employee, being a trustworthy administrator, agrees to have a safekeeping of the confidential information known or held during the term of his employment and



ensure its confidentiality. Without the Company's written consent, it's forbidden to disclose, inform, deliver or transfer to others, release or publish to the public. The violation would have to bear the responsibilities of civil and criminal laws, and other special laws.

二、 前項機密資訊包括甲方所持有或知悉依契約或法令對他人負有保密義務之機密資訊。

The aforementioned confidential information include the confidential information held by the Company, or the obligations for others' confidentiality in accordance with other agreements or laws.

三、 非乙方職務所應知悉之甲方機密資訊，乙方不得刺探或取得。乙方使用甲方機密資訊應限於其職務上所必須且限於受僱期間內。

The Employee shall not spy to acquire the Company's confidential information which shouldn't be known under the Employee's duties. The confidential information for the Employee to use should be limited to his duties and must be limited to the term of his employment.

四、 乙方因過失洩漏、交付其所知悉或持有之機密資訊時，應即告知甲方，如未盡告知義務者，視同違反本合約。

The employee shall immediately notify the Company about the confidential information known or held when it's leaked out or given carelessly. It would be considered as violation of the Contract if failing to fulfill the obligations to inform.

五、 本條保密約定不因本合約之終止或解除而失效。

Termination or dissolution of the Contract shall not invalid the confidentiality agreement.

六、 乙方同意於本合約存續期間或終止後，非經甲方書面同意，不得利用甲方之任何機密資訊為自己或他人從事或經營任何有損甲方權益之虞的業務。

The Employee agrees that under or after termination of the Contract, without the Company's consent notice, the Employee shall not take advantage of any confidential information from the Company for himself or others engaged in or operating any business would harm the interests of the Company.

第六條： 文件所有權

**Article 6 : Documents Ownership**

雙方同意所有記載或含有機密資訊之筆記、資料、參考文件、圖表等各種文件媒體之所有權皆歸甲方所有。乙方於離職或甲方請求時，乙方應立即交還甲方或其指定之人，不得留存。

Both parties agree that the ownership for all records containing confidential information on notes, data, reference documents, charts and various kinds of other Documents /media are owned by the Company. The Employee shall immediately return to the Company or the appointed personnel when leaving office or requested by the Company, and shall not keep them.

第七條： 智慧財產權

**Article 7 : Intellectual Property**

一、 雙方同意乙方於受聘期間於職務上所產生的構想、發現及所創作之發明著作 ( 包括各種型態之製造、行銷、研發等相關知識及技術 ) 或營業秘密，無論有無取得專利權、商標權、著作權，皆歸甲方所有。甲方如有登記、申請之需要，無論乙方是否在職，乙方均願無償提供必要之協助。

Both parties agree that the concept of invention, discovery, and the creation of works (including various types of manufacturing, marketing, research and development (R & D), and other related knowledge and skills) relating to the duties during the term of employment, or trade secrets, regardless the patents, trademarks, or copyrights are obtained or not, they are all owned by the Company. If the Company has a need for registration or application, the Employee shall provide necessary assistances free of charge regardless the Employee is under the

term of employment or not.

二、 雙方同意乙方於受聘期間於非職務相關之研究或開發之發明著作或營業秘密，如係利用甲方之資源或經驗者，甲方得於支付合理報酬後優先使用。乙方完成前述非職務上研究或開發之發明著作或營業秘密，應即以書面通知甲方，並應告知甲方其創作之過程。

Both parties agree that during the term of employment for the Employee; if the invention/publishing or trade secrets are generated from the non-job related research or development, and benefited from the Company's resources or experiences, the Company may have the priority to use them after a reasonable compensation is paid. Also, if the Employee have completed the aforementioned invention/publishing or trade secrets generated from the non-job related research or development, the Employee shall notify the Company in written notice, and also inform the developing processes.

三、 乙方同意自甲方離職之次日起六個月內，若完成與在甲方任職期間之職務有關之發明或創作，應即以書面通知甲方，且其專利申請權及專利權屬於甲方，乙方應依甲方要求，配合簽署專利申請所需之文件及適時提供其他任何必要協助。乙方對於提供該必要協助所支出之必要費用，得向甲方求償。甲方應依甲方制定之管理規章，頒發專利申請獎金與專利獲證獎金予乙方。若甲方決定放棄該專利申請權及專利權，得於該書面通知到達後三個月內，以書面通知乙方。

The Employee agrees that starting from the next day who leaves office within six (6) months from the Company, any completion of invention or creation relating to the duties during his term of employment in the Company, the Employee shall immediately notify the Company in written notice, and the right for patent application and patents are entitled to the Company. The Employee shall timely sign the required documents relating to the patent application and provide other necessary assistances in accordance with the Company's request. Regarding the necessary expenses incurred from the necessary assistances provided from the Employee, who may claim to the Company. The Company should award patent

application bonus and certified patent bonus for the Employee based on the management provisions from the Company. The Company should notify the Employee in written notice after the above written notice arrives within three (3) months if the Company decides to give up the right for patent application and the patent.

#### 第八條： 競業禁止

### Article 8 – Noncompetition

一、 乙方同意於受僱期間內及自甲方離職之次日起一年內，非經甲方事前之書面同意，不得為自己或他人從事與甲方有競爭關係之業務，或至與甲方有競爭關係之公司（包含但不限於其分、子公司、關係企業或轉投資企業）任職或擔任顧問以從事競業行為。乙方知悉並同意甲方依本合約所給付予乙方之薪資、獎金、津貼等薪資給付及福利，係乙方依本合約履行其義務（包括但不限於提供勞務、保守營業機密、遵守任職期間與離職後之競業禁止義務等）之對價與補償。

The employee agrees that during the term of his employment and starting from the next day he leaves office with in one (1) year, without the Company's prior written consent, the Employee is prohibited from engaging in any business for himself or others, employed or serving as consultant in other company (including but not limited to its branches, subsidiaries, affiliated companies or reinvested enterprises) with a competitive relationship to the Company. The Employee is aware and agrees that the wages, bonuses, allowances, benefits, and other packages given from the Company is based on the Contract; which is the right price and compensation for the Employee who fulfills his duties and obligations (including but not limited to providing services, keeping trade secrets, and conforming to the noncompetition obligations during and after his term of employment, etc.)

二、 乙方若違反前項競業禁止義務，應賠償甲方於離職前一年內自甲方受領之薪資報酬（包括薪資、獎金、津貼及分紅等）總額之兩倍，以作為乙方違反競業禁

止約定之懲罰性違約金，如乙方之違約行為涉嫌觸犯刑法（包含但不限於背信罪）或民法相關規定，甲方並得依法提出刑事告訴及民事求償。

If the Employee breaches aforementioned noncompetition obligations shall compensate double amount of the total wages (including salary, performance bonuses, allowances and bonuses, etc.) received from the Company one (1) year before leaving office to be the punitive damages for the Employee violating the noncompetition provisions. If the Employee's violation involved in the laws (including, but not limited to, breach of trust) or the relevant provisions of the Civil law, the Company may claim by criminal and civil laws for loss.

#### 第九條：資訊安全條款

### Article 9 : Information Security Terms

一、為保障甲方資訊（包含但不限於以紙本、電子方式或其他媒介保存之資訊）之機密性及完整性，甲方所提供予乙方使用之傳輸媒介(包含但不限於email，傳真機)僅限於使用在與甲方業務有關之事務，乙方禁止以任何型式（包含但不限於口頭、書面、Email、網頁、可攜式設備、FTP 等）將甲方資訊揭露、交付、外傳或複製（以下簡稱揭露）至私人儲存空間(含外部email 信箱)或交付予未經甲方允許之第三人。

To protect the confidentiality and completeness of the Company's Information (including, but not limited to, paper, electronic or other media to save the information). The transmission medias (including but not limited to email, fax machine) provided from the Company to the Employee is limited to use in the matters only relating to the business with the Company; the Employee is prohibited from disclosing, communicating, giving, photocopying (hereinafter referred to disclose) in any types of ways (including but not limited to, oral, written, Email, web, portable devices, FTP, etc.) to private storage space (including external email address) or deliver to third party without the Company's approval.

二、乙方因甲方業務需揭露甲方資訊時，應嚴格遵守甲方有關資訊安全之規定。

When the Employee needs to disclose Company's information for business, should strictly abide by the relevant information security terms of the Company.

三、為保護甲方資訊之安全與機密性，甲方得對乙方就資訊之使用、保存、揭露

或其他行為，執行存錄、檢查和稽核。

To protect the security and confidentiality of the Company's information, the Company may conduct the record, inspection, and audits on the behaviors for the usage, saving or disclosure from the Employee.

第十條：廉潔條款

#### **Article 10 : Honesty Terms**

乙方於受僱期間內不得利用職權為自己或他人謀取不正利益。

During the term of his employment, the Employee shall not seek improper benefits for himself or others with his authority of power.

第十一條：守法義務

#### **Article 11 : Law-abiding Obligations**

乙方承諾於受雇期間內即自甲方離職後，不得從事危害甲方權益或有危害之虞的

行為，如乙方之行為觸犯刑法或民法相關規定，乙方願負相應法律責任。

The Employee promises during the term of employment and after leaving office, shall not engage in any business that would or may harm the Company's interests. If the Employee's behavior violates the relevant provisions of criminal law or civil law, the Employee shall bear the corresponding legal responsibilities.

第十二條：合約生效

## **Article 12 : The commencement of the contract**

本合約均溯及乙方到職之日起生效, 甲乙雙方於本合約簽訂日前所為之任何與本合約抵觸的協議均失效。

The Contract becomes effective upon the arrival date of the Employee. Any agreement signed with both parties prior to the Contract will be considered invalidation if it has any contradictions with the Contract.

## **第十三條：合約終止或解除**

## **Article 13 : Contract termination or dissolution**

一、本合約之終止或解除, 除雙方另有約定外, 悉依「勞動基準法」及甲方相關管理規章之規定。

The expiration or termination of this Contract; unless otherwise agreed, shall conform to the "Labor Standards Law" and the relevant administrative regulations from the Company to proceed.

二、 乙方如有違反本合約之義務時, 甲方得逕行終止聘僱合約; 甲方終止權之行使, 不妨礙其損害賠償請求權之行使。

If the Employee violates obligations under the Contract, the Company may terminate the Employment Contract; The Company exercises the right for termination, which would not interfering the exercise of the right to claim damages.

## **第十四條：管轄法院**

## **Article 14 : Jurisdiction**

關於本合約或因本合約而引起之糾紛, 雙方同意秉誠信原則解決。如有訴訟之必要, 雙方同意以新竹地方法院為管轄法院。

About the Contract or disagreements arising from the Contract, both parties agree to settle it with good faith. If there is a necessary of litigation, both parties agree to be governed and construed with the Hsinchu District Court.

第十五條： 合約份數

### Article 15: Contract Copies

本合約一式二份，甲乙雙方各執一份，共茲信守。

The Contract is in duplicate, each party holds one of each copy, and hereby comply with the regulations with honor.

立合約書人：

甲方：晶元光電股份有限公司

簽約代表人：周銘俊

住 址：新竹科學工業園區新竹市力行五路五號

乙方：蔡均富

身份證字號：N124063994

住 址：彰化縣彰化市彰安里3鄰曉陽路201巷25

號

中 華 民 國 102 年 9 月 9 日

The Contract is made :

The Company : Epistar Corporation

Contracted representative: Zhou, Ming-Chun

Address : No. 5, Lixing Wu Rd, Hsinchu city, Hsinchu Science-Based Industrial Park

The Employee : Tsai, Chun-Fu

ID number : N124063994

Residential address : No. 25, Ln. 201, Xiaoyang Rd., Changhua City, Changhua County



500, Taiwan (R.O.C.)

Year/month/date: 2013/9/9