Form 10

NOTICE OF PROPOSED SIGNIFICANT TRANSACTION
(not involving an issuance or potential issuance of a listed security)[1]

Name of Listed Issuer:	**Orca Touchscreen Technologies Ltd.** (the "Issuer")
Trading Symbol:	**OAA**
Number of Outstanding Securities of the issuer Prior to Transaction:	**53,554,478 common shares**
Date of News Release Fully Disclosing the Transaction:	**The Transaction was announced and updated by news releases dated October 8, 2014, October 23, 2014, March 23, 2015, July 14, 2015, October 20, 2015 and December 18, 2015. Full disclosure of the closing of the Transaction is proposed to be announced by a news release to be issued on February 11, 2016, being at least one full business day after the date of this Form 10 Notice.**

1. Transaction

1. Provide details of the transaction including the date, description and location of assets, if applicable, parties to and type of agreement (eg: sale, option, license, contract for Investor Relations Activities etc.) and relationship to the Issuer. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material:

The Issuer, through its wholly-owned subsidiary, Orca Mobile Solutions Ltd. ("Orca Mobile"), has entered into a joint venture agreement (the "Agreement") dated February 10, 2016 and closing February 11, 2016 with Sollensys Corp., a South Korean owner of brands and goodwill ("Sollensys"), Fernando Rivera Carlos Sandoval, a Guatemala lawyer ("Sandoval"), Adrian Martinez Corral, a Guatemala lawyer ("Corral"), Adrian Oh, a Guatemalan businessman with South Korean business experience ("Oh"), and GwanJe Woo ("Woo") a South Korean touchscreen developer and manufacturing executive, by which the parties have agreed that:

(a) the Agreement shall govern the investment in and the management of the joint venture company, Sollen Mobile, S.A., ("Sollen Guatemala"), a company incorporated in Guatemala on November 14, 2014.

(b) Sollen Guatemala will develop, manufacture, market, service and refurbish electronic devices equipped with touchscreens, including but not limited to smartphones and smart tablets;

[1] If the transaction involved the issuance of securities, other than debt securities that are not convertible into listed securities, use Form 9.

(c) **Sollen Guatemala has the right to register in Guatemala and to use in the Territory (comprised of Guatemala, Latin America, Central America and southern Mexico) the tradenames "Sollen", "Sollen Mobile" and "Lucid" and the trademark shown below in Figure A;**



Figure A

(d) **unless earlier terminated by all parties or as a result of one party acquiring a 100% interest, the Agreement shall remain in full force and effect, however, such termination shall not relieve any Party from any obligations theretofore accrued but unsatisfied;**

(e) **Orca Mobile will pay USD $100,000 [*paid July 2014 and equivalent to approximately CAD $112,080*] to acquire 30% of the common shares of Sollen Guatemala on closing;**

(f) **Sandoval shall be Chairman of the Board of Sollen Guatemala and his local knowledge, contacts and experience have a deemed value of USD $100,000 for which Sandoval shall receive 30% of the common shares of Sollen Guatemala on closing;**

(g) **Corral shall oversee and pay all costs associated with the construction of a factory in Guatemala, and that those costs shall have a deemed value of USD $100,000 for which Corral shall receive 30% of the common shares of Sollen Guatemala on closing;**

(h) **Oh shall be general manager, vice president and legal representative of Sollen Guatemala and shall be responsible for sales in Guatemala, Latin America, Central America and Southern Mexico, for which Oh shall receive 3% of the common shares of Sollen Guatemala on closing;**

(i) **Sandoval, along with Woo, shall be a co-CEO of Sollen Guatemala[2];**

(j) **Woo, along with Sandoval, shall be a co-CEO of Sollen Guatemala, and Woo is central to the planning and coordination of the business, for which Woo shall receive 3% of the common shares of Sollen Guatemala on closing;**

(k) **the remaining balance of 4% of the common shares of Sollen Guatemala shall be reserved for any future contributors to Sollen Guatemala and issued at the discretion of the board of directors of Sollen Guatemala; and**

(l) **the board of directors of Sollen Guatemala shall be composed of 6 members and 3 alternatives, of which Orca, Sandoval and Corral shall each have the right to appoint 2 members and 1 alternate.**

The following parties to the Agreement are Related Persons to the Issuer: (a) Sollensys Corp., as one of its senior officers and principal holders is GwanJe Woo, President, CEO

[2] *Mr. Woo is a Korean resident. Guatemalan law does not permit a non-Guatemalan resident to act alone as CEO. Accordingly, Mr. Woo and Mr. Sandoval shall act together as co-CEOs.*

and a principal shareholder of the Issuer and CEO of Orca Mobile; and (b) GwanJe Woo, President, CEO and a principal shareholder of the Issuer and CEO of Orca Mobile.

2. Provide the following information in relation to the total consideration for the transaction (including details of all cash, non-convertible debt securities or other consideration) and any required work commitments:

   (a) Total aggregate consideration in Canadian dollars: **$112,080 (USD $100,000)**.

   (b) Cash: **$112,080 (USD $100,000)**.

   (c) Other: **None**.

   (d) Work commitments: **None.**

3. State how the purchase or sale price and the terms of any agreement were determined (e.g. arm's-length negotiation, independent committee of the Board, third party valuation etc).

   The Issuer's contribution and all other terms of the Agreement were determined by arm's-length negotiations with a majority of the other parties to the Agreement.

4. Provide details of any appraisal or valuation of the subject of the transaction known to management of the Issuer:

   None.

5. If the transaction is an acquisition, details of the steps taken by the Issuer to ensure that the vendor has good title to the assets being acquired:

   To ensure that it shall have good title to the 30% equity interest it is to acquire in Sollen Guatemala, the Issuer has:

   (a) partnered with familiar, experienced and trustworthy parties in that the Issuer has had prior business dealings with 3 parties (Sollensys, Oh and Woo) and, through them, the Issuer was introduced to the remaining 2 parties, Sandoval and Corral, who are both Guatemalan attorneys;

   (b) reviewed documents that confirm that Sollen Guatemala has been duly incorporated and organized pursuant to the Agreement; and

   (c) made numerous site visits to Guatemala to confirm that the factory has been properly constructed and equipped, that staff has been properly trained, and that factory operations are properly managed.

6. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the transaction (including warrants, options, etc.):

(a) Details of any dealer, agent, broker or other person receiving compensation in connection with the transaction (name, address. If a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer): **None.**

(b) Cash **None.**

(c) Other **None.**

7. State whether the vendor, sales agent, broker or other person receiving compensation in connection with the transaction is a Related Person or has any other relationship with the Issuer and provide details of the relationship.

Not applicable.

8. If applicable, indicate whether the transaction is the acquisition of an interest in property contiguous to or otherwise related to any other asset acquired in the last 12 months.

Not applicable.

2. Development

Provide details of the development. The disclosure should be sufficiently complete to enable reader to appreciate the significance of the transaction without reference to any other material:

Not applicable.

3. Certificate of Compliance

The undersigned hereby certifies that:

1. The undersigned is a director and/or senior officer of the Issuer and has been duly authorized by a resolution of the board of directors of the Issuer to sign this Certificate of Compliance.

2. To the knowledge of the Issuer, at the time an agreement in principle was reached, no party to the transaction had knowledge of any undisclosed material information relating to the Issuer, other than in relation to the transaction.

3. As of the date hereof there is no material information concerning the Issuer which has not been publicly disclosed.

4. The undersigned hereby certifies to the Exchange that the Issuer is in compliance with the requirements of applicable securities legislation (as such term is defined in National Instrument 14-101) and all Exchange Requirements (as defined in CNSX Policy 1).

5. All of the information in this Form 10 Notice of Proposed Significant Transaction is true.

Dated February 10, 2016.

GwanJe Woo
Name of Director or Senior Officer

/s/ "GwanJe Woo"

Signature

Chief Executive Officer
Official Capacity