JOINT VENTURE AGREEMENT

This Joint Venture Agreement is dated February 10, 2016;

AMONG:

ORCA MOBILE SOLUTIONS LTD., a body corporate organized and existing under the laws of the Province of British Columbia, Canada,

("**Orca**")

AND:

SOLLENSYS CORP. a body corporate organized and existing under the laws of the Republic of Korea,

("**Sollensys**")

AND:

FERNANDO RIVERA CARLOS SANDOVAL a lawyer, of Guatemala,

("**Sandoval**")

AND**:**

ADRIAN MARTINEZ CORRAL, a lawyer, of Guatemala,

("**Corral**")

AND:

ADRIAN OH, a businessman, of Guatemala,

("**Oh**")

AND:

GWANJE (FRANK) WOO, an individual, of the Republic of Korea,

("**Woo**")

WHEREAS

A. Orca is the private wholly-owned subsidiary of Orca Touchscreen Technologies Ltd. ("**Pubco**"), a company incorporated in the Province of British Columbia, Canada, whose common shares are listed for trading on the Canadian Securities Exchange, the Frankfurt Stock Exchange and the OTCQB marketplace, and a reporting issuer in the Canadian Provinces of Alberta, British Columbia and Ontario.

B. Further to a letter of intent among Pubco, Sollensys, and Sandoval dated September 30, 2014, Pubco through its subsidiary Orca, Sollensys, Sandoval, Corral, Oh, and Woo (collectively, the "**Parties**") now wish to formalize their intentions in this definitive joint venture agreement (the "**Agreement**").

C. The Parties have incorporated a new company bearing the name Sollen Mobile, SA ("**Sollen Guatemala**") under the laws of Guatemala, with incorporation documents being attached hereto as

Schedule A, to support their business objectives in Guatemala and other regions of Latin America as further detailed herein.

THE PARTIES HEREBY AGREE as follows:

GENERAL

1. The Parties acknowledge and agree that this Agreement shall be binding and govern the investment in and the management of Sollen Guatemala.

2. The Parties acknowledge that construction of a production facility located at the Technopark in Guatemala (see section titled "Headquarters" below) began in October 2014;

3. Sollen Guatemala will develop, manufacture, market, service and refurbish electronic devices equipped with touchscreens, including but not limited to smartphones and smart tablets, thereby allowing a smart and inexpensive way to allow access to telecommunications technology to large masses of people with mobile phones in Guatemala, or other regions contemplated herein, through various hardware and software applications (the "**Business**").

4. Sollen Guatemala shall have the right to register in Guatemala and to use in the Territory (as defined in section 15) the tradenames "Sollen", "Sollen Mobile" and "Lucid" and the trademark shown below in Figure A (collectively, the "**Brands**") during the term of this Agreement.



Figure A.

5. The Parties are agreed that the closing date for this Agreement shall be _____, 2016 (the "**Closing**" or "**Closing Date**").

6. Unless earlier terminated by agreement of all the Parties or as a result of one Party acquiring a 100% interest, this Agreement shall remain in full force and effect. Termination of this Agreement shall not, however, relieve any Party from any obligations theretofore accrued but unsatisfied.

INVESTMENT AND SHARES

7. **Orca**: Orca will pay $100,000 (USD) in exchange for 30% of the common shares of Sollen Guatemala on Closing.

8. **Sandoval**: Sandoval shall be the Chairman of the Board of Sollen Guatemala and has considerable local knowledge, contacts and experience which the Parties agree shall have a deemed value equal to $100,000 (USD) and for which Sandoval will receive 30% of the common shares of Sollen Guatemala on Closing.

9. **Corral**: Corral will oversee and pay for all costs associated with the construction of a factory in Guatemala. The Parties hereto agree that for the purposes of this Agreement those costs shall have a deemed value equal to $100,000 (USD) and for which Corral will receive 30% of the common shares in Sollen Guatemala on Closing.

10. **Oh**: Oh will be the General Manager, Vice President and Legal Representative of Sollen Guatemala, and Oh be responsible for sales in the Territory (as defined below). The Parties agree that Oh shall receive 3% of the common shares of Sollen Guatemala on Closing.

11. **Sandoval**: Sandoval, along with Woo, shall be a co-CEO of Sollen Guatemala.

12. **Woo**: Woo, along with Sandoval, shall be a co-CEO of Sollen Guatemala and Woo is central to the planning and coordination of the Business and the Parties agree that he shall receive 3% of the common shares of Sollen Guatemala on Closing.

13. **Remaining Shares**: The Parties agree that the remaining 4% of the common shares of Sollen Guatemala shall be reserved for any future contributors to Sollen Guatemala and will be issued at the will of the Board of Directors, with such Board of Directors being composed of members as set out herein.

14. **Sollensys**: The Parties acknowledge and agree that Sollensys has certain brand recognition and goodwill which may be utilized by Sollen Guatemala, but Sollensys shall not receive any common shares in Sollen Guatemala, nor shall it be a financial contributor to Sollen Guatemala, unless otherwise agreed in writing between the Parties.

TERRITORY

15. The territory of action for the Business initially will be Guatemala, but Sollen Guatemala shall also explore opportunities in other regions of Latin America, with special emphasis on Central America and southern Mexico (the "**Territory**"). It is the intent of the Parties that this Agreement govern the relationship between the Parties for all regions in the Territory.

BOARD OF DIRECTORS AND LEGAL REPRESENTATION

16. The Board of Directors of Sollen Guatemala will be composed of six members and three alternates to be appointed as follows:

    a) **Orca**: Shall have the right to appoint two board members and one alternate.

    b) **Sandoval:** Shall have the right to appoint two board members and one alternate. Sandoval shall be the Chairman of the Board of Directors.

    c) **Corral:** Shall have the right to appoint two board members and one alternate.

d) **Oh:** Shall be the General Manager, Vice President and Legal Representative of Sollen-Mobile. Oh shall be responsible for overseeing the financial reporting obligations as set out in the section which follows.

FINANCIAL REPORTING

17. Oh, as General Manager, Vice-President and Legal Representative of Sollen-Mobile, will be responsible for ensuring that financial statements for Sollen Guatemala are prepared in accordance with International Financial Reporting Standards (IFRS) and according to the following schedule:

a) *Interim un-audited financial statements* - to be disseminated to all the Parties hereto within 45 days of the end of each fiscal quarter (3 month period); and

b) *Annual audited financial statements* – to be disseminated to all the Parties hereto within 90 days of the end of each fiscal year end.

HEADQUARTERS

18. The legal and physical location of the Business will be:

Sollen Guatemala, S.A.,
ubicada en Kilómetro 67.5 Carretera CA-2 a Taxisco,
interior Complejo Industrial Tecnopark, Bodega F 14,
Escuintla, Escuintla, Guatemala

REGISTRATION OF BRANDS

19. The Brands shall be registered in the Guatemala intellectual property office by Rivers y Asociados as agent on behalf of Sollen Guatemala as registrant.

LEGAL ADVICE AND AUDIT

20. The Parties recognize the importance of appropriate professional advice and have decided to appoint as legal advisors, lawyers and notaries the law firm of Rivers & Associates, as well as Grant Thornton to act as the external auditors of Sollen Guatemala.

COLLABORATION AND OTHER CONTRIBUTIONS OF GOODS AND SERVICES

21. The Parties agree that the consideration being provided by all Parties pursuant to this Agreement has been properly valued and is justified in the market of Guatemala.

NOTICES

22. Any notice required or permitted under this Agreement shall be sent:

a) In the case of Orca or Sollensys:

1500 – 701 West Georgia Street
Vancouver, British Columbia, V7Y 1C6, Canada
Telephone: (604) 601-8504
Email: info@orcatouchtech.com

b) In the case of Sandoval:

6 ave 1-36 zona 14,
Edificio Plaza Los Arcos, Oficina 3ª
ciudad de Guatemala, Guatemala
Telephone : (502) 2337-2120
E-Mail : rivers.carlos@gmail.com

c) In the case of Corral:

6TA, Venida 1-36 Zona 14,
Edificio Plaza Los Arcos, 3ER, Nivel, Oficina 3A
Guatemala, C.A 01014
Tel : 502-2337-1920
Fax : 502-2337-5757

d) In the case of Oh:

6TA, Venida 1-36 Zona 14,
Edificio Plaza Los Arcos, 3ER, Nivel, Oficina 3A
Guatemala, C.A 01014
Tel : 502-5678-6503
E-mail: hit0118@hotmail.com

e) In the case of Woo:

14-4 Podowon-ro
Anyang-City, Kyunggido, Korea, 431-835
Tel: 82-010-4469-7723
Email: gjwoo@sollensys.co.kr

APPLICABLE LAWS

23. The laws of Guatemala shall govern this Agreement and the Business of Sollen Guatemala. All disputes shall be resolved by arbitration in equity in the chamber of commerce of Guatemala.

MODIFICATION OF AGREEMENT

24. Any modification of this Agreement must be in writing and signed by all Parties or it shall have no effect and shall be void.

COUNTERPARTS

25. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. All Parties hereto agree that delivery of signatures by way of fax or email constitutes valid and effective delivery as though such reproductions were executed originals.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

ORCA MOBILE SOLUTIONS LTD.

Per: */s/ "GwanJe Woo"*

_____

GwanJe Woo, CEO

SOLLENSYS CORP.

Per: */s/ "GwanJe Woo"*

_____

GwanJe Woo, CEO

/s/ "Fernando Rivera Carlos Sandoval"

_____

FERNANDO RIVERA CARLOS SANDOVAL

/s/ "Adrian Martinez Corrral"

_____

ADRIAN MARTINEZ CORRAL

/s/ "Adrian Oh"

_____

ADRIAN OH

/s/ "GwanJe Woo"

_____

GWANJE WOO

Schedule A

Incorporation Documents of Sollen Mobile, S.A.



Patente de Comercio de Empresa

REGISTRO MERCANTIL DE LA REPUBLICA

GUATEMALA, C. A.

No. 284527 -ACTUAL

La Empresa Mercantil