March 7, 2014
Sollensys Corporation
970 -98, Wolchul-dong Buk-gu
Gwangju, 400-460
KOREA

Attention: Frank Woo, President and Chief Executive Officer

Dear Sir,

Re: Letter Agreement – Technology License and Exclusive Distribution Agreement between Orca Mobile Solutions Ltd. ("Orca") and Sollensys Corporation (Sollensys)

The purpose of this Letter Agreement (this "Agreement") is to set forth the binding agreement among Orca and Sollensys whereby Orca will acquire an exclusive worldwide license (the "License") from Sollensys to use its touch screen panel technology (the "Technology") and an exclusive right from Sollensys to distribute the touch screen panels and other products manufactured by Sollensys (the "Distribution Agreement"). For the purposes of this Agreement, Sollensys and Orca are sometimes collectively referred to as the "Parties" and individually as a "Party".

This Agreement replaces the previous agreement between Sollensys and Orca, dated February 21, 2014.

Sollensys has spent over \$8,000,000 developing the Technology and its manufacturing facilities. Sollensys is seeking to enter into this agreement so it may generate revenues sufficient to complete the development of its manufacturing facility in Korea.

Orca has entered into a Plan of Arrangement and has applied to the Canadian Securities Exchange (the "CSE") to list its shares. It is in the process of raising funds and will complete a further financing of \$4,000,000 after it has listed on the CSE. The CSE listing is anticipated within 30 days. Of the \$4,000,000 to be raised, \$3,000,000 will be committed to financing Sollensys through the License and Distribution Agreement. A further \$1,000,000 will be committed to developing Orca's distribution network and marketing internationally.

The Parties will negotiate to enter into a long form agreement. Until such long form agreement is entered into, this Agreement shall govern the relationship between the Parties.

This Agreement supersedes and replaces all prior discussions, understanding and agreements among the Parties and contains the sole agreement among the Parties on this matter. The terms and conditions contained herein are binding.

A summary of the principal terms and conditions of this Agreement are as follows:

License:

Sollensys hereby grants to Orca an exclusive worldwide license to use the Technology for a period of 6 years.

Distribution Agreement:

Sollensys hereby grants to Orca an exclusive worldwide right to sell and distribute all products manufactured by Sollensys for a period of 6 years.

Business of Sollensys:

Sollensys is a technology company with expertise in touch screen panels. Sollensys has its headquarters in Korea and a Research and Development Centre in San Jose, CA.

Royalty:

In consideration of the exclusive license and exclusive distribution rights, Orca will pay Sollensys:

- 1. 10% of the revenues received by Orca derived from the License; and
- 80% of the net revenues (all revenues less taxes, transportation and other distribution costs) received by Orca, derived from sales of products made by Sollensys and sold or distributed by Orca.

(the "Royalty").

## **Payment Schedule:**

As a guarantee advance payment of the Royalty, Orca shall pay to Sollensys \$3,000,000. The payment schedule shall be as follows:

August 30, 2014	-	\$5,000
September 30, 2014	-	\$5,000
October 30, 2014	-	\$5,000
November 30, 2014	-	\$5,000
December 30, 2014	-	\$5,000
January 30, 2015	-	\$177,000
February 30, 2015	-	\$187,000
March 30, 2015	-	\$187,000
April 30, 2015	-	\$202,000
May 30, 2015	-	\$202,000
June 30, 2015	-	\$202,000
July 30, 2015	-	\$202,000
August 30, 2015	-	\$202,000
September 30, 2015	-	\$202,000
October 30, 2015	-	\$202,000
November 30, 2015	-	\$202,000

December 30, 2015 - \$202,000

January 30, 2016 - \$202,000

February 30, 2016 - \$202,000

March 30, 2016 - \$202,000

# (the "Payment Schedule")

At any point, Orca may make additional payments to Sollensys and these payments will be deducted from the subsequent payments due pursuant to the Payment Schedule.

### **Termination:**

At the option of Orca, Orca may terminate the Agreement if any of the following financing requirements are not met:

- 1. \$1,000,000 raised by October 31, 2014; and
- 2. an additional \$2,000,000 by October 31, 2015.

If Orca terminates the Agreement then any payments made under the Payment Schedule will be forfeited and shall not be repaid by Sollensys.

## **Due Diligence:**

Within 14 days of signing this Agreement, Sollensys will provide Orca with the following information (the "**Information**"):

- 1. copies of the registered and unregistered trademarks and patents of the Technology;
- 2. copies of any documents granting rights over the Technology, *inter alia* contracts, distribution rights, restrictive covenants and licenses;
- a list of any court actions threatened or pending against Sollensys or the Technology; and
- 4. a current list of assets and liabilities

#### **Option to Purchase:**

Sollensys previously entered into an agreement with the U.S. public company, Sollensys Corp. (the "**Pubco**"), through which it completed a share exchange and Sollensys became a wholly owned subsidiary of the Pubco (the "**Share Exchange**"). Pubco and Sollensys were unable to complete all of the requirements of the Share Exchange and comply with all of the terms. Pubco therefore intends to rescind the Share Exchange. Upon the Share Exchange being rescinded, the shareholders of Sollensys will agree to grant Orca an option to purchase all of the issued and outstanding common shares of Sollensys at a price of \$0.0001 per share. There are currently no more than 40 million common shares of Sollensys issued and outstanding. No further shares, options, warrants or other derivative securities shall be issued, approved or transferred by Sollensys without the written and express approval of Orca.

Each of the Parties will at all times hereafter execute and deliver, at the Additional **Documents:** 

request of another Party, all such further documents and instruments and will do and perform all such further acts as may be reasonably required by the other Party to give full effect to the intent and meaning

of this Agreement.

**Canadian Funds:** All references to currency in this Letter shall be to Canadian dollars.

**Governing Law:** This Agreement shall be exclusively governed by and construed in

accordance with the laws of the Province of British Columbia and the

federal laws of Canada applicable therein.

Sollensys hereby warrants that its directors have approved the execution of this Agreement and, subject to the conditions precedent and other conditions above, the completion of Agreement.

If the foregoing is acceptable to you, kindly sign this Agreement where indicated below and return a copy to the undersigned on or before 5:00 p.m. (Vancouver time), March 10, 2014, otherwise the offer to enter into this Agreement will forthwith terminate and be of no further force and effect.

Yours truly,

ORCA MOBILE SOLUTIONS LTD.
Per:
<u>"Matthew Genovese"</u> Authorized signatory
ACCEPTED this 10 <sup>th</sup> day of March, 2014.
SOLLENSYS CORPORATION
"Frank Woo"

Authorized signatory