

Patent and Technology License Agreement

This Patent and Technology License Agreement is made this 12th day of May, 2014 (the "Agreement").

BETWEEN:

SOLLENSYS CORPORATION, a corporation incorporated pursuant to the laws of Korea, with an office located at with an address at 970 – 98 Wolchul-dong, Buk-gu, Gwangju, 500-460, Korea.

("Licensor")

AND:

ORCA MOBILE SOLUTIONS LTD., a corporation incorporated under the laws of British Columbia with a registered office located at Suite 1820, 925 West Georgia Street, Vancouver, British Columbia, V6C 3L2.

("Licensee")

Each a "party", together, the "parties")

WHEREAS:

- A. Licensor has invented, developed and/or acquired the Licensed Technology and the Licensed Patents (as defined below);
- B. Licensee wishes to obtain a license to use the Licensed Technology and Licensed Patents to make, market and sell products and services; and
- C. Licensor wishes to grant Licensee a license to the Licensed Technology and Licensed Patents on the terms and conditions set out below.

NOW THEREFORE, in consideration of the premises and the faithful performance of the covenants herein contained it is agreed as follows.

Article I - DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

- 1.1 **Confidential Information:** Shall mean means the terms and conditions of this Agreement, and any and all discoveries, inventions, processes, methods, techniques, know-how, trade secrets, and intellectual property and proprietary rights relating to the Licensed Patent Rights, expressed in whatever form and may include technical information, procedures, formulae, protocols, software, specifications, flowcharts, instructions, research, financial or marketing data, business plans, patent applications, and other documents and materials, and all modifications, variations, updates, enhancements and improvements thereof, that are disclosed by one party to the other party during the Term of this

Agreement. Confidential Information may include unique combinations of separate items, which individually may or may not be confidential. However, "Confidential Information" does not include:

- a. information that is in the public domain at the time it is received by the receiving party;
 - b. information that after receipt thereof by the receiving party enters the public domain other than through a breach of this Agreement by the receiving party;
 - c. information that the receiving party can show was, prior to receipt thereof from the disclosing party, lawfully in the possession of the receiving party and not then subject to any obligation on the part of the receiving party to maintain the confidentiality thereof;
 - d. information that the receiving party can show was independently developed by employees, agents or consultants of the receiving party without any knowledge or use of the information disclosed by the disclosing party under this Agreement; or
 - e. information that is approved in writing by the disclosing party for disclosure, provided that the disclosure by the receiving party was made in accordance with the terms of such approval.
- 1.2 **Exclusive License:** Shall mean a license, including the right to sublicense, whereby Licensee's rights are sole and entire and operate to exclude all others, including Licensor and its affiliates except as otherwise expressly provided herein.
- 1.3 **Field of Use:** Shall mean all fields unless expressly set out in Schedule "A" attached to this Agreement;
- 1.3 **Intellectual Property Rights:** Shall mean any and all inventions, materials, Know-how, trade secrets, technology, formulas, processes, ideas or other discoveries conceived or reduced to practices, whether patentable or not.
- 1.4 **Know-how:** Shall mean any and all technical data, information, materials, trade secrets, technology, formulas, processes, and ideas, including any improvements thereto, in any form in which the foregoing may exist, now owned or co-owned by or exclusively, semi-exclusively or non-exclusively licensed to any party prior to the date of this Agreement or hereafter acquired by any party during the term of this agreement.
- 1.5 **Licensed Patents** means the patents and patent applications listed in Schedule A attached to this Agreement which are owned by the Licensor, including any renewal, division, continuation, continued prosecution application or continuation-in-part of any such patents and applications, any and all patents or certificates of invention issuing thereon, and any and all reissues, re-examinations, extensions, divisions, renewals, substitutions, confirmations, registrations, revalidations, revisions, supplementary protection certificates and additions of or to any of the foregoing, and any foreign counterparts of any of the foregoing.
- 1.6 **Licensed Patent Rights:** Shall mean:

- a. The Licensed Patents;
 - b. Any and all improvements developed by Licensor, whether patentable or not, relating to the Licensed Patent Rights, which Licensor may now or may hereafter develop, own or control;
 - c. Any or all patents, which may issue on patent rights and improvements thereof, developed by Licensor and any and all divisions, continuations, continuations-in-part, reissues and extensions of such patents;
 - d. The Licensed Technology; and
 - e. Any and all Intellectual Property Rights relating to, derived from or attaching to the Licensed Patents and Licensed Technology
- 1.7 **Licensed Product(s):** Shall mean any materials, compositions, techniques, devices, methods or inventions relating to or based on the Licensed Patent Rights, developed on the date of this Agreement or in the future by either Licensee or Licensor. Excluded Licensed Products are attached in Schedule B.
- 1.8 **Licensed Technology:** Shall mean:
- a. any and all discoveries, inventions, process, methods, techniques, know-how, and intellectual property and proprietary rights, expressed in whatever form including technical information, processes, procedures, cell lines, methods, formulae, protocols, software, specifications, instructions, data, documents and materials that are owned by the Licensor during the Term, in the Field of Use and Territory (including those contained in or directly relate to the Licensed Patents); and
 - b. any and all modifications, variations, updates, enhancements and improvements owned by the Licensor during the Term in and to any of the foregoing in paragraph (a) that are conceived or reduced to practice by one or more of the inventors, principal investigators and/or other individuals of Licensor or Licensee;
- 1.9 **Royalty (ies):** Shall mean revenues received in the form of cash and/or equity from holdings from Licensees as a result of licensing and using, selling, distributing, making, having made, sublicensing or leasing of Licensed Patent Rights.
- 1.10 **Royalty Due Dates:** Shall mean the last day of December of each year during the Term of this Agreement, regardless of the Payment Schedule for the advanced payment of Royalties provided herein.
- 1.11 **Sublicense:** Shall mean and individual, entity or person that is expressly licensed by Licensee, pursuant to the authority granted in this Agreement to grant sublicenses to the Licensed Patent Rights.
- 1.12 **Sublicense Revenue:** Shall mean all revenues, receipts, monies and the fair market value of any shares or other securities and all other consideration directly or indirectly collected or received whether by way of cash credit or other value received by Licensee pursuant to each sublicense agreement relating to the Licensed Patent Rights.

- 1.13 **Term:** Shall have the meaning ascribed to it in section 9.1.1.
- 1.14 **Territory:** Shall mean means the world unless expressly set out in Schedule A attached to this Agreement

ARTICLE II- GRANT OF EXCLUSIVE LICENSE

- 2.1. **Licensor** hereby grants to Licensee an Exclusive License to the Licensed Patent Rights, to make, have made, use, sell, distribute and lease the Licensed Products in the Territory.
- 2.2 **Licensor** retains the right to continue to use Licensed Patent Rights in any way for non-commercial purposes.

ARTICLE III- LICENSE PAYMENTS

- 3.1 **Initial payment and royalty fees.** For the Exclusive License herein granted:
- a. Licensee shall pay Licensor 10% of the revenues received by Licensee derived from the Licensed Patent Rights pursuant to the Exclusive License granted; and
 - b. Licensee shall pay Licensor 80% of net revenues (defined as revenue less taxes, transportation costs and other distribution costs) received by Licensee, derived from the sale of Licensed Products made by Licensor and sold or distributed by Licensee.
- 3.2 **Sublicenses.** The granting and terms of all sublicenses is entirely at Licensee's sole discretion provided that all sublicenses shall be subjected to the terms and conditions of this Agreement, unless otherwise agreed between Licensee and Licensor.
- 3.3 **Advanced royalty payments:** Licensee will pay Licensor advanced Royalties pursuant to the Payment Schedule attached as Schedule C to this Agreement. Pay.
- 3.4 **Payments:** All sums payable by Licensee hereunder shall be paid to Licensor in lawful money of Canada.

ARTICLE IV - REPORTS, BOOKS AND RECORDS

- 4.1 **Reports.** Within thirty (30) days after the end of the calendar year period during which this Agreement shall be executed and delivered, Licensee shall make a written report to Licensor setting forth the revenues and of Licensed Patent Rights sold, leased, distributed or used by Licensee and total sublicensing receipts during the annual period. If there are no revenues or sublicensing receipts, a statement to that effect shall be made by Licensee to Licensor. At the time each report is made, Licensee shall pay to Licensor the Royalties or other payments shown by such report to the payable hereunder, and any set-off in respect to the Payment Schedule.
- 4.2 **Books and records.** Licensee shall keep books and records in such reasonable detail as will permit the reports provided for in section 4.1 to be determined. Licensee further agrees to permit such books and reports to be inspected and audited by a representative or representatives of Licensor to the

extent necessary to verify the reports provided for in section 4.1, provided, however, that such representative or representatives shall indicate to Licensor only whether the reports and Royalties paid are correct, and if not, the reasons why not.

ARTICLE V - MARKING

- 5.1 Licensee agrees to mark or have marked all Licensed Products made, used, sold, distributed or leased by it or its sublicensees under the Licensed Patent Rights, if and to the extent such markings shall be practical, with such patent markings as shall be desirable or required by applicable patent laws.

ARTICLE VI – REPRESENTATIONS AND WARRANTIES OF LICENSOR

- 6.1 Representations and Warranties of Licensor. Licensor represents, warrants and covenants that:
- a. It has the authority to enter into this Agreement and perform its obligations under this Agreement;
 - b. Entering into and performance of this Agreement will not conflict with, or reach, any express or implied obligation or duty owed to any other person;
 - c. The Licensed Patent Rights granted hereunder are free and clear of all liens, and encumbrances; and
 - d. To the best of its knowledge and belief, the Licensed Patent Rights do not, as of the date hereof, infringe on any patent, copyright, trade secret or other intellectual property right of a third party.

ARTICLE VII - IRREVOCABLE JUDGMENT WITH RESPECT TO VALIDITY OF PATENTS

- 7.1 If a judgment or decree shall be entered in any proceeding in which the validity or infringement of any claim of any patent under which the Exclusive License hereunder granted shall be in issue, which judgment or decree shall become not further reviewable though the exhaustion of all permissible applications for rehearing or review by a superior tribunal, or through the expiration of the time permitted for such application, (such a judgment or decree being hereinafter referred to as an irrevocable judgment) the construction placed on any such claim by such irrevocable judgment shall thereafter be followed not only as to such claim, but also as to all claims to which such instruction applies, with respect to acts occurring thereafter and if an irrevocable judgment shall hold any claim invalid, Licensee shall be relieved thereafter from including in its reports hereunder that portion of the Royalties due under ARTICLE III payable only because of such claim or any broader claim to which such irrevocable judgment shall be applicable, and from the performance of any other acts required by this Agreement only because of any such claims.

ARTICLE VIII – TERMINATION

8.1 Termination by Licensee.

Option of Licensee: Licensee may terminate the license granted by this Agreement, provided Licensee shall not be in default hereunder, by:

- a. Giving Licensor ninety (90) days notice to its intention to do so. If such notice shall be given, then upon the expiration of such ninety (90) days the termination shall become effective; but such termination shall not operate to relieve Licensee from its obligation to pay Royalties or to satisfy any other obligations, accrued hereunder prior to the date of such termination, except that no further advance Royalties shall be due after the date of such termination.
- b. Default in the performance of any other material obligation contained in this Agreement on the part of Licensor to be performed and such default shall continue for a period of thirty (30) days after Licensee shall have given to Licensor written notice of such default.
- d. Adjudication that Licensor is bankrupt or insolvent.
- e. The filing by Licensor of a petition of bankruptcy, or a petition or answer seeking reorganization, readjustment or rearrangement of its business or affairs under any law or governmental regulation relating to bankruptcy or insolvency.
- f. The appointment of a receiver of the business or for all or substantially all of the property of Licensor; or the making by Licensor of assignment or an attempted assignment for the benefit of its creditors; or the institution by Licensor of any proceedings for the liquidation or winding up of its business or affairs.

8.2 Termination by Licensor.

Option of Licensor: Licensor may, at its option, terminate this Agreement by written notice to Licensee in case of:

- a. Default in the payment of any Royalties required to be paid by Licensee to Licensor hereunder
- b. Default in the making of any reports required hereunder and such default shall continue for a period of thirty (30) days after Licensor shall have given to Licensee a written notice of such default.
- c. Default in the performance of any other material obligation contained in this Agreement on the part of Licensee to be performed and such default shall continue for a period of thirty (30) days after Licensor shall have given to Licensee written notice of such default.
- d. Adjudication that Licensee is bankrupt or insolvent.
- e. The filing by Licensee of a petition of bankruptcy, or a petition or answer seeking reorganization, readjustment or rearrangement of its business or

affairs under any law or governmental regulation relating to bankruptcy or insolvency.

- f. The appointment of a receiver of the business or for all or substantially all of the property of Licensee; or the making by Licensee of assignment or an attempted assignment for the benefit of its creditors; or the institution by Licensee of any proceedings for the liquidation or winding up of its business or affairs.

8.3 Effect of termination.

Termination of this Agreement shall not in any way operate to impair or destroy any of Licensee's or Licensor's right or remedies, either at law or in equity, or to relieve Licensee of any of its obligations to pay Royalties or to comply with any other of the obligations hereunder, accrued prior to the effective date of termination. In the event Licensee exercised its right to terminate this Agreement pursuant to section 8.1(c), then any payment made under the Payment Schedule shall be forfeited by licensee and shall not be repaid by Licensor, and no further payments as advance Royalties under the Payment Schedule shall be due. .

8.4 Effect of delay, etc.

Failure or delay by either party to exercise its rights of termination hereunder by reason of any default by the other party in carrying out any obligation imposed upon it by this Agreement shall not operate to prejudice such party's right of termination for any other subsequent default by the other party.

8.5 Return of Licensed Patent Rights.

Upon termination of this Agreement, all of the Licensed Patent Rights shall be returned to Licensor. In the event of termination of the Agreement by Licensee, Licensee shall grant to Licensor a non-exclusive, royalty-free license, with the right to sublicense, to manufacture, use and sell improvements including all Know-how to Licensed Patent Rights made by Licensee during the period of this Agreement prior to the termination, to the extent that such improvements are dominated by or derived from the Licensed Patent Rights.

ARTICLE IX – TERM

- 9.1.1 Unless previously terminated as hereinbefore provided, the term of this Agreement shall be for a period of six (6) years commencing on the date of this Agreement.

- 9.2 Licensee shall not be required to pay Royalties due only by reason of its use, sale, licensing, distribution lease or sublicensing under issued patents licensed by this Agreement that have expired or been held to be invalid by an Irrevocable Judgment, where there are no other of such issued patents valid and unexpired covering the Licensee's use, sale, licensing, lease, distribution or sublicensing; provided, however, that such non-payment of Royalties shall not extend to Royalties already made to Licensor more than six (6) months prior to Licensee's discovery of expiration or an Irrevocable Judgment.

ARTICLE X - PATENT LITIGATION

- 10.1 **Initiation.** In the event that Licensor advises Licensee in writing of a substantial infringement of the patents/copyrights included in the Licensed Patent Rights, Licensee may, but is not obligated to, bring suit or suits through attorneys of Licensee's selection with respect to such infringement.
- 10.2 **Expenses and proceeds of litigation.** Where a suit or suits have been brought by Licensee, Licensee shall maintain the litigation at its own expense and shall keep any judgments and awards arising from these suits expecting that portion of the judgments attributable to Royalties from the infringer shall be divided equally between Licensor and Licensee after deducting any and all expenses of such suits; provided, however, Licensor shall not be entitled to receive more under this provision than if the infringer had been licensed by Licensee.
- 10.3 **Licensor's right to sue.** If Licensee shall fail to commence suit on an infringement hereunder within one (1) year after the receipt of Licensor's written request to do so. Licensor in protection of its reversionary rights shall have the right to bring and prosecute such suits at its cost and expense through attorneys of its selection, in its own name, and all sums received or recovered by Licensor in or by reason of such suits shall be retained by Licensor; provided, however, no more than one lawsuit at a time shall commence in any such country.

ARTICLE XI - PATENT FILINGS AND PROSECUTING

- 11.1 Licensee shall pay future costs of the prosecution of the patent applications pending as set forth in Schedule A which are reasonably necessary to obtain a patent. Furthermore, Licensee will pay for the costs of filing, prosecuting and maintaining foreign counterpart applications to such pending patent applications.
- 11.2 Licensor shall own improvements by the inventors. Licensee shall pay future costs of preparation, filing, prosecuting and maintenance of patents and applications on patentable improvements made by inventors.
- 11.3 Preparation and maintenance of patent applications and patents undertaken at Licensee's cost shall be performed by patent attorneys selected by Licensee; and due diligence and care shall be used in preparing, filing, prosecuting, and maintaining such applications on patentable subject matter. Both parties shall review and approve any and all patent related documents.
- 11.4 Licensee shall have the right to, on thirty (30) days written notice to Licensor, to discontinue payment of its share of the prosecution and/or maintenance costs of any of said patents and/or patent applications. Upon receipt of such written notice, Licensor shall have the right to continue such prosecution and/or maintenance on its own name at its own expense in which event the License shall be automatically terminated as to the subject matter claimed in said patents and/or applications.
- 11.5 **Notwithstanding** the foregoing paragraph of this ARTICLE XI, Licensee's obligations under such paragraphs shall continue only so long as Licensee continues to have an Exclusive License under the Licensed Patent Rights and, in the event of conversion of the License to non-exclusive in

accordance with ARTICLE VIII, paragraph 1. (b), after the date of such conversion:

- a. The costs of such thereafter preparation, filing, prosecuting and maintaining of said Licensed patents and patent applications shall be the responsibility of Licensor, provided such payments are at the sole discretion of the Licensor ; and
- b. Licensee shall have a non-exclusive License without right to sublicense under those of such patents and applications under which Licensee had an Exclusive License prior to the conversion.

ARTICLE XII - MISCELLANEOUS

- 12.1 **Further Assurances.** The parties shall execute such further and other documents and do such further and other things as may be necessary to carry out and give effect to the intent of this Agreement.
- 12.2 **Interpretation of Certain Terms.** In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice-versa, words importing gender include all genders and the word "including" is not limiting (whether or not non-limiting language is used with reference thereto).
- 12.3 **Section and Headings.** The division of this Agreement into sections, subsections and paragraphs and the insertion of headings are for reference purposes only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any reference herein to a particular section, subsection, paragraph or Schedule refers to the section, subsection, paragraph of or Schedule to this Agreement.
- 12.4 **Notices.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and be effectively given if delivered personally, sent by prepaid private courier or sent by registered mail to the addresses of the parties indicated on the first page of this Agreement. Any notice delivered personally or sent by courier service shall be deemed to have been received at the time it is delivered, and any notice sent by registered mail shall be deemed to have been received three (3) business days following the sending.
- 12.5 **Currency.** All references to currency are in the lawful money of Canada unless otherwise specified.
- 12.6 **Enurement and Assignment.** This Agreement shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns. Neither the Vendor nor the Purchaser may assign or transfer its rights and obligations under this Agreement without the prior written consent of the other party, save for Licensee's right to Sublicense this Agreement to a Sublicensee.
- 12.7 **Entire Agreement.** The provisions of this Agreement and the Asset Purchase Agreement dated May 12, 2014 constitute the entire agreement between the parties with respect to the subject matter contained herein and supersedes all

previous communications, representations and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.

- 12.8 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, and the parties irrevocably attorn to the exclusive jurisdiction of the courts of British Columbia to adjudicate all matters arising hereunder.
- 12.9 **Confidentiality.** The parties agree to maintain the Confidential Information in confidence, to disclose such Confidential Information only to persons within their respective organizations having a need to know, and to furnish assurances to the other party that such persons understand this duty on confidentiality.
- 12.10 **Counterparts.** This Agreement may be executed in counterparts and by facsimile, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above..

SOLLENSYS CORPORATION

By: "GwanJe Woo"

Name: Woo, GwanJe

Title: President & CEO

ORCA MOBILE SOLUTIONS LTD.

By: "Justin Blanchet"

Name: Justin Blanchet

Title: CEO and a Director

Schedule A

Licensed Patents

Patent Description	Application No. or [Patent No.]	Internal Reference Number	Date of Application or [Date of Grant of Patent]	Applicant [Owner]	Jurisdiction
Hybrid touch panel for the old(Aged Care)	10-2011-0058305		16-Jun-11	WOO, Gwanje [Soliansys Corp.]	KOREA
Hybrid touch panel Module	10-2011-0058304		16-Jun-11	WOO, Gwanje [Soliansys Corp.]	KOREA
Producing method of touch panel and laser apparatus	10-2011-0058301		16-Jun-11	James Jung [Soliansys Corp.]	KOREA
Hybrid touch panel for sensing capacitive and resistive	10-2011-0058303		16-Jun-11	James Jung [Soliansys Corp.]	KOREA
Touch sensor preventing electrostatic discharge and manufacturing method for the same	10-2011-0058296		16-Jun-11	James Jung [Soliansys Corp.]	KOREA
Method for detecting pattern using a touch sensor and touch sensor for finger-print recognition	10-2011-0058298		16-Jun-11	James Jung [Soliansys Corp.]	KOREA
Capacitive Touch Pen	10-2011-0058300		16-Jun-11	James Jung [Soliansys Corp.]	KOREA
Touch Sensor	10-2011-0058297		16-Jun-11	James Jung [Soliansys Corp.]	KOREA
Touch sensor module comprising via hole	10-2011-0058294		16-Jun-11	Steve Han [Soliansys Corp.]	KOREA
Method, apparatus for scribe glass, and touch sensor comprising glass scribed by the same	10-2011-0058295		16-Jun-11	Yang, Heebong [Soliansys Corp.]	KOREA
Capacitive touch pen	10-2011-0058299		16-Jun-11	Chae, Gwangmin [Soliansys Corp.]	KOREA
Producing method of touch panel	10-2011-0058302		16-Jun-11	Chun, Sangho [Soliansys Corp.]	KOREA
Ink-Touch panel using a touch panel	20-2010-0012679		08-Dec-10	WOO, Gwanje [Soliansys Corp.]	KOREA
Touch-Guide panel using a touch panel	20-2010-0012680		08-Dec-10	WOO, Gwanje [Soliansys Corp.]	KOREA
Design and materials of the touch pen	30-2010-0023215 [300621266000]		2010-05-26 [10-Nov-11]	WOO, Gwanje [Soliansys Corp.]	KOREA
Design and materials of the touch pen	30-2010-0023217 [300621266001]		2010-05-26 [10-Nov-11]	WOO, Gwanje [Soliansys Corp.]	KOREA
The development of Multi Touch Finger Security gesture	10-2013-0085934		22-Jul-13	WOO, Gwanje [Soliansys Corp.]	KOREA
Smart Fusion Device development is equipped with multi touch sensor and encryption functions	10-2013-0087476		24-Jul-13	WOO, Gwanje [Soliansys Corp.]	KOREA

W&T

Schedule B

Exclusions

1. **Excluded Licensed Products – None**
2. **Field of Use – None**
3. **Territory – None**

Schedule C

Advanced Royalties Payment Schedule

As a guaranteed advance payment of the Royalties, Licensee shall pay to Licensor \$4,000 per month, beginning on July 1, 2014 and continuing each month, payable on the first day of each month, and continuing throughout the term of the Agreement.

(the "Payment Schedule")

At the election of the Licensee, Licensee may make additional payments to Licensor (the amount and timing of such payments shall be at the sole discretion of Licensee), and these additional payments will be set-off against subsequent payments due pursuant to this Payment Schedule and any future Royalties owed.