

LOAN AGREEMENT

This agreement is made as of December 11, 2015;

BETWEEN

ORCA MOBILE SOLUTIONS LTD., incorporated under the laws of British Columbia, Canada, and having its head office at 1500 -701 West Georgia Street, Vancouver, BC, V7Y 1C6, Canada
Attention: GwanJe Woo, CEO
Email: gjwoo@sollensys.co.kr AND info@orcataouchtech.com

(the "**Creditor**")

AND

SMART SOLLEN INC., incorporated under the laws of the Republic of Korea, and having its head office at #527 217, Pyeongchon-daero, Dongan-gu, Anyang-city, Gyeonggi-do, Korea,
Attention: So Yeon Ju, CEO,
Email: smartsollen@hotmail.com

(the "**Debtor**")

BACKGROUND:

- A. The Creditor is the wholly-owned operating subsidiary of Orca Touchscreen Technologies Ltd., incorporated under the laws of British Columbia, Canada, which is a public company whose common shares trade on the Canadian Securities Exchange, the Frankfurt Stock Exchange and the OTCQB marketplace.
- B. The Creditor proposes to become a partner in various joint venture companies (the "Joint Venture Companies") whose business will be to produce and service new touchscreen-enabled electronic devices (including smartphones and tablets) and to refurbish used devices to a near-new and saleable condition (the "**Products**").
- C. The Joint Venture Companies will require a supply of electronic components from which to assemble and with which to refurbish the Products.
- D. The Debtor proposes to procure and sell such electronic components to the Joint Venture Companies (the "**Services**").
- E. The Debtor requires funds to develop its operations to support the delivery of the Services, and the Creditor wishes to advance such funds to the Debtor as a loan which may be converted into equity.

NOW THEREFORE, for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged from each party to the other), THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The Creditor agrees to advance to the Debtor a total of CAD \$200,000 (the "**Principal**"), where "**CAD**" means Canadian Dollars, as follows:
 - (a) CAD \$100,000 by no later than December 11, 2015; and

- (b) CAD \$100,000 by no later than January 31, 2016.
- 2. The term of this Agreement shall be two (2) years from the above date (the “**Term**”).
- 3. The Debtor agrees to pay to the Creditor, by no later than the fifth business day following the last day of the Term, the following amounts:
 - (a) the Principal; and
 - (b) interest accrued on the Principal at a simple rate of 6% per annum, being 0.5% per month (the “**Interest**”).

PROVIDED HOWEVER that the Creditor may during the Term at any time, and from time to time, at its sole discretion and on 30 days’ notice convert all of the Principal and Interest then due into 51% of the issued and outstanding common shares of the Debtor as fully paid and non-assessable and the Creditor will be entitled to appoint a majority of the members of the Board of Directors of the Debtor.

- 4. On the sixth business day following the end of the Term, if the Creditor has not so converted, and if the Debtor has failed to pay to the Creditor then the unpaid Principal and Interest then due shall be deemed to have converted automatically into 51% of the issued and outstanding common shares of the Debtor as fully paid and non-assessable and the Creditor will be entitled to appoint a majority of the members of the Board of Directors of the Debtor.
- 5. The Debtor shall be solely responsible to pay all costs relating to bank transfer and currency exchange between Korean won currency and USD when amounts are paid by the Debtor to the Creditor.
- 6. All notices are to be made in writing and sent by email, fax, courier, hand or post to the address of the intended recipient set out on the first page of this Agreement. All notices sent by email, fax, courier or hand shall be deemed received on the day following sending. All notices sent by post shall be deemed received on the second business day following sending.
- 7. This Agreement may not be modified by either party in any manner without the prior written consent of the other party.
- 8. This Agreement may not be assigned by either party without the prior written consent of the other party.
- 9. This Agreement binds and benefits both parties, their successors and permitted assigns.
- 10. This Agreement shall be governed by the laws of the Republic of Korea.

11. This Agreement may be signed in counterparts and may be signed and delivered electronically, and each so signed and delivered shall be deemed to be an original, and altogether shall be deemed to constitute one document, and despite the date of signing or delivery shall be deemed to bear the date first above written.

IN WITNESS WHEREOF this Agreement has been signed by the parties as of the date first above written.

By the Creditor:

ORCA MOBILE SOLUTIONS LTD.

per:

/s/ "GwanJe Woo"

GwanJe Woo, CEO

By the Debtor:

SMART SOLLEN INC.

per:

/s/ "So Yeon Yu"

So Yeon Yu, CEO