



This agreement is made on the 16th March 2018, by and between:

River Publishers, Alsbjergvej 10,9260 Gistrup, Denmark (Seller)

Dinghai Li, Gaoxin Dist. Chengdu, Sicuan, China (Investor)

Whereby:

Dinghai Li is the investor and buyer of the journal

River Publishers is the owner and the seller of the journal; furthermore will manage the publication of the journal on behalf of the investor

1. Agreement for the Acquisition of Journal of Web Engineering (JWE) and Journal of Applied Composite Letters (ACL) :
 - JWE and ACL are indexed in SCIE (Science Citation Index Expanded);
 - The journals consist of an editorial board in which the Editors have international affiliations;
 - The journals publish on time

2. Management of JWE and ACL:
 - As per the discussions of the 2 parties, River Publishers is not required to manage the two journals on behalf of the investors;
 - River Publishers will advise how in general the indexing of a published article in the Web of Science works. It is the responsibility of the investor to see to all the indexing.

3. The investor agrees to pay to River Publishers for the acquisition and transfer service of ACL and JWE. The payment terms are:
 - USD 315,000 as the initial upfront payment (this payment has already been realized);
 - USD 50,000 service fee should be transferred and received within 1 week of River Publishers transferring the JWE to the investor;



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- USD 10,000 cost of transfer through PayPal payment to River Publishers should be transferred and received within 1 week of River Publishers transferring the JWE to the investor;
 - USD 180,000 should be transferred to River Publishers, and received before March 17, 2018, a first part of the payment for the acquisition of ACL; as the bank's limitation, the next USD4,5000 should be finished before 19 March;
 - For the second installment for the ACL acquisition, USD 225,000 charge should be transferred to River Publishers and received within 2 weeks (not later than March 30th) of River Publishers transferring the JWE to the investor. The additional USD 50,000 service fee should be transferred to River Publishers and received within 1 week of River Publishers transferring the ACL to the investor. ACL's acquisition can be only initiated after receiving the full amount of USD 450,000 from the investor;
 - River Publishers will transfer the access of ACL to the investor within 4 weeks of officially acquiring ACL. In case of delay of more than 4 weeks after the acquisition River Publishers will be liable for a penalty of 50% of the initial investment for ACL.
4. The payment can be made in part by PayPal, and in part by bank transfer
5. River Publishers hereby represents and warrants to the Dinghai Li that it:
- has not assigned, transferred, licensed, pledged, or otherwise; encumbered the Intellectual Property, or any part of it, and has not agreed to do so;
 - has full power and authority to enter into this Agreement and to make the assignment of the Intellectual Property as provided in Section 1;
 - is not aware of any violation, infringement, or misappropriation of any third party's rights (or any claim thereof) by the Intellectual Property;
 - is not aware of any third party consents, assignments, or licenses that are necessary to perform this Agreement; and
 - was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Intellectual Property.
 - River Publishers agrees to immediately notify the Investor in writing if any facts or circumstances arise that would make any of the representations in this Agreement inaccurate.
6. This Agreement may be amended only by a writing signed by both parties



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7. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
8. This agreement embodies entire understanding of the parties as to its subject matter and shall not be amended except in writing executed by both the parties to this Agreement.
9. Any controversy or claim arising out of or relating to this Agreement shall be submitted to arbitration, in accordance with the Rules of the Denmark Arbitration Committee, to the three arbitrators, of whom the Investor shall choose one and the River Publishers one. The two arbitrators so chosen will choose a third, and the decision of a majority of the three arbitrators, reduced in writing, shall be final and conclusive as to all Parties hereto and may be enforced in any court having jurisdiction.

In witness whereof the Parties have duly executed this Agreement on this 16th March 2018,

Investor

River Publishers

Dinghai Li
2018/3/17 Beijing Time

Rajeev Prasad

Dinghai Li

Rajeev Prasad



River Publishers