

## Investor Club Agreement

## Terms and Conditions

## Preamble

The Investor Club (a registered trademark owned by Vibes Holding) welcomes you as a "virtual" member to a new and unprecedented experience in the world of finance and business. Members enjoy a friendly and non-binding environment—this has been our approach since our inception in 2014. There are no mandatory requirements, no registration fees, no membership fees, and no charges to attend the Investor Club's periodic meetings.

At Vibes Holding, we operate under our own innovative systems developed through extensive experience. We have adopted the Absher identity verification system to ensure high-quality engagement from genuine individuals—no anonymous users or fake identities—saving you time and effort by ensuring you interact only with verified and authenticated members.

Our goal is to reach **5,120 members**, distributed across five **verified and regulated WhatsApp groups** to ensure fast and seamless communication. To maintain the club's financial integrity, we have set a **minimum financial solvency requirement of 1 million SAR per member**, thereby creating a **virtual investment pool** that reflects positively on the club's effectiveness and member value.

To ensure trust, sustainability, and a clear framework between the Investor Club and its members—and to protect the rights of all parties—your acceptance of this agreement electronically signifies your full consent to abide by the following terms:

1.

Your acceptance of this electronic document automatically confirms your membership in the Investor Club and your inclusion in its official WhatsApp group.

2.

As a club member, you are entitled to reserve meeting rooms and host private gatherings related to your business at the club's premises free of charge—provided you comply with the terms and conditions, including those related to **Vibes Holding** as detailed in Clause (3).

3

The Investor Club, operated by **Vibes Holding**, aims to foster fruitful partnerships between investors and entrepreneurs/founders of promising businesses.

As part of these collaborations, the club may acquire agreed-upon equity stakes, making **Vibes Holding** (owner of the Investor Club) a **silent partner**.

4

As a club member, I pledge that my contributions will align with the core objectives of the Investor Club. I bear full legal responsibility if I share prohibited content, suspicious links, fraudulent messages, or false/misleading information. I commit to respectful communication with both members and club administrators

5.

You may connect with other members—both inside and outside the club—at any time, forming partnerships and private agreements that align with the win-win principle, provided the rights of the club and Vibes Holding are preserved, as stated in Clauses (3) and (4). These rights remain due, even if you voluntarily leave the club, and must be settled with the company's official bank account.

6.

Membership is inherently **non-binding and flexible**. You may leave the club or its WhatsApp groups at any time without justification or liability. Similarly, the club reserves the right to remove any member at its discretion without obligation to provide justification.

7

The rights to any content, messages, or discussions shared within the WhatsApp groups remain the property of the Investor Club and the original author. No member may use such content outside the club without prior written permission from both the club and the content creator.

8.

In the event of any dispute arising from this agreement—whether between the club and a member or between members—both parties agree to first seek an amicable resolution based on mutual trust and fairness. Failing that, the matter shall be referred to the Commercial Court in Riyadh, Kingdom of Saudi Arabia.

9.

The Investor Club reserves the right to amend or update these terms and conditions at any time. Members will be notified of any changes via their registered email or the club's official WhatsApp group. Continued use of club services after such notifications implies acceptance of the updated terms.



This agreement has been issued electronically. By reading and accepting it, you acknowledge your full agreement with all of its terms and provisions.