



Registration of a Charge

Company Name: **PHILLIP STONER JEWELLERY LIMITED**

Company Number: **01880573**



Received for filing in Electronic Format on the: **23/09/2022**

XBD6TR29

Details of Charge

Date of creation: **20/09/2022**

Charge code: **0188 0573 0006**

Persons entitled: **DIALOG SOLUTIONS INC.**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ARTHUR COX**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1880573

Charge code: 0188 0573 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th September 2022 and created by PHILLIP STONER JEWELLERY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd September 2022 .

Given at Companies House, Cardiff on 26th September 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DIALOG

INVENTORY REINVENTED

DIALOG SERVICES PORTAL USER AGREEMENT

This Agreement is dated as of the 20th day of September, 2022 (the "Effective Date")

BETWEEN:

DIALOG SOLUTIONS INC., a corporation incorporated under the laws of British Columbia, Canada and having an office at 3777 Kingsway, Suite 1501, Burnaby, BC V5H 3Z7.

("DIALOG")

AND:

PHILLIP STONER JEWELLERY LTD., a corporation having an address at 31 – 35 County Arcade, Victoria Quarter, Leeds, UK LS1 6BH.

(the "Customer")

WHEREAS:

- A. DIALOG and the Customer wish to enter into a business relationship whereby DIALOG will consign Inventory to the Customer on the terms set forth herein;
- B. DIALOG owns a full service diamond services portal ("Diamond Services Portal") to manage the procurement, consignment, tracking and merchandising of the Inventory;
- C. The Customer wishes to acquire a license to use the Diamond Services Portal for the purposes of procuring, consigning and tracking the Inventory; and
- D. DIALOG and the Customer wish to enter this Agreement to establish the terms and conditions under which DIALOG will consign Inventory to the Customer and DIALOG will provide the Customer a license to use the Diamond Services Portal.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties covenant and agree as follows:

1. Definitions

In this Agreement the following terms have the following meanings:

- (a) "Consumer" means a Customer's customer;
- (b) "DIALOG" means Dialog Solutions Inc., or any of its affiliates;
- (c) "Diamond Services Portal" means the online diamond portal owned by DIALOG;

- (d) "Initial Inventory" shall have the meaning set forth in Schedule A of this Agreement;
- (e) "Initial Term" shall have the meaning set forth in Schedule A of this Agreement;
- (f) "Inventory" means loose polished diamonds and diamond jewellery owned by DIALOG that DIALOG has provided to the Customer on consignment;
- (g) "Leasing Rate" shall have the meaning set forth in Schedule A of this Agreement;
- (h) "Memo" means the document accompanying the shipment of Inventory from DIALOG to the Customer setting forth an itemized listing of Inventory and the purchase prices payable to DIALOG therefor upon the sale of such Inventory or portion thereof by the Customer;
- (i) "Monthly Fee" shall have the meaning set forth in Section 5(d);
- (j) "Site(s)" means the Customer's retail or office location(s) where Inventory is delivered or stored; and
- (k) "Total Base Inventory" means the amount of Inventory the Customer has in its possession. Total Base Inventory will not reduce by Inventory that is sold until it is fully paid by the Customer to Dialog.

2. Term of Agreement

This Agreement will be effective from the Effective Date and continue for the Initial Term. After the Initial Term, this Agreement will automatically renew on a yearly basis unless either party provides written notice of discontinuance to the other party at least 30 days' prior to the Agreement's expiration date.

3. Grant of License

- (a) Grant of License. Subject to the terms and conditions of this Agreement, DIALOG hereby grants to the Customer a non-exclusive, non-transferable, license to operate the Diamond Services Portal for the sole purposes of permitting the Customer to access the Inventory and other services available to the Customer on the Diamond Services Portal. The Customer shall not have any right right to sublicense any part of the Diamond Services Portal to any third party.
- (b) Right to HTML content, Copyrights and Trademarks. Except for the limited license specifically provided herein, this Agreement shall not transfer to the Customer any right to, or interest in, the HTML content, or in any data included in the HTML content, or in any copyright or trademark pertaining thereto related to or in connection with the Diamonds Services Portal.

4. Inventory

The parties agree that:

- (a) DIALOG may consign or sell to the Customer Inventory. The times and manner in which Inventory is consigned or sold, the amount and due dates of payments owing in respect of Inventory, and

the other terms and conditions applicable to the Inventory shall be subject to the provisions of this Agreement;

- (b) DIALOG shall deliver the Inventory to each Site designated by the Customer;
- (c) for any Inventory the Customer sells, it shall remit payment to DIALOG, in compliance with Section 5(e), the amounts set forth on the Memo in respect of such Inventory;
- (d) the Customer will not be charged for freight for the first order of Inventory but it will be charged for freight for each additional order of Inventory thereafter;
- (e) DIALOG shall retain title at all times to the Inventory and the Inventory shall remain DIALOG's property at all times, and the Customer shall release any right, title, or interest it might otherwise have in any Inventory delivered to it pursuant to a consignment arrangement. The arrangement contemplated by this Agreement is intended to be a true consignment, where title to the Inventory remains with the DIALOG until sold and paid for by the Customer;
- (f) DIALOG can recall any item of Inventory at any time and for any purpose whatsoever by sending a request to the Customer in writing and the Customer shall return the requested items of Inventory within two business days of receiving such notice;
- (g) Customer hereby grants to DIALOG a security interest in the Inventory and any proceeds therefrom (including insurance proceeds) and, if and to the extent the aforementioned Inventory and proceeds are insufficient to satisfy the Customer's debts, other inventory and equipment of the Customer to secure the Customer's payment obligations hereunder. DIALOG shall be entitled to file such financing statements, including continuation statements, amendments and other similar filings, to give such notices, and otherwise to take such actions as DIALOG may determine to be appropriate to establish, confirm and protect the security interest of DIALOG in and to the Inventory. Without limiting the generality of the foregoing, The Customer acknowledges that DIALOG may send notices to parties with any security interest in property of the Customer in connection with the confirmation and protection of DIALOG's security interest in the Inventory;
- (h) Customer agrees that it will, upon request of DIALOG, execute and deliver such financing statements, notices and other instruments and documents, and take and perform all further actions, that may be necessary or appropriate in order to perfect and protect the security interests of DIALOG confirmed by this Agreement and enable DIALOG to exercise and enforce its rights and remedies against the Customer arising under this Agreement and the arrangements pursuant to which the Inventory may have been delivered to the Customer and the obligations owed in connection therewith. To the extent permitted by law, the Customer hereby irrevocably waives the right to receive a copy of each financing statement, verification statement or financing change statement filed or issued at any time under any Security Law in respect of the security interests herein created. This Agreement shall constitute a security agreement under both the Uniform Commercial Code in effect in the various states, and under the Personal Property Security Act in effect in the provinces of Canada (collectively, the "Security Laws"). If the Customer or its Affiliates fail to pay its account with DIALOG in accordance with the terms of this Agreement, DIALOG shall have all rights of a secured party under the Security Laws with respect to the Inventory and any amount owing therefrom, and all other legal rights of a creditor in the jurisdiction where the Inventory is located;

- (i) Customer may mount any item of Inventory into jewelry provided that if the diamond is damaged in any way whatsoever, said item of Inventory shall be deemed to be sold to the Customer and the Customer shall remit payment for said Inventory in compliance with this Agreement;
- (j) Customer will defend, at its own expense, DIALOG's title to the Inventory from any adverse claims, liens or legal processes in respect thereof;
- (k) Customer will notify DIALOG immediately upon receipt of any notice of any lien affecting the Inventory in whole or in part, which notice will include the full particulars of the lien and the location of such Inventory on the date of the notice;
- (l) Customer agrees to return the unsold Inventory to DIALOG at the end of the term of this Agreement in accordance with Section 16(a);
- (m) Customer and DIALOG may agree to increase the amount of the Total Base Inventory. Any such change shall be done in writing and shall be deemed to be a modification to Schedule A of this Agreement. DIALOG may, in its sole discretion, decrease the amount of the Total Base Inventory. Any such change shall be done in writing and shall be deemed to be a modification to Schedule A of this Agreement.
- (n) DIALOG reserves the right to update prices four times per year on a quarterly basis.
- (o) The Customer shall be entitled to receive up to 130% of its Initial Inventory.

5. Compensation

In exchange for the goods and services provided by DIALOG under this Agreement, the Customer agrees as follows:

- (a) the Customer shall provide DIALOG with its credit card details on the Effective Date;
- (b) the Monthly Fee will be charged on the first business day of each calendar month, commencing on the first business day of the month immediately following the Effective Date and continuing for the term of the Agreement;
- (c) the Customer shall have a grace period of ten (10) days from the date of each Memo in which it shall not be charged. If any Inventory on such Memo is returned to DIALOG, there will be no cost to the Customer with respect to that Inventory. If the Customer shall sell any Inventory on such Memo during this ten (10) day grace period, the Customer shall be entitled to the Rebates;
- (d) the Monthly Fee is based on the Leasing Rate multiplied by the higher of (i) the Initial Inventory and (ii) the Total Base Inventory. The Monthly Fee may increase or decrease during the Term of this Agreement commensurate with any increase or decrease in the Total Base Inventory or Inventory held at the Customer;
- (e) in the event the Customer sells an item of Inventory to a Consumer, the Customer shall:
 - i. report the sale within 48 hours using the Diamond Services Portal; and

- ii. remit to DIALOG the amount for such item of Inventory set forth on the Memo accompanying such item of Inventory within 30 days following the month end in which the sale occurred, via cheque or wire (for example, if Customer sells Inventory to a Consumer on February 20th, payment shall be due to DIALOG on March 30);
- (f) the Customer shall be entitled to sales rebates as set forth in Schedule B;
- (g) all references to amounts under this Agreement are in USD;
- (h) subject to each party's remedies available at law and equity, if any sum payable under this Agreement is not paid within 10 days after the due date then due and owing (without prejudice to DIALOG's other rights and remedies) DIALOG reserves the right to charge interest on such sum on a day-to-day basis (as well after as before any judgment) (the "Late Charge") calculated as the product of the lesser of 18% per annum or the maximum rate allowed by law on the amount in arrears, from the date or last dated invoice for payment thereof to the date of actual payment (both dates inclusive), and such Late Charge will be paid on demand by the Customer to DIALOG;
- (i) If any sum payable under this Agreement by the Customer to DIALOG is still outstanding on the last day of the following calendar month, the Customer's Monthly Fee shall double;
- (j) Customer's obligation to make the payments hereunder to or to the order of DIALOG is absolute and unconditional, irrespective of any contingency whatsoever, including (but not limited to):
 - i. any right of set-off, claim, counterclaim, demand, recoupment, defence or other right which Customer may have against DIALOG or any of its affiliates;
 - ii. any failure or delay on the part of any party in performing or complying with any of the terms of undertakings of this Agreement;
 - iii. any insolvency, administration, receivership, bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceedings by or against any party; or
 - iv. any invalidity or unenforceability or lack of due authorization of or other defect in this Agreement.

6. Representations and Warranties

Customer hereby represents and warrants to DIALOG that:

- (a) the execution, delivery and performance of this Agreement and compliance with the terms hereof: (i) have been duly authorized by all necessary action on the part of Customer; (ii) do not require the approval of any person except such as have been duly obtained; and (iii) do not and will not contravene any law, governmental rule, regulation or order now binding on Customer, or the charter or constituting documents of Customer, or contravene the provisions of, or constitute a default under, or result in the creation of any lien or encumbrance upon the

property of Customer under, any indenture, mortgage, contract or other agreement to which Customer is a party or by which it or its property is bound; and

- (b) Customer will not lease, mortgage, pledge or otherwise encumber the Inventory or any proceeds therefrom, or any part thereof to any party whatsoever.

7. Risk of Loss

- (a) Upon delivery of Inventory to the Customer, Customer assumes the risk of loss of or theft of, any item of Inventory from any cause whatsoever.
- (b) Customer agrees that DIALOG will not incur any liability to Customer for any loss of business, loss of profits, expenses, and any other claims (as hereinafter defined) resulting to Customer.
- (c) In the event of loss or damage of any item of Inventory, Customer will, at its sole cost, promptly notify DIALOG in writing and remit payment to DIALOG for the full cost of such Inventory set forth on the Memo accompanying the delivery of such Inventory.
- (d) The Customer is solely responsible for virus scanning the Diamond Services Portal and DIALOG makes no representations or warranties regarding any virus associated with the Diamond Services Portal.

8. Insurance

Customer will, at its sole expense, procure and maintain throughout the term of this Agreement insurance insuring the Inventory against all risks of physical loss, theft, damage and destruction and extended coverage in an amount not less than the full fair replacement value of the Inventory.

9. Warranty Disclaimer

- (a) Customer agrees that DIALOG assumes no liability if any Inventory, or any part thereof, is unavailable at any time, or for the reliability, validity, accuracy, completeness, integrity, quality or timeliness of the Diamond Services Portal. To the extent permitted by law, DIALOG disclaims all representations, warranties or conditions regarding the Diamond Services Portal and Inventory, express or implied or statutory, including, but not limited to, implied warranties or conditions of merchantability, merchantable quality, durability, fitness for a particular purpose, title, and non-infringement. DIALOG does not represent or warrant that the Diamond Services Portal or any deliveries of Inventory will be accurate, or that the Diamond Services Portal will operate error free or uninterrupted.
- (b) Customer acknowledges that DIALOG is not responsible for any interruption or suspension of the Diamond Services Portal, regardless of the cause of the interruption or suspension.

10. Limitation of Liability and Waiver

- (a) To the extent permitted by law, in no event will DIALOG or its respective directors, officers, employees, agents, independent contractors, subcontractors, successors, assigns, representatives, shareholders, affiliates or subsidiaries (each, a "DIALOG Party" and collectively, the "DIALOG Parties"), be liable for damages of any kind, including without limitation any direct,

incidental, punitive, exemplary, aggravated, indirect, special or consequential damages, loss of profits, failure to realize expected savings or loss of data, for any cause of action whatsoever, and whether in contract, tort (including negligence) or any other legal or equitable theory arising out of or in any way in connection with the use of the Diamond Services Portal, including any claims by end-users against Customer.

- (b) Every exemption from liability, limitation and condition contained in this Agreement for the benefit of DIALOG and every defence and immunity of whatsoever nature applicable to DIALOG or to which DIALOG is entitled under this Agreement will also be available and will extend to protect each of the DIALOG Parties, each of whom is an intended third party beneficiary of such provisions.
- (c) Customer hereby agrees to waive any and all claims that Customer has or may in the future have against any DIALOG Party and to release each and every DIALOG Party from any and all liability for any loss, damage, expense or injury as a result of use, operation or sale of any aspect of the Diamond Services Portal or Inventory due to any cause whatsoever, including negligence, breach of contract, contribution, indemnification or breach of any statutory or other duty of care on the part of any DIALOG Party.

11. Failure to Perform

DIALOG will not be liable in any way for delay in delivery or other failure of performance because of unforeseen circumstances or causes beyond its control, including, without limitation, strike, war, fire, riot, accident, acts of God, hurricane, earthquake, severe weather, failure or breakdown of components necessary to completion, supplier-caused delays, compliance with any law, regulation, embargo restrictions or order of any government body or instrumentality thereof. Performance will be deemed suspended during said circumstances and extended for such term as said circumstances cause delay. DIALOG may cancel or delay delivery of Inventory, or request that any Inventory located at Sites be returned to DIALOG, if Customer fails to make timely payment of its account with DIALOG.

12. Indemnity

Customer will exonerate and indemnify each DIALOG Party against, and hold it harmless from, any and all claims, actions, suits, proceedings, losses, judgments, damages and liabilities, including reasonable attorney's fees and other costs and expenses in connection therewith or incident thereto, for any breach of this Agreement, and for any loss of or damage to or destruction of any property whatsoever and irrespective of the legal basis of such claim or action including the doctrine of strict liability in tort or any similar doctrine, caused by or arising out of or allegedly caused by or arising out of, or in any way connected with or resulting from or allegedly resulting from this Agreement, including, without limiting the generality of the foregoing, the manufacture, selection, delivery, possession, use, operation, storage, maintenance or return of Inventory at any time.

13. Audit Rights

DIALOG shall have the right to, at reasonable times during regular business hours, audit the Customer at its discretion to assure compliance with the terms and conditions of this Agreement and in particular, the verification of the location and condition of the Inventory and in the event that the Inventory has been sold, the payment thereof.

14. Bankruptcy

DIALOG may immediately terminate this Agreement in the event Customer ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of, or becomes subject to, any proceeding under any statute relating to insolvency or the protection of rights of creditors.

15. Termination

(a) DIALOG may terminate this Agreement upon Customer's breach of any of its obligations hereunder. DIALOG will provide Customer written notice of its intent to terminate setting forth in detail the reason for the termination. The Customer will have seven (7) days from the receipt of the above notice to cure the breach. If Customer fails to cure or provide a plan approved by DIALOG, DIALOG will provide written notice of termination to Customer. Termination will become effective five (5) days after receipt of the second written notification. Upon receipt of the above notice, this Agreement will be terminated and DIALOG may recover from Customer all amounts then due and owing and DIALOG may pursue other remedies set forth in this Agreement or available in law or equity.

(b) DIALOG may terminate this Agreement without cause with 10 days' written notice.

16. Effect of Termination

From and after any termination of this Agreement:

- (a) Customer will return all Inventory located at all Sites or otherwise under its control, to DIALOG within ten (10) days of the date of termination, (or in default thereof, DIALOG may take all necessary action to secure the recovery and possession of the Inventory);
- (b) Customer will pay for all costs to comply with this Section;
- (c) any legal fees incurred by DIALOG, including actual attorney's fees incurred in connection with the enforcement, assertion, defense or preservation of DIALOG's rights and remedies under this Agreement, or if prohibited by law, such lesser sum as may be permitted, will be borne by Customer and will be due and payable as additional amounts due;
- (d) all provisions of this Agreement will remain in full force and effect and will survive the termination of this Agreement for any reason and all other provisions or obligations contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after termination of this Agreement, will survive the termination of this Agreement and remain binding upon and for the benefit of the parties; and
- (e) rights of termination are without prejudice to any remedies available to the parties under this Agreement for breach, at law or in equity.

17. Ownership of Intellectual Property Rights

All intellectual property rights relating to the goods and services provided by DIALOG under this Agreement, including but not limited to, any intellectual property rights associated with the Diamond Services Portal or in connection with any item of Inventory, are proprietary to DIALOG and are not to be considered work made for hire. At all times, DIALOG will retain sole and exclusive ownership of any such copyrights, patents, trademarks, trade secrets, and all other intellectual property rights associated with the goods and services provided under this Agreement.

18. Governing Law

This Agreement is governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties hereby submit to the non-exclusive jurisdiction of the courts of the Province of British Columbia and all legal proceedings arising out of or in connection with this Agreement may be brought before the courts of the Province of British Columbia.

19. Confidentiality and Privacy

- (a) The parties agree that this Agreement, its existence, the terms and conditions hereof, and any documentation or correspondence furnished by either party hereto to the other party to satisfy the terms and conditions of this Agreement will be regarded as proprietary to the disclosing party and will be held in confidence by the receiving party with the same care and to the same extent such party would hold its own confidential and proprietary information.
- (b) The Customer shall not: (i) copy any information contained in the Diamond Services Portal nor otherwise reproduce the same other than for normal system operation; (ii) translate, adapt, vary, or modify the Diamond Services Portal; or (iii) disassemble, decompile or reverse engineer the Diamond Services Portal.

20. Notice

Any notice, direction or other communication required or permitted to be given under this Agreement will be in writing and may be given by mailing the same postage prepaid or delivering the same addressed to the address of the party set out on the first page of this Agreement or to such other address as a party may specify by notice and will be deemed to have been received, if delivered, on the date of delivery if it is a business day and otherwise on the next succeeding business day and, if mailed, on the fifth business day following the posting of the notice except if there is a postal dispute, in which case all communications will be hand delivered.

21. No Agency

Except as set forth in this Agreement, neither party will have the right, power or authority to act or to create any obligation, express or implied, on behalf of the other party.

22. Binding Nature; No Third Party Beneficiary

The terms and provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, and is made solely and specifically for their benefit.

No other person will have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

23. Assignment

This Agreement may not be assigned or otherwise transferred by the Customer without the express, written consent of DIALOG. This Agreement can be assigned by DIALOG and the Customer shall execute all necessary documentation to effect such assignment and to perfect the security interest of any such assignee.

24. Severability

If any provision of this Agreement is determined at any time by a court of competent jurisdiction to be invalid, illegal or unenforceable such provision or part thereof will be severable from this Agreement and the remainder of this Agreement will be construed as if such invalid, illegal or unenforceable provision or part thereof had been deleted herefrom.

25. Further Assurances

Each party agrees to take all such actions and execute all such documents within its power as may be necessary or desirable to carry out or implement and give full effect to the provisions and intent of this Agreement.

26. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions of the parties and there are no conditions, representations, warranties, covenants, agreements or other provisions express or implied, collateral, statutory or otherwise, relating to such subject matter except as expressly provided herein.

27. Amendments

No amendment of this Agreement will be valid or binding unless set forth in writing and executed by each party.

28. Waivers

No waiver of, no consent with respect to, and no approval required under any provision of this Agreement will be effective unless in writing executed by the party against whom such waiver, consent or approval is sought to be enforced, and then any such waiver, consent or approval will be effective only in the specific instance and for the specific purpose given.

29. Counterparts; Electronic Transmission

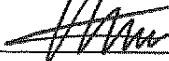
This Agreement may be signed in counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

PHILLIP STONER JEWELLERY LTD.

By

Authorized Signature



Print Signatory's Name

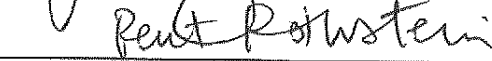
J. STONER

Date 20-9-22

DIALOG SOLUTIONS INC.

By

Authorized Signature



Print Signatory's Name

September 20, 2022

Date

DIALOG

INVENTORY REINVENTED

SCHEDULE A

SECTION A – CUSTOMER

Customer Name: PHILLIP STONER JEWELLERY LTD.
Address: 31-35 COUNTY ARCADE
City, State: LEEDS, UK
Telephone: 0113 2427888
Email: jonathan@phill.stoner.com
Contact: JONATHAN STONER

SECTION B – INVENTORY COMMITMENT

Initial Inventory \$350,000
Number of Site(s): 3
Location of Site(s): Leeds + Manchester.
Initial Term: 1 YEAR
Leasing Rate: 0.8%
Monthly Fee: _____



SCHEDULE B

REBATES AND LEASING RATES

Leasing Rate

- Leasing Rate is 1% per month

Reduction in Leasing Rate

- Customers who have a minimum of \$350,000 of Total Base Inventory will a reduction in their Leasing Rate to 0.8%.

Rebates

- Sales receive cash-back rebates, calculated per diamond as follows:
 1. Hearts & Arrows Fancies: 4% of stone value rebated to Customer
 2. Rounds and all other fancies: 2% of stone value rebated to Customer
- All rebates are deducted from Monthly Fee
- If the sum of rebates exceed the Monthly Fee, customer will pay \$0 in fees for that month and any remaining rebate value will be deducted from the following months