

Nolan Business Solutions Plc

Microsoft Business Central Partner Referral Agreement

<Enter Partner Name>

29 October 2023



1. Introduction & Definitions

This Referral Agreement is to outline the requirements to [Company Name], [Address], [Company Number] (**“Partner”**) in order to qualify for any referral fee (‘commission’) by exclusively referring **Nolan Business Solutions** products (**“Nolan”**).

Commissionable Revenue	The active monthly software subscription price net of discounts and any other deductions. This will not include third-party products, services, development, support, or training costs to setup the Products sold for the client.
Customer	The entity being referred to Nolan who will buy Nolan’s products.
Nolan Cloud Services (NCS)	Nolan’s online platform hosting its products and services.
Nolan Products, Product(s)	The Products or services supplied by Nolan which work with Microsoft Dynamics 365 Business Central
Not-For-Resale (NFR)	Product(s) supplier for internal use, or sales demonstration use. Not be supplied to Customers.

2. Qualifying Criteria

To qualify for the referral fee, the following criteria should be met:

1. Partner has a direct contact with the Customer and the Partner believes that the Customer represents a sales opportunity to Nolan Products.
 - Either Partner provides complete information about the Customer, including name of the company, contact’s name, and email address, as well as clearly identifying the Nolan solutions or services they are interested in.

Or

- Customer informs Nolan that the Partner has referred them.

and

- The Partner is selected when creating the Customer account on Nolan Cloud Services

2. Nolan must not already be in discussions with the Customer, or be an existing Nolan Customer.
3. Deal must close within 12 months from the date the information about the Customer was submitted to Nolan.

3. Referral Fee

Nolan will pay a 10% referral fee of the Commissionable Revenue on the Nolan Products sold. Nolan will not pay a referral fee for free trials.

4. Notification and Payment of Referral Commission

Nolan will notify the Customer that Partner has referred them to Nolan.

The amount of the commission will be paid quarterly, for the length of the customer subscription. The Partner will supply an appropriate invoice to Nolan for the amount of the payment in a timely manner.

Nolan will pay commission only after receiving full payment from the customer.

5. Additional Benefits for Partners

- Copy of Nolan not-for-resale Products for demonstration purposes.
- Registration keys for your company so Nolan Products can be used internally within the Partner's business - Nolan Bank Feeds and Automated Bank Reconciliation (ABR) for Dynamics 365 Business Central
 - For up to 3 bank accounts
 - Additional accounts will be charged at the current published pricing
- 2-hour product training for internal staff
- Partner is free to offer its consultancy and support services to the Customer to setup and support Nolan Products.

6. Conduct of Business

Partner will refer inquiries from its Customers with respect to Nolan Products to Nolan support or sales as identified by Nolan.

Partner will not make any representations or guarantees publicly or to anyone with respect to specifications, features, or capabilities of any Nolan products that are inaccurate, misleading, or inconsistent.



Partner agrees to share pricing as published or provided by Nolan. Partner agrees to not quote any prices or terms of service for Nolan products or services that differ from published pricing, without prior approval from Nolan. Partner also agrees to not accept any payments from the Customer for Nolan products and services. The Customer will transact via Nolan Cloud Services.

Partner agrees this agreement are solely for new business opportunities and does not include any historical or existing referred Customers.

Nolan will be solely responsible for, and have exclusive control over, all prices, discounts, refunds, delivery, billing, and collections with respect to its Products.

Nolan will use best efforts to reject Customers that have been accepted as registered Customers with another partner. However, if two or more Partners claim a Commission for the same Customer, Nolan reserves the right to award the Commission to one of the Partners or to divide the Commission among the Partners in such proportions as Nolan determines to be equitable. Nolan’s decision in determining the award, and the manner in which it does so, will be final and binding on all parties involved. Partner has a right to appeal this decision by contacting Nolan’s Managing Director whose decision will be final.

7. Agreement

The undersigned have read and understood the intent and limitations of this agreement:

ACKNOWLEDGED AND AGREED:

“Partner”

By: _____

Print Name: _____

Title: _____

Date: _____

“Nolan”

Nolan Business Solutions, Inc.

PO Box 20983

Boulder, CO 80308

By: _____

Print Name: _____

Title: _____

Date: _____

