

Rules of Engagement

External · 2026

1. Introduction

At Miro, our partners are essential to our mission of empowering teams to create the next big thing. These Rules of Engagement (RoE) ensure a transparent, predictable, and "Customer-First" environment. We succeed when we collaborate with integrity, focusing on long-term customer value over short-term transactions. These RoE are part of the [Program Policies](#) under the Master Partner Agreement or your partner agreement with Miro. Miro reserves the right to modify these Rules of Engagement at any time to reflect evolving business practices or market conditions. Partners are responsible for periodically reviewing these terms to ensure they are operating under the most current guidelines. If there is any conflict or inconsistency, the applicable Master Partner Agreement, Order, or Customer Agreement will control over these Rules of Engagement, unless Miro expressly states otherwise in writing.

2. Partner Deal Types

Partner deal types refer to the type of Miro software deals a partner sells on behalf of Miro. These deals pertain to customers buying Miro's Enterprise product and add-ons only.

Miro recognizes the following partner deal types:

(i) Partner-Sourced Deals

- The partner identifies and initiates a new or incremental Miro opportunity. This can include:
 - Expansion of existing seats
 - Addition of products
 - A new Miro customer
- The partner plays a role in driving the deal from prospecting to closure.
- The partner registers the deal via the Miro Partner Portal to secure deal protection for the registered opportunity, as described in Section 6 (Deal Registration & Protection).
- The partner co-sells with the Miro AE.

(ii) Partner-Fulfilled

- The sales opportunity is generated by Miro but is transacted through a partner.
- The customer prefers purchasing via a specific partner due to procurement policies or pricing advantages.
- The partner is not directly involved in selling but serves as the billing and contracting entity.
- Typically occurs in cases where the partner is an approved reseller for a customer or marketplace provider.

(iii) Partner Owned Deals

- The partner identifies and initiates a new or incremental Miro opportunity. This can include:
 - Expansion of existing seats

- Addition of products
- A new Miro customer.
- The partner drives the deal from prospecting to closure, without support from a Miro Account Executive (AE).
- The partner registers the deal via the Miro Partner Portal to secure deal protection for the registered opportunity, as described in Section 6 (Deal Registration & Protection)

3. Integrity & Conflict of Interest (COI)

To maintain a fair marketplace, all partners must adhere to strict ethical boundaries:

- **Defining Conflict of Interest:** A COI exists when a partner's outside interests, or those of their employees, interfere with the best interests of the customer and/or Miro.
- **Neutrality in Bids:** Partners must not engage in "bid rigging" or collude with other partners to artificially inflate prices or rotate winning bids.
- **Relationship Disclosure:** If a partner employee has a close personal or familial relationship with a Miro AE, Channel Account Manager (CAM), or a customer stakeholder, this must be disclosed via the Partner Portal Disclosure Form (*attached hereunder as Appendix A*) to ensure a neutral sales process.

4. Partner Resources

- Partners receive access to various resources to enable them, such as training, partner co-marketing resources, and other enablement (solution engineering support (for qualifying deals), quarterly webinars, etc.)
- **Partner Portal:** Partners get access to such resources via their partner portal.
- **Miro Directory:** Miro also lists its partners in its Partner Directory (as detailed in your agreement with Miro) on Miro's website for better visibility and outreach.
- **Benefits:** Please refer to the benefits section in the partner portal for details of the benefits available to you as a Miro partner.

5. Communication & Representation Standards

- **The "One Voice" Rule:** Partners must identify themselves as an "*Authorized Miro Partner*." You may not use Miro internal job titles or email signatures that imply you are direct Miro staff or employee.
- **No "Shadow" Pricing:** Partners are strictly prohibited from discussing or sharing specific "margin-splitting" or "internal discount" percentages with Miro direct sales reps and your CAMs. This ensures partners are not pressured to sacrifice profitability to close a deal.
- **Technical Accuracy:** All customer-facing materials (quotes, order forms, SOWs, PoC results, etc.) must be accurate. Misrepresenting Miro's current product roadmap or technical capabilities is considered a material breach of the RoE and the partner agreement or the MPA, as applicable.

6. Deal Registration & Protection

- **Registration First:** Partners should register opportunities via the Miro partner portal at the earliest stage of discovery. The process is available [here](#). Your CAMs can also submit deal registration on behalf of Partner in the partner portal.
- **Validity:** Approved registrations are protected for a certain timeframe, per Miro's discretion. This is subject to partners demonstrating ongoing engagement milestones (e.g., meetings, PoC, proposal), as mutually discussed and agreed.
- **Exclusivity / Active Sales Cycles:** If a customer is already in an active sales cycle with Miro directly, we will notify you to discuss whether we can collaborate on the opportunity and drive incremental impact, rather than rejecting the registration solely on that basis. If the customer is in an active sales cycle with a Partner under approved deal registration, Miro will generally not approach the customer directly for the applicable opportunity, unless the customer requests to work directly with Miro or Miro determines otherwise in accordance with the applicable partner agreement, Program Policies, or deal approval process.

7. Renewals

- **Customer's preference:** Miro honors customer's preference regarding the Partner through which they choose to process their renewal.
- **Renewal Motion:** Renewals will generally follow the originating sales motion (Direct or Partner), unless otherwise agreed or requested by the customer.
- **Expansion:** The party driving incremental value will lead the strategy for the expansion opportunity, subject to coordination with Miro and the team managing the existing customer relationship.
- **Customer Experience Priority:** Miro may reassign ownership if necessary to protect customer outcomes or at the customer's request.

8. Conflict Resolution (The "Customer-First" Rule)

In the event of a "dual-partner" or "partner-vs-direct" conflict, Miro applies the following hierarchy:

- **Customer Preference:** We respect the customer's explicit choice of who they wish to transact with, and preference is given to the party that has demonstrated the most significant "pre-sales" value (e.g., conducting discovery, running a PoC, or providing architectural design).
- **Dispute Resolution:** If a dispute persists, the Miro Head of Global Channels will facilitate review of such dispute and a final decision making within 5 business days.
- Miro reserves the right to override all criteria to protect long-term customer success.
- This does not prevent Miro partners from pursuing net-new opportunities with existing customers; however, such opportunities must be coordinated with Miro and will be reviewed under Miro's applicable deal registration process.

9. Conduct & Pricing

- **Price Independence:** Partners are free to set their own resale pricing.
- **Price Protection:** Miro will not use non-public information provided by the partner through the deal registration process to undercut a partner on price for the registered opportunity.

- **Anti-Bribery:** In alignment with global anti-corruption laws, no gifts or "kickbacks" may be offered to Miro employees or customer stakeholders to influence a sale. All partners need to adhere to Miro's code of conduct available at <https://miro.com/nl/legal/supplier-code-of-conduct/> and Miro's content and conduct standards available at <https://help.miro.com/hc/en-us/articles/17048504794002-Conduct-and-Content-Standards>.

10. Customer Ownership & Engagement Rules

- **Strategic Accounts:** Miro reserves the right to designate certain accounts as "Strategic" which may be fulfilled via direct sales or approved strategic partners.
- **Engagement Boundaries:** Partners may not engage directly with a customer already in an active Miro-led sales cycle without coordination.
- **No Unsolicited Displacement:** Partners may not attempt to displace another registered partner except when such a request is raised by the customer.

11. Non-Circumvention & Fair Dealing

- Miro will not bypass a partner on a registered deal where the partner has demonstrated material pre-sales investment.
- Partners may not bypass Miro to transact directly with customers for Miro licenses.
- Any attempt to circumvent deal registration protections may result in deal reassignment, partner termination, and/or program penalties.

12. Pricing Governance & Discounting

- Miro sets partner discount levels based on partner tier, deal type, and value-added contribution, as detailed in the Partner tier guide.
- Partners may not:
 - Use Miro pricing to undercut other partners unfairly
 - Misrepresent discounts as "exclusive" without authorization
- Miro reserves the right to adjust a partner's discount level at any time upon reasonable notice, including where Miro determines that the partner's commercial practices are inconsistent with the partner's tier requirements or Miro's brand positioning.

13. Agreement, Data Protection, & Confidentiality

- Miro requires all our partners to sign a partnership agreement with Miro before you act as our authorized partner. Miro achieves this via our standard Master Partner Agreement (MPA), which is a comprehensive agreement covering all our partner types- resellers, distributors, solution partners, rev share partners, marketing partners, and technology partners.
- Partners must comply with all applicable data protection laws (e.g., GDPR, CCPA).
- Customer data obtained via Miro engagements may only be used for the specific authorized purpose.
- No customer data may be reused for marketing or cross-selling without explicit customer consent.

- Partners must maintain confidentiality of all non public information you learn during your engagements with Miro.
- Resellers and Distributors shall resell Miro offering in accordance with the partner agreement and other applicable terms. Any delivery of partner's own services by Miro's solution partners (like implementation, consulting, integrations), shall be in accordance with the solution partner program terms available [here](#).

14. Public Sector & Regulated Transactions

- Partners must adhere to all applicable procurement laws and restrictions (e.g., anti-kickback statutes, fair bidding rules).
- Partners may not agree to any special terms outside of what is covered in the Miro standard customer agreements. Any special terms or requirements from the end customer (e.g., non-appropriation clauses) must be coordinated with Miro legal via your CAM.

15. Enforcement & Breach

Violations of the RoE may result in:

- Deal registration cancellation
- Removal of deal protection
- Temporary suspension from the partner program
- Termination in cases of material breach
- Breach of these RoE may also constitute a breach of the Master Partner Agreement, and Miro reserves all rights and remedies available under the MPA and applicable laws.

APPENDIX A

Conflict Disclosure Form (Template)

Partner Organization: _____

Miro Opportunity ID: _____

Nature of Potential Conflict:

- Personal/Familial relationship with Miro AE/CAM.
- Personal/Familial relationship with customer Stakeholder.
- Existing investment/board seat in the customer's organization.
- Other: _____