
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 2)*

Cimpress plc

(Name of Issuer)

Ordinary Shares, par value €0.01 per share
(Title of Class of Securities)

G2143T103
(CUSIP Number)

Spruce House Investment Management LLC
Attention: Keith Cozza
435 Hudson Street, Suite 804
New York, NY 10014
(646) 661-1774

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

March 3, 2024
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAME OF REPORTING PERSONS SPRUCE HOUSE INVESTMENT MANAGEMENT LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*(a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 2,058,904
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 2,058,904
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,058,904	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.82%	
14	TYPE OF REPORTING PERSON OO, IA	

1	NAME OF REPORTING PERSONS SPRUCE HOUSE CAPITAL LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*(a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 2,058,904
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 2,058,904
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,058,904	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.82%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSONS	
	THE SPRUCE HOUSE PARTNERSHIP LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*(a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
	AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		- 0 -
	8	SHARED VOTING POWER
		2,058,904
	9	SOLE DISPOSITIVE POWER
		- 0 -
	10	SHARED DISPOSITIVE POWER
		2,058,904
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	2,058,904	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	7.82%	
14	TYPE OF REPORTING PERSON	
	OO	

1	NAME OF REPORTING PERSONS ZACHARY STERNBERG	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*(a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS AF, PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 16,849
	8	SHARED VOTING POWER 2,058,904
	9	SOLE DISPOSITIVE POWER 16,849
	10	SHARED DISPOSITIVE POWER 2,058,904
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,075,753	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.88%	
14	TYPE OF REPORTING PERSON IN, HC	

1	NAME OF REPORTING PERSONS BENJAMIN STEIN	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*(a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS AF, PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 16,805
	8	SHARED VOTING POWER 2,058,904
	9	SOLE DISPOSITIVE POWER 16,805
	10	SHARED DISPOSITIVE POWER 2,058,904
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,075,709	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.88%	
14	TYPE OF REPORTING PERSON IN, HC	

This Amendment No. 2 to Schedule 13D (“Amendment No. 2”) relates to the Ordinary Shares, par value €0.01 per share (the “Shares”), of Cimpress plc a limited liability corporation organized under the laws of the Ireland (the “Issuer”), and amends the initial statement on Schedule 13D filed with the Securities and Exchange Commission (the “SEC”) on October 10, 2017 as amended by Amendment No. 1 thereto (the “Schedule 13D”). All capitalized terms contained herein but not otherwise defined shall have the meanings ascribed to such terms in the Schedule 13D.

The Schedule 13D is hereby amended as set forth in this Amendment No. 2.

Item 4. Purpose of Transaction

Item 4 of the Schedule 13D is hereby amended to add the following:

On March 3, 2024, The Spruce Partnership entered into a purchase agreement with the Issuer (the “Purchase Agreement”) pursuant to which The Spruce Partnership sold an aggregate of 300,000 Shares to the Issuer, which was treated as a redemption under the articles of association of the Issuer. A copy of the Purchase Agreement is filed as Exhibit 99.1 and the foregoing summary is qualified in its entirety by reference to the Purchase Agreement.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Item 5 of the Schedule 13D is hereby amended and restated as follows:

- (a) The information set forth in the facing pages to this Schedule 13D is incorporated by reference herein. Reporting Persons may be deemed to beneficially own, in the aggregate, 2,092,558 Shares representing approximately 7.95% of the outstanding Shares. Percentages of the outstanding Shares are based upon the 26,636,591 Shares outstanding as of January 29, 2024, as set forth in the Form 10-Q of the Issuer filed with the SEC on February 1, 2024, less the Shares reported herein as sold by certain of the Reporting Persons to the Issuer in a redemption transaction. Each Reporting Person, may be deemed to be a member of a “group” with the other Reporting Persons for the purposes of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, and therefore may be deemed the beneficial owner of the Shares directly owned by the other Reporting Persons. Each Reporting Person disclaims beneficial ownership of such Shares except to the extent of his or its pecuniary interest therein.
- (b) Other than Shares held directly by Messrs. Sternberg and Stein as set forth herein, all of the Shares which the Reporting Persons may be deemed to beneficially own are held directly by The Spruce Partnership. Spruce Investment and Spruce Capital are the investment advisor and general partner, respectively, to The Spruce Partnership, and may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) the Shares held directly by Spruce Partnership. By virtue of their positions with certain of the Reporting Persons, each of Messrs. Sternberg and Stein may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) the Shares held directly by The Spruce Partnership. In addition, Mr. Sternberg and Mr. Stein directly own 16,849 and 16,805 Shares, respectively, and have the sole power to vote and dispose of or direct the vote or disposition of such Shares. Mr. Sternberg also holds unvested restricted stock units or performance restricted stock units representing 5,128 and 6,060 Shares, respectively, which were issued to him in his capacity as a director of the Issuer and were not included in the calculations set forth herein.
- (c) Other than as reported herein, none of the Reporting Persons have entered into any transactions in the Shares during the past sixty (60) days.
- (d) No person other than the Reporting Persons is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, the Ordinary Shares.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 of the Schedule 13D is hereby amended to add the following:

The information set forth in Item 4 is incorporated herein by reference.

Item 7. Material to be Filed as Exhibit

Item 7 of the Schedule 13D is hereby amended to add the following:

Exhibit 99.1 [Purchase Agreement, dated March 3, 2024, between SHP and the Issuer](#)

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: March 5, 2024

Spruce House Investment Management LLC

By: /s/ Zachary Sternberg

Name: Zachary Sternberg

Title: Managing Member

Spruce House Capital LLC

By: /s/ Zachary Sternberg

Name: Zachary Sternberg

Title: Managing Member

The Spruce House Partnership LLC

By: /s/ Zachary Sternberg

Name: Zachary Sternberg

Title: Managing Member

/s/ Zachary Sternberg

Zachary Sternberg

/s/ Benjamin Stein

Benjamin Stein

Execution Copy

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this "**Agreement**") is effective as of March 3, 2024 by and between Cimpress plc, a public limited company formed under the laws of Ireland (the "**Company**"), on the one hand, and The Spruce House Partnership LLC, a Delaware limited liability company, on the other hand (the "**Seller**").

WHEREAS, the Seller owns issued and outstanding ordinary shares, nominal value €0.01 per share, of the Company ("**Ordinary Shares**");

WHEREAS, the Company announced on January 31, 2024 that its Board of Directors authorized the repurchase of up to \$150,000,000 aggregate purchase price of the Company's issued and outstanding ordinary shares (the "**Share Repurchase Program**"); and

WHEREAS, pursuant to the Share Repurchase Program and subject to the terms and conditions set forth herein, the Seller desires to sell, and the Company desires to purchase, free and clear of any and all Liens (as defined herein), an aggregate of 300,000 Ordinary Shares, for an aggregate purchase price of \$29,250,000.00.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, agreements and representations and warranties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I.

PURCHASE AND SALE; CLOSING

Section 1.1. Purchase and Sale. Upon the terms and subject to the conditions of this Agreement, the Seller hereby sells, conveys, assigns, transfers and delivers to the Company (subject to receipt of the payment provided herein), and the Company hereby purchases from the Seller, an aggregate of 300,000 Ordinary Shares (the "**Purchased Shares**"), free and clear of any and all mortgages, pledges, liens, security interests or similar encumbrances (collectively, "**Liens**").

Section 1.2. Purchase Price. Upon the terms and subject to the conditions of this Agreement, at the Closing and in consideration of the aforesaid sale, conveyance, assignment, transfer and delivery to the Company of the Purchased Shares, the Company shall pay to the Seller a price per Purchased Share of \$97.50, for an aggregate price of \$29,250,000.00 in cash (the "**Purchase Price**").

Section 1.3. Expenses. All fees and expenses incurred by each party hereto in connection with the matters contemplated by this Agreement shall be borne by the party incurring such fee or expense, including without limitation the fees and expenses of any investment banks, attorneys, accountants or other experts or advisors retained by such party. Prior to the Closing Date (as defined below), the Seller shall provide to the Company an appropriate, correct and complete Internal Revenue Service Form W-9 or W-8, or if applicable confirm in writing to the Company that any such form which the Company has on file remains appropriate, correct and complete.

Section 1.4. Closing. The consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place no later than Tuesday, March 5, 2024 (the "**Closing Date**"). Notwithstanding anything to the contrary contained in this Agreement, the acquisition of Ordinary Shares by the Company hereunder shall be regarded as, and shall constitute, a redemption by the Company of such Ordinary Shares in accordance with Article 4.2 of the articles of association of the Company.

Section 1.5. Closing Delivery.

(a) At or prior to the Closing Date, in accordance with Section 1.1 hereof, (i) the Seller shall cause its broker(s) to deliver the Purchased Shares to Computershare Trust Company, Inc. ("**Computershare**") through the facilities of the Depository Trust Company's DWAC system, and (ii) the Company shall deliver a letter to Computershare, in a form reasonably acceptable to Computershare, which letter shall include the broker name, telephone number and number of Purchased Shares to be so transferred, instructing Computershare to accept the DWAC.

(b) On the Closing Date, upon confirmation from Computershare that all documents have been delivered in accordance with Sections 1.1 and 1.5(a), the Company shall deliver or cause to be delivered to the Seller the Purchase Price by wire transfer of immediately available funds to such account(s) as the Seller shall have specified in writing prior to such Closing Date.

(c) Each party hereto further agrees to execute and deliver such other instruments as shall be reasonably requested by a party hereto to consummate the transactions contemplated by this Agreement.

ARTICLE II.

REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller hereby makes the following representations and warranties to the Company:

Section 2.1. Existence: Authority. The Seller is an entity is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. The Seller has all requisite limited liability company power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby and has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

Section 2.2. Enforceability. This Agreement has been duly and validly executed and delivered by the Seller, and, assuming due and valid authorization, execution and delivery by the Company, this Agreement will constitute a legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, except as such enforceability may be affected by bankruptcy, insolvency, moratorium and other similar laws relating to or affecting creditors' rights generally and general equitable principles.

Section 2.3. Ownership. The Seller is the beneficial owner of the Purchased Shares free and clear of any and all Liens. The Seller has full power and authority to transfer full legal and beneficial ownership of the Purchased Shares to the Company, and the Seller is not required to obtain the consent or approval of any person or governmental agency or organization to effect the sale of the Purchased Shares.

Section 2.4. Absence of Litigation. There is no suit, action, investigation or proceeding pending or, to the knowledge of the Seller, threatened against the Seller that could impair the ability of the Seller to perform its obligations hereunder or to consummate the transactions contemplated hereby.

Section 2.5. No Brokers or Tax Withholding. The Seller is not a party to any agreement, arrangement or understanding which could result in the Company having any obligation or liability for any brokerage fees, commissions, underwriting discounts or other similar fees or expenses relating to the transactions contemplated by this Agreement.

Section 2.6. Other Acknowledgments. The Seller represents and acknowledges that it is a sophisticated investor and that it knows that the Company may have material non-public information concerning the Company and its condition (financial and otherwise), results of operations, businesses, properties, plans and prospects and that such information could be material to the Seller's decision to sell the Purchased Shares or otherwise materially adverse to the Seller's interests. The Seller acknowledges and agrees that the Company shall have no obligation to disclose to it any such information. The Seller further represents that it has adequate information concerning the business and financial condition of the Company to make an informed decision

regarding the sale of the Purchased Shares and has, independently and without reliance upon the Company, made its or his own analysis and decision to sell the Purchased Shares. With respect to legal, tax, accounting, financial and other considerations involved in the transactions contemplated by this Agreement, including the sale of the Purchased Shares, the Seller is not relying on the Company (or any agent or representative thereof). The Seller has carefully considered and, to the extent it believes such discussion necessary, discussed with professional legal, tax, accounting, financial and other advisors the suitability of the transactions contemplated by this Agreement, including the sale of the Purchased Shares. The Seller acknowledges that none of the Company or any of its directors, officers, subsidiaries or Affiliates has made or makes any representations or warranties, whether express or implied, of any kind except as expressly set forth in this Agreement.

ARTICLE III.

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company makes the following representations and warranties to the Seller:

Section 3.1. Existence; Authority. The Company is a public limited company, validly existing and in good standing (to the extent such concept is applicable in the relevant jurisdiction) under the laws of Ireland. The Company has all requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby and has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement.

Section 3.2. Enforceability. This Agreement has been duly and validly executed, and, assuming due and valid authorization, execution and delivery by the Seller, this Agreement will constitute a legal, valid and binding obligations of the Company, enforceable against it in accordance with its terms, except as such enforceability may be affected by bankruptcy, insolvency, moratorium and other similar laws relating to or affecting creditors' rights generally and general equitable principles. The purchase of the Purchased Shares by the Company (i) was privately negotiated in an independent transaction and (ii) does not violate any rules or regulations applicable to the Company.

Section 3.3. Absence of Litigation. There is no suit, action, investigation or proceeding pending or, to the knowledge of the Company, threatened against the Company that could impair its ability to perform its obligations hereunder or to consummate the transactions contemplated hereby.

Section 3.4. No Brokers. The Company is not a party to any agreement, arrangement or understanding which could result in the Seller having any obligation or liability for any brokerage fees, commissions, underwriting discounts or other similar fees or expenses relating to the transactions contemplated by this Agreement.

ARTICLE IV.

MISCELLANEOUS

Section 4.1. Survival. Each of the representations, warranties, covenants, and agreements in this Agreement shall survive the Closing. Notwithstanding any knowledge of facts determined or determinable by any party by investigation, each party shall have the right to fully rely on the representations, warranties, covenants and agreements of the other parties contained in this Agreement or in any other documents or papers delivered in connection herewith. Each representation, warranty, covenant and agreement of the parties contained in this Agreement is independent of each other representation, warranty, covenant and agreement. Except as expressly set forth in this Agreement, no party has made any representation warranty, covenant or agreement.

Section 4.2. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given if so given) by hand delivery, mail (registered or certified, postage prepaid, return receipt requested) or electronic mail to the respective parties hereto addressed as follows:

If to the Company:

Cimpress plc
First Floor Building 3
Finnabair Business and Technology Park A91 XR61
Dundalk, Co. Louth Ireland
Attention: Matthew Walsh
Email: mwalsh@cimpress.com

If to the Seller:

The Spruce House Partnership LLC
435 Hudson Street, Suite 804
New York, NY 10014
Attention: Keith Cozza
Email: keith@sprucehousecapital.com

Section 4.3. Specific Performance. The Company and the Seller acknowledge and agree that the other would be irreparably injured by a breach of this Agreement and that money damages are an inadequate remedy for an actual or threatened breach of this Agreement. Accordingly, the parties agree to the granting of specific performance of this Agreement and injunctive or other equitable relief as a remedy for any such breach or threatened breach, without proof of actual damages, and further agree to waive any requirement for the securing or posting of any bond in connection with any such remedy. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement, but shall be in addition to all other remedies available at law or equity.

Section 4.4. No Waiver. Any waiver by any party hereto of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party hereto to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

Section 4.5. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding. The parties agree that the court making any such determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of, delete specific words or phrases in, or replace any such invalid or unenforceable provision with one that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

Section 4.6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that this Agreement (and any of the rights, interests or obligations of any party hereunder) may not be assigned by any party without the prior written consent of the other parties hereto (such consent not to be unreasonably withheld). Any purported assignment of a party's rights under this Agreement in violation of the preceding sentence shall be null and void.

Section 4.7. Entire Agreement; Amendments. This Agreement (including any Schedules and Exhibits hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and, except as expressly set forth herein, is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder. This Agreement may be amended only by a written instrument duly executed by the parties hereto or their respective permitted successors or assigns.

Section 4.8. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 4.9. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to choice of law principles thereof that would cause the application of the laws of any other jurisdiction.

Section 4.10. Submission to Jurisdiction. Each of the parties hereto (a) consents to submit itself to the personal jurisdiction of the federal or state courts of the State of New York (the "**Chosen Courts**") in the event any dispute arises out of this Agreement or the transactions contemplated by this Agreement, (b) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it shall not bring any action relating to this Agreement or the transactions contemplated by this Agreement in any court other than the Chosen Courts, and each of the parties irrevocably waives the right to trial by jury, (d) agrees to waive any bonding requirement under any applicable law, in the case any other party seeks to enforce the terms by way of equitable relief, and (e) irrevocably consents to service of process by a reputable overnight delivery service, signature requested, to the address of such party's principal place of business or as otherwise provided by applicable law.

Section 4.11. Counterparts; Facsimile. This Agreement may be executed in counterparts, including by facsimile or PDF electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Section 4.12. Further Assurances. Upon the terms and subject to the conditions of this Agreement, each of the parties hereto agrees to execute such additional documents, to use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate or make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement.

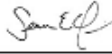
Section 4.13. Interpretation. The parties acknowledge and agree that this Agreement has been negotiated at arm's length and among parties equally sophisticated and knowledgeable in the matters covered hereby. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived.

Section 4.14. Public Disclosure; No Confidentiality. The Company acknowledges that, within the time period required by applicable law, the Seller or an affiliate thereof shall file or cause to be filed with the U.S. Securities and Exchange Commission (the "SEC") a Form 4 and an amendment to their most recent Schedule 13D, as amended, disclosing the transactions contemplated hereby. The parties further acknowledge that no confidentiality or other obligations are created by this Agreement or the transactions contemplated hereby (other than the express obligations set forth in this Agreement) and, without limitation of the foregoing, the Company acknowledges that the Seller may therefore purchase or sell securities of the Company and there is no expectation of the Company that the Seller and its affiliates will refrain from doing so.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

CIMPRESS PLC

By: 
Name: Sean Quinn
Title: Executive Vice President and Chief Financial Officer

THE SPRUCE HOUSE PARTNERSHIP LLC

By: 
Name: Keith Cozza
Title: President and Chief Operating Officer