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

Form 10-Q

(Mark One)

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2017

or

o **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission file number 000-51539

Cimpress N.V.
(Exact Name of Registrant as Specified in Its Charter)

The Netherlands	**98-0417483**
(State or Other Jurisdiction of Incorporation or Organization)	**(I.R.S. Employer Identification No.)**

Hudsonweg 8
5928 LW Venlo
The Netherlands
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: 31-77-850-7700
Securities Registered Pursuant to Section 12(b) of the Act:

Title of Each Class	Name of Exchange on Which Registered
Ordinary Shares, €0.01 par value	NASDAQ Global Select Market

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No o

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☑ No o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company (as defined in Exchange Act Rule 12b-2).

Large accelerated filer ☑	Accelerated filer o	Non-accelerated filer o
	Smaller reporting company o	(Do not check if a smaller reporting company)
	Emerging growth company ☐	

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Exchange Act Rule 12b-2). Yes o No ☑

As of April 21, 2017, there were 31,145,120 of Cimpress N.V. ordinary shares, par value **€**0.01 per share, outstanding.

CIMPRESS N.V.
QUARTERLY REPORT ON FORM 10-Q
For the Three and Nine Months Ended March 31, 2017

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PART I. FINANCIAL INFORMATION

Item 1. ***Financial Statements***

CIMPRESS N.V.
CONSOLIDATED BALANCE SHEETS
(unaudited in thousands, except share and per share data)

	March 31, 2017	June 30, 2016
Assets		
Current assets:		
Cash and cash equivalents	$ 43,467	$ 77,426
Marketable securities	—	7,893
Accounts receivable, net of allowances of $2,253 and $490, respectively	51,426	32,327
Inventory	44,661	18,125
Prepaid expenses and other current assets	77,240	64,997
Total current assets	216,794	200,768
Property, plant and equipment, net	513,148	493,163
Software and web site development costs, net	47,711	35,212
Deferred tax assets	34,248	26,093
Goodwill	516,013	466,005
Intangible assets, net	280,133	216,970
Other assets	29,860	25,658
Total assets	$ 1,637,907	$ 1,463,869
Liabilities, noncontrolling interests and shareholders' equity		
Current liabilities:		
Accounts payable	$ 110,339	$ 86,682
Accrued expenses	201,213	178,987
Deferred revenue	32,802	25,842
Short-term debt	31,216	21,717
Other current liabilities	53,900	22,635
Total current liabilities	429,470	335,863
Deferred tax liabilities	56,047	69,430
Lease financing obligation	107,540	110,232
Long-term debt	860,237	656,794
Other liabilities	57,284	60,173
Total liabilities	1,510,578	1,232,492
Commitments and contingencies (Note 14)		
Redeemable noncontrolling interests	42,604	65,301
Shareholders' equity:		
Preferred shares, par value €0.01 per share, 100,000,000 shares authorized; none issued and outstanding	—	—
Ordinary shares, par value €0.01 per share, 100,000,000 shares authorized; 44,080,627 shares issued; and 31,142,576 and 31,536,732 shares outstanding, respectively	615	615
Treasury shares, at cost, 12,938,051 and 12,543,895 shares, respectively	(597,000)	(548,549)
Additional paid-in capital	358,170	335,192
Retained earnings	449,477	486,482
Accumulated other comprehensive loss	(126,858)	(108,015)
Total shareholders' equity attributable to Cimpress N.V.	84,404	165,725
Noncontrolling interests (Note 11)	321	351
Total shareholders' equity	84,725	166,076
Total liabilities, noncontrolling interests and shareholders' equity	$ 1,637,907	$ 1,463,869

See accompanying notes.

CIMPRESS N.V.
CONSOLIDATED STATEMENTS OF OPERATIONS
(unaudited in thousands, except share and per share data)

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2017	2016	2017	2016
Revenue	$ 550,585	$ 436,817	$ 1,571,149	$ 1,308,839
Cost of revenue (1)	268,482	196,911	757,898	551,543
Technology and development expense (1)	63,236	54,597	178,528	152,534
Marketing and selling expense (1)	167,284	124,655	451,310	374,795
General and administrative expense (1)	45,730	36,532	150,471	106,468
Amortization of acquired intangible assets	13,450	10,812	33,542	30,114
Restructuring expense (1)	24,790	—	25,890	381
Impairment of goodwill and acquired intangible assets	9,556	30,841	9,556	30,841
(Loss) income from operations	(41,943)	(17,531)	(36,046)	62,163
Other (expense) income, net	(6,582)	(9,003)	21,835	7,929
Interest expense, net	(11,584)	(10,091)	(31,119)	(28,377)
(Loss) income before income taxes	(60,109)	(36,625)	(45,330)	41,715
Income tax (benefit) provision	(17,431)	(854)	(7,644)	8,473
Net (loss) income	(42,678)	(35,771)	(37,686)	33,242
Add: Net loss (income) attributable to noncontrolling interest	(256)	3,100	677	4,177
Net (loss) income attributable to Cimpress N.V.	$ (42,934)	$ (32,671)	$ (37,009)	$ 37,419
Basic net (loss) income per share attributable to Cimpress N.V.	$ (1.38)	$ (1.04)	$ (1.18)	$ 1.18
Diluted net (loss) income per share attributable to Cimpress N.V.	$ (1.38)	$ (1.04)	$ (1.18)	$ 1.13
Weighted average shares outstanding — basic	31,103,388	31,343,711	31,323,451	31,734,226
Weighted average shares outstanding — diluted	31,103,388	31,343,711	31,323,451	33,065,970

(1) Share-based compensation is allocated as follows:

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2017	2016	2017	2016
Cost of revenue	$ 91	$ 3	$ 209	$ 57
Technology and development expense	1,123	1,606	6,566	4,358
Marketing and selling expense	1,242	387	3,542	1,223
General and administrative expense	4,084	3,957	19,071	12,571
Restructuring expense	6,257	—	6,257	—

See accompanying notes.

CIMPRESS N.V.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(unaudited in thousands)

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2017	**2016**	**2017**	**2016**
Net (loss) income	$ (42,678)	$ (35,771)	$ (37,686)	$ 33,242
Other comprehensive (loss) income, net of tax:				
Foreign currency translation gain (loss), net of hedges	14,884	27,563	(23,086)	3,426
Net unrealized (loss) gain on derivative instruments designated and qualifying as cash flow hedges	(426)	(4,820)	7,049	(5,282)
Amounts reclassified from accumulated other comprehensive loss to net (loss) income on derivative instruments	895	3,160	(4,698)	3,600
Unrealized (loss) gain on available-for-sale-securities	—	27	(5,756)	(1,063)
Amounts reclassified from accumulated other comprehensive loss to net (loss) income for realized gains on available-for-sale securities	—	—	2,268	—
Gain on pension benefit obligation, net	2,185	811	2,221	900
Comprehensive (loss) income	(25,140)	(9,030)	(59,688)	34,823
Add: Comprehensive (income) loss attributable to noncontrolling interests	(778)	653	3,847	2,641
Total comprehensive (loss) income attributable to Cimpress N.V.	$ (25,918)	$ (8,377)	$ (55,841)	$ 37,464

See accompanying notes.

CIMPRESS N.V.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited in thousands)

	Nine Months Ended March 31,	
	2017	2016
Operating activities		
Net (loss) income	$ (37,686)	$ 33,242
Adjustments to reconcile net (loss) income to net cash provided by operating activities:		
Depreciation and amortization	115,784	96,517
Impairment of goodwill and acquired intangible assets	9,556	30,841
Share-based compensation expense	35,645	18,153
Deferred taxes	(37,849)	(11,181)
Abandonment of long-lived assets	1,730	9,763
Change in contingent earn-out liability	27,364	—
Gain on sale of available-for-sale securities	(2,268)	—
Unrealized loss on derivatives not designated as hedging instruments included in net (loss) income	839	979
Effect of exchange rate changes on monetary assets and liabilities denominated in non-functional currency	(7,215)	(3,172)
Other non-cash items	2,393	2,795
Gain on proceeds from insurance	—	(3,136)
Changes in operating assets and liabilities:		
Accounts receivable	3,434	2,370
Inventory	(7,136)	(1,316)
Prepaid expenses and other assets	2,389	(4,269)
Accounts payable	9,908	12,496
Accrued expenses and other liabilities	6,756	11,136
Net cash provided by operating activities	123,644	195,218
Investing activities		
Purchases of property, plant and equipment	(56,916)	(62,641)
Business acquisitions, net of cash acquired	(204,875)	(162,440)
Purchases of intangible assets	(110)	(453)
Capitalization of software and website development costs	(28,678)	(18,184)
Proceeds from sale of available-for-sale securities	6,346	—
Proceeds from the sale of assets	4,231	—
Proceeds from insurance related to investing activities	—	3,624
Other investing activities	2,496	775
Net cash used in investing activities	(277,506)	(239,319)
Financing activities		
Proceeds from borrowings of debt	612,004	516,008
Payments of debt and debt issuance costs	(398,282)	(332,191)
Payment of purchase consideration included in acquisition-date fair value	(539)	(4,350)
Payments of withholding taxes in connection with equity awards	(10,816)	(5,768)
Payments of capital lease obligations	(12,029)	(10,137)
Purchase of ordinary shares	(50,008)	(153,467)
Purchase of noncontrolling interests	(20,230)	—
Proceeds from issuance of ordinary shares	331	3,379
Capital contribution from noncontrolling interest	1,404	5,141
Other financing activities	1,281	(303)
Net cash provided by financing activities	123,116	18,312
Effect of exchange rate changes on cash	(3,213)	(1,069)
Net decrease in cash and cash equivalents	(33,959)	(26,858)
Cash and cash equivalents at beginning of period	77,426	103,584
Cash and cash equivalents at end of period	$ 43,467	$ 76,726

See accompanying notes.

CIMPRESS N.V.
CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
(unaudited in thousands)

	Nine Months Ended March 31,	
	2017	**2016**
Supplemental disclosures of cash flow information:		
Cash paid during the period for:		
Interest	$ 27,430	$ 22,882
Income taxes	35,967	11,089
Non-cash investing and financing activities:		
Capitalization of construction costs related to financing lease obligation	$ —	$ 19,264
Property and equipment acquired under capital leases	12,099	7,244
Amounts due for acquisitions of businesses	31,613	18,361

See accompanying notes.

1. Description of the Business

We are a technology driven company that aggregates, largely via the Internet, large volumes of small, individually customized orders for a broad spectrum of print, signage, apparel and similar products. We fulfill those orders with manufacturing capabilities that include Cimpress owned and operated manufacturing facilities and a network of third-party fulfillers to create customized products for customers on-demand. We bring our products to market through a portfolio of focused brands serving the needs of micro, small- and medium-sized businesses, resellers and consumers. These brands include Vistaprint, our global brand for micro business marketing products and services, as well as brands that we have acquired that serve the needs of various market segments, including resellers, small- and medium-sized businesses with differentiated service needs, and consumers purchasing products for themselves and their families.

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying unaudited consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP") for interim financial information and, accordingly, do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of management, all adjustments, consisting primarily of normal recurring accruals, considered necessary for fair statement of the results of operations for the interim periods reported and of our financial condition as of the date of the interim balance sheet have been included.

The consolidated financial statements include the accounts of Cimpress N.V., its wholly owned subsidiaries, entities in which we maintain a controlling financial interest, and those entities in which we have a variable interest and are the primary beneficiary. Intercompany balances and transactions have been eliminated.

Operating results for the three and nine months ended March 31, 2017 are not necessarily indicative of the results that may be expected for the year ending June 30, 2017 or for any other period. The consolidated balance sheet at June 30, 2016 has been derived from our audited consolidated financial statements at that date but does not include all of the information and footnotes required by GAAP for complete financial statements. These unaudited consolidated financial statements should be read in conjunction with the audited consolidated financial statements for the year ended June 30, 2016 included in our Annual Report on Form 10-K filed with the United States Securities and Exchange Commission (the "SEC").

Changes in Presentation of Financial Statements

During the third quarter of fiscal 2017 we changed the presentation of amortization expense for acquired intangible assets. The expense was previously classified within each of the respective expense lines of our consolidated statement of operations and now is presented as a separate financial statement line item, "Amortization of acquired intangible assets". Prior period results have been recast to reflect this change.

In addition, given the significance of our current quarter restructuring charges we are presenting these expenses as a separate financial statement line item, "Restructuring expense", in our consolidated statement of operations. Restructuring expense includes costs associated with restructuring initiatives, including one-time and contractual termination benefits, share-based compensation, consulting or legal fees directly related to the restructuring initiative, costs associated with facility-related exit activities, and other related charges. Prior period results have been recast to reflect this change.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. We believe our most significant estimates are associated with the ongoing evaluation of the recoverability of our long-lived assets and goodwill, estimated useful lives of assets, share-based compensation, accounting for business combinations, and income taxes and related valuation allowances, among others. By their nature, estimates are subject to an inherent degree of uncertainty. Actual results could differ from those estimates.

Abandonment of Long-Lived Assets

Long-lived assets with a finite life are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets might not be recoverable. Conditions that would necessitate an impairment assessment include a significant decline in the observable market value of an asset, a significant change in the extent or manner in which an asset is used, or any other significant adverse change that would indicate that the carrying amount of an asset or group of assets may not be recoverable. During the three and nine months ended March 31, 2017, we ceased use of certain manufacturing equipment and recognized an abandonment loss of $1,730, of which $1,119 was recognized as part of cost of revenue and $611 as part of restructuring expense. For the comparative three and nine months ended March 31, 2016, we recognized a loss of $6,741 and $9,763, respectively, as part of cost of revenue.

Share-Based Compensation

During the three and nine months ended March 31, 2017, we recorded share-based compensation expense of $12,797 and $35,645, respectively, and $5,953 and $18,209 during the three and nine months ended March 31, 2016, respectively. Our share-based compensation increased primarily as a result of the current quarter restructuring activity. As of March 31, 2017, there was $87,387 of total unrecognized compensation cost related to non-vested share-based compensation arrangements. This cost is expected to be recognized over a weighted average period of 1.8 years.

During the first quarter of fiscal 2017, we began granting performance share units, or PSUs, associated with our new long-term incentive program. Compensation expense for our PSUs is estimated at fair value on the date of grant, which is fixed throughout the vesting period. The fair value is determined using a Monte Carlo simulation valuation model. As the PSUs include both a service and market condition the related expense is recognized using the accelerated expense attribution method over the requisite service period for each separately vesting portion of the award. For PSUs that meet the service vesting condition, the expense recognized over the requisite service period will not be reversed if the market condition is not achieved.

Foreign Currency Translation

Our non-U.S. dollar functional currency subsidiaries translate their assets and liabilities denominated in their functional currency to U.S. dollars at current rates of exchange in effect at the balance sheet date, and revenues and expenses are translated at average rates prevailing throughout the period. The resulting gains and losses from translation are included as a component of accumulated other comprehensive loss. Transaction gains and losses and remeasurement of assets and liabilities denominated in currencies other than an entity’s functional currency are included in other (expense) income, net in our consolidated statements of operations.

Other (expense) Income, net

The following table summarizes the components of other (expense) income, net:

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2017	2016	2017	2016
(Losses) gains on derivatives not designated as hedging instruments (1)	$ (817)	$ (1,505)	$ 12,737	$ 4,048
Currency-related (losses) gains, net (2)	(6,304)	(7,656)	5,719	(149)
Other gains (3)	539	158	3,379	4,030
Total other (expense) income, net	$ (6,582)	$ (9,003)	$ 21,835	$ 7,929

(1) Primarily relates to both realized and unrealized gains on derivative forward currency contracts not designated as hedging instruments.

(2) We have significant non-functional currency intercompany financing relationships subject to currency exchange rate volatility and the net currency related (losses) gains for the three and nine months ended March 31, 2017 and 2016 are primarily driven by this intercompany activity. In addition, we have certain cross-currency swaps designated as cash flow hedges, which hedge against the remeasurement of certain intercompany loans, both presented in the same component above. For the three and nine months ended March 31, 2017, we recognized unrealized losses of $1,709 and gains of $4,684, respectively.

(3) The gain recognized during the nine months ended March 31, 2017, primarily relates to the gain on the sale of Plaza Create Co. Ltd. available-for-sale securities of $2,268. During the prior comparable period, we recognized gains related to insurance recoveries of $3,136.

Net (Loss) Income Per Share Attributable to Cimpress N.V.

Basic net (loss) income per share attributable to Cimpress N.V. is computed by dividing net (loss) income attributable to Cimpress N.V. by the weighted-average number of ordinary shares outstanding for the respective period. Diluted net (loss) income per share attributable to Cimpress N.V. gives effect to all potentially dilutive securities, including share options, restricted share units (“RSUs”), restricted share awards ("RSAs") and PSUs, if the effect of the securities is dilutive using the treasury stock method. Awards with performance or market conditions are included using the treasury stock method only if the conditions would have been met as of the end of the reporting period and their effect is dilutive.

The following table sets forth the reconciliation of the weighted-average number of ordinary shares:

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2017	2016	2017	2016
Weighted average shares outstanding, basic	31,103,388	31,343,711	31,323,451	31,734,226
Weighted average shares issuable upon exercise/vesting of outstanding share options/RSUs/RSAs (1)	—	—	—	1,331,744
Shares used in computing diluted net (loss) income per share attributable to Cimpress N.V.	31,103,388	31,343,711	31,323,451	33,065,970
Weighted average anti-dilutive shares excluded from diluted net (loss) income per share attributable to Cimpress N.V.	1,262,902	1,382,013	1,379,481	41,919

(1) In the periods in which a net loss is recognized, the impact of share options, RSUs, and RSAs is not included as they are anti-dilutive.

Treasury Shares

Treasury shares are accounted for using the cost method and are included as a component of shareholders' equity. During the nine months ended March 31, 2017, we repurchased 593,763 shares for a total cost of $50,008, inclusive of transaction costs. We did not repurchase any of our shares during the three months ended March 31, 2017.

We repurchased 156,778 and 2,159,613 of our ordinary shares, for a total cost of $11,263 and $153,467, respectively, during the three and nine months ended March 31, 2016, in connection with our publicly announced share repurchase authorizations.

Waltham Lease Arrangement

In July 2013, we executed a lease agreement to move our Lexington, Massachusetts, USA operations to a then yet to be constructed facility in Waltham, Massachusetts, USA. During the first quarter of fiscal 2016, the building was completed and we commenced lease payments in September 2015 and will make lease payments through September 2026.

For accounting purposes, we were deemed to be the owner of the Waltham building during the construction period and accordingly we recorded the construction project costs incurred by the landlord as an asset with a corresponding financing obligation on our balance sheet. We evaluated the Waltham lease in the first quarter of fiscal 2016 and determined the transaction did not meet the criteria for "sale-leaseback" treatment due to our planned subleasing activity over the term of the lease. Accordingly, we began depreciating the asset and incurring interest expense related to the financing obligation recorded on our consolidated balance sheet. We bifurcate the lease payments pursuant to the Waltham lease into (i) a portion that is allocated to the building and (ii) a portion that is allocated to the land on which the building was constructed. The portion of the lease obligations allocated to the land is treated as an operating lease that commenced in fiscal 2014.

Property, plant and equipment, net, included $117,075 and $120,168 as of March 31, 2017 and June 30, 2016, respectively, related to the building. The financing lease obligation and deferred rent credit related to the building on our consolidated balance sheets was $120,110 and $122,801 as of March 31, 2017 and June 30, 2016, respectively.

Recently Issued or Adopted Accounting Pronouncements

New Accounting Standards Adopted

In January 2017, the FASB issued Accounting Standards Update No. 2017-04, "Intangibles - Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment," (ASU 2017-04), which changes how an entity is required to test for goodwill impairment by eliminating Step 2 from the goodwill impairment test. We are now required to compare the fair value of the reporting unit with its carrying value and recognize an impairment charge for the amount by which the carrying amount exceeds the reporting unit's fair value. The new standard is effective for us on July 1, 2020. We elected to early adopt this standard effective for the third quarter of fiscal 2017. We applied the new standard when performing the goodwill impairment test discussed in Note 7.

Issued Accounting Standards to be Adopted

In November 2016, the FASB issued Accounting Standards Update No. 2016-18, "Statement of Cash Flows (Topic 230) Restricted Cash," (ASU 2016-18), which requires that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The amendment is effective for us on July 1, 2018 and permits early adoption. This amendment will affect the presentation of our statement of cash flows once adopted and we do not expect it to have material impact on our consolidated financial statements.

In October 2016, the FASB issued Accounting Standards Update No. 2016-16, "Income Taxes (Topic 740): Intra-Entity Transfers of Assets Other Than Inventory," (ASU 2016-16), which requires the recognition for income tax consequences of an intra-entity transfer of an asset other than inventory when the transfer occurs. The new standard is effective for us on July 1, 2018 and permits early adoption. We are currently evaluating our adoption timing and the effect that ASU 2016-16 will have on our consolidated financial statements.

In March 2016, the FASB issued Accounting Standards Update No. 2016-04,"Liabilities - Extinguishment of Liabilities (Subtopic 405-20): Recognition of Breakage for Certain Prepaid Stored-Value Products," (ASU 2016-04), which requires an entity to recognize breakage for a liability resulting from the sale of a prepaid stored-value product in proportion to the pattern of rights expected to be exercised by the product holder only to the extent that it is probable that a significant reversal of the recognized breakage amount will not subsequently occur. The new standard is effective for us on July 1, 2018. The standard permits early adoption and should be applied either retrospectively to each period presented or by means of a cumulative adjustment to retained earnings as of the beginning of the fiscal year adopted. We do not expect the effect of ASU 2016-04 to have a material impact on our consolidated financial statements.

In March 2016, the FASB issued Accounting Standards Update No. 2016-02,"Leases (Topic 842)," (ASU 2016-02), which requires the recognition of lease assets and lease liabilities by lessees for those leases currently classified as operating lease. The standard also retains a distinction between finance leases and operating leases. The new standard is effective for us on July 1, 2019. The standard permits early adoption. We are currently evaluating our adoption timing and the effect that ASU 2016-02 will have on our consolidated financial statements.

In January 2016, the FASB issued Accounting Standards Update No. 2016-01,"Financial Instruments- Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities," (ASU 2016-01) which requires an entity to recognize the fair value change of equity securities with readily determinable fair values in net income which was previously recognized within other comprehensive income. The new standard is effective for us on July 1, 2018. The standard does not permit early adoption and should be applied by means of a cumulative-effect adjustment to the balance sheet as of the beginning of the fiscal year of adoption. The impact of ASU 2016-01 will result in the recognition of fair value changes for our available-for-sale securities within earnings. While we do not believe the impact will be material based on our current investments, it could create volatility in our consolidated statement of operations.

In July 2015, FASB issued Accounting Standards Update No. 2015-11,"Simplifying the Measurement of Inventory," (ASU 2015-11) which requires an entity to measure inventory at the lower of cost and net realizable value. Net realizable value is the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. The new standard is effective for us on July 1, 2017 and will be applied prospectively as of the interim or annual period of adoption. We do not expect the effect of ASU 2015-11 to have a material impact on our consolidated financial statements.

In May 2014, the FASB issued Accounting Standards Update No. 2014-09,"Revenue from Contracts with Customers," (ASU 2014-09) which requires an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. This guidance will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. The FASB has elected to defer the effective date to fiscal years beginning after December 15, 2017, which would result in an effective date for us of July 1, 2018, with early application permitted one year earlier. The standard permits the use of either the retrospective or cumulative catch-up transition method. We are currently evaluating our adoption timing and the effect that ASU 2014-09 will have on our consolidated financial statements.

3. Fair Value Measurements

The following table summarizes our investments in marketable securities:

	June 30, 2016		
	Amortized Cost Basis (2)	Unrealized gain	Estimated Fair Value
Available-for-sale securities			
Plaza Create Co. Ltd. common shares (1)	$ 4,405	$ 3,488	$ 7,893
Total investments in available-for-sale securities	$ 4,405	$ 3,488	$ 7,893

(1) On December 22, 2016, we sold all available-for-sale securities held in Plaza Create Co. Ltd recognizing a gain of $2,268 as a part of other (expense) income, net, for the nine months ended March 31, 2017.
(2) Amortized cost basis represents our initial investment adjusted for currency translation.

We use a three-level valuation hierarchy for measuring fair value and include detailed financial statement disclosures about fair value measurements. The valuation hierarchy is based upon the transparency of inputs to the valuation of an asset or liability as of the measurement date. The three levels are defined as follows:

- *Level 1:* Inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets.
- *Level 2:* Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets in markets that are not active and inputs that are

observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.

- *Level 3:* Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The following tables summarize our assets and liabilities that are measured at fair value on a recurring basis and are categorized using the fair value hierarchy:

	March 31, 2017			
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets				
Interest rate swap contracts	$ 2,394	$ —	$ 2,394	$ —
Cross-currency swap contracts	1,661	—	1,661	—
Currency forward contracts	10,559	—	10,559	—
Total assets recorded at fair value	$ 14,614	$ —	$ 14,614	$ —
Liabilities				
Interest rate swap contracts	$ (355)	$ —	$ (355)	$ —
Cross-currency swap contracts	(2,706)	—	(2,706)	—
Currency forward contracts	(622)	—	(622)	—
Currency option contracts	(341)	—	(341)	—
Contingent consideration	(3,637)	—	—	(3,637)
Total liabilities recorded at fair value	$ (7,661)	$ —	$ (4,024)	$ (3,637)

	June 30, 2016			
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets				
Available-for-sale securities	$ 7,893	$ 7,893	$ —	$ —
Currency forward contracts	9,821	—	9,821	—
Total assets recorded at fair value	$ 17,714	$ 7,893	$ 9,821	$ —
Liabilities				
Interest rate swap contracts	$ (2,180)	$ —	$ (2,180)	$ —
Cross-currency swap contracts	(8,850)	—	(8,850)	—
Currency forward contracts	(315)	—	(315)	—
Contingent consideration	(1,212)	—	—	(1,212)
Total liabilities recorded at fair value	$ (12,557)	$ —	$ (11,345)	$ (1,212)

During the quarter ended March 31, 2017 and year ended June 30, 2016, there were no significant transfers in or out of Level 1, Level 2 and Level 3 classifications.

The valuations of the derivatives intended to mitigate our interest rate and currency risk are determined using widely accepted valuation techniques, including discounted cash flow analysis on the expected cash flows of each instrument. This analysis utilizes observable market-based inputs, including interest rate curves, interest rate volatility, or spot and forward exchange rates, and reflects the contractual terms of these instruments, including the period to maturity. We incorporate credit valuation adjustments to appropriately reflect both our own nonperformance risk and the respective counterparties' nonperformance risk in the fair value measurements. In adjusting the fair value of our derivative contracts for the effect of nonperformance risk, we have considered the impact of netting and any applicable credit enhancements.

Although we have determined that the majority of the inputs used to value our derivatives fall within Level 2 of the fair value hierarchy, the credit valuation adjustments associated with our derivatives utilize Level 3 inputs, such as estimates of current credit spreads, to appropriately reflect both our own nonperformance risk and the respective counterparties' nonperformance risk in the fair value measurement. However, as of March 31, 2017, we have assessed the significance of the impact of the credit valuation adjustments on the overall valuation of our derivative positions and have determined that the credit valuation adjustments are not significant to the overall valuation of our derivatives. As a result, we have determined that our derivative valuations in their entirety are classified in Level 2 in the fair value hierarchy.

Contingent consideration obligations are measured at fair value and are based on significant inputs not observable in the market, which represents a Level 3 measurement within the fair value hierarchy. The valuation of contingent consideration uses assumptions and estimates to forecast a range of outcomes and probabilities for the contingent consideration. Certain contingent consideration obligations are valued using a Monte Carlo simulation model. We assess these assumptions and estimates on a quarterly basis as additional data impacting the assumptions is obtained. Any changes in the fair value of contingent consideration related to updated assumptions and estimates will be recognized within general and administrative expenses in the consolidated statements of operations during the period in which the change occurs.

As part of the acquisition of WIRmachenDRUCK on February 1, 2016, we agreed to a contingent payment payable at our option in cash or shares during the third quarter of fiscal 2018 based on the achievement of a cumulative gross profit target for calendar years 2016 and 2017. The fair value of this contingent liability is $29,677 as of March 31, 2017, of which $3,637 is considered contingent consideration and included in the table below. The remaining portion of the liability is classified as a compensation arrangement and is discussed in Note 8.

The following table represents the changes in fair value of Level 3 contingent consideration:

	Nine Months Ended March 31,	
	2017 (1)	2016 (1)(2)
Balance at June 30, 2016 and 2015, respectively	$ 1,212	$ 7,833
Fair value at acquisition date	—	1,185
Fair value adjustment	2,514	—
Foreign currency impact	(89)	139
Balance at March 31	$ 3,637	$ 9,157

(1) Classified as long-term liability as of June 30, 2016 and current liability as of March 31, 2017 on the consolidated balance sheet. As of June 30, 2015 and March 31, 2016, contingent considerations were classified as current liabilities on the consolidated balance sheet.
(2) Contingent consideration balance as of March 31, 2016, which related to our Printdeal acquisition, was paid during the fourth quarter of fiscal 2016.

As of March 31, 2017 and June 30, 2016, the carrying amounts of our cash and cash equivalents, accounts receivables, accounts payable, and other current liabilities approximated their estimated fair values. As of March 31, 2017 and June 30, 2016 the carrying value of our debt, excluding debt issuance costs and debt discounts was $897,570 and $685,897, respectively, and the fair value was $919,973 and $686,409, respectively. Our debt at March 31, 2017 includes variable rate debt instruments indexed to LIBOR that resets periodically and fixed rate debt instruments. The estimated fair value of our debt was determined using available market information based on recent trades or activity of debt instruments with substantially similar risks, terms and maturities, which fall within Level 2 under the fair value hierarchy. The estimated fair value of assets and liabilities disclosed above may not be representative of actual values that could have been or will be realized in the future.

4. Derivative Financial Instruments

We use derivative financial instruments, such as interest rate swap contracts, cross-currency swap contracts, and currency forward and option contracts to manage interest rate and foreign currency exposures. Derivatives are recorded in the consolidated balance sheets at fair value. If the derivative is designated as a cash flow hedge or net investment hedge, then the effective portion of changes in the fair value of the derivative is recorded in accumulated other comprehensive loss and is subsequently reclassified into earnings in the period the hedged forecasted transaction affects earnings. If a derivative is deemed to be ineffective, then the ineffective portion of the change in fair value of the derivative is recognized directly in earnings. The change in the fair value of derivatives not designated as hedges is recognized directly in earnings, as a component of other (expense) income, net.

Hedges of Interest Rate Risk

We enter into interest rate swap contracts to manage variability in the amount of our known or expected cash payments related to a portion of our debt. Our objective in using interest rate swaps is to add stability to interest expense and to manage our exposure to interest rate movements. We designate our interest rate swaps as cash flow hedges. Interest rate swaps designated as cash flow hedges involve the receipt of variable amounts from a counterparty in exchange for us making fixed-rate payments over the life of the contract agreements without exchange of the underlying notional amount. Realized gains or losses from interest rate swaps are recorded in earnings, as a component of interest expense, net. A portion of two of our interest rate swap contracts was deemed to be ineffective during the three and nine months ended March 31, 2017 and one of our contracts was deemed to be ineffective during the prior comparative periods.

Amounts reported in accumulated other comprehensive loss related to interest rate swap contracts will be reclassified to interest expense as interest payments are accrued or made on our variable-rate debt. As of March 31, 2017, we estimate that $422 will be reclassified from accumulated other comprehensive loss to interest expense during the twelve months ending March 31, 2018. As of March 31, 2017, we had five outstanding interest rate swap contracts indexed to one-month LIBOR. These instruments were designated as cash flow hedges of interest rate risk and have varying start dates and maturity dates through June 2024.

Interest rate swap contracts outstanding:	Notional Amounts	
Contracts accruing interest as of March 31, 2017	$	60,000
Contracts with a future start date		140,000
Total	$	200,000

Hedges of Currency Risk

Cross-Currency Swap Contracts

From time to time, we execute cross-currency swap contracts designated as cash flow hedges or net investment hedges. Cross-currency swaps involve an initial receipt of the notional amount in the hedge currency in exchange for our reporting currency based on a contracted exchange rate. Subsequently, we receive fixed rate payments in our reporting currency in exchange for fixed rate payments in the hedged currency over the life of the contract. At maturity, the final exchange involves the receipt of our reporting currency in exchange for the notional amount in the hedged currency.

Cross-currency swap contracts designated as cash flow hedges are executed to mitigate our currency exposure to the interest receipts as well as the principal remeasurement and repayment associated with certain intercompany loans denominated in a currency other than our reporting currency, the U.S. Dollar. As of March 31, 2017, we had two outstanding cross-currency swap contracts designated as cash flow hedges with a total notional amount of $120,011, both maturing during June 2019. We entered into the two cross-currency swap contracts to hedge the risk of changes in one Euro denominated intercompany loan entered into with one of our consolidated subsidiaries that has the Euro as its functional currency.

During the three and nine months ended March 31, 2017, we recorded unrealized losses of $740 and unrealized gains of $3,971, respectively, net of tax, in accumulated other comprehensive loss. Amounts reported in accumulated other comprehensive loss will be reclassified to other (expense) income, net as interest payments are accrued or paid and upon remeasuring the intercompany loan. As of March 31, 2017, we estimate that $2,224 will be reclassified from accumulated other comprehensive loss to other (expense) income, net during the twelve months ending March 31, 2018.

Cross-currency swap contracts designated as net investment hedges are executed to mitigate our currency exposure of net investments in subsidiaries that have reporting currencies other than the U.S. Dollar. As of

March 31, 2017, we had two outstanding cross-currency swap contracts designated as net investment hedges with a total notional amount of $122,969, both maturing during April 2019. We entered into the two cross-currency swap contracts to hedge the risk of changes in the U.S. Dollar equivalent value of a portion of our net investment in a consolidated subsidiary that has the Euro as its functional currency. During the three and nine months ended March 31, 2017, we recorded unrealized losses of $841 and unrealized gains of $3,983, respectively, net of tax, in accumulated other comprehensive loss as a component of our cumulative translation adjustment, and unrealized losses of $2,999 and $70, for the three and nine months ended March 31, 2016, respectively.

We did not hold any ineffective cross-currency swaps during the three and nine months ended March 31, 2017 and 2016.

Other Currency Contracts

We execute currency forward and option contracts in order to mitigate our exposure to fluctuations in various currencies against our reporting currency, the U.S. Dollar.

As of March 31, 2017, we had six currency forward contracts designated as net investment hedges with a total notional amount of $175,262, maturing during various dates through October 2022. We entered into these contracts to hedge the risk of changes in the U.S. Dollar equivalent value of a portion of our net investment in a consolidated subsidiary that has the Euro as its functional currency.

We have elected not to apply hedge accounting for all other currency forward and option contracts. During the three and nine months ended March 31, 2017 and 2016, we have experienced volatility within other (expense) income, net in our consolidated statements of operations from unrealized gains and losses on the mark-to-market of outstanding currency forward and option contracts. We expect this volatility to continue in future periods for contracts for which we do not apply hedge accounting. Additionally, since our hedging objectives may be targeted at non-GAAP financial metrics that exclude non-cash items such as depreciation and amortization, we may experience increased, not decreased, volatility in our GAAP results as a result of our currency hedging program.

As of March 31, 2017, we had the following outstanding currency derivative contracts that were not designated for hedge accounting and were used to hedge fluctuations in the U.S. Dollar value of forecasted transactions denominated in Australian Dollar, Canadian Dollar, Danish Krone, Euro, British Pound, Indian Rupee, Japanese Yen, New Zealand Dollar, Norwegian Krone, Swedish Krona, Mexican Peso, and Swiss Franc:

Notional Amount	Effective Date	Maturity Date	Number of Instruments	Index
$308,301	December 2015 through September 2016	Various dates through September 2018	449	Various

Financial Instrument Presentation

The table below presents the fair value of our derivative financial instruments as well as their classification on the balance sheet as of March 31, 2017 and June 30, 2016:

	March 31, 2017							
	Asset Derivatives				Liability Derivatives			
Derivatives designated as hedging instruments	Balance Sheet line item	Gross amounts of recognized assets	Gross amount offset in consolidated balance sheet	Net amount	Balance Sheet line item	Gross amounts of recognized liabilities	Gross amount offset in consolidated balance sheet	Net amount
Derivatives in Cash Flow Hedging Relationships								
Interest rate swaps	Other non-current assets	$ 2,705	$ (311)	$ 2,394	Other current liabilities / other liabilities	$ (468)	$ 113	$ (355)
Cross-currency swaps	Other non-current assets	1,661	—	1,661	Other liabilities	—	—	—
Derivatives in Net Investment Hedging Relationships								
Cross-currency swaps	Other non-current assets	—	—	—	Other liabilities	(2,706)	—	(2,706)
Currency forward contracts	Other non-current assets	895	(195)	700	Other liabilities	(622)	—	(622)
Total derivatives designated as hedging instruments		$ 5,261	$ (506)	$ 4,755		$ (3,796)	$ 113	$ (3,683)
Derivatives not designated as hedging instruments								
Currency forward contracts	Other current assets / other assets	$ 10,846	$ (987)	$ 9,859	Other current liabilities / other liabilities	$ —	$ —	$ —
Currency option contracts	Other current assets / other assets	—	—	—	Other current liabilities / other liabilities	(341)	—	(341)
Total derivatives not designated as hedging instruments		$ 10,846	$ (987)	$ 9,859		$ (341)	$ —	$ (341)

	June 30, 2016							
	Asset Derivatives				Liability Derivatives			
Derivatives designated as hedging instruments	Balance Sheet line item	Gross amounts of recognized assets	Gross amount offset in consolidated balance sheet	Net amount	Balance Sheet line item	Gross amounts of recognized liabilities	Gross amount offset in consolidated balance sheet	Net amount
Derivatives in Cash Flow Hedging Relationships								
Interest rate swaps	Other non-current assets	$ —	$ —	$ —	Other current liabilities / other liabilities	$ (2,180)	$ —	$ (2,180)
Cross-currency swaps	Other non-current assets	—	—	—	Other liabilities	(2,080)	—	(2,080)
Derivatives in Net Investment Hedging Relationships								
Cross-currency swaps	Other non-current assets	—	—	—	Other liabilities	(6,770)	—	(6,770)
Currency forward contracts	Other non-current assets	—	—	—	Other liabilities	(165)	—	(165)
Total derivatives designated as hedging instruments		$ —	$ —	$ —		$ (11,195)	$ —	$ (11,195)
Derivatives not designated as hedging instruments								
Currency forward contracts	Other current assets	$ 10,748	$ (927)	$ 9,821	Other current liabilities	$ (508)	$ 358	$ (150)
Total derivatives not designated as hedging instruments		$ 10,748	$ (927)	$ 9,821		$ (508)	$ 358	$ (150)

The following table presents the effect of our derivative financial instruments designated as hedging instruments and their classification within comprehensive loss for the three and nine months ended March 31, 2017 and 2016:

Derivatives in Hedging Relationships	Amount of Gain (Loss) Recognized in Comprehensive (Loss) Income on Derivatives (Effective Portion)			
	Three Months Ended March 31,		Nine Months Ended March 31,	
In thousands	2017	2016	2017	2016
Derivatives in Cash Flow Hedging Relationships				
Interest rate swaps	$ 314	$ (905)	$ 3,078	$ (1,367)
Cross-currency swaps	(740)	(3,915)	3,971	(3,915)
Derivatives in Net Investment Hedging Relationships				
Cross-currency swaps	(841)	(2,999)	3,983	(70)
Currency forward contracts	(802)	(730)	137	(730)
	$ (2,069)	$ (8,549)	$ 11,169	$ (6,082)

The following table presents reclassifications out of accumulated other comprehensive loss for the three and nine months ended March 31, 2017 and 2016:

Details about Accumulated Other Comprehensive Loss Components	**Amount Reclassified from Accumulated Other Comprehensive Loss to Net (loss) Income**				**Affected line item in the Statement of Operations**
	Three Months Ended March 31,		**Nine Months Ended March 31,**		
In thousands	**2017**	**2016**	**2017**	**2016**	
Derivatives in Cash Flow Hedging Relationships					
Interest rate swaps	$ (61)	$ (180)	$ (100)	$ (768)	Interest expense, net
Cross-currency swaps	(1,131)	(4,034)	6,366	(4,034)	Other (expense) income, net
Total before income tax	(1,192)	(4,214)	6,266	(4,802)	(Loss) income before income taxes
Income tax	297	1,054	(1,568)	1,202	Income tax (benefit) provision
Total	$ (895)	$ (3,160)	$ 4,698	$ (3,600)	

The following table presents the adjustment to fair value recorded within the consolidated statements of operations for derivative instruments for which we did not elect hedge accounting, as well as the effect of the ineffective portion and de-designated derivative financial instruments that no longer qualify as hedging instruments in the period:

	Amount of Gain (Loss) Recognized in Net (loss) Income				**Location of Gain (Loss) Recognized in Income (Ineffective Portion)**
	Three Months Ended March 31,		**Nine Months Ended March 31,**		
In thousands	**2017**	**2016**	**2017**	**2016**	
Derivatives not designated as hedging instruments					
Currency contracts	$ (820)	$ (1,505)	$ 12,481	$ 4,058	Other (expense) income, net
Interest rate swaps	3	—	256	(10)	Other (expense) income, net
	$ (817)	$ (1,505)	$ 12,737	$ 4,048	

5. Accumulated Other Comprehensive Loss

The following table presents a roll forward of amounts recognized in accumulated other comprehensive loss by component, net of tax of $3,798, for the nine months ended March 31, 2017:

	Gains (losses) on cash flow hedges (1)	**Gains (losses) on available for sale securities**	**Gains (losses) on pension benefit obligation**	**Translation adjustments, net of hedges (2)**	**Total**
Balance as of June 30, 2016	$ (2,322)	$ 3,488	$ (2,551)	$ (106,630)	$ (108,015)
Other comprehensive income (loss) before reclassifications	7,049	(5,756)	2,221	(19,927)	(16,413)
Amounts reclassified from accumulated other comprehensive loss to net (loss) income	(4,698)	2,268	—	—	(2,430)
Net current period other comprehensive income (loss)	2,351	(3,488)	2,221	(19,927)	(18,843)
Balance as of March 31, 2017	$ 29	$ —	$ (330)	$ (126,557)	$ (126,858)

(1) Gains (losses) on cash flow hedges include our interest rates swap and cross-currency swap contracts designated in cash flow hedging relationships.
(2) As of March 31, 2017 and June 30, 2016, the translation adjustment is inclusive of the effects of our net investment hedges, of which, unrealized losses of $845 and $4,965, respectively, net of tax, have been included in accumulated other comprehensive loss.

6. Business Combinations

Acquisition of National Pen Co. LLC

On December 30, 2016, we acquired 100% of the equity interests of National Pen Co. LLC, a manufacturer and marketer of custom writing instruments for small- and medium-sized businesses. At closing, we paid $214,573 in cash, subject to post closing adjustments based on acquired cash, debt and working capital balances. During the third quarter of fiscal 2017, we finalized and received payment for the post closing adjustment, which reduced the purchase price by $1,941. The acquisition supports our strategy to build competitively differentiated supply chain capabilities that we can make available via our mass customization platform, which we bring to market through a portfolio of focused brands. We expect National Pen will also complement our organic investments in technology and supply chain capabilities for promotional products, apparel and gift offerings.

The table below details the consideration transferred to acquire National Pen:

Cash consideration	$	214,573
Final post closing adjustment		(1,941)
Total purchase price	$	212,632

The excess purchase price over the fair value of National Pen's net assets was recorded as goodwill, which is primarily attributable to the value of its workforce, its manufacturing and marketing process and know-how, as well as synergies which include leveraging National Pen's scale-based sourcing channels, integrating into our mass customization platform, and supporting the development of its e-commerce platform. Goodwill has been attributed to the National Pen business unit reportable segment, and we allocated $30,038 of goodwill to the Vistaprint business unit for certain synergies that are expected to be realized by the Vistaprint business unit as a result of the acquisition. This allocation may change upon finalizing goodwill during the fourth quarter of fiscal 2017.

Our preliminary estimate of the fair value of specifically identifiable assets acquired and liabilities assumed as of the date of acquisition is subject to change upon finalizing our valuation analysis, including certain valuation assumptions and tax matters. The final determination may result in changes in the fair value of certain assets and liabilities as compared to our preliminary estimates, which are expected to be finalized prior to the end of fiscal 2017.

	Amount	Weighted Average Useful Life in Years
Tangible assets acquired and liabilities assumed (1):		
Cash and cash equivalents	$ 8,337	n/a
Accounts receivable, net	20,921	n/a
Inventory	19,854	n/a
Other current assets	12,454	n/a
Property, plant and equipment, net	29,472	n/a
Other non-current assets	993	n/a
Accounts payable	(12,590)	n/a
Accrued expenses	(17,802)	n/a
Other current liabilities	(1,016)	
Deferred tax liabilities (2)	(17,735)	n/a
Long-term liabilities	(9,746)	n/a
Identifiable intangible assets:		
Developed Technology	19,000	6
Trade Name	33,000	11
Customer Relationships	56,000	7
Goodwill (2)	71,490	n/a
Total purchase price	$ 212,632	

(1) National Pen will materially impact our working capital balances post-acquisition, resulting in increased accounts receivable, inventory, accounts payable and accrued expenses balances in our consolidated balance sheet.

(2) Calculated based on our preliminary estimates of fair value and subject to change.

National Pen Pro Forma Financial Information

National Pen has been included in our consolidated financial statements starting on its acquisition date. The following unaudited pro forma financial information presents our results as if the National Pen acquisition had occurred on July 1, 2015. The pro forma financial information for all periods presented adjusts for the effects of material business combination items, including estimated amortization of acquired intangible assets and transaction related costs. The unaudited pro forma results are not necessarily indicative of what actually would have occurred had the acquisition been in effect for the periods presented as the pre-acquisition results include revenue and profit related to certain operations that are no longer active:

	Nine Months Ended March 31,	
	2017	2016
Pro forma revenue	$ 1,730,091	$ 1,525,536
Pro forma net (loss) income attributable to Cimpress N.V.	(42,663)	32,505

We utilized proceeds from our credit facility in order to finance the acquisition. In connection with the acquisition, we incurred $500 and $2,005 in general and administrative expenses during the three and nine months ended March 31, 2017, respectively, primarily related to legal, financial, and other professional services.

7. Goodwill and Acquired Intangible Assets

Goodwill

The carrying amount of goodwill by reportable segment is as follows:

	Vistaprint business unit	Upload and Print business units	National Pen business unit	All Other business units	Total
Balance as of June 30, 2016	$ 121,752	$ 319,373	$ —	$ 24,880	$ 466,005
Acquisitions (1)	—	—	71,490	—	71,490
Impairments (2)	—	(6,345)	—	—	(6,345)
Adjustments (3)	30,038	—	(30,038)	—	—
Effect of currency translation adjustments (4)	(2,307)	(12,545)	—	(285)	(15,137)
Balance as of March 31, 2017	$ 149,483	$ 300,483	$ 41,452	$ 24,595	$ 516,013

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(1) See Note 6 for additional details related to our acquisition of National Pen.
(2) During the third quarter of fiscal 2017 we recorded an impairment of $6,345 related to our Tradeprint reporting unit. See below for additional details.
(3) We allocated $30,038 of goodwill to the Vistaprint business unit for certain synergies that are expected to be realized by the Vistaprint business unit as a result of the National Pen acquisition. Refer to Note 6 for additional details.
(4) Relates to goodwill held by subsidiaries whose functional currency is not the U.S. Dollar.

Acquired Intangible Assets

Acquired intangible assets amortization expense for the three and nine months ended March 31, 2017 was $13,450 and $33,542, respectively, compared to $10,812 and $30,114 for the prior comparative periods, respectively. In addition, during the three months ended March 31, 2017, we recognized an impairment of $3,211, related to the acquired intangible assets within the Tradeprint asset group. Refer below for additional discussion of the impairment.

Impairment Review

Fiscal 2017

Our annual goodwill impairment test is performed as of May 31; however, during the three months ended March 31, 2017, we had a change in the composition of our Tradeprint reporting unit (a part of our Upload and Print business units reportable segment). This change, when combined with an updated profit outlook that is lower than originally forecasted as of the acquisition date, indicated that it is more likely than not that the fair value of the reporting unit is below the carrying amount.

As required, prior to performing the quantitative goodwill impairment test, we first evaluated the recoverability of the Tradeprint long-lived assets as the change in expected long-term cash flows is indicative of a potential impairment. We performed the recoverability test using undiscounted cash flows for our Tradeprint asset group and concluded that an impairment of long-lived assets existed. We proceeded to estimate the fair value the assets, using an income and cost approach based on market participant assumptions and recognized a partial impairment charge for our acquired intangible assets of $3,211.

Subsequent to performing the long-lived asset impairment test, we performed our goodwill impairment test which resulted in an additional impairment charge of the total goodwill of the Tradeprint reporting unit of $6,345. In order to execute the quantitative goodwill impairment test, we compared the fair value of the Tradeprint reporting unit to its carrying value. We used the income approach, specifically the discounted cash flow method, to derive the fair value. This approach calculates fair value by estimating the after-tax cash flows attributable to a reporting unit and then discounting the after-tax cash flows to a present value using a risk-adjusted discount rate. We selected this method as being the most meaningful in preparing our goodwill assessment as we believe the income approach most appropriately measures our income producing assets. We considered using the market approach but concluded it was not appropriate in valuing this particular reporting unit given the lack of relevant market comparisons available for application of the market approach. The cash flow projections in the Tradeprint fair value analysis are based on management's estimates of revenue growth rates and operating margins, taking into consideration historical results, as well as industry and market conditions. The discount rate is based on a weighted average cost of capital (“WACC”), which represents the average rate a business must pay its providers of debt and equity, plus a risk premium. The WACC of 11.5% used to test the Tradeprint goodwill was derived from a group of comparable companies.

Fiscal 2016

During the third quarter of fiscal 2016, we concluded that the goodwill of our Exagroup reporting unit, part of our Upload and Print business units reportable segment, was not fully recoverable as the reporting unit was forecasting lower projected revenue and profitability levels than originally estimated as of the acquisition date. The carrying amount of the goodwill as of January 1, 2016 was compared to the implied fair value of the goodwill, resulting in a partial impairment loss of $30,841 during the quarter ended March 31, 2016. A portion of the impairment loss was attributed to the noncontrolling interest based on its third-party shareholders' 30% ownership interest.

Our goodwill analysis requires significant judgment, including the identification of reporting units and the amount and timing of expected future cash flows. While we believe our assumptions are reasonable, actual results could differ from our projections. There have been no indications of impairment that would require analysis for any of our other reporting units as of March 31, 2017.

8. Other Balance Sheet Components

Accrued expenses included the following:

	March 31, 2017	June 30, 2016
Compensation costs (1)	$ 53,163	$ 56,965
Income and indirect taxes	43,914	39,802
Advertising costs	26,440	26,372
Interest payable	9,920	5,172
Severance costs (2)	6,402	2,242
Shipping costs	8,989	6,843
Production costs	7,722	3,251
Sales returns	4,581	2,882
Purchases of property, plant and equipment	3,077	4,614
Professional costs	2,489	1,543
Other	34,516	29,301
Total accrued expenses (3)	$ 201,213	$ 178,987

(1) The decrease in compensation costs is primarily due to payment of our fiscal 2016 bonus and long-term incentive program in the first quarter of fiscal 2017. Effective July 1, 2016, we transitioned the annual bonus program to be included in team members' base salary. These amounts are therefore paid on our typical payroll schedule.
(2) The increase in accrued severance is due to the restructuring initiatives executed during the three months ended March 31, 2017. Refer to Note 15 for additional details.
(3) The increase in accrued expenses was also impacted by our acquisition of National Pen, resulting in an additional $16,617 of accruals as of March 31, 2017, which are included in each of the respective categories within the table.

Other current liabilities included the following:

	March 31, 2017	June 30, 2016
Contingent earn-out liability (4)	$ 29,677	$ —
Current portion of lease financing obligation	12,569	12,569
Current portion of capital lease obligations	10,491	8,011
Other	1,163	2,055
Total other current liabilities	$ 53,900	$ 22,635

Other liabilities included the following:

	March 31, 2017	June 30, 2016
Contingent earn-out liability (4)	$ —	$ 3,146
Long-term capital lease obligations	29,962	21,318
Long-term derivative liabilities	4,706	10,949
Other	22,616	24,760
Total other liabilities (5)	$ 57,284	$ 60,173

(4) During the third quarter of fiscal 2017, the contingent earn-out liability related to our WIRmachenDRUCk acquisition was re-classed to current liabilities as payment is due in the third quarter of fiscal 2018.
(5) Total other liabilities was impacted by our acquisition of National Pen, resulting in an additional $9,715 of other liabilities as of March 31, 2017, primarily relating to capital lease obligations, which are included in each of the respective categories within the table.

Contingent earn-out liability

Under the original terms of the WIRmachenDRUCK earn-out arrangement, a portion of the earn-out attributed to the minority selling shareholders was included as a component of purchase consideration as of the acquisition date, with any subsequent changes to fair value recognized within general and administrative expense. This earn-out is calculated on a sliding scale, based on the achievement of cumulative gross profit against a predetermined target. The maximum payout is €40,000 and can be paid at our option in cash or ordinary shares.

The remaining portion of the amount payable to the two majority selling shareholders in the WIRmachenDRUCK acquisition was not included as part of the purchase consideration as of the acquisition date as it was contingent upon their post-acquisition employment and planned to be recognized as expense through the required employment period. During the first quarter of fiscal 2017, in response to a statutory tax notice we amended the terms of the compensation portion of the arrangement with the two majority selling shareholders and we removed the post-acquisition employment requirement. As the arrangement was no longer contingent upon continued employment, we accelerated the recognition of the remaining unrecognized compensation expense, $7,034 of additional expense as of the amendment date, as part of general and administrative expense during the first quarter of fiscal 2017.

In addition, the estimated fair value of the contingent liability payable to all selling shareholders in the WIRmachenDRUCK acquisition increased, due to the recent business performance relative to performance targets and the time value impact within the Monte Carlo simulation model. We recognized $4,598 and $20,330 of additional expense for the fair value change during the three and nine months ended March 31, 2017, respectively, as part of general and administrative expense. As of March 31, 2017, the total liability is $29,677, of which $26,040 relates to the majority shareholders and $3,637 relates to the minority shareholders, which is further discussed in Note 3.

9. Debt

	March 31, 2017	June 30, 2016
Senior secured credit facility	$ 614,970	$ 400,809
7.0% Senior unsecured notes due 2022	275,000	275,000
Other	7,600	10,088
Debt issuance costs and debt discounts	(6,117)	(7,386)
Total debt outstanding, net	891,453	678,511
Less short-term debt (1)	31,216	21,717
Long-term debt	$ 860,237	$ 656,794

(1) Balances as of March 31, 2017 and June 30, 2016 are both inclusive of short-term debt issuance costs and debt discounts of $1,693 in both periods.

Our Debt

Our various debt arrangements described below contain customary representations, warranties and events of default. As of March 31, 2017, we were in compliance with all financial and other covenants related to our debt.

Indenture and Senior Unsecured Notes due 2022

On March 24, 2015, we completed a private placement of $275,000 in aggregate principal amount of 7.0% senior unsecured notes due 2022 (the “Notes”). We issued the Notes pursuant to a senior notes indenture dated as of March 24, 2015 among Cimpress N.V., our subsidiary guarantors, and MUFG Union Bank, N.A., as trustee (the "Indenture"). We used the proceeds from the Notes to pay outstanding indebtedness under our unsecured line of credit and our senior secured credit facility and for general corporate purposes.

The Notes bear interest at a rate of 7.0% per annum and mature on April 1, 2022. Interest on the Notes is payable semi-annually on April 1 and October 1 of each year, commencing on October 1, 2015, to the holders of record of the Notes at the close of business on March 15 and September 15, respectively, preceding such interest payment date.

The Notes are senior unsecured obligations and rank equally in right of payment to all our existing and future senior unsecured debt and senior in right of payment to all of our existing and future subordinated debt. The Notes are effectively subordinated to any of our existing and future secured debt to the extent of the value of the assets securing such debt. Subject to certain exceptions, each of our existing and future subsidiaries that is a borrower under or guarantees our senior secured credit facilities will guarantee the Notes.

The Indenture contains various covenants, including covenants that, subject to certain exceptions, limit our and our restricted subsidiaries’ ability to incur and/or guarantee additional debt; pay dividends, repurchase shares or make certain other restricted payments; enter into agreements limiting dividends and certain other restricted payments; prepay, redeem or repurchase subordinated debt; grant liens on assets; enter into sale and leaseback transactions; merge, consolidate or transfer or dispose of substantially all of our consolidated assets; sell, transfer or otherwise dispose of property and assets; and engage in transactions with affiliates.

At any time prior to April 1, 2018, we may redeem some or all of the Notes at a redemption price equal to 100% of the principal amount redeemed, plus a make-whole amount as set forth in the Indenture, plus, in each case, accrued and unpaid interest to, but not including, the redemption date. In addition, at any time prior to April 1, 2018, we may redeem up to 35% of the aggregate outstanding principal amount of the Notes at a redemption price equal to 107.0% of the principal amount thereof, plus accrued and unpaid interest to, but not including, the redemption date, with the net proceeds of certain equity offerings by Cimpress. At any time on or after April 1, 2018, we may redeem some or all of the Notes at the redemption prices specified in the Indenture, plus accrued and unpaid interest to, but not including, the redemption date.

Senior Secured Credit Facility

As of March 31, 2017, we have a senior secured credit facility of $818,000 as follows:

- Revolving loans of $690,000 with a maturity date of September 23, 2019
- Term loan of $128,000 amortizing over the loan period, with a final maturity date of September 23, 2019

Under the terms of our credit agreement, borrowings bear interest at a variable rate of interest based on LIBOR plus 1.50% to 2.25% depending on our leverage ratio, which is the ratio of our consolidated total indebtedness to our consolidated EBITDA, as defined by the credit agreement. As of March 31, 2017, the weighted-average interest rate on outstanding borrowings was 3.36%, inclusive of interest rate swap rates. We must also pay a commitment fee on unused balances of 0.225% to 0.400% depending on our leverage ratio. We have pledged the assets and/or share capital of several of our subsidiaries as collateral for our outstanding debt as of March 31, 2017.

Other debt

Other debt consists of term loans acquired primarily as part of our fiscal 2015 acquisition of Exagroup SAS. As of March 31, 2017 we had $7,600 outstanding for those obligations that are payable through September 2024.

10. Income Taxes

Income tax benefit was $17,431 and $7,644 for the three and nine months ended March 31, 2017, respectively, as compared to benefit of $854 and expense of $8,473 for the same prior year periods. The increase in income tax benefit is primarily attributable to greater pre-tax losses for the three and nine months ended March 31, 2017 as compared to a smaller pre-tax loss for the three months ended March 31, 2016 and pre-tax earnings for the nine months ended March 31, 2016. During the three and nine months ended March 31, 2017, we recognized tax benefits of $45 and $4,659, respectively, due to share based compensation as compared to $698 and $2,390 for the comparable prior periods. Income tax benefit for the three and nine months ended March 31, 2017 was increased by $2,583 related to fiscal 2016 US R&D credits and decreased by $1,110 related to a reduction in US state deferred tax assets (largely attributable to the National Pen acquisition). Additionally, income tax expense for the nine months ended March 31, 2016 was reduced by $893 related to the extension of the fiscal 2015 US R&D credit.

Excluding the effect of net discrete tax benefits, we are forecasting a higher annual effective tax rate in fiscal 2017 as compared to fiscal 2016 due to changes in our geographical mix of consolidated pre-tax earnings, including continued losses in certain jurisdictions where we are unable to recognize a full tax benefit in the current period. We also have losses in certain jurisdictions where we are able to recognize a tax benefit in the current period, but for which the cash benefit is expected to be realized in a future period. We expect the acquisition of

National Pen will have a favorable impact to income tax benefit for fiscal 2017. Additionally, for the nine months ended March 31, 2017, we excluded certain entities from our estimated annual effective tax rate calculation that is used for purposes of determining our interim tax provision. A separate interim tax provision was recorded for these entities due to an inability to accurately estimate and forecast the impact of these entities on our estimated annual effective tax rate.

On October 1, 2013, we made changes to our corporate entity operating structure, including transferring our intellectual property among certain of our subsidiaries, primarily to align our corporate entities with our evolving operations and business model. The transfer of assets occurred between wholly owned legal entities within the Cimpress group that are based in different tax jurisdictions. As the impact of the transfer was the result of an intra-entity transaction, any resulting gain or loss and immediate tax impact on the transfer is eliminated and not recognized in the consolidated financial statements under U.S. GAAP. The transferor entity recognized a gain on the transfer of assets that was not subject to income tax in its local jurisdiction. Our subsidiary based in Switzerland was the recipient of the intellectual property. In accordance with Swiss tax law, we are entitled to amortize the fair market value of the intellectual property received at the date of transfer over five years for tax purposes. As a result of this amortization, we are expecting a loss for Swiss tax purposes during fiscal year 2017.

As of March 31, 2017, we had a net liability for unrecognized tax benefits included in the balance sheet of $5,612, including accrued interest and penalties of $350. We recognize interest and, if applicable, penalties related to unrecognized tax benefits in the provision for income taxes. Of the total amount of unrecognized tax benefits, approximately $2,940 will reduce the effective tax rate if recognized. It is reasonably possible that a reduction in unrecognized tax benefits may occur within the next twelve months in the range of $1,000 to $1,200 related to the lapse of applicable statutes of limitations. We believe we have appropriately provided for all tax uncertainties.

We conduct business in a number of tax jurisdictions and, as such, are required to file income tax returns in multiple jurisdictions globally. The years 2013 through 2016 remain open for examination by the United States Internal Revenue Service and the years 2011 through 2016 remain open for examination in the various states and non-US tax jurisdictions in which we file tax returns.

We believe that our income tax reserves are adequately maintained taking into consideration both the technical merits of our tax return positions and ongoing developments in our income tax audits. However, the final determination of our tax return positions, if audited, is uncertain, and there is a possibility that final resolution of these matters could have a material impact on our results of operations or cash flows.

11. Noncontrolling Interests

In certain of our strategic investments we have purchased a controlling equity stake, but there remains a minority portion of the equity that is owned by a third party. The balance sheet and operating activity of these entities are included in our consolidated financial statements and we adjust the net (loss) income in our consolidated statement of operations to exclude the noncontrolling interests' proportionate share of results. We present the proportionate share of equity attributable to the redeemable noncontrolling interests as temporary equity within our consolidated balance sheet and the proportionate share of noncontrolling interests not subject to a redemption provision that is outside of our control as equity.

Redeemable noncontrolling interests

On April 15, 2015, we acquired 70% of the outstanding shares of Exagroup SAS. The remaining 30% is considered a redeemable noncontrolling equity interest, as it is redeemable in the future and not solely within our control. The Exagroup noncontrolling interest, redeemable at a fixed amount of €39,000, was recorded at its fair value as of the acquisition date and will be adjusted to its redemption value on a periodic basis, if that amount exceeds its carrying value. As of March 31, 2017, the redemption value is less than the carrying value, and therefore no adjustment is required.

On April 3, 2014, we acquired 97% of the outstanding corporate capital of Pixartprinting S.p.A. The remaining 3% was considered a redeemable noncontrolling equity interest, as it was redeemable for cash based on financial results and was not solely within our control. During the second quarter of fiscal 2017, we purchased the remaining equity interest for €10,406 ($10,947 based on the exchange rate as of the redemption date).

We previously owned a 51% controlling interest in a joint business arrangement with Plaza Create Co. Ltd., a leading Japanese retailer of photo products, to expand our market presence in Japan. During the second quarter of fiscal 2017, we purchased the remaining 49% noncontrolling interest for $9,352. The purchase was recognized as an equity transaction, which resulted in the difference between the carrying value of the noncontrolling interest and purchase price, adjusted within additional paid-in capital.

Noncontrolling interest

On August 7, 2014, we made a capital investment in Printi LLC as described in Note 12. The noncontrolling interest was recorded at its estimated fair value as of the investment date. The allocation of the net loss of the operations to the noncontrolling interest considers our stated liquidation preference in applying the loss to each party.

The following table presents the reconciliation of changes in our noncontrolling interests:

	Redeemable noncontrolling interests	Noncontrolling interest
Balance as of June 30, 2016	$ 65,301	$ 351
Capital contribution from noncontrolling interest	1,404	—
Accretion to redemption value recognized in net loss attributable to noncontrolling interest (1)	372	—
Net loss attributable to noncontrolling interest	(1,054)	2
Purchase of noncontrolling interests	(20,299)	—
Foreign currency translation	(3,120)	(32)
Balance as of March 31, 2017	$ 42,604	$ 321

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(1) During the second quarter of fiscal 2017, the Pixartprinting noncontrolling interest was purchased and the adjustment was recognized to adjust the carrying value to the redemption amount.

12. Variable Interest Entity ("VIE")

On August 7, 2014, we made a capital investment in Printi LLC, which operates in Brazil. This investment provides us access to a newer market and the opportunity to drive longer-term growth in Brazil. As of March 31, 2017, we have a 49.99% equity interest in Printi. Based upon the level of equity investment at risk, Printi is considered a variable interest entity. The shareholders of Printi share profits and voting control on a pro-rata basis. While we do not manage the day to day operations of Printi, we do have the unilateral ability to exercise participating voting rights for specific transactions and as such no one shareholder is considered to be the primary beneficiary. However, certain significant shareholders cannot transfer their equity interests without our approval and as a result are considered de facto agents on our behalf in accordance with ASC 810-10-25-43.

In aggregating our rights, as well as those of our de facto agents, the group as a whole has both the power to direct the activities that most significantly impact the entity's economic performance and the obligation to absorb losses and the right to receive benefits from the entity. In situations where a de facto agency relationship is present, one party is required to be identified as the primary beneficiary and the evaluation requires significant judgment. The factors considered include the presence of a principal/agent relationship, the relationship and significance of activities to the reporting entity, the variability associated with the VIE's anticipated economics and the design of the VIE. The analysis is qualitative in nature and is based on weighting the relative importance of each of the factors in relation to the specifics of the VIE arrangement. Upon our investment we performed an analysis and concluded that we are the party that is most closely associated with Printi, as we are most exposed to the variability of the economics and therefore considered the primary beneficiary.

We have call options with certain employee shareholders to increase our ownership in Printi incrementally over an eight-year period. As the employees' restricted stock in Printi is contingent on post-acquisition employment, share-based compensation will be recognized over the four-year vesting period. The awards are considered liability awards and will be marked to fair value each reporting period. In order to estimate the fair value of the award as of March 31, 2017, we utilized a lattice model with a Monte Carlo simulation. The current fair value of the award is $5,991 and we have recognized $374 and $1,158 in general and administrative expense for the three and nine months ended March 31, 2017, respectively, compared to $372 and $1,153 in the prior periods, respectively.

13. Segment Information

Our operating segments are based upon the manner in which our operations are managed and the availability of separate financial information reported internally to the Chief Executive Officer, who is our Chief Operating Decision Maker ("CODM") for purposes of making decisions about how to allocate resources and assess performance. As of March 31, 2017 we have numerous operating segments under our management reporting structure which are reported in the following four reportable segments:

- *Vistaprint business unit* - Includes the operations of our Vistaprint-branded websites focused on the North America, Europe, Australia and New Zealand markets, and our Webs-branded business, which is managed with the Vistaprint-branded digital business in the previously listed geographies.

- *Upload and Print business units* - Includes the results of our druck.at, Easyflyer, Exagroup, Pixartprinting, Printdeal, Tradeprint, and WIRmachenDRUCK branded businesses.

- *National Pen business unit* - Includes the global operations of our National Pen branded businesses, which manufacture and market custom writing instruments and promotional products, apparel and gifts.

- *All Other business units* - Includes the operations of our Albumprinter, Most of World, and Corporate Solutions business units. Our Most of World business unit is focused on our emerging market portfolio, including operations in Brazil, China, India and Japan. These business units have been combined into one reportable segment based on materiality.

As part of the reorganization announced in January 2017, several groups that previously were part of our corporate and global functions, including significant portions of our technology, manufacturing and supply chain, finance, legal and other related groups, have been decentralized into our operating segments. This change is intended to improve accountability for customer satisfaction and capital returns, simplify decision-making, improve the speed of execution, further develop our cadre of general managers, and release entrepreneurial energy. The majority of the groups transferred into our operating segments joined our Vistaprint business unit and to a smaller extent our Upload and Print business units. We have revised our presentation of all prior periods presented to reflect our revised segment reporting.

Corporate and global functions now consist primarily of global procurement and supplier research, a central technology team whose primary focus is building the mass customization platform, and essential corporate services, such as the corporate finance, communications, strategy and legal functions. Corporate and global functions is a cost center and does not meet the definition of an operating segment.

Under our new incentive compensation plan we began granting PSUs during the first quarter of fiscal 2017. The PSU expense value is based on a Monte Carlo fair value analysis and is required to be expensed on an accelerated basis. In order to ensure comparability in measuring our business unit results, we allocate the straight-line portion of the fixed grant value to our business units. Any expense in excess of the amount as a result of the fair value measurement of the PSUs and the accelerated expense profile of the awards is recognized within corporate and global functions.

Adjusted net operating profit (loss) is the primary metric by which our CODM measures segment financial performance. Certain items are excluded from segment adjusted net operating profit (loss), such as acquisition-related amortization and depreciation, expense recognized for contingent earn-out related charges, including the changes in fair value of contingent consideration and compensation expense related to cash-based earn-out mechanisms dependent upon continued employment, share-based compensation related to investment consideration, certain impairment expense, and restructuring charges. A portion of the interest expense associated with our Waltham lease is included as expense in adjusted net operating profit (loss) and allocated based on headcount to the appropriate business unit or corporate and global function. The interest expense represents a portion of the cash rent payment and is considered an operating expense for purposes of measuring our segment performance. There are no internal revenue transactions between our operating segments, and we do not allocate non-operating income to our segment results. All intersegment transfers are recorded at cost for presentation to the CODM, for example, we allocate costs related to products manufactured by our global network of production facilities to the applicable operating segment. There is no intercompany profit or loss recognized on these transactions.

Our All Other business units reporting segment includes our Most of World and Corporate Solutions business units, which have operating losses as they're in the early stage of investment relative to the scale of the underlying businesses, which may limit its comparability to other segments regarding adjusted net operating profit (loss).

Our balance sheet information is not presented to the CODM on an allocated basis, and therefore we do not present asset information by segment.

Revenue by segment is based on the business unit-specific websites through which the customer's order was transacted. The following tables set forth revenue, adjusted net operating profit (loss) by reportable segment, total (loss) income from operations and total (loss) income before taxes.

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2017	2016	2017	2016
Revenue:				
Vistaprint business unit	$ 321,254	$ 289,901	$ 986,090	$ 912,153
Upload and Print business units	142,476	116,356	426,821	286,171
National Pen business unit	58,828	—	58,828	—
All Other business units	28,027	30,560	99,410	110,515
Total revenue	$ 550,585	$ 436,817	$ 1,571,149	$ 1,308,839

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2017	2016	2017	2016
Adjusted net operating profit (loss) by segment:				
Vistaprint business unit	$ 37,003	$ 42,424	$ 122,454	$ 157,352
Upload and Print business units	13,144	15,557	43,715	41,195
National Pen business unit	(3,226)	—	(3,226)	—
All Other business units	(9,945)	(3,895)	(21,525)	1,844
Total adjusted net operating profit (loss) by segment	36,976	54,086	141,418	200,391
Corporate and global functions	(27,705)	(23,080)	(80,883)	(62,963)
Acquisition-related amortization and depreciation	(13,508)	(10,879)	(33,740)	(30,316)
Earn-out related charges (1)	(4,882)	(883)	(28,139)	(4,585)
Share-based compensation related to investment consideration	(375)	(1,168)	(5,079)	(3,705)
Certain impairments (2)	(9,556)	(37,582)	(9,556)	(40,604)
Restructuring related charges	(24,790)	—	(25,890)	(381)
Interest expense for Waltham lease	1,897	1,975	5,823	4,326
Total (loss) income from operations	(41,943)	(17,531)	(36,046)	62,163
Other (expense) income, net	(6,582)	(9,003)	21,835	7,929
Interest expense, net	(11,584)	(10,091)	(31,119)	(28,377)
(Loss) income before income taxes	$ (60,109)	$ (36,625)	$ (45,330)	$ 41,715

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(1) Includes expense recognized for the change in fair value of contingent consideration and compensation expense related to cash-based earn-out mechanisms dependent upon continued employment.

(2) Includes the impact for certain impairments or abandonments of goodwill and other long-lived assets as defined by ASC 350 - "Intangibles - Goodwill and Other" or ASC 360 - "Property, plant, and equipment."

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2017	2016	2017	2016
Depreciation and amortization:				
Vistaprint business unit	$ 16,885	$ 10,049	$ 42,971	$ 30,106
Upload and Print business units	14,150	12,850	41,658	33,399
National Pen business unit	5,277	—	5,277	—
All Other business units	3,698	4,667	10,957	14,637
Corporate and global functions	3,354	6,888	14,883	18,375
Total depreciation and amortization	$ 43,364	$ 34,454	$ 115,746	$ 96,517

Enterprise Wide Disclosures:

The following tables set forth revenues by geographic area and groups of similar products and services:

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2017	2016	2017	2016
United States	$ 240,484	$ 192,933	$ 651,949	$ 580,009
Non-United States (1)	310,101	243,884	919,200	728,830
Total revenue	$ 550,585	$ 436,817	$ 1,571,149	$ 1,308,839

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2017	2016	2017	2016
Physical printed products and other (2)	$ 535,959	$ 421,402	$ 1,526,906	$ 1,260,647
Digital products/services	14,626	15,415	44,243	48,192
Total revenue	$ 550,585	$ 436,817	$ 1,571,149	$ 1,308,839

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(1) Our non-United States revenue includes the Netherlands, our country of domicile.
(2) Other revenue includes miscellaneous items which account for less than 1% of revenue.

The following tables set forth long-lived assets by geographic area:

	March 31, 2017	June 30, 2016
Long-lived assets (3):		
Netherlands	$ 94,393	$ 91,053
Canada	85,321	89,888
United States	55,101	32,977
Switzerland	46,453	38,501
Italy	41,398	34,086
Australia	23,312	24,358
France	21,843	24,561
Jamaica	21,699	22,604
Japan	20,754	23,213
Other	63,370	53,059
Total	$ 473,644	$ 434,300

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(3) Excludes goodwill of $516,013 and $466,005, intangible assets, net of $280,133 and $216,970, the Waltham lease asset of $117,075 and $120,168, and deferred tax assets of $34,248 and $26,093 as of March 31, 2017 and June 30, 2016, respectively.

14. Commitments and Contingencies

Lease Commitments

We have commitments under operating leases for our facilities that expire on various dates through 2026, including the Waltham lease arrangement discussed in Note 2. Total lease expense, net of sublease income for the three and nine months ended March 31, 2017 was $2,860 and $9,152, respectively, and $3,083 and $9,932 for the three and nine months ended March 31, 2016, respectively.

We lease certain machinery and plant equipment under both capital and operating lease agreements that expire at various dates through 2022. The aggregate carrying value of the leased equipment under capital leases included in property, plant and equipment, net in our consolidated balance sheet at March 31, 2017, is $40,559, net of accumulated depreciation of $23,797; the present value of lease installments not yet due included in other current liabilities and other liabilities in our consolidated balance sheet at March 31, 2017 amounts to $40,453.

Purchase Obligations

At March 31, 2017, we had unrecorded commitments under contract of $44,103, which were primarily composed of commitments for production and computer equipment purchases of approximately $21,296. Production and computer equipment purchases relate partially to a two year purchase commitment for equipment with one of our suppliers. In addition, we had purchase commitments for third-party web services of $5,070, professional and consulting fees of approximately $6,103, inventory purchase commitments of $5,195, commitments for advertising campaigns of $1,888, and other unrecorded purchase commitments of $4,551.

Other Obligations

We have an outstanding installment obligation of $7,252 related to the fiscal 2012 intra-entity transfer of the intellectual property of our subsidiary Webs, Inc., which results in tax being paid over a 7.5 year term and has been classified as a deferred tax liability in our consolidated balance sheet as of March 31, 2017. Other obligations also includes a contingent earn-out liability for our fiscal 2016 WIRmachenDRUCK acquisition, based on the achievement of certain financial targets, payable at our option in cash or ordinary shares in fiscal 2018 of $29,677. Refer to Note 8 for additional discussion related to the contingent earn-out liability. In addition, we have deferred payments related to our fiscal 2015 and 2016 acquisitions of $1,936 in aggregate.

Legal Proceedings

We are not currently party to any material legal proceedings. Although we cannot predict with certainty the results of litigation and claims to which we may be subject from time to time, we do not expect the resolution of any of our current matters to have a material adverse impact on our consolidated results of operations, cash flows or financial position. In all cases, at each reporting period, we evaluate whether or not a potential loss amount or a potential range of loss is probable and reasonably estimable under the provisions of the authoritative guidance that addresses accounting for contingencies. We expense the costs relating to our legal proceedings as those costs are incurred.

15. Restructuring Charges

On January 23, 2017, the Supervisory Board of Cimpress N.V. approved a plan to restructure the company and implement organizational changes that decentralized the company’s operations in order to improve accountability for customer satisfaction and capital returns, simplify decision-making, and improve the speed of execution. In order to enact the plan, we transferred approximately 3,000 team members that were part of central teams into our business units. We also reduced the scope of certain other roles and functions that were previously performed centrally, which led to the termination of approximately 135 employees, and reduction of planned hiring in targeted areas. We also eliminated the positions of four Cimpress executive officers who, as a result, left the company.

The restructuring event discussed above resulted in additional costs, within our corporate and global functions cost center of $23,751 and $24,851 for the three and nine months ended March 31, 2017, respectively. In addition, for the three and nine months ended March 31, 2017 we recognized $1,039 of restructuring costs within our National Pen business unit related to a separate initiative. Restructuring costs include one-time employee termination benefits, acceleration of share-based compensation, and other related costs including third-party professional and outplacement services and abandonment of production equipment. Substantially all of the changes associated with the restructuring were completed during the third quarter of the 2017 fiscal year and we do not expect material restructuring costs to be incurred during the fourth quarter of fiscal 2017.

The restructuring charges included in our consolidated statement of operations for the three and nine months ended March 31, 2017 within restructuring expense is $24,790 and $25,890.

The following table summarizes the restructuring activity during the nine months ended March 31, 2017:

	Severance and Related Benefits	Other Restructuring Costs (1)	Total
Accrued restructuring liability as of June 30, 2016	$ —	$ —	$ —
Restructuring charges	23,230	2,660	25,890
Cash payments	(6,803)	(720)	(7,523)
Non-cash charges (2)	(6,257)	(611)	(6,868)
Accrued restructuring liability as of March 31, 2017	$ 10,170	$ 1,329	$ 11,499

(1) Includes restructuring charges for third party professional fees of $2,049, as well as $611 for the abandonment of production equipment which was not yet placed into service and under our decentralized operating model had no future use.
(2) Non-cash charges includes acceleration of share-based compensation expenses, as well as abandonment charges for production equipment.

Item 2. *Management's Discussion and Analysis of Financial Condition and Results of Operations*

This Report contains forward-looking statements that involve risks and uncertainties. The statements contained in this Report that are not purely historical are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, including but not limited to our statements about anticipated income and revenue growth rates, future profitability and market share, new and expanded products and services, geographic expansion and planned capital expenditures. Without limiting the foregoing, the words "may," "should," "could," "expect," "plan," "intend," "anticipate," "believe," "estimate," "predict," "designed," "potential," "continue," "target," "seek" and similar expressions are intended to identify forward-looking statements. All forward-looking statements included in this Report are based on information available to us up to, and including the date of this document, and we disclaim any obligation to update any such forward-looking statements. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of certain important factors, including those set forth in this "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Risk Factors" and elsewhere in this Report. You should carefully review those factors and also carefully review the risks outlined in other documents that we file from time to time with the United States Securities and Exchange Commission.

Executive Overview

Cimpress, the world leader in mass customization, is a technology driven company that aggregates, largely via the Internet, large volumes of small, individually customized orders for a broad spectrum of print, signage, apparel and similar products. We fulfill those orders with manufacturing capabilities which include Cimpress owned and operated manufacturing facilities and a network of third-party fulfillers to create customized products for customers on-demand. We bring our products to market through a portfolio of focused brands serving the needs of micro-, small- and medium-sized businesses, resellers and consumers. These brands include Vistaprint, our global brand for micro business marketing products and services, as well as brands that we have acquired that serve the needs of various market segments, including resellers, small- and medium-sized businesses with differentiated service needs, and consumers purchasing products for themselves and their families.

As of March 31, 2017, we have numerous operating segments under our management reporting structure which are reported in the following four reportable segments: Vistaprint business unit, Upload and Print business units, National Pen business unit, and All Other business units. The Vistaprint business unit represents our Vistaprint-branded websites focused on the North America, Europe, Australia and New Zealand markets, and our Webs-branded business, which is managed with the Vistaprint-branded digital business. The Upload and Print business units segment includes the druck.at, Easyflyer, Exagroup, Pixartprinting, Printdeal, Tradeprint, and

WIRmachenDRUCK branded businesses. The National Pen business unit that we acquired on December 30, 2016, is the leading manufacturer and marketer of customized writing instruments for small- and medium-sized businesses. The All Other business units segment includes the operations of our Albumprinter, Most of World and Corporate Solutions business units.

Financial Summary

In evaluating the financial condition and operating performance of our business, management focuses on revenue growth, constant-currency revenue growth, operating income and adjusted net operating profit after tax (NOPAT). A summary of these key financial metrics for the three and nine months ended March 31, 2017 as compared to the three and nine months ended March 31, 2016 follows:

Third Quarter 2017

- Reported revenue increased by 26% to $550.6 million.
- Consolidated constant-currency revenue increased by 28% and excluding acquisitions completed in the last four quarters increased by 11%.
- Operating loss increased $24.4 million to an operating loss of $41.9 million.
- Adjusted NOPAT decreased $14.8 million to $9.2 million.

Year to Date 2017

- Reported revenue increased by 20% to $1,571.1 million.
- Consolidated constant-currency revenue increased by 22% and excluding acquisitions completed in the last four quarters increased by 9%.
- Operating income decreased $98.2 million to an operating loss of $36.0 million.
- Adjusted NOPAT decreased $67.8 million to $55.0 million.

For the quarter and year-to-date results, the increase in reported revenue growth was primarily due to the addition of the revenue of our recently acquired National Pen brand and our fiscal 2016 acquisition of WIRmachenDRUCK, as well as continued growth in the Vistaprint business unit and Upload and Print businesses acquired more than twelve months prior.

The following items negatively impacted our operating income for the three and nine months ended March 31, 2017, leading to the decrease in operating income as compared to the prior period:

- Increased organic investments in fiscal year 2017 compared to fiscal year 2016, which materially weigh on profitability. These investments include costs that impact our gross profit such as shipping price reductions, expanded design services, and new product introduction.
- Restructuring-related charges related to our reorganization, which was announced in January 2017, resulting in one-time employee termination costs as well as third party professional fees.
- Increased third-party fulfillment and shipping costs during our second quarter due to production inefficiencies, which negatively impacted our year to date gross margin.
- Declines from the termination of two partner contracts within our Albumprinter and Corporate Solutions businesses.
- Increased share-based compensation, excluding restructuring related charges, during the current periods primarily driven by our new long-term incentive program.
- Significant acquisition-related expense associated with our WIRmachenDRUCK contingent earn-out arrangement, due to their continued strong performance.

- Operating losses in our newly acquired National Pen business unit, including $3.5 million of amortization expense for acquired intangible assets.

The decrease in adjusted NOPAT (a non-GAAP financial measure) was also negatively impacted by the items described above, with the exception of the restructuring-related charges, the expense associated with our WIRmachenDRUCK contingent earn-out arrangement and the National Pen intangible asset amortization, as these expenses are excluded from adjusted NOPAT.

Primarily as a result of the organizational changes announced on January 25, 2017, we incurred aggregate pre-tax restructuring charges of $24.8 million and $25.9 million during the three and nine months ended March 31, 2017. The restructuring is substantially complete and we do not expect material charges in future quarters related to these changes. We expect to realize annualized net operating expense savings of approximately $55 - $60 million and pre-tax cash flow from operations savings of approximately $45 - $50 million as a result of these reductions in headcount, targeted reduction of previously planned new hires and related non-compensation savings starting in fiscal 2018.

Consolidated Results of Operations

Consolidated Revenue

We generate revenue primarily from the sale and shipping of customized manufactured products, and by providing digital services, website design and hosting, and email marketing services, as well as a small percentage from order referral fees and other third-party offerings.

For the three and nine months ended March 31, 2017, our reported revenue increased by 26% and 20%, respectively, primarily due to the addition of revenue from our National Pen business unit acquired on December 30, 2016 and our WIRmachenDRUCK business acquired on February 1, 2016. Currency fluctuations negatively impacted our quarterly and year-to-date 2017 reported revenue growth by 2%, resulting in constant-currency revenue growth of 28% and 22%, respectively. Constant-currency revenue excluding acquisitions for which there is no comparable year-over-year revenue was 11% and 9%, respectively, driven by continued growth in the Vistaprint business unit, as well as growth in our Upload and Print businesses acquired more than twelve months prior, which were partially offset by declines from the termination of two partner contracts within our Albumprinter and Corporate Solutions businesses.

Total revenue by reportable segment for the three and nine months ended March 31, 2017 is shown in the following tables. National Pen is included from its respective acquisition date in our National Pen business unit segment, and the first quarter of fiscal 2016 includes the impact of Tradeprint and Alcione from their respective acquisition dates in our Upload and Print business units segment:

In thousands	Three Months Ended March 31,		%	Currency Impact:	Constant-Currency Revenue	Impact of Acquisitions:	Constant- Currency Revenue Growth Excluding
	2017	2016	Change	(Favorable)/Unfavorable	Growth (1)	(Favorable)/Unfavorable	Acquisitions (2)
Vistaprint business unit	$ 321,254	$ 289,901	11%	1%	12%	—%	12%
Upload and Print business units (3)	142,476	116,356	22%	5%	27%	(14)%	13%
National Pen business unit (4)	58,828	—	100%	—%	100%	(100)%	—%
All Other business units	28,027	30,560	(8)%	(1)%	(9)%	—%	(9)%
Total revenue	$ 550,585	$ 436,817	26%	2%	28%	(17)%	11%

In thousands	Nine Months Ended March 31,		% Change	Currency Impact: (Favorable)/Unfavorable	Constant-Currency Revenue Growth (1)	Impact of Acquisitions: (Favorable)/Unfavorable	Constant- Currency Revenue Growth Excluding Acquisitions (2)
	2017	2016					
Vistaprint business unit	$ 986,090	$ 912,153	8%	2%	10%	—%	10%
Upload and Print business units (3)	426,821	286,171	49%	3%	52%	(39)%	13%
National Pen business unit (4)	58,828	—	100%	—%	100%	(100)%	—%
All Other business units	99,410	110,515	(10)%	(1)%	(11)%	—%	(11)%
Total revenue	$ 1,571,149	$ 1,308,839	20%	2%	22%	(13)%	9%

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(1) Constant-currency revenue growth, a non-GAAP financial measure, represents the change in total revenue between current and prior year periods at constant-currency exchange rates by translating all non-U.S. dollar denominated revenue generated in the current period using the prior year period's average exchange rate for each currency to the U.S. dollar.

(2) Constant-currency revenue growth excluding acquisitions, a non-GAAP financial measure, excludes revenue results for businesses and brands in the period in which there is no comparable year-over-year revenue. Revenue from our fiscal 2016 acquisitions is excluded from fiscal 2017 revenue growth for quarters with no comparable year-over-year revenue. For example, revenue from Tradeprint, which we acquired in Q1 2016, is excluded from Q1 2017 revenue growth since there are no full quarter results in the comparable period, but revenue from Tradeprint is included in Q2 and Q3 2017 revenue growth.

We have provided these non-GAAP financial measures because we believe they provide meaningful information regarding our results on a consistent and comparable basis for the periods presented. Management uses these non-GAAP financial measures, in addition to GAAP financial measures, to evaluate our operating results. These non-GAAP financial measures should be considered supplemental to and not a substitute for our reported financial results prepared in accordance with GAAP.

(3) The Upload and Print business units include the impact of the Tradeprint and Alcione fiscal 2016 acquisitions from their respective acquisition dates of July 31, 2015 and July 29, 2015, respectively.

(4) The National Pen business unit includes the impact of the National Pen acquisition from its acquisition date of December 30, 2016.

Consolidated Cost of Revenue

Cost of revenue includes materials used to manufacture our products, payroll and related expenses for production and design services personnel, depreciation of assets used in the production process and in support of digital marketing service offerings, shipping, handling and processing costs, third-party production costs, costs of free products and other related costs of products sold by us.

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2017	2016	2017	2016
Cost of revenue	$ 268,482	$ 196,911	$ 757,898	$ 551,543
% of revenue	*48.8%*	*45.1%*	*48.2%*	*42.1%*

Cost of revenue increased for the three months ended March 31, 2017 by $71.6 million primarily due to $25.4 million of manufacturing costs from our National Pen business unit, which was acquired on December 30, 2016 and is therefore not included in the comparable period. In addition, the costs from the Vistaprint business unit increased by $22.7 million, primarily due to increased production volume; product mix; and planned investments including expanded design services, new product introduction, and shipping price reductions that also result in higher shipping costs. Our Upload and Print business units cost of revenue increased by $22.4 million, primarily due to the impact of our WIRmachenDRUCK acquisition which only partially contributed to the prior comparable period.

For the nine months ended March 31, 2017, our cost of revenue increased from $551.5 million to $757.9 million. The Upload and Print business units cost of revenue increased by $113.9 million, primarily due to the impact of our fiscal 2016 WIRmachenDRUCK acquisition which only partially contributed to the prior comparable period. In addition, the year to date Vistaprint business unit cost of revenues grew by $66.6 million primarily from higher production and shipping costs related to the items discussed above, as well as production inefficiencies in our second fiscal quarter resulting from higher temporary labor costs at our Canadian production facility which caused us to quickly turn to more expensive third-party fulfillers and use more expedited shipping during the peak holiday season.

The following table summarizes our comparative operating expenses for the periods:

In thousands

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2017	2016	2017	2016
Technology and development expense	$ 63,236	$ 54,597	$ 178,528	$ 152,534
% of revenue	*11.5%*	*12.5%*	*11.4%*	*11.7%*
Marketing and selling expense	$ 167,284	$ 124,655	$ 451,310	$ 374,795
% of revenue	*30.4%*	*28.5%*	*28.7%*	*28.6%*
General and administrative expense	$ 45,730	$ 36,532	$ 150,471	$ 106,468
% of revenue	*8.3%*	*8.4%*	*9.6%*	*8.1%*
Amortization of acquired intangible assets	$ 13,450	$ 10,812	$ 33,542	$ 30,114
% of revenue	*2.4%*	*2.5%*	*2.1%*	*2.3%*
Restructuring expense	$ 24,790	$ —	$ 25,890	$ 381
% of revenue	*4.5%*	*—%*	*1.6%*	*—%*
Impairment of goodwill and acquired intangible assets	$ 9,556	$ 30,841	$ 9,556	$ 30,841
% of revenue	*1.7%*	*7.1%*	*0.6%*	*2.4%*

Technology and development expense

Technology and development expense consists primarily of payroll and related expenses for our employees engaged in software and manufacturing engineering, information technology operations and content development, as well as amortization of capitalized software and website development costs, including hosting of our websites, asset depreciation, patent amortization, legal settlements in connection with patent-related claims, and other technology infrastructure-related costs. Depreciation expense for information technology equipment that directly supports the delivery of our digital marketing services products is included in cost of revenue.

The growth in our technology and development expenses of $8.6 million and $26.0 million for the three and nine months ended March 31, 2017, respectively, as compared to the prior comparative periods was primarily due to increased headcount in our technology development and information technology support organizations of $3.6 million and $15.0 million, respectively. The increase in headcount is partly due to increases in software and manufacturing engineering resources related to the continued development of our software-based mass customization platform as well as the enhancement of existing capabilities and expansion of product selection. This increase is partially offset by headcount reductions as a result of the third quarter fiscal 2017 restructuring initiative. All employee severance related charges are reflected separately in restructuring expense. Additionally, our recent acquisition of National Pen has resulted in increased technology and development expenses of $3.0 million for the three and nine months ended March 31, 2017, without costs in the prior comparable periods. Other increases in technology and development expense include technology infrastructure-related costs, primarily due to increased IT cloud service costs, as well as software maintenance and licensing costs.

Marketing and selling expense

Marketing and selling expense consists primarily of advertising and promotional costs; payroll and related expenses for our employees engaged in marketing, sales, customer support and public relations activities; direct-mail advertising costs and third-party payment processing fees. Our Vistaprint business unit and National Pen business unit have higher marketing and selling costs structures, as compared to our Upload and Print business units which has a lower marketing and selling cost structure comparatively.

Our marketing and selling expenses increased by $42.6 million and $76.5 million during the three and nine months ended March 31, 2017, respectively, as compared to the prior comparative periods, primarily due to the addition of National Pen which incurred $27.8 million during the three and nine months ended March 31, 2017 for advertising, internal marketing, and telesales costs that were not in our prior comparable periods. In addition, advertising expense increased by $9.2 million and $26.5 million, respectively, which is primarily a result of additional advertising spend in the Vistaprint business unit. Other increases include payroll and employee-related costs, inclusive of share-based compensation, as we expanded our marketing and customer service, sales and design support organization through our recent acquisitions and continued investment in the Vistaprint business unit customer service resources in order to provide higher value services to our customers.

General and administrative expense

General and administrative expense consists primarily of transaction costs, including third-party professional fees, insurance and payroll and related expenses of employees involved in executive management, finance, legal, strategy, human resources, and central procurement.

During the three months ended March 31, 2017, general and administrative expenses increased by $9.2 million as compared to the prior comparative period, primarily driven by the addition of $5.8 million of expense from our December 30, 2016 acquisition of National Pen. In addition, we recognized a net increase in earn-out related charges of $4.0 million, primarily due to continued strong performance of our WIRmachenDRUCK business. These increases were partially offset by a decline in expense due to headcount reductions, as a result of the reorganization announced in January 2017.

During the nine months ended March 31, 2017, general and administrative expenses increased by $44.0 million, as compared to comparative period, driven by $29.3 million of incremental expense for the WIRmachenDRUCK earn-out. Payroll, share-based compensation and facility-related costs increased by $8.9 million, due in part to an increase in share-based compensation resulting from our new long-term incentive program, as well as expense recognized during the first quarter of fiscal 2017 for the acceleration of vesting terms of certain restricted share awards associated with the acquisition of Tradeprint and planned strategic investments. We also recognized an additional $5.8 million of expense from our December 30, 2016 acquisition of National Pen.

Amortization of acquired intangible assets

Amortization of acquired intangible assets consists of amortization expense associated with separately identifiable intangible assets capitalized as part of our acquisitions, including customer relationships, trade names, developed technologies, print networks, and customer and referral networks. Amortization of acquired intangible assets increased by $2.6 million and $3.4 million during the three and nine months ended March 31, 2017, respectively, as compared to the three and nine months ended March 31, 2016, primarily due to amortization for our fiscal 2017 acquisition of National Pen and fiscal 2016 acquisition of WIRmachenDRUCK.

Restructuring expense

Restructuring expense consists of costs directly incurred as a result of a restructuring initiative, inclusive of employee-related termination costs, third party professional fees, facility exit costs and write-off of abandoned assets.

Restructuring expense increased by $24.8 million and $25.5 million during the three and nine months ended March 31, 2017, respectively, as compared to the prior comparative periods. The restructuring expense during the current periods relates primarily to our January 2017 announcement regarding a plan to restructure the company and deeply decentralize the company's operations in order to improve accountability for customer satisfaction and capital returns, simplify decision-making, and improve the speed of execution. Refer to Note 15 for additional details regarding the restructuring plan.

Impairment of goodwill and acquired intangible assets

For the three and nine months ended March 31, 2017, we recognized an impairment charge for goodwill and acquired intangible assets of $9.6 million for our Tradeprint business. Tradeprint has experienced lower than forecasted cash flows as a result of lower operating margins and required investment. We have reduced our long-term expected cash flows for the reporting unit, resulting in the impairment charge for the current quarter.

During the prior year period, we determined that the revenue and profit outlook for the Exagroup business was lower than the initial deal model upon which we based our purchase accounting. We performed a quantitative goodwill analysis which concluded that the fair value of our goodwill was less than the carrying amount, resulting in a goodwill impairment loss of $30.8 million.

Other Consolidated Results

Other (expense) income, net

Other (expense) income, net generally consists of gains and losses from currency exchange rate fluctuations on transactions or balances denominated in currencies other than the functional currency of our subsidiaries, as well as the realized and unrealized gains and losses on some of our derivative instruments. In evaluating our currency hedging program and ability to achieve hedge accounting in light of our legal entity cash flows, we considered the benefits of hedge accounting relative to the additional economic cost of trade execution and administrative burden. Based on this analysis, we decided to execute certain currency derivative contracts that do not qualify for hedge accounting. The following table summarizes the components of other (expense) income, net:

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2017	2016	2017	2016
(Losses) gains on derivatives not designated as hedging instruments	$ (817)	$ (1,505)	$ 12,737	$ 4,048
Currency-related (losses) gains, net	(6,304)	(7,656)	5,719	(149)
Other gains	539	158	3,379	4,030
Total other (expense) income, net	$ (6,582)	$ (9,003)	$ 21,835	$ 7,929

During the three months ended March 31, 2017, we recognized net losses of $6.6 million, compared to $9.0 million during the prior comparable period. The reduction in losses primarily relate to the currency exchange rate volatility of our intercompany transactional and financing activities, as well as our currency derivative contracts not designated as hedging instruments.

During the nine months ended March 31, 2017, we recognized net gains of $21.8 million, compared to $7.9 million during the prior comparable period. The increased income relates primarily to gains on our currency derivative contracts as a result of currency exchange rate movements. In addition, during the nine months ended March 31, 2017, we recognized other gains of $3.4 million, which consist primarily of gains related to the sale of marketable securities. During the prior period, we recognized other gains of $4.0 million, primarily related to insurance recoveries.

Interest expense, net

Interest expense, net was $11.6 million and $31.1 million for the three and nine months ended March 31, 2017, respectively, and $10.1 million and $28.4 million, respectively, for the three and nine months ended March 31, 2016. Interest expense, net primarily consists of interest paid on outstanding debt balances, amortization of debt issuance costs, interest related to capital lease obligations and realized gains (losses) on effective interest rate swap contracts and certain cross-currency swap contracts. We expect interest expense to be higher relative to historical trends as a result of increased borrowing levels on our senior secured credit facility, increased capital lease obligations for machinery and equipment, and if interest rates increase.

Income tax (benefit) provision

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2017	2016	2017	2016
Income tax (benefit) provision	$ (17,431)	$ (854)	$ (7,644)	$ 8,473
Effective tax rate	*29.0%*	*2.3%*	*16.9%*	*20.3%*

Income tax benefit was $17.4 million and $7.6 million for the three and nine months ended March 31, 2017, respectively, as compared to a benefit of $0.9 million and expense of $8.5 million for the same prior year periods. The increase in income tax benefit is primarily attributable to greater pre-tax losses for the three and nine months ended March 31, 2017 as compared to a smaller pre-tax loss for the three months ended March 31, 2016 and pre-tax earnings for the nine months ended March 31, 2016. During the three and nine months ended March 31, 2017, we recognized tax benefits of $0.1 million and $4.7 million, respectively, due to share based compensation as compared to $0.7 million and $2.4 million for the comparable prior periods. Income tax benefit for the three and nine months ended March 31, 2017 was increased by $2.6 million related to fiscal 2016 US R&D credits and decreased by $1.1 million related to a reduction in US state deferred tax assets (largely attributable to the National Pen acquisition). Additionally, income tax expense for the nine months ended March 31, 2016 was reduced by $0.9 million related to the extension of the fiscal 2015 US R&D credit.

Reportable Segment Results

Vistaprint business unit

	Three Months Ended March 31,			Nine Months Ended March 31,		
	2017	2016	2017 vs. 2016	2017	2016	2017 vs. 2016
Reported Revenue	$ 321,254	$ 289,901	11 %	$ 986,090	$ 912,153	8 %
Adjusted Net Operating Profit	37,003	42,424	(13)%	122,454	157,352	(22)%
% of revenue	*12%*	*15%*		*12%*	*17%*	

Segment Revenue

Reported revenue for the three and nine months ended March 31, 2017 increased 11% and 8%, to $321.3 million and $986.1 million, respectively, as compared to the three and nine months ended March 31, 2016. The Vistaprint business unit reported revenue growth was negatively affected by currency impacts of 1% and 2% during the three and nine months ended March 31, 2017, respectively. The constant-currency growth of 12% and 10% for three and nine months ended March 31, 2017, respectively, was primarily due to growth in repeat customers, as well as growth in new customer bookings. Performance continues to be stronger in the North American and Australian markets, with improving results in certain European markets. Revenue from our focus product categories including signage, marketing materials and promotional products and apparel is growing faster than the overall segment. In addition, some of our customer value proposition efforts, including our continued roll-out of shipping price reductions, have created revenue headwinds in certain markets, including France, Germany, the Netherlands, United Kingdom and the United States.

Segment Profitability

Adjusted net operating profit decreased for the three and nine months ended March 31, 2017 by $5.4 million and $34.9 million, respectively, to $37.0 million and $122.5 million. The decrease is primarily due to the roll-out of planned investments including shipping price reductions, expanded design services and new product introduction that have negatively impacted gross profit. These increases in planned investments were partially offset by operating expense efficiencies and incremental profits from revenue growth.

Upload and Print business units

	Three Months Ended March 31,			Nine Months Ended March 31,		
	2017	2016	2017 vs. 2016	2017	2016	2017 vs. 2016
Reported Revenue	$ 142,476	$ 116,356	22 %	$ 426,821	$ 286,171	49%
Adjusted Net Operating Profit	13,144	15,557	(16)%	43,715	41,195	6%
% of revenue	*9%*	*13%*		*10%*	*14%*	

Segment Revenue

The Upload and Print business units reported revenue for the three and nine months ended March 31, 2017 increased to $142.5 million and $426.8 million, respectively, from $116.4 million and $286.2 million in the prior comparable periods, primarily due to the addition of revenue from our fiscal 2016 acquisition of WIRmachenDRUCK. The reported revenue growth was negatively affected by currency impacts during the three and nine months ended March 31, 2017 of 5% and 3%, respectively. The Upload and Print business units constant-currency revenue growth excluding revenue from businesses acquired in the past twelve months was 13% for both the three and nine months ended March 31, 2017, primarily driven by continued growth from our Pixartprinting, Printdeal and Exagroup business units. Our growth in constant currency revenue excluding recent acquisitions has moderated as we passed the anniversary of some of the slower-growing acquisitions, and we also have seen some moderation in the growth rates of prior-year acquisitions.

Segment Profitability

Adjusted net operating profit decreased for the three months ended March 31, 2017 by $2.4 million to $13.1 million. The decrease is primarily due to a decline in the profitability of our Tradeprint business, as well as continued investments in oversight, technology, and marketing, partially offset by increases in our WIRmachenDRUCK business unit, which we acquired in fiscal 2016 and did not have a full comparable quarter.

Adjusted net operating profit increased for the nine months ended March 31, 2017 by $2.5 million to $43.7 million. The increase is primarily a result of higher adjusted net operating profit from our acquisition of WIRmachenDRUCK, which is included the entire year to date period in fiscal 2017 as compared to only two months in the comparable 2016 period.

National Pen business unit

	Three Months Ended March 31,			Nine Months Ended March 31,		
	2017	2016	2017 vs. 2016	2017	2016	2017 vs. 2016
Reported Revenue	$ 58,828	n/a	n/a	$ 58,828	n/a	n/a
Adjusted Net Operating Profit (Loss)	(3,226)	n/a	n/a	(3,226)	n/a	n/a
% of revenue	*(5)%*	*n/a*		*(5)%*	*n/a*	

Segment Revenue

Reported revenue for the three and nine months ended March 31, 2017 was $58.8 million. We acquired National Pen on December 30, 2016 and thus no comparative operating results are presented.

Segment Profitability

Adjusted net operating loss for the three and nine months ended March 31, 2017 was $3.2 million. National Pen profitability has traditionally been highly seasonal, and we expect the first and second quarters of our fiscal year to be its strongest for both revenue and profitability.

All Other business units

	Three Months Ended March 31,			Nine Months Ended March 31,		
	2017	2016	2017 vs. 2016	2017	2016	2017 vs. 2016
Reported Revenue	$ 28,027	$ 30,560	(8)%	$ 99,410	$ 110,515	(10)%
Adjusted Net Operating Profit (Loss)	(9,945)	(3,895)	(155)%	(21,525)	1,844	(1,267)%
% of revenue	*(35)%*	*(13)%*		*(22)%*	*2%*	

Segment Revenue

All Other business units reported revenue for the three and nine months ended March 31, 2017 decreased 8% and 10% to $28.0 million and $99.4 million, respectively, as compared to the prior comparable periods. The constant-currency revenue decline of 9% and 11%, respectively, for the three and nine months ended March 31, 2017 was primarily due to the termination of certain partner contracts in both our Corporate Solutions and Albumprinter businesses. These declines were partially offset by growth in Albumprinter's direct to consumer business and Corporate Solutions' new lines of business, as well as growth in our Most of World portfolio which continues to grow off a relatively small base.

Segment Profitability

Adjusted net operating profit for the three and nine months ended March 31, 2017 decreased to a loss of $9.9 million and $21.5 million, respectively. The decline is primarily due to the reduction in partner related profits of $5.1 million and $16.6 million for the three and nine months ended March 31, 2017, respectively, as well as increased investment in our Corporate Solutions and Most of World business units, partially offset by growth in our Albumprinter brand.

Liquidity and Capital Resources

Consolidated Statements of Cash Flows Data:
In thousands

	Nine Months Ended March 31,	
	2017	2016
Net cash provided by operating activities	$ 123,644	$ 195,218
Net cash used in investing activities	(277,506)	(239,319)
Net cash provided by financing activities	123,116	18,312

At March 31, 2017, we had $43.5 million of cash and cash equivalents and $897.6 million of outstanding debt, excluding debt issuance costs and debt discounts. Cash and cash equivalents decreased by $34.0 million during the nine months ended March 31, 2017. During the nine months ended March 31, 2017 we implemented a cash pooling program for certain of our European bank accounts and expect to maintain a lower consolidated cash balance on a prospective basis as we leverage the benefits of the new program. We expect cash and cash equivalents and outstanding debt levels to fluctuate over time depending on our working capital needs, as well as our organic investment, share repurchase and acquisition activity. The cash flows during the nine months ended March 31, 2017 related primarily to the following items:

Cash inflows:

- Proceeds of debt of $213.7 million, net of payments;
- Adjustments for non-cash items of $148.2 million primarily related to positive adjustments for depreciation and amortization of $115.8 million, share-based compensation costs of $35.6 million, the change of our contingent earn-out liability of $27.4 million and unrealized currency-related gains of $6.4 million, offset by negative adjustments for non-cash tax related items of $37.8 million;
- Changes in working capital balances of $15.4 million primarily driven by a decrease in accrued expenses primarily related to a decrease in accrued taxes;
- Proceeds from the sale of available-for sale securities of $6.3 million; and
- Proceeds from the sale of assets of $4.2 million.

Cash outflows:

- Net loss of $37.7 million*;*
- Payments for acquisitions, net of cash acquired, of $204.9 million;
- Purchases of our ordinary shares of $50.0 million;
- Capital expenditures of $56.9 million of which $29.5 million were related to the purchase of manufacturing and automation equipment for our production facilities, $8.4 million were related to the purchase of land, facilities and leasehold improvements, and $19.0 million were related to computer and office equipment;
- Internal costs for software and website development that we have capitalized of $28.7 million;
- Purchase of noncontrolling interests of $20.2 million;
- Payments for capital lease arrangements of $12.0 million; and
- Payments of withholding taxes in connection with share awards of $10.8 million.

Additional Liquidity and Capital Resources Information. During the nine months ended March 31, 2017, we financed our operations and strategic investments through internally generated cash flows from operations and debt financing. As of March 31, 2017, a significant portion of our cash and cash equivalents was held by our subsidiaries, and undistributed earnings of our subsidiaries that are considered to be indefinitely reinvested were $26.0 million. We do not intend to repatriate these funds as the cash and cash equivalent balances are generally used and available, without legal restrictions, to fund ordinary business operations and investments of the respective subsidiaries. If there is a change in the future, the repatriation of undistributed earnings from certain subsidiaries, in the form of dividends or otherwise, could have tax consequences that could result in material cash outflows.

Debt. On March 24, 2015, we completed a private placement of $275.0 million of 7.0% senior unsecured notes due 2022. The proceeds from the sales of the notes were used to repay existing outstanding indebtedness under our unsecured line of credit and senior secured credit facility and for general corporate purposes. As of March 31, 2017, we have aggregate loan commitments from our senior secured credit facility totaling $818.0 million. The loan commitments consist of revolving loans of $690.0 million and the remaining term loans of $128.0 million.

We have other financial obligations that constitute additional indebtedness based on the definitions within the credit facility. As of March 31, 2017, the amount available for borrowing under our senior secured credit facility was as follows:

In thousands

	March 31, 2017
Maximum aggregate available for borrowing	$ 818,000
Outstanding borrowings of senior secured credit facilities	(614,970)
Remaining amount	203,030
Limitations to borrowing due to debt covenants and other obligations (1)	(2,454)
Amount available for borrowing as of March 31, 2017 (2)	$ 200,576

(1) Our borrowing ability under our senior secured credit facility can be limited by our debt covenants each quarter. These covenants may limit our borrowing capacity depending on our leverage, other indebtedness, such as notes, capital leases, letters of credit, and any other debt, as well as other factors that are outlined in the credit agreement.
(2) The use of available borrowings for share purchases, dividend payments, or corporate acquisitions is subject to more restrictive covenants that can lower available borrowings for such purposes relative to the general availability described in the above table.

Debt Covenants. Our credit agreement contains financial and other covenants, including but not limited to the following:

(1) The credit agreement contains financial covenants calculated on a trailing twelve month, or TTM, basis that:

- our total leverage ratio, which is the ratio of our consolidated total indebtedness (*) to our TTM consolidated EBITDA (*), will not exceed 4.50 to 1.00.

- our senior secured leverage ratio, which is the ratio of our consolidated senior secured indebtedness (*) to our TTM consolidated EBITDA (*), will not exceed 3.25 to 1.00.

- our interest coverage ratio, which is the ratio of our consolidated EBITDA to our consolidated interest expense, will be at least 3.00 to 1.00.

(2) Purchases of our ordinary shares, payments of dividends, and corporate acquisitions and dispositions are subject to more restrictive consolidated leverage ratio thresholds than those listed above when calculated on a proforma basis in certain scenarios. Also, regardless of our leverage ratio, the credit agreement limits the amount of purchases of our ordinary shares, payments of dividends, corporate acquisitions and dispositions, investments in joint ventures or minority interests, and consolidated capital expenditures that we may make. These limitations can include annual limits that vary from year-to-year and aggregate limits over the term of the credit facility. Therefore, our ability to make desired investments may be limited during the term of our senior secured credit facility.

(3) The credit agreement also places limitations on additional indebtedness and liens that we may incur, as well as on certain intercompany activities.

(*) The definitions of EBITDA, consolidated total indebtedness, and consolidated senior secured indebtedness are maintained in our credit agreement included as an exhibit to our Form 8-K filed on February 13, 2013, as amended by amendments no. 1 and no. 2 to the credit agreement included as exhibits to our Forms 8-K filed on January 22, 2014 and September 25, 2014.

The indenture under which our 7.0% senior unsecured notes due 2022 are issued contains various covenants, including covenants that, subject to certain exceptions, limit our and our restricted subsidiaries' ability to incur and/or guarantee additional debt; pay dividends, repurchase shares or make certain other restricted payments; enter into agreements limiting dividends and certain other restricted payments; prepay, redeem or repurchase subordinated debt; grant liens on assets; enter into sale and leaseback transactions; merge, consolidate or transfer or dispose of substantially all of our consolidated assets; sell, transfer or otherwise dispose of property and assets; and engage in transactions with affiliates.

Our credit agreement and senior unsecured notes indenture also contain customary representations, warranties and events of default. As of March 31, 2017, we were in compliance with all financial and other covenants under the credit agreement and senior unsecured notes indenture.

Other debt. Other debt primarily consists of term loans acquired as part of our fiscal 2015 acquisition of Exagroup SAS. As of March 31, 2017 we had $7.6 million outstanding for those obligations that are payable through September 2024.

Our expectations for fiscal year 2017. We believe that our available cash, cash flows generated from operations, and cash available under our committed debt financing will be sufficient to satisfy our liabilities and planned investments to support our long-term growth strategy for at least the next twelve months. We endeavor to invest large amounts of capital that we believe will generate returns that are above our weighted average cost of capital. We consider any use of cash that we expect to require more than 12 months to return our invested capital to be an allocation of capital. For fiscal 2017 we expect to allocate capital to the following broad categories and consider our capital to be fungible across all of these categories:

- Large, discrete, internally developed projects that we believe can, over the longer term, provide us with materially important competitive capabilities and/or positions in new markets, such as investments in our software, service operations and other supporting capabilities for our integrated platform, new business units such as Corporate Solutions and expansion into new geographic markets
- Other organic investments intended to maintain or improve our competitive position or support growth, such as costs to develop new products and expand product attributes, production and IT capacity expansion, merchant related advertising costs and continued investment in our employees
- Purchases of ordinary shares
- Corporate acquisitions and similar investments
- Reduction of debt

Contractual Obligations

Contractual obligations at March 31, 2017 are as follows:

In thousands	Payments Due by Period				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
Operating leases, net of subleases	$ 44,254	$ 7,942	$ 13,408	$ 10,004	$ 12,900
Build-to-suit lease	112,393	12,569	25,139	25,139	49,546
Purchase commitments	44,102	34,747	9,355	—	—
Senior unsecured notes and interest payments	380,875	19,250	38,500	38,500	284,625
Other debt and interest payments	674,176	52,748	615,287	3,733	2,408
Capital leases	40,453	13,512	17,464	5,913	3,564
Other	38,866	33,407	5,459	—	—
Total (1)	$ 1,335,119	$ 174,175	$ 724,612	$ 83,289	$ 353,043

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(1) We may be required to make cash outlays related to our uncertain tax positions. However, due to the uncertainty of the timing of future cash flows associated with our uncertain tax positions, we are unable to make reasonably reliable estimates of the period of cash settlement, if any, with the respective taxing authorities. Accordingly, uncertain tax positions of $5.6 million as of March 31, 2017 have been excluded from the contractual obligations table above. For further information on uncertain tax positions, see Note 11 to the accompanying consolidated financial statements.

Operating Leases. We rent office space under operating leases expiring on various dates through 2024. Future minimum rental payments required under our leases are an aggregate of approximately $44.3 million. The terms of certain lease agreements require security deposits in the form of bank guarantees and letters of credit in the amount of $3.7 million.

Build-to-suit lease. Represents the cash payments for our leased facility in Waltham, Massachusetts, USA. Please refer to Note 6 in the accompanying consolidated financial statements for additional details.

Purchase Commitments. At March 31, 2017, we had unrecorded commitments under contract of $44.1 million, which were primarily composed of commitments for production and computer equipment purchases of approximately $21.3 million. Production and computer equipment purchases relates primarily to a two year purchase commitment for equipment with one of our suppliers. In addition, we had purchase commitments for third-party web services of $5.1 million, professional and consulting fees of approximately $6.1 million, inventory purchase commitments of $5.2 million, commitments for advertising campaigns of $1.9 million, and other unrecorded purchase commitments of $4.6 million.

Senior unsecured notes and interest payments. Our 7.0% senior unsecured notes due 2022 bear interest at a rate of 7.0% per annum and mature on April 1, 2022. Interest on the notes is payable semi-annually on April 1 and October 1 of each year and has been included in the table above.

Other debt and interest payments. The term loans of $128.0 million outstanding under our credit agreement have repayments due on various dates through September 23, 2019, with the revolving loans outstanding of $487.0 million due on September 23, 2019. Interest payable included in this table is based on the interest rate as of March 31, 2017 and assumes all revolving loan amounts outstanding will not be paid until maturity, but that the term loan amortization payments will be made according to our defined schedule. Interest payable includes the estimated impact of our interest rate swap agreements. In addition, we have term loan debt which consists primarily of debt assumed as part of certain of our fiscal 2015 acquisitions, and as of March 31, 2017 we had $7.6 million outstanding for those obligations that have repayments due on various dates through September 2024.

Capital leases. We lease certain machinery and plant equipment under capital lease agreements that expire at various dates through 2022. The aggregate carrying value of the leased equipment under capital leases included in property, plant and equipment, net in our consolidated balance sheet at March 31, 2017, is $40.6 million, net of accumulated depreciation of $23.8 million. The present value of lease installments not yet due included in other current liabilities and other liabilities in our consolidated balance sheet at March 31, 2017 amounts to $40.5 million.

Other Obligations. Other obligations include an installment obligation of $7.3 million related to the fiscal 2012 intra-entity transfer of the intellectual property of our subsidiary Webs, Inc., which resulted in tax being paid over a 7.5 year term and has been classified as a deferred tax liability in our consolidated balance sheet as of March 31, 2017. Other obligations also includes the fair value of the contingent earn-out liability related to the WIRmachenDRUCK acquisition of $29.7 million, which is payable at our option in cash or ordinary shares, based on the achievement of a cumulative gross margin target for calendar years 2016 and 2017. In addition, we have deferred payments related to our fiscal 2015 and 2016 acquisitions of $1.9 million, in aggregate.

Non-GAAP Financial Measure

Adjusted net operating profit after tax (NOPAT) presented below is a supplemental measure of our performance that is not required by, or presented in accordance with, GAAP. This metric is the primary metric by which we measure our consolidated financial performance and is intended to supplement investors' understanding of our operating results. Adjusted NOPAT is defined as GAAP operating income excluding certain items such as acquisition-related amortization and depreciation, expense recognized for earn-out related charges, including the change in fair value of contingent consideration and compensation expense related to cash-based earn-out mechanisms dependent upon continued employment, share-based compensation related to investment consideration, certain impairment expense and restructuring charges. The interest expense associated with our Waltham lease, as well as realized gains (losses) on currency forward contracts that do not qualify for hedge accounting, are included in adjusted NOPAT.

This non-GAAP financial measure is provided to enhance investors' understanding of our current operating results from the underlying and ongoing business for the same reasons it is used by management. For example, as we have become more acquisitive over recent years we believe excluding the costs related to the purchase of a business (such as amortization of acquired intangible assets, contingent consideration, or impairment of goodwill) provides further insight into the performance of the underlying acquired business in addition to that provided by our GAAP operating income. As another example, as we do not apply hedge accounting for our currency forward contracts, we believe inclusion of realized gains and losses on these contracts that are intended to be matched against operational currency fluctuations provides further insight into our operating performance in addition to that provided by our GAAP operating income. We do not, nor do we suggest that investors should, consider such non-GAAP financial measures in isolation from, or as a substitute for, financial information prepared in accordance with GAAP.

The table below sets forth operating income and adjusted net operating profit after tax for each of the three and nine months ended March 31, 2017 and 2016:

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2017	2016	2017	2016
GAAP operating (loss) income	$ (41,943)	$ (17,531)	$ (36,046)	$ 62,163
Less: Cash taxes attributable to current period (see below)	(4,698)	(8,392)	(18,821)	(19,587)
Exclude expense (benefit) impact of:				
Acquisition-related amortization and depreciation	13,508	10,879	33,740	30,316
Earn-out related charges (1)	4,882	883	28,139	4,585
Share-based compensation related to investment consideration	375	1,168	5,079	3,705
Certain impairments (2)	9,556	37,582	9,556	40,604
Restructuring related charges	24,790	—	25,890	381
Less: Interest expense associated with Waltham lease	(1,897)	(1,975)	(5,823)	(4,326)
Include: Realized gains on currency derivatives not included in operating income	4,591	1,391	13,318	5,026
Adjusted NOPAT (3)	$ 9,164	$ 24,005	$ 55,032	$ 122,867
Cash taxes paid in the current period (4)	$ 15,658	$ 344	$ 35,967	$ 11,089
Less: cash taxes paid and related to prior periods (4)	(2,862)	4,760	(12,186)	2,656
Plus: cash taxes attributable to the current period but not yet paid	(2,508)	2,343	(2,330)	3,982
Plus: cash impact of excess tax benefit on equity awards attributable to current period	44	1,705	4,650	4,350
Plus: cash tax impact of NOPAT exclusion items	(1,537)	—	(1,537)	—
Less: installment payment related to the transfer of intellectual property in a prior year	(4,097)	(760)	(5,743)	(2,490)
Cash taxes attributable to current period	$ 4,698	$ 8,392	$ 18,821	$ 19,587

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(1) Includes expense recognized for the change in fair value of contingent consideration and compensation expense related to cash-based earn-out mechanisms dependent upon continued employment.
(2) Includes the impact of certain impairments of goodwill and other long-lived assets as defined by ASC 350 - "Intangibles - Goodwill and Other".
(3) Adjusted NOPAT will include the impact of discontinued operations as defined by ASC 205-20 in periods in which they occur.
(4) For the three and nine months ended March 31, 2016, cash taxes paid in the current period includes a cash tax refund of $8,479, which is subsequently eliminated from cash taxes attributable to the current period as it relates to a refund of a prior years' taxes generated as a result of a prior year excess share-based compensation deduction. Therefore, the impact is not included in adjusted NOPAT for the current period.

Item 3. ***Quantitative and Qualitative Disclosures About Market Risk***

Interest Rate Risk. Our exposure to interest rate risk relates primarily to our cash, cash equivalents and debt.

As of March 31, 2017, our cash and cash equivalents consisted of standard depository accounts which are held for working capital purposes. We do not believe we have a material exposure to interest rate fluctuations related to our cash and cash equivalents.

As of March 31, 2017, we had $615.0 million of variable rate debt and $7.3 million of variable rate installment obligation related to the fiscal 2012 intra-entity transfer of Webs' intellectual property. As a result, we have exposure to market risk for changes in interest rates related to these obligations. In order to mitigate our exposure to interest rate changes related to our variable rate debt, we execute interest rate swap contracts to fix the interest rate on a portion of our outstanding long-term debt with varying maturities. As of March 31, 2017, a hypothetical 100 basis point increase in rates, inclusive of our outstanding interest rate swaps, would result in an increase of interest expense of approximately $5.6 million over the next 12 months.

Currency Exchange Rate Risk. We conduct business in multiple currencies through our worldwide operations but report our financial results in U.S. dollars. We manage these risks through normal operating activities and, when deemed appropriate, through the use of derivative financial instruments. We have policies governing the use of derivative instruments and do not enter into financial instruments for trading or speculative purposes. The use of derivatives is intended to reduce, but does not entirely eliminate, the impact of adverse currency exchange rate movements. A summary of our currency risk is as follows:

- *Translation of our non-U.S. dollar revenues and expenses:* Revenue and related expenses generated in currencies other than the U.S. dollar could result in higher or lower net (loss) income when, upon consolidation, those transactions are translated to U.S. dollars. When the value or timing of revenue and expenses in a given currency are materially different, we may be exposed to significant impacts on our net (loss) income and non-GAAP financial metrics, such as EBITDA.

  Our currency hedging objectives are targeted at reducing volatility in our forecasted U.S. dollar-equivalent EBITDA in order to protect our debt covenants. Since EBITDA excludes non-cash items such as depreciation and amortization that are included in net (loss) income, we may experience increased, not decreased, volatility in our GAAP results due to our hedging approach. Our most significant net currency exposures by volume are in the Euro and British Pound.

  In addition, we elect to execute currency derivatives contracts that do not qualify for hedge accounting. As a result, we may experience volatility in our consolidated statements of operations due to (i) the impact of unrealized gains and losses reported in other (expense) income, net on the mark-to-market of outstanding contracts and (ii) realized gains and losses recognized in other (expense) income, net, whereas the offsetting economic gains and losses are reported in the line item of the underlying cash flow, for example, revenue.

- *Translation of our non-U.S. dollar assets and liabilities*: Each of our subsidiaries translates its assets and liabilities to U.S. dollars at current rates of exchange in effect at the balance sheet date. The resulting gains and losses from translation are included as a component of accumulated other comprehensive (loss) income on the consolidated balance sheet. Fluctuations in exchange rates can materially impact the carrying value of our assets and liabilities.

  We have currency exposure arising from our net investments in foreign operations. We enter into cross-currency swap contracts to mitigate the impact of currency rate changes on certain net investments.

- *Remeasurement of monetary assets and liabilities:* Transaction gains and losses generated from remeasurement of monetary assets and liabilities denominated in currencies other than the functional currency of a subsidiary are included in other (expense) income, net on the consolidated statements of operations. Certain of our subsidiaries hold intercompany loans denominated in a currency other than their functional currency. Due to the significance of these balances, the revaluation of intercompany loans can have a material impact on other (expense) income, net. We expect these impacts may be volatile in the future, although our largest intercompany loans do not have a U.S. dollar cash impact for the consolidated group because they are either 1) U.S. dollar loans or 2) we elect to hedge certain non-U.S. dollar loans with cross currency swaps. A hypothetical 10% change in currency exchange rates was applied to total net monetary assets denominated in currencies other than the functional currencies at the balance sheet dates to compute the impact these changes would have had on our income before taxes in the near term. The balances are inclusive of the notional value of any cross currency swaps designated as cash flow hedges. A hypothetical decrease in exchange rates of 10% against the functional currency of our subsidiaries would have resulted in an increase of $11.5 million and $31.0 million on our income before taxes for the three months ended March 31, 2017 and 2016, respectively.

Item 4. ***Controls and Procedures***

Disclosure Controls and Procedures

Our management, with the participation of our chief executive officer and chief financial officer, evaluated the effectiveness of our disclosure controls and procedures as of March 31, 2017. The term “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, or Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company’s management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on the evaluation of our disclosure controls and procedures as of March 31, 2017, our chief executive officer and chief financial officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control Over Financial Reporting

There were no significant changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the three months ended March 31, 2017 that materially affect, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1A. ***Risk Factors***

Our future results may vary materially from those contained in forward-looking statements that we make in this Report and other filings with the SEC, press releases, communications with investors, and oral statements due to the following important factors, among others. Our forward-looking statements in this Report and in any other public statements we make may turn out to be wrong. These statements can be affected by, among other things, inaccurate assumptions we might make or by known or unknown risks and uncertainties or risks we currently deem immaterial. Consequently, no forward-looking statement can be guaranteed. We undertake no obligation to update any forward-looking statements, whether as a result of new information, future events, or otherwise.

Risks Related to Our Business

If our long-term growth strategy is not successful, our business and financial results could be harmed.

We may not achieve the objectives of our long-term investment and financial strategy, and our investments in our business may fail to impact our results and growth as anticipated. Some of the factors that could cause our business strategy to fail to achieve our objectives include, among others:

- our failure to adequately execute our strategy or anticipate and overcome obstacles to achieving our strategic goals;
- our failure to develop our mass customization platform or the failure of the platform to drive the efficiencies and competitive advantage we expect;
- our failure to manage the growth, complexity, and pace of change of our business and expand our operations;
- our failure to acquire, at a value-accretive price or at all, businesses that enhance the growth and development of our business or to effectively integrate the businesses we do acquire into our business;
- our inability to purchase or develop technologies and other key assets and capabilities to increase our efficiency, enhance our competitive advantage, and scale our operations;

- our failure to realize the anticipated benefits of the decentralization of our operations;
- the failure of our current supply chain to provide the resources we need at the standards we require and our inability to develop new or enhanced supply chains;
- our failure to acquire new customers and enter new markets, retain our current customers, and sell more products to current and new customers;
- our failure to identify and address the causes of our revenue weakness in some markets;
- our failure to sustain growth in relatively mature markets;
- our failure to promote, strengthen, and protect our brands;
- our failure to effectively manage competition and overlap within our brand portfolio;
- the failure of our current and new marketing channels to attract customers;
- our failure to realize expected returns on our capital allocation decisions;
- unanticipated changes in our business, current and anticipated markets, industry, or competitive landscape;
- our failure to attract and retain skilled talent needed to execute our strategy and sustain our growth; and
- general economic conditions.

If our strategy is not successful, or if there is a market perception that our strategy is not successful, then our revenue, earnings, and value may not grow as anticipated or may decline, we may not be profitable, our cash flow may be negatively impacted, our reputation and brands may be damaged, and the price of our shares may decline. In addition, we may change our strategy from time to time, which can cause fluctuations in our financial results and volatility in our share price.

Purchasers of customized products may not choose to shop online, which would limit our acquisition of new customers that are necessary to the success of our business.

We sell most of our products and services through the Internet. Because the online market for most of our products and services is not mature, our success depends in part on our ability to attract customers who have historically purchased products and services we offer through offline channels. Specific factors that could prevent prospective customers from purchasing from us as an online retailer include:

- concerns about buying customized products without face-to-face interaction with design or sales personnel;
- the inability to physically handle and examine product samples;
- delivery time associated with Internet orders;
- concerns about the security of online transactions and the privacy of personal information;
- delayed shipments or shipments of incorrect or damaged products;
- limited access to the Internet; and
- the inconvenience associated with returning or exchanging purchased items.

In addition, our internal research shows that an increasing number of current and potential customers access our websites using smart phones or tablets and that our website visits using traditional computers may be declining. Designing and purchasing custom designed products on a smart phone, tablet, or other mobile device is more difficult than doing so with a traditional computer due to limited screen sizes and bandwidth constraints. If our customers and potential customers have difficulty accessing and using our websites and technologies, then our revenue could decline.

We may not succeed in promoting and strengthening our brands, which could prevent us from acquiring new customers and increasing revenues.

A primary component of our business strategy is to promote and strengthen our brands to attract new and repeat customers to our websites, and we face significant competition from other companies in our markets who also seek to establish strong brands. To promote and strengthen our brands, we must incur substantial marketing expenses and establish a relationship of trust with our customers by providing a high-quality customer experience. Providing a high-quality customer experience requires us to invest substantial amounts of resources in our website development, design and technology, graphic design operations, production operations, and customer service operations. Our ability to provide a high-quality customer experience is also dependent on external factors over which we may have little or no control, including the reliability and performance of our suppliers, third-party carriers, and communication infrastructure providers. If we are unable to promote our brands or provide customers with a high-quality customer experience, we may fail to attract new customers, maintain customer relationships, and sustain or increase our revenues.

We manage our business for long-term results, and our quarterly and annual financial results will often fluctuate, which may lead to volatility in our share price.

Our revenues and operating results often vary significantly from period to period due to a number of factors, and as a result comparing our financial results on a period-to-period basis may not be meaningful. We prioritize our two uppermost objectives (leadership in mass customization and maximizing intrinsic value per share) even at the expense of shorter-term results and generally do not manage our business to maximize current period financial results, including our GAAP net (loss) income and operating cash flow and other results we report. Many of the factors that lead to period-to-period fluctuations are outside of our control; however, some factors are inherent in our business strategies. Some of the specific factors that could cause our operating results to fluctuate from quarter to quarter or year to year include among others:

- investments in our business in the current period intended to generate longer-term returns, where the shorter-term costs will not be offset by revenue or cost savings until future periods, if at all;
- seasonality-driven or other variations in the demand for our products and services, in particular during our second fiscal quarter;
- currency and interest rate fluctuations, which affect our revenues, costs, and fair value of our assets and liabilities;
- our hedging activity;
- our ability to attract visitors to our websites and convert those visitors into customers;
- our ability to retain customers and generate repeat purchases;
- shifts in revenue mix toward less profitable products and brands;
- the commencement or termination of agreements with our strategic partners, suppliers, and others;
- our ability to manage our production, fulfillment, and support operations;
- costs to produce and deliver our products and provide our services, including the effects of inflation;
- our pricing and marketing strategies and those of our competitors;
- expenses and charges related to our compensation arrangements with our executives and employees, including expenses and charges relating to the new long-term incentive compensation program we launched at the beginning of fiscal year 2017;

- costs and charges resulting from litigation;

- significant increases in credits, beyond our estimated allowances, for customers who are not satisfied with our products;

- changes in our income tax rate;

- costs to acquire businesses or integrate our acquired businesses;

- impairments of our tangible and intangible assets including goodwill; and

- the results of our minority investments and joint ventures.

Some of our expenses, such as office leases, depreciation related to previously acquired property and equipment, and personnel costs, are relatively fixed, and we may be unable to, or may not choose to, adjust operating expenses to offset any revenue shortfall. Accordingly, any shortfall in revenue may cause significant variation in operating results in any period. Our operating results may sometimes be below the expectations of public market analysts and investors, in which case the price of our ordinary shares will likely decline.

We may not be successful in developing our mass customization platform or in realizing the anticipated benefits of the platform.

A key component of our strategy is the development of a mass customization platform that acts as an interface between fulfillers (owned and third party production facilities) and merchants (our own business units and brands, as well as third parties). The process of developing new technology is complex, costly, and uncertain, and the development effort could be disruptive to our business and existing systems. We must make long-term investments, develop or obtain appropriate intellectual property, and commit significant resources before knowing whether our mass customization platform will be successful and make us more effective and competitive. As a result, there can be no assurance that we will successfully complete the development of the platform or that we will realize expected returns on the capital expended to develop the platform.

In addition, we are aware that other companies are developing platforms that could compete with ours. If a competitor were to develop and reach scale with a platform before we do, our competitive position could be harmed.

Our global operations, decentralized organizational structure, and expansion place a significant strain on our management, employees, facilities, and other resources and subject us to additional risks.

We are a global company with production facilities, offices, and localized websites in multiple countries across six continents, and we are increasingly decentralizing our organizational structure and operations. We expect to establish operations, acquire or invest in businesses, and sell our products and services in additional geographic regions, including emerging markets, where we may have limited or no experience. We may not be successful in all regions and markets in which we invest or where we establish operations, which may be costly to us. We are subject to a number of risks and challenges that relate to our global operations, decentralization, and expansion, including, among others:

- difficulty managing operations in, and communications among, multiple locations and time zones;

- difficulty complying with multiple tax laws, treaties, and regulations and limiting our exposure to onerous or unanticipated taxes, duties, and other costs;

- our failure to improve and adapt our financial and operational controls to manage our increasingly decentralized business and comply with our legal obligations;

- local regulations that may restrict or impair our ability to conduct our business as planned;

- protectionist laws and business practices that favor local producers and service providers;

- our inexperience in marketing and selling our products and services within unfamiliar countries and cultures;

- challenges of working with local business partners;
- our failure to properly understand and develop graphic design content and product formats and attributes appropriate for local tastes;
- disruptions caused by political and social instability that may occur in some countries;
- corrupt business practices, such as bribery or the willful infringement of intellectual property rights, that may be common in some countries or in some sales channels and markets;
- difficulty expatriating cash from some countries;
- difficulty importing and exporting our products across country borders and difficulty complying with customs regulations in the many countries where we sell products;
- disruptions or cessation of important components of our international supply chain;
- the challenge of complying with disparate laws in multiple countries;
- restrictions imposed by local labor practices and laws on our business and operations; and
- failure of local laws to provide a sufficient degree of protection against infringement of our intellectual property.

There is considerable uncertainty about the economic and regulatory effects of the June 23, 2016 referendum in which United Kingdom voters approved an exit from the European Union (commonly referred to as "Brexit"). The UK is one of our largest markets in Europe, but we currently ship products to UK customers primarily from continental Europe. If Brexit results in greater restrictions on imports and exports between the UK and the EU or increased regulatory complexity, then our operations and financial results could be negatively impacted.

In addition, we are exposed to fluctuations in currency exchange rates that may impact items such as the translation of our revenues and expenses, remeasurement of our intercompany balances, and the value of our cash and cash equivalents and other assets and liabilities denominated in currencies other than the U.S. dollar, our reporting currency. While we engage in hedging activities to mitigate some of the net impact of currency exchange rate fluctuations, our financial results may differ materially from expectations as a result of such fluctuations. For example, the Brexit vote has caused significant currency volatility that was mitigated in the near term by our currency hedging programs but that could potentially hurt our financial results in the future.

Acquisitions and strategic investments may be disruptive to our business.

An important way in which we pursue our strategy is to selectively acquire businesses, technologies, and services and to make minority investments in businesses and joint ventures. The time and expense associated with finding suitable businesses, technologies, or services to acquire or invest in can be disruptive to our ongoing business and divert our management's attention. In addition, we have needed in the past, and may need in the future, to seek financing for acquisitions and investments, which may not be available on terms that are favorable to us, or at all, and can cause dilution to our shareholders, cause us to incur additional debt, or subject us to covenants restricting the activities we may undertake.

Our acquisitions and strategic investments may fail to achieve our goals.

An acquisition, minority investment, or joint venture may fail to achieve our goals and expectations for a number of reasons including the following:

- The business we acquired or invested in may not perform as well as we expected.
- We may overpay for acquired businesses, which can, among other things, negatively affect our intrinsic value per share.

- We may fail to integrate acquired businesses, technologies, services, or internal systems effectively, or the integration may be more expensive or take more time than we anticipated.

- The management of our minority investments and joint ventures may be more expensive or may take more resources than we expected.

- We may not realize the anticipated benefits of integrating acquired businesses into our mass customization platform.

- We may encounter unexpected cultural or language challenges in integrating an acquired business or managing our minority investment in a business.

- We may not be able to retain customers and key employees of the acquired businesses, and we and the businesses we acquire or invest in may not be able to cross sell products and services to each other's customers.

We generally assume the liabilities of businesses we acquire, which could include liability for an acquired business' violation of law that occurred before we acquired it. In addition, we have historically acquired smaller, privately held companies that may not have as strong a culture of legal compliance or as robust financial controls as a larger, publicly traded company like Cimpress, and if we fail to implement adequate training, controls, and monitoring of the acquired companies, we could also be liable for post-acquisition legal violations.

Our acquisitions and minority investments can negatively impact our financial results.

Acquisitions and minority investments can be costly, and some of our acquisitions and investments may be dilutive, leading to reduced earnings. Acquisitions and investments can result in increased expenses including impairments of goodwill and intangible assets if financial goals are not achieved, assumptions of contingent or unanticipated liabilities, amortization of acquired intangible assets, and increased tax costs.

In addition, the accounting for our acquisitions requires us to make significant estimates, judgments, and assumptions that can change from period to period, based in part on factors outside of our control, which can create volatility in our financial results. For example, we often pay a portion of the purchase price for our acquisitions in the form of an earn-out based on performance targets for the acquired companies, which can be difficult to forecast. We accrue liabilities for estimated future contingent earn-out payments based on an evaluation of the likelihood of achievement of the contractual conditions underlying the earn-out and weighted probability assumptions of the required outcomes. If in the future our assumptions change and we determine that higher levels of achievement are likely under our earn-outs, we will need to pay and record additional amounts to reflect the increased purchase price. These additional amounts could be significant and could adversely impact our results of operations. In addition, earn-out provisions can lead to disputes with the sellers about the achievement of the earn-out performance targets, and earn-out performance targets can sometimes create inadvertent incentives for the acquired company's management to take short-term actions designed to maximize the earn-out instead of benefiting the business.

If we are unable to attract visitors to our websites and convert those visitors to customers, our business and results of operations could be harmed.

Our success depends on our ability to attract new and repeat customers in a cost-effective manner. We rely on a variety of methods to draw visitors to our websites and promote our products and services, such as purchased search results from online search engines such as Google and Yahoo!, email, direct mail, advertising banners and other online links, broadcast media, and word-of-mouth customer referrals. If the search engines on which we rely modify their algorithms, terminate their relationships with us, or increase the prices at which we may purchase listings, our costs could increase, and fewer customers may click through to our websites. If we are not effective at reaching new and repeat customers, if fewer customers click through to our websites, or if the costs of attracting customers using our current methods significantly increase, then traffic to our websites would be reduced, our revenue and net income could decline, and our business and results of operations would be harmed.

Seasonal fluctuations in our business place a strain on our operations and resources.

Our profitability has historically been highly seasonal. Our second fiscal quarter includes the majority of the holiday shopping season and accounts for a disproportionately high portion of our earnings for the year, primarily due to higher sales of home and family products such as holiday cards, calendars, photo books, and personalized gifts. In addition, the National Pen business we acquired in December 2016 has historically generated nearly all of its profits during the December quarter. Our operating income during the second fiscal quarter represented more than 60% of annual operating income in the years ended June 30, 2016, 2015, and 2014. In anticipation of increased sales activity during our second fiscal quarter holiday season, we typically incur significant additional capacity related expenses each year to meet our seasonal needs, including facility expansions, equipment purchases and leases, and increases in the number of temporary and permanent employees. Lower than expected sales during the second quarter would likely have a disproportionately large impact on our operating results and financial condition for the full fiscal year. In addition, if our manufacturing and other operations are unable to keep up with the high volume of orders during our second fiscal quarter or we experience inefficiencies in our production, then our costs may be significantly higher, and we and our customers can experience delays in order fulfillment and delivery and other disruptions. If we are unable to accurately forecast and respond to seasonality in our business, our business and results of operations may be materially harmed.

Our hedging activity could negatively impact our results of operations and cash flows.

We have entered into derivatives to manage our exposure to interest rate and currency movements. If we do not accurately forecast our results of operations, execute contracts that do not effectively mitigate our economic exposure to interest rates and currency rates, elect to not apply hedge accounting, or fail to comply with the complex accounting requirements for hedging, our results of operations and cash flows could be volatile, as well as negatively impacted. Also, our hedging objectives may be targeted at non-GAAP financial metrics, which could result in increased volatility in our GAAP results.

We face risks related to interruption of our operations and lack of redundancy.

Our production facilities, websites, infrastructure, supply chain, customer service centers, and operations may be vulnerable to interruptions, and we do not have redundancies or alternatives in all cases to carry on these operations in the event of an interruption. In addition, because we are dependent in part on third parties for the implementation and maintenance of certain aspects of our communications and production systems, we may not be able to remedy interruptions to these systems in a timely manner or at all due to factors outside of our control. Some of the events that could cause interruptions in our operations or systems are, among others:

- fire, natural disasters, or extreme weather
- labor strike, work stoppage, or other issues with our workforce
- political instability or acts of terrorism or war
- power loss or telecommunication failure
- attacks on our external websites or internal network by hackers or other malicious parties
- undetected errors or design faults in our technology, infrastructure, and processes that may cause our websites to fail
- inadequate capacity in our systems and infrastructure to cope with periods of high volume and demand
- human error, including poor managerial judgment or oversight

Any interruptions to our systems or operations could result in lost revenue, increased costs, negative publicity, damage to our reputation and brands, and an adverse effect on our business and results of operations. Building redundancies into our infrastructure, systems and supply chain to mitigate these risks may require us to commit substantial financial, operational, and technical resources, in some cases before the volume of our business increases with no assurance that our revenues will increase.

We face intense competition, and we expect our competition to continue to increase.

The markets for small business marketing products and services and home and family custom products, including the printing and graphic design market, are intensely competitive, highly fragmented, and geographically dispersed. The competitive landscape for e-commerce companies continues to change as new e-commerce businesses are introduced and traditional "bricks and mortar" businesses establish an online presence. Competition may result in price pressure, reduced profit margins and loss of market share and brand recognition, any of which could substantially harm our business and financial results. Current and potential competitors include (in no particular order):

- traditional offline suppliers and graphic design providers;
- online printing and graphic design companies, many of which provide products and services similar to ours;
- office superstores, drug store chains, food retailers and other major retailers targeting small business and consumer markets;
- wholesale printers;
- self-service desktop design and publishing using personal computer software;
- email marketing services companies;
- website design and hosting companies;
- suppliers of customized apparel, promotional products and gifts;
- online photo product companies;
- Internet firms and retailers;
- online providers of custom printing services that outsource production to third party printers; and
- providers of other digital marketing such as social media, local search directories and other providers.

Many of our current and potential competitors have advantages over us, including longer operating histories, greater brand recognition or loyalty, more focus on a given subset of our business, or significantly greater financial, marketing, and other resources. Many of our competitors currently work together, and additional competitors may do so in the future through strategic business agreements or acquisitions. Competitors may also develop new or enhanced products, technologies or capabilities that could render many of the products, services and content we offer obsolete or less competitive, which could harm our business and financial results.

In addition, we have in the past and may in the future choose to collaborate with some of our existing and potential competitors in strategic partnerships that we believe will improve our competitive position and financial results, such as through a retail in-store or web-based collaborative offering. It is possible, however, that such ventures will be unsuccessful and that our competitive position and financial results will be adversely affected as a result of such collaboration.

Failure to meet our customers' price expectations would adversely affect our business and results of operations.

Demand for our products and services is sensitive to price for almost all of our brands, and changes in our pricing strategies, including shipping pricing, have had a significant impact on the numbers of customers and orders in some regions, which in turn affects our revenues, profitability, and results of operations. Many factors can significantly impact our pricing and marketing strategies, including the costs of running our business, our competitors' pricing and marketing strategies, and the effects of inflation. If we fail to meet our customers' price expectations, our business and results of operations may suffer.

Failure to protect our information systems and the confidential information of our customers, employees, and business partners against security breaches or thefts could damage our reputation and brands, subject us to litigation and enforcement actions, and substantially harm our business and results of operations.

Our business involves the receipt, storage, and transmission of customers' personal and payment card information, as well as confidential information about our business, employees, suppliers, and business partners, some of which is entrusted to third-party service providers, partners, and vendors. Our information systems and those of third parties with which we share information are vulnerable to an increasing threat of cyber security risks, including physical and electronic break-ins, computer viruses, and phishing and other social engineering scams, among other risks. As security threats evolve and become more sophisticated and more difficult to detect and defend against, a hacker or thief may defeat our security measures, or those of our third-party service provider, partner, or vendor, and obtain confidential or personal information, and we or the third party may not discover the security breach and theft of information for a significant period of time after the breach occurs. We may need to expend significant resources to protect against security breaches and thefts of data or to address problems caused by breaches or thefts, and we may not be able to anticipate cyber attacks or implement adequate preventative measures. Any compromise or breach of our information systems or the information systems of third parties with which we share information could, among other things:

- damage our reputation and brands;
- expose us to losses, litigation, enforcement actions, and possible liability;
- result in a failure to comply with legal and industry privacy regulations and standards;
- lead to the misuse of our and our customers' confidential or personal information; or
- cause interruptions in our operations.

We rely heavily on email to market to and communicate with customers, and email communications are subject to regulatory and reputation risks.

Various private entities attempt to regulate the use of commercial email solicitation by blacklisting companies that the entities believe do not meet their standards, which results in those companies' emails being blocked from some Internet domains and addresses. Although we believe that our commercial email solicitations comply with all applicable laws, from time to time some of our Internet protocol addresses appear on some of these blacklists, which can interfere with our ability to market our products and services, communicate with our customers, and operate and manage our websites and corporate email accounts. In addition, as a result of being blacklisted, we have had disputes with, or concerns raised by, various service providers who perform services for us, including co-location and hosting services, Internet service providers and electronic mail distribution services.

Further, we have contractual relationships with partners that market our products and services on our behalf, and some of our marketing partners engage third-party email marketers with which we do not have any contractual or other relationship. Although we believe we comply with all applicable laws relating to email solicitations and our contracts with our partners require that they do the same, we do not always have control over the third-party email marketers that our partners engage. If such a third party were to send emails marketing our products and services in violation of applicable anti-spam or other laws, then our reputation could be harmed and we could potentially be liable for their actions.

We are subject to safety, health, and environmental laws and regulations, which could result in liabilities, cost increases or restrictions on our operations.

We are subject to a variety of safety, health and environmental, or SHE, laws and regulations in each of the jurisdictions in which we operate. These laws and regulations govern, among other things, air emissions, wastewater discharges, the storage, handling and disposal of hazardous and other regulated substances and wastes, soil and groundwater contamination and employee health and safety. We use regulated substances such as inks and solvents, and generate air emissions and other discharges at our manufacturing facilities, and some of our facilities are required to hold environmental permits. If we fail to comply with existing SHE requirements, or new, more stringent SHE requirements applicable to us are imposed, we may be subject to monetary fines, civil or criminal sanctions, third-party claims, or the limitation or suspension of our operations. In addition, if we are found to be responsible for hazardous substances at any location (including, for example, offsite waste disposal facilities or facilities at which we formerly operated), we may be responsible for the cost of cleaning up contamination, regardless of fault, as well as to claims for harm to health or property or for natural resource damages arising out of contamination or exposure to hazardous substances.

In some cases we pursue self-imposed socially responsible policies that are more stringent than is typically required by laws and regulations, for instance in the areas of worker safety, team member social benefits and environmental protection. The costs of this added SHE effort are often substantial and could grow over time.

The loss of key personnel or an inability to attract and retain additional personnel could affect our ability to successfully grow our business.

We are highly dependent upon the continued service and performance of our senior management and key technical, marketing, and production personnel, any of whom may cease their employment with us at any time with minimal advance notice. We face intense competition for qualified individuals from many other companies in diverse industries. The loss of one or more of our key employees may significantly delay or prevent the achievement of our business objectives, and our failure to attract and retain suitably qualified individuals or to adequately plan for succession could have an adverse effect on our ability to implement our business plan.

Our credit facility and the indenture that governs our senior notes restrict our current and future operations, particularly our ability to respond to changes or to take certain actions.

Our senior secured credit facility, which we refer to as our credit facility, and the indenture that governs our 7.0% senior unsecured notes due 2022, which we refer to as our senior notes, contain a number of restrictive covenants that impose significant operating and financial restrictions on us and may limit our ability to engage in acts that may be in our best interest, including restrictions on our ability to:

- incur additional indebtedness, guarantee indebtedness, and incur liens;
- pay dividends or make other distributions or repurchase or redeem capital stock;
- prepay, redeem, or repurchase certain subordinated debt;
- issue certain preferred stock or similar redeemable equity securities;
- make loans and investments;
- sell assets;
- enter into transactions with affiliates;
- alter the businesses we conduct;
- enter into agreements restricting our subsidiaries’ ability to pay dividends; and
- consolidate, merge, or sell all or substantially all of our assets.

As a result of these restrictions, we may be limited in how we conduct our business, grow in accordance with our strategy, compete effectively, or take advantage of new business opportunities. In addition, the restrictive covenants in the credit facility require us to maintain specified financial ratios and satisfy other financial condition tests. Our ability to meet those financial ratios and tests can be affected by events beyond our control, and we may be unable to meet them.

A default under our indenture or credit facility would have a material, adverse effect on our business.

Our failure to make scheduled payments on our debt or our breach of the covenants or restrictions under the indenture that governs our senior notes or under our credit facility could result in an event of default under the applicable indebtedness. Such a default would have a material, adverse effect on our business and financial condition, including the following, among others:

- Our lenders could declare all outstanding principal and interest to be due and payable, and we and our subsidiaries may not have sufficient assets to repay that indebtedness.
- Our secured lenders could foreclose against the assets securing their borrowings.
- Our lenders under the credit facility could terminate all commitments to extend further credit under that facility.
- We could be forced into bankruptcy or liquidation.

Our material indebtedness and interest expense could adversely affect our financial condition.

As of March 31, 2017, our total debt was $897.6 million, made up of $275.0 million of senior notes, $615.0 million of loan obligations under our credit facility and $7.6 million of other debt. We had unused commitments of $200.6 million under our credit facility (after giving effect to letter of credit obligations).

Subject to the limits contained in the credit facility, the indenture that governs our senior notes, and our other debt instruments, we may be able to incur substantial additional debt from time to time to finance working capital, capital expenditures, investments or acquisitions, or for other purposes. If we do so, the risks related to our level of debt could intensify. Specifically, our level of debt could have important consequences, including the following:

- making it more difficult for us to satisfy our obligations with respect to our debt;
- limiting our ability to obtain additional financing to fund future working capital, capital expenditures, acquisitions, or other general corporate requirements;
- requiring a substantial portion of our cash flows to be dedicated to debt service payments instead of other purposes, thereby reducing the amount of cash flows available for working capital, capital expenditures, acquisitions, and other general corporate purposes;
- increasing our vulnerability to general adverse economic and industry conditions;
- exposing us to the risk of increased interest rates as some of our borrowings, including borrowings under our credit facility, are at variable rates of interest;
- limiting our flexibility in planning for and reacting to changes in the industry and marketplaces in which we compete;
- placing us at a disadvantage compared to other, less leveraged competitors; and
- increasing our cost of borrowing.

We may not be able to generate sufficient cash to service all of our indebtedness and may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.

Our ability to make scheduled payments on or refinance our debt obligations depends on our financial condition and operating performance, which are subject to economic and competitive conditions and to various financial, business, legislative, regulatory, and other factors beyond our control. We may be unable to maintain a level of cash flows from operating activities sufficient to permit us to pay the principal, premium, if any, and interest on our indebtedness. If our cash flows and capital resources are insufficient to fund our debt service obligations, we could face substantial liquidity problems and could be forced to reduce or delay investments and capital expenditures or to dispose of material assets or operations, seek additional debt or equity capital, or restructure or refinance our indebtedness. We may not be able to effect any such alternative measures, if necessary, on commercially reasonable terms or at all.

If we cannot make scheduled payments on our debt, we will be in default. Our inability to generate sufficient cash flows to satisfy our debt obligations, or to refinance our indebtedness on commercially reasonable terms or at all, would materially and adversely affect our financial position and results of operations.

Our variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.

Borrowings under our credit facility are at variable rates of interest and expose us to interest rate risk. If interest rates were to increase, our debt service obligations on the variable rate indebtedness would increase even if the amount borrowed remained the same, and our net income and cash flows, including cash available for servicing our indebtedness, will correspondingly decrease. As of March 31, 2017, a hypothetical 100 basis point increase in rates, inclusive of our outstanding interest rate swaps, would result in an increase of interest expense of approximately $5.6 million over the next 12 months. Although we generally enter into interest rate swaps that involve the exchange of floating for fixed rate interest payments in order to reduce interest rate volatility, we might not maintain interest rate swaps with respect to all of our variable rate indebtedness, and any swaps we enter into may not fully mitigate our interest rate risk.

Border controls and duties and restrictions on cross-border commerce may negatively impact our business.

Many governments impose restrictions on shipping goods into their countries, as well as protectionist measures such as customs duties and tariffs that may apply directly to product categories comprising a material portion of our revenues. The customs laws, rules and regulations that we are required to comply with are complex and subject to unpredictable enforcement and modification. As a result of these restrictions, we have from time to time experienced delays in shipping our manufactured products into certain countries, and changes in cross-border regulations could have a significant negative effect on our business. For example, the current United States administration has signaled the possibility of major changes in trade policy between the United States and other countries, such as the disallowance of tax deductions for imported merchandise or the imposition of additional tariffs or duties on imported products. Because we produce most physical products for our United States customers at our facility in Ontario, Canada and we source most materials for our products outside the United States, major changes in tax policy or trade relations could adversely affect our business and results of operations.

If we are unable to protect our intellectual property rights, our reputation and brands could be damaged, and others may be able to use our technology, which could substantially harm our business and financial results.

We rely on a combination of patents, trademarks, trade secrets and copyrights and contractual restrictions to protect our intellectual property, but these protective measures afford only limited protection. Despite our efforts to protect our proprietary rights, unauthorized parties may be able to copy or use technology or information that we consider proprietary. There can be no guarantee that any of our pending patent applications or continuation patent applications will be granted, and from time to time we face infringement, invalidity, intellectual property ownership, or similar claims brought by third parties with respect to our patents. In addition, despite our trademark registrations throughout the world, our competitors or other entities may adopt names, marks, or domain names similar to ours, thereby impeding our ability to build brand identity and possibly leading to customer confusion. Enforcing our intellectual property rights can be extremely costly, and a failure to protect or enforce these rights could damage our reputation and brands and substantially harm our business and financial results.

Intellectual property disputes and litigation are costly and could cause us to lose our exclusive rights, subject us to liability, or require us to stop some of our business activities.

From time to time, we receive claims from third parties that we infringe their intellectual property rights, that we are required to enter into patent licenses covering aspects of the technology we use in our business, or that we improperly obtained or used their confidential or proprietary information. Any litigation, settlement, license, or other proceeding relating to intellectual property rights, even if we settle it or it is resolved in our favor, could be costly, divert our management's efforts from managing and growing our business, and create uncertainties that may make it more difficult to run our operations. If any parties successfully claim that we infringe their intellectual property rights, we might be forced to pay significant damages and attorney's fees, and we could be restricted from using certain technologies important to the operation of our business.

Our business is dependent on the Internet, and unfavorable changes in government regulation of the Internet, e-commerce, and email marketing could substantially harm our business and financial results.

Due to our dependence on the Internet for most of our sales, laws specifically governing the Internet, e-commerce, and email marketing may have a greater impact on our operations than other more traditional businesses. Existing and future laws, such as laws covering pricing, customs, privacy, consumer protection, or commercial email, may impede the growth of e-commerce and our ability to compete with traditional “bricks and mortar” retailers. Existing and future laws or unfavorable changes or interpretations of these laws could substantially harm our business and financial results.

The failure of our business partners to use legal and ethical business practices could negatively impact our business.

We contract with multiple business partners in an increasing number of jurisdictions worldwide, including sourcing the raw materials for the products we sell from an expanding number of suppliers and contracting with third-party merchants and manufacturers for the placement and fulfillment of customer orders. Although we require our suppliers, fulfillers, and merchants to operate in compliance with all applicable laws, including those regarding corruption, working conditions, employment practices, safety and health, and environmental compliance, we cannot control their business practices, and we may not be able to adequately vet, monitor, and audit our many business partners (or their suppliers) throughout the world. If any of them violates labor, environmental, or other laws or implements business practices that are regarded as unethical, our reputation could be severely damaged, and our supply chain and order fulfillment process could be interrupted, which could harm our sales and results of operations.

If we were required to review the content that our customers incorporate into our products and interdict the shipment of products that violate copyright protections or other laws, our costs would significantly increase, which would harm our results of operations.

Because of our focus on automation and high volumes, the vast majority of our sales do not involve any human-based review of content. Although our websites' terms of use specifically require customers to make representations about the legality and ownership of the content they upload for production, there is a risk that a customer may supply an image or other content for an order we produce that is the property of another party used without permission, that infringes the copyright or trademark of another party, or that would be considered to be defamatory, hateful, obscene, or otherwise objectionable or illegal under the laws of the jurisdiction(s) where that customer lives or where we operate. If we were to become legally obligated to perform manual screening of customer orders, our costs would increase significantly, and we could be required to pay substantial penalties or monetary damages for any failure in our screening process.

We are subject to customer payment-related risks.

We accept payments for our products and services on our websites by a variety of methods, including credit or debit card, PayPal, check, wire transfer or other methods. In some geographic regions, we rely on one or two third party companies to provide payment processing services. If any of the payment processing or other companies with which we have contractual arrangements became unwilling or unable to provide these services to us or they or we are unable to comply with our contractual requirements under such arrangements, then we would need to find and engage replacement providers, which we may not be able to do on terms that are acceptable to us or at all, or to process the payments ourselves. Any of these scenarios could be disruptive to our business as they could be costly and time consuming and may unfavorably impact our customers.

As we offer new payment options to our customers, we may be subject to additional regulations, compliance requirements and fraud risk. For some payment methods, including credit and debit cards, we pay interchange and other fees, which may increase over time and raise our operating costs and lower our profit margins or require that we charge our customers more for our products. We are also subject to payment card association and similar operating rules and requirements, which could change or be reinterpreted to make it difficult or impossible for us to comply. If we fail to comply with these rules and requirements, we may be subject to fines and higher transaction fees and lose our ability to accept credit and debit card payments from our customers or facilitate other types of online payments, and our business and operating results could be materially adversely affected.

In addition, we may be liable for fraudulent transactions conducted on our websites, such as through the use of stolen credit card numbers. To date, quarterly losses from payment fraud have not exceeded 1% of total revenues in any quarter, but we continue to face the risk of significant losses from this type of fraud.

We may be subject to product liability or environmental compliance claims if people, property, or the environment are harmed by the products we sell.

Some of the products we sell may expose us to product liability or environmental compliance claims relating to issues such as personal injury, death, property damage, or the use or disposal of environmentally harmful substances and may require product recalls or other actions. Any claims, litigation, or recalls could be costly to us and damage our brands and reputation.

Our inability to use or maintain domain names in each country or region where we currently or intend to do business could negatively impact our brands and our ability to sell our products and services in that country or region.

We may not be able to prevent third parties from acquiring domain names that use our brand names or other trademarks or that otherwise infringe or decrease the value of our trademarks and other proprietary rights. If we are unable to use or maintain a domain name in a particular country or region, then we could be forced to purchase the domain name from an entity that owns or controls it, which we may not be able to do on commercially acceptable terms or at all; we may incur significant additional expenses to develop a new brand to market our products within that country; or we may elect not to sell products in that country.

We do not collect indirect taxes in all jurisdictions, which could expose us to tax liabilities.

In some of the jurisdictions where we sell products and services, we do not collect or have imposed upon us sales, value added or other consumption taxes, which we refer to as indirect taxes. The application of indirect taxes to e-commerce businesses such as Cimpress is a complex and evolving issue, and in many cases, it is not clear how existing tax statutes apply to the Internet or e-commerce. For example, some state governments in the United States have imposed or are seeking to impose indirect taxes on Internet sales. If a government entity claims that we should have been collecting indirect taxes on the sale of our products in a jurisdiction where we have not been doing so, then we could incur substantial tax liabilities for past sales.

If we are unable to retain security authentication certificates, which are supplied by a limited number of third party providers over which we exercise little or no control, our business could be harmed.

We are dependent on a limited number of third party providers of website security authentication certificates that are necessary for conducting secure transactions over the Internet. Despite any contractual protections we may have, these third party providers can disable or revoke, and in the past have disabled or revoked, our security certificates without our consent, which would render our websites inaccessible to some of our customers and could discourage other customers from accessing our sites. Any interruption in our customers' ability or willingness to access our websites if we do not have adequate security certificates could result in a material loss of revenue and profits and damage to our brands.

Risks Related to Our Corporate Structure

Challenges by various tax authorities to our international structure could, if successful, increase our effective tax rate and adversely affect our earnings.

We are a Dutch limited liability company that operates through various subsidiaries in a number of countries throughout the world. Consequently, we are subject to tax laws, treaties and regulations in the countries in which we operate, and these laws and treaties are subject to interpretation. From time to time, we are subject to tax audits, and the tax authorities in these countries could claim that a greater portion of the income of the Cimpress N.V. group should be subject to income or other tax in their respective jurisdictions, which could result in an increase to our effective tax rate and adversely affect our results of operations. For more information about audits to which we are currently subject refer to Note 11 “Income Taxes” in the accompanying notes to the consolidated financial statements included in Item 1 of Part I of this Report.

Changes in tax laws, regulations and treaties could affect our tax rate and our results of operations.

A change in tax laws, treaties or regulations, or their interpretation, of any country in which we operate could result in a higher tax rate on our earnings, which could result in a significant negative impact on our earnings and cash flow from operations. There are currently multiple initiatives for comprehensive tax reform underway in key jurisdictions where we have operations, including the United States and Switzerland. We continue to assess the impact of various international tax reform proposals and modifications to existing tax treaties in all jurisdictions where we have operations that could result in a material impact on our income taxes. We cannot predict whether any specific legislation will be enacted or the terms of any such legislation. However, if such proposals were enacted, or if modifications were to be made to certain existing treaties, the consequences could have a materially adverse impact on us, including increasing our tax burden, increasing costs of our tax compliance or otherwise adversely affecting our financial condition, results of operations and cash flows.

Our intercompany arrangements may be challenged, which could result in higher taxes or penalties and an adverse effect on our earnings.

We operate pursuant to written transfer pricing agreements among Cimpress N.V. and its subsidiaries, which establish transfer prices for various services performed by our subsidiaries for other Cimpress group companies. If two or more affiliated companies are located in different countries, the tax laws or regulations of each country generally will require that transfer prices be consistent with those between unrelated companies dealing at arm's length. With the exception of certain jurisdictions where we have obtained rulings or advance pricing agreements, our transfer pricing arrangements are not binding on applicable tax authorities, and no official authority in any other country has made a determination as to whether or not we are operating in compliance with its transfer pricing laws. If tax authorities in any country were successful in challenging our transfer prices as not reflecting arm's length transactions, they could require us to adjust our transfer prices and thereby reallocate our income to reflect these revised transfer prices. A reallocation of taxable income from a lower tax jurisdiction to a higher tax jurisdiction would result in a higher tax liability to us. In addition, if the country from which the income is reallocated does not agree with the reallocation, both countries could tax the same income, resulting in double taxation.

Our Articles of Association, Dutch law and the independent foundation, *Stichting Continuïteit Cimpress*, may make it difficult to replace or remove management, may inhibit or delay a change of control or may dilute shareholder voting power.

Our Articles of Association, or Articles, as governed by Dutch law, limit our shareholders' ability to suspend or dismiss the members of our management board and supervisory board or to overrule our supervisory board's nominees to our management board and supervisory board by requiring a supermajority vote to do so under most circumstances. As a result, there may be circumstances in which shareholders may not be able to remove members of our management board or supervisory board even if holders of a majority of our ordinary shares favor doing so.

In addition, an independent foundation, *Stichting Continuïteit Cimpress*, or the Foundation, exists to safeguard the interests of Cimpress N.V. and its stakeholders, which include but are not limited to our shareholders, and to assist in maintaining Cimpress' continuity and independence. To this end, we have granted the Foundation a call option pursuant to which the Foundation may acquire a number of preferred shares equal to the same number of ordinary shares then outstanding, which is designed to provide a protective measure against unsolicited take-over bids for Cimpress and other hostile threats. If the Foundation were to exercise the call option, it may prevent a change of control or delay or prevent a takeover attempt, including a takeover attempt that might result in a premium over the market price for our ordinary shares. Exercise of the preferred share option would also effectively dilute the voting power of our outstanding ordinary shares by one half.

We have limited flexibility with respect to certain aspects of capital management and certain corporate transactions.

Subject to specified exceptions, Dutch law requires shareholder approval for many corporate actions, such as the approval of dividends, authorization to issue new shares or purchase outstanding shares, and corporate acquisitions of a certain size. Situations may arise where the flexibility to issue shares, pay dividends, purchase shares, acquire other companies, or take other corporate actions without a shareholder vote would be beneficial to us, but is not available under Dutch law.

Because of our corporate structure, our shareholders may find it difficult to pursue legal remedies against the members of our supervisory board or management board.

Our Articles and our internal corporate affairs are governed by Dutch law, and the rights of our shareholders and the responsibilities of our supervisory board and management board are different from those established under United States laws. For example, under Dutch law derivative lawsuits are generally not available, and our supervisory board and management board are responsible for acting in the best interests of the company, its business and all of its stakeholders generally (including employees, customers and creditors), not just shareholders. As a result, our shareholders may find it more difficult to protect their interests against actions by members of our supervisory board or management board than they would if we were a U.S. corporation.

Because of our corporate structure, our shareholders may find it difficult to enforce claims based on United States federal or state laws, including securities liabilities, against us or our management team.

We are incorporated under the laws of the Netherlands, and the vast majority of our assets are located outside of the United States. In addition, some of our officers and management board members reside outside of the United States. In most cases, a final judgment for the payment of money rendered by a U.S. federal or state court would not be directly enforceable in the Netherlands. Although there is a process under Dutch law for petitioning a Dutch court to enforce a judgment rendered in the United States, there can be no assurance that a Dutch court would impose civil liability on us or our management team in any lawsuit predicated solely upon U.S. securities or other laws. In addition, because most of our assets are located outside of the United States, it could be difficult for investors to place a lien on our assets in connection with a claim of liability under U.S. laws. As a result, it may be difficult for investors to enforce U.S. court judgments or rights predicated upon U.S. laws against us or our management team outside of the United States.

We may not be able to make distributions or purchase shares without subjecting our shareholders to Dutch withholding tax.

A Dutch withholding tax may be levied on dividends and similar distributions made by Cimpress N.V. to its shareholders at the statutory rate of 15% if we cannot structure such distributions as being made to shareholders in relation to a reduction of par value, which would be non-taxable for Dutch withholding tax purposes. We have purchased our shares and may seek to purchase additional shares in the future. Under our Dutch Advanced Tax Ruling, a purchase of shares should not result in any Dutch withholding tax if we hold the purchased shares in treasury for the purpose of issuing shares pursuant to employee share awards or for the funding of acquisitions. However, if the shares cannot be used for these purposes, or the Dutch tax authorities successfully challenge the use of the shares for these purposes, such a purchase of shares may be treated as a partial liquidation subject to the 15% Dutch withholding tax to be levied on the difference between our average paid in capital per share for Dutch tax purposes and the redemption price per share, if higher.

We may be treated as a passive foreign investment company for United States tax purposes, which may subject United States shareholders to adverse tax consequences.

If our passive income, or our assets that produce passive income, exceed levels provided by law for any taxable year, we may be characterized as a passive foreign investment company, or a PFIC, for United States federal income tax purposes. If we are treated as a PFIC, U.S. holders of our ordinary shares would be subject to a disadvantageous United States federal income tax regime with respect to the distributions they receive and the gain, if any, they derive from the sale or other disposition of their ordinary shares.

We believe that we were not a PFIC for the tax year ended June 30, 2016 and we expect that we will not become a PFIC in the foreseeable future. However, whether we are treated as a PFIC depends on questions of fact as to our assets and revenues that can only be determined at the end of each tax year. Accordingly, we cannot be certain that we will not be treated as a PFIC in future years.

If a United States shareholder acquires 10% or more of our ordinary shares, it may be subject to increased United States taxation under the “controlled foreign corporation” rules. Additionally, this may negatively impact the demand for our ordinary shares.

If a United States shareholder owns 10% or more of our ordinary shares, it may be subject to increased United States federal income taxation (and possibly state income taxation) under the “controlled foreign corporation” rules. In general, if a U.S. person owns (or is deemed to own) at least 10% of the voting power of a non-U.S. corporation, or “10% U.S. Shareholder,” and if such non-U.S. corporation is a “controlled foreign corporation,” or “CFC,” for an uninterrupted period of 30 days or more during a taxable year, then such 10% U.S. Shareholder who owns (or is deemed to own) shares in the CFC on the last day of the CFC's taxable year must include in its gross income for United States federal income tax (and possibly state income tax) purposes its pro rata share of the CFC's “subpart F income,” even if the "subpart F income" is not distributed. In general, a non-U.S. corporation is considered a CFC if one or more 10% U.S. Shareholders together own more than 50% of the voting power or value of the corporation on any day during the taxable year of the corporation. “Subpart F income” consists of, among other things, certain types of dividends, interest, rents, royalties, gains, and certain types of income from services and personal property sales.

The rules for determining ownership for purposes of determining 10% U.S. Shareholder and CFC status are complicated, depend on the particular facts relating to each investor, and are not necessarily the same as the rules for determining beneficial ownership for SEC reporting purposes. For taxable years in which we are a CFC for an uninterrupted period of 30 days or more, each of our 10% U.S. Shareholders will be required to include in its gross income for United States federal income tax purposes its pro rata share of our "subpart F income," even if the subpart F income is not distributed by us. We currently do not believe we are a CFC. However, whether we are treated as a CFC can be affected by, among other things, facts as to our share ownership that may change. Accordingly, we cannot be certain that we will not be treated as a CFC in future years.

The risk of being subject to increased taxation as a CFC may deter our current shareholders from acquiring additional ordinary shares or new shareholders from establishing a position in our ordinary shares. Either of these scenarios could impact the demand for, and value of, our ordinary shares.

We will pay taxes even if we are not profitable on a consolidated basis, which could harm our results of operations.

The intercompany service and related agreements among Cimpress N.V. and its direct and indirect subsidiaries ensure that many of the subsidiaries realize profits based on their operating expenses. As a result, if the Cimpress group is less profitable, or even not profitable on a consolidated basis, many of our subsidiaries will be profitable and incur income taxes in their respective jurisdictions.

Item 2. *Unregistered Sales of Equity Securities and Use of Proceeds*

On March 22, 2017, in order to provide us with flexibility to repurchase our ordinary shares at times when our management believes it may be beneficial for our business, our Supervisory Board authorized the repurchase of up to 6,300,000 of our issued and outstanding ordinary shares on the open market (including block trades that satisfy the safe harbor provisions of Rule 10b-18 pursuant to the U.S. Securities Exchange Act of 1934), through privately negotiated transactions, or in one or more self-tender offers. This share repurchase authorization expires on May 15, 2018, and we may or may not choose to make repurchases under this authorization.

We did not repurchase any shares during the three months ended March 31, 2017 and 6,300,000 shares remain available for repurchase as described above, subject to certain debt covenant limitations.

The Supervisory Board share repurchase authorization on March 22, 2017 replaced the share repurchase authorization given by the Supervisory Board on February 22, 2016.

Item 6. *Exhibits*

We are filing the exhibits listed on the Exhibit Index following the signature page to this Report.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

April 27, 2017 Cimpress N.V.

By: /s/ Sean E. Quinn

Sean E. Quinn

Chief Financial Officer

(Principal Financial and Accounting Officer)

EXHIBIT INDEX

Exhibit No.	Description
10.1*	Separation Agreement dated February 17, 2017 between Cimpress USA Incorporated and Donald Nelson is incorporated by reference to our Current Report on Form 8-K filed with the Securities and Exchange Commission on February 22, 2017
10.2*	Separation Agreement dated February 17, 2017 between Cimpress USA Incorporated and Lawrence Gold
10.3*	Protocol Transactionnel (Settlement Agreement) dated March 22, 2017 between Cimpress France SARL and Ashley Hubka
10.4*	Settlement Agreement dated February 17, 2017 between Vistaprint B.V. and Wilhelm G.A. Jacobs
31.1	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, Rule 13a-14(a)/15d-14(a), by Chief Executive Officer
31.2	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, Rule 13a-14(a)/15d-14(a), by Chief Financial Officer
32.1	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, by Chief Executive Officer and Chief Financial Officer
101	The following materials from this Annual Report on Form 10-Q, formatted in Extensible Business Reporting Language (XBRL): (i) Condensed Consolidated Balance Sheets, (ii) Condensed Consolidated Statements of Operations, (iii) Condensed Consolidated Statements of Cash Flows, and (iv) Notes to Condensed Consolidated Financial Statements.

* Management contract or compensatory plan or arrangement

SEPARATION AGREEMENT

This Separation Agreement (this "Agreement") by and between Cimpress USA Incorporated, which has offices at 275 Wyman Street, Waltham, MA 02451, and Lawrence A. Gold ("Executive") is effective as of seven days from the date of Executive's signature below (the "Effective Date"). As used in this Agreement, the term "Cimpress" means Cimpress USA Incorporated when referencing Executive's employer and Cimpress N.V. and its subsidiaries and affiliates (including, without limitation, Cimpress USA Incorporated) in all other contexts.

WHEREAS, in 2009, Executive and Cimpress N.V. entered into an Amended and Restated Executive Retention Agreement dated as of December 14, 2009 (the "Executive Retention Agreement");

WHEREAS, Cimpress has determined to terminate Executive's employment in connection with a reorganization of Cimpress' overall global organizational structure;

WHEREAS, Cimpress and Executive desire to enter into this agreement to resolve any issues between them arising from Executive's employment and/or the termination of Executive's employment and also to continue Executive's employment with Cimpress through February 28, 2017 (the "Separation Date"); and

WHEREAS, Cimpress has advised Executive that if he declines to enter into this Agreement, he will not be entitled to receive the additional compensation and benefits described herein.

NOW, THEREFORE, in consideration of the agreements, covenants, promises and releases contained herein and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. Transition Period.

(a) Cimpress and Executive agree that Executive will remain employed by Cimpress from the date of this Agreement through the Separation Date (the "Transition Period"). During the Transition Period, Executive will continue to receive from Cimpress his base salary at the rate that was in effect immediately before the notification of termination (the "Base Salary"), and will continue to receive from Cimpress the level of fringe benefits and equity vesting to which Executive was entitled immediately before the notification of termination, subject to changes required in accordance with Cimpress' normal policies and practices, benefit plans and written agreements regarding equity.

(b) Effective as of the Separation Date, Executive's employment relationship with Cimpress will automatically and immediately terminate. Except as set forth below, all Company benefits, including, without limitation, life insurance, short term disability and long term disability, will terminate automatically upon Executive's last day of employment. Cimpress will pay to Executive all earned and unpaid salary and/or wages and all accrued and unpaid vacation pay on or within the legally required time following his last day of employment with Cimpress.

2. Severance Benefits. If Executive does not revoke this Agreement as provided for in Section 10 below and complies with all other terms and conditions of this Agreement, Cimpress shall pay or otherwise provide to Executive the following severance benefits at the times set forth below (or, if this Agreement is not yet effective, as soon as practicable following the Effective Date):

(a) Cimpress shall make a severance payment to Executive in the amount of $650,000, which equals 12 months of Base Salary, within thirty (30) days following the Separation Date.

(b) Cimpress shall pay one hundred percent (100%) of the COBRA premium incurred by Executive with respect to the continuation of his current health care coverage for the period commencing March 1, 2017 and ending February 28, 2018; provided, however, that Cimpress' obligations under this subsection shall cease in the event Executive obtains new employment and Executive becomes eligible to participate in his new employer's group healthcare plan. If Executive obtains new employment before the end of the Severance Pay Period, he shall promptly give written notice of such eligibility to the Cimpress contact person identified below the Cimpress signature block at the bottom of this Agreement ("Cimpress Contact Person").

(c) Cimpress shall make a one-time, lump sum payment to Executive in the amount of $130,000, which is the amount scheduled to vest on or about July 1, 2017 under the Cash Retention Bonus awarded to Executive in 2016 under the Cimpress LTI program (the "Cash Retention Bonus In Lieu Of Payment"), which shall be in lieu of payment of an actual Cash Retention Bonus under the Cimpress LTI program. Cimpress shall pay the Cash Retention Bonus In Lieu Of Payment to Executive at or before the time that a Cash Retention Bonus payout would have been made to Executive had he remained regularly employed by Cimpress through the end of Cimpress' 2017 fiscal year, which is currently expected to be July 2017.

(d) Cimpress shall accelerate the vesting of Cimpress restricted share units ("RSUs") held by Executive that, under the terms of the respective RSU agreements, are scheduled to vest during the period commencing March 1, 2017 and ending February 28, 2018, so that such RSUs will be fully vested as of February 28, 2017; provided, however, that in no event will such RSUs be made available to the Executive before the Effective Date. Executive understands and acknowledges that the vesting of RSUs representing a total of 8,784 Cimpress shares is expected to be accelerated under this subsection.

(e) Cimpress shall accelerate the vesting of all Cimpress premium-priced share options ("PPSOs") held by Executive that, under the terms of the respective share option agreements, are scheduled to vest during the period commencing March 1, 2017 and ending February 28, 2018, so that such PPSOs will be fully vested as of February 28, 2017; provided, however, that in no event shall such accelerated PPSOs be made available to the Executive before the Effective Date. Executive understands and acknowledges that the vesting of PPSOs to purchase a total of 8,479 Cimpress shares is expected to be accelerated under this subsection. Further, and after giving effect to the accelerated vesting described in this subsection, Cimpress shall extend to December 31, 2017 (but no later than the original expiration date of such options) the deadline for exercising all vested and unexercised PPSOs and any other Cimpress nonqualified share options (collectively with PPSOs, "NSOs") held by Executive at February 28, 2017.

(f) Cimpress shall accelerate the service-based vesting of 25% of the Cimpress N.V. performance share units ("PSUs") held by Executive (rounded to a whole share), so that such accelerated PSUs will be vested (from a service time standpoint only) as of February 28, 2017; provided, however, that in no event will such PSUs be made available to Executive before the Effective Date. For avoidance of doubt, no changes will be made to the performance conditions (as described in section 3 of the PSU agreement) applicable to such PSUs and such PSUs will settle only at the time, and subject to the conditions, set forth in the PSU agreement.

(g) Cimpress shall make a one-time, lump sum payment to Executive in the amount of $54,167. Cimpress shall make such payment within thirty (30) days following the Separation Date.

(h) Cimpress shall make a one-time, lump sum payment to Executive in the amount of $50,000 to defray incidental and miscellaneous expenses that may be incurred by Executive in connection with his departure from Cimpress. Cimpress shall make such payment within thirty (30) days following the Separation Date.

(i) Cimpress shall arrange for Executive to receive, at Cimpress' expense, outplacement services from an outplacement services firm selected and engaged by Cimpress (the "Outplacement Services"). The Outplacement Services shall be provided during the period commencing within a reasonable time following Effective Date and ending upon the earlier of (i) Executive's acceptance of new employment and (ii) February 28, 2018. No cash payments will be made to Executive in the event Executive elects not to utilize any or all of the outplacement services.

The payments and benefits described in the subsections immediately above are referred to collectively as the "Severance Benefits." The Severance Benefits will be paid or otherwise provided subject to all applicable tax withholdings. If Executive has executed this Agreement prior to the Separation Date, then as a further condition to Executive's eligibility to receive the Severance Benefits, Executive shall execute and deliver to Cimpress (to the attention of the Cimpress contact person identified below the Cimpress signature block at the bottom of this Agreement ("Cimpress Contact Person")), within the five (5) business day period following his last day of employment, a release dated on or after the last day of his employment in the form of Exhibit A hereto (which, for avoidance of doubt, shall supplement and is in addition to the general release set forth in Section 7 below).

3. Cancellation of Prior Severance-Related Agreements. Effective as of the Effective Date, this Separation Agreement supersedes and replaces all prior agreements between Executive and Cimpress relating to severance or similar benefits payable to Executive or otherwise relating to the rights and obligations of the parties in connection with or in any way relating the termination of Executive's employment, including, without limitation, the Executive Retention Agreement, which is cancelled and shall have no further or continuing force or effect from and after the Effective Date. Without limiting the preceding sentence, Executive acknowledges and agrees that (i) from and after the Effective Date, he is not entitled to any severance, payments or other benefits relating to or arising from the termination of his employment under the Executive Retention Agreement, and (ii) the Severance Benefits exceed the aggregate value of the benefits that he would have been entitled to receive under the Executive Retention Agreement had such Executive Retention Agreement remained in force and effect.

4. Certain Executive Acknowledgements. Executive understands and acknowledges that, owing to his separation from employment with Cimpress as of the Separation Date, (i) all of Executive's rights to participate in and receive payouts under any and all existing or future Cimpress long-term incentive compensation plans and programs (collectively, "Cimpress LTI programs") will terminate effective on the Separation Date, and accordingly he will not be eligible to receive a payout under Cimpress' LTI programs (including, without limitation, the LTI cash retention bonus program) in respect of Cimpress' 2017 fiscal year, or in respect of any subsequent fiscal year; and (ii) all unvested NSO, RSUs and PSUs held by Executive on the Separation Date (after giving effect to

the accelerations contemplated in Section 2 above, including that the accelerated PSUs under Section 2(f) above will remain outstanding and subject to the performance and other conditions set forth in the PSU agreement), will be forfeited in accordance with their terms. Executive further acknowledges that except for the NSOs, RSUs and PSUs awarded to him by Cimpress and reflected in Executive's Cimpress-related E*TRADE stock plan account, he holds no NSOs, RSUs, PSUs or other rights to purchase or otherwise acquire Cimpress N.V. shares (or any Cimpress N.V. affiliate). For avoidance of doubt, clause (i) above does not apply to or limit the "in lieu of" payment described in Section 2 above.

5. Non-Disclosure, Non-Competition and Non-Solicitation Obligations. Subject to Section 8 below, Executive acknowledges and reaffirms his obligation to keep confidential and not to disclose any and all non-public information concerning Cimpress that Executive acquired during the course of his employment with Cimpress, including, but not limited to, any non-public information concerning Cimpress' business affairs, business prospects and financial condition, as is stated more fully in the Invention and Non-Disclosure Agreement that Executive previously executed, which remains in full force and effect. Executive further acknowledges and reaffirms his obligations under the Non-Competition and Non-Solicitation Agreement that Executive previously executed for the benefit of Cimpress, which also remains in full force and effect. The Invention and Non-Disclosure Agreement and Non-Competition and Non-Solicitation Agreement are collectively referred to as the "Ancillary Agreements."

6. Return of Company Property. Executive agrees and warrants that on or before his last day of employment with Cimpress, Executive will return to Cimpress all keys, files, records (and copies thereof), equipment (including, but not limited to, computer hardware, software and printers, wireless handheld devices, cellular phones, pagers, etc.), Cimpress identification, and any other Cimpress-owned or Cimpress-leased property in his possession or control and will leave intact all electronic Cimpress documents, records and files, including but not limited to those that Executive developed or helped to develop during his employment with Cimpress. Executive further agrees and warrants that on or before his last day of employment with Cimpress, he will have cancelled all accounts for his benefit, if any, in Cimpress' name, including but not limited to, credit cards, telephone charge cards, cellular phone and/or pager accounts and computer accounts. In addition, Executive agrees and warrants that on or before his last day of employment with Cimpress, Executive will have transferred to Cimpress all rights in and control over (including all logins, passwords and the like) any and all accounts, social media accounts, subscriptions and/or registrations, electronic or otherwise, that Executive opened and/or maintained in his own name, but on behalf of or for the benefit of Cimpress, during the course of his employment and not access or do anything that may directly or indirectly inhibit or prevent Cimpress from accessing any and all of the accounts, social media accounts, subscriptions and/or registrations. Executive agrees that, in the event that any such transfers have not been fully effected as of the last day of his employment with Cimpress, Executive will execute such instruments and other documents and take such other steps as Cimpress may reasonably request from time to time in order to complete the transfer of any such accounts, subscriptions and/or registrations.

7. General Release and Waiver of All Claims.

(a) In consideration of the compensation and other benefits provided for in this Agreement, which Executive acknowledges he would not otherwise be entitled to receive, Executive hereby fully, forever, irrevocably and unconditionally releases, remises and discharges Cimpress USA Incorporated, its corporate affiliates (including, without limitation, Cimpress N.V.) and its and their respective officers, directors, employees, stockholders, subsidiaries, parent companies, agents and representatives (each in their individual and corporate capacities) (hereinafter, the "Released Parties") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, liabilities and expenses (including attorneys' fees and costs), in each case of every kind and nature which Executive has ever had or now has against the Released Parties in any way arising out of or relating to his employment with Cimpress, the termination of his employment with Cimpress and/or any other dealings Executive has had with Cimpress, including, but not limited to, all claims under Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code; the Employee Retirement Income Security Act; the Immigration Reform Control Act; the Fair Credit Reporting Act; the Age Discrimination in Employment Act ("ADEA"); the Older Workers Benefits Protection Act; the Americans with Disabilities Act of 1990; the Fair Labor Standards Act; the Genetic Information Nondiscrimination Act; the Worker Adjustment and Retraining Act; the Occupational Safety and Health Act; the Family and Medical Leave Act; the Massachusetts Law Against Discrimination, M.G.L. c. 151B; the Massachusetts Civil Rights Act, M.G.L. c. 12, §§ 11H and 11I; the Massachusetts Privacy Statute, M.G.L. c. 214, §1B; the Massachusetts Wage Act (Massachusetts law regarding payment of wages and overtime), M.G.L. c. 149, §§ 148 and 150; Massachusetts Equal Rights Act, Mass. Gen. Laws. ch. 93, § 102 and Mass. Gen. Laws ch. 214, § 1C; the Massachusetts Labor and Industries Act, Mass. Gen. Laws ch. 149, § 1 et seq.; the Massachusetts Maternity Leave Act, Mass. Gen. Laws ch. 149, § 105D; and the Massachusetts Small Necessities Leave Act, Mass. Gen. Laws ch. 149, § 52D (each of the foregoing statutes and regulations as amended); any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance; any public policy, contract, tort, or common law; and any allegation for costs, fees or other expenses including attorneys' fees incurred in these matters. This General Release and Waiver of All Claims specifically includes, but is not limited to: any and all back pay, front pay, compensatory, exemplary, punitive and liquidated damages; all common law claims including, but not limited to, actions in tort, defamation and breach of contract; all claims to any non-vested ownership interest in Cimpress, contractual or otherwise, including, but not limited to, claims to shares, restricted share units, performance share units, share options or any other equity rights; and any claim or damage arising out of Executive's employment with or separation from Cimpress (including a claim for retaliation) under any common law theory or any federal, state or local statute or ordinance not expressly referenced above; provided, however, that this General Release and Waiver of All Claims does not cover claims that cannot be waived as a matter of law, including claims under the unemployment compensation and workers' compensation statutes and as set forth in Section 8 below. This General Release and Waiver of All Claims shall not affect any of Executive's vested rights in Cimpress' 401(k) plan, or employee equity plan, all of which shall be governed by the terms of said plans.

(b) Executive understands and agrees that the claims released in this Section 7 include not only claims presently known to him, but also all unknown or unanticipated claims, rights, demands, actions, obligations, liabilities and causes of action of every kind and character that would otherwise come within the scope of the released claims as described in this Section 7. Executive understands that he may hereafter discover facts different from what Executive now believes to be true that, if known, could have materially affected this Agreement, but Executive nevertheless waives and releases any claims or rights based on different or additional facts.

(c) The amounts described in Sections 1 and 2 above shall be complete and unconditional payment, accord and/or satisfaction with respect to all obligations and liabilities of the Released Parties to Executive, including, without limitation, all claims for back wages, salary, vacation pay, incentive pay, bonuses, equity awards, commissions, severance pay, reimbursement of expenses, any and all other forms of compensation or benefits, attorney's fees and other costs or sums.

(d) Cimpress agrees that Executive is not releasing any claims or rights Executive may have for indemnification under applicable law or any governing document of Cimpress or any Cimpress affiliate, or under any indemnification agreement with Cimpress or under any insurance policy providing directors' and officers' coverage for any lawsuit or claim relating to the period when Executive was a director, officer, or Executive of Cimpress or any Cimpress affiliate; provided, however, that (i) this acknowledgement is not a concession, acknowledgment, or guaranty that Executive has any such rights to indemnification or coverage, (ii) this Agreement does not create any additional rights for Executive to indemnification or coverage, and (iii) Cimpress retains any defenses it may have to such indemnification or coverage.

8. Preservation of Rights. The parties agree that nothing contained in this Agreement (including Exhibit A hereto) or the Ancillary Agreements limits the Executive's right to file a charge or complaint with or to report possible violations of federal or state law to any federal or state governmental agency (including, without limitation, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration and the Securities and Exchange Commission). Executive further understands that nothing in this Agreement (including Exhibit A hereto) or the Ancillary Agreements limits Executive's right (i) to provide information or documents to (including documents protected by Section 5 above) or otherwise communicate with such governmental agencies, or to participate in any investigation or proceeding that may be conducted by such governmental agencies, in each case without notice to Cimpress, or (ii) to receive or fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a governmental agency.

9. Representations. Executive represents that: (i) he understands he is waiving the various claims he could have asserted against Cimpress in connection with his employment with Cimpress and the termination of his employment with Cimpress, including, without limitation, under the ADEA and the other laws specified in Section 7 above; (ii) he has read this Agreement, including the release set forth in Section 7 above, carefully and understands all of its provisions; (iii) he understands that rights or claims under the ADEA which may arise after the date this Agreement is executed are not waived by him; (iv) he understands that Cimpress advises Executive to consult with an attorney before signing this Agreement and to the extent that Executive desired, he availed himself or herself of this right; (v) the benefits are above and beyond the payments or benefits otherwise owed to Executive under the terms of his employment with Cimpress or required by law; (vi) he understands and agrees that Cimpress provided this Agreement to Executive on January 27, 2017 and that he has forty-five (45) days from such date to consider, sign and return this Agreement, including the release set forth in Section 7 above, and that any changes to this Agreement made subsequent to such date, whether material or immaterial, do not restart the running of such forty-five (45) day period; and (vii) he has received and understands the employee table attached as Annex 1 to this Agreement.

10. Right to Revoke. Executive may revoke his acceptance of this Agreement, including the release set forth in Section 7 above if, within seven (7) days after he signs this Agreement, he

delivers a notice of revocation to Cimpress. To be effective, such revocation must be hand delivered, mailed, emailed or mailed by certified mail, return receipt requested, before the expiration of the seven (7) day period to the Cimpress Contact Person. If Executive does not so revoke, this Agreement will become a binding agreement between Executive and Cimpress upon the expiration of such seven (7) day period. Executive understands and acknowledges that if he revokes this Agreement, he will not be entitled to receive the Severance Benefits and Cimpress will have no obligation to perform any or all of its commitments and obligations under this Agreement.

11. Non-Disparagement. Executive understands and agrees that as a condition of his receipt of the compensation and other benefits provided to Executive under this Agreement, he shall not make any false, disparaging or derogatory statement to any person or entity, including any media outlet, regarding Cimpress or any of its directors, officers, employees, agents or representatives or about Cimpress' business affairs or financial condition. For the avoidance of doubt, this Section 11 applies to any statement that has or reasonably could be expected to have an adverse effect on Cimpress' business or reputation. Notwithstanding the foregoing, this Section 11 does not apply to any statements or other communications covered by or contemplated in Section 8 above.

12. Cooperation. During the remainder of Executive's employment with Cimpress and for a period of one (1) year following the termination of his employment, Executive agrees that he will reasonably cooperate with Cimpress and its counsel, at Cimpress' expense, in connection with any investigation, administrative proceeding or litigation conducted or defended by Cimpress. Executive agrees that, in the event that he is subpoenaed or otherwise required by any person or entity to give testimony (in a deposition, court proceeding or otherwise) that in any way relates to his employment with Cimpress, Executive will give prompt written notice of such request to the Cimpress general counsel and will make no disclosure until Cimpress has had a reasonable opportunity to contest the right of the requesting person or entity to such disclosure. Notwithstanding the foregoing, this Section 12 does not apply to any investigation, administrative proceeding or litigation described or contemplated in Section 8 above.

13. Confidentiality. Executive understands and agrees that, to the fullest extent permitted by applicable law and except as provided for in Section 8 above, the amounts and types of Severance Benefits provided for in this Agreement shall be maintained as strictly confidential by Executive and his agents and representatives and shall not be disclosed except to his immediate family, financial advisors, accountants, taxing authorities, unemployment office, mortgage lenders/bank personnel and/or attorney, and to the extent required by federal or state law, including a subpoena, or as otherwise agreed to in writing by Cimpress.

14. Resignation from Cimpress Positions. To the extent not already effected prior to the execution of this Agreement, Executive agrees to promptly execute and deliver to Cimpress all such resignation letters, instruments or other documents as may be reasonably requested by Cimpress to effect Executive's immediate resignation from all directorships, offices and other positions held by Executive within any Cimpress subsidiary or affiliate.

15. Nature of Agreement. Executive understands and agrees that this Agreement is a severance agreement and does not constitute an admission by Cimpress of liability or wrongdoing of any kind on its part.

16. References. Cimpress agrees that Executive may direct any prospective employer to the Cimpress Contact Person for a factual reference that will be limited to confirming Executive's dates of employment and last title. Further, if following the termination of his employment with Cimpress Executive files a claim for unemployment insurance benefits with the Massachusetts Division of Unemployment assistance ("DUA"), Cimpress agrees that it will report in response to DUA inquiry that (i) Executive's termination was involuntary due to role elimination and (ii) Executive signed a release of claims required to receive all severance benefits.

17. Amendment. This Agreement shall be binding upon the parties and may not be modified in any manner, except by an instrument in writing of concurrent or subsequent date signed by duly authorized representatives of the parties hereto. This Agreement is binding upon and shall inure to the benefit of the parties and their respective agents, assigns, heirs, executors, successors and administrators.

18. No Waiver. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by a party on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

19. Validity. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal and/or invalid part, term or provision shall be deemed not to be a part of this Agreement.

20. Voluntary Assent. Executive affirms that no other promises or agreements of any kind have been made to or with him by any person or entity whatsoever to cause him to sign this Agreement, and that Executive fully understand the meaning and intent of this Agreement.

21. Section 409A. Neither Cimpress nor Executive may elect to defer delivery of any of the payments to be made under this Agreement. If any of the Severance Benefits is considered "nonqualified deferred compensation" within the meaning of Section 409A of the U.S. Internal Revenue Code ("Section 409A"), and Executive is considered a "specified employee" within the meaning of Section 409A, then notwithstanding the other provisions of this Agreement, no such Severance Benefits shall be paid to Executive during the six-month period following Executive's termination of employment; provided, however, that such Severance Benefits may be paid immediately following the death of the Executive and such Severance Benefits shall be paid in a lump sum immediately upon the expiration of such six-month period; and provided further, if not prohibited by Section 409A, such Severance Benefits shall, upon the Separation Date, be paid into an escrow account with a third party resonably acceptable to Executive, such escrow account to be subject to the claims of creditors of Cimpress and such Severance Benefits to be paid to Executive immediately upon the expiration of such six-month period.

22. Governing Law; Forum. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Commonwealth of Massachusetts. Any legal suit, action or proceeding arising out of or related to this Agreement shall be instituted exclusively in the federal courts of the United States sitting in Boston, Massachusetts or the courts of the Commonwealth of Massachusetts sitting in

Middlesex County, Massachusetts, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

23. Entire Agreement. This Agreement, together with the Ancillary Agreements and agreements relating to equity awards between the Executive and Cimpress, contains and constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and cancels all previous oral and written negotiations, agreements, commitments and writings in connection therewith, including, without limitation, any such negotiations, agreements, commitments or writings relating to severance or other potential payments or benefits to Executive in the event of the termination of his employment with Cimpress. Nothing in this section shall modify, cancel or supersede the obligations of Executive set forth in Section 5 herein.

IN WITNESS WHEREOF, the parties have executed this Separation Agreement on the dates set forth below and to be effective as of the Effective Date (as defined above).

CIMPRESS USA INCORPORATED

By:/s/Robert Keane
Robert Keane
Chief Executive Officer

Date: 2/17/2017

/s/Lawrence A. Gold
Lawrence A. Gold

Date: February 17, 2017

Cimpress Contact Person:

Ara Deirmendjian
Cimpress USA Incorporated
275 Wyman Street
Waltham, MA 02451
Tel. 781-652-6805

Exhibit A

GENERAL RELEASE OF CLAIMS

In consideration of the compensation and other benefits provided for in the Separation Agreement between Cimpress USA Incorporated ("Cimpress") and me (the "Separation Agreement"), I, Lawrence A. Gold, do hereby fully, forever, irrevocably and unconditionally release, remise and discharge Cimpress USA Incorporated, its corporate affiliates (including, without limitation, Cimpress N.V.), and its and their respective officers, directors, employees, stockholders, subsidiaries, parent companies, agents and representatives (each in their individual and corporate capacities) (hereinafter, the "Released Parties") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, liabilities, and expenses (including attorneys' fees and costs), in each case of every kind and nature which I have ever had or may now have against the Released Parties in any way arising out of or relating to my employment with Cimpress, the termination of my employment with Cimpress and/or any other dealings I have had with Cimpress, including, but not limited to: all claims under Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code; the Employee Retirement Income Security Act; the Immigration Reform Control Act; the Fair Credit Reporting Act; the Americans with Disabilities Act of 1990; the Fair Labor Standards Act; the Genetic Information Nondiscrimination Act; the Worker Adjustment and Retraining Act; the Occupational Safety and Health Act; the Family and Medical Leave Act; the Massachusetts Law Against Discrimination, M.G.L. c. 151B; the Massachusetts Civil Rights Act, MG.L. c. 12, §§11H and 11I; the Massachusetts Privacy Statute, M.G.L. c. 214, §1B; the Massachusetts Wage Act, M.G.L. c. 149, §§ 148 and 150; Massachusetts Equal Rights Act, Mass. Gen. Laws. ch. 93, § 102 and Mass. Gen. Laws ch. 214, § 1C; the Massachusetts Labor and Industries Act, Mass. Gen. Laws ch. 149, § 1 et seq.; the Massachusetts Maternity Leave Act, Mass. Gen. Laws ch. 149, § 105D; and the Massachusetts Small Necessities Leave Act, Mass. Gen. Laws ch. 149, § 52D (each of the foregoing statutes and regulations as amended); any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance; any public policy, contract, tort, or common law; and any allegation for costs, fees or other expenses including attorneys' fees incurred in these matters. This General Release of Claims specifically includes, but is not limited to: any and all back pay, front pay, compensatory, exemplary, punitive and liquidated damages; all common law claims including, but not limited to, actions in tort, defamation and breach of contract; all claims to any non-vested ownership interest in Cimpress N.V. or any of its subsidiaries and affiliates, contractual or otherwise, including, but not limited to, claims to shares, restricted share units, performance share units, share options or any other equity rights; and any claim or damage arising out of Employee's employment with or separation from Cimpress (including a claim for retaliation) under any common law theory or any federal, state or local statute or ordinance not expressly referenced above; provided, however, that this General Release of Claims does not (i) cover claims that cannot be waived as a matter of law, including claims under the unemployment compensation and workers' compensation statutes or (ii) limit my right to file a charge or complaint with or to report possible violations of federal or state law to any federal or state governmental agency or to receive or fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a governmental agency. This General Release of Claims shall not affect any of my vested rights in Cimpress' 401(k) plan, or employee equity plan, all of which shall be governed by the terms of said plans. This General Release supplements and is in addition to the general release of claims contained within the Separation Agreement.

This General Release is executed as a sealed instrument on ________________________, 2017.

____

Lawrence A. Gold

Annex 1

Employee Table

SETTLEMENT AGREEMENT	**PROTOCOLE TRANSACTIONNEL**
This Settlement Agreement by and between:	Ce protocole transactionnel est conclu par et entre :
Cimpress France SARL, a limited liability company, with a share capital of €1,000, registered with the Commercial Registry of Paris under number 452 977 382, with its headquarter at 4 Square Edouard VII, 75009 Paris (France), represented by Mr. Robert Keane, in his capacity of General Manager.	**Cimpress France SARL**, société à responsabilité limitée au capital de 1,000 €, immatriculée au Registre du Commerce et des Sociétés de Paris sous le numéro 452 977 382, dont le siège social est situé 4 Square Edouard VII, 75009 Paris (France), représentée par Monsieur Robert Keane, agissant en qualité de Gérant.
Hereinafter "Company" or "Cimpress"	Ci-après "la Société" ou "Cimpress"
On the one hand,	**D'une part,**
and	Et
Ashley HUBKA	**Ashley HUBKA**
Hereinafter "Executive" or "Employee"	Ci-après « la Salariée »
On the other hand,	**D'autre part,**
is effective as of the date of the last signature below.	entre en vigueur au jour de la dernière signature apposée ci-après.
Cimpress and the Employee are referred to below as the "Party" or the "Parties" and this settlement agreement is referred to as the "Agreement".	Cimpress et la Salariée sont désignées ci-après la « Partie » ou les « Parties » et le présent protocole transactionnel est désigné le « Protocole ».
As used in this Agreement, the term "Cimpress" means Cimpress France SARL when referring to Executive's employer and "Cimpress Group" means Cimpress N.V. and its subsidiaries and affiliates from time to time.	Aux fins de ce Protocole, le terme « Cimpress » signifie Cimpress France SARL lorsqu'il est fait référence à l'employeur de la Salariée et « Groupe Cimpress » signifie Cimpress N.V. ainsi que, le cas échéant, ses succursales et filiales.
WHEREAS:	**IL EST PREALABLEMENT EXPOSE CE QUI SUIT :**
History of the contractual relationship	***Historique de la relation contractuelle***
1.Cimpress hired Executive under an indefinite-term employment agree-ment as from 1 October 2011 and Executive and Cimpress entered into a new, superseding employment agreement dated 16 July 2016 (the "Employment Agreement").	1. La Salariée a été engagée par Cimpress sous contrat à durée indéterminée à compter du 1er octobre 2011 ; la Salariée et la Société ont conclu un nouveau contrat de travail (le « Contrat de travail») en date du 16 juillet 2016 en lieu et place du précédent.
At the time of her termination, the Executive held the position of EVP & Chief Strategy Officer, key executive status, position 3.3, coefficient 270 in accordance with the Collective Bargaining Agreement "Bureaux d'Etudes Techniques".	Au moment de son licenciement, la Salariée occupait le poste de « EVP and Chief Strategy Officer », statut cadre dirigeant, niveau 3.3, coefficient 270 conformément à la convention collective nationale des « Bureaux d'Etudes Techniques ».
2. Executive's base salary is a gross annually fixed amount of €345,000. She was also entitled to an annual housing costs' reimbursement of €40,000 gross and an annual maximum expatriation premium of €135,000 gross. She was also eligible to receive payouts on certain long-term incentive compensation awards.	2. Le salaire de base de la Salariée est d'un montant brut annuel de 345,000 €. Elle avait également droit à un remboursement annuel pour ses frais de logement à hauteur de 40,000 € bruts et à une prime annuelle d'expatriation d'un montant maximum de 135,000 € bruts. Elle était également admissible au paiement d'une rémunération variable à long terme (« long-term incentive compensation awards »).

3. During the second half of 2016, the Company and Cimpress Group's competitiveness was at risk due to the fact that the number of competitors had increased and their activity had evolved, but also due to the fact that the organization was not sufficiently efficient. As a consequence, it was decided to implement a reorganization of Cimpress Group in order to safeguard its competitiveness. In particular, it has been decided to decentralize the vast majority of Cimpress Group' functions and team members, triggering the elimination of positions, notably in France.	3. Au cours du second semestre 2016, la compétitivité de Cimpress et du Groupe Cimpress était menacée par le fait que le nombre de concurrents avait augmenté et que leur activité avait évolué, mais aussi parce que l'organisation n'était pas suffisamment efficace. En conséquence, il a été décidé de mettre en œuvre une réorganisation du Groupe Cimpress afin de sauvegarder sa compétitivité. En particulier, il a été décidé de décentraliser la grande majorité des fonctions et des membres des équipes liées au fonctionnement du Groupe Cimpress, entraînant des suppressions de postes, notamment en France.
4. In the framework of this restructuring, the Company considered the removal of the Executive's position and the implementation of a redundancy procedure.	4. Dans le cadre de cette restructuration, la Société a envisagé la suppression du poste de la Salariée et la mise en place d'une procédure de licenciement pour motif économique.4.
5. In this context, Executive was invited to attend on 8 February 2017 a preliminary meeting to discuss her potential redundancy. This meeting was postponed at the Executive's request and held on 17 February 2017. Company presented her the challenges Cimpress Group is facing worldwide, and explained that Cimpress has no other choice but to reorganize it-self in order to safeguard its competitiveness, which will lead to the elimination of some positions in the Company.	5. Dans ce contexte, la Salariée a été convoquée à un entretien préalable prévu le 8 février 2017 en vue de son éventuel licenciement pour motif économique. Cet entretien a été reporté à la demande de la Salariée et a eu lieu le 17 février 2017. La Société lui a présenté les défis auxquels le Groupe Cimpress est confronté dans le monde entier et a expliqué que Cimpress n'a d'autre choix que de se réorganiser pour sauvegarder sa compétitivité, ce qui allait entraîner la suppression de certains postes dans la Société.
Company also explained that as a consequence of this reorganization, the position of EVP and Chief Strategy Officer occupied by Executive will be eliminated. Cimpress indicated that such cross-functional position which purpose was to define a worldwide strategy to be implemented locally does not have any utility in the contemplated new organization where the strategic decisions should be taken locally.	La Société a également expliqué que, à la suite de cette réorganisation, le poste de « EVP and Chief Strategy Officer » occupé par la Salariée serait supprimé. Cimpress a indiqué qu'un tel poste transversal qui avait pour but de définir une stratégie mondiale à mettre en œuvre localement n'aurait aucune utilité dans la nouvelle organisation envisagée où les décisions stratégiques devraient être prises localement.
Considering the number of positions eliminated worldwide and the qualification of Executive, the Company could not find any redeployment for her.	Compte tenu du nombre de postes supprimés dans le monde et de la qualification de la Salariée, la Société n'a pu trouver de solution de reclassement pour elle.
Cimpress also presented Executive the redeployment leave program offered in case of a redundancy.	Cimpress a également présenté à la Salariée le congé de reclassement applicable en cas de licenciement pour motif économique.
6. Considering the above, Cimpress notified to Executive her termination for economic reasons by registered letter with acknowledgement of receipt dated 28 February 2017.	6. Compte tenu de ce qui précède, Cimpress a notifié à la Salariée son licenciement pour motif économique par lettre recommandée avec accusé de réception en date du 28 février 2017.
7. As mentioned in the dismissal letter, Cimpress released Executive from performance of her full notice period as from the date of the notice of termination, i.e. 28 February 2017.	7. Comme mentionné dans la lettre de licenciement, Cimpress a dispensé la Salariée d'effectuer son préavis à compter de la date de notification du licenciement, soit le 28 février 2017.
8.Executive did not accept the redeployment leave within the period set forth by law.	8. La Salariée n'a pas adhéré au congé de reclassement dans les délais légaux.

Dispute and respective positions of the Parties	***Différend et positions respectives des Parties***
1. Executive challenged the validity of her redundancy by registered letter with acknowledgement of receipt dated 14 March 2017.	1. La Salariée a contesté la validité de son licenciement par lettre recommandée avec accusé de réception en date du 14 mars 2017.
2. Executive challenged the grounds on which the decision to terminate her for economic reasons was based.	2. La Salariée a contesté les motifs économiques sur lesquels son licenciement était fondé.
3. First, Executive considered (i) that no real and serious reason justified her redundancy, since the Company's reorganization and more specifically her job removal was not necessary in view of the economic situation of the Company and Cimpress Group, (ii) that the Company did not demonstrate the economic elements justifying this reorganization, and (iii) that the Company and Cimpress Group were only trying to cut costs.	3. Premièrement, la Salariée a considéré (i) qu'aucune cause réelle et sérieuse ne justifiait son licenciement pour motif économique, étant donné que la réorganisation de la Société et plus particulièrement la suppression de son poste n'était pas nécessaire eu égard à la situation économique de la Société et du Groupe Cimpress, (ii) que la Société n'a pas démontré les motifs économiques justifiant cette réorganisation et (iii) que la Société et le Groupe Cimpress essayaient seulement de réduire les coûts.
4. Second, Executive considered that the Company had not fulfilled its legal redeployment obligation since the Company had not offered to her the available positions corresponding to her qualifications in the various companies of the Cimpress Group.	4. Deuxièmement, la Salariée a considéré que la Société n'avait pas rempli son obligation de reclassement car elle ne lui avait pas proposé les postes disponibles correspondant à ses qualifications dans les différentes sociétés du Groupe Cimpress.
5. Third, Executive considered that given Cimpress Group's decision to decentralize corporate positions, her position had not been eliminated but transferred.	5. Troisièmement, la Salariée a considéré que, compte tenu de la décision du Groupe Cimpress de décentraliser les postes de direction, son poste n'avait pas été supprimé mais transféré.
6. Lastly, Executive indicated that the agreement entered into as of 16 February 2016 with Cimpress N.V. and subject to the internal laws of the Commonwealth of Massachusetts ("Executive Retention Agreement") should have applied, and therefore that she should have been entitled to an additional termination amount in this respect as per article 4.2 (a) (2) of the Executive Retention Agreement and as per article 6.3 of the Employment Agreement.	6. Enfin, la Salariée a indiqué que l'accord conclu le 16 février 2016 avec Cimpress NV et soumis aux lois internes du Commonwealth du Massachusetts ("Executive Retention Agreement") aurait dû s'appliquer et, par conséquent, qu'elle aurait dû bénéficier d'une indemnité de rupture supplémentaire conformément à l'article 4.2 (a) (2) de l'Executive Retention Agreement et conformément à l'article 6.3 du Contrat de travail.
7. Further Executive indicated to Company that she suffers from serious professional, reputational, moral and material losses due to her redundancy.	7. En outre, la Salariée a indiqué à la Société qu'elle subit un préjudice important tant sur le plan professionnel, moral et matériel que sur le plan de sa réputation du fait de son licenciement pour motif économique.
8. Moreover, Executive underlined that she suffers from serious financial and career damages resulting from major difficulties to find a similar job corresponding to her responsibilities and to the remuneration she received within the Company due to the current poor economic situation.	8. De plus, la Salariée souligne qu'elle subit un préjudice financier et professionnel important qui résulte des difficultés sérieuses qu'elle rencontre à retrouver un emploi similaire correspondant à son niveau de responsabilités et de rémunération au sein de la Société en raison de la situation économique actuellement défavorable.
9. Company maintains that Executive's redundancy is perfectly justified based on the argumentation detailed in the notice of termination. Moreover, Company maintains that the Executive Retention Agreement does not apply. Therefore, Company challenges the existence of any losses caused by Company or Cimpress Group to Executive.	9. La Société maintient que le licenciement pour motif économique était parfaitement justifié, comme exposé dans la lettre de licenciement. De plus, la Société maintient que l'Executive Retention Agreement ne s'applique pas. Ainsi, la Société conteste l'existence d'un quelconque préjudice subi par la Salariée et causé par la Société ou le Groupe Cimpress.
10. Executive maintained that the Executive Retention Agreement applies and warned Company that she intends to file an action before the Labor Court to claim damages for compensation of moral and professional losses resulting from her redundancy.	10. La Salariée maintient que l'Executive Retention Agreement s'applique et a prévenu la Société qu'elle comptait saisir le Conseil de Prud'hommes pour solliciter réparation du préjudice moral et professionnel qu'elle subit du fait de son licenciement.

11. In this context and to definitively end the dispute at hand in the best interests of each Party, and to avoid all future issues that this dispute might lead to, the Parties decided to end their dispute by agreeing on the mutual considerations described hereinafter.	11. C’est dans ce contexte, et afin de définitivement mettre un terme au litige opposant les Parties et tout contentieux qui pourrait en résulter, en respectant au mieux les intérêts de chaque Partie, que celles-ci se sont accordées les concessions réciproques décrites ci-dessous.

NOW, THEREFORE, aware of the adverse consequences which could be brought about by legal action, in addition to taking into consideration the uncertainties and delays in following such a route, the Parties have decided, in consideration of the agreements, covenants, promises and releases contained herein and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to settle their dispute amicably by agreeing to the mutual concessions set out below, which form the basis of the Agreement and put a definitive end to their dispute:	CONSIDÉRANT donc les conséquences néfastes que pourrait entraîner une action en justice, et compte tenu des incertitudes et des délais liés à l’engagement d'une telle action, les Parties ont décidé, en considération des accords, engagements, promesses et libérations contenues aux présentes et toute autre contrepartie dont la validité et l’utilité sont reconnues par la présente, de régler leur différend à l'amiable en acceptant les concessions mutuelles énoncées ci-dessous qui constituent la base du Protocole et mettent un terme définitif à leur différend :
Article 1. <u>Termination of Employment</u>	**Article 1. <u>Rupture du contrat de travail</u>**
(a) Cimpress and Executive acknowledge and accept that Executive’s employment with the Company was terminated for economic reason as documented by registered letter dated 28 February 2017. The Parties agree that the Employment Contract of Executive irrevocably, automatically and immediately terminates on 31 May 2017 (the “<u>Termination Date</u>”).	(a) Cimpress et la Salariée reconnaissent et acceptent que le Contrat de travail de la Salariée avec la Société a été rompu pour un motif économique comme exposé dans la lettre recommandée en date du 28 février 2017. Les Parties conviennent que le Contrat de travail de la Salariée prend fin irrévocablement, automatiquement et immédiatement le 31 mai 2017 (la “<u>Date de Rupture</u>”).
Cimpress and Executive acknowledge and accept that the Executive is released from work during her three-month notice period (i.e. 1 March 2017 through 31 May 2017), during which period Cimpress will pay Executive per normal practices in three monthly installments of €52,050.39 gross including the “prime de vacances” owed for the period ending on the Termination Date.	Cimpress et la Salariée reconnaissent et acceptent que la Salariée a été dispensée de l’exécution de son préavis de trois mois (c'est-à-dire du 1er mars 2017 au 31 mai 2017), période pendant laquelle Cimpress paiera le salaire de la Salariée aux échéances habituelles de paie correspondant à trois versements mensuels de 52,050.39 € bruts incluant la prime de vacances due pour la période se terminant à la Date de Rupture.
(b) At the Termination Date, Cimpress will pay to Executive, subject to all applicable tax withholdings:	(b) À la Date de Rupture, Cimpress versera à la Salariée, les sommes suivantes, éventuellement soumises à charges et impôts selon les règles applicables :
i. an indemnity in lieu of paid holidays accrued and not used by Executive up until the Termination Date of €49,706.40 gross;	i. Une indemnité de 49,706.40 € bruts à titre d’indemnité compensatrice de congés payés acquis et non pris par la Salariée à la Date de Rupture ;
ii. the legal severance indemnity as defined in article L. 1234-9 of the French Labor Code and calculated in accordance with the applicable CBA equivalent to an amount of €80,463.03 gross.	ii. Une indemnité légale de licenciement de 80,463.03 € bruts, prévue à l’article L. 1234-9 du Code du travail et calculée conformément à la convention collective nationale applicable.
(c) Cimpress undertakes to provide Executive with her work certificate, the form required by the Unemployment Fund (“<u>Pôle Emploi</u>”) as well as her final balance and corresponding receipt at the Termination Date.	(c) Cimpress s'engage à remettre à la Salariée son certificat de travail, son attestation Pôle Emploi ainsi que reçu de solde de tout compte et le bulletin de paie correspondant à la Date de Rupture.

(d) Cimpress acknowledges that the coverage for disability and medical expenses for her, her husband and their two children (“*mutuelle santé et prévoyance*”) to which Executive is entitled as an employee of the Company will be continued in the conditions set forth by French statutes and regulations until the earlier to occur of (i) 31 May 2018 or (ii) an Early Mutuelle Payment Cessation Event (as defined below). Executive shall endeavor in good faith to give Cimpress as much advance written notice by email to the contact person identified under Cimpress’ signature block below (the “Cimpress Contact Person”) as is reasonably possible regarding the expected occurrence of an Early Mutuelle Payment Cessation Event, but in no event shall Executive give Cimpress such written notice later than the date upon which the Early Mutuelle Payment Cessation Event occurs. For purposes of this Agreement, an “Early Mutuelle Payment Cessation Event” occurs when (i) Executive commences new employment within France or (ii) Executive becomes a resident of a country other than France.	(d) Cimpress reconnaît que la mutuelle santé et la prévoyance qui couvrent la Salariée, son mari et leurs deux enfants et dont elle bénéficie en tant que salariée de la Société seront maintenues dans les conditions prévues par la législation et la réglementation française jusqu’à la survenance de la première des deux échéances suivantes, soit (i) le 31 mai 2018 soit (ii) un Evènement entraînant la Cessation Anticipée de la Couverture Mutuelle (telle que défini ci-dessous). La Salariée s'efforcera en toute bonne foi de prévenir Cimpress par écrit le plus tôt possible par courrier électronique à la personne à contacter identifiée sous la signature de Cimpress ci-dessous (le « Contact Cimpress ») en cas de survenance prévisible d'un Evènement entraînant la Cessation Anticipée de la Couverture Mutuelle, sachant qu’en aucun cas la Salariée ne devra informer Cimpress après la survenance d’un tel évènement. Aux fins du Protocole, un «Evénement entraînant la Cessation Anticipée de la Couverture Mutuelle» survient lorsque (i) la Salariée commence un nouvel emploi en France ou (ii) la Salariée devient résidente d'un autre pays que la France.

Article 2. Settlement Benefits Subject to Executive’s compliance with all other terms and conditions of this Agreement and to all other conditions set forth herein, Company shall pay or otherwise provide to Executive the following settlement compensation (the “Settlement Benefits”): (a) Cimpress shall make a one-time, lump sum payment to Executive in an amount equal to sum of the target payout amounts scheduled to vest on or about 1 July 2017 in respect of all Cash LTI awards previously granted to Executive under Cimpress’ Cash LTI plan (the “Cash LTI In Lieu Of Payment”). Cimpress shall pay the Cash LTI In Lieu Of Payment to Executive at or before the time that a Cash LTI payout would have been made to Executive had Executive remained regularly employed by Cimpress through the end of Cimpress’ 2017 fiscal year.	**Article 2. Concessions de la Société** Sous réserve du respect par la Salariée de tous les termes et conditions prévus par le Protocole et de toutes les autres conditions énoncées aux présentes, la Société verse ou accorde à la Salariée les concessions suivantes (les « Concessions de la Société»). (a) Cimpress s’engage à verser à la Salariée un montant forfaitaire unique égal à la somme des montants qu’elle devait recevoir le ou vers le 1er juillet 2017 au titre de toutes les rémunérations variables à long terme (« Cash LTI ») auxquelles la Salariée était éligible en vertu du plan de Cash LTI de Cimpress («Indemnité Cash LTI»). Cimpress paiera l’Indemnité Cash LTI au plus tard à la date à laquelle la Salariée aurait reçu paiement des rémunérations variables en vertu du Cash LTI plan comme si elle avait été régulièrement employée par Cimpress jusqu'à la fin de l'exercice fiscal 2017 de Cimpress.

The amount of the Cash LTI In Lieu Of Payment represents a gross amount of eighty-four thousand three hundred seventy-five U.S. Dollars ($84,375), which corresponds, for information purposes, to a gross amount of approximately seventy-eight thousand five hundred ninety-nine Euros (€78,599) based on recent currency exchange rates. This payment shall be made on or before 31 August 2017. Cimpress will convert such payment amount from U.S. Dollars to Euros using the exchange rate for 30 June 2017 as is made available in Cimpress’ SAP system (which is the exchange rate resource customarily relied upon by Cimpress personnel to calculate payment amounts for payroll and LTI compensation payment purposes).	Le montant de l’Indemnité Cash LTI représente un montant brut de quatre-vingt-quatre mille trois cent soixante-quinze dollars américains (84,375 $), qui correspond, à titre d'information, à un montant brut d'environ soixante-dix-huit mille cinq cent quatre-vingt-neuf euros (78,599 €) sur la base des taux de change récents. Ce paiement sera effectué au plus tard le 31 août 2017. Cimpress convertira en euros le montant dû calculé en dollars américains en utilisant le taux de change du 30 juin 2017 tel que figurant dans le système SAP de Cimpress (qui est la référence de taux de change habituellement utilisée par le personnel de Cimpress pour calculer les montants de paiement des salaires et les rémunérations variables à long terme).

(b) With regard to the Cash Retention Bonus award made to Executive under the Cimpress LTI program, Cimpress shall make a one-time, lump sum payment to Executive in an amount equal to the amount scheduled to vest on or about 1 July 2017 under such Cash Retention Bonus award (the "Cash Retention Bonus In Lieu Of Payment") in lieu of actual payment under such bonus. Cimpress shall pay the Cash Retention Bonus In Lieu Of Payment to Executive at or before the time that a Cash Retention Bonus payout would have been made to Executive had she remained regularly employed by Cimpress through the end of Cimpress' 2017 fiscal year.	(b)En ce qui concerne la prime de fidélisation (« Cash Retention Bonus ») accordée à la Salariée dans le cadre du programme Cimpress de rémunérations incitatives à long terme (« LTI program »), Cimpress versera un montant forfaitaire unique à la Salariée d'un montant égal à celui qu'elle aurait obtenu le ou vers le 1er juillet 2017 conformément aux conditions d'octroi de la prime de fidélisation (« Indemnité Cash Retention Bonus ») en lieu et place du paiement effectif de cette prime. Cimpress versera l'Indemnité Cash Retention Bonus à la Salariée au moment où la prime de fidélisation aurait dû être versée à celle-ci si elle avait continué à être régulièrement employée par Cimpress jusqu'à la fin de l'exercice fiscal 2017 de Cimpress.
The amount of the Cash Retention Bonus In Lieu Of Payment represents a gross amount of ninety-six thousand two hundred fifty U.S. Dollars ($96,250), which corresponds, for information purposes, to a gross amount of approximately eighty-nine thousand six hundred forty Euros (€89,640) based on recent currency exchange rates. This payment will be made on or before 31 July 2017. Cimpress will convert such payment amount from U.S. Dollars to Euros using the exchange rate for 30 June 2017 as is made available in Cimpress' SAP system (which is the exchange rate resource customarily relied upon by Cimpress personnel to calculate payment amounts for payroll and LTI compensation payment purposes).	Le montant de l'Indemnité Cash Retention Bonus représente un montant brut de quatre-vingt-seize mille deux cent cinquante dollars américains (96,250 $) qui correspond, à titre d'information, à un montant brut d'environ quatre-vingt-neuf mille six cent quarante euros (89,640 €) sur la base des taux de change récents. Ce paiement sera effectué au plus tard le 31 juillet 2017. Cimpress convertira en euros le montant dû calculé en dollars américains en utilisant le taux de change du 30 juin 2017 tel que figurant dans le système SAP de Cimpress (qui est la référence de taux de change habituellement utilisée par le personnel de Cimpress pour calculer les montants de paiement des salaires et les rémunérations variables à long terme).
(c) Cimpress N.V. will accelerate the vesting of Cimpress N.V. restricted share units ("RSUs") held by Executive that, under the terms of the respective RSU agreements, are scheduled to vest during the period commencing 28 February 2017 and ending on 28 February 2018, so that such RSUs will be fully vested as of 28 February 2017. Executive understands and acknowledges that the vesting of RSUs representing a total of 3,162 Cimpress N.V. shares is expected to be accelerated under this clause.	(c) Cimpress NV réduit la période de blocage des droits différés à unités d'actions à négociation restreinte (« restricted share units » ou «RSU») de Cimpress NV détenues par la Salariée qui, aux termes des accords RSU respectifs, auraient dû être débloqués au cours de la période commençant le 28 février 2017 et se terminant le 28 février 2018 de sorte que ces RSU seront entièrement acquises à compter du 28 février 2017. La Salariée comprend et reconnaît que l'acquisition anticipée des RSU en vertu de cette clause représente un total de 3,162 actions.
Executive is aware that the income derived from the granting of such RSUs will depend on the value of Cimpress N.V. shares at the time of sale by Executive.	La Salariée est informée que le bénéfice tiré de l'octroi de ces RSU dépendra de la valeur des actions Cimpress N.V. au moment de la vente de celles-ci par la Salariée.
(d) Cimpress shall fully accelerate the service-based vesting of 25% of the Cimpress N.V. performance share units ("PSUs") granted to Executive (rounded to a whole share, which represents 2,574 PSUs), so that such PSUs will be vested (from a service time standpoint only) as of 28 February 2017. Executive acknowledges that the PSUs will be fully vested only if the performance targets are actually achieved under the conditions provided in the plan attached to this Agreement (Annex 1). Executive is aware that if the performance conditions applicable to the PSUs are not achieved, the PSUs will be cancelled and Executive will be issued no shares in respect of such PSUs.	(d)Cimpress valide entièrement l'acquisition de 25% des actions de performance (« Performance Share Units » ou «PSU») de Cimpress NV attribuées à la Salariée (arrondi à une action entière, ce qui représente 2,574 PSUs), de sorte que ces PSU seront acquises (du point de vue de la condition de présence uniquement) à compter du 28 février 2017. La Salariée reconnaît que les PSU ne seront entièrement acquises que si les objectifs de performance sont effectivement atteints dans les conditions prévues dans le plan joint au présent Protocole (Annexe 1). La Salariée est consciente que si les objectifs de performance applicables aux PSU ne sont pas atteints, les PSU seront annulés et la Salariée ne sera éligible à l'attribution d'aucune PSU.

(e) Cimpress, which does not *per se* recognize the merits of Executive's allegations, undertakes to make a lump-sum payment to Executive not later than 31 May 2017 in a gross amount equal to one hundred fifty-three thousand five hundred eighty-six Euros (€153,586) in compensation of the prejudice alleged by Executive.	(e) Cimpress, qui ne reconnaît pas en soi le bien-fondé des allégations de la Salariée, s'engage à verser à la Salariée, au plus tard le 31 mai 2017, un montant forfaitaire de cent cinquante-trois mille cinq cent quatre-vingt-six euros (153,586 €) en réparation du préjudice allégué par la Salariée.
(f) If an Early Mutuelle Payment Cessation Event occurs prior to 28 February 2018, then to assist Executive with healthcare expenses that she may incur with respect to the period between the date of the Early Mutuelle Payment Cessation Event and 28 February 2018, inclusive (the "<u>Healthcare Expenses Support Period</u>"), Cimpress shall make payment to Executive in the amount of €2,000 gross per calendar month falling within the Healthcare Expenses Support Period.	(f) Si un Evènement entraînant la Cessation Anticipée de la Couverture Mutuelle devait se produire avant le 28 février 2018, et de manière à assister la Salariée s'agissant des frais de santé qu'elle serait amenée à supporter durant la période comprise entre la date de l'Evènement entraînant la Cessation Anticipée de la Couverture Mutuelle et le 28 février 2018 inclus (la «<u>Période de Prise en Charge de la Mutuelle Santé</u>»), Cimpress s'engage à verser à la Salariée un montant brut de 2,000 € par mois calendaire compris dans la Période de Prise en Charge de la Mutuelle Santé.
For any partial calendar month fall in the Healthcare Expenses Support Period, the payment amount shall be prorated based on the actual number of days remaining in such month. Such payments shall be made on a monthly basis for each month (or partial month, as the case may be) falling within the Healthcare Expenses Support Period and shall be paid through Cimpress' regular monthly payroll process.	Pour tout mois incomplet compris dans cette période, le montant du paiement sera calculé au prorata du nombre réel de jours restants dans ce mois. Ces paiements sont effectués sur une base mensuelle (ou au prorata le cas échéant) chaque mois échu durant la Période de Prise en Charge de la Mutuelle Santé et seront payés aux échéances habituelles de paie de Cimpress.
(g) Cimpress shall arrange for Executive to receive, at Cimpress' expense, outplacement services from an outplacement services' firm selected by Executive and engaged by Cimpress (the "<u>Outplacement Services</u>"). The Outplacement Services shall be provided during the period commencing within a reasonable time following the effective date of this Agreement and ending upon the earlier of (i) Executive's acceptance of new employment or (ii) 28 February 2018. The Outplacement Services' costs borne by Cimpress shall not exceed $50,000 if invoiced in United States Dollars or €47,000 (ex. VAT) if invoiced in Euros. No cash payments in lieu will be made to Executive in the event Executive elects not to utilize any or all of the Outplacement Services.	(g) Cimpress veillera à ce que la Salariée reçoive, aux frais de Cimpress, des services de reclassement d'un cabinet spécialisé dans ce domaine sélectionné par la Salariée et engagé par Cimpress (les «<u>Services d'Outplacement</u>»). Les Services d'Outplacement seront fournis pendant la période commençant dans un délai raisonnable suivant la date de conclusion du Protocole et se terminant à la date de survenance du premier des évènements suivants : (i) l'acceptation par la Salariée d'un nouvel emploi ou (ii) le 28 février 2018. Le coût des Services d'Outplacement supporté par Cimpress ne doit pas dépasser 50,000 $ s'ils sont facturés en dollars américains ou 47,000 € (Hors taxes) s'ils sont facturés en euros. Aucune indemnité compensatrice ne sera versée à la Salariée dans le cas où la Salariée choisirait de ne pas utiliser tout ou partie des Services d'Outplacement.
(h) Cimpress shall provide Executive with the same level of tax filing assistance with regard to Executive's tax filings in France and in the U.S.A. for calendar year 2016 and calendar year 2017 that it has provided to Executive with regard to her calendar year 2015 tax filings. The tax filling assistance will be provided by the accounting firm of Cimpress' choosing.	(h) Cimpress fournira à la Salariée le même niveau d'assistance en matière de déclaration fiscale pour les déclarations fiscales de la Salariée en France et aux États-Unis d'Amérique pour l'année civile 2016 et l'année civile 2017 que celle qu'elle avait fournie à la Salariée pour ses déclarations fiscales de l'année civile 2015. L'assistance fiscale sera fournie par le cabinet comptable choisi par Cimpress.
The above amounts paid to Executive are gross amounts. Executive is fully aware of social and tax legislation pertaining to these amounts.	Les montants ci-dessus versés à la Salariée sont des montants bruts. La Salariée est pleinement consciente de la législation sociale et fiscale applicables à ces sommes.

If any payment to be made by Cimpress to Executive under this Agreement is subject to a withholding obligation, Cimpress may make such payment to Executive through its customary payroll process.	Si un paiement effectué par Cimpress à la Salariée en vertu du Protocole est soumis à prélèvements, Cimpress sera susceptible d'effectuer ce paiement à la Salariée par le biais de son processus habituel de paie.
With regard to any payment to be made by Cimpress to Executive under this Agreement that is not subject to a withholding obligation, Cimpress shall make such payment to Executive by bank wire transfer to Executive's bank account using the wire transfer details attached hereto as Annex 2.	En ce qui concerne tout paiement effectué par Cimpress à la Salariée en vertu du Protocole qui n'est pas soumis à prélèvements, Cimpress sera susceptible d'effectuer ce paiement à la Salariée par virement bancaire au bénéfice du compte bancaire de la Salariée dont les détails sont joints à l'Annexe 2.

Article 3. Certain Executive acknowledgements	**Article 3. Certaines déclarations de la Salariée**
Executive understands and acknowledges the following, owing to her separation from employment with Company as of the Termination Date.	La Salariée comprend et reconnaît ce qui suit, à raison de la cessation de son Contrat de Travail avec la Société à la Date de Rupture.
(a) Executive expressly acknowledges and accepts that the Settlement Benefits described in Article 2 take into consideration all of the circumstances and conditions under which Executive departed from Company and the various circumstances described in this Agreement.	(a) La Salariée reconnaît et accepte expressément que les Concessions de la Société décrites à l'Article 2 tiennent compte de toutes les circonstances et conditions dans lesquelles la Salariée a quitté la Société et les diverses circonstances décrites dans le Protocole.
(b) Executive expressly acknowledges and accepts that the statutory payments mentioned in Article 1 ("Statutory Payments") and the Settlement Benefits mentioned in Article 2 when paid by Company and the other companies of the Cimpress Group, compensate all damages which have already arisen or that will arise, proceeding and/or coming from (i) the effective termination of employment with Company, (ii) as well as the consequences of such termination. Upon total payment of the Statutory Payments and Settlement Benefits, Executive acknowledges and accepts that she is compensated in whole for any losses and irrevocably waives any and all claims and demands against Company and all entities of the Cimpress Group as described in Article 7 below.	(b) La Salariée reconnaît expressément et accepte que les paiements obligatoires mentionnés à l'Article 1 (« Paiements Obligatoires ») et les Concessions de la Société mentionnées à l'Article 2, payées par la Société et d'autres sociétés du Groupe Cimpress, indemnisent tous les dommages déjà survenus ou qui surviendront, procédant ou résultant de (i) la rupture effective des relations de travail avec la Société, (ii) ainsi que les conséquences de cette rupture. A compter du paiement intégral des Paiements Obligatoires et des Concessions de la Société, la Salariée reconnaît et accepte avoir été indemnisée en totalité pour tout préjudice et renonce irrévocablement à toute réclamation et demande à l'encontre la Société et toutes les entités du Groupe Cimpress dans les conditions décrites à l'Article 7 ci-dessous.

(c) Executive acknowledges and accepts that she is informed of the consequences with respect to tax and social security in relation to the amounts paid under the Agreement and undertakes to pay directly, as the case may be, all amounts requested by the tax administration.	(c) La Salariée reconnaît et accepte avoir été informée de toutes les conséquences fiscales et sociales liées au paiement des sommes versées en application du Protocole et s'engage, le cas échéant, à payer directement toutes les sommes qui lui seraient réclamées par l'administration fiscale.
(d) Executive acknowledges and accepts that she is informed that (i) the Settlement Benefits must be disclosed by Cimpress to the "Pôle Emploi" and (ii) of the waiting period required by "Pôle Emploi" before she can claim unemployment benefits.	(d) La Salariée reconnaît et accepte avoir été informée (i) que le Pôle Emploi doit être informé du versement des Concessions de la Société et (ii) de l'existence d'une période de carence avant de pouvoir bénéficier de ses allocations chômage.
(e) Executive acknowledges and accepts that she benefited from a sufficient amount of time prior to the signature of the Agreement.	(e) La Salariée reconnaît et accepte qu'elle a bénéficié d'un délai suffisant préalablement à la signature du Protocole.

(f) All of Executive's rights to participate in and receive payouts under the Cimpress Cash LTI plan terminate effective as of the Termination Date.	(f) Tous les droits que le Salarié pourrait tirer de sa participation et de son éligibilité au paiement d'une rémunération variable à long terme (« Cash LTI plan ») de Cimpress cessent à la Date de Rupture.
(g) All unvested RSUs and PSUs held by Executive (after giving effect to the acceleration contemplated in Article 2 above) will be forfeited effective as of the Termination Date.	(g) Toutes les RSU et les PSU détenues par la Salariée et encore non acquises (après prise en compte du mécanisme d'accélération exposé à l'article 2 ci-dessus) seront perdues à compter de la Date de Rupture.

Article 4. Non-disclosure obligations	**Article 4. Obligations de confidentialité**
Executive acknowledges the invention and non-disclosure agreement entered into on 16 July 2016 between her and Cimpress ("Non-Disclosure Agreement") and acknowledges and accepts her obligation according to this agreement to keep confidential and not to disclose any and all non-public information owned by or relating to the Cimpress Group, including, but not limited to, any non-public information concerning the Cimpress Group's business affairs, business prospects and financial condition, remains in full force and effect, subject to Article 10 below.	La Salariée reconnaît l'existence de l'accord relatif aux inventions et aux clauses de confidentialité conclu le 16 juillet 2016 entre elle et Cimpress (« Accord de Confidentialité ») et reconnaît et accepte que ses obligations à ce titre de garder confidentielle et de ne pas divulguer toute information non publique appartenant au Groupe Cimpress ou s'y rapportant, y compris, mais sans s'y limiter, toute information non publique concernant les affaires commerciales, les perspectives commerciales et la situation financière du Groupe Cimpress, qui restent en vigueur, sous réserve de l'article 10 ci-dessous.

Article 5. Return of Company property; Other agreements	**Article 5. Restitution des biens de la Société ; Autres accords**
(a) Executive agrees and warrants that, except as expressly provided below, Executive will return to Company on or before 31 March 2017 all keys, files, records (and copies thereof), equipment (including, but not limited to, computer hardware, software and printers, wireless handheld devices, cellular phones, pagers, etc.), Cimpress identification and any other Cimpress-owned or Cimpress-leased property in her possession or control and will leave intact all electronic Cimpress documents, records and files, including but not limited to those that Executive developed or helped to develop during her employment with Cimpress.	(a) La Salariée accepte et s'engage à remettre à la Société au plus tard le 31 mars 2017 toutes clés, fichiers, dossiers (et copies de ceux-ci), équipements (incluant, mais sans s'y limiter, ordinateur et logiciel, imprimante, appareils sans fil, téléphones mobiles, pagers, etc), code d'identification Cimpress, ainsi que tous autres biens appartenant ou loués par Cimpress qu'elle aurait en sa possession ou sous son contrôle, et laissera intact tous documents électroniques de Cimpress, fichiers et documents, incluant mais ne se limitant pas à, ceux que la Salariée a développé ou aidé à développer au cours de l'exécution de son Contrat de Travail avec Cimpress.
Executive further agrees and warrants that on or before her last day of employment with Cimpress, she will have cancelled all accounts for her benefit, if any, in Cimpress' name, including but not limited to, credit cards, telephone charge cards, cellular phone and/or pager accounts and computer accounts.	La Salariée accepte et s'engage en outre à résilier au plus tard le dernier jour de son Contrat de Travail tout compte dont elle bénéficiait, au nom de Cimpress, incluant mais sans se limiter aux cartes de crédits, cartes Sim prépayées, téléphone portable et/ou compte de pager et compte informatique.

In addition, Executive agrees and warrants that Executive will transfer to Company on or before 31 March 2017 all rights in and control over (including all logins, passwords and the like) any and all accounts, social media accounts, subscriptions and/or registrations, electronic or otherwise, that Executive opened and/or maintained in her own name, but on behalf of or for the benefit of Cimpress, during the course of her employment and not to access or do anything that may directly or indirectly inhibit or prevent Company from accessing any and all of the accounts, social media accounts, subscriptions and registrations.	De plus, la Salariée accepte et s'engage, à transférer à la Société au plus tard à le 31 mars 2017 tout droit et contrôle (incluant les identifiants, mots de passe et semblables) sur les comptes, médias sociaux, souscriptions et/ou enregistrement , électronique ou autre, que la Salariée a ouvert et/ou entretenu en son nom pour le compte de Cimpress, au cours de l'exécution de son Contrat de Travail. Elle s'engage aussi à ne pas refuser ou agir de quelle que manière que ce soit visant à empêcher directement ou indirectement la Société d'accéder à un ou tout compte, compte de médias sociaux, souscription ou enregistrement.

Executive agrees that, in the event that any such transfers have not been fully implemented as of the Termination Date, Executive will execute such instruments and other documents and take such other steps as Company may reasonably request from time to time in order to complete the transfer of any such accounts, subscriptions and/or registrations.	La Salariée accepte que dans l'éventualité où certains transferts n'auraient pas été complètement réalisés au jour de la Date de Rupture, la Salariée prendra les mesures raisonnablement et ponctuellement demandées par la Société afin de compléter le transfert de ces comptes, souscriptions ou enregistrements.
Notwithstanding the foregoing, Cimpress agrees (i) to transfer to Executive her Cimpress-issued Apple iPhone 7 (including the embedded SIM card and associated accessories), subject to such iPhone first being "wiped" by Cimpress IT personnel to remove all Cimpress-related software and data, and (ii) to take reasonable steps to support and assist Executive's efforts to port the mobile number currently associated with such phone to a personal mobile service plan opened or maintained by Executive. Executive shall use her best efforts to complete such porting of the mobile number by 31 March 2017.	Par exception à qui précède, Cimpress accepte (i) de transférer à la Salariée la propriété de l'Apple iPhone 7 qui lui avait été remis par Cimpress (y compris la carte SIM intégrée et les accessoires associés), sous réserve que cet iPhone soit d'abord « effacé » par le personnel informatique de Cimpress pour supprimer tous les logiciels et données Cimpress et (ii) de prendre des mesures raisonnables pour aider la Salariée dans ses démarches de portabilité du numéro de téléphone mobile actuellement associé à ce téléphone vers un contrat de service mobile personnel ouvert au nom de la Salariée. La Salariée fera tout son possible pour achever la portabilité du numéro de téléphone portable d'ici le 31 mars 2017.
(b) Subject to Article 10 below, all post-contractual clauses contained in the Employment Agreement and related agreements will survive and remain in full force after the Termination Date, including, without limitation, the Non-Disclosure Agreement, the provisions of the non-competition and non-solicitation agreement entered into on 16 July 2016 (the "Non-Competition and Non-Solicitation Agreement") that do not conflict with Article 6 below, and clauses in article 9 (Obligations on termination) within the Employment Agreement.	(b) Sous réserve de l'article 10 ci-dessous, toutes les clauses post-contractuelles du Contrat de Travail et des accords connexes survivront et resteront en vigueur après la Date de Rupture, y compris, sans limitation, l'Accord de Confidentialité, les dispositions de l'accord de non-concurrence et de non-sollicitation signé le 16 juillet 2016 (« Accord de Non-concurrence et de Non-Sollicitation ») qui ne sont pas en contradiction avec l'article 6 ci-dessous et les clauses de l'article 9 (obligations relatives à la rupture) du Contrat de Travail.
(c) The Parties agree that the Indemnification Agreement between Executive and Cimpress N.V. made as of 1 February 2014 (the "Indemnification Agreement") will survive and remain in full force and effect following the Termination Date.	(c) Les Parties conviennent que l'accord d'indemnisation (« Indemnification Agreement ») conclu entre la Salariée et Cimpress N.V. le 1er février 2014 (l' « Accord d'Indemnisation ») survivra et restera en vigueur après la Date de Rupture.
Article 6. Non-competition and non-solicitation obligations	**Article 6. Obligation de non- concurrence et de non- sollicitation**
(a) Executive further acknowledges and accepts her obligations under the Non-Competition and Non-Solicitation Agreement relative to post-contractual non-competition and non-solicitation terms and conditions which also remains in full force and effect. In this respect, Executive further acknowledges and accepts that she will be bound by the Non-Competition and Non-Solicitation Agreement during the remainder of her employment with Cimpress and for a 12-month period commencing 1 March 2017 (the "Post-Termination Period").	(a) La Salariée reconnaît et accepte également ses obligations en vertu de l'Accord de Non-concurrence et de Non-Sollicitation relatif aux conditions post-contractuelles de non-concurrence et de non-sollicitation qui restent en vigueur. À cet égard, la Salariée reconnaît et accepte qu'elle sera liée par l'Accord de Non-concurrence et de Non-Sollicitation jusqu'au terme de son emploi chez Cimpress et pour une période de 12 mois commençant le 1er mars 2017 (la « Période Post-Contractuelle »).
The Parties agree that, notwithstanding anything to the contrary in the Non-Competition and Non-Solicitation Agreement, the gross monthly compensation payable by Cimpress to Executive for the non-competition and non-solicitation obligation during the Post-Termination Period, inclusive of the indemnity in lieu of paid holidays accrued, shall be twelve thousand six hundred fifty Euros (€12,650).	Les Parties conviennent que, nonobstant toute disposition contraire de l'Accord de Non-concurrence et de Non-Sollicitation, l'indemnité mensuelle brute payable par Cimpress à la Salariée en contrepartie du respect de l'obligation de non-concurrence et de non-sollicitation pendant la Période Post-Contractuelle, incluant l'indemnité compensatrice de congés payés, s'élève à douze mille six cent cinquante euros (12,650 €).

During the Post-Termination Period, Cimpress will pay Executive per normal payroll practices monthly installments amounting to the net amount (after applicable withholdings) corresponding to the gross monthly amount set above.	Au cours de la Période Post-Contractuelle, Cimpress paiera à la Salariée, selon les procédures usuelles de paie, des mensualités correspondant au montant net (après déduction des retenues applicables) correspondant au montant mensuel brut ci-dessus.
(b) The Executive undertakes not to engage into acts and practices of unfair competition towards Company and any other entity of the Cimpress Group, and in particular not to solicit and divert for her own profit or any other profit of any third party assets, suppliers and customers of Company or any other entity of the Cimpress Group.	(b) La Salariée s'engage à ne pas exercer d'activités concurrentielles ou de s'adonner à des pratiques déloyales à l'égard de la Société et de toute autre entité du Groupe Cimpress, et en particulier à ne pas solliciter ou détourner pour son profit ou le profit de tiers, les fournisseurs et clients de la Société ou de toute autre entité du Groupe Cimpress.
Article 7. <u>General Release and Waiver of All Claims</u>	**Article 7. <u>Renonciation à toutes instances et actions</u>**
In consideration of the compensation and other benefits provided for in this Agreement, Executive hereby fully, forever, irrevocably and unconditionally releases, remises and discharges Cimpress, its corporate affiliates (including, without limitation, Cimpress N.V.) and its and their respective officers, directors, employees, stockholders, subsidiaries, parent companies, agents and representatives (each in their individual and corporate capacities) (the "<u>Released Parties</u>") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, liabilities and expenses, of every kind and nature which Executive has ever had or now has against the Released Parties in any way arising out of or relating to her employment with Cimpress, the termination of her Employment Contract and/or any other dealings Executive has had with Cimpress, including, but not limited to, all claims under French laws, French Civil Code, French Labor Code, national or sectoral collective labor agreements, company collective bargaining agreements, unilateral undertakings, practices and any other legal theory or justification.	En considération de l'indemnité et des autres concessions prévues par le Protocole, la Salariée libère, décharge et exonère de manière totale, définitive, irrévocable et inconditionnelle Cimpress, ses sociétés filiales (incluant, sans réserve, Cimpress N.V.) et leurs mandataires, directeurs, salariés, actionnaires, succursales, sociétés mères, agents et représentants respectifs (en tant que personne privée et en tant que mandataire) (les « <u>Parties Libérées</u> ») de tous autres prétentions, demandes, accusations, plaintes, actions, causes d'actions, instances, droits, dettes, sommes d'argent, coûts, comptes, liquidations, engagements, contrats, accords, promesses, agissements, omissions, dommages, exécutions, obligations, passifs et dépenses, de toute nature et de tout type, que la Salariée a pu avoir contre les Parties Libérées, découlant de quelle que façon que ce soit de la relation qui la liait à Cimpress, à la rupture de son Contrat de Travail, et/ou de tous autres rapports que la Salariée a eu avec Cimpress, incluant, mais sans se limiter à, toutes les demandes sur le fondement de la loi française, du code civil français, du code du travail français, des accords collectifs nationaux ou territoriaux, des accords d'entreprise, des engagements unilatéraux, pratiques ou tout autre théories légales ou fondements.
This general release and waiver of all claims specifically includes, but is not limited to, any and all remuneration whatever the nature including base salary, overtime pay, compensatory time off, bonuses of any kind, short and long term incentive plans and miscellaneous compensation, benefit in kind, invention compensation, working time reduction days indemnity, commission, dismissal indemnity, pay in lieu of holidays, non-competition indemnity, hours of job research indemnity, damages for the lost opportunity to make gains on RSUs, PSUs and Cash LTIs or any claims to any non-vested equity or other ownership interest in Cimpress and Cimpress Group or claims to shares or share options, pay in lieu of notice period, redeployment leave and rehiring priority, profit-sharing, as well as housing and car allowances and professional expenses reimbursement, any and all compensatory, exemplary and liquidated damages.	Cette renonciation à toutes instances et actions inclut spécifiquement, mais n'est pas limité à, toutes rémunérations de quelle que nature qu'elles soient, incluant le salaire de base, les heures supplémentaires, l'indemnité de repos compensateur, tous les types de bonus, les rémunération variable à longs et courts termes et compensations diverses, les avantages en nature, les indemnités d'inventeur, les indemnités compensatrices de RTT, les commissions, les indemnités de licenciement, les indemnités compensatrices de congé payé, les indemnités de non-concurrence, les indemnités compensatrices pour heures de recherche d'emploi, les indemnités pour perte de chance sur les RSUs, PSUs, et intéressements à longs termes (Cash LTIs) et toutes demandes au titre de droits non acquis sur des parts sociales de Cimpress ou d'autres sociétés du Groupe Cimpress, de demandes d'actions ou d'options d'achat d'actions, d'indemnité de préavis, d'indemnité liée au congé de reclassement ou à la priorité de réembauchage, participation aux bénéfices, le remboursement des frais de véhicule et de logement et des dépenses professionnelles ainsi que tous types de dommages-intérêts.
This general release and waiver of all claims does not cover claims that cannot be waived as a matter of law.	Toutefois cette clause de renonciation à toutes instances et actions n'est pas applicable aux demandes auxquelles il n'est pas possible de renoncer selon la loi.

This general release and waiver of all claims shall not affect (i) any of Executive's vested rights in her equity plan, all of which shall be governed by the terms of the said plans or (ii) Executive's rights under the Indemnification Agreement.	**Cette renonciation à toutes instances et actions n'affectera pas (i) les droits acquis et restant acquis par la Salariée en application de plan d'attribution d'actions (« equity plan »), qui seront régis par les termes du plan précité ou (ii) les droits de la Salariée en vertu de l'Accord d'Indemnisation.**
Company agrees that Executive is not releasing any claims or rights Executive may have for indemnification under applicable law or any governing document of Company or any Company affiliate, or under any indemnification agreement with Company or any Company affiliate (including, without limitation, the Indemnification Agreement), or under any insurance policy providing directors' and officers' coverage for any lawsuit or claim relating to the period when Executive was a director, officer, or Executive of Company or any Company affiliate; provided however that:	La Société accepte que la Salariée ne renonce à aucune demande ou aucun droit d'indemnisation que la Salariée pourrait avoir en vertu de la loi applicable ou de tout document régissant la Société ou une société filiale ou tout accord d'indemnisation conclue avec la Société ou une société filiale (y compris, sans s'y limiter, l'Accord d'Indemnisation) ou dans le cadre d'une police d'assurance protégeant les administrateurs et les dirigeants de toute poursuite ou demande relative à la période au cours de laquelle la Salariée était administratrice, mandataire social ou dirigeante de la Société ou de toute société affiliée, étant toutefois précisé que :
(i) this acknowledgement is not a concession, acknowledgment, or guaranty that Executive has any such rights to indemnification or coverage, (ii) this Agreement does not create any additional rights for Executive to indemnification or coverage, and (iii) Company or any Company affiliate, as applicable, retains any defenses it may have to such indemnification or coverage.	(i) cette reconnaissance ne crée pas de concession, reconnaissance ou garantie pour la Salariée de bénéficier d'une telle indemnisation ou d'une telle garantie, (ii) le Protocole ne crée aucun droit à indemnisation ou garantie supplémentaire au bénéfice de la Salariée, (iii) la Société ou toute société affiliée, selon le cas, conserve le droit de faire valoir tous moyens de défense qu'elle peut avoir face à une telle demande d'indemnisation ou de garantie.
Article 8. Representations Executive represents that: (i) she has read this Agreement including the release set forth in Article 7 above, carefully and understands all its provisions; and (ii) the benefits are above and beyond the payments or benefits otherwise owed to Executive under the terms of her employment with Cimpress or required by law. **Article 9. Non-Disparagement** To the extent permitted by law, Executive understands and agrees that as a condition of her receipt of the compensation and other benefits provided to Executive under this Agreement, she shall not make any false, disparaging or derogatory statement to any person or entity, including any media outlet, regarding Cimpress' and Cimpress Group's business affairs or financial condition. Notwithstanding the foregoing, this Article 9 does not apply to any statements or other communications covered by or contemplated in Article 10 below.	**Article 8. Déclarations** La Salariée déclare : (i) qu'elle a pris connaissance du Protocole, ainsi que de la renonciation prévue à l'article 7 ci-dessus, de manière attentive et comprend toutes ses stipulations ; et (ii) que les concessions sont supérieures aux droits auxquels la Salariée aurait pu prétendre en application de son Contrat de Travail avec Cimpress ou de la loi. **Article 9. Non dénigrement** Dans la limite de ce qui est autorisée par la loi, la Salariée comprend et accepte qu'en conséquence du paiement de l'indemnité et des autres avantages prévus par le Protocole, la Salariée s'engage à ne pas faire de fausses déclarations, dénigrantes ou désobligeantes à toutes personnes ou entités, organes de presse compris, concernant l'activité ou la situation financière de Cimpress et du Groupe Cimpress. Nonobstant ce qui précède, cet article 9 ne s'applique pas aux déclarations ou autres communications couvertes ou visées à l'article 10 ci-dessous.

Article 10. Preservation of certain rights	**Article 10. Préservation de certains droits**
The Parties agree that nothing in this Agreement or the Employment Contract shall be interpreted or applied to limit Executive's right to file a charge or complaint with or to report possible violations of U.S. federal law to the U.S. Securities and Exchange Commission or any other U.S. federal agency. The Parties further agree that nothing in this Agreement or the Employment Contract shall be interpreted or applied to limit Executive's right (i) to provide information or documents to or otherwise communicate with such governmental agencies or to participate in any investigation or proceeding that may be conducted by such governmental agencies, in each case without notice to Cimpress, or	Les Parties conviennent qu'aucune disposition du présent Protocole ou du Contrat de Travail ne doit être interprétée ou appliquée comme limitant le droit de la Salariée de d'introduire une action ou déposer une plainte ou de signaler d'éventuelles violations de la loi fédérale américaine à la U.S. Securities and Exchange Commission ou tout autre agence fédérale américaine. Les Parties conviennent en outre qu'aucune disposition du Protocole ou du Contrat de Travail ne doit être interprétée ou appliquée en vue de limiter le droit de la Salariée (i) de fournir des renseignements ou des documents ou de communiquer avec ces agences gouvernementales ou de participer à toute enquête ou procédure pouvant être menée par ces agences gouvernementales, dans chaque cas sans avoir à en informer Cimpress, ou
(ii) to receive or fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a governmental agency.	(ii) recevoir ou conserver intégralement une indemnité pécuniaire d'un programme gouvernemental de récompense des lanceurs d'alerte pour fournir des informations directement à une agence gouvernementale.
Article 11. Corporate Appointments	**Article 11. Mandats sociaux**
Cimpress confirms that Executive does not currently hold any offices, directorships or similar appointments with Cimpress or any Cimpress Group company or affiliate.	Cimpress confirme que la Salariée ne détient actuellement aucune charge, mandat social ou autre position similaire au sein de Cimpress ou de toute société du Groupe Cimpress ou société filiale.
Article 12. Amendment	**Article 12. Révision**
This Agreement shall be binding upon the Parties and may not be modified in any manner, except by an instrument in writing of concurrent or subsequent date signed by duly authorized representatives of the Parties hereto. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective agents, assigns, heirs, executors, successors and administrators.	Ce Protocole est juridiquement contraignant à l'égard des Parties et ne pourra pas être modifié, de quelque manière qu'il soit, sauf par accord écrit signé à la même date ou à une date postérieure au Protocole, par des représentants dûment autorisés des Parties. Ce Protocole lie les Parties et sera applicable à celles-ci, ainsi que leurs agents, ayants-droits, successeurs, créanciers et administrateurs respectifs.
Article 13. No waiver	**Article 13. Absence de renonciation**
No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by a Party on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.	Aucun délai ou omission d'une des Parties dans l'exercice d'un droit acquis au terme de ce Protocole ne vaudra renonciation du droit en question ou de tout autre droit. Une renonciation ou un consentement ponctuellement donné par une Partie n'aura d'effet que pour le droit en question et ne pourra pas valablement valoir renonciation ou exclusion à faire valoir tout autre droit en toute autre occasion.
Article 14. Validity et interpretation.	**Article 14. Validité et interprétation**
Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal and/or invalid part, term or provision shall be deemed not to be a part of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein.	Dans le cas où une stipulation du Protocole devrait être déclarée ou considérée nulle ou inapplicable par une juridiction compétente, la validité des autres éléments, termes et stipulations ne sera pas affecté et les éléments, termes et stipulations déclarés nuls et/ou inapplicables seront réputés non écrits. Le Protocole sera interprété sans tenir compte d'aucune présomption ou règle exigeant une interprétation à l'encontre de la Partie rédactrice de l'instrument juridique ou qui a fait rédiger cet instrument. Les annexes et pièces visées aux présentes seront interprétées comme formant un tout faisant partie intégrante du Protocole comme si elles étaient énoncées textuellement dans le présent document.

Whenever the singular is used in this Agreement, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate.	Chaque fois que le singulier est utilisé dans le Protocole, celui-ci doit inclure le pluriel, et chaque fois que le pluriel est utilisé, il doit inclure, le cas échéant, le singulier.
When used as part of numbers expressed in this Agreement, a comma is used to separate thousands and a period is used as a decimal point.	Dans le cadre de l'écriture des nombres exprimés dans ce Protocole, une virgule est utilisée pour séparer les milliers et un point est utilisé comme point décimal.
Article 15. Voluntary Assent	**Article 15. Consentement libre**
Executive affirms that no other promises or agreements of any kind have been made to or with her by any person or entity whatsoever to cause her to sign this Agreement, that Executive benefited from sufficient time and aid from her lawyer prior to the signature of this Agreement and that Executive fully understands the meaning and intent of this Agreement.	La Salariée reconnaît qu'aucun autre accord ou aucune autre promesse de n'importe quelle nature ne lui a été fait par toute personne ou entité, quelle qu'elle soit, qui l'aurait incité à signer le présent Protocole, que la Salariée a bénéficié de suffisamment de temps et de l'assistance de son avocat préalablement à la signature du Protocole, et que la Salariée comprend pleinement le sens et l'objectif du Protocole.
Article 16. Language, governing law and forum	**Article 16. Langue, loi applicable et élection de juridiction**
In case of discrepancy between the French and the English versions of this Agreement, the Parties agree that the French version shall prevail. This Agreement shall be governed by and construed in accordance with the French laws, subject to the terms of Article 14. Any legal suit, action or proceeding arising out of or related to this Agreement shall be instituted exclusively a court sitting in Paris (France) and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.	En cas de divergence entre les versions anglaise et française de ce Protocole, les Parties conviennent que la version française prévaudra. Ce Protocole sera régi et interprété conformément au droit français, sous réserve des précisions contenues à l'article 14. Toute instance, action ou poursuite liée à ou résultant de l'application de ce Protocole sera portée exclusivement devant les juridictions siégeant à Paris (France) et chacune des Parties se soumet de manière irrévocable à la juridiction exclusive de ces tribunaux en cas de poursuites, instances et actions.
Article 17. Entire Agreement	**Article 17. Intégralité des accords**
This Agreement, contains and constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and cancels all previous oral and written negotiations, agreements, commitments and writings in connection therewith, including, without limitation, any such negotiations, agreements, commitments or writings relating to severance or other potential payments or benefits to Executive in the event of the termination of her employment with Cimpress, including, without limitation, the Executive Retention Agreement.	Ce Protocole comprend et constitue l'intégralité des conventions et engagements des Parties au titre des sujets qui en sont l'objet et annule tous autres négociations écrites ou orales, accords, engagements et conventions antérieurs relatif aux présents, incluant, mais sans se limiter à, toutes négociations, accords, engagements ou conventions concernant les indemnités de licenciements ou tous autres versements ou avantages potentiellement accordés à la Salariée résultant de la rupture de son Contrat de Travail, incluant l'Executive Retention Agreement.
As a consequence of the Agreement, each of the Parties acknowledges that the other party no longer has any debt or claim whatsoever in respect of it and that all accounts between the Parties have been definitively paid and settled in all matters. Nothing in this Article 17 shall modify, cancel or supersede the obligations of Executive set forth in Articles 4, 5 and 6 herein.	Au vu du Protocole, chaque Partie reconnait que l'autre Partie n'a plus de dettes ou prétentions quelle qu'elles soient envers elle et que tous les comptes entre les Parties ont été définitivement réglés. Cet article 17 ne peut en aucun cas être considéré comme une modification ou une annulation des obligations de la Salariée telles qu'énoncées aux articles 4, 5 et 6 ci-dessus.

<table>
<tr>
<td>Each Party undertakes to perform in good faith and without reservation the Agreement established in accordance with Articles 2044 et seq. of the French Civil Code.

IN WITNESS WHEREOF, the Parties have executed this Agreement in two original copies under seal effective as of the date of the last signature below.

After having initialled each page, the signature of each of the Parties must be preceded by the hand-written endorsement “lu et approuvé, bon pour transaction définitive et sans réserve” (Read and approved, agreement to a definitive and unreserved settlement).

Date: 22 mars, 2017

Lu et approuvé

Bon pour transaction définitive et sans réserve

/s/Robert Keane

CIMPRESS FRANCE SARL
Represented by/ Représentée par:
Robert KEANE
General Manager / Gérant</td>
<td>Chaque Partie s’engage à exécuter loyalement et sans réserve le Protocole établit conformément aux articles 2044 et suivants du Code Civil.

EN FOI DE QUOI les Parties ont rédigé ce Protocole en deux exemplaires originaux exécutoires à compter de la date de la dernière signature apposée ci-dessous.

Après avoir paraphé chacune des pages précédentes, les Parties devront faire précéder leur signature de la mention manuscrite “lu et approuvé, bon pour transaction définitive et sans réserve”.

Date: 22 mars, 2017

lu et approuvé, bon pour transaction définitive et sans réserve

/s/Ashley Hubka

Ashley HUBKA</td>
</tr>
<tr>
<td>Cimpress Contact Person:

Ara Deirmendjian
Cimpress USA Incorporated
275 Wyman Street
Waltham, MA 02451 USA
Tel. +1-781-652-6805</td>
<td></td>
</tr>
</table>

<u>ANNEX 1</u>	**<u>ANNEXE 1</u>**
<u>Performance Share Units Plan</u> **(Article 2 (d) of the Agreement)** **In English only**	**<u>Plan d’actions au rendement (PSUs)</u>** **(article 2 (d) du Protocole)** **En anglais uniquement**

ANNEX 2	ANNEXE 2
EXECUTIVE’S BANK WIRE TRANSFER DETAILS	**COORDONNES BANCAIRES DE LA SALARIEE**

SETTLEMENT AGREEMENT

THE UNDERSIGNED:

Vistaprint B.V., a private company with limited liability organized under the laws of the Netherlands, having its registered office at Hudsonweg 8, 5928 LW Venlo, The Netherlands, ("Vistaprint");

Cimpress N.V., a public company with limited liability organized under the laws of the Netherlands (collectively with its subsidiaries and affiliates, "Cimpress");

and

Mr. Wilhelm G. A. Jacobs, an individual ("Executive").

WHEREAS:

A. Executive has been employed by Vistaprint since May 1, 2011, on the basis of a Contract of Employment dated 9 February 2011 (the "Employment Contract");

B. Executive currently serves on the management board of Cimpress N.V. and is a managing director of Cimpress Ireland Limited and Cimpress UK Manufacturing Limited, both wholly-owned subsidiaries of Cimpress N.V.;

C. As a result of an international (strategic) reorientation, the position(s) of Executive have become redundant, whilst no other suitable positions in the international group of Cimpress are available, leaving thus no other alternative then to terminate the Employment Contract of Executive;

D. At Vistaprint's initiative, Vistaprint has had consultations with Executive regarding the terms and conditions for the termination of his employment by mutual consent, and Executive has had the opportunity to confer with legal counsel of his own choosing regarding the same; and

E. Following such consultations, the parties have mutually agreed to terminate Executive's employment on and pursuant to the terms and conditions of this Agreement, and in accordance with article 7:900 of the Dutch Civil Code, whilst Vistaprint has pointed out to Executive his legal right to nullify this Agreement within 14 days after it has been concluded, without providing any reason, by means of a written declaration to Vistaprint, in line with article 7: 670b of the Dutch Civil Code.

HAVE AGREED AS FOLLOWS:

1. Termination Date. At the initiative of Vistaprint, the Employment Contract and the employment relationship between the parties shall terminate, with mutual consent and without further action on the part of any of the parties, upon the close of business on 31 May 2017 (the "Termination Date"). As from the date of this Agreement through the Termination Date (the "Transition Period"), Executive will not be required to come to Vistaprint's offices or perform any of his regular job responsibilities for Vistaprint or Cimpress generally; provided, however, that Executive shall be available by telephone during regular business hours to answer any questions that Cimpress' CEO or other senior Cimpress officers may have from time to time during the Transition Period. Any outstanding holidays will as per the Termination Date will be paid out to Executive.

2. Transition Period. During the period from the date of this Agreement through the Termination Date, Executive will continue to receive from Vistaprint his base salary at the rate that was in effect immediately before the execution of this Agreement (the "Base Salary"), and will continue to receive from Vistaprint the same fringe benefits, holiday allowance accrual and payment, and equity vesting to which he was entitled immediately before the execution of this Agreement, subject to and in accordance with Vistaprint's and Cimpress' normal policies, practices and written agreements as applicable. Vistaprint will continue its obligations based on the current pension scheme during such period. Vistaprint will provide a final settlement with respect to any amounts still due until the Termination Date. This final settlement shall only concern any pro-rated 8% holiday allowance and payment of the outstanding holidays.

3. Severance Benefits. In case the Employment Contract ends in the manner as stipulated in Article 1 above, and subject to Executive's compliance with and satisfaction of the other terms and conditions of this Agreement, Vistaprint or Cimpress, as applicable, shall pay or otherwise provide to Executive the following severance benefits:

(a) Vistaprint shall make a severance payment to Executive in the amount of EUR 322,500 gross, which equals 9 months of Base Salary, within thirty (30) days following the Termination Date.

(b) Vistaprint shall make a one-time, lump sum payment to Executive in the amount of $187,500 USD gross, which is the aggregate amount scheduled to vest on or about 30 June 2017 in respect of all Cash LTI awards previously granted to Executive under Cimpress' Cash LTI plan (the "Cash LTI In Lieu Of Payment"). Vistaprint shall pay the Cash LTI In Lieu Of Payment to Executive in Euros at or before the time that a Cash LTI payout would have been made to Executive had executive remained regularly employed by Vistaprint through the end of Cimpress' 2017 fiscal year, currently expected to be August 2017. Vistaprint will convert such payment amount from U.S. Dollars to Euros using the exchange rate for 30 June 2017 as is made available in Vistaprint's SAP system (which is the exchange rate resource customarily relied upon by Cimpress personnel to calcuate payment amounts for payroll and LTI compensation payment purposes).

(c) Cimpress shall accelerate the vesting of Cimpress restricted share units ("RSUs") held by Executive that, under the terms of the respective RSU agreements, are scheduled to vest during the period commencing upon 28 February 2017 and ending 28 February 2018, so that such RSUs will be fully vested as of 28 February 2017 (or the first such date thereafter as is administratively feasible); provided, however, that for purposes of this clause (c), Cimpress will deem the RSUs granted to Executive in May 2016 to be subject to Cimpress' standard RSU vesting terms (namely, 25% of the original number of units vest on the first anniversary of the RSU grant, with 6.25% of the original number of units vesting quarterly over three years). Executive understands and acknowledges that the vesting of RSUs representing a total of 3,931 Cimpress shares is expected to be accelerated under this clause (c).

(d) Cimpress shall accelerate the vesting of all Cimpress premium-priced share options ("PPSOs") held by Executive that, under the terms of the respective share option agreements, are scheduled to vest during the period commencing upon 28 February 2017 and ending 28 February 2018, so that such PPSOs will be fully vested as of 28 February 2017 (or the first such date thereafter as is administratively feasible). Executive understands and acknowledges that the vesting of PPSOs to purchase a total of 792 Cimpress shares is expected to be accelerated under this clause (d). Further, and after giving effect to the accelerated vesting described in this clause (d), Cimpress shall extend to 31 August 2017 (and further extend to 31 December 2017 subject to the approval of Cimpress' Supervisory Board, which Cimpress' senior management intends to seek) the deadline for exercising all vested PPSOs and any other Cimpress nonqualified share options (collectively with PPSOs, "NSOs") then held by Executive.

(e) Cimpress shall fully accelerate the service-based vesting of 25% of the Cimpress N.V. performance share units ("PSUs") held by Executive (rounded to a whole share), so that such PSUs will be vested (from a service time standpoint only) as of Executive's last day of employment (or the first such date thereafter as is administratively feasible). For avoidance of doubt, no changes will be made to the performance conditions (as described in section 3 of the respective PSU agreement) applicable to such PSUs.

(f) In connection with certain tax liabilities incurred by Executive in connection with his prior assignment to Cimpress' office in Winterthur, Switzerland, and subject to Executive's satisfaction of all his obligations under this Agreement, Vistaprint shall make a one-time, lump sum payment to the Executive in an amount equal to EUR 38,000 gross. Vistaprint shall make such payment to Executive on or before 30 June 2017.

(g) To reimburse incidental and miscellaneous expenses that Executive may incur in connection with his departure from Cimpress (other than legal fees, which are addressed in Article 13 below), Vistaprint shall make a one-time, lump sum payment to Executive in an amount equal to $50,000 USD gross *less* the Legal Fee Invoice Amount (as defined below). Vistaprint shall make such payment to Executive in Euros within thirty (30) days following Vistaprint's receipt of the legal fee invoice contemplated in Article 13 below; provided, however, if no such invoice is timely received, Vistaprint shall make such payment to Executive on or before 30 April 2017. Vistaprint will convert such payment amount from U.S. Dollars to Euros at or around the time of payment using the then most-current exchange rate available in Vistaprint's SAP system (which is the exchange rate resource customarily relied upon by Cimpress personnel to calcuate payment amounts for payroll and LTI compensation payment purposes).

(h) Cimpress shall provide Executive with the same level of tax filing assistance with regard to Executive's tax filings for calendar year 2016 and calendar year 2017 that it has provided to Executive with regard to his calendar year 2015 tax filings. Vistaprint shall reasonably endeavor to arrange that such tax filing assistance will be provided by to Executive by PwC (PriceaterhouseCoopers), which currently provides Executive with tax filing assistance; provided, however, that Executive acknowledges that PwC is Cimpress' global auditing firm and PwC may be engaged to provide such tax filing assistance only so long as is permitted under the applicable auditor independence and similar regulations and considerations bearing on the overall Cimpress-PwC engagement.

(i) Cimpress shall arrange for Executive to receive, at Cimpress' expense subject to a EUR 25,000 (excluding VAT) cap, outplacement services from a reputable outplacement firm selected by Executive (the "Outplacement Services"). The Outplacement Services shall be provided during the period commencing within a reasonable time following the date of this Agreement and ending upon the earlier of (i) Executive's acceptance of new employment and (ii) 28 February 2018. No cash payments will be made to Executive in the event Executive elects not to utilize any or all of the outplacement services.

The severance benefits described in this Article 3 are gross amounts and will be paid or provided to Executive after the normal deductions (taxes; social security, etc) have been made thereof by Cimpress and/or Vistaprint. Parties wish to settle the entitlements of Executive to all benefits according to and as agreed upon in this paragraph of the Agreement. In case any of the amounts of share units and/or share options mentioned in this Agreement would not be in line with any vesting schedule mentioned in any applicable equity plan or award agreement, the amounts mentioned in this Agreement will prevail.

4. Certain Executive Acknowledgements. Executive understands and acknowledges that, owing to the termination of his employment with Vistaprint on the Termination Date, (i) all of Executive's rights to participate in and receive payouts under any and all existing or future Cimpress long-term incentive compensation plans and programs (collectively, "Cimpress LTI programs") will terminate effective as of the Termination Date, and accordingly Executive will not be eligible to receive a payout under the Cimpress LTI programs in respect of the Cimpress' 2017 fiscal year or any subsequent fiscal year; and (ii) all unvested NSOs, RSUs and PSUs held by Executive on the Termination Date (after given effect to the accelerations contemplated in Article 3 above) will be forfeited in accordance with their terms. Executive further acknowledges that except for the NSOs, RSUs and PSUs awarded to him by Cimpress and reflected in Executive's Cimpress-related E*TRADE stock plan account, he holds no NSOs, RSUs, PSUs or other rights to purchase or otherwise acquire Cimpress shares (or any Cimpress affiliate). For avoidance of doubt, this Article 4 does not address or otherwise apply to the "in lieu of" payment described in Article 3 above.

5. Post Contractual Clauses. All post-contractual clauses contained in the Employment Contract and/or additional regulations will survive and, subject to Article 12 below, remain in full force after the Termination Date, including, without limitation, the clauses in article 10 (secrecy), article 11 (non-competition clause), article 12 (fine clause), article 14 (presentation after the end of the employment contract), and article 16 (Intellectual and industrial property rights) within the Employment Contract.

6. Return of Company Property. To the extent that the Exectutive was issued such items or he has such items in his possession, custody or control, the Executive agrees and warrants that on 28 February 2017 at the latest, he will return to Cimpress all keys, files, records (and copies thereof), equipment (including, but not limited to, computer hardware, software and printers, wireless handheld devices, cellular phones, pagers, etc.), Cimpress identification, and any other Cimpress-owned or Cimpress-leased property in his possession or control and will leave intact all electronic Cimpress documents, records and files, including but not limited to those that he developed or helped to develop during his employment with Vistaprint. Executive further agrees and warrants that on 28 February 2017 at the latest, he will have cancelled all accounts for his benefit, if any, in Cimpress's name, including but not limited to, credit cards, telephone charge cards, cellular phone and/or pager accounts and computer accounts. In addition, Executive agrees and warrants that on 28 February 2017 at the latest, he will have transferred to Cimpress all rights in and control over (including all logins, passwords and the like) any and all accounts, subscriptions and/or registrations, electronic or otherwise, that he opened and/or maintained in his own name, but on behalf of or for the benefit of Cimpress, during the course of his employment. Executive agrees that, in the event that any such transfers have not been fully effected as of 28 February 2017 at the latest, he will execute such instruments and other documents and take such other steps as Cimpress may reasonably request from time to time in order to complete the transfer of any such accounts, subscriptions and/or registrations. Notwithstanding the foregoing, (i) Vistaprint agrees that Executive may continue to use his Vistaprint-issued mobile phone and his Vistaprint-leased company car through and including 31 May 2017, subject to same rules, policies and limitations that currently apply and provided that Executive's usage in each case does not exceed previously-established customary levels; and (ii) Vistaprint agrees to sell to Executive his Vistaprint-issued laptop for a *de minimis* purchase price of EUR 1 (and subject to be laptop first being "wiped" by Vistaprint IT personnel to remove all Cimpress-related software and data).

7. Resignation from Cimpress Positions. To the extent not already effected prior to the execution of this Agreement, Executive agrees to execute and deliver to Cimpress all such resignation letters, instruments or other documents as may be reasonably requested by Cimpress to effect Executive's immediate resignation from the management board of Cimpress and all offices and other positions held by Executive within any Cimpress subsidiary or affiliate.

8. Discharge. Cimpress will endeavor to request that, as the next occurring annual general meeting of shareholders of Cimpress , the shareholders discharge Executive from liability with respect to the exercise of his duties as a member of the management board of Cimpress during the fiscal year ending 30 June 2017. This commitment is made on the basis that Executive declares that at the date hereof, Executive is not aware of any facts and/or circumstances that could reasonably be a reason for Cimpress 's annual general meeting of shareholders to grant him such discharge.

9. General Release and Waiver of All Claims.

(a) In the negotiations, the Parties have had the opportunity of to address all (potential) rights, obligations and points of dispute. Except for the observance of the rights and obligations set forth in this Settlement Agreement, the Executive hereby fully, forever, irrevocably and unconditionally releases, remises and discharges Cimpress , its corporate affiliates (including Vistaprint), and its and their respective officers, directors, employees, stockholders, subsidiaries, parent companies, agents and representatives (each in their individual and corporate capacities) (hereinafter, the "Released Parties") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, liabilities, and expenses (including attorneys' fees and costs), of every kind and nature which he has ever had or now has against the Released Parties in any way arising out of or relating to his employment with Vistaprint, the termination of his employment with Vistaprint and/or any other dealings Executive has had with Cimpress (including Vistaprint); provided, however, that this General Release and Waiver of All Claims does not cover claims that cannot be waived as a matter of law.

(b) Executive understands and agrees that the claims released in this Article 9 include not only claims presently known to him or her, but also all unknown or unanticipated claims, rights, demands, actions, obligations, liabilities and causes of action of every kind and character that would otherwise come within the scope of the released claims as described in this Article 9. Executive understands that he may hereafter discover facts different from what Executive now believes to be true that, if known, could have materially affected this Agreement, but Executive nevertheless waives and releases any claims or rights based on different or additional facts.

(c) The amounts described in Articles 1 through 3 above shall be complete and unconditional payment, accord and/or satisfaction with respect to all obligations and liabilities of the Released Parties to Executive, including, without limitation, all claims for back wages, salary, vacation pay, incentive pay, bonuses, equity awards, severance pay, reimbursement of expenses, any and all other forms of compensation or benefits, attorney's fees, or other costs or sums.

(d) Vistaprint and Cimpress agree that Executive is not releasing any claims or rights Executive may have for indemnification under applicable law or any governing document of Cimpress or any Cimpress affiliate, or under any indemnification agreement with Cimpress or under any insurance policy providing directors' and officers' coverage for any lawsuit or claim relating to the period when Executive was a director, officer, or Executive of Cimpress or any Cimpress affiliate; provided, however, that (i) this acknowledgement is not a concession, acknowledgment, or guaranty that Executive has any such rights to indemnification or coverage, (ii) this Agreement does not create any additional rights for Executive to indemnification or coverage, and (iii) Cimpress retains any defenses it may have to such indemnification or coverage.

10. Non-Disparagement. To the extent permitted by law, Exectutive shall not, directly or indirectly through others, make any false, disparaging or derogatory statement to any person or entity, including to or through any media, regarding Cimpress (including Vistaprint) or any of its directors, officers, employees, agents or representatives or about Cimpress's business affairs, business practices or financial condition. For the avoidance of doubt, this provision applies to any statement that has or reasonably could be expected to have an adverse effect on Cimpress's business or reputation. Notwithstanding the foregoing, this Article 10 does not apply to any statements or other communications covered by or contemplated in Article 12 below. Cimpress shall ensure that the members of the Cimpress Executive Team (i.e. Mr. Robert Keane, Mr. Sean Quinn, Ms Trynka Shineman, Mr Maarten Wensveen, Mr Kees Arends and Mr Peter Kelly) shall not, directly or indirectly through others, make any false, disparaging or derogatory statement about the Executive to any person or entity, including to or through any media.

11. Cooperation. Executive agrees that until the termination of his employment, he will reasonably cooperate with Cimpress and its counsel, at Cimpress's expense, in connection with any investigation, administrative proceeding or litigation conducted or defended by Cimpress. Executive agrees that, in the event that he is subpoenaed or otherwise required by any person or entity (including, but not limited to, any government agency) to give testimony (in a deposition, court proceeding or otherwise) that in any way relates to his employment with Cimpress/Vistaprint, he will give prompt notice of such request to the General Counsel of Cimpress and will make no disclosure until Cimpress has had a reasonable opportunity to contest the right of the requesting person or entity to such disclosure. Notwithstanding the foregoing, this Article 11 does not apply to any investigation, administrative proceeding or litigation described or contemplated in Article 12 below.

12. Preservation of Certain Rights. The parties agree that nothing in this Agreement or the Employment Contract shall be interpreted or applied to limit Executive's right to file a charge or complaint with or to report possible violations of U.S. federal law to the U.S. Securities and Exchange Commission or any other U.S. federal agency. The parties further agree that nothing in this Agreement or the Employment Contract shall be interpreted or applied to limit Executive's right (i) to provide information or documents to or otherwise communicate with such governmental agencies, or to participate in any investigation or proceeding that may be conducted by such governmental agencies, in each case without notice to Cimpress, or (ii) to receive or fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a governmental agency.

13. Legal Fees. Vistaprint shall pay the legal fees incurred by Executive in connection with the review, negotiation and execution of this Agreement up to a maximum amount of EUR 30,000 (inclusive of all offices charges, but excluding VAT); provided, however, that Vistaprint shall have such legal fee payment obligation only if Executive's legal counsel delivers a final, complete invoice (supported by proper documentation) to Vistaprint (by email, to the attention of Paul McDermott) on or before 31 March 2017. For purposes of this Agreement, the term "Legal Fee Invoice Amount" means the stated amount of such final, complete invoice excluding the applicable VAT.

14. Nature of Agreement. Executive understands and agrees that this Agreement is a settlement agreement (in Dutch: "*Vaststellingsovereenkomst*") in the sense of article 7:900 Dutch Civil Code. This Agreement does not

constitute an admission by Cimpress of liability or wrongdoing of any kind on its part.

15. Right to terminate earlier. This Agreement does not affect the legal entitlement of Vistaprint to terminate the Employment Contract before the Termination Date due to an urgent cause in line with articles 7: 677 and 7: 678 of the Dutch Civil Code. Should that be the case, then this Agreement is no longer in place and Executive cannot deprive any rights of this Agreement.

16. Illness. In the event Executive becomes unable to perform his duties due to sickness, this will not affect this Agreement. In the event Executive becomes ill on the Termination Date or within 28 days upon the Termination Date, Executive is obliged to report this illness immediately to Vistaprint in the usual manner and comply with any instruction and (internal) guidelines given by Vistaprint and or its company doctors as well as mandatory Dutch law (*Ziektewet, WIA, IVA etc*) and provide any and all information necessary based on this rules and regulations to Vistaprint, its company doctors and/or the relevant authorities as UWV.

17. No other position. Executive declares that on the date of signing this Agreement, he has no other job or paid work elsewhere. The Executive is obliged to repay any and all severance benefits to Cimpress/ Vistaprint immediately, if this statement proves to be incorrect.

18. Amendment. This Agreement shall be binding upon the parties and may not be modified in any manner, except by an instrument in writing of concurrent or subsequent date signed by duly authorized representatives of the parties hereto. This Agreement is binding upon and shall inure to the benefit of the parties and their respective agents, assigns, heirs, executors, successors and administrators.

19. No Waiver. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by a party on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

20. Validity. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal and/or invalid part, term or provision shall be deemed not to be a part of this Agreement.

21. Voluntary Assent. Executive affirms that no other promises or agreements of any kind have been made to or with him by any person or entity whatsoever to cause him to sign this Agreement, and that he fully understand the meaning and intent of this Agreement. The parties have held consultations about the termination of Executive's employment and Employment Contract, and during these consultations the Executive has had the opportunity to consult with a legal advisor of his own choosing.

22. Interpretation. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. Whenever the singular is used in this Agreement, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate. When used as part of numbers expressed in this Agreement, a comma is used to separate thousands and a period is used as a decimal point.

23. Cash payment obligation joint and several. All cash payment obligations under this Agreement are joint and several. All other obligations, inter alia those relating to equity, are not.

24. Applicable Law; Forum. This Agreement is governed by Dutch law. The courts of Limburg have exclusive jurisdiction in case of disputes between the parties arising out of or relating to this Agreement

25. Entire Agreement. This Agreement, along with the surviving provisions of the Employment Contract, contains and constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and cancels all previous oral and written negotiations, agreements, commitments and writings in connection therewith, including, without limitation, any such negotiations, agreements, commitments or writings relating to severance or other potential payments or benefits to Executive in the event of the termination of his employment with Vistaprint.

This Settlement Agreement has been signed in duplicate in Venlo, the Netherlands as of 17 February 2017.

VISTAPRINT B.V.	EXECUTIVE:
By:/s/Sean E. Quinn Sean Quinn Managing Director	/s/Wilhelm G.A. Jacobs Wilhelm G.A. Jacobs

CIMPRESS N.V.

By:/s/Robert Keane
Robert Keane
President and Chief Executive Officer

Exhibit 31.1

CERTIFICATION

I, Robert S. Keane, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Cimpress N.V.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrants fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 27, 2017

/s/ Robert S. Keane

Robert S. Keane
Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Sean E. Quinn, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Cimpress N.V.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrants fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 27, 2017

/s/ Sean E. Quinn

Sean E. Quinn
Chief Financial Officer

Exhibit 32.1

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Cimpress N.V. (the “Company”) for the fiscal quarter ended March 31, 2017 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), the undersigned, Robert S. Keane, Chief Executive Officer, and Sean E. Quinn, Chief Financial Officer, of the Company, each hereby certifies, pursuant to 18 U.S.C. Section 1350, that, to his knowledge on the date hereof:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 27, 2017

/s/ Robert S. Keane

Robert S. Keane
Chief Executive Officer

Date: April 27, 2017

/s/ Sean E. Quinn

Sean E. Quinn
Chief Financial Officer