

# VISTAPRINT N.V. (VPRT)

## 10-Q

Quarterly report pursuant to sections 13 or 15(d)

Filed on 10/28/2011

Filed Period 09/30/2011

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

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**FORM 10-Q**

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**Quarterly report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**  
For the Quarterly Period Ended September 30, 2011

OR

**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

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**VISTAPRINT N.V.**  
(Exact Name of Registrant as Specified in its Charter)

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The Netherlands  
(State or Other Jurisdiction of  
Incorporation or Organization)

98-0417483  
(I.R.S. Employer  
Identification No.)

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

31-77-850-7700  
(Registrant's Telephone Number, Including Area Code)

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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

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a small reporting company. See definitions of "large accelerated filer," "accelerated filer," "non-accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (check one):

Large accelerated filer       Accelerated filer       Non-accelerated filer       Smaller Reporting Company   
(Do not check if a smaller reporting company)

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

As of October 21, 2011, there were outstanding 38,411,630 ordinary shares of the registrant, par value €01 per share.

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**PART I. FINANCIAL INFORMATION****ITEM 1. FINANCIAL STATEMENTS****VISTAPRINT N.V.****CONDENSED CONSOLIDATED BALANCE SHEETS**  
**(Unaudited in thousands, except share and per share data)**

	<u>September 30,</u> <u>2011</u>	<u>June 30,</u> <u>2011</u>
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 161,092	\$236,552
Marketable securities	—	529
Accounts receivable, net of allowances of \$183 and \$243, respectively	12,714	13,389
Inventory	8,462	8,377
Prepaid expenses and other current assets	<u>11,704</u>	<u>13,444</u>
Total current assets	193,972	272,291
Property, plant and equipment, net	253,611	262,104
Software and website development costs, net	6,135	6,046
Deferred tax assets	6,438	6,522
Other assets	<u>8,822</u>	<u>8,937</u>
Total assets	<u>\$ 468,978</u>	<u>\$555,900</u>
<b>Liabilities and shareholders' equity</b>		
Current liabilities:		
Accounts payable	\$ 14,465	\$ 15,998
Accrued expenses	73,246	68,989
Deferred revenue	<u>9,346</u>	<u>8,819</u>
Total current liabilities	97,057	93,806
Deferred tax liabilities	3,530	3,794
Other liabilities	<u>8,214</u>	<u>8,207</u>
Total liabilities	<u>108,801</u>	<u>105,807</u>
Commitments and contingencies (Note 7)		
Shareholders' equity:		
Preferred shares, par value €0.01 per share, 120,000,000 shares authorized; none issued and outstanding	—	—
Ordinary shares, par value €0.01 per share, 120,000,000 shares authorized; 49,950,289 and 49,950,289 shares issued and 40,151,267 and 43,144,718 shares outstanding, respectively	699	699
Treasury shares, at cost, 9,799,022 and 6,805,571 shares, respectively	(176,019)	(85,377)
Additional paid-in capital	276,617	273,260
Retained earnings	256,806	248,634
Accumulated other comprehensive income	<u>2,074</u>	<u>12,877</u>
Total shareholders' equity	<u>360,177</u>	<u>450,093</u>
Total liabilities and shareholders' equity	<u>\$ 468,978</u>	<u>\$555,900</u>

See accompanying notes.

## VISTAPRINT N.V.

CONDENSED CONSOLIDATED STATEMENTS OF INCOME  
(Unaudited in thousands, except share and per share data)

	Three Months Ended	
	September 30,	
	2011	2010
Revenue	\$ 212,360	\$ 170,487
Cost of revenue (1)	78,064	62,833
Technology and development expense (1)	26,674	23,207
Marketing and selling expense (1)	76,344	57,533
General and administrative expense (1)	21,532	14,581
Income from operations	9,746	12,333
Interest income	83	99
Other income (expense), net	450	(252)
Interest expense	—	107
Income before income taxes	10,279	12,073
Income tax provision	2,107	1,292
Net income	\$ 8,172	\$ 10,781
Basic net income per share	\$ 0.20	\$ 0.25
Diluted net income per share	\$ 0.19	\$ 0.24
Weighted average shares outstanding—basic	41,256,341	43,895,913
Weighted average shares outstanding—diluted	42,309,506	45,231,388

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

	Three Months Ended	
	September 30,	
	2011	2010
Cost of revenue	\$ 94	\$ 203
Technology and development expense	859	1,132
Marketing and selling expense	555	1,049
General and administrative expense	3,215	2,987

See accompanying notes.

**VISTAPRINT N.V.**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(Unaudited in thousands)

	Three Months Ended	
	September 30,	
	2011	2010
<b>Operating activities</b>		
Net income	\$ 8,172	\$ 10,781
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	13,107	12,128
Loss on sale, disposal, or impairment of long-lived assets	26	11
Amortization of premiums and discounts on marketable securities	—	83
Share-based compensation expense	4,723	5,371
Excess tax benefits derived from share-based compensation awards	(134)	(149)
Deferred income taxes	(253)	(70)
Changes in operating assets and liabilities:		
Accounts receivable	309	(1,376)
Inventory	(442)	(498)
Prepaid expenses and other assets	(1,221)	(894)
Accounts payable	(1,951)	(5,106)
Accrued expenses and other liabilities	8,205	(1,479)
Net cash provided by operating activities	<u>30,541</u>	<u>18,802</u>
<b>Investing activities</b>		
Purchases of property, plant and equipment	(10,998)	(14,147)
Maturities and redemptions of marketable securities	529	1,900
Purchases of intangible assets	(89)	—
Capitalization of software and website development costs	(1,682)	(1,791)
Net cash used in investing activities	<u>(12,240)</u>	<u>(14,038)</u>
<b>Financing activities</b>		
Repayments of long-term debt	—	(333)
Payments of withholding taxes in connection with vesting of restricted share units	(1,075)	(1,287)
Repurchases of ordinary shares	(91,088)	—
Excess tax benefits derived from share-based compensation awards	134	149
Proceeds from issuance of shares	69	661
Net cash used in financing activities	<u>(91,960)</u>	<u>(810)</u>
Effect of exchange rate changes on cash	(1,801)	2,301
Net (decrease) increase in cash and cash equivalents	(75,460)	6,255
Cash and cash equivalents at beginning of period	236,552	162,727
Cash and cash equivalents at end of period	<u>\$ 161,092</u>	<u>\$ 168,982</u>

See accompanying notes.

VISTAPRINT N.V.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS  
(Unaudited in thousands, except share and per share data)

**1. Description of the Business**

The Vistaprint group of companies offers micro businesses the ability to market their businesses with a broad range of brand identity and promotional products, marketing services and digital solutions. Through the use of proprietary Internet-based graphic design software, localized websites, proprietary order receiving and processing technologies and advanced computer integrated production facilities, we offer a broad spectrum of products, such as business cards, website hosting, apparel, signage, promotional gifts, brochures, online marketing and creative services. We focus on serving the marketing, graphic design and printing needs of the micro business market, generally businesses or organizations with fewer than 10 employees and usually 2 or fewer. We also provide personalized products for home and family use.

**2. Summary of Significant Accounting Policies**

*Basis of Presentation*

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

The accompanying unaudited condensed 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 a fair presentation 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. Operating results for the three months ended September 30, 2011 are not necessarily indicative of the results that may be expected for the year ending June 30, 2012 or for any other period. The condensed consolidated balance sheet at June 30, 2011 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 condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements for the year ended June 30, 2011 included in the our Annual Report on Form 10-K filed with the United States Securities and Exchange Commission (the "SEC").

*Cash, Cash Equivalents and Marketable Securities*

We consider all highly liquid investments purchased with an original maturity of three months or less to be the equivalent of cash for the purpose of balance sheet and statement of cash flows presentation. Marketable securities, when held, consist primarily of investment-grade corporate bonds, U.S. government agency issues, and certificates of deposit. At June 30, 2011, we held one municipal auction rate security ("ARS"), which was redeemed in the three months ended September 30, 2011 under a tender offer initiated by the issuer. We did not hold any marketable securities as of September 30, 2011.

We review our investments for other-than-temporary impairment whenever the fair value of an investment is less than amortized cost and evidence indicates that an investment's carrying amount is not recoverable within a reasonable period of time. There were no other-than-temporary impairments during the three months ended September 30, 2011 and 2010.

The carrying value of our cash, cash equivalents and marketable securities at September 30, 2011 and June 30, 2011 is equal to fair value.

*Inventories*

Inventories consist primarily of raw materials and are recorded at the lower of cost or market value using a first-in, first-out method.

*Treasury Shares*

Treasury shares are accounted for under the cost method and included as a component of shareholders' equity. During the three months ended September 30, 2011, we repurchased 3,074,832 of our ordinary shares for a total cost of \$91,088,

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inclusive of transaction costs, in connection with our publicly announced share repurchase program authorized by our Supervisory Board on November 4, 2010. There is no amount remaining available for future purchases under this program; however, on October 3, 2011, we announced that our Supervisory Board authorized the repurchase of up to 10% of our outstanding ordinary shares on the open market (including block trades that satisfy the safe harbor provisions of Rule 10b-18 pursuant to the Securities Exchange Act of 1934) or in one or more self tender offers.

### ***Share-Based Compensation***

During the three months ended September 30, 2011 and 2010, we recorded share-based compensation expense of \$4,723 and \$5,371, respectively. Share-based compensation costs capitalized as part of software and website development costs were \$57 and \$124 for the three months ended September 30, 2011 and 2010, respectively.

At September 30, 2011, there was \$35,953 of total unrecognized compensation cost related to unvested share-based compensation arrangements, net of estimated forfeitures. This cost is expected to be recognized over a weighted average period of 2.7 years.

### ***Income Taxes***

Income tax expense increased to \$2,107 for the three months ended September 30, 2011, as compared to \$1,292 for the prior year period. The change in the income tax expense for the three months ended September 30, 2011 as compared to the same period in 2010 is primarily attributable to growth in our operating expenses, which form the basis upon which our transfer pricing agreements determine pre-tax profits and related income tax expense for most of our legal entities. The intercompany services and related agreements among Vistaprint N.V. and its subsidiaries ensure that our subsidiaries realize profits based on their operating expenses, which results in taxable profits regardless of the level of consolidated per-tax income or loss. Since our income tax expense is mainly a function of our operating expenses and cost-based transfer pricing methodologies and not a function of our consolidated per-tax income, our effective tax rate will typically vary inversely to changes in our consolidated pre-tax income. The change in the effective tax rate from the same prior year period is largely due to the reduction in our consolidated pre-tax income as a result of planned investments in support of our long-term growth strategy. Additionally, the scheduled expiration of the U.S. federal research and development tax credit on December 31, 2011 resulted in a higher projected annual effective tax rate, which is applied to our quarterly results.

As of September 30, 2011, we had a liability for unrecognized tax benefits included in the balance sheet of approximately \$2,522, including accrued interest of \$323. There have been no significant changes to these amounts during the three months ended September 30, 2011. The total amount of unrecognized tax benefits will reduce the effective tax rate if recognized. We recognize interest and, if applicable, penalties related to unrecognized tax benefits in the provision for income taxes.

One of our U.S. subsidiaries and one of our Bermuda subsidiaries are under audit by the United States Internal Revenue Service (IRS). In April 2011, the U.S. subsidiary received a Revenue Agent's Report (RAR) from the IRS assessing tax for the years under examination. We disagree with the position taken by the IRS and have filed a written protest for submission to the IRS Office of Appeals. However, the matter currently remains at the Examination stage pending further review and discussion with the IRS. Also, the same U.S. subsidiary is under audit by the Commonwealth of Massachusetts. In addition, the Canada Revenue Agency is auditing one of our Canadian subsidiaries. We do not believe that the resolution of these tax examinations will have a material impact on our financial position or results of operations.

### ***Net Income Per Share***

Basic net income per share is computed by dividing net income by the weighted-average number of ordinary shares outstanding for the fiscal period. Diluted net income per share gives effect to all potentially dilutive securities, including share options and restricted share units ("RSUs"), using the treasury stock method as our unvested share options and RSUs do not have rights to dividends.

The following table sets forth the reconciliation of the weighted average number of ordinary shares for purposes of computing net income per share:



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	Three Months Ended September 30,	
	2011	2010
Weighted average shares outstanding, basic	41,256,341	43,895,913
Weighted average shares issuable upon exercise/vesting of outstanding share options/RSUs	1,053,165	1,335,475
Shares used in computing diluted net income per share	<u>42,309,506</u>	<u>45,231,388</u>
Weighted average anti-dilutive shares excluded from diluted net income per share	1,646,549	1,138,603

**Recently Issued Accounting Pronouncements**

In May 2011, the Financial Accounting Standards Board issued ASU 2011-04 Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in GAAP and International Financial Reporting Standards ("IFRS"), which is intended to result in convergence between GAAP and IFRS requirements for measurement of, and disclosures about, fair value. The new standard clarifies or changes certain fair value measurement principles and enhances the disclosure requirements, particularly for Level 3 fair value measurements. The new guidance is effective for our third quarter of the current fiscal year, and we do not expect its adoption to have a material effect on our financial position or results of operations.

In June 2011, the Financial Accounting Standards Board issued ASU 2011-05 Presentation of Comprehensive Income, which makes the presentation of items within other comprehensive income ("OCI") more prominent. The new standard will require companies to present items of net income, items of OCI and total comprehensive income in one continuous statement or two separate consecutive statements, and companies will no longer be allowed to present items of OCI in the statement of shareholders' equity. Reclassification adjustments between OCI and net income will be presented separately on the face of the financial statements. The new guidance is effective for our fiscal year ending June 30, 2013, and its adoption will not have a material effect on our financial position or results of operations.

In September 2011, the Financial Accounting Standards Board issued ASU 2011-08 Testing Goodwill for Impairment, which provides updated guidance on the periodic testing of goodwill for impairment. This new standard will allow companies to assess qualitative factors to determine if it is more-likely-than-not that goodwill might be impaired and whether it is necessary to perform the two-step goodwill impairment test required under current accounting standards. The new guidance is effective for our fiscal year ending June 30, 2013, with early adoption permitted, and we do not expect its adoption to have a material effect on our financial position or results of operations.

**3. Fair Value Measurements**

The fair value of our financial assets was determined using the following inputs at September 30, 2011:

	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Cash and cash equivalents	\$ 161,092	\$ 161,092	\$ —	\$ —
Total assets recorded at fair value	<u>\$ 161,092</u>	<u>\$ 161,092</u>	<u>\$ —</u>	<u>\$ —</u>

The following table presents a roll forward of assets measured at fair value using significant unobservable inputs (Level 3) at September 30, 2011:

Balance at June 30, 2011	\$ 529
Redemptions	<u>(529)</u>
Balance at September 30, 2011	<u>\$ —</u>

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### 4. Comprehensive (Loss) Income

Comprehensive (loss) income consisted of the following:

	Three Months Ended September 30,	
	2011	2010
Net income	\$ 8,172	\$ 10,781
Unrealized gain on marketable securities	—	24
Reclassification of gain on cash flow hedge to net income	—	(49)
Change in cumulative foreign currency translation adjustments	(10,803)	13,036
Comprehensive (loss) income	<u>\$ (2,631)</u>	<u>\$ 23,792</u>

### 5. Segment Information

Operating segments are based upon our internal organization structure, the manner in which our operations are managed and the availability of separate financial information reported internally to the Chief Executive Officer, who constitutes our Chief Operating Decision Maker ("CODM") for purposes of making decision about how to allocate resources and assess performance. We have three geographically based operating segments: North America, Europe and Asia Pacific. The CODM measures and evaluates the performance of our operating segments based on revenue and income or loss from operations.

The costs associated with shared central functions are not allocated to the operating segments and instead are reported and disclosed under the caption "Corporate and global functions," which includes expenses related to corporate support functions, software and manufacturing engineering, and the global component of our IT operations and customer service, sales and design support. We do not allocate non-operating income or expenses to our segment results. There are no internal revenue transactions between our reporting segments and all intersegment transfers are recorded at cost for presentation to the CODM, for example, products manufactured by our Venlo, the Netherlands facility for the Asia-Pacific segment; therefore, there is no intercompany profit or loss recognized on these transactions. At this time, we do not allocate support costs across operating segments or corporate and global functions, which may limit the comparability of income from operations by segment.

Revenue by segment and geography is based on the country-specific website through which the customer's order was transacted. The following tables set forth revenue and income from operations by operating segment.

	Three Months Ended September 30,	
	2011	2010
Revenue:		
North America	\$ 118,691	\$ 101,312
Europe	79,979	60,989
Asia-Pacific	13,690	8,186
Total revenue	<u>\$ 212,360</u>	<u>\$ 170,487</u>

	Three Months Ended September 30,	
	2011	2010
Income from operations:		
North America	\$ 30,061	\$ 27,482
Europe	19,059	14,631
Asia-Pacific	2,367	982
Corporate and global functions	(41,741)	(30,762)
Total income from operations	<u>\$ 9,746</u>	<u>\$ 12,333</u>

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

	Three Months Ended	
	September 30,	
	2011	2010
Revenue:		
United States	\$ 112,939	\$ 97,013
Non-United States (1)	99,421	73,474
Total revenue	<u>\$ 212,360</u>	<u>\$ 170,487</u>
	September 30,	June 30,
	2011	2011
Long-lived assets (1):		
Canada	\$ 101,869	\$ 103,005
Netherlands	76,114	82,594
Australia	41,362	43,971
Bermuda	14,327	15,022
Jamaica	11,550	8,858
United States	10,363	10,167
Switzerland	4,127	4,288
Spain	2,120	2,317
Other	2,568	2,697
	<u>\$ 264,400</u>	<u>\$ 272,919</u>

- (1) Excludes goodwill of \$4,168 for both periods presented, and deferred tax assets of \$6,438 and \$6,522 as of September 30, 2011 and June 30, 2011, respectively.

## 6. Accrued Expenses

Accrued expenses included the following:

	September 30,	June 30,
	2011	2011
Advertising costs (1)	\$ 24,703	\$ 21,407
Compensation costs (2)	16,465	23,142
Income and indirect taxes (3)	11,624	8,427
Shipping costs	4,945	2,694
Purchases of property, plant and equipment	2,376	1,236
Professional costs	1,941	1,716
Other	11,192	10,367
Total accrued expenses	<u>\$ 73,246</u>	<u>\$ 68,989</u>

- (1) The increase in accrued advertising costs is principally a result of our increased customer acquisition and retention promotion costs.
- (2) The decrease in accrued compensation costs is principally a result of the payment of our fiscal 2011 annual incentive compensation plans in July, and the timing of payment of our employee payroll and benefits.
- (3) The increase in accrued income and indirect taxes is principally a result of the timing of payment of indirect taxes, and the increase in our effective tax rate.

## 7. Commitments and Contingencies

### Purchase Commitments

At September 30, 2011, we had unrecorded commitments under contract of \$25,043, which were principally composed of site development and construction costs for our Jamaican customer service, sales and design support center of approximately \$13,619, production and computer equipment purchases of approximately \$8,001, and other unrecorded purchase commitments of \$3,423.

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### *Legal Proceedings*

We are not currently party to any material legal proceedings, but from time to time we are involved in various legal proceedings arising from the normal course of business activities. Although we cannot predict with certainty the results of litigation and claims, we do not expect 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. Legal costs relating to legal proceedings are expensed as incurred.

### **8. Subsequent Events**

Pursuant to the share repurchase program approved on October 3, 2011 and discussed in Note 2, we have purchased 1,757,660 of our ordinary shares subsequent to September 30, 2011 and through October 21, 2011 for a total cost of \$50,415, inclusive of transaction costs.

On October 21, 2011, we entered into a \$250,000 senior unsecured revolving credit facility with a maturity date of October 21, 2016. Any borrowings under the facility will bear interest at LIBOR plus 1.25% to 1.50%, depending on our leverage ratio, which is the ratio of our consolidated total indebtedness to our consolidated earnings before interest, taxes, depreciation and amortization. We must also pay a commitment fee of 0.175% to 0.225% depending on our leverage ratio. The credit agreement evidencing the facility contains customary representations, warranties, covenants and events of default.

On October 24, 2011, we announced our agreement to acquire Albumprinter Holding, B.V., a leading provider of photo books and other photo products to consumers in Europe, for total cash consideration of up to €65,000, consisting of €60,000 payable upon closing subject to net working capital and net debt adjustments, and up to €5,000 payable based on a performance based earn-out covering the period from January 1, 2012 to December 31, 2012. The transaction is subject to customary closing conditions and is expected to close during the quarter ending December 31, 2011.

## 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," "will," "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**

For the three months ended September 30, 2011, we reported revenue of \$212.4 million, representing 25% revenue growth from the same period in the prior year. Constant-currency revenue growth was 20% for this period. Diluted earnings per share ("EPS") decreased 21% for the three months ended September 30, 2011 over the same period in the prior year to \$0.19 due to planned investments made in support of our long-term growth strategy. Results for the three months ended September 30, 2011 also included increased revenue from existing customers, continued geographic expansion, and revenue growth across our businesses.

Over the last 15 years, we have grown to become a leader in the large and fragmented market for small business marketing solutions. We have built significant competitive advantages via our marketing approach, proprietary technology, and manufacturing expertise. We have driven growth and developed scale advantages by executing on our core strengths in mass customization technologies and by introducing a broad range of small business marketing products. We believe we are now well positioned to capitalize on our past success in order to capture more of the market opportunity we see ahead. To do so, we have adopted an investment approach designed to support our ability to scale faster and drive significant long-term shareholder returns.

On July 28, 2011, we introduced five-year organic revenue and EPS targets, along with an evolved financial and investment strategy to achieve our goals. We believe that by making disciplined but significant investments in fiscal years 2012 and 2013, we will be able to sustain high organic revenue growth rates over the five-year period, and position ourselves to deliver longer-term EPS growth at higher rates than we would have been able to achieve at a smaller investment scale.

Our long-term goal is to be the leading online provider of micro business marketing solutions for businesses or organizations with fewer than 10 employees. Additionally, we plan to continue to focus on key market adjacencies where we believe we can drive additional long-term growth by employing our unique business model and customer value proposition. These adjacencies include digital marketing services, new geographic markets, personalized products for home and family usage, and up-market customers.

The strategy for growth in our core micro business marketing opportunity is to make investments and drive success in the following areas:

- **Customer Value Proposition.** We believe our customers currently spend only a small portion of their annual budget for marketing products and services with us. By shifting our success metrics from transactionally focused profit measures to longer-term customer satisfaction and economic measures, we believe we can deliver improvements to our customer experience and value proposition that will significantly increase customer loyalty and lifetime value. Examples of these programs include improving the customer experience on our site, such as ease of use, less cross selling before customers reach the checkout, and expanded customer service.
- **Lifetime Value Based Marketing.** We have traditionally acquired customers by targeting micro businesses who are already shopping online through marketing channels such as search marketing, email marketing, and other online advertising. We believe a significant portion of micro businesses in our core markets do not currently use online

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providers of marketing services. By investing more deeply into existing marketing channels, as well as opening up new channels such as television broadcast and direct mail, we believe we can accelerate our new customer growth and reach offline audiences that are not currently looking to online partners for marketing needs.

- *World Class Manufacturing.* We believe our manufacturing processes are best-in-class with respect to the printing industry, but when we compare ourselves to the best manufacturing companies in the world, we believe we have significant opportunities to drive further efficiencies and competitive advantages. By focusing additional top engineering talent on key process approaches, we believe we can make a step-function improvement in product quality and reliability, and significantly lower unit manufacturing costs.

Our strategy to drive longer-term growth by addressing market adjacencies is to develop our business in the following areas:

- *Digital Marketing Services.* We estimate that less than 50% of micro businesses have a website today, but digital marketing services, including websites, email marketing, online search marketing and social media marketing, are the fastest-growing part of the small business marketing space. We believe there is great value in helping customers understand the powerful ways in which physical and digital marketing can be combined. Our current digital offering includes websites, email marketing, and local search visibility. Additionally, in fiscal 2011, we added several digital marketing services products or enhancements, including blogs, a search engine optimization tool for website customers, and personalized email domain names. Since we launched digital marketing services in April 2008, our number of unique paying digital subscribers has grown to approximately 340,000.
- *Geographies outside North America and Europe.* For the three months ended September 30, 2011, revenue generated outside of North America and Europe accounted for approximately 6% of our total revenue. We believe that we have significant opportunities to expand our revenue both in the countries we currently service and in new markets. We completed construction of a production facility near Melbourne, Australia and launched a marketing office in Sydney, Australia in June 2010 to better support our business and customers in Asia Pacific. We intend to further extend our geographic reach by continuing to introduce localized websites in additional countries and languages, expanding our marketing efforts and customer service capabilities, and offering graphic design content, products, payment methodologies and languages specific to local markets.
- *Home and Family.* Although we expect to maintain our primary focus on micro business marketing products and services, we also participate in the market for customized home and family products such as invitations, announcements, calendars, holiday cards and apparel. We intend to add new products and services targeted at the home and family market, such as embroidered stockings. We believe that the economies of scale provided by cross sales of these products to our extensive micro business customer base, our large production order volumes and our integrated design and production software and facilities support and will continue to support our effort to profitably grow our home and family business. In addition, on October 24, 2011, we announced our agreement to acquire Albumprinter Holding, B.V., a leading provider of photo books and other photo products to the home and family market in Europe.
- *Up-market Customers.* We serve customers across the spectrum of micro businesses with fewer than 10 employees, but our strength has traditionally been in the smallest and most price sensitive of these customers. In comparison to our customer base, which is concentrated in businesses with 2 or fewer employees, the micro businesses in the "up-market" portion of this spectrum tend to have more sophisticated marketing needs, typically spend more per year on their marketing activities and often have 3 to 10 employees. We believe that as we continue to research customer needs and make customer value proposition improvements for our traditional core customer base, we will develop a stronger ability to focus on "up-market" small business customers. We expect this adjacency can serve as a driver of longer-term growth 3 to 5 years from now.

## *Recent Developments*

During the three months ended September 30, 2011, we repurchased 3,074,832 of our ordinary shares for a total cost of \$91.1 million, inclusive of transaction costs, in connection with our publicly announced share repurchase program authorized by our Supervisory Board on November 4, 2010. There is no amount remaining available for future purchases under this program; however, on October 3, 2011, we announced that our Supervisory Board authorized a new program for the repurchase of up to 10% of our outstanding ordinary shares on the open market (including block trades that satisfy the safe harbor provisions of Rule 10b-18 pursuant to the Securities Exchange Act of 1934) or in one or more self tender offers.

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Pursuant to our new share repurchase program discussed above, we have purchased 1,757,660 of our ordinary shares subsequent to September 30, 2011 and through October 21, 2011 for a total cost of \$50.4 million, inclusive of transaction costs.

On October 21, 2011, we entered into a \$250.0 million senior unsecured revolving credit facility with a maturity date of October 21, 2016. Any borrowings under the facility will bear interest at LIBOR plus 1.25% to 1.50%, depending on our leverage ratio, which is the ratio of our consolidated total indebtedness to our consolidated earnings before interest, taxes, depreciation and amortization ("EBITDA"). We must also pay a commitment fee of 0.175% to 0.225% depending on our leverage ratio. The credit agreement evidencing the facility contains customary representations, warranties, covenants and events of default.

On October 24, 2011, we announced our agreement to acquire Albumprinter Holding, B.V., a leading provider of photo books and other photo products to consumers in Europe, for total cash consideration of up to €65.0 million, consisting of €60.0 million payable upon closing subject to net working capital and net debt adjustments, and up to €5.0 million payable based on a performance-based earn-out covering the period from January 1, 2012 to December 31, 2012. The transaction is subject to customary closing conditions and is expected to close during the quarter ending December 31, 2011.

### **Results of Operations**

The following table presents our operating results for the periods indicated as a percentage of revenue:

	Three Months Ended September 30,	
	2011	2010
Revenue	100.0%	100.0%
Cost of revenue	36.8%	36.9%
Technology and development expense	12.6%	13.6%
Marketing and selling expense	35.9%	33.7%
General and administrative expense	10.1%	8.6%
Income from operations	4.6%	7.2%
Interest income	0.0%	0.1%
Other income (expense), net	0.2%	(0.1)%
Interest expense	0.0%	0.1%
Income before income taxes	4.8%	7.1%
Income tax provision	1.0%	0.8%
Net income	3.8%	6.3%

*In thousands*

	Three Months Ended September 30,			FY12 vs. FY11
	2011	2010		
Revenue	\$ 212,360	\$ 170,487		25%
Cost of revenue	\$ 78,064	\$ 62,833		24%
% of revenue	36.8%	36.9%		

### **Revenue**

We generate revenue primarily from the sale and shipment of customized manufactured products, and the provision of digital services, website design and hosting, email marketing services, as well as a small percentage from order referral fees and other third-party offerings. Revenue in our second fiscal quarter includes a favorable impact from increased seasonal product sales.

We seek to increase our revenue by increasing the number of customers who purchase from us ("unique active customers"), as well as the amount our customers spend on our offerings ("average bookings per unique active customer"). We use the combination of unique active customers and average bookings per unique active customer to describe our revenue performance as we believe this approach is aligned with the way we manage our business and our efforts to increase our revenue. We believe that metrics relating to our unique active customers and average bookings per unique active customer offer shareholders a useful means of assessing our execution against our strategy. Because changes in one of these metrics may be offset by changes in the other metric, no single factor is determinative of our revenue and profitability trends, and we

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assess them together to understand their overall impact on revenue and profitability. A number of factors influence our ability to drive increases in these metrics:

- Unique active customers.** The unique active customer count is the number of individual customers who purchased from us in a given period, with no regard to the frequency of purchase. For example, if a single customer makes 2 distinct purchases within a twelve-month period, that customer is tallied only once in the unique active customer count. We determine the uniqueness of a customer by looking at certain customer data. Unique active customers are driven by both the number of new customers we acquire, as well as our ability to retain customers after their first purchase. During our early growth phase, we focused more resources on the acquisition of new customers through the value of our offering and our broad-based marketing efforts targeted at the mass market for micro-business customers. As we have grown larger, we have supplemented our acquisition focus with expanded retention efforts, such as email offers, customer service, and expansions in our product offerings. Our unique active customer count has grown significantly over the years, and we expect it will continue to grow as we see additional opportunities to drive both the acquisition of new customers and increased retention rates. A retained customer is any unique active customer in a specific period who has also purchased in any prior period.
- Average bookings per unique active customer.** Average bookings per unique active customer is total bookings, which represents the value of total customer orders received on our websites, for a given period of time divided by the total number of unique active customers who purchased during that same period of time. We seek to increase our average bookings per unique active customer as a means of increasing revenue. Average bookings per unique active customer are influenced by the frequency that a customer purchases from us, the number of products and feature upgrades a customer purchases in a given period and the mix of tenured customers versus new customers within the unique active customer count, as tenured customers tend to purchase more than new customers. Average bookings per unique active customer have grown over a multi-year period, although they sometimes fluctuate from one quarter to the next depending upon the type of products we promote during a period and the promotional discounts we offer. For example, among other things, seasonal product offerings, such as holiday cards, can cause changes in bookings per customer in our second fiscal quarter ending December 31.

Total revenue for the three months ended September 30, 2011 increased 25% to \$212.4 million compared to the three months ended September 30, 2010, due to increases in sales across our product and service offerings, as well as across all geographies. The overall growth during this period was due to increases in the number of unique active customers, driven by growth in both new customer additions and repeat customers, as well as an increase in average bookings per unique active customer. New customer additions during the three months ended September 30, 2011 grew 19% to approximately 1.9 million. The weaker U.S. dollar positively impacted our revenue growth by an estimated 480 basis points in the three months ended September 30, 2011, as compared to the three months ended September 30, 2010.

In addition to the drivers of our quarterly revenue performance, we monitor unique active customers and average bookings per unique active customer on a trailing twelve-month ("TTM") basis. The following table summarizes our operational revenue metrics for the TTM ended September 30, 2011 and 2010:

	TTM Ended September 30,		
	2011	2010	Increase%
Unique active customers	11.9 million	10.0 million	19%
<i>New customer additions</i>	7.7 million	6.6 million	17%
<i>Retained customers</i>	4.2 million	3.4 million	24%
Average bookings per unique active customer	\$73	\$70	4%

Total revenue by geographic segment for the three months ended September 30, 2011 and 2010 is shown in the following table (in thousands):

	Three Months Ended September 30,		% Change	Currency Impact: (Favorable) / Unfavorable	Constant—Currency Revenue Growth(1)
	2011	2010			
North America	\$ 118,691	\$ 101,312	17%	—%	17%
Europe	79,979	60,989	31%	(10)%	21%
Asia Pacific	13,690	8,186	67%	(22)%	45%
Total revenue	\$ 212,360	\$ 170,487	25%	(5)%	20%



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- (1) Constant-currency revenue growth, a non-U.S. generally accepted accounting principles ("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. We have provided this non-GAAP financial measure because we believe it provides meaningful information regarding our results on a consistent and comparable basis for the periods presented. Management uses this non-GAAP financial measure, in addition to GAAP financial measures, to evaluate our operating results. This non-GAAP financial measure should be considered supplemental to and not a substitute for our reported financial results prepared in accordance with GAAP.

### Cost of revenue

Cost of revenue includes materials used to manufacture our products, payroll and related expenses for production 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, production costs of free products, and other related costs of products sold by us.

The increase in cost of revenue for the three months ended September 30, 2011 compared to the same periods in fiscal 2011 was primarily attributable to the increased volume of product shipments during the current year period. The decrease in the cost of revenue as a percentage of total revenue for the three months ended September 30, 2011 compared to the same prior year period was primarily attributable to favorable shifts in product mix including an increase in sales of digital services and productivity improvements at our manufacturing locations. The decrease in the cost of revenue as a percentage of total revenue was partially offset by the weaker U.S. dollar, which was primarily driven by the net impact of changes in European currencies.

### In thousands

	Three Months Ended September 30,		
	2011	2010	FY12 vs. FY11
<b>Technology and development expense</b>	\$ 26,674	\$ 23,207	15%
<i>% of revenue</i>	12.6%	13.6%	
<b>Marketing and selling expense</b>	\$ 76,344	\$ 57,533	33%
<i>% of revenue</i>	35.9%	33.7%	
<b>General and administrative expense</b>	\$ 21,532	\$ 14,581	48%
<i>% of revenue</i>	10.1%	8.6%	

### 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, content development, amortization of capitalized software and website development costs, 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 increase in our technology and development expenses of \$3.5 million for the three months ended September 30, 2011 as compared to the same prior year period was primarily due to increased payroll and facility-related costs of \$4.4 million associated with an increase in headcount in our technology development and information technology support organizations related to the implementation of our long-term growth strategy. At September 30, 2011, we employed 475 employees in these organizations compared to 383 employees at September 30, 2010. In addition, other technology and development expenses decreased \$1.2 million as compared to the same prior year period due to a legal settlement of a patent claim included in the prior year period, offset by increased employee travel and training costs and increased depreciation, hosting services and other costs related to the continued investment in our website infrastructure.

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### *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; and third-party payment processing fees.

The increase in our marketing and selling expenses of \$18.8 million for the three months ended September 30, 2011 as compared to the same prior year period was driven primarily by increases of \$15.7 million in advertising costs and commissions related to new customer acquisition and costs of promotions targeted at our existing customer base related to the implementation of our long-term growth strategy, and increases in payroll and facility-related costs of \$2.0 million. We continued to expand our marketing organization and our customer service, sales and design support centers and at September 30, 2011, we employed 1,223 employees in these organizations compared to 838 employees at September 30, 2010. In addition, payment processing fees paid to third parties increased by \$0.9 million during the three months ended September 30, 2011 as compared to the same prior year period due primarily to increased order volumes.

### *General and administrative expense*

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

The increase in our general and administrative expenses of \$7.0 million for the three months ended September 30, 2011 as compared to the same prior year period was primarily due to increased payroll and facility-related costs of \$3.9 million resulting from the continued investment in our executive management, finance, legal and human resource organizations to support our expansion and growth. At September 30, 2011, we employed 283 employees in these organizations compared to 207 employees at September 30, 2010. In addition, third-party professional fees increased \$1.7 million during the three months ended September 30, 2011 as compared to the same period in fiscal 2011 due primarily to increased costs of ongoing litigation including a patent infringement trial that concluded in July 2011. Furthermore, other general and administrative activities increased \$1.1 million as compared to the same prior year period, which includes \$0.5 million related to employee travel and training.

### *Other income (expense), net*

Other income (expense), net, which primarily consists of gains and losses from currency transactions or revaluation, was \$0.5 million of income for the three months ended September 30, 2011 as compared to \$0.3 million of expense for the same prior year period. Increases in other income (expense), net are due to currency exchange rate fluctuations on transactions or balances denominated in currencies other than the functional currency of our subsidiaries.

### *Income tax provision*

*In thousands*

	Three Months Ended September 30,			
	2011		2010	
<b>Income tax provision</b>	\$	2,107	\$	1,292
<i>Effective tax rate</i>		20.5%		10.7%

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Income tax expense increased to \$2.1 million for the three months ended September 30, 2011, as compared to \$1.3 million for the prior year period. The change in the income tax expense for the three months ended September 30, 2011 as compared to the same period in 2010 is primarily attributable to growth in our operating expenses, which form the basis upon which our transfer pricing agreements determine pre-tax profits and related income tax expense for most of our legal entities. The intercompany services and related agreements among Vistaprint N.V. and its subsidiaries ensure that our subsidiaries realize profits based on their operating expenses, which results in taxable profits regardless of the level of consolidated pre-tax income or loss. Since our income tax expense is mainly a function of our operating expenses and cost-based transfer pricing methodologies and not a function of our consolidated pre-tax income, our effective tax rate will typically vary inversely to changes in our consolidated pre-tax income. The change in the effective tax rate from the same prior year period is largely due to the reduction in our consolidated pre-tax net income as a result of planned investments in support of our long-term growth strategy. Additionally, the scheduled expiration of the U.S. federal research and development tax credit on December 31, 2011 resulted in a higher projected annual effective tax rate, which is applied to our quarterly results.

### **Liquidity and Capital Resources**

*In thousands*

	Three Months Ended September 30,	
	2011	2010
Capital expenditures	\$ (10,998)	\$ (14,147)
Capitalization of software and website development costs	(1,682)	(1,791)
Depreciation and amortization	13,107	12,128
Cash flows provided by operating activities	30,541	18,802
Cash flows used in investing activities	(12,240)	(14,038)
Cash flows used in financing activities	(91,960)	(810)

At September 30, 2011, we had \$161.1 million of cash and cash equivalents and no long-term debt. Cash and cash equivalents decreased \$75.5 million in the three months ended September 30, 2011. The cash flows during the three months ended September 30, 2011 related primarily to the following items:

#### *Cash inflows:*

- Net income of \$8.2 million;
- Positive adjustments for non-cash items of \$17.5 million including depreciation and amortization of \$13.1 million and share-based compensation costs of \$4.7 million and \$4.9 million provided by working capital and other activities; and
- Redemption of our municipal auction rate security, resulting in proceeds of \$0.5 million.

#### *Cash outflows:*

- Repurchases of our ordinary shares of \$91.1 million;
- Capital expenditures of \$11.0 million of which \$4.0 million were related to the purchase of manufacturing and automation equipment for our production facilities, \$2.8 million were related to the purchase of land and facilities, and \$4.2 million were related to purchases of other assets including information technology infrastructure and office equipment;
- Internal costs for software and website development that we capitalized of \$1.7 million; and
- Payments of the minimum withholding taxes related to shares withheld on vested restricted stock units of \$1.1 million.

*Additional Liquidity and Capital Resources Information.* During the three months ended September 30, 2011, we financed our operations primarily through internally generated cash flows from operations. We believe that our available cash, cash flows generated from operations and our debt financing capacity will be sufficient to satisfy our working capital and planned investments to support our new growth strategy including capital expenditure requirements for the foreseeable future. We currently plan to invest approximately \$60.0 million to \$75.0 million on capital expenditures in fiscal 2012, which represents an increase of 60% to 101% from fiscal 2011, primarily due to plans to expand our manufacturing capacity in Europe, construction of our Jamaican customer service, sales and design support center, and other IT and manufacturing equipment requirements to support our long-term growth strategy.

We may also use a combination of available cash, cash flow generated from operations, and debt financing to repurchase our ordinary shares. As discussed in Recent Developments, on October 3, 2011, we announced that our Supervisory

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Board authorized a new program for the repurchase of up to 10% of our outstanding ordinary shares on the open market (including block trades that satisfy the safe harbor provisions of Rule 10b-18 pursuant to the Securities Exchange Act of 1934) or in one or more self tender offers. As of October 21, 2011, we have purchased 1,757,660 of our ordinary shares under this new program for a cost of \$50.4 million, inclusive of transaction costs, leaving 2,256,382 ordinary shares available for future purchases.

On October 21, 2011, we entered into a \$250.0 million senior unsecured revolving credit facility with a maturity date of October 21, 2016. Any borrowings under the facility will bear interest at LIBOR plus 1.25% to 1.50%, depending on our leverage ratio, which is the ratio of our consolidated total indebtedness to our consolidated EBITDA. We must also pay a commitment fee of 0.175% to 0.225% depending on our leverage ratio. The credit agreement evidencing the facility contains customary representations, warranties, covenants and events of default. We have begun borrowing under this facility as of the date of filing.

As part of our growth strategy we also expect to be more proactive in assessing potential merger and acquisition targets, though we will continue to be prudent and selective. For example, on October 24, 2011, we announced our agreement to acquire Albumprinter Holding, B.V., for total cash consideration of approximately €65.0 million, consisting of €60.0 million payable upon closing subject to net working capital and net debt adjustments, and up to €5.0 million payable based on a performance based earn-out covering the period from January 1, 2012 to December 31, 2012. This will be funded through existing cash and our revolving credit facility. If we were to make additional investments incremental to our plan in areas such as mergers and acquisitions, we may need to raise capital through future debt or equity financing to fund such investments.

### **Contractual Obligations**

Contractual obligations at September 30, 2011 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 lease obligations	\$ 44,280	\$ 9,206	\$ 15,769	\$ 14,505	\$ 4,800
Purchase obligations	\$ 25,043	\$ 25,043	\$ —	\$ —	\$ —
Total	\$ 69,323	\$ 34,249	\$ 15,769	\$ 14,505	\$ 4,800

*Operating Leases.* We rent office space under operating leases expiring on various dates through 2018. We recognize rent expense on our operating leases that include free rent periods and scheduled rent payments on a straight-line basis from the commencement of the lease.

*Purchase Commitments.* At September 30, 2011, we had unrecorded commitments under contract of \$25.0 million, which were principally composed of site development and construction of our Jamaican customer service, sales and design support center of approximately \$13.6 million, production and computer equipment purchases of approximately \$8.0 million, and other unrecorded purchase commitments of \$3.4 million.

### **Recently Issued and Adopted Accounting Pronouncements**

For a discussion of recently issued and adopted accounting pronouncements refer to Note 2 "Summary of Significant Accounting Policies" in the accompanying notes to the condensed consolidated financial statements included in Item 1 of Part I of this Report.

### **Critical Accounting Policies and Estimates**

Our financial statements are prepared in accordance with GAAP. To apply these principles, we must make estimates and judgments that affect our reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. In some instances, we reasonably could have used different accounting estimates and, in other instances, changes in the accounting estimates are reasonably likely to occur from period to period. Accordingly, actual

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results could differ significantly from our estimates. We base our estimates and judgments on historical experience and other assumptions that we believe to be reasonable at the time under the circumstances, and we evaluate these estimates and judgments on an ongoing basis. We refer to accounting estimates and judgments of this type as critical accounting policies and estimates. Management believes there have been no material changes during the three months ended September 30, 2011 to the critical accounting policies reported in the Management's Discussion and Analysis of Financial Condition and Results of Operations section of our Annual Report on Form 10-K filed with the Securities and Exchange Commission on August 17, 2011.

### **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 marketable securities that at September 30, 2011 consisted of money market funds, which are held for working capital purposes. Due to the nature of our investments, we do not believe we have a material exposure to interest rate risk.

*Currency Exchange Rate Risk.* As we conduct business in multiple currencies through our worldwide operations but report our financial results in U.S. dollars, we are affected by fluctuations in exchange rates of such currencies versus the U.S. dollar as follows:

- *Translation of our non-U.S. dollar revenues and expenses:* Revenue related expenses generated in currencies other than the U.S. dollar could result in higher or lower net 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 income.
- *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, net on the consolidated statements of income. Our subsidiaries have intercompany accounts that are eliminated in consolidation and cash and cash equivalents denominated in various currencies that expose us to fluctuations in currency exchange rates. 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. A hypothetical decrease in exchange rates of 10% against the functional currency of our subsidiaries would have resulted in an increase of \$1.6 million and \$0.6 million on our income before income taxes for the three months ended September 30, 2011 and 2010, respectively.
- *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 income on the balance sheet. Fluctuations in exchange rates can materially impact the carrying value of our assets and liabilities.

Foreign currency transaction gains (losses) included in other income (expense), net for the three months ended September 30, 2011 and 2010, were \$0.5 million of gains and \$0.3 million of losses, respectively.

### **ITEM 4. CONTROLS AND PROCEDURES**

Our management, with the participation of our chief executive officer and our chief financial officer, evaluated the effectiveness of our disclosure controls and procedures as of September 30, 2011. The term "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, 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 Securities 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 Securities 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 September 30, 2011, 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.

There were no changes in our internal control over financial reporting during the fiscal quarter ended September 30, 2011 that materially affect, or are reasonably likely to materially affect, our internal control over financial reporting.

## PART II. OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS

The information required by this item is incorporated by reference to the information set forth in Note 7 "Commitments and Contingencies" in the accompanying notes to the condensed consolidated financial statements included in Item 1 of Part I of this Report.

### ITEM 1A. RISK FACTORS

We caution you that our actual 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. Many factors mentioned in the discussion below will be important in determining future results. 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 we are unable to attract customers in a cost-effective manner, our business and results of operations could be harmed.**

Our success depends on our ability to attract 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, e-mail, direct mail, advertising banners and other links on third parties' websites directing customers to our websites, and television broadcast. In addition, we rely heavily upon word of mouth customer referrals. If we are unable to develop or maintain effective means of reaching micro businesses and home and family customers, if the costs of attracting customers using these methods significantly increase, or if we are unable to develop new cost-effective means to obtain customers, then our ability to attract new and repeat customers would be harmed, traffic to our websites would be reduced, and our business and results of operations would be harmed.

##### **Purchasers of micro-business marketing products and services, including graphic design and customized printing, may not choose to shop online, which would prevent us from acquiring new customers that are necessary to the success of our business.**

The online market for micro-business marketing products and services is less developed than the online market for other business and home and family products. If this market does not gain or maintain widespread acceptance, our business may suffer. Our success will depend in part on our ability to attract customers who have historically purchased products and services we offer through offline channels. Furthermore, we may have to incur significantly higher and more sustained advertising and promotional expenditures or price our services and products more competitively than we currently anticipate in order to attract consumers to our websites and convert them into purchasing customers. Specific factors that could prevent prospective customers from purchasing from us as an online retailer include:

- concerns about buying graphic design services and marketing products without face-to-face interaction with 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; and
- the inconvenience associated with returning or exchanging purchased items.

**If our long-term growth strategy is not successful or if our financial projections relating to the effects of our strategy turn out to be incorrect, our business and financial results could be harmed.**

In July 2011, we announced a new long-term investment and financial strategy and associated financial projections relating to the growth of our business over the next five years, but we may not achieve our announced objectives, and our investments in our business may fail to affect our revenue or diluted EPS growth as anticipated. Some of the factors that could cause our investment strategy and our overall business strategy to fail to achieve our objectives include, among others:

- our failure to adequately execute our operational strategy or anticipate and overcome obstacles to achieving our strategic goals;
- our failure to make our intended investments because the investments are more costly than we expected or because we are unable to devote the necessary operational and financial resources;
- our inability to purchase or develop technologies and production platforms to increase our efficiency, enhance our competitive advantage and scale our operations;
- the failure of our current supply chain to provide the resources we need 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 promote, strengthen, and protect our brand;
- the failure of our current and new marketing channels to attract customers;
- our failure to manage the growth and complexity of our business and expand our operations;
- unanticipated changes in our business, current and anticipated markets, industry or competitive landscape; and
- general economic conditions.

In addition, projections are inherently uncertain and are based on assumptions and judgments by management that may be flawed or based on information about our business and markets that may change in the future, many of which are beyond our control. Our actual results may differ materially from our projections due to various factors, including but not limited to the factors listed immediately above; currency exchange fluctuations, which may affect our revenues and costs; change in the laws and regulations or in the interpretations of laws and regulations to which we are subject, including tax laws, or the institution of new laws or regulations that affect our business; costs and judgments resulting from litigation; and costs and disruptions caused by acquisitions.

If our strategy is not successful, or if there is a market or industry perception that our strategy is not successful, then our revenue and earnings may not grow as anticipated or may decline, our reputation and brand may be damaged, and the price of our shares may decline. In addition, we may change our financial strategy or other components of our overall business strategy if we believe it is not effective, if our business or markets change, or for other reasons, which may cause fluctuations in our financial results and volatility in our share price.

**We may not succeed in promoting, strengthening and continuing to establish the Vistaprint brand, which would prevent us from acquiring new customers and increasing revenues.**

A primary component of our business strategy is the continued promotion and strengthening of the Vistaprint brand in order to attract new and repeat customers to our websites. In addition to the challenges posed by establishing and promoting our brand among the many businesses that promote products and services on the Internet, we face significant competition from graphic design and printing companies marketing to micro businesses who also seek to establish strong brands. If we are unable to successfully promote the Vistaprint brand, we may fail to increase our revenues. Customer awareness of our brand and its perceived value depend largely on the success of our marketing efforts and our ability to provide a consistent, high-quality customer experience. To promote our brand, we have incurred and will continue to incur substantial expenses related to advertising and other marketing efforts. We may choose to increase our branding expense materially, but we cannot be sure that this investment will be profitable. Underperformance of significant future branding efforts could materially damage our financial results.

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A component of our brand promotion strategy is establishing a relationship of trust with our customers by providing a high-quality customer experience. In order to provide a high-quality customer experience, we have invested and will continue 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, in large part, 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 provide customers with a high-quality customer experience for any reason, our reputation would be harmed, and our efforts to develop Vistaprint as a trusted brand would be adversely impacted. The failure of our brand promotion activities could adversely affect our ability to attract new customers and maintain customer relationships, and, as a result, substantially harm our business and results of operations.

### **Our quarterly financial results will often fluctuate, which may lead to volatility in our share price.**

Our revenues and operating results often vary significantly from quarter to quarter due to a number of factors, some of which are inherent in our business strategies but many of which are outside of our control. We target annual, rather than quarterly, EPS objectives, which can lead to fluctuations in our quarterly results. Other factors that could cause our quarterly revenue and operating results to fluctuate or result in earnings that are lower than our guidance, or both, include among others:

- seasonality-driven or other variations in the demand for our products and services;
- currency fluctuations, which affect our revenues and costs;
- our ability to attract visitors to our websites and convert those visitors into customers;
- our ability to retain customers and generate repeat purchases;
- business and home and family preferences for our products and services;
- shifts in product mix toward less profitable products;
- 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;
- investments in our business to generate or support revenues and operations in future periods, such as incurring marketing, engineering or consulting expenses in a current period for revenue growth or support in future periods;
- compensation expense and charges related to agreements entered into with our executives and employees;
- costs and charges resulting from litigation;
- a significant increase in credits, beyond our estimated allowances, for customers who are not satisfied with our products;
- costs to acquire businesses or integrate acquired businesses; and
- charges to earnings if our long-lived assets including goodwill or amortizable intangible assets become impaired.

We base our operating expense budgets in part on expected revenue trends. A portion of our expenses, such as office leases, depreciation and personnel costs, are relatively fixed, and we may be unable to adjust spending quickly enough to offset any revenue shortfall. Accordingly, any shortfall in revenue may cause significant variation in operating results in any quarter. Based on the factors cited above, among others, we believe that quarter-to-quarter comparisons of our operating



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results may not be a good indication of our future performance. 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 fall.

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

Our second fiscal quarter includes the majority of the holiday shopping season and in each of the last three fiscal years has accounted for more of our revenue and earnings than any other quarter, primarily due to higher sales of home and family products such as holiday cards, calendars and personalized gifts. We believe our second fiscal quarter is likely to continue to account for a disproportionate amount of our revenue and earnings for the foreseeable future. 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 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. If we are unable to accurately forecast and respond to seasonality in our business, our business and results of operations may be materially harmed.

### **A significant portion of our revenues and operations are transacted in currencies other than the U.S. dollar, our reporting currency. We therefore have currency exchange risk.**

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 denominated in currencies other than the U.S. dollar. For example, when currency exchange movements are unfavorable to our business, the U.S. dollar equivalent of our revenue and operating income recorded in other currencies is diminished. As we have expanded and continue to expand our revenues and operations throughout the world and to additional currencies, our exposure to currency exchange rate fluctuations has increased and we expect will continue to increase. Our revenue and results of operations may differ materially from expectations as a result of currency exchange rate fluctuations.

### **If we are unable to market and sell products and services beyond our existing target markets and develop new products and services to attract new customers, our revenues may not increase or may decline.**

We believe we need to address additional markets and attract new customers to grow our business. To access new markets and customers, we expect that we will need to develop, market and sell new products and services, expand our marketing and sales channels, expand our business and operations geographically by introducing localized websites in different countries, and develop new strategic relationships. Any failure in these areas could harm our business, financial condition and results of operations.

### **If we are unable to manage our expected growth and expand our operations successfully, our reputation would be damaged and our business and results of operations would be harmed.**

In recent years, our number of employees and geographic footprint has grown rapidly, and we expect the number of countries and facilities from which we operate to continue to increase in the future. Our growth, combined with the geographical separation of our operations, has placed, and will continue to place, a strain on our management, administrative and operational infrastructure. Our ability to manage our operations and anticipated growth will require us to continue to refine our operational, financial and management controls, human resource policies, reporting systems and procedures in the locations in which we operate. If we are unable to implement improvements to our management information and control systems in an efficient or timely manner or if we discover deficiencies in our existing systems and controls, then our ability to provide a high-quality customer experience could be harmed, which would damage our reputation and brand and substantially harm our business and results of operations.

### **If we are unable to manage the challenges associated with our global operations, the growth of our business could be negatively impacted.**

We operate production facilities or offices in 13 countries and have 25 localized websites to serve various geographic markets. We are subject to a number of risks and challenges that specifically relate to our international operations. These risks and challenges include, among others:

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

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- difficulty complying with multiple tax laws, treaties and regulations and limiting our exposure to onerous or unanticipated taxes, duties and other costs;
- 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;
- failure to properly understand and develop graphic design content and product formats appropriate for local tastes;
- disruptions caused by political and social instability that may occur in some countries;
- disruptions or cessation of important components of our international supply chain;
- 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.

Our global operations may not be successful if we are unable to overcome these challenges, which could limit the growth of our business and may have an adverse effect on our business and operating results.

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

Our production facilities, websites, transaction processing systems, network infrastructure, supply chain and customer sales, service and design operations may be vulnerable to interruptions, and we do not have redundancies in all cases to carry on these operations in the event of an interruption. Some of the events that could cause interruptions in our operations or systems are, among others:

- fire, flood, earthquake, hurricane or other natural disaster or extreme weather;
- labor strike, work stoppage or other issue with our workforce;
- political instability or acts of terrorism or war;
- power loss or telecommunication failure;
- 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, particularly during promotional campaign periods and in the seasonal peak we experience in our second fiscal quarter; and
- human error, including but not limited to poor managerial judgment or oversight.

In particular, both Bermuda, where substantially all of the computer hardware necessary to operate our websites is located in a single facility, and Jamaica, our largest customer service, sales and design support operation, are subject to a high degree of hurricane risk and extreme weather conditions.

We have not identified alternatives to all of our facilities, systems, supply chains and infrastructure, including production, to serve us in the event of an interruption, and if we were to find alternatives, they may not be able to meet our requirements on commercially acceptable terms or at all. In addition, we are dependent in part on third parties for the implementation and maintenance of certain aspects of our communications and production systems, and because many of the causes of system interruptions or interruptions of the production process may be outside of our control, we may not be able to remedy such interruptions in a timely manner, or at all.

Any interruptions that cause any of our websites to be unavailable, reduce our order fulfillment performance or interfere with our manufacturing, technology or customer service operations could result in lost revenue, increased costs, negative publicity, damage to our reputation and brand, and an adverse effect on our business and results of operations.

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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.**

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. We expect competition to increase in the future. The increased use of the Internet for commerce and other technical advances have allowed traditional providers of these products and services to improve the quality of their offerings, produce and deliver those products and services more efficiently and reach a broader purchasing public. Competition may result in price pressure, reduced profit margins and loss of market share, any of which could substantially harm our business and results of operations. Current and potential competitors include:

- traditional storefront printing and graphic design companies;
- office superstores, drug store chains, food retailers and other major retailers targeting small business and home and family markets;
- wholesale printers;
- online printing and graphic design companies, many of which provide printed products and services similar to ours;
- self-service desktop design and publishing using personal computer software with a laser or inkjet printer and specialty paper;
- email marketing services companies;
- website design and hosting companies;
- suppliers of custom apparel, promotional products and customized gifts;
- online photo product companies; and
- Internet firms and retailers.

Many of our current and potential competitors have advantages over us, including longer operating histories, greater brand recognition, more focus on a given sub-set of our business, existing customer and supplier relationships, 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. Increased competition may result in reduced operating margins as well as loss of market share and brand recognition.

Some of our competitors that either already have an online presence or are seeking to establish an online presence may be able to devote substantially more resources to website and systems development than we can. In addition, larger, more established and better capitalized entities may acquire, invest or partner with online competitors as use of the Internet and other online services increases. 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 results of operations.

In addition, we have in the past and may in the future choose to collaborate with certain of our existing and potential competitors in strategic partnerships that we believe will improve our competitive position and results of operations, 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 results of operations 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. Changes in our pricing strategies have had, and are likely to continue to have, a significant impact on our revenues and results of operations. Many factors can significantly impact our

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pricing strategies, including the production, marketing, personnel and other costs of running our business, our competitors' pricing and marketing strategies, and the effects of inflation. We offer some free or discounted products and services as a means of attracting customers and encouraging repeat purchases, but these free offers and discounts reduce our profit margins and may not result in an increase in our revenues. If we fail to meet our customers' price expectations, our business and results of operations will suffer.

### **Failure to protect our network and the confidential information of our customers against security breaches and to address risks associated with credit card fraud could damage our reputation and brand and substantially harm our business and results of operations.**

Online commerce and communications depend on the secure transmission of confidential information over public networks. Currently, a majority of our sales are billed to our customers' credit card accounts directly, and we retain our customers' credit card information for a period of time that varies depending on the services we provide to each customer. We rely on encryption and authentication technology licensed from third parties to effect secure transmission of confidential information, including credit card numbers. Advances in computer capabilities, new discoveries in the field of cryptography or other developments may result in a compromise or breach of our network or the technology that we use to protect our network and our customer transaction data, such as credit card information. Although we maintain network security insurance, we cannot be certain that our coverage will be adequate for liabilities actually incurred or that insurance will continue to be available to us on reasonable terms, or at all. In addition, anyone who is able to circumvent our security measures could misappropriate our proprietary information or cause interruptions in our operations. We may need to expend significant resources to protect against security breaches or to address problems caused by breaches. Any compromise of our network or our security could damage our reputation and brand and expose us to losses, litigation and possible liability, which would substantially harm our business and results of operations.

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. Our failure to limit fraudulent credit card transactions could damage our reputation and brand and substantially harm our business and results of operations.

### **We depend on search engines to attract a substantial portion of the customers who visit our websites, and losing these customers would adversely affect our business and results of operations.**

Many customers access our websites by clicking through on search results displayed by search engines such as Google, Bing and Yahoo!. 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, this could increase our costs and result in fewer customers clicking through to our websites, requiring us to resort to other more costly resources to replace this traffic, which could adversely affect our revenues and operating and net income and could harm our business. In addition, some of our competitors purchase the term "Vistaprint" and other terms incorporating our proprietary trademarks from Google and other search engines as part of their search listing advertising. Courts do not always side with the trademark owners in cases involving search engines, and Google has refused to prevent companies from purchasing search results that use the trademark "Vistaprint." As a result, we may not be able to prevent our competitors from advertising to, and directly competing for, customers who search for the term "Vistaprint" on search engines.

### **Various private spam' blacklisting and similar entities have in the past, and may in the future, interfere with our e-mail solicitation, the operation of our websites and our ability to conduct business.**

We depend significantly on e-mail to market to and communicate with our customers. Various private entities attempt to regulate the use of e-mail for commercial solicitation, and some of these entities maintain "blacklists" of companies that do not adhere to what the blacklisting entity believes are appropriate standards of conduct or practices for commercial e-mail solicitations, which are often more stringent than currently legal requirements. Although we believe that our commercial e-mail solicitations comply with all applicable laws, some of our Internet protocol addresses appear on various private entities' blacklists from time to time, which means that e-mails sent from those addresses may be blocked if they are sent to any Internet domain or Internet address that subscribes to the blacklisting entity's service or purchases its blacklist. We may not be successful in convincing blacklisting entities to remove us from their lists, and we may be put on additional blacklists in the future. The blacklisting sometimes interferes with our ability to send operational e-mails—such as password reminders, invoices and electronically delivered products—to customers and others, and to send and receive emails to and from our 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. Blacklisting of this type could interfere with our ability to market our products and

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services, communicate with our customers and otherwise operate our websites, and operate and manage our corporate email accounts, all of which could have a material negative impact on our business and results of operations.

### **Our customers create products that incorporate images, illustrations and fonts that we license from third parties, and any loss of the right to use these licensed materials may substantially harm our business and results of operations.**

Many of the images, illustrations, and fonts incorporated in the design products and services we offer are the copyrighted property of other parties that we use under license agreements. If one or more of our licenses covering a significant amount of content were terminated, the amount and variety of content available on our websites would be significantly reduced, and we may not be able to find, license and introduce substitute content in a timely manner, on acceptable terms or at all.

### **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 team and key technical, marketing and production personnel, and any of our executives may cease their employment with us at any time with minimal advance notice. The loss of one or more of our key employees may significantly delay or prevent the achievement of our business objectives. We face intense competition for qualified individuals from numerous technology, marketing, financial services, manufacturing and e-commerce companies. We may be unable to attract and retain suitably qualified individuals, and our failure to do so could have an adverse effect on our ability to implement our business plan.

### **Acquisitions may be disruptive to our business.**

Our business and our customer base have been built primarily through organic growth, and while individuals on our Supervisory Board and management team have experience making acquisitions in their professional experience outside of Vistaprint, we have limited experience making acquisitions as a company. However, a component of our strategy is to selectively pursue acquisitions of businesses, technologies or services in order to expand our capabilities, enter new markets, or increase our market share. Integrating any newly acquired businesses, technologies or services may be complex, expensive and time consuming and we may not be able to retain customers and key employees of acquired businesses. In addition, acquisitions may lead to reduced earnings if the transaction is dilutive for a period of time. To finance any acquisitions, it may be necessary for us to raise additional funds, which may not be available on terms that are favorable to us, or at all, and could cause dilution to our shareholders or subject us to covenants restricting the activities we may undertake. We may be unable to operate any acquired businesses profitably or otherwise implement our strategy successfully. If we are unable to integrate newly acquired businesses, technologies or services effectively, our business and results of operations could suffer. The time and expense associated with finding suitable and compatible businesses, technologies or services to acquire could also disrupt our ongoing business and divert our management's attention. Acquisitions could also result in large and immediate write-offs or assumptions of debt and contingent liabilities, any of which could substantially harm our business and results of operations.

### **Our business and results of operations may be negatively impacted by general economic and financial market conditions, and such conditions may increase the other risks that affect our business.**

Despite recent signs of economic recovery in some markets, many of the markets in which we operate are still in an economic downturn that we believe has had and will continue to have a negative impact on our business. Turmoil in the world's financial markets materially and adversely impacted the availability of financing to a wide variety of businesses, including micro businesses, and the resulting uncertainty led to reductions in capital investments, marketing expenditures, overall spending levels, future product plans, and sales projections across industries and markets. These trends could have a material and adverse impact on the demand for our products and services and our financial results from operations.

### **The United States government may further increase border controls and impose duties or restrictions on cross-border commerce that may substantially harm our business by impeding our shipments into the United States from our Canadian manufacturing facility.**

For the fiscal year ended June 30, 2011 and for the first quarter of fiscal 2012, we derived 53% of our revenue from sales to customers made through Vistaprint.com, our United States-focused website. We produce substantially all physical products for our United States customers at our facility in Windsor, Ontario, and the United States imposes restrictions on shipping goods into the United States from Canada. The United States also imposes protectionist measures such as customs duties and tariffs that limit free trade, some of which may apply directly to product categories that comprise a material

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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. We have from time to time experienced delays in shipping our manufactured products into the United States as a result of these restrictions which have, in some instances, resulted in delayed delivery of orders.

In the future, the United States could impose further border controls and restrictions, interpret or apply regulations in a manner unfavorable to the importation of products from outside of the U.S., impose quotas, tariffs or import duties, increase the documentation requirements applicable to cross border shipments or take other actions that have the effect of restricting the flow of goods from Canada and other countries to the United States. For example, if there were a serious threat to U.S. security, such as war or an attack on the United States, the U.S. government could shut down the U.S.-Canadian border for an extended period of time, impose policies that would result in significant Canadian export delays or otherwise disrupt our North American business operations. If we experienced greater difficulty or delays shipping products into the United States or were foreclosed from doing so, or if our costs and expenses materially increased, our business and results of operations could be harmed.

### **If we are unable to protect our intellectual property rights, our reputation and brand could be damaged, and others may be able to practice our technology, which could substantially harm our business and results of operations.**

We rely on a combination of patent, trademark, trade secret and copyright law 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 copy aspects of our trademarks, websites features and functionalities or obtain and use information that we consider proprietary, such as the technology used to operate our websites and our production operations.

We intend to continue to pursue patent coverage in the United States and other countries to the extent we believe such coverage is justified, appropriate, and cost efficient, but there can be no guarantee that any of our pending applications or continuation patent applications will be granted. In addition, we have in the past and may in the future face infringement, invalidity, intellectual property ownership or similar claims brought by third parties with respect to our current or future patents. Any such claims, whether or not successful, could be extremely costly, damage our reputation and brand and substantially harm our business and results of operations.

Although we hold trademark registrations for the Vistaprint trademark in jurisdictions throughout the world, our competitors or other entities may adopt names or marks similar to ours, thereby impeding our ability to build brand identity and possibly leading to customer confusion. There could be potential trade name or trademark infringement claims brought by owners of other trademarks that incorporate variations of the term "Vistaprint" or our other trademarks, and we may institute such claims against other parties. Any claims or customer confusion related to our trademarks could damage our reputation and brand and substantially harm our business and results of operations.

### **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 are involved in lawsuits or disputes in which third parties claim that we infringe their intellectual property rights or that we improperly obtained or used their confidential or proprietary information. In addition, from time to time we receive letters from third parties who claim to have patent rights that cover aspects of the technology that we use in our business and that the third parties believe we must license in order to continue to use such technology.

The cost to us of any litigation or other proceeding relating to intellectual property rights, even if resolved in our favor, could be substantial, and litigation diverts our management's efforts from managing and growing our business. Potential adversaries may be able to sustain the costs of complex intellectual property litigation more effectively than we can because they have substantially greater resources. Uncertainties resulting from any litigation could limit our ability to continue our operations. If any parties successfully claim that our sale, use, manufacturing or importation of technologies infringes upon their intellectual property rights, we might be forced to pay significant damages and attorney's fees, and a court could enjoin us from performing the infringing activity, which could restrict our ability to use certain technologies important to the operation of our business.

Alternatively, we may be required to, or decide to, enter into a license with a third party that claims infringement by us. Any such patent license may not be made available on commercially acceptable terms, if at all. In addition, such licenses are likely to be non-exclusive, and therefore our competitors may have access to the same technology licensed to us. If we fail to obtain a required license and are unable to design around a third party's patent, we may be unable to effectively

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conduct certain of our business activities, which could limit our ability to generate revenues, grow our business or maintain profitability.

In addition, from time to time, we initiate lawsuits, proceedings or claims to enforce our patents, copyrights, trademarks and other intellectual property rights or to determine the scope and validity of third-party proprietary rights. Our ability to enforce our intellectual property rights is subject to general litigation risks, as well as uncertainty as to the enforceability of our intellectual property rights in various countries. When we seek to enforce our rights, we may be subject to claims that our intellectual property rights are invalid or unenforceable or are licensed to the party against whom we are asserting a claim. There is also a risk that our assertion of intellectual property rights could result in the other party's seeking to assert alleged intellectual property rights of its own against us, which may adversely impact our business in the manner discussed above. Our inability to enforce our intellectual property rights may negatively impact our competitive position and business.

### **If we are unable to acquire or maintain domain names for our websites, then we could lose customers, which would substantially harm our business and results of operations.**

We sell our products and services primarily through our websites. We currently own or control a number of Internet domain names used in connection with our various websites, including Vistaprint.com and similar names with alternate URL names, such as .net, .de and .co.uk. Domain names are generally regulated by Internet regulatory bodies. If we are unable to use a domain name in a particular country, then we would be forced to purchase the domain name from the entity that owns or controls it, which we may not be able to do on commercially acceptable terms or at all; incur significant additional expenses to market our products within that country, including the development of a new brand and the creation of new promotional materials and packaging; or elect not to sell products in that country. Any of these results could substantially harm our business and results of operations. Furthermore, the relationship between regulations governing domain names and laws protecting trademarks and similar proprietary rights is unclear and subject to change. We might not be able to prevent third parties from acquiring domain names that infringe or otherwise decrease the value of our trademarks and other proprietary rights. Regulatory bodies could establish additional top-level domains, appoint additional domain name registrars or modify the requirements for holding domain names. As a result, we may not be able to acquire or maintain the domain names that utilize the name Vistaprint in all of the countries in which we currently or intend to conduct business.

### **Our results of operations may be negatively affected if we are required to charge sales, value added or other taxes on Internet sales.**

In many 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 Vistaprint is a complex and evolving issue. Many of the fundamental statutes and regulations that impose these taxes were established before the growth of the Internet and e-commerce, and in many cases, it is not clear how existing statutes apply to the Internet or e-commerce. Bills have been introduced in the U.S. Congress that could affect the ability of state governments to require out of state Internet retailers to collect and remit indirect taxes on goods and certain services, and some state governments have imposed or are seeking to impose indirect taxes on Internet sales. The imposition by national, state or local governments, whether within or outside the United States, of various taxes upon Internet commerce could create administrative burdens for us and could decrease our revenue. Additionally, a successful assertion by one or more governments in jurisdictions where we are not currently collecting sales or value added taxes that we should be, or should have been, collecting indirect taxes on the sale of our products could result in substantial tax liabilities for past sales, discourage customers from purchasing products from us, decrease our ability to compete with traditional retailers or otherwise negatively impact our results of operations.

### **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 results of operations.**

Due to our dependence on the Internet for our sales, regulations and 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 and regulations may impede the growth of e-commerce and our ability to compete with traditional graphic designers, printers and small business marketing companies, as well as desktop printing products. These regulations and laws may cover taxation, restrictions on imports and exports, customs, tariffs, user privacy, data protection, commercial email, pricing, content, copyrights, distribution, electronic contracts and other communications, consumer protection, the provision of online payment services, broadband residential Internet access and the characteristics and quality of products and services. It is not clear how existing laws governing many of these issues apply to the Internet and e-commerce, as the vast majority of applicable laws were adopted before the advent of the Internet and do not contemplate or address the unique issues raised by



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the Internet or e-commerce. Those laws that do reference the Internet, such as the Bermuda Electronic Transactions Act 1999, the U.S. Digital Millennium Copyright Act and the U.S. CAN-SPAM Act of 2003, are only beginning to be interpreted by the courts, and their applicability and reach are therefore uncertain. Those current and future laws and regulations or unfavorable resolution of these issues may substantially harm our business and results of operations.

### **We face judicial and regulatory challenges to our practice of offering free products and services, which, if successful, could hinder our ability to attract customers and generate revenue.**

We regularly offer free products and services as an inducement for customers to try our products and services. Although we believe that we conspicuously and clearly communicate all details and conditions of these offers—for example, that customers are required to pay shipping and processing charges to take advantage of a free product offer—from time to time we face claims, complaints and inquiries from our customers, competitors, governmental regulators, standards bodies and others that our free offers are misleading or do not comply with applicable legislation or regulation, and we may receive similar complaints, claims and inquiries in the future. If we are compelled or determine to curtail or eliminate our use of free offers as the result of any such actions, our business prospects and results of operations could be materially harmed.

### **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, our operations do not involve any human-based review of content for the vast majority of our sales. Although our websites' terms of use specifically require customers to represent that they have the right and authority to reproduce a given content and that the content is in full compliance with all relevant laws and regulations, we do not have the ability to determine the accuracy of these representations on a case-by-case basis. There is a risk that a customer may supply an image or other content for a product order that 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, racist, scandalous, obscene, or otherwise objectionable or illegal under the laws of the jurisdiction(s) where that customer lives or where we operate. If we should become legally obligated in the future to perform manual screening and review for all orders destined for a jurisdiction, we will encounter increased production costs or may cease accepting orders for shipment to that jurisdiction, which could substantially harm our business and results of operations. In addition, if we were held liable for actions of our customers, we could be required to pay substantial penalties, fines or monetary damages.

### **The third party membership programs previously offered on our website may continue to draw customer complaints, litigation and governmental inquiries, which can be costly and could hurt our reputation.**

We previously offered on our website third party membership discount programs, some of which have been, and may continue to be, the subject of consumer complaints, litigation, and governmental regulatory actions alleging that the enrollment and billing practices involved in the programs violate various consumer protection laws or are otherwise deceptive. Although we removed all such membership discount program offerings from our websites as of November 2009 and terminated our relationship with the third party merchant responsible for these programs, we continue to receive complaints from our customers and inquiries by state attorneys general and government agencies regarding these programs. Any private or governmental claims or actions that may be brought against us relating to these third party membership programs could result in our being obligated to pay substantial damages or incurring substantial legal fees in defending claims and have an adverse affect on our results of operations. Even if we are successful in defending against these claims, such a defense may result in distraction of management and significant costs. In addition, customer dissatisfaction or damage to our reputation as a result of these claims could have a negative impact on our brand, revenues and profitability.

### **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 many geographic regions, we rely on one or two third party companies to provide payment processing services. If these companies became unwilling or unable to provide these services to us, 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, which could be costly and time consuming. Either of these scenarios could disrupt our business.

As we offer new payment options to our customers, we may be subject to additional regulations, compliance requirements and fraud risk. For certain payment methods, including credit and debit cards, we pay interchange and other



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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.

### **We may be subject to product liability claims if people or property are harmed by the products we sell.**

Some of the products we sell may expose us to product liability claims relating to personal injury, death, or property damage, and may require product recalls or other actions. Although we maintain product liability insurance, we cannot be certain that our coverage will be adequate for liabilities actually incurred or that insurance will continue to be available to us on reasonable terms, or at all.

### **If we are unable to retain security authentication certificates, which are supplied by 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, unless we are able to procure a replacement certificate from one of a limited number of alternative third party providers. 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 brand.

## **Risks Related to Our Corporate Structure**

### **Challenges by various tax authorities to our complex 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. Our income taxes are based upon the applicable tax laws and tax rates in the countries in which we operate and earn income as well as upon our operating structures in these countries. Many countries' tax laws and international treaties impose taxation upon entities that conduct a trade or business or operate through a permanent establishment in those countries. However, these applicable laws or treaties are subject to interpretation. From time to time, we are subject to tax audits and claims by the tax authorities in these countries that a greater portion of the income of the Vistaprint N.V. group should be subject to income or other tax in their respective jurisdictions. For more information about audits to which we are currently subject refer to Note 2 "Summary of Significant Accounting Policies—Income Taxes" in the accompanying notes to the condensed consolidated financial statements included in Item 1 of Part I of this Report. This could result in an increase to our effective tax rate and adversely affect 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. We continue to assess the impact of various international tax proposals and modifications to existing tax treaties between the Netherlands and other countries 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, resulting in higher taxes or penalties and an adverse effect on our earnings.**

We operate pursuant to written intercompany service and related agreements, which we also refer to as transfer pricing agreements, among Vistaprint N.V. and its subsidiaries. These agreements establish transfer prices for production, marketing, management, technology development and other services performed by these subsidiaries for other group companies. Transfer prices are prices that one company in a group of related companies charges to another member of the group for goods, services or the use of property. If two or more affiliated companies are located in different countries, the tax laws or

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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 the transfer pricing arrangements applicable to our Dutch, French and Australian operations, 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 to successfully challenge 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 Vistaprint*, may make it difficult to replace or remove management, may inhibit or delay a change of control or may dilute your 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 vote of two thirds of the votes cast representing more than 50% of the outstanding ordinary shares 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, we have established an independent foundation, *Stichting Continuïteit Vistaprint*, or the "Foundation," to safeguard the interests of Vistaprint N.V. and its stakeholders, which include but are not limited to our shareholders, and to assist in maintaining Vistaprint's 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 Vistaprint 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.**

Dutch law requires shareholder approval for the issuance of shares and grants preemptive rights to existing shareholders to subscribe for new issuances of shares. In August 2009, our shareholders granted our supervisory board and management board the authority to issue ordinary shares and preferred shares as the boards determine appropriate, without obtaining specific shareholder approval for each issuance, and to limit or exclude shareholders' preemptive rights. However, this authorization expires in August 2014. Although we are currently seeking re-approval from our shareholders, which would extend the expiration date to November 3, 2016, we may not succeed in obtaining this or future re-approvals. In addition, subject to specified exceptions, Dutch law requires shareholder approval for many corporate actions, such as the approval of dividends and authorization to repurchase outstanding shares. Situations may arise where the flexibility to issue shares, pay dividends, repurchase shares 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, class action lawsuits and derivative lawsuits are generally not available under Dutch law, 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. Furthermore, we are obligated to indemnify the members of our supervisory board and management board against liabilities for their good faith actions in connection with their service on either board, subject to various exceptions. 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.

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### **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. The party in whose favor such final judgment is rendered would need to bring a new suit in the Netherlands and petition the Dutch court to enforce the final judgment rendered in the United States, and there can be no assurance that a Dutch court would impose civil liability on us or our management team in such a suit or in any other lawsuit predicated solely upon U.S. securities 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 effect service of process within the United States upon us or our management team, enforce U.S. court judgments obtained against us or our management team outside of the U.S., or enforce rights predicated upon the U.S. securities laws.

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

A Dutch withholding tax may be levied on dividends and similar distributions made by Vistaprint 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 repurchased our shares and may seek to repurchase additional shares in the future. Under our Dutch Advanced Tax Ruling, a repurchase of shares should not result in any Dutch withholding tax if we hold the repurchased shares in treasury for the purpose of issuing shares pursuant to certain employee share awards or for the funding of acquisitions. However, if the shares cannot be used for these purposes, or the Dutch tax authorities challenge the use of the shares for these purposes, such a repurchase of shares for the purposes of capital reduction may be treated as a partial liquidation subject to the 15% Dutch withholding tax to be levied on the difference between our recognized paid in capital for Dutch tax purposes and the redemption price.

### **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, 2011 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 for our current tax year or for any subsequent year.

### **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.**

Each "10% U.S. Shareholder" of a non-U.S. corporation that is a "controlled foreign corporation," or CFC, for an uninterrupted period of 30 days or more during a taxable year, and that owns shares in the CFC directly or indirectly through non-U.S. entities on the last day of the CFC's taxable year, must include in its gross income for United States federal income tax purposes its pro rata share of the CFC's "subpart F income," even if the subpart F income is not distributed. A non-U.S. corporation is considered a CFC if one or more 10% U.S. Shareholders together own more than 50% of the total combined voting power of all classes of voting shares of the non-U.S. corporation or more than 50% of the total value of all shares of the corporation on any day during the taxable year of the corporation. The rules defining ownership for these purposes are complicated and depend on the particular facts relating to each investor. 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 to enable such taxpayer to satisfy this tax liability. Based upon our existing share ownership, we do not believe we are a CFC. However, whether we are treated as a CFC depends on questions of fact as to our share ownership 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 CFC for our current tax year or for any subsequent year.

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### **Our tax rate may increase if our profitability declines. Additionally, we will pay taxes even if we are not profitable on a consolidated basis, which would harm our results of operations.**

The intercompany service and related agreements among Vistaprint N.V. and our direct and indirect subsidiaries ensure that the subsidiaries realize profits based on their operating expenses. As a result, if the Vistaprint group is less profitable, or even not profitable on a consolidated basis, the majority of our subsidiaries will be profitable and incur income taxes in their respective jurisdictions. In periods of declining operating profitability or losses on a consolidated basis this structure will increase our tax rate or our consolidated losses and further harm our results of operations.

## **ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS**

On November 9, 2010, we announced that our Supervisory Board authorized a repurchase of up to an aggregate of \$160.0 million of our ordinary shares in open market or privately negotiated transactions subject to the purchase parameters set by our shareholders and Supervisory Board including a limit that the repurchases cannot exceed 10% of our issued and outstanding ordinary shares as of November 4, 2010, the date of our Annual General Meeting of Shareholders. During the three months ended September 30, 2011 we purchased 3,074,832 of our ordinary shares for a cost of \$91.1 million, inclusive of transaction costs, bringing the total ordinary shares repurchased under the program to 4,401,765 for a total cost of \$148.0 million.

On October 3, 2011, we announced that our Supervisory Board authorized the repurchase of up to 10% of our outstanding ordinary shares on the open market (including block trades that satisfy the safe harbor provisions of Rule 10b-18 pursuant to the Securities Exchange Act of 1934) or in one or more self tender offers. We have purchased 1,757,660 of our ordinary shares subsequent to September 30, 2011 and through October 21, 2011 for a total cost of \$50.4 million, inclusive of transaction costs, under this share purchase program.

The following table outlines the purchases of our ordinary shares during the three months ended September 30, 2011:

	<u>Total Number of Shares Purchased</u>	<u>Average Price Paid Per Share (1)</u>	<u>Total Number of Shares Purchased as Part of a Publicly Announced Program</u>	<u>Approximate Dollar Value of Shares that May Yet be Purchased Under the Program (2)</u>
July 1, 2011 through July 31, 2011	378,606	\$ 40.42	378,606	\$ 87,805,832
August 1, 2011 through August 31, 2011	2,696,226	\$ 28.11	2,696,226	\$ —
September 1, 2011 through September 30, 2011	—	\$ —	—	\$ —
<b>Total</b>	<u>3,074,832</u>	<u>\$ 29.62</u>	<u>3,074,832</u>	

(1) Average price paid per share includes commissions paid in connection with our publicly announced share repurchase program and is rounded to the nearest two decimal places.

(2) As of August 31, 2011, there was no amount remaining available for future purchases under the November 9, 2010 program as we reached the limit of 10% of our issued and outstanding ordinary shares.

## **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.

Date: October 28, 2011

**VISTAPRINT N.V.**

By: \_\_\_\_\_  
*/s/ ERNST J. TEUNISSEN*  
**Ernst J. Teunissen**  
**Chief Financial Officer**  
**(Principal Financial Officer)**

By: \_\_\_\_\_  
*/s/ MICHAEL C. GREINER*  
**Michael C. Greiner**  
**Chief Accounting Officer**  
**(Principal Accounting Officer)**

**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Description</u>
2.1	Share Purchase Agreement between Vistaprint and Albumprinter Beheer B.V. regarding Albumprinter Holding B.V. dated October 24, 2011
10.1*	Form of Restricted Share Unit Agreement for employees and executives under our 2011 Equity Incentive Plan
10.2*	Form of Restricted Share Unit Agreement for Supervisory Board members under our 2011 Equity Incentive Plan
10.3*	Form of Nonqualified Share Option Agreement under our 2011 Equity Incentive Plan
10.4*	Form of FY2012 Annual Award Agreement under our Performance Incentive Plan for Covered Employees
10.5*	Form of FY2012-2015 Four-Year Award Agreement under our Performance Incentive Plan for Covered Employees
10.6*	Amendment No. 2 to Employment Agreement between Vistaprint USA, Incorporated and Robert S. Keane dated September 28, 2011
10.7*	Employment Agreement between Vistaprint USA, Incorporated and Ernst J. Teunissen effective July 1, 2011
10.8*	Avenant au Contrat de travail (Amendment to Employment Agreement) between Vistaprint SARL and Ernst Teunissen dated October 14, 2011
10.9	Credit Agreement dated as of October 21, 2011 among Vistaprint Limited, Vistaprint Schweiz GmbH and Vistaprint B.V., as borrowers; Vistaprint N.V., as guarantor; the lenders named therein as lenders; JPMorgan Chase Bank N.A., as administrative agent; HSBC Bank USA, National Association, as syndication agent; RBS Citizens, N.A. as documentation agent; and J.P. Morgan Securities LLC as sole bookrunner and sole lead arranger, is incorporated by reference to our Current Report on Form 8-K filed with the SEC on October 26, 2011
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)/15(d)-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.INS	XBRL Instance Document**
101.SCH	XBRL Taxonomy Extension Schema Document**
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document**
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document**
101.LAB	XBRL Taxonomy Extension Label Linkbase Document**
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document**

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\* Management contract or compensatory plan or arrangement.

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\*\* Submitted electronically herewith.

Attached as Exhibit 101 to this report are the following materials from this Quarterly 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.

In accordance with Rule 406T of Regulation S-T, the XBRL related information in Exhibit 101 to this Quarterly Report on Form 10-Q is deemed not filed or part of a registration statement or prospectus for purposes of sections 11 or 12 of the Securities Act, is deemed not filed for purposes of section 18 of the Exchange Act, and otherwise is not subject to liability under these sections.

**SHARE PURCHASE AGREEMENT**

between

**VISTAPRINT N.V.**

and

**ALBUMPRINTER BEHEER B.V.**

regarding

**ALBUMPRINTER HOLDING B.V.**

dated 24 October 2011

Kennedy Van der Laan

Haarlemmerweg 333

PO Box 58188, 1040 HD Amsterdam

Tel: +31-20-5506666

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9	Buyer warranties
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15.3	Escrow Agreement

**ANNEXES**

- 2.6 Group Structure Chart
- 5.1 Employees
- 5.10 Sick Employees
- 14.1 Property
- 16.1 Insurance

## SHARE PURCHASE AGREEMENT

THIS AGREEMENT is made on the twenty-fourth day of October 2011.

The undersigned:

1. **VISTAPRINT N.V.**, a public company (*naamloze vennootschap*) incorporated under the laws of the Netherlands, having its seat (*statutaire zetel*) in Venlo and its principal place of business at Hudsonweg 8, 5928 LW Venlo, the Netherlands, registered with the Trade Register of the Chamber of Commerce for Limburg under number 14117527 ("**Buyer**");
2. **ALBUMPRINTER BEHEER B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, having its seat (*statutaire zetel*) in Amsterdam and its principal place of business at Stationsplein 53 -57, 1012 AB Amsterdam, the Netherlands, registered with the Trade Register of the Chamber of Commerce for Amsterdam under number 34247365 ("**Seller**"),

Hereinafter referred to as a "**Party**" or jointly as "**Parties**".

### Whereas:

- (A) Seller holds 100% of the issued and outstanding shares in the Company (as defined in **Schedule 1.1**);
- (B) the Company holds 100% of the issued and outstanding shares in the Subsidiaries (as defined in **Schedule 1.1**);
- (C) the Company and its Subsidiaries are engaged in the Business (as defined in **Schedule 1.1**);
- (D) Buyer has expressed an interest to acquire all of the shares in the Company and thereby an indirect 100% interest in the Subsidiaries;
- (E) based upon the process letter dated 3 May 2011, Buyer issued a non-binding offer to acquire a 100% interest in the Company on 14 June 2011;
- (F) Buyer and Seller have confirmed their mutual interest in a transaction whereby Seller shall sell to Buyer and Buyer shall acquire from Seller all of the shares in the Company, by a term sheet dated 5 July 2011 which was renegotiated as set out in a subsequent term sheet dated 26 September 2011;
- (G) the interest of Buyer to proceed with the transaction was conditional upon Buyer having met with representatives of Hema and Hema having provided certain written confirmations to the Buyer, which confirmations have since been given by Hema in the letter attached hereto as **Schedule (G)**;
- (H) the Seller has given the Buyer and its advisors access to the Data Room from 6 July 2011 to 5 August 2011 to carry out due diligence as well as the opportunity to ask questions and carry out such investigations as the Buyer deemed necessary in relation to the businesses of the Target Group Members;
- (I) by letter dated on the same date of this Agreement, Buyer and Seller have complied with their respective obligations under the Dutch Merger Code (*SER-besluit Fusiegedragsregels 2000*);

- (J) Buyer and Seller hereby each confirm, on the basis of independent investigation undertaken by each of them, that it has no obligation to notify or seek approval for the transactions contemplated by this Agreement pursuant to the Dutch Competition Act (*Mededingingswet*);
- (K) by entering into this Agreement, the Parties wish to set forth the terms and conditions under which the Seller is prepared to sell and the Buyer is prepared to purchase the Shares.

**Now therefore, the Parties hereby agree as follows:**

## **1. Interpretation**

### 1.1. Definitions

In this Agreement, the Schedules and Annexes hereto, capitalised terms shall have the meaning ascribed thereto in **Schedule 1.1**.

### 1.2. References

- (a) References to the Agreement shall include the Schedules and Annexes unless the context requires otherwise.
- (b) Reference to any statute (*wet*) or regulation (*regelgeving*) shall be construed as reference to such statute or regulation as in force on the date of execution of this Agreement.
- (c) References to Dutch legal terms expressed in this Agreement in the English language shall be construed in accordance with Dutch law, including case law (*rechtspraak*) as published on or before the date of execution of this Agreement.
- (d) References to words importing the singular will include the plural and vice versa and references to words importing one gender shall include both genders unless the context requires otherwise.
- (e) If there is a discrepancy between an English language word and a Dutch language word used to clarify it and then to the extent of the conflict only, the meaning of the Dutch language word shall prevail.

### 1.3. Background parties

The Agreement qualifies as a commercial transaction between professional parties, each with sufficient experience with the type of transactions contemplated hereby and each supported by qualified advisors.

## **2. Sale and Purchase of Shares**

### 2.1. Sale and Purchase

Subject to the terms and conditions set forth in this Agreement, Seller hereby sells to Buyer and Buyer hereby purchases from Seller the Shares.

### 2.2. Delivery

Legal title to the Shares shall be delivered by Seller to Buyer by virtue of the execution of the Deed of Transfer attached hereto in the Agreed Form as **Schedule 2.2**. The Shares will be delivered by Seller to Buyer on the Closing Date free from any and all Encumbrances and together with all rights attaching thereto by law or the Articles.

### 3. Consideration

#### 3.1. Purchase Price

The total purchase price of the Shares is equal to the aggregate of:

- (a) the First Instalment which shall equal an aggregate amount in cash determined as follows:
  - (i) of €60,000,000 (sixty million Euros); plus or minus (as the case may be);
  - (ii) the amount of the euro for euro Net Debt adjustment as referred to in Section 3.2 below;and
- (b) the Second Instalment, being a maximum earn-out payment for the Company's financial year 2012 (the "**Earn-Out Period**") in the amount of €5,000,000 (five million Euros) (the "**Earn-Out Payment**"), as further defined and to be calculated in conformance with Section 4, and
- (c) the aggregate of the amounts payable by the Buyer under Section 8.1 hereof in respect of the Refund Payment. (collectively the "**Purchase Price**").

3.2. The First Instalment shall be adjusted on a euro for euro basis for the amount of Net Debt. The amount of Net Debt as evidenced by the Closing Accounts shall be determined in accordance with **Schedule 3.2**. This Net Debt adjustment to be made to the First Instalment shall be calculated in conformance with **Schedule 3.2**. Subject to any Earn-Out Payment, the result of such adjustment shall fix the definitive purchase price. The date on which the Closing Accounts and calculations provided therewith are finally determined in accordance with **Schedule 3.2**, is hereinafter defined as the "**Determination Date**".

#### 3.3. Payment

The Purchase Price shall be paid by Buyer to Seller as follows:

- (a) ultimately one (1) Business Day before the Closing Date, the Buyer will pay or procure the payment of an amount equal to EUR 60,000,000 minus the IP Holdback Amount (such amount hereinafter the "**Closing Amount**") into the Third Party Account where it shall be held by the Civil Law Notary for and on behalf of the Buyer until the execution of the Deed of Transfer. Upon execution of the Deed of Transfer, the Civil Law Notary shall hold the Closing Amount for and on behalf of the Seller and shall release it by remitting an amount equal to the Escrow Amount to the Escrow Account in accordance with the Escrow

Agreement, and (ii) the remainder into the bank account of the Seller with number 1288.60.448;

- (b) within 5 (five) Business Days following the Determination Date, Seller shall pay to Buyer, or Buyer shall pay to Seller, as the case may be, the balance of the Net Debt adjustment;
- (c) the Second Instalment consisting of the Earn-Out Payment shall be paid in conformance with Section 4;
- (d) an amount equal to the aggregate of the net amounts of the Refund Payment received by any of the Target Group Members after Closing shall be paid in accordance with Section 8.1.

3.4. If and to the extent any amount is paid by the Seller in respect of a breach of this Agreement, such amount shall be treated as a reduction of the Purchase Price.

#### 4. Earn-Out Payment

- 4.1. As part of the Purchase Price Buyer will pay Seller an earn-out payment of up to a maximum of €5,000,000 (five million Euros) (the "**Earn-Out Payment**"), subject to the provisions of this Section 4.
- 4.2. In order for any Earn-Out Payment to become payable both (a) a minimum of 96% of the 2012 Revenue Target and (b) a minimum of 96% of the 2012 EBITDA Target need to be met, and the Earn-Out Payment shall be calculated as follows:
  - (a) if 96% of each of (i) the 2012 Revenue Target, being an amount of €49,152,000 (forty-nine million one hundred and fifty-two thousand Euros), and (ii) the congruent pro rata 2012 EBITDA Target, being an amount of €10,560,000 (ten million five hundred and sixty thousand Euros), are reached, 20% of the maximum Earn-Out Payment shall be payable by Buyer to Seller, i.e. an amount of €1,000,000 (one million Euros);
  - (b) if 97% of each of (i) the 2012 Revenue Target, being an amount of €49,664,000 (forty-nine million six hundred and sixty-four thousand Euros), and (ii) the congruent pro rata 2012 EBITDA Target, being an amount of €10,670,000 (ten million six hundred and seventy thousand Euros), are reached, 40% of the maximum Earn-Out Payment shall be payable by Buyer to Seller, i.e. an amount of €2,000,000 (two million Euros);
  - (c) if 98% of each of (i) the 2012 Revenue Target, being an amount of €50,176,000 (fifty million one hundred and seventy-six thousand Euros), and (ii) the congruent pro rata 2012 EBITDA Target, being an amount of €10,780,000 (ten million seven hundred and eighty thousand Euros), are reached, 60% of the maximum Earn-Out Payment shall be payable by Buyer to Seller, i.e. an amount of €3,000,000 (three million Euros);
  - (d) if 99% of each of (i) the 2012 Revenue Target, being an amount of €50,688,000 (fifty million six hundred and eighty-eight thousand Euros), and (ii) the congruent pro rata 2012 EBITDA Target, being an amount of €10,890,000 (ten million eight hundred and ninety thousand Euros), are reached, 80% of the maximum Earn-Out Payment shall be payable by Buyer to Seller, i.e. an amount of €4,000,000 (four million Euros); or

- (e) if 100% of each of (i) the 2012 Revenue Target, being an amount of €51,200,000 (fifty-one million two hundred thousand Euros), and (ii) the congruent pro rata 2012 EBITDA Target, being an amount of €1,000,000 (eleven million Euros), are reached, 100% of the maximum Earn-Out Payment shall be payable by Buyer to Seller, i.e. an amount of €5,000,000 (five million Euros);
  - (f) in calculating the Earn-Out Payment, the Revenue for the financial year 2012 and the EBITDA for the financial year 2012, Dutch GAAP and accounting principles and procedures shall be applied, on a basis consistent with past practices within the Target Group Members prior to Closing and, in addition, in order to provide a true like-for-like comparison to the Target Group Members' business as exists per the Closing Date, the following principles shall apply for the purposes of calculating the Earn-Out Payment, the Revenue for the financial year 2012 and the EBITDA for the financial year 2012 and when applying these principles Parties shall act in good faith and apply standards of reasonableness and fairness:
    - (i) any and all costs, , imposed on or otherwise incurred by any of the Target Group Members that would not have been incurred if the Target Group members would not have been acquired by Buyer but which are unrelated to the Target Group Members sales (for example costs related to becoming US GAAP compliant) shall not be included;
    - (ii) any amounts generated by Buyer's synergies (including but not limited to sales of photo books to Buyer's customers or the sale of Buyer's products to Target Group Members' customers) ("**Buyer's Synergies**") shall not be included (for the avoidance of doubt, (i) sales to Buyer's customers to whom any of the Target Group Members have sold products prior to the Closing Date and (ii) sales to Buyer's customers other than specifically targeted at Buyer's customers by using Buyer's customer databases, shall not be deemed amounts generated by Buyer's Synergies);
    - (iii) any additional costs associated with the (generation of) Buyer's Synergies (as carved out pursuant to Sub-Section 4.2(f)(ii) above) shall not be included;
    - (iv) any integration costs which are imposed on the Company relating to this transaction and the new ownership but which are unrelated to the Company sales (for example costs related to becoming US GAAP compliant), shall not be included;
    - (v) the impact of the outcome of the VAT court case won by the Company shall be included but income associated with the receipt of any VAT Refunds as defined in Section 8.1 relating to sales prior to the Closing Date shall be excluded;
    - (vi) revenue and EBITDA accrued as a consequence of any post Closing acquisitions by any of the Target Group Members as well as any costs and expenses associated therewith, shall not be included;
    - (vii) EBITDA shall be computed without regard to "exceptional items" as defined in Dutch GAAP;
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- (viii) EBITDA shall not include any gains, losses or profits realized from the sale of any assets other than in the ordinary course of business;
- (ix) any intercompany charges, if any, charged by Buyer to the Company shall not be included in calculating the EBITDA; and
- (x) any legal or accounting fees and expenses arising out of this Sale and Purchase Agreement including accounting fees directly attributable to US GAAP compliance shall not be included in calculating the EBITDA.

For the avoidance of doubt, in the event that the Company achieves at least 96% of both the 2012 Revenue Target and 2012 EBITDA Target, but one of these factors is achieved at a higher percentage, the Earn-Out Payment will be based on the lower percentage achieved. For example, if the Company achieves 98% of the 2012 Revenue Target and 96% of the EBITDA Target, an amount of €1,000,000 (one million Euros) will be payable.

- 4.3. For the protection of the Seller in relation to this Section 4, the Buyer undertakes for the duration of the Earn-Out Period to cause the Target Group Members to operate their business in the ordinary course, consistent with good business practice, with the aim of preserving their business organisation, goodwill and reputation. If during the Earn-Out Period Buyer implements a material change to the ordinary and usual course of business of the Target Group Members as conducted on the Closing Date, whereby
- (a) such change relates to any of the following matters (i) any Target Group member entering into any material agreement or assuming any material obligation outside the ordinary course of business as the same has been conducted in the 12 months prior to the date of this Agreement, (ii) any Target Group Member entering into any transaction(s) with any related party on terms other than may be deemed arm's length, (iii) dismissal or suspension of Mr. C.D. Arends as CEO and/or any change to his position of managing director (*statutair directeur*) after Closing and/or (iv) dismiss or suspend any Key Employees; and
  - (b) such change (i) cannot be deemed to be commercially reasonable in light of the market and economic conditions affecting the Target Group Members' business or operations at the time of such change and (ii) has, or may reasonably be expected to have, the negative effect of decreasing the amount of the Earn-Out Payment,

then Parties shall enter into good faith negotiations to discuss in all reasonableness any consequences of such material change on the Earn-Out Payment. Buyer shall inform Seller of such material change as soon as possible and shall try to do so prior to the implementation of such change if such is reasonably possible.

- 4.4. For the purpose of this Section 4 the Buyer shall for the duration of the Earn-Out Period,
- (a) furnish, or cause the Target Group Members to furnish, to the Seller or those persons authorised by the Seller, monthly reports with respect to the financial position of the Target Group members and their businesses;
  - (b) organize two face to face meetings per year in which the Target Group Members will explain the monthly reports;



- (c) give the auditors of Seller full access to all books and records of the Target Group Members, during normal business hours on any Business Day and shall provide such information regarding the businesses and affairs of the Target Group Members as the Seller may require in order to enable Seller to audit the final numbers for a particular financial year which forms part of the Earn-Out Period upon the reasonable request thereto by Seller but in any event limited to once a year and any costs associated with the audit shall be borne by Seller.
- 4.5. For the avoidance of doubt the confidentiality obligation as included in Section 17 of this Agreement shall apply to any information provided to Seller or those persons authorised by Seller in accordance with this Section 4.

#### 5. Condition precedent

- 5.1. The provisions of and the transactions contemplated in this Agreement and the related agreements, are conditional upon the following condition precedent (*opschortende voorwaarde*) being fulfilled by the due date(s) stated below, namely:
- (a) no Material Adverse Effect having occurred, or become known to Buyer, in the period as from the date hereof up to the Closing.  
(a "**Condition**").
- 5.2. The Condition must be:
- (a) fulfilled; or  
(b) waived in accordance with Section 5.5,  
no later than 17.00 CET on the fifth Business Day following signing date of this Agreement (the "**Fulfilment Date**").
- 5.3. The Parties must use their best efforts to achieve the satisfaction of the Condition as soon as possible and in any event by the Fulfilment Date.
- 5.4. If at any time a Party becomes aware of a fact or circumstance that might prevent a Condition being satisfied, it must immediately inform the other Party in writing.
- 5.5. At any time before the Fulfilment Date applicable to each Condition, Buyer may waive, in whole or in part, any condition set out in Section 5.1, which condition are inserted for the sole benefit of Buyer. In all cases by written notice to Seller. Any waiver notice must be narrowly construed as relating only to the matters expressly mentioned in it.
- 5.6. If any Condition is not:
- (a) satisfied by the relevant Fulfilment Date; or  
(b) waived in accordance with Section 5.5 by Buyer,  
the Buyer may, at its sole discretion elect to move the Closing to a date not more than thirty (30) Business Days after the Fulfilment Date.
- 5.7. If the Condition has not been fulfilled or waived by the Fulfilment Date, this Agreement will lapse and be of no further force and effect, without prejudice to the Parties' accrued rights and

obligations at that time, and except for the provisions of this Section 5.7, Section 1 (Interpretation), 17 (Confidentiality), 18 (Notices), 20 (Amendment and Waivers), 21 (Entire Agreement), 22 (Fees and Expenses), 23 (Binding Nature, Waiver, Severability) and 25 (Governing Law and Forum), which shall survive lapse of this Agreement.

## 6. Closing

- 6.1. Subject to the terms and conditions of this Agreement upon satisfaction or valid waiver of the condition precedent as meant in Section 5, the consummation of the sale and purchase of the Shares shall take place on the Closing Date.
  - 6.2. Closing shall take place at the offices of the Civil Law Notary at 31 October 2011 or at such other time and place as shall be agreed upon by the Parties.
  - 6.3. Closing Agenda
  - 6.4. On the Closing Date, the following actions shall be taken in the sequence stated below:
    - (a) written confirmation by Buyer of the satisfaction or valid waiver of the Condition as meant in Section 5;
    - (b) confirmation by Buyer that Buyer has obtained all necessary (corporate) approvals;
    - (c) confirmation by the Civil Law Notary of receipt in the Third Party Account of the Closing Amount with a value date not later than the Closing Date;
    - (d) delivery by Seller to Buyer of evidence that Seller has assumed, or procured the release as of the Closing Date of all guarantees and other securities of any kind issued to secure obligations of Seller and/or any member of Seller's Group that the Company has executed and/or assumed;
    - (e) delivery by Seller of the executed employment agreements or where relevant addenda thereto between Buyer and the Key Employees in the Agreed Form attached hereto as **Schedule 6.4(e)**;
    - (f) delivery by Seller to Buyer of written confirmation from the Coöperatieve Rabobank Utrecht en Omstreken U.A. that the Coöperatieve Rabobank Utrecht en Omstreken U.A. will not use any of the termination rights or other change of control rights contained within the agreements with the Coöperatieve Rabobank Utrecht en Omstreken U.A. as a result of the transactions contemplated by this Agreement or for any other reason to date;
    - (g) delivery by Seller to Buyer of confirmation that Coöperatieve Rabobank Utrecht en Omstreken U.A. has released Seller from the security rights granted by Seller to Coöperatieve Rabobank Utrecht en Omstreken U.A. in connection with the relevant credit agreement it being understood that Buyer undertakes to provide such cooperation (including where relevant by granting security rights in the form of a parent guarantee under terms acceptable to Buyer) as may reasonably be required by the bank for continuation of the current credit agreement in order to effectuate that Seller will be released from its obligations thereunder or otherwise allow the same to be terminated at Closing;
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- (h) delivery by Seller to Buyer of written confirmation from the insurance companies which have entered into insurance policies with Target Group Members that such insurance companies will not use any of the termination rights or other change of control rights contained within the insurance policies and the conditions applicable thereto as a result of the transactions contemplated by this Agreement or for any other reason to date;
- (i) delivery by Seller to Buyer of the Disclosure Letter as attached hereto as **Schedule 6.4(i)**;
- (j) delivery by Seller to Civil Law Notary of the original shareholders' register of the Company;
- (k) delivery by Seller to the Buyer of the Bank Guarantee;
- (l) delivery by Seller to the Buyer of the guarantees as referred to in Section 15.2;
- (m) delivery by the Seller to the Buyer of Non-Compete Agreements entered into by each of Mr. C.D. Arends, Mr. J.J. Schuijff, Mr. E.H. Smid, Mr. H. Veldhuizen and Mr. J. Keijzer and Mr. H. Deitmers in Agreed Form attached hereto as **Schedule 6.4(m)**;
- (n) delivery by the Seller to the Buyer of Non-Solicitation Agreements entered into by each of Wouter Staatsen and Maarten Wensveen in Agreed Form attached hereto as **Schedule 6.4(n)**;
- (o) Seller shall represent and warrant to Buyer that, except as disclosed to Buyer, each and every statement set out in **Schedule 10.1** is true and accurate and not misleading on the Closing Date;
- (p) Buyer shall represent and warrant to Seller that each and every statement set out in **Schedule 9** is true and accurate and not misleading on the Closing Date;
- (q) delivery by the Seller to the Buyer of two copies of a DVD containing the information made available in the Data Room one copy of which will be held in deposit by the Notary pursuant to the escrow agreement and the Deed of Deposit each attached hereto in Agreed Form as **Schedule 6.4(q)**;
- (r) delivery by the Seller, in it's capacity of sole shareholder of the Company, of (i) the resignation letter of C.D. Arends Taxus Management B.V. as managing director of the relevant Target Group Members and (ii) of a written shareholder's resolution granting full and final discharge to C.D. Arends Taxus Management B.V. of its management of the relevant Target Group Members up to the Closing Date;
- (s) execution by the Buyer, the Seller and the Civil Law Notary of the Deed of Deposit;
- (t) execution by Buyer, Seller and the Escrow Agent of the Escrow Agreement attached hereto in agreed from as **Schedule 15.3**;
- (u) execution by the Civil Law Notary of the Deed of Transfer;
- (v) appointment by the General Meeting of the Company of each of Mr. C.D. Arends, Mr. Nicholas Ruotolo and Mr. Arnaldo Munoz as members to the Board and the Company as managing director of those Target Group Members from which board of managing directors C.D. Arends Taxus Management B.V. resigned;

(w) release of the Closing Amount as meant in Section 3.3(a) by the Civil Law Notary to Seller. The Seller shall be entitled to any interest on these funds.

#### 6.5. Closing considered as a single transaction

It is agreed that all actions and transactions constituting the Closing shall be regarded as a single transaction so that, at the option of the Party having interest in the carrying out of an action or transaction, no action or transaction shall be deemed to have taken place unless all other actions and transactions shall have taken place as provided in this Agreement. Buyer shall cause the Company to register the transfer of the Shares, including the details of the Deed of Transfer, in its shareholders register as soon as reasonably practicable after Closing, but this action shall not be deemed part of Closing for the purposes of this Section 6.5.

### 7. Post Closing Obligations

- 7.1. The Parties must do or ensure that all further acts are done, and execute, or ensure the execution of, all further documents as may in the reasonable opinion of the Buyer be necessary to fully effect transfer of the Shares and the other transactions contemplated in this Agreement.
- 7.2. Effective immediately following the Closing, Seller shall, and shall procure that each member of its Group and the members of the Groups of each of the Seller's direct and indirect shareholders (other than those persons who will continue to be in the service of the Target Group Members after Closing) shall, not hold itself out as being connected with the Company or any member of the Company's Group. Seller shall change its corporate name into a name not including "Albumprinter" within 20 Business Days after the Closing Date.
- 7.3. Seller hereby acknowledges and agrees that, immediately following the Closing, all arrangements between Seller or a member of its Group and the Target Group Members shall be terminated by Seller or shall automatically lapse in accordance with their terms as a result of the transactions contemplated by this Agreement, including but not limited to, all inter-company arrangements between Seller's Group and the Target Group Members.
- 7.4. Transfer of IP Rights AlbumPrinter N.V.
  - (a) Seller shall secure that all intellectual property rights relating to the Target Group Members' business, owned or formerly owned by AlbumPrinter N.V., a company incorporated under the laws of the Netherlands Antilles, shall be legally transferred to AlbumPrinter B.V. within 60 Business Days after Closing.
  - (b) As an incentive for Seller to perform its obligations under Section 7.4(a) Buyer shall at Closing retain part of the First Instalment, in the amount of EUR 1,000,000 (the "**IP Holdback Amount**") as a holdback. Buyer shall release the IP Holdback Amount to Seller within 5 Business Days of receipt by Buyer of duly executed copies of the deeds of transfer relating to the intellectual property rights to AlbumPrinter B.V. attached hereto in agreed form as **Schedule 7.4**.
  - (c) The 60 Business Day period referred to in Section 7.4(a) does not constitute a firm date (*fatale termijn*) so that, if and to the extent that the intellectual property rights referred to in Section 7.4(a) are not transferred to AlbumPrinter B.V. within the 60 Business Day period,

such shall not lead to forfeiture by Seller of its right to receive the IP Holdback Amount in accordance with this Section 7.4 as soon as the intellectual property rights referred to in Section 7.4(a) have been transferred, provided that performance of the obligations in Section 7.4(a) has not become impossible and without prejudice to Buyer's rights to claim damages for breach of contract in accordance with the Dutch Civil Code. If and to the extent that the intellectual property rights referred to in Section 7.4(a) have not been transferred to AlbumPrinter B.V. within 5 years after Closing, Buyer will on the 5<sup>th</sup> anniversary of the Closing Date, remit the IP-Holdback Amount increased with interest, reasonable for the period of time held and interest applying to Buyer's normal banking arrangements, from the Closing Date up to the date the payment is made, to the Seller provided that (i) Seller has used all commercially reasonable endeavours to cause the transfer of the abovementioned intellectual property rights to AlbumPrinter B.V. and (ii) no claims from third parties have been made (and remain unresolved) against the Buyer and/or any Target Group Member or the Target Group Members have filed claims against third parties which remain unresolved or which were unsuccessful due to the inability to prove a valid chain of ownership with respect to the abovementioned intellectual property rights, in respect of the use of, or title to, the abovementioned intellectual property rights after the Closing Date.

- 7.5. Seller shall use all reasonable endeavours to cause Albumprinter Pty Ltd to provide an irrevocable power of attorney to Buyer, governed by the laws of the Netherlands to transfer the Australian national trademarks ALBELLI' (word mark, application number 1295660), ALBUMPRINTER' (word mark, application number 1295661), ALBUMPRINTING' (word and device mark, application number 1204217) and albumprinter' (word mark, application number 1112703) to a Vistaprint group entity in Australia and to perform all acts and to file all registrations which are required in order to effectuate this transfer as soon as reasonably practicable after the Closing Date.
- 7.6. Seller shall cooperate to the fullest extent as may reasonably be required with respect to the registration of the Swedish national trademarks "Önskefoto" (word mark, application number 2009/07447), "-ett minne för livet — "Önskefoto" (word and device mark, application number 2006/06333) and "SnapSend" (word mark, application number 2004/02675) so as to reflect the assignment thereof to AlbumPrinter B.V. under the asset transfer agreement between AlbumPrinter B.V. and Online Nordic Brands AB.
- 7.7. Release of Seller
- (a) The Buyer shall procure ultimately at Closing the release of the Seller, and any other member of the Seller's Group from any guarantee, indemnity, contribution obligations (*bijdrageverplichtingen*), letter of comfort or Encumbrances or other similar liability given or incurred by it for the benefit of (i) any of the Target Group Members or any of the managing directors or employees of any of the Target Group Members, whether actual or contingent.
- (b) The Buyer acknowledges that the Seller shall (i) terminate, at Closing or in any event within 2 Business Days following Closing, any statements of joint and several liability issued by the Seller under Section 2:403 of the Dutch Civil Code in respect of any of the Dutch Target Group Members and (ii) terminate, as soon as possible after Closing, any remaining liability under such statements of joint and several liability in accordance with Section 2:404 of the

Dutch Civil Code. If any creditors of any of the Dutch Target Group Members object to the termination of such remaining liability, the Buyer shall provide such objecting creditor(s) with sufficient comfort as shall have been requested by these creditor(s) or as may have been determined by a court, insofar as such can reasonably be expected from Buyer and only at arm's length terms.

#### 7.8. Wrong Pocket

- (a) Insofar as any asset exclusively or primarily used by the Target Group Members in the conduct of its Business is determined to be owned by a member of the Seller's Group (not being a Target Group Member) and this Agreement contains no express provision regarding the disposition thereof, the Parties shall engage in good faith negotiations on arm's length terms with a view toward allowing the use by the Target Group Members of such asset, whether by means of a transfer of legal title (*eigendomsverdracht*), license or otherwise, for no additional consideration to be paid by Buyer to Seller.
- (b) Insofar as any contract exclusively or primarily inuring to the benefit or burden of the Target Group Members in the conduct of their Business is determined to be held by a member of the Seller's Group (not being any Target Group Member) and this Agreement contains no express provision regarding the disposition thereof, the Parties shall engage in good faith negotiations on arm's length terms with a view toward allowing the use by the Target Group Member of such contract, whether by means of assignment (*contractsovername*), license or otherwise, for no additional consideration to be paid by either Party to the other Party and with regard to any third-party consents required.
- (c) Until the final disposition of such asset or contract, Seller hereby grants and shall cause the relevant member of its Group to grant to the relevant Target Group Member a royalty-free license to use such asset or contract.

#### 7.9. Retention of Books and Records

- (a) Buyer shall, and shall procure that the Company shall, retain for a period of 7 (seven) years from the Closing Date, or such longer period as may be prescribed by applicable law, all books, records and other written information relating to the Target Group Members prior to the Closing Date, insofar as the same has been delivered to Buyer or is in the possession of the Target Group Members pursuant to this Agreement.
- (b) Seller shall, and shall procure that the relevant members of its Group shall, retain for a period of 7 (seven) years from the Closing Date, or such longer period as may be prescribed by applicable law, all books, records and other written information relating to the Target Group Members prior to the Closing Date, insofar as the same remains in the possession of Seller or a member of its Group pursuant to this Agreement.
- (c) Buyer and Seller shall allow each other and their respective representatives, upon reasonable prior written notice, access during normal business hours to such books, records and information, including the right to inspect and take copies at the cost of the Party seeking the same, insofar as such access is reasonably required by that Party to comply with its statutory and contractual obligations.

7.10 The Seller shall procure that all communications, notices, correspondence, information, orders or enquiries relating to any of the Target Group Members which are received by the Seller or any member of the Seller's Group on or after Closing shall be immediately passed to the Buyer.

## 8. Tax matters

8.1 The Seller has provided evidence to the Buyer that the Dutch Tax authorities have withdrawn their appeal that was pending in the Amsterdam Appeal Court with respect to the Seller's favorable lower court ruling approving a lower rate of VAT chargeable on the sale of photobooks. The Company and certain of its wholly owned subsidiaries form the Seller's VAT group in the Netherlands. The Seller has represented that the Company should be entitled to a VAT refund, ("**VAT Refund**") for sales made prior to the Closing Date where a higher rate of VAT was charged. If the Seller executes a written agreement with the Dutch Tax authorities confirming the amount, method and timing of the VAT Refund prior to the Closing Date, the Seller shall provide a copy of the agreement to the Buyer. If the Seller has not received a written agreement from the Dutch tax authorities prior to the Closing Date, the Target Group Members will take, in close consultation with Seller, all reasonable efforts to obtain the VAT Refund from the Dutch tax authorities with the assistance of external tax and legal advisors, whereby the Seller may request the Buyer to take or cause the Target Group Members to take any action reasonably necessary to obtain the Tax Refund and Buyer will accede to such request if such can reasonably be expected from Buyer and such request fairly balances the interests of both Seller and Buyer in relation to the VAT Refund. To the extent the Buyer incurs external tax and legal advisor costs associated with the collection of the VAT Refund, the Seller shall bear the costs. Due to the fact that any VAT Refund received by the Company or its subsidiaries will be subject to Dutch corporate income tax, the Buyer and the Seller agree that the amount of any payment due to the Seller shall be net of the Dutch corporate income tax at the statutory rate actually applicable. For purposes of clarity, the amount of any payment to the Seller relating to a VAT Refund (the "**Refund Payment**") shall be the amount of the VAT Refund to be actually received by Buyer from the Dutch tax authorities after Closing, less applicable CIT due (for the Dutch corporate income tax liability), plus any statutory interests and possible other compensations actually received and less any external tax or legal costs incurred by the Buyer and less any amounts due to HEMA under the HEMA Contract. The Buyer will pay any Refund Payment to the Seller within 10 Business Days of receiving the VAT Refund from the Dutch Tax authorities. Any Refund Payment made to the Seller shall be deemed an increase of the Purchase Price.

8.2 **Schedule 8.2** includes a detailed description on how Seller and Buyer will deal with relevant Tax matters, the provisions of which Schedule shall apply to all pending and future Tax related issues, other than the Tax Warranties.

## 9. Representations and warranties Buyer

Buyer represents and warrants (*garandeert en staat er voor in*) to Seller that, as at the date of this Agreement and shall on the Closing Date represent and warrant that, each of the Warranties set out in **Schedule 9** is true, accurate and not misleading.

## 10. Representations and warranties Seller

- 10.1 Seller represents and warrants (*garandeert en staat er voor in*) to Buyer that, as at the date of this Agreement and shall on the Closing Date represent and warrant that, each of the Warranties set out in **Schedule 10.1** is true, accurate and not misleading, except as otherwise provided in Section 10.8.
- 10.2 Each of the Warranties shall be construed as a separate and independent representation and warranty (*garantie*) such that Buyer shall have a separate claim and right of action for every breach of this warranty and shall not be limited by the terms of any other Warranty, either expressly or by means of reference.
- 10.3 Seller acknowledges that each of the Warranties is material and that the truth and accuracy in respect of each of the Warranties is essential for the Buyer's decision to enter into this Agreement on the stated terms and conditions, including the valuation given to the Target Group Members by Buyer and the amount of the Purchase Price. The Parties therefore intend that the Seller is liable for any breach of any of the Warranties subject only to the limitations expressly set out in this Agreement.
- 10.4 Seller is not aware of any fact, matter, event or circumstance relating to the affairs of the Target Group Members, which has not been disclosed in this Agreement, the Exhibits or the Schedules thereto or in the Disclosed Information, the knowledge of which could reasonably be expected to adversely influence the decision of a reasonably prudent buyer to purchase the Company in any material respect.
- 10.5 For the purpose of the automatic repetition of the Warranties on the Closing Date, each reference in the Warranties to the "date of this Agreement" is to be construed as a reference to the date of this Agreement and the Closing Date.
- 10.6 Where any Warranty refers to the knowledge and information of the Seller, that reference will be considered to include the knowledge of, and information available to:
- (a) the Seller; and
  - (b) any supervisory or managing directors of the Seller or any of Messrs. Kees Arends, Wouter Staatsen and Maarten Wensveen;
- with respect to the facts and circumstances as meant in the relevant Warranty and in each case after proper and diligent enquiries.
- 10.7 The applicability of Book 7, Title 1 of the Netherlands Civil Code is hereby excluded.
- 10.8 The ability of Buyer to rely on the Warranties is limited by, and Seller shall not be in breach of or be liable for any Warranties Breaches in respect of, matters fairly disclosed in the Disclosed Information and sufficiently clear on the face of the relevant document, such that a reasonably experienced buyer reading such information would understand the nature and scope of it and its likely impact on the Target Group Members, without needing to ask for further information or documents. For the avoidance of doubt, a reference to information or a document that is not in fact included in the Disclosed Information or the documents attached to it does not result in the document or the information in it to be fairly disclosed as meant in this Section 10.8.



- 10.9. The Buyer acknowledges and agrees that the Seller makes no representation or warranty and does not accept any duty of care as to the accuracy of any forecasts, estimates, projections, statements of intent or statements of opinion howsoever provided to the Buyer or any of its representatives or advisors. The Buyer acknowledges that no representations or warranties, express or implied are given other than the Warranties.
- 10.10. The Buyer hereby represents and warrants to the Seller that upon signing of this Agreement the Buyer has no awareness that there is any breach of any of the Warranties.

## 11. Breach of Warranty

- 11.1. In the event of a breach of any Warranty ("**Breach**"), Seller shall be liable to Buyer for all Damages incurred as a result of such breach in accordance with the provisions of this Section 11 and shall indemnify and hold harmless (*vrijwaren*) the Buyer (or at the request of the Buyer, the relevant Target Group Member) from and against any Damages incurred by the Buyer or any Target Group Member directly resulting from such Breach.
- 11.2. Damages shall, for the purposes of this agreement include the costs, expenses, damages or liabilities incurred by the Buyer, including those incurred in preventing, limiting and/or determining the scope of the damage and the reasonable costs incurred in obtaining satisfaction of its damages claim against Seller, including reasonable attorneys' fees, it being understood that if and to the extent that such costs and expenses are borne by another member of Buyer's Group, Seller shall reimburse the relevant member of Buyer's Group.
- 11.3. Limitations in time
- Seller shall be liable to Buyer for Breach under this Section 11 occurring on or after 00.00 hours on the Closing Date:
- (a) for a period unlimited in time for the Warranties as meant in Sections 1 and 2, except for the Warranties in section 1.5 of **Schedule 10.1** (corporate authority and title to shares);
  - (b) for a period of five years for the Warranties as meant in Sections 19.1 and 19.3 of **Schedule 10.1** (compliance) but only insofar the Breach relates to an environmental matter;
  - (c) for a period equal to the applicable statute of limitations (*verjaringsstermijn*) plus six (6) months after the Closing Date with respect to the Warranties stated in Section 15 of **Schedule 10.1** (Tax); and
  - (d) for a period of 18 months after the Closing Date for all other Warranties.

### 11.4. Limitations in amount

Buyer is not entitled to recover Damages for a Breach:

- (a) to the extent the face value of an individual Breach (or a series of Breaches arising out of substantially identical facts or circumstances) does not exceed €15,000; and
- (b) to the extent the aggregate amount thereof does not exceed €300,000. Once this minimum has been exceeded, Seller shall compensate Buyer for all damages and costs suffered including such minimum;

to the extent the relevant Breach relates to Employment Warranties lower thresholds of €2,000 and €100,000 shall apply respectively.

- 11.5. The total liability of Seller for any and all claims under this Agreement (including any Indemnity Claims) shall not exceed an amount equal to the amount of the Purchase Price actually received by the Seller.
- 11.6. With the exception of Warranties as meant in Sections 1 and 2, except for the Warranties in section 1.5 (corporate authority and title to shares) and Section 8 (Intellectual Property) of **Schedule 10.1**, which are not subject to any limitation, other than the limitation set out in Section 10.8 and 11.5, the total liability for all claims constituting a Breach of Warranties will be equal to €6,000,000 (six million Euros), which amount will be increased with an amount equal to 10% of the actual Earn-Out Payment determined pursuant to Section 4, up to a maximum of €6,500,000 (six million five hundred thousand Euros) when the full Earn-Out Payment is paid.
- 11.7. The Buyer shall not be entitled to recover more than once in respect of the same Damages suffered or in respect of matters that have been included in the adjustment of the Purchase Price pursuant to Section 3.
- 11.8. The minimum and maximum thresholds stipulated in Sections 11.4 and 11.5 shall be determined exclusive of any penalties, interest and expenses.
- 11.9. In calculating the liability of Seller for any claim under this Agreement, that liability will be reduced by the sum of the following economic benefit, if any, relating to that claim:
- (a) the amount of any Tax refund received or reasonably certain to be received by any of the Target Group Members, the Buyer or any other member of the Buyer's Group and (ii) any reduction in Tax payable by any of the Target Group Members, to the extent that such refund or reduction is attributable to the facts or circumstances giving rise to the liability of the Seller;
  - (b) the amount of any provision, allowance or reserve which is attributable to the facts giving or circumstances giving rise to the liability of the Seller, in the Accounts;
  - (c) any amount actually received or reasonably certain to be received by the Buyer or any of the Target Group Members under an insurance policy or from a third party, to the extent that such amount is attributable to the facts giving rise to the claim; and
  - (d) any amount that would have been covered under any insurance policy of any of the Target Group Members in effect immediately prior to Closing, had such insurance policy been maintained after the Closing Date.
- 11.10. The Seller shall not be liable under this Agreement in respect of any matter, act, omission or circumstance (or any combination thereof), including the aggravation of a matter or circumstance to the extent that the same would not have occurred but for:
- (a) any matter or thing done or omitted to be done pursuant to and in compliance with this Agreement or otherwise at the request or with the approval of the Buyer;

- (b) any act, omission or transaction of the Buyer or any other member of the Buyer's Group or any of their respective directors, officers, employees or agents or successors in title after the date of this Agreement.

11.1 The limitation of the liability of Seller pursuant to this Section 11 shall not apply in the event of fraud (*fraude*), wilful misconduct (*opzet*), intentional misrepresentation (*bedrog*) or gross negligence (*grove schuld*) on the part of Seller as a result of which one or more Warranties is inaccurate or misleading.

## 12. Specific Indemnification

12.1 Seller shall indemnify (*vrijwaren*) and hold Buyer and each Target Group Member harmless (*schadeloosstellen*), against any and all Damages suffered in relation to any of the following third-party claims ("**Indemnification Claim**"), it being understood that if and to the extent that any costs and expenses are borne by another member of Buyer's Group in connection with an Indemnification Claim, Seller shall reimburse the relevant member of Buyer's Group for such costs and expenses:

- (a) the Tax Indemnity Claims as specified in **Schedule 8.2**;
- (b) any claims from (former) Employees pursuant to the fact that they have worked on an average 40 hour per week contract basis instead of the mandatory average 36 hour per week as put down in the applicable Collective Bargaining Agreement to the extent that these claims relate to the period up to Closing;
- (c) any claims from the contemplated resignation of Mr Cubric;
- (d) any claims following from the potential applicability of the Grafimedia Collective Bargaining Agreement to employees of the Target Group Members working at the Company's offices in Amsterdam to the extent that these claims relate to the period up to Closing;
- (e) any claims pursuant to the potential dispute with CeWe Color AG & Co, a German competitor of the Company regarding the matters set out in the letters from CeWe Color AG & Co dated 30 September 2010 and 1 February 2011 limited to the actual amount lost irrespective of which Buyer's Group member or Target Group Member will suffer the Damages;
- (f) any claims pursuant to the credit facility with Rabobank in relation to the deeds of pledge of the Benelux word mark "ALBELLI" and the domain name "AlbumPrinter";
- (g) any claims pursuant to the full ownership regarding Intellectual Property Rights, including, but not limited to, all Indictis related Intellectual Property Rights, relevant to the business of the relevant Target Group Members not having been legally transferred to the relevant Target Group Members;
- (h) any claims resulting from the missing tax certificates (*VAR-verklaring*) which could result the Company and/or the Subsidiaries having to pay backdated employer tax and social security;
- (i) any claims pursuant to soil pollution at Laan van Ypenburg 34-38 in The Hague, by the Company in the past;

- (j) any claims by the sellers of Onskefoto and Bonusprint against any Target Group Member for any deferred consideration related to the acquisitions by the relevant Target Group Member of the aforementioned companies insofar as these claims exceed the estimate of the total payment obligation included in the Closing Accounts;

12.2. The limitations of liability as set out in Sections 11.4 and 11.6 shall not apply to an Indemnification Claim. All costs, including reasonable attorneys' fees, incurred by the Buyer, the Target Group Members and each Group Company in connection with an Indemnification Claim, if valid, shall be borne by Seller.

### 13. Claims

#### 13.1. Notice of Claims

- (a) Notice of any claims against the Seller under this Agreement shall be provided in writing by Buyer to Seller in accordance with Section 18.
- (b) Said notice shall be provided as soon as reasonably possible, but ultimately within 30 Business Days following determination by Buyer that the relevant facts and circumstances qualify as a Claim.
- (c) Notice of a Claim shall include (i) all reasonable particulars of the facts underlying the Claim and all relevant underlying documentation and information as may reasonably be required by the Seller to assess the merits of the claim, and (ii) a reasonable estimate by Buyer of the Damages which form the subject of the Claim.

#### 13.2. Disputed Claims

- (a) Insofar as Seller denies liability for a claim of the Buyer under this Agreement, each of the Parties shall be under the obligation to endeavour, on a best efforts basis, to resolve amicably the relevant matter in dispute. If the dispute or difference is not resolved to the satisfaction of both Parties within 30 Business Days after it has arisen, the dispute or difference may be referred to the court of competent jurisdiction in Amsterdam in accordance with Section 25.
- (b) Any claim, with the exception of any Third Party Claim, notified to the Seller shall (if it has not been previously satisfied, settled or withdrawn) be deemed to be irrevocably withdrawn 6 (six) months after the Buyer has filed notice in accordance with Section 13.1(b), unless legal proceedings in respect of it (i) have been formally commenced and (ii) are being and continue to be pursued with reasonable diligence.

#### 13.3. Disputed Warranty Claims relating to Accounts, Net Debt and Net Working Capital

13.4. Insofar as Seller denies a Warranty Claim, in whole or in part, relating to any of the Accounts, Net Debt and / or Net Working Capital Warranties, stated in **Schedule 3.2**, the provisions of Section 3 of **Schedule 3.2** shall apply *mutatis mutandis*.

#### 13.5. Defence of Third Party Claims

- (a) If the Buyer is confronted with or otherwise becomes aware of any claim of a third party, with the exception of claims from any Tax Authority for which claims the arrangements as

set out in **Schedule 8.2** will prevail, against the Buyer or any of the Target Group Members, which claim, if valid, would result in liability of the Seller under this Agreement (a "**Third Party Claim**"), the Buyer shall notify the Seller of such Third Party Claim as soon as possible after having become aware thereof in accordance with Section 13.1. As soon as possible following the date of that notification the Parties shall consult each other on the course of action to be taken. The Seller shall, however, at its sole discretion and subject only to any restriction under any insurance policy, be entitled to take, or request the Buyer to take, or to procure that the relevant Target Group Member shall, take any reasonable action necessary to defend or settle the Third Party Claim, and Buyer shall not withhold its cooperation with respect to such a reasonable request on unreasonable grounds. Each of Seller and Buyer shall bear its own costs in connection with a Third Party Claim. The Seller shall use best endeavours to strike a fair balance between the interests of the Seller in keeping its liability in connection with the Third Party Claim as low as possible and the interests of the Buyer and the Target Group Members to maintain good business relations with the third party concerned.

- (b) If Seller does not elect to assume the conduct as contemplated above, Buyer may elect to assume the conduct of any appeal, dispute, compromise or defence of the Third Party Claim and of any incidental negotiations as long as this does not have any adverse effect on the Seller. Seller shall however in this event reimburse all Buyer's costs in connection with the Third Party Claim.
- (c) The Parties will cooperate with each other in dealing with any Third Party Claim and will allow each other access to all books and records which might be useful for such purpose, during normal business hours and at the place where the same are normally kept, with full right to make copies thereof or take extracts therefrom. Such books and records shall be subject to a duty of confidentiality except for disclosures necessary for resolving such Third Party Claim or otherwise required by applicable law or stock exchange rules.
- (d) Neither Buyer nor Seller shall admit liability, settle or otherwise compromise the third-party claim without the prior written consent of the other Party, which consent shall not unreasonably be withheld. The Party entitled to grant such consent shall respond in writing within 10 Business Days following the issue of a request thereto, in the absence of which consent shall be deemed to have been granted. Buyer and Seller shall procure that the members of their respective Group adhere to this Section 13.5(a).

#### 13.6. Payment of Claims

Seller shall remit payment of the Damages to Buyer or, at the option of Buyer, to the Company within 30 Business Days following the date as per which Parties have reached the amicable agreement pursuant to Section 13.3, in the amount agreed upon.

### 14. Protective Covenants

#### 14.1. Non-competition

- (a) For a period of two years following the Closing Date, Seller shall refrain and shall cause each member of its Group to refrain from directly or indirectly engaging or participating in any business in the Protected Field.
- (b) For purposes of this Section 14.1, the Protected Field is defined as the Business of the Company and its Subsidiaries as conducted on the Closing Date.
- (c) The restriction in Section 14.1(a) shall apply in the territory in which the Seller engaged in the Protected Field on the Closing Date as well as the territory in which the Seller has incurred investments in order to conduct future business in the Protected Field, being Europe.
- (d) The Parties hereby mutually acknowledge and agree that the restrictions as stated in this Section 14.1 are necessary and proportionate to allow the Buyer to enjoy and protect the value of the Target Group Members acquired pursuant hereto.
- (e) Each of the restrictions in each sub-clause of Section 14.1 shall be enforceable independently of each other and its validity shall not be affected if any of the others is invalid.

#### 14.2.Seller Non-solicitation

- (a) For a period of two years following the Closing Date the Seller shall refrain and shall cause each member of its Group to refrain from inducing any customer or supplier with whom the Target Group Members traded on the Closing Date, as well as any Person with whom the Target Group Members traded in the 12 (twelve) months preceding the Closing Date, to terminate its business relationship with the relevant Target Group Members.
- (b) For a period of two years following the Closing Date Seller shall not, and shall cause each member of its Group not to, solicit any Person employed by the Target Group Members on the Closing Date to terminate his/her employment, except for such Persons who (a) answer a public advertisement or (b) are approached by the Seller or a member of its Group following termination of that Person's employment by the Target Group Members.
- (c) With respect to the HEMA Contract dated 16 February 2007, as amended on 16 February 2011, and HEMA in general, in relation to the topics covered under (a) and (b) of this Section 14.2 Parties agree that the respective applicable periods will be extended for up to the expiration date of the last HEMA Contract, being 15 February 2016 instead of two years considering the crucial role of these contracts for the Target Group Members and its business, and Parties explicitly agree and acknowledge that such extended periods are reasonable.

#### 14.3.Penalty

In the event of a breach or a threatened breach of this Section 14 by Seller, Buyer shall be entitled to seek appropriate injunctive relief. In the event of a breach, Buyer shall also be entitled to seek actual damages and any other relief permitted under law including specific performance (*nakoming*). Without prejudice to the rights of Buyer as stated in this Section 14.3, Buyer is entitled to a penalty (*boete*) in the amount of €100,000 for each breach of Section 14.1 and an amount of €10,000 for each day in which the breach continues.

## 15. Seller's security

- 15.1. As security (*zekerheid*) for any claims of the Buyer against the Seller under this Agreement, the Seller shall cause a bank guarantee to be issued by Rabobank Utrecht en Omstreken Coöperatief U.A. for the benefit of the Buyer on the Closing Date in the principal amount of €6,000,000 (six million Euros), which amount will be increased with an amount equal to 10% of the actual Earn-Out Payment determined pursuant to Section 4, up to a maximum of €6,500,000 (six million five hundred thousand Euros) when the full Earn-Out Payment is paid, in the agreed form (the "**Bank Guarantee**"), which Bank Guarantee shall remain in full force and effect until 18 months after Closing, in the Agreed Form attached hereto as **Schedule 15.1**.
- 15.2. As security for the performance by the Seller of its payment obligations towards the Buyer under this Agreement, and only to the extent that the Bank Guarantee offers insufficient recourse for the Buyer, each of the following persons shall bind itself as surety (*borgstellen*) by and subject to the terms of the Guarantee (*overeenkomst van borgtocht*) entered into for the benefit of the Buyer in the Agreed Form attached hereto as **Schedule 15.2**: Van den Ende & Deitmers Crossmedia B.V., Mr. H. Veldhuizen, Mr. A. Grimbergen, Mr. M. Plomp, Mr. J. Schuijff, Mr. E. Smid, Mr. J. Overweg, Mr. H. Pesch, Mrs. S. Hartingsveldt, Mr. J. Keijzer, Mr. C.D. Arends, Mr. W. Staatsen, Mr. M. Wensveen, Mr. L. Delaney, Mr. S. Nagtegaal, Mr. E. de Greef, Mr. R. Heusinkveld, Mr. J. Buurman, Mr. F. van Run, Mr. K. Waslander, Mr. Q. la Riviere, Mr. D. Eldering and Mr. P. Kooi.
- 15.3. Escrow for deferred consideration Önskefoto and Bonusprint
- (a) Subject to the terms stated in this Section 15.3, Seller shall deposit into escrow an amount equal to the difference between the estimate of the total payment obligation and the maximum payment obligation of all future payments for any deferred consideration related to prior acquisitions by the Target Group Members, being €1.281.497 (one million two hundred eighty-one thousand four hundred ninety-seven Euros) (the "**Escrow Amount**") with the Notary (for the purposes of this Section also referred to as the "**Escrow Agent**"). The Escrow Amount shall serve as security for any Indemnification Claim by Buyer under Section 12.1 (j). The terms and conditions governing the Escrow Amount and release thereof shall be mutually agreed by the Parties and set forth in a tripartite escrow agreement among the Escrow Agent, Buyer and Seller, in accordance with the agreed form attached hereto as **Schedule 15.3** ("**Escrow Agreement**"). For purposes of this Agreement and the Escrow Agreement, the term "**Escrow Claim**" shall mean a claim by Buyer pursuant to Section 12.1 (j).
- (b) The Escrow Agent shall release the Escrow Amount to the Seller within 10 Business Days from the date that the amounts of deferred consideration referred to above have been determined and paid by the Target Group Companies to the relevant beneficiaries, but ultimately on 31 December 2012, provided that prior to such date Buyer has not notified the Escrow Agent of an Escrow Claim in which case the Escrow Agent shall not release the amount of such Escrow Claim until the earlier of (i) written consent by Buyer and Seller stipulating the amounts to be released to Buyer and/or Seller, or (ii) a judgment in accordance with the terms of this Agreement which is no longer subject to appeal stipulating the party to whom the Escrow Claim shall be released and the amount thereof.

## 16. Set-off

Each of Buyer and Seller may at any time or times, with notice to Seller or Buyer as the case may be, set off any amount due (*opeisbaar verschuldigd bedrag*) by Seller to Buyer or by the Buyer to the Seller as the case may be against any amount due (*opeisbaar verschuldigd bedrag*) by Buyer to Seller or by Seller to Buyer as the case may be under this Agreement, including, but not limited to, against the Bank Guarantee or the relevant Earn-Out Payment (in case of the Buyer). Any exercise by Buyer or Seller of its rights under this Section shall be without prejudice to any other rights or remedies available to the relevant Party under this Agreement or otherwise.

## 17. Confidentiality

### 17.1. Proprietary information

Seller shall keep as confidential and not disclose to any Person any proprietary information obtained by any means whatsoever prior to the date of this Agreement regarding the business, financing, working methods, customers or suppliers of the Target Group Members or the Buyer insofar as such information can reasonably be assumed to be of a confidential nature.

### 17.2. Agreement

Each Party shall keep as confidential and not disclose to any Person any information regarding this Agreement, the other Party and the negotiations conducted in the context of entering into this Agreement.

### 17.3. Permitted disclosure

The provisions of Sections 17.1 and 17.2 shall not prohibit disclosure or use of any information if and to the extent that disclosure is:

- (a) required by law or the rules and regulations of any generally recognised securities exchange on which the shares of Buyer or a member of its Group is listed;
- (b) required by a governmental authority;
- (c) required for Buyer, the Seller or any (indirect) shareholder of the Seller for information purposes regarding its shareholders, the shareholders' investment advisors, the shareholders' professional advisors, Buyer's professional advisors or any prospective buyer, in case of the latter subject to such prospective buyer entering into a non disclosure agreement with the Buyer;
- (d) required for purposes of asserting, defending or adjudicating any claim arising from this Agreement;
- (e) publicly available on the date of this Agreement or thereafter becomes publicly available (other than by breach of this Agreement);
- (f) permitted by the other Party as evidenced by prior written consent; or
- (g) permitted pursuant to Section 17.4.



Provided that, prior to disclosure or use of any information pursuant to this Section 17.3, the Party wishing to make such disclosure shall promptly notify the other Party thereof with a view toward allowing the latter Party to contest such disclosure and/or take measures to limit the scope thereof.

#### 17.4. Press release

Notwithstanding the provisions of this Section each of the Buyer and the Seller shall be entitled to issue a press release announcing the completion of the transactions contemplated by this Agreement, the contents and timing of which shall be agreed among the Parties (the "**Press Release**"). After Buyer has released such Press Release Van den Ende & Deitmers Crossmedia Fund will have the right to issue its own press release, the contents of which shall be subject to approval by Buyer, which will not unreasonably be withheld, conditioned or delayed.

#### 17.5. Penalty

In the event of a breach or a threatened breach of this Section by a Party, the other Party shall be entitled to seek appropriate injunctive relief. In the event of a breach, the injured Party shall also be entitled to seek actual damages and any other relief permitted under law including specific performance (*nakoming*). Without prejudice to the rights of the injured Party as stated in this Section, the injured Party is entitled to a penalty (*boete*) in the amount of €50,000.— (fifty thousand Euros) for each breach of this Section.

### 18. Notices

18.1 All notices, requests, demands and other communications to either Party hereunder shall be in writing and shall be given to the appropriate address set forth below:

(a) if to Buyer or the Company, to:

Name: Vistaprint  
Attn: President, EUBU  
Email: [nruotolo@vistaprint.com](mailto:nruotolo@vistaprint.com)  
Address: Vistaprint, Metrovacesa Park 22@,

Modulo D, Calle Bac de Roda,  
64, 08019, Barcelona, Spain

with copy to:

Name: Kennedy Van der Laan N.V.  
Attn: Mr. L.C. Bouchez  
Email: [Louis.bouchez@kvd.com](mailto:Louis.bouchez@kvd.com)  
Address: Haarlemmerweg 333

1051 LH Amsterdam  
The Netherlands

(b) if to the Seller:

Name: Albumprinter Beheer B.V.  
Attn: Board of Directors  
Email: kees@keesarends.com and  
wouter.staatsen@alumni.insead.edu  
Address: Stationsplein 53 — 57  
1012 AB Amsterdam  
The Netherlands

with copy to:

Name: Lexence N.V.  
Attn: Mr. M.R. van Schooten  
Email: m.van.schooten@lexence.com  
Address: Peter van Anrooystraat 7  
1076 DA Amsterdam  
The Netherlands

or at such other address as it may notify in writing to the other Party under this Section. Any notice or other document sent by post shall be sent by recorded delivery post (*aangetekende post*) (if the place of destination is the same as its country of origin) or by overnight courier (if its destination is elsewhere).

18.2. Any notice or other communication shall be deemed to have been given or served:

- (a) if personally delivered:
  - at the time of delivery, if delivered between the hours of 8.30 a.m. and 4.00 p.m. (local time at the place of receipt) on a Business Day; or
  - if not, at 8.30 a.m. (local time) on the next following Business Day;
- (b) if posted, at 10.00 a.m. (local time) two Business Days after it was sent; or
- (c) if sent by air courier, 10.00 a.m. (local time) on the day one Business Day after it was sent.

18.3. Any notice of other communication which does not comply with this Section 18 shall have no effect.

18.4. Any notices or formal communication pursuant to this Agreement will be accompanied by an email that will be sent at the same time as the notice or formal communication, however such email alone will not constitute a notice or a formal communication pursuant to this Agreement.

#### **19. Transfer of Buyer's rights and obligations**

None of the rights or obligations under this Agreement may be assigned or transferred by a Party without the prior written consent of the other Party. However, the rights and obligations of the Buyer pursuant to this Agreement may be assigned and transferred (whether by specific title

(*bijzondere titel*) or general succession (*algemene titel*) to any other member of the Buyer's group (and such assignment and transfer is hereby approved in advance) in connection with an internal reorganisation, if any provided that the Buyer will be jointly and severally liable (*hoofdelijk aansprakelijk*) for the due and punctual performance by its successor(s) and/or assign(s) of its/their obligations and any liabilities arising under this Agreement.

## **20. Amendments and Waivers**

No amendment to this Agreement shall be effective against any party hereto unless made in writing and signed by all parties to this Agreement. The failure of any party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of any right hereunder, nor shall it deprive that party of the right thereafter to insist upon the strict adherence to that term or any other terms of this Agreement.

## **21. Entire Agreement**

This Agreement and the Schedules and Annexes hereto constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede and cancel all prior agreements, negotiations, correspondence, undertakings, understandings and communications of the Parties and the Company, oral and written, with respect to the subject matter hereof, including but not limited to the term sheets as meant in preamble Section (E).

## **22. Fees and Expenses**

22.1 Each of the parties shall be responsible for its respective legal and other costs incurred in relation to the negotiation, preparation and Closing of this Agreement and ancillary documents. The costs of the Civil Law Notary for preparation and execution of the Deed of Transfer, including any registration costs, shall be borne by the Company.

22.2 For the avoidance of doubt, the Seller must pay any and all costs incurred by the Company in connection with the preparation of this Agreement, the transactions contemplated herein and the sale process leading up to the same including but not limited to investment bank, accountant, legal and other related costs and expenses.

## **23. Binding Nature; Waiver; Severability**

23.1 This Agreement shall be binding upon and inure solely to the benefit of the parties hereto (and their respective successors by operation of law) and permitted assigns.

23.2 Except as set out in this Agreement, each Party waives the right:

- (a) to the fullest extent permitted by Dutch law their rights, if any, to declare void (*vernietigen*), terminate (*ontbinden*) on the basis of sections 6:228 or 6:265 of the Dutch Civil Code or one-sidedly modify (*wijzigen*) (part of) the Agreement or otherwise rescind this Agreement by way of an out-of-court declaration (*buitengerechtelijke verklaring*) or in any other manner or to seek the dissolution (*ontbinding*) or nullification (*vernietiging*) of this Agreement in court. The Party in error shall bear the risk of any error made in creating this Agreement.

(b) Should any of the Parties, notwithstanding the provisions as stipulated in Section 23.2(a), have a right to declare (a part of) the Agreement void, Parties will confirm (*bevestigen*) the Agreement as meant in article 3:55(1) of the Dutch Civil Code.

(c) Should (part of) the Agreement be invalid (*nietig*), Parties will ratify the Agreement as meant in article 3:58(1) of the Dutch Civil Code.

23.3 Any term or provision of this Agreement that is invalid (*nietig*), void or otherwise unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

#### **24. No conflict**

Mr. Jan Schouten is a Civil Law Notary of Kennedy Van der Laan, the firm of external legal advisors to Buyer. The parties hereto hereby acknowledge and consent to said involvement by the Civil Law Notary as meant in Article 22 of the "Professional Code of Conduct Directive" (*Verordening beroeps- en gedragsregels*) as last amended on 20 February 2002 as established by the Board of Royal Professional Organisation of Civil Law Notaries (*Koninklijke Notariele Beroepsorganisatie*).

#### **25. Governing law and forum**

25.1 This Agreement is governed by and shall be interpreted in accordance with the laws of the Netherlands.

25.2 For the purpose of this Agreement, including for the serving of litigation and documents such as a writ of summons, a statement of claim, a legal judgment or arbitration award, the Parties elect to have their domiciles at the addresses referred to in Section 18.

25.3 Any dispute arising out of or in connection with this Agreement or any agreement arising out of this Agreement shall exclusively be submitted to the court of competent jurisdiction in Amsterdam, the Netherlands. The Parties irrevocably agree to submit to that jurisdiction.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**VISTAPRINT N.V.**

**ALBUMPRINTER BEHEER B.V.**

By: /s/ Nicholas Ruotolo \_\_\_\_\_  
Nicholas Ruotolo

By: /s/ C.D. Arends \_\_\_\_\_  
C.D. Arends

Title: President, Vistaprint Europe

Title: Chief Executive Officer

**Schedule (G)**  
**Hema letter**

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## Schedule 1.1

### Definitions

Term	Definition
Accounts Date	: as stated in <b>Schedule 3.2</b>
Accounting Principles	: as stated in <b>Schedule 3.2</b>
Accounts	: the audited consolidated balance sheet and profit and loss account of the Company and its Subsidiaries, including the notes thereto for the period 1 January 2010 through 31 December 2010.
Agreed Form	: a document appended or referred to in this Agreement in the form approved by the Parties and no longer subject to negotiation
Agreed Normalised Net	: as stated in <b>Schedule 3.2</b>
Working Capital	
Agreement	this Share Purchase Agreement, including all Schedules and Annexes hereto
Annex	: an annex to a Schedule
Applicable Law	: with respect to the German Subsidiary the laws of Germany and with respect to the Seller, the Company and Dutch Target Group Members, the laws of the Netherlands
Articles	: the articles of association ( <i>statuten</i> ) of the Company, as in force on the Closing Date
Assets	: as defined in Section 7.1 of the Warranties
Bank Guarantee	: as defined in Section 15.1
Benefit Plans	: as defined in Section 6.1 of the Warranties
Board	: the board of managing directors of the Company
Breach	: as defined in Section 11.1
Business	: means print and photo related products
Business Day	: a day on which banks are generally open for business in the Netherlands and Spain
Buyer	: Vistaprint N.V., a public company ( <i>naamloze vennootschap</i> ) incorporated under the laws of the Netherlands, having its seat ( <i>statutaire zetel</i> ) in Venlo and its principal place of business at Hudsonweg 8, 5928 LW Venlo, the Netherlands, registered with the Trade Register of the Chamber of Commerce for Limburg under number 14117527
Buyer's Accountant	: as stated in <b>Schedule 3.2</b>
CIT Agreements	: as stated in <b>Schedule 8.2</b>
Civil Law Notary	: Mr. J. Schouten, civil law notary of Kennedy Van der Laan, Haarlemmerweg 333, 1051 LH Amsterdam, the Netherlands, or his deputy
Claim	: means any claim, other than a Third Party Claim, pursuant to a Breach or an Indemnification Claim
Closing	: the completion of all matters set forth in Section 6.4 of the Agreement in accordance therewith

<b>Term</b>	<b>Definition</b>
Closing Accounts	: the audited consolidated balance sheet and profit and loss account of the Company and its Subsidiaries, including the notes thereto for the period 1 January 2011 through the Closing Date, as prepared in conformance with <b>Schedule 3.2</b>
Closing Amount	: as stated in Section 3.3(a)
Closing Date	: the day on which Closing occurs
Closing Documents	: as defined in Section 1.1. of the Warranties
Company	: AlbumPrinter Holding B.V., a private company with limited liability ( <i>besloten vennootschap met beperkte aansprakelijkheid</i> ), incorporated under the laws of the Netherlands, having its seat ( <i>statutaire zetel</i> ) at Amsterdam and its principal place of business at Stationsplein 53 — 57, in (1012 AB) Amsterdam, the Netherlands, registered at the Dutch Commercial Register under number 34248080
Condition	: the condition precedent as stated in Section 5.1
Customers	: as defined in Section 10.1 of the Warranties
Damages	: damages ( <i>vermogensschade</i> ) as defined in article 6:96 Dutch Civil Code
Data Room	: means the virtual data room operated by Data Room Services B.V. (on the Transperfect Deal Interactive platform) containing financial, tax, legal and commercial information on the Target Group Members and their businesses and which documents are electronically stored on the CD-Rom which will be deposited with the Notary pursuant to the Deed of Deposit;
Deed of Deposit	: means the deed of deposit ( <i>overeenkomst van bewaarneming</i> ) of which a draft in agreed form is attached hereto as <b>Schedule 6.4 (q)</b> ;
Deed of Transfer	: the deed pursuant to which title to the Shares is transferred from Seller to Buyer, in the Agreed Form attached hereto as <b>Schedule 2.2</b>
Determination Date	: as defined in Section 3.2
Disclosed Information	: means the matters disclosed in the Disclosure Letter and the contents of the DVD containing the information made available in the Data Room and held in deposit by the Notary pursuant to the Deed of Deposit;
Disclosure Letter	: the document attached hereto as <b>Schedule 6.4 (i)</b>
Disruption Date	: as stated in <b>Schedule 8.2</b>
Domain Names	: the domain names as listed in <b>Annex 1</b>
Dutch GAAP	: as stated in <b>Schedule 3.2</b>
Earn-Out Payment	: as defined in Section 3.1 (b)
Earn-Out Period	: as defined in Section 3.1 (b)
EBITDA	: means earnings from operations before interest, taxes,



<b>Term</b>	<b>Definition</b>
	depreciation and amortization determined in accordance with Dutch GAAP as consistently applied by the Company and in accordance with the provisions of Section 4.2.
2012 EBITDA Target	: means €1,000,000 (eleven million Euros)
Employees	: as defined in section 5.1 of the Warranties
Encumbrances	: any limited right ( <i>beperkt recht</i> ), personal right ( <i>persoonlijk recht</i> ), option, lien, charge, pledge ( <i>pand</i> ), claim, restriction, right of usufruct ( <i>vruchtgebruik</i> ), easement ( <i>erfdienstbaarheid</i> ), long-term lease ( <i>erfpacht</i> ), mortgage ( <i>hypotheek</i> ), right of superficies ( <i>opstalrecht</i> ), pre-emptive right, retention of title ( <i>eigendomsvoorbehoud</i> ), security interest, attachment ( <i>beslag</i> ), or any similar or dissimilar encumbrance whatsoever
Escrow Account	: the escrow account in the name of the Escrow Agent as designated in the Escrow Agreement
Escrow Agent	: as defined in Section 15.3
Escrow Agreement	: as defined in Section 15.3
Escrow Amount	: as defined in Section 15.3
Expert	: as stated in <b>Schedule 3.2</b>
First Instalment	: the instalment referred to in Section 3.1 (a)
Fiscal Unity CIT	: as stated in <b>Schedule 8.2</b>
Fiscal Unity Member	: as stated in <b>Schedule 8.2</b>
Fiscal Unity	: as stated in <b>Schedule 8.2</b>
Settlement Event	
Fulfilment Date	: as defined in Section 5.2
General Meeting	: the general meeting of shareholders of the Company
German Subsidiary	: means Albelli GmbH, a private company with limited liability, incorporated under the laws of Germany, having its seat its principal place of business at Im Mediapark 8, 50670 Cologne, Germany, registered at the German commercial register
Governmental Authority	: means any departments, authorities (regulatory or competition), agencies, commissions and boards of governments, whether national, local, foreign or otherwise
Group	: As defined in article 2:24b Dutch Civil Code
Hema Contracts	: the agreement between Hema BV and AlbumPrinter Services BV dated 27 December 2007 as amended pursuant to an addendum dated 16 February 2011
Information Technology	: means computer hardware, software, networks and/or information technology and any aspect or asset of a business which relies on computer hardware, software, networks and/or information technology (whether embedded or otherwise), including any appertaining documentation
Indemnification Claim	: as defined in Section 12.1

<b>Term</b>	<b>Definition</b>
Insurance	: as defined in Section 16.1 of the Warranties
Intellectual Property	: all industrial and intellectual property rights, including patents, trade marks, service marks, certification marks, trade, business and company names, internet domain names, e-mail addresses, copyrights, rights in computer software (including all object and source codes), registered designs, design rights, rights in confidential know-how and other rights of a similar nature subsisting anywhere in the world, in each case whether registered or unregistered and including all applications for their registration, owned by, in the possession of, used or developed by or for or concerning the business of the Target Group Companies at any time before the Closing Date, together with the goodwill relating to it and including applications or rights to use them under Applicable Law
IP Holdback Amount	: as defined in Section 7.4(b)
Key Employee	: means each of Messrs. Kees Arends, Wouter Staatsen and Maarten Wensveen
Leased Assets	: as defined in Section 7.3 of the Warranties
Litigation	: as defined in Section 17.1 of the Warranties
Material Adverse Effect	: means any effect, event, occurrence, circumstance or change that, individually or together with other effects, events, occurrences, circumstances or changes is materially adverse to the business of the Group taken as a whole and, which will prevent (or can reasonably be expected to prevent) the fundamental and basic operation of the business of the Group after giving effect to the transactions as contemplated by the Agreement, including those events or developments occurring before the date of this Agreement the full effect of which only become apparent between the date of this Agreement and the Closing Date; provided, however, that any of the following shall not constitute a "Material Adverse Effect": (i) any effect, event, occurrence, circumstance or change that is caused by conditions affecting the Dutch economy in general or the economy of any nation or region in which any of the Target Group Members conducts business that is material to the business of such the Group, taken as a whole, (ii) any effect, event, occurrence, circumstance or change that is caused by conditions affecting the industries and/or markets in which the Group is active, (iii) any effect, event, occurrence, circumstance or change that is caused by conditions affecting the financial markets and/or (iv) any effect, event, occurrence, circumstance or change fairly disclosed in the Disclosed Information or as a result of facts and/or

<b>Term</b>	<b>Definition</b>
	circumstances fairly disclosed in the Disclosed Information, but only insofar as any of these events under (i) through (iv) do not specifically (a) relate to or (b) do not have a specific effect on , in each case as compared to most other industry participants, the business of the Group taken as a whole
Material Contracts	: as defined in Section 12.1 of the Warranties
Net Debt	: as stated in <b>Schedule 3.2</b>
Net Working Capital	: as stated in <b>Schedule 3.2</b>
Normalised Net Working Capital	: as stated in <b>Schedule 3.2</b>
Party	: a party to this Agreement
Property	: as defined in Section 14.2 of the Warranties
Protected Field	: as defined in Section 14.1(b)
Purchase Price	: as defined in Section 3.1
Refund Payment	: as defined in Section 8.1
Relief	: as stated in <b>Schedule 8.2</b>
Revenue	: means the fair value of consideration received or receivable for the sale of goods and services in the ordinary course of the Company's activities excluding value-added tax and net of rebates, sales returns and discounts determined in accordance with Dutch GAAP as consistently applied by the Company. For avoidance of doubt, Revenue shall only be included when the related product has been shipped or service rendered with no significant post-delivery obligations on the Company's part. All sales between the Company and its subsidiaries are to be eliminated. All sales generated by Buyer shall be excluded
2012 Revenue Target	: means €51,200,000 (fifty one million two hundred thousand Euros)
Section	: a section in the Agreement
Schedule	: a schedule to the Agreement
Second Instalment	: the instalment referred to in Section 3.1 (b)
Seller	: AlbumPrinter Beheer B.V., a private company with limited liability ( <i>besloten vennootschap met beperkte aansprakelijkheid</i> ), incorporated under the laws of the Netherlands, having its seat ( <i>statutaire zetel</i> ) in Amsterdam and its principal place of business at Stationsplein 53 -57, 1012 AB Amsterdam, the Netherlands, registered with the Trade Register of the Chamber of Commerce for Amsterdam under number 34247365
Seller's Accountant	: PricewaterhouseCoopers
Shares	: all of the issued and outstanding shares ( <i>geplaatst kapitaal</i> ) of the Company, numbered 1 through 1,830,000, each with a nominal value of €0.01

<b>Term</b>	<b>Definition</b>
Subsidiaries	: the entities identified in this <b>Schedule 1.1</b>
Target Group Member	: collectively, the Company and its Subsidiaries and individually either one of the Company or any of its Subsidiaries
Tax/Taxation	: all forms of taxes, taxation, fees, levies, duties, quotas, withholdings or any other assessments of any kind in any jurisdiction whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, payroll, social security and social insurance premiums, license, turnover, added value of other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, rates and levies, real estate ( <i>overdrachtsbelasting</i> ) and ground lease ( <i>erfpacht</i> ) taxes (whether imposed by way of a withholding or deduction for on account of tax or otherwise) and in respect of any person and all penalties, charges, costs and interest relating thereto due, payable, levied or imposed by any national, federal, state, provincial, municipal or other governmental authority in any relevant jurisdiction
Tax Authority	: as stated in <b>Schedule 8.2</b>
Tax Indemnity Claim	: as stated in <b>Schedule 8.2</b>
Tax Return	: as stated in <b>Schedule 8.2</b>
Third Party Account	: the bank account of the Civil Law Notary with ING Bank N.V., account number 69.62.10.053 in the name of Derdengelden Kennedy Van der Laan Notariaat, Swift code INGBNL2A, IBAN number NL43INGB0696210053
Third Party Claim	: as defined in Section 13.5
VAT Refund	: as defined in Section 8.1
Warranty	: each of the statements of Seller as set forth in Section 10.1 and <b>Schedule 10.1</b>
Warranty Claim	: a claim by Buyer against Seller pursuant to Section 10

**Schedule 2.2**  
**Deed of Transfer**

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**Schedule 3.2**  
**Closing Accounts**

**1. Definitions**

Capitalized terms used in this **Schedule 3.2** shall have the same meaning as ascribed thereto in the Agreement, except as otherwise stated in this Section 1.

<b>Term</b>	<b>Definition</b>
Accounts Date	: Closing Date

Accounting Principles : as used to prepare the accounts as of the Closing Date including the principles defined in Section 4.3 of this Schedule

Agreed Normalised : means the 12 months average of Normalised Net Working Capital calculated for the 12 months October 2010 — September 2011 which will be used to determine the amount of the adjustment of the First Instalment.

Net Working Capital

Expert : an auditing firm appointed in accordance with Section 2.3 of this Schedule

GAAP : the generally accepted accounting principles applied in the Netherlands in accordance with Part 9 of Book 2 of the Dutch Civil Code, as in force on the Closing Date

Net Debt : the Company's net debt consists of the following items:

- plus cash and cash equivalents;
  - minus long term and short term loans from banks or other parties;
  - minus deferred consideration Bonusprint;
  - plus deferred revenues Bonusprint based on past revenues by Bonusprint netted by production payments;
  - minus deferred consideration Onskefoto;
  - plus deferred revenues Onskefoto based on April — June 2011 revenues that are passed on to the Company when collected;
  - minus Hema 99 cents accrual;
  - minus VAT payable Sweden;
  - minus capex creditors;
  - minus adjustment for potential deferred revenues;
  - plus regular revenues not yet collected by the Company but paid by the customers to third parties (Adyen, Worldpay). These are the orders that have been paid by customers and which have been shipped on or before the Closing Date;
  - minus any on or off balance sheet obligations to pay
-

employees, shareholders, outside parties, including performance fees, transaction fees, bank fees or advisory fees prior to or triggered by close. These costs are for the account of the Seller and to the extent that they will go through the accounts of a Target Group Member will be completely reimbursed by Seller;

- minus any other liabilities, and plus any other assets, either on balance sheet or off balance sheet, that are identified during Closing Accounts preparation; excluding credit line reductions that will not trigger any cash effect under business as usual assumptions including but not limited to (a) the accrued base discount related to the new HEMA pricelist applicable for the period January-August and (b) the receivable owed by the German Tax Authority related to the 2010 accounts;

- plus the upward adjustment for the difference between the amount of Normalised Net Working Capital as evidenced by the Closing Accounts and the Agreed Normalised Net Working Capital, in the event that the Normalised Net Working Capital as evidenced by the Closing Accounts is higher than the Agreed Normalised Net Working Capital or minus a downward adjustment for the difference between the amount of Normalised Net Working Capital as evidenced by the Closing Accounts and the Agreed Normalised Net Working Capital, if the Normalised Net Working Capital is lower than the Agreed Normalised Net Working Capital;

- plus/minus the intercompany receivables/payables with related parties.

Net Working Capital : consists of inventories, trade receivables, trade payables, taxes and social security, other current receivables and other current payables, and should be calculated and presented on a consistent basis with the Company's statutory accounts

Normalised Net Working Capital : means the Net Working Capital as adjusted for the following items:

- minus the impact of the reduced Hema payment term from 90 days to 60 days as has been implemented on 1 April 2011 on Hema's shop deliveries, where receivables are collected by Hema;

- plus the impact of the reduced Hema payment term from 90 days to 60 days as has been implemented on 1 April 2011 on

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Hema's home deliveries (direct shipment by the Company to customers), where receivables are collected by the Company;

- plus the impact of the Hema 99-cents accrual;
- plus the deferred consideration accrued in relation to Bonusprint;
- plus the deferred consideration accrued in relation to Önskefoto;
- plus the VAT Sweden tax payable overdue in June and July due to the VAT tax registration in Sweden;
- plus any capex creditors;
- minus the VAT in relation to overseas creditors (incorrect VAT payments in the Netherlands on overseas sales paid in December 2010 and reimbursed in May 2010);
- minus Önskefoto deferred revenues;
- minus Bonusprint deferred revenues;
- plus/minus adjustment for potential deferred revenues;
- plus any short term loans from banks and other parties;
- minus/plus any intercompany receivables/payables with related parties;
- minus fixed assets misclassified as prepayments,

and, for the avoidance of doubt, not taking into account any items that have already been reflected in the definition of Net Debt.

Purchase Price : as defined in Section 3.1

Target Group's Accountant : PricewaterhouseCoopers

## **2. Preparation of Closing Accounts**

- 2.1. Buyer, Company and Seller shall on the Closing Date jointly engage Target Group's Accountant to assist the Company in the preparation and the audit of the Closing Accounts in conformance with this Schedule and Buyer shall deliver the audited Closing Accounts to Seller within 30 Business Days following the Closing Date, stipulating the Net Debt, the Net Working Capital and the Normalised Net Working Capital as per the Closing Date. The costs incurred in connection with the preparation of the Closing Accounts shall be borne by Seller and Buyer jointly.
  - 2.2. Seller shall confirm in writing to Buyer its concurrence or objection, as the case may be, to the Closing Accounts, providing reasonable details of any matters in dispute or any proposed adjustment to the Closing Accounts within 30 Business Days following the date on which the audited Closing Accounts were delivered by Buyer pursuant to the previous paragraph, failing which the Closing Accounts shall be deemed to have been accepted by Seller.
  - 2.3. Seller shall not be permitted to raise a dispute or propose an adjustment to the Closing Accounts unless such dispute or adjustment exceeds €25,000 (twenty-five thousand euro) each.
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### 3. Expert

- 3.1. Following receipt of notice of confirmation as meant in Section 2.2 of this Schedule, the Parties shall endeavour to resolve amicably any matter in dispute or proposed adjustment.
  - 3.2. Any matter or adjustment remaining in dispute following said period shall upon joint instruction of the Parties, to which both Parties shall cooperate, be referred to an independent auditing firm appointed jointly by Seller and Buyer or, failing agreement on such joint appointment, by the then acting President of the NIVRA (*Koninklijke Nederlands Instituut van Registeraccountants*) upon first written request by either Party ("**Expert**"). In the event that the Expert refuses appointment or becomes unable to perform its appointment, a new Expert shall be appointed in conformance with this Section 3.1 and actions, if any, undertaken by the original Expert shall not apply to the Parties.
  - 3.3. Except as otherwise stated in this Schedule, the Expert shall determine its own procedure, provided however that the Expert shall:
    - (a) determine only whether any matter in dispute or adjustment proposed to the Closing Accounts is correct and, if so, stipulate (i) the alterations to be made to the Closing Accounts and (ii) the adjustment, if any, to be made to the Purchase Price;
    - (b) apply the computation principles stated in Section 4 of this Schedule; and
    - (c) deliver its findings within 30 Business Days following appointment.
  - 3.4. Each Party is entitled to make written submissions to the Expert. All such submissions shall be in the English language, a copy of which shall be provided to both Parties. Each Party shall procure that Target Group's Accountant shall provide the Expert with such assistance and documentation as the Expert reasonably requires for purposes of this Schedule.
  - 3.5. The Expert shall act as an expert and not as arbitrator. The decision of the Expert shall be in writing issued to Seller and Buyer and shall be final and binding (*bindend advies*) on the Parties, save in the event of manifest error in which case the relevant part of the Expert findings shall be void and resubmitted to the Expert for correction.
  - 3.6. Each Party shall bear its own costs in connection with the preparation and review of the Closing Accounts. The costs of the Expert shall be borne by the Parties equally including any reasonable advance payment.
  - 3.7. For purposes of Section 3.2 of the Agreement, the Purchase Price shall be deemed to have been adjusted upon:
    - (a) receipt of notice by Seller confirming acceptance of the Closing Accounts as meant in Section 2.2 of this Schedule;
    - (b) amicable settlement of any matter in dispute or proposed adjustment as meant in Section 3.1 of this Schedule; or
    - (c) issue of the determination by the Expert as meant in Section 3.5 of this Schedule,whichever occurs earliest.
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#### 4. Basis of computation

- 4.1. The Closing Accounts shall be prepared in accordance with Dutch GAAP and the Accounting Principles, each as consistently applied by the Company to its accounts. In the event of a conflict between Dutch GAAP and the Accounting Principles, Dutch GAAP shall prevail. In auditing the draft Closing Accounts as prepared by the Company, the Target Group's Accountant shall use a customary materiality threshold and basket as determined by Target Group's Accountant based on the Target Group Member's balance sheet and results for the period under audit.
- 4.2. The Closing Accounts shall:
- (a) only take account of information available to the Parties as of the Closing Date;
  - (b) be prepared as if Seller continued to own the Shares;
  - (c) treat the Company and its Subsidiaries as an on-going business;
  - (d) with respect to the Net Debt and Normalised Net Working Capital calculations, take into account the revenues and costs of the Company and its Subsidiaries on a stand-alone basis and consistent with past practices before the Closing Date.
- 4.3. For purposes of preparing the Closing Accounts, Dutch GAAP and the Accounting Principles as consistently applied by the Company during the preceding two years shall apply, with the exception of the following principles which shall in any event prevail:
- (a) provisions shall be valued at their respective nominal value, provided however that (i) provisions earmarked for restructuring and reorganisation by Seller and (ii) provisions earmarked for liabilities for which Seller has issued a specific indemnification under this Agreement shall be eliminated;
  - (b) the receivable for VAT claims relating to the difference between the 19% VAT percentage remitted on Netherlands photobook sales prior to the Closing Date and the applicable 6% VAT percentage should be eliminated. Any related payable for CIT on income from the receivable of such VAT claims shall also be excluded;
  - (c) all future payments for any deferred consideration related to prior acquisitions should be included at the estimate of the total payment obligation in accordance with Dutch GAAP and the Company's Accounting Principles;
- (collectively, the "**Accounting Principles**").

#### 5. General

- 5.1. Each Party shall, and shall procure that its accountants and the Expert shall, keep all information and documents provided to them pursuant to this **Schedule** confidential and shall not use the same for any purpose other than in connection with the preparation and review of the Closing Accounts or defending or prosecuting any matter in dispute or proposed adjustment to the Closing Accounts.
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- 5.2. Each Party shall provide and shall cause its accountants to provide reasonable assistance and access to such information as the other Party, Target Group's Accountant or the Expert may require to enable the preparation, review and determination of the Closing Accounts, as the case may be.
  - 5.3. Buyer shall cause the Company to maintain updated books and records and to comply with all reasonable requests by the Target Group's Accountant and/or the Expert for access to such books and records during normal working hours and upon reasonable prior notice.
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**6.46.4(e)**  
**Employment agreements**

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**Schedule 6.4(i)**  
**Disclosure Letter**

**LETTERHEAD ALBUMPRINTER BEHEER B.V.**

**Vistaprint N.V.**

Hudsonweg 8  
5928 LW Venlo  
The Netherlands

**Re: Disclosure Letter**

Amsterdam, 24 October 2011

Dear Sirs,

We refer to the agreement (the "**Agreement**") for the sale and purchase of all of the issued and outstanding shares (the "**Shares**") in AlbumPrinter Holding B.V. (the "**Company**") entered into between AlbumPrinter Beheer B.V. (the "**Seller**") and Vistaprint N.V. (the "**Buyer**") on or about the date hereof. This is the Disclosure Letter referred to in Section 6.4(i) of the Agreement and constitutes formal disclosure to the Buyer for the purposes of the Agreement of the facts and circumstances which are or may be inconsistent with the representations, warranties and undertakings referred to in Section 10 and contained in Schedule 10.1 of the Agreement (the "**Warranties**") or which otherwise may give rise to a claim under the Agreement by the Buyer in respect of the Warranties.

**Introductory**

1. The words and expressions defined in the Agreement have the same meanings in this letter and the principles of interpretation applicable to the Agreement also apply to this letter. The headings in this letter are for convenience only and shall not alter the construction of this letter nor in any way limit the effect of any of the disclosures, all of which are made against the Warranties as a whole.
2. The disclosure of any matter or document shall not imply any representation, warranty or undertaking not expressly given in the Agreement nor shall such disclosure be taken as extending the scope of any of the Warranties.
3. No admission is made that any matter herein or hereby disclosed are required to be disclosed for the purposes of the Agreement or otherwise.

**Specific Disclosures**

4. The individual letters and numbers set out below refer to individual paragraphs of Schedule 10.1 (*Seller Warranties*) of the Agreement for ease of reference only but the contents of each statement below shall be deemed to have been disclosed in

relation to every provision of the Agreement to which it may relate (to the extent such matter is disclosed in such a way to make its relevance to the information called for by any provision reasonable apparent), and each disclosure is given without prejudice to the generality and effectiveness of each of the other disclosures. The following specific disclosures are made in relation to the Warranties:

<u>Warranty</u>	<u>Disclosure</u>
5.20	(a) The following Employees are entitled to a bonus payable by AlbumPrinter B.V. in connection with the transaction as contemplated by the Agreement: Wouter Staatsen, Maarten Wensveen, Frank van Run, Jacco Buurman, Barbara Henkelman, Edwin de Greef, Léon Kerckhaert, Nick Tol and Mirthe Pisters. The relevant documents have been disclosed in the Data Room.
6.4	(b) The following Employees and one former employee do not participate in the Benefit Plans: Daniel Eldering, Herman van der Hoek, Andrey Krichtal and Bert Hermans (no longer employed by the Target Group Members ). Requisite written waivers have been obtained from each of the aforementioned persons, and where applicable their spouses.
7.1	(c) Certain security rights such as rights of pledge ( <i>pandrechten</i> ) have been created over certain of the Target Group Members' assets for the benefit of Coöperatieve Rabobank Utrecht en Omstreken U.A. in connection with the credit facility granted to the Target Group Members.
8.2	The relevant documents have been disclosed in the Data Room.
9.1	
10.1	(d) No written agreement exists between the target Group Members and Customer Tesco. The Target Group Members have been provided with Tesco's general terms and conditions, a version of which has been disclosed in the Disclosed Information. However, it is unclear whether this version of the terms and conditions still applies or whether these have been replaced by more recent updates.
10.3	(e) The Target Group Members and HEMA have agreed to a reduction of the prices charged to HEMA which will have a retroactive effect to 1 January 2011 which has been accrued for in accordance with the terms of the relevant documents which have been included in the Data Room.

**Warranty****Disclosure**

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- 15.3 (f) None of the Target Group Members has a permanent establishment for Corporate Income Tax purposes outside the jurisdiction in which it has been incorporated. However, income is earned by the Target Group in France, United Kingdom, Belgium, Sweden, Ireland and Norway and Value Added Tax is applicable in those jurisdictions in respect of the Target Group Members' activities, whilst none of the Target Group Members has been incorporated in any of those jurisdictions.
- 15.5 (g) In 2011 a routine audit by the German Tax Authority took place in respect of the German Subsidiary. The audit has been fully completed and no further material actions were taken or announced by the German Tax Authority in connection therewith.
- 5.6 (h) The applicable collective bargaining agreement (CAO Grafimedia) prescribes a 38 hour workweek. The employment agreements of the Target Group Members with Employees provide for a 40 hour workweek. No extra allowance above the agreed salary is paid to Employees in respect of the 2 weekly hours of "overtime".
- 5.7 (i) Although the Target Group Members are required to grant the Employees the opportunity to establish a works council (*ondernemingsraad*) pursuant to the Dutch Works Council Act (*Wet op de ondernemingsraden*) no works council has been established in respect of (the business of) the Target Group Members.
5. Please acknowledge receipt of this letter by countersigning and returning the attached copy of this Letter.

Yours faithfully,

**ALBUMPRINTER BEHEER B.V.**

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By: C.D. Arends Taxus Management B.V.  
By: C.D. Arends Taxus Holding B.V.  
By: C.D. Arends  
Title: Chief Executive Officer

We hereby acknowledge receipt and accept the contents of this Disclosure Letter:

**VISTAPRINT N.V.**

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By:  
Title:

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**Schedule 6.4 (q)**  
**Escrow agreement and deed of deposit**

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**Schedule 7.4**  
**IP Transfer Deeds**

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**Schedule 8.2**  
**Tax matters**

1.1 Definitions

1.1.1 "CIT Agreements" means the existing intra-group arrangements and agreements pursuant to which each Fiscal Unity Member is required to pay to the Seller, as head of the Fiscal Unity CIT, an amount equal to any Tax in respect of income, profit or gains that would have been payable by such Fiscal Unity Member to the relevant Tax Authorities if such Fiscal Unity Member had not been part of the Fiscal Unity CIT;

1.1.2 "Disruption Date" means the date on which Fiscal Unity CIT between the Seller and the Fiscal Unity Members is disrupted;

1.1.3 "Fiscal Unity CIT" means the group tax arrangement for Dutch corporate income tax (vennootschapsbelasting) pursuant to article 15 of the Dutch Corporate Income Tax Act 1969 between the Seller and the Fiscal Unity Members;

1.1.4 "Fiscal Unity Member" means any of the Company and its Dutch subsidiaries "Fiscal Unity Members" means all of them;

1.1.5 "Fiscal Unity Settlement Event" means

(a) the application of the rule laid down in article 15ai of the Dutch Corporate Income Tax Act 1969 and any provision from time to time replacing it recognized by Seller as parent of the Fiscal Unity CIT; or

(b) any correction by a Tax Authority to any Tax Return filed by the Seller with respect to the Fiscal Unity CIT, resulting in either a higher book value of an asset or a lower book value of a liability of a Fiscal Unity Member as per the Disruption Date for corporate income tax purposes;

1.1.6 "Relief" means any finally assessed or imposed -for the avoidance of doubt, not open for a further additional assessment and./or adjustment (navordering/naheffing)- loss, relief, allowance, exemption, set-off, deduction, right to repayment, credit or other relief of a similar nature granted by or available in relation to Tax pursuant to any legislation or otherwise;

1.1.7 "Tax" and "Taxation" means any form of taxation, levy, duty, charge, social security charge, contribution, withholding or impost of whatever nature (including any related fine, penalty, surcharge or interest), whether direct or indirect and whether levied or payable as a primary or secondary liability, and regardless of whether these items are chargeable directly or primarily against or attributable directly or primarily to a Group Company or to the Seller or any Affiliate of the Seller, imposed by, or payable to, a Tax Authority, whether in The Netherlands or elsewhere in the world;

1.1.8 "Tax Authority" means any government, state or municipality or any local, state, federal or other fiscal, revenue, customs or excise authority, body or official anywhere in the world, authorised to levy Tax

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or responsible for the administration and/or collection of Tax or enforcements of any law in relation to Taxation;

1.1.9 "Tax Return" means any return, declaration, report or information return relating to Taxes, including any schedule or attachments thereto, and including any amendment thereof.

#### 1.2 Dissolution of Fiscal Unity CIT

The Seller and the Buyer have agreed that they shall both take the position that the Disruption Date is the Closing Date.

#### 1.3 CIT Agreements

Subject to section 1.4 below, the Seller and Buyer agree that all CIT Agreements are terminated at the date of the Closing Date. After the Closing Date, no Group Company shall be bound by or have any liability under any CIT Agreement.

1.5 The Seller shall cooperate with the filing of a request to surrender the Innovation Box ATR as concluded by the Seller with the Dutch Tax Authority on January 31, 2011 (the "Innovation Box ATR") to the Buyer or the relevant Fiscal Unity Member, to be decided by the Buyer, in accordance with article 16a Decree Fiscal Unity 2003 (Besluit fiscale eenheid 2003);

#### 1.6 Fiscal Unity Settlement Events

The Seller and the Buyer acknowledge that, as a consequence of the Fiscal Unity CIT, a Fiscal Unity Settlement Event would result in additional Relief at the level of a Fiscal Unity Member, while additional Taxes would be levied from the Seller. In view hereof, upon the occurrence of a Fiscal Unity Settlement Event, the Buyer shall pay to the Seller an amount if and when a Fiscal Unity Members or the Buyer enjoys a finally assessed cash Tax benefit as a direct consequence of the Relief.

1.7 The Seller shall indemnify and hold the Buyer and any of the Group Companies harmless, on a euro-for-euro basis, against and pay to the Buyer in connection with:

1.7.1 any actual payment of Taxation ("Payment of Taxation") for which a Group Company is or will be held liable as a result of any Event or Events occurring on or before the Closing Date or by reference to any income, profits or gains earned on or before the Closing Date,

1.7.2 any Payment of Taxation for which:

(a) a Group Company is liable that would not have arisen but for the failure by the Seller, and/or any other company or person that is or was affiliated to the Seller excluding the Group Companies, to pay the relevant Tax, including but not limited to a liability on the basis of articles 39, 43 and/or the Chain Liability Act ("Wet Ketenaansprakelijkheid") of the Dutch Tax collection act 1990 (Invorderingswet 1990) or other comparable provisions of applicable laws in other countries where the Company and its Subsidiaries are resident; and

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(b) the Seller and/or any other company or person that is or was affiliated to the Seller excluding the Group Companies is liable, that on the basis of article 24 of the Dutch Tax collection act 1990 (Invorderingswet 1990) is offset against a receivable in respect of Taxation of a Group Company on a Tax Authority, and ("Tax Indemnity Claims" and each a "Tax Indemnity Claim").

#### 1.8 Due Date for Payment

Notwithstanding any other provisions in this Agreement, a payment to be made by the Seller in connection with section 1.6 shall be made within seven (7) days after the date on which notice setting out the amount due is served on the Seller by the Buyer or if later five (5) Business Days before the date on which the Tax is payable without incurring interest.

1.9 The Tax Indemnity Claim shall not extend to any liability to the extent:

1.9.1 that:

(a) recovery has been made (including, for the avoidance of doubt, recovery of Taxes from employees);

(b) recovery has been made under an insurance policy; or

(c) the Tax is otherwise compensated for without cost to the Buyer, the Company or any of its Subsidiaries or any other member of the Buyer's group;

1.9.2 that the Payment of Taxation arises or is increased as a result of any failure by the Buyer to comply with any of its obligations under this Agreement or as a result of failure by the Buyer or any Group Company to apply for any Relief;

1.9.3 that the Payment of Taxation would not have arisen but for a voluntary act or omission carried out by the Buyer or a Group Company after the Closing Date, unless being an act which the Group Company was legally committed to do under a commitment that existed before the Closing Date including pursuant to this Agreement or in view of a (pending) change in legislation.

#### 1.10 Conduct of claims

1.10.1 The Seller shall have the responsibility for, and the conduct of, preparing, submitting all communications, negotiating and agreeing with the relevant Tax Authorities all matters, and/or engage any relevant procedural proceedings (for the avoidance of doubt including but not limited to court proceedings), in respect of a potential claim pertaining to the Tax Indemnity Claim and the Buyer shall:

(a) make available to the Seller such information and assistance (to the extent the same are not privileged) as the Seller may reasonably require for assessing the Tax Indemnity Claim subject to the Seller agreeing to

(i) keep all such information confidential and to use it only for the purpose of assessing the Tax Indemnity Claim; and

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- (ii) pay all reasonable costs and expenses incurred by the Buyer in connection therewith;
- (b) take such action to contest appeal or compromise the Tax Indemnity Claim as may be reasonably requested by the Seller, unless it conflicts with the Buyer's interests in an unreasonable way (considering the interests of both the Seller and the Buyer);
- (c) not knowingly make any admission of liability, or any agreement or compromise with the relevant Tax Authorities or other person in relation thereto without the prior written consent of the Seller (not to be unreasonably withheld or delayed);
- (d) allow the Seller, upon notice to the Buyer, to take such action as the Seller deems necessary or desirable to avoid, dispute, defend, appeal, compromise, contest or deny the Tax Indemnity Claim on behalf of the Company with the relevant Tax Authorities subject to Seller (i) keeping the Buyer informed and (ii) not unreasonably prejudicing the relationship between the Company and the relevant Tax Authorities. Seller shall invite the Buyer to any meetings and discussions with the relevant Tax Authorities and discuss any written correspondence to be sent to the relevant Tax Authorities in advance with the Buyer, with the understanding that the Seller shall consider all reasonable comments in good faith but shall be entitled to compromise the Tax Indemnity Claim in its own discretion, in which respect the Seller will give the Buyer at least a ten (10) Business Days notice and will reasonably consider the interests of the Buyer; and
- (e) if the Seller does not elect to exercise its right in this section 1.10.1, the Buyer shall procure that the Company
- (i) will submit to the Seller a copy of all draft correspondence in respect of the Tax Indemnity Claim at least ten (10) Business Days prior to the due date; and
- (ii) will take into account all reasonable comments from the Seller to such draft correspondence.

1.11.2 The Buyer shall only be entitled to bring a Tax Indemnity Claim if and to the extent the Buyer has not failed to materially comply with the procedures of section 1.10 unless Seller's ability to mitigate the underlying Tax was not prejudiced.

#### 1.12 Tax Conduct

1.12.1 the Buyer and the Seller agree that the Seller or its duly authorised agent shall be responsible for the preparing, submitting, negotiating and agreeing with the relevant Tax Authorities, all Tax Returns relating to the Fiscal Unity CIT.

1.12.2 the Buyer shall have the responsibility for, and the conduct of, preparing, submitting, negotiating and agreeing with the Tax Authorities, all other Tax Returns of each Group Company in a manner and on a basis consistent with past practice.

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1.12.3 the Buyer shall provide all assistance as reasonably requested by the Seller for purposes of the provisions in this section, including procuring that the Fiscal Unity Members shall provide to the Seller and its accountants full access to the books and records of the Fiscal Unity Members and to any other information, and to any employees during regular business hours and on reasonable advance notice.

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**SCHEDULE 9**  
**BUYER WARRANTIES**

**1. ORGANISATION AND AUTHORISATIONS**

- 1.1 The Buyer is properly incorporated and existing as a public company with limited liability (*naamloze vennootschap*) under the laws of The Netherlands and has the power and authority to enter into and perform its obligations under this Agreement. The Buyer has taken all necessary corporate action to authorise the execution and performance of all its obligations under this Agreement.
- 1.2 The execution by the Buyer of this Agreement, and the completion by the Buyer of the transactions contemplated in this Agreement will not breach any agreement binding upon the Buyer.
- 1.3 To the best knowledge, information and belief of the Buyer there is no Law in effect in The Netherlands that restrains or prohibits the execution of this Agreement or the consummation of the transactions contemplated in this Agreement, nor is there to the best knowledge, information and belief of the Buyer any formal action, suit, proceeding or investigation by any person, entity or governmental body pending nor has any action, suit, proceeding or investigation of that kind been threatened in writing which questions or might jeopardise the validity of this Agreement or challenges any of the transactions contemplated in this Agreement.
- 1.4 No consent, approval, or authorisation of or registration, designation, declaration or filing with any governmental authority by the Buyer is required concerning the purchase of the Shares under or contemplated in this Agreement or the consummation of any other transaction contemplated except as set out in this Agreement except for notification filings that the Buyer is required to make pursuant to securities laws.

**2. NO BROKERS' FEES**

The Buyer has not concluded any written agreement concerning the transactions contemplated by this Agreement and entitling any person to any finder's fee, brokerage or commission that is payable by the Seller or by any member of the Seller Group.

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**Schedule 10.1**  
**Warranties**

In this Schedule, where reference is made to the Company, such reference shall be deemed to include the Company as well as each of the Target Group Members, except insofar as otherwise expressly stated in the relevant Warranty. Where reference is made to the laws of the Netherlands, such reference shall be to the laws of Germany insofar as the German Subsidiary is concerned.

**1. Authority; Non-Contravention**

- 1.1. The Seller is duly organised and validly existing under the laws of the Netherlands. Each of Seller and the Company has full power and authority, corporate and otherwise, to:
  - (a) enter into the Agreement and each other agreement, instrument or document referred to in the Agreement to which Seller and/or the Company is a party or which Seller and/or the Company is otherwise required to execute at or prior to the Closing pursuant to the Agreement (collectively the "**Closing Documents**"),
  - (b) perform its obligations under the Closing Documents and (iii) to consummate the transactions contemplated by the Closing Documents.
- 1.2. The execution by the Company of the Closing Documents, the performance by the Company of its obligations thereunder and the consummation by the Company of the transactions contemplated thereby have been or, as of the Closing Date, will have been duly and validly authorized by all necessary corporate actions.
- 1.3. Seller has duly executed the Agreement, and, the Agreement constitutes, and each of the other Closing Documents will upon execution thereof constitute, the valid and legally binding agreement of Seller, enforceable against Seller in accordance with its terms.
- 1.4. The execution of the Agreement by the Seller does not violate, conflict with or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under any of the terms, conditions or provisions of:
  - (a) the Articles of Association governing the Company, or
  - (b) to the best knowledge of the Seller, any statute, law, ordinance, rule, regulation, judgement, decree, order, injunction, writ, permit or license of any court or governmental authority applicable to Seller or the Company, or any of its properties or assets.
- 1.5. The execution of the Agreement by the Seller does not violate, conflict with or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of the Company

under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, concession, contract, lease or other instrument, obligation or agreement of any kind to which the Company is now a party or by which the Company, or any of its properties or assets may be bound.

- 1.6. Other than as contemplated by this Agreement, no notices, reports or filings are required to be made by the Seller or the Company with any Governmental Authority in connection with the transactions contemplated by this Agreement and no consents, approvals, registrations, authorisations or permits of any Governmental Authority, are required to be obtained by the Seller or the Company in connection with the execution and performance of their obligations under this Agreement or the consummation by Seller of any of the transactions contemplated thereby.

## **2. Shares; Group Structure; Corporate Matters**

- 2.1. The Seller is the beneficial owner of all the Shares.
- 2.2. The Shares have been validly issued and allotted, are fully paid up and have not been issued in violation of pre-emptive rights and are free from any liens, charges, pledges, rights of usufruct (*vruchtgebruik*), attachments (*beslagen*), limited rights (*beperkte rechten*), adverse claims, encumbrances, defects in title or other interests in favour of any other person, or similar rights.
- 2.3. The Shares are unencumbered and not subject to any options. There is no agreement or commitment outstanding which calls for the allotment, issue or transfer of, or accords to any person the right to call for the allotment, issue or transfer of, any Shares or securities of the Company. The Company has not issued any profit sharing certificates (*winstbewijzen*) or granted any other rights to share in its profits (*winstrechten*), nor granted any other rights to third parties (including but not limited to employees) entitling such third parties to share in its profits.
- 2.4. The Company is a limited liability company, duly incorporated and validly existing under the laws of the Netherlands.
- 2.5. The Company has the power to own its assets and carry on its business as it is being conducted.
- 2.6. The information contained in **Annex 2.6** (Group Structure Chart) is true and accurate in all material respects.
- 2.7. Each of the Target Group Members has been duly incorporated and is validly existing under the laws of the Netherlands. The German Subsidiary has been duly incorporated and is validly existing under the laws of Germany.
- 2.8. No proposal has been made or resolution adopted for the dissolution or liquidation of any of the Target Group Members, no circumstances exist which may result in the dissolution or liquidation of any of the Target Group Members, and no proposal has been made or resolution adopted for a statutory merger (*juridische fusie*) or division (*splitsing*), or a similar arrangement under Applicable Law of any of the Target Group Members.

- 2.9. None of the Target Group Members is a group company (*groepsmaatschappij*) of any other company than the Target Group and none of them is a party to any partnership agreement (*v.o.f.*, *c.v.*, *maatschap* or equivalent under Applicable Law). There are no other (indirect) subsidiaries of the Company than the Target Group Members.
- 2.10. Other than the person(s) set forth in the shareholders registers of the Target Group Members no persons exist that have a right to receive dividends or distributions of any kind, whether payable now or in the future from any of the Target Group Members or to distributions arising out of the profit, reserves and/or liquidation balance of any of the Target Group Members.
- 2.11. There are no outstanding subscriptions, options, calls, contracts, commitments, understandings, restrictions, arrangements, rights or warrants, including any right of conversion or exchange under any outstanding security, instrument or other agreement either with respect to the shares in the share capital of the Target Group Members or obligating a Target Group Member to issue or deliver or cause to be issued or delivered, or otherwise to become outstanding, additional shares of the capital of a Target Group Member or obligating it to grant, extend or enter into any such agreement or commitment, and there are no unexecuted resolutions of the general meeting of shareholders of the Target Group Member providing for the issuance of shares in its capital or the grant of options or other rights to acquire shares in its capital.
- 2.12. The shares in the share capital of each of the Target Group Members have been paid up in full and are not subject to any Encumbrance. No depositary receipts (*certificaten*) have been issued with respect to any of the shares in the share capital of any of the Target Group Members nor can any party demand that such rights be granted to him.
- 2.13. There are no voting trusts, proxies or other agreements or understandings with respect to the voting of the shares in the share capital of any of the Target Group Members.
- 2.14. None of the Target Group Members has purchased, redeemed or repaid any share capital or given any financial assistance in connection with any such acquisition of share capital or issuance or sale of shares in its capital. Other than as provided for in this Agreement, there are no resolutions of the general meeting of shareholders of the Target Group Members, which as of the Closing Date remain pending, including but not limited to an approval of purchase of shares in its capital (*inkoop eigen aandelen*), a cancellation of shares (*intrekking aandelen*) or a reduction of the share capital (*kapitaalvermindering*).
- 2.15. Every document required by Applicable Law to be filed with the Dutch Commercial Register (*handelsregister van de Kamer van Koophandel*) or the German trade register, as the case may be, has been duly filed by each Target Group Member.
- 2.16. The provisions of article 2:204c Dutch Civil Code do not apply to an acquisition of any of the shares in the share capital of any of the Target Group Members or any of its predecessors.

### 3. Accounts

#### 3.1. General

- (a) The Accounts have been prepared in accordance with the Dutch GAAP as consistently applied by Seller in the past two (2) financial years.
- (b) The Accounts comply in all material respects with the requirements imposed under Dutch law and give a true, fair and accurate (*getrouw, duidelijk en stelselmatig*) view of the assets, liabilities, financial position, solvency, liquidity and results of the Company, and on a consolidated basis of the Target Group Members as at the date and for the period indicated in the Accounts.
- (c) All of the assets and liabilities reflected in the Accounts have been valued in accordance with the valuation methods as stated in the Accounts.
- (d) The books and records of each of the Target Group Members have been fully, properly and accurately maintained, do not contain or reflect any inaccuracies or discrepancies, are duly entered in conformity with all applicable statutory requirements of Applicable Law and Dutch GAAP.
- (e) Each of the Target Group Members has complied with their respective publication obligations as meant in article 2:394 Dutch Civil Code, and similar under Applicable Law with respect to the German Subsidiary.

### 4. Management

- 4.1. No managing director of any of the Target Group Members has any ownership interest in any competitor, supplier, or customer of any of the Target Group Members (other than ownership of securities of a publicly held corporation of which such person owns, or has real or contingent rights to own, less than one percent (1%) of any class of outstanding securities).

### 5. Employees

#### General

- 5.1. **Annex 5.1** is a complete and accurate list of the names of all employees of the Target Group Members as at 15 October 2011 ("**Employees**").
- 5.2. Except for the collective bargaining agreement for the "Grafimedia" industry which applies to Employees of AlbumPrinter Productions B.V. there are no collective bargaining agreements applicable to Target Group Members or other arrangements (whether or not legally binding) between any of them and any trade union or other body representing the Employees.

- 5.3. There is no agreement or understanding (contractual or otherwise) with any Employee with respect to his employment, his ceasing to be employed or his retirement which is not included in the written terms of such employment.
- 5.4. All employees of Target Group Members have received a copy of the Employee Handbook and the Personnel Rules applicable within the Target Group Member.
- 5.5. There are no outstanding current accounts and/or loans by any of the Target Group Members to Employees or by Employees to any of the Target Group Members.

#### *Compliance*

- 5.6. Each Target Group Member is in all material respects in compliance with all applicable laws and regulations relating to the minimum wages, working times, equal opportunities, labour conditions, health and safety, co-governance, the applicable Collective Labour Agreement and the like, including but not limited to the Flax Act (*Wet Flexibiliteit en Zekerheid*) with respect to (temporary) employees. With respect to the applicable health and safety regulations, none of the Target Group Members has ever received any written notices from any governmental authority or complaints from any employee.  
  
Only for the purpose of this warranty 5.6 and for establishing whether there is a Breach of this warranty 5.6, "material" shall mean any Breach with a financial exposure of more than €5,000.
- 5.7. Each Target Group Member has fully complied with any and all its payment obligations arising from its relation with the Employees (e.g. in respect of salaries and other types of compensation due and payable by law or otherwise) with respect to the period prior to the date hereof.
- 5.8. All Target Group Members have duly filed all declarations required to be filed regarding Social Security Contributions. None of such declarations has been disputed by any of the authorities concerned. All Social Security Contributions and any and all interest, penalties and additions with respect thereto for which the Subsidiaries are or may become liable in respect of any period prior to Closing, have either been paid in full or full provisions therefore have been made.
- 5.9. To the best knowledge of Seller, and in compliance with Data Protection Legislation, each Target Group Member has maintained current, adequate and suitable records regarding the service of each Employee (including details of the terms of employment, payments of statutory sick pay and maternity pay, disciplinary and grievance matters, health and safety matters, income tax and social security contributions, wage and time records, records detailing length of service accumulated benefits and entitlements) and regarding the termination of employment of any former employee.
- 5.10. Except for the Employees listed in **Annex 5.10**, there are no Employees that have been on sick leave for an aggregate period of more than four weeks during the past 12 months and/or are disabled (*arbeidsongeschikt*) according to the Work and Income Act (*Wet werk en inkomen naar arbeidsvermogen*). The Target Group Members have complied in all material respects with their respective statutory obligations to reintegrate any (formerly) disabled employees.

*Co-governance*

5.11. There is no Works Council and, to the knowledge of Seller, no trade union involvement, other than trade union involvement in connection with the collective bargaining agreement for the "Grafimedia" industry. To the best knowledge of the Seller, no employee of any of the Target Group Members has indicated to a Target Group Member that he wishes to install a Works Council for the Netherlands.

*Remuneration*

5.12. An accurate list of all primary and secondary employment conditions applied within the Target Group Members has been included in the Disclosed Information.

5.13. The Target Group Members have no schemes in operation nor have there ever been or has it proposed to introduce any scheme by or in relation to the Target Group Members under which any employee is entitled to any commission or remuneration whether in cash or in options or in shares of any other sort calculated by reference to the whole or part of the turnover, profit or sales.

5.14. There are no proposals nor has any agreement been reached by the Target Group Members to increase rates or remuneration of any employees, with the exception of any arrangements in relation to normal annual pay reviews.

*Disputes*

5.15. The Target Group Members are not involved and have not been involved in the last 12 months in any dispute with trade unions or employee representative bodies involving the Target Group Members.

5.16. To the best knowledge of Seller, there are no events (other than any resulting from the normal and routine operation of the businesses of Target Group Members) which might give rise to a personal injury claim against any Target Group Member by any employee or former employee.

5.17. The Target Group Members have no conflict and no claims have been filed against any Target Group Member nor are, to the best of Seller's knowledge, such claims threatened, regarding the violation of the rules regarding privacy, harassment, equal treatment and/or discrimination nor has any such claim been made against any Target Group Member in the past five years.

5.18. Within the period of 12 months ending on the Closing Date, no dispute, strike or other industrial action exists or has, to the best knowledge of Seller, been threatened, between the Target Group Members and any Employees or between Target Group Members and a trade union representing the Employees or any of them.

*Termination of employment*

5.19. No managing director, employee or agent, currently employed by or in service of a Target Group Member has been granted, nor is a Target Group Member in any way committed to pay, any special

termination payment in connection with the termination or proposed termination of his employment and/or contractual relationship unless reflected in the terms of his contract of employment, consultancy or agency as the case may be.

5.20. During the past two (2) years, none of the Target Group Members has been engaged in any involuntary collective dismissal (*gedwongen collectief ontslag*) or reorganisation procedure. None of the Key Employees and none of the following Employees has threatened to terminate or dissolve their employment agreement with a Target Group Member, whether or not in light of the transactions contemplated by the Agreement: Jacco Buurman, Frank van Run, Barbara Henkelman, , Edwin de Greef, Quinten La Riviere, Daniel Eldering, Maurits de Boer, Ruben Heusinkveld and Leon Kerckhaert.

5.21. No payment has been made or agreed or promised to be made or benefit given or agreed or promised to be given to any Employee by any Target Group Member in connection with the sale and purchase of the Shares as contemplated by the Agreement other than distributions from the proceeds of the Sale of the Shares on shares or depositary receipts for shares (*certificaten van aandelen op naam*) in the issued capital of the Seller to certain Employees that hold such shares or depositary receipts.

## 6. Pensions

- 6.1. All pension plans, old age retirement schemes, deferred compensation and similar arrangements, maintained or contributed to by the Target Group Members for the benefit of any Employees ("**Benefit Plans**") have been included in the Disclosed Information. None of the Target Group Members intends to or is now in the process of changing any of the Benefit Plans.
- 6.2. Except for the Benefit Plans, the Target Group Members are not a party to or in any other way bound by any written or oral pension or (early) retirement scheme and no promises have been made in respect thereof.
- 6.3. All contributions to and payments from the Benefit Plans that have been required to be made in accordance with the Benefit Plans and Applicable Law have been timely made and there are no back service and other liabilities in respect of any of the Benefit Plans. Target Group Members have to date complied in all respects with the requirements of the Benefit Plans. All pension contributions made for the benefit of any Employee have been made according to the Applicable Law in the relevant jurisdiction to a properly authorised insurance company, a private pension fund or a branch of industry pension fund.
- 6.4. All Employees eligible under the Benefit Plans have participated therein, taking into account all of their pensionable salary, on terms consistent with the terms of the Benefit Plans disclosed to the Buyer.
- 6.5. The Target Group Members do not fall under the scope of a compulsory industry wide pension fund, and to the best knowledge of the Seller, no compulsory industry wide pension fund has

claimed the participation of the Employees to such a pension fund, other than the "Grafimedia" industry wide pension fund.

6.6. In respect of any Benefit Plans or the benefits thereunder, there are no actions, suits or claims pending or, to the best knowledge of the Seller, threatened against the Target Group Members in any forum.

#### **7. Assets**

7.1. Target Group Members have full legal and beneficial title to the assets shown as such in the Accounts ("**Assets**"), except for such part of the assets as has been used or sold by Target Group Members in the ordinary course of business since the Balance Sheet Date. The Assets are free and clear of any Encumbrance and are not subject to priority or pre-emptive rights or any purchase or option agreement. The title to the Assets has only been retained by third parties to the extent that any retention of title (*eigendomsvoorbehoud*) has been agreed upon between the Target Group Members and the relevant supplier in the ordinary course of business.

7.2. The Assets consisting of the computers and telecommunication facilities, software, equipment, vehicles, stock and other assets owned or used by Target Group Members are in good repair and condition, in satisfactory working order and fit for the purpose for which they are currently used and have been maintained in accordance with prudent industry practice.

7.3. All assets which are in use by Target Group Members but owned by a third party ("**Leased Assets**") are reflected in the Disclosed Information. The Target Group Members hold full title and authority to use such Leased Assets in the manner used as of the Closing Date pursuant to valid and binding agreements. All such Leased Assets are fit for the purpose for which they are currently used.

7.4. The Assets together with the Leased Assets, the Information Technology and Intellectual Property, as shown in the Accounts comprise all the assets necessary for the continuation of the business of the Target Group Members as carried on at the date of this Agreement and/or the Closing Date.

#### **8. Intellectual Property**

8.1. The Target Group Members do not use, or otherwise carry on business under, any name other than their respective corporate names, with the exception of the use of the following brand names: "Albelli", "Bonusprint", "Önskefoto", "AllFoto" and "Kaartje Maken".

8.2. Full details of all registered Intellectual Property and Domain Names (and applications for any such right) and material unregistered Intellectual Property owned by the Target Group Members are set out in the Disclosed Information and the Target Group Members are the sole legal and beneficial owner of such rights free from all charges, options, encumbrances and other rights.



- 8.3. All renewal, application and other official registry fees and steps required for the maintenance, protection and enforcement of the registered Intellectual Property owned by the Target Group Members have been paid or taken.
- 8.4. The Intellectual Property owned by the Target Group Members is valid, subsisting and enforceable and is not subject to a claim for invalidity.
- 8.5. Full details of all licences and agreements relating to Intellectual Property and sensitive business information, whether or not in writing, (including, without limitation, research and development agreements, letters of consent, settlement agreements, undertakings and co-operation agreements) entered into by the Target Group Members are set out in the Disclosed Information and no such licences or agreements are capable of termination as a result of the change in the underlying ownership or control of the Target Group Members.
- 8.6. The Target Group Members nor any third party are in breach of any licence or agreement required to be disclosed pursuant to paragraph 8.5 of this Schedule.
- 8.7. The Target Group Members are not obliged to grant any licence, sub-licence or assignment in respect of any Intellectual Property owned or used by the Target Group Members.
- 8.8. No third party is infringing or making unauthorised use of, or had infringed or made unauthorised use of, any Intellectual Property owned or used by the Target Group Members.
- 8.9. The activities of the Target Group Members do not infringe or make unauthorised use of, and have not infringed or made unauthorised use of, the Intellectual Property or sensitive business information of any third party.
- 8.10. The Target Group Members either legally and beneficially own, or, have a license to use all Intellectual Property necessary to carry on the business conducted by the Target Group Members in the manner currently carries on and to fulfil any existing plans or proposals.
- 8.11. None of the Intellectual Property owned by the Target Group Members is the subject of any litigation, opposition or administrative proceedings.
- 8.12. To the best knowledge of the Seller, no confidential business information proprietary to the Target Group Members and material to their business, has been disclosed to, any third party other than under an obligation of confidentiality.
- 8.13. The Target Group Members are not a party to any confidentiality or other agreement, or subject to any duty, which restricts the free use of disclosure of its business information.
- 8.14. None of the operations of the Target Group Members give rise, or will give rise, to any royalty or like payment obligation by any of the Target Group Members.
- 8.15. There is no liability to any Employee to pay compensation pursuant to any applicable Intellectual Property legislation or regulation, or any like provision in any other jurisdiction.

- 8.16. The Target Group Members have not assigned any Intellectual Property to any third party in the two years prior to the date of this Agreement and so far as the Seller is aware the Target Group Members are not restricted from using any of their Intellectual Property anywhere in the world.
- 8.17. As far as Sellers are aware no third party has registered or uses any domain name which is identical or similar to any trade mark or trade name (whether registered or unregistered and including applications for registration) or name owned or used by the Target Group Members.
- 8.18. Full details of all domain names registered in the name of or used by the Target Group Members are set out in the Disclosed Information. There are not and have not been, and no circumstance exists which is likely or expected to give rise to, any challenges or disputes in relation to the use by the Target Group Members or registration of any of the domain names required to be disclosed by this paragraph 8.18. All registrations in relation to such domain names have been maintained and all related fees and necessary administrative steps have been (respectively) paid and taken.
- 8.19. Full details of all websites currently or previously operated, and other internet and intranet operations currently or previously carried on, by or on behalf of the Target Group Members (whether or not directed at or accessible by the public) are disclosed in the Disclosed Information.
- 8.20. None of the Target Group Members has ever been accused in writing or sued for infringement or for potential infringement of any third-party intellectual property rights.
- 8.21. The Disclosed Information contains an exhaustive list of all employment and consultancy agreements relating to intellectual property rights.
- 8.22. None of the Target Group Members did or does undertake any joint research and development with third parties.

## **9. Information Technology**

- 9.1. The Target Group Members are the sole legal and beneficial owners of, or are legally authorised to use, all Information Technology used by the Target Group Members in the operation of their business. The Information Technology that is owned by the Target Group Members is free from all liens, charges, encumbrances and other rights of third parties, other than third party rights with respect to software and components used in such Information Technology as may be deemed customary, the use of which by the Target Group members is legally authorised by the relevant third parties, and except that with respect to open source software used by any of the Target Group Members, Seller is not aware whether these are free from all liens, charges, encumbrances and other rights.
- 9.2. The Information Technology used by the Target Group Members is fit for the purpose for which it is used and has been maintained in accordance with prudent industry practice. The Information Technology used by the Target Group Members is covered by the maintenance agreements as included in the Disclosed Information.

- 9.3. Full details of all agreements and arrangements relating to Information Technology are set out in the Disclosed Information.
- 9.4. None of the Target Group Members is a party to any litigation or other dispute or claim with respect to any Information Technology owned by the Target Group Members.
- 9.5. None of the Target Group Members is a party to any litigation or, to the best of Seller's knowledge, other dispute or claim with respect to any Information Technology used and not owned by the Target Group Members.
- 9.6. The Target Group Members have not experienced any material disruption in or to their respective businesses or operations as a result of (a) any security breach in relation to the Information Technology or (b) any failure (whether arising from any bug, virus, defect otherwise), lack of capacity or other sub-standard performance of any Information Technology, other than incidental disruptions occurring in the ordinary course of business. To the best of Seller's knowledge, no circumstance exists which is likely or expected to give rise to any disruption having an effect that is materially more adverse than incidental disruptions which have occurred in the ordinary course of business.
- 9.7. The Target Group Members either legally or beneficially own or have a contractual right to use all Information Technology necessary or required for the operation of the business conducted by it in the manner carried on currently or at any time in the year preceding the date of this Agreement and to fulfil any existing contracts, commitments, plans and proposals and any such contractual rights shall not be prejudiced as a direct or indirect result of the transaction contemplated by this Agreement.

## **10. Customers**

- 10.1. The main terms and conditions under which the Target Group Members provide services and/or sell products to all its business to business customers, being Tesco, Bijenkorf, Next and HEMA (the "**Customers**") have been disclosed in the Disclosed Information, are materially reflected in written agreements, all of which agreements are in full force and effect and binding on all parties involved.
- 10.2. The Target Group Members are not in breach of any agreement with a Customer nor, to the best knowledge of Seller, is any Customer in breach of such agreement.
- 10.3. None of the Customers has, to the best knowledge of the Seller, expressed any intent to terminate or modify, in whole or in part, any of their respective Customer agreements with Target Group Members nor, to the best knowledge of Seller, is there any reason to expect such termination or modification, whether or not in light of the transactions contemplated by the Agreement.

## **11. Contractual Arrangements**

11.1. The Target Group Members are not party to any contract, (oral) agreement, arrangement, transaction or commitment which is not entered into in the ordinary and proper course of Target Group Members' business or restricts the freedom of Target Group Members to carry on the Business, other than as appear from the Disclosed Information.

## **12. Material Contracts**

12.1. The Disclosed Information includes all the agreements to which Target Group Member are a party with:

- (a) a nominal annual contract value in excess of €100,000 (one hundred thousand euro),
- (b) a duration of longer than 1 (one) year, or
- (c) a prior cancellation notice period of longer than 6 (six) months,

("Material Contracts").

12.2. The Target Group Members are not in breach in any material respect with respect to the performance of contractual obligations or any other obligations in relation to the Material Contract and, to the best knowledge of Seller, no other party thereto is in breach of such Material Contract in any material respect.

12.3. To the best of Seller's knowledge, no party with whom Target Group Members have entered into a Material Contract has given notice of its intention to terminate, or has sought to repudiate, cancel or disclaim, the Material Contract or change its terms (including pricing). The entering into of this Agreement, will not give rise to a ground for termination, avoidance, cancellation, repudiation or early repayment of any Material Contract.

## **13. Commercial**

13.1. None of the Target Group Members is liable to repay an investment or grant of subsidies received during the two (2) year period preceding the date of this Agreement.

13.2. The activities of each Target Group Member do not and have not in the past contravened any applicable data protection legislation. The business of each Target Group Member complies with any applicable privacy and data protection laws, and, if required, notifications in relation to data controlled or processed by each Target Group Member have been made and the required approvals of data protection authorities have been obtained. The transfer of the Shares as contemplated by this Agreement will not result in any liabilities in connection with data protection or privacy laws.

13.3.Each Target Group Member has established business and customer data back up procedures, which could be reasonably expected of a business conducting the activities that the Target Group Members are and that are in line with the information provided in due diligence.

#### **14. Real Property**

14.1.As of the date of this Agreement, the particulars of the Property shown in **Annex 14.1** are true and accurate in all material respects.

14.2.No Target Group Member owns, is in occupation of or is entitled to any estate or interest in any leasehold property other than the property as disclosed in the Disclosed Information (the "**Property**"). No Target Group Member is party to any contract to acquire or dispose of any leasehold property.

14.3.So far as the Seller is aware, each relevant Target Group Member is in compliance with the terms of the leases in respect of the Property to which it is a party in all material respects, and no notice of breach or non-compliance with the terms of any lease has been received by the relevant Target Group Member.

14.4.Except in relation to the Property, no Target Group Member has any liability (whether actual or contingent) in relation to any leasehold property.

#### **15. Tax**

15.1.Neither the Target Group Members, nor where applicable, the parent company of the tax group (fiscale eenheid) to which the Target Group Members belong has requested or received a ruling from any taxing authority or signed any binding agreement with any taxing authority other than the Innovation Box Ruling.

15.2.The Target Group Members have not, neither in the current financial year nor in the preceding five financial years, claimed, utilized or requested exemptions or deferrals in relation to Tax, including exemptions or deferrals of Tax relating to reorganizations or mergers.

15.3.No claim has been made by the the Target Group Members, or where applicable, the parent company of the tax group (*fiscale eenheid*) to which the Target Group Members belong, for the depreciation of any asset of the the Target Group Members for Taxation purposes, which may be disallowed. The Target Group Members' assets have not, in the current financial year or in the two (2) financial years preceding the current financial year, been written down other than in accordance with consistent accounting principles.

15.4.For Tax purposes, the Target Group Members are and have been resident only in the jurisdiction in which they are incorporated and do not have nor had a permanent establishment or (permanent) representative in any jurisdiction other than that in which they are resident for Tax purposes. The Target Group Members do not constitute nor have constituted a permanent establishment or are or

have been a (permanent) representative of another person. The Target Group Members have been duly and timely registered for all Tax purposes in their country of residence and in any other country in which such registration may have been required.

- 15.5. Other than the Court case relating to the VAT due on printed photo books (further defining needed), the Target Group Members or, where applicable, the parent company of the tax group (*fiscale eenheid*) to which the Target Group Members belong, have not been involved in any dispute with, or visit, audit, discovery, access order or investigation, including litigation, by any Tax Authority during the applicable statutory limitation period and there are no matters under discussion with any Tax authority, by any Tax Authority, other than any regular Tax audits.
- 15.6. The Target Group Members meet the statutory requirements regarding their administrative duties (*administratieplicht*), including the retention (*bewaarplicht*) thereof and have not entered into an agreement with any Tax Authority regarding the retention period of specific documentation and/or the conversion thereof. The Target Group Members have reasoning and documentation to support their position on transfer pricing in accordance with the OECD's transfer pricing guidelines where applicable.
- 15.7. The Target Group Members are not nor will be held liable for Taxation due by any person or entity other than the Target Group Members and the Seller.
- 15.8. All Taxation due before the Closing by the Target Group Members or the parent company of the tax group (*fiscale eenheid*) to which the Target Group Members belong, have been duly and timely paid, or, to the extent that any Taxation is due but not yet paid, adequately provided for in the Accounts. The Company and the Subsidiaries have made full and adequate provisions for Tax not yet due and attributable to all periods ended on or before the Closing Date, where allowed pursuant to applicable generally accepted accounting principles. The Company has duly submitted all elections, claims and disclaimers which have been assumed to have been made for the purpose of computing any provision for Tax in the Accounts.
- 15.9. All notices, computations and returns which ought to have been made or filed before the Closing in relation to the Taxation for the Target Group Members or the parent company of the tax group (*fiscale eenheid*) to which the Target Group Members belongs, have been properly and duly submitted to the relevant Tax Authorities. As far as Seller is aware the Returns and other information filed by and/or in relation to the Company and its Subsidiaries are complete and accurate in all material respects and were made on a proper basis and do not, nor, to the best of the knowledge, information and belief of the Seller, having made due and careful enquiry, are likely to, reveal any transactions which may be the subject of any dispute with any relevant Tax Authority. The Company and its Subsidiaries (or Seller on behalf of the Company and its Subsidiaries) have not, other than in the ordinary course of business, requested or executed with any Tax authority any agreement extending the period of filing of any Tax return, report or declaration or the period of assessment or collection of any Taxes or charges owed by or with respect to the Company and its Subsidiaries nor has such extension been obtained in any other form.

- 15.1 The Company and each of its Subsidiaries has withheld (or amounts have been withheld with respect to the Company and each Subsidiary) from any employee, customer, independent contractor, creditor, stockholder and any other applicable payee the required amounts in compliance with all Tax withholding provisions of applicable Federal, state, local and foreign laws (including, without limitation, income, social security, and employment Tax withholding), and has remitted, or will remit on a timely basis, such amounts to the appropriate Tax Authorities.
- 15.1 The amount of Taxation in relation to the Target Group Members during the statutory limitation period in each relevant jurisdiction has not been affected to any material extent by any concession, agreement or other formal or informal arrangement with any Taxation authority (not being a concession, agreement or arrangement available to companies generally).
- 15.1 All current and past shareholding interests of the Company and each of its Subsidiaries qualify as a participation within the meaning of article 13 of the Dutch Corporate Income Tax Act 1969.
- 15.1 Neither the Company nor any of its Subsidiaries have written off receivables on Tax Affiliates against taxable income.
- 15.1 Neither the Company nor any of its Subsidiaries have ever acted as the liquidator ("vereffenaar") of any entity in the sense of the Dutch General Tax Act ("Algemene wet inzake rijksbelastingen"). Neither the Company nor any of its Subsidiaries have ever acted as a managing director of any entity in the sense of the Dutch General Tax Act ("Lichaam in de zin van de Algemene wet inzake rijksbelastingen") or the Dutch Collection Act 1990.
- 15.1 No charge to Tax will arise on the Company or any of its Subsidiaries by virtue only of the entering into, performance and/or completion of this Agreement.
- 15.1 The Company or any of its Subsidiaries has not entered into or been a party to any scheme or arrangement of which the main purpose, or one of the main purposes, was the avoidance, reduction or the deferral of a liability for Tax which is likely to be challenged by a Tax Authority.

## 16. Insurance

- 16.1 The Target Group Members have not entered into any insurance policies other than those identified in Annex 16.1 ("**Insurance**").
- 16.2 All premiums related to the Insurance have been paid in a timely fashion and in full.
- 16.3 No claim has been asserted by a Target Group Member under any Insurance which remains pending as of the Closing Date.
- 16.4 No notice of cancellation has been received from a third party with respect to any Insurance nor does a Target Group Member intend to issue such a notice of cancellation, whether or not in connection with the transactions contemplated by this Agreement.

16.5.The Insurance is held in the name of a Target Group Members, is in full force and effect as of the Closing Date.

## **17. Litigation**

17.1.Other than as disclosed in the Disclosed Information, no Target Group Member is party to any claim, proceeding, litigation, prosecution, investigation, enquiry or arbitration, whether as claimant, defendant or otherwise, which is pending before any civil, criminal, tax, arbitral, administrative or disciplinary tribunal or is the subject of binding advice ("**Litigation**").

17.2.To the best knowledge of Seller, there are no facts likely to give rise to any Litigation against or by a Target Group Member.

17.3.No judgment has been issued against or with respect to a Target Group Member nor has any settlement out of court (*schikking in der minne*) been reached in the context of Litigation which has not been fully satisfied as of the Closing Date, other than in respect of the VAT Refund, which will be partially received after the Closing Date.

## **18. Permits**

18.1.No approval by or notification to any Governmental Authority is required by Seller, the Target Group Members in order to consummate the transactions contemplated by this Agreement.

18.2.No approval by or notification to any Governmental Authority is required in order to conduct the Business as conducted on the Closing Date, whether in the form of a permit (*vergunning*), license (*concessie*), notification (*melding*) or otherwise.

## **19. Compliance**

19.1.No order has been issued by any Governmental Authority against Seller or the Target Group Members with respect to the Business which remains unsatisfied, in whole in part, on the Closing Date.

19.2.No recommendation has been made by any Governmental Authority against Seller or the Target Group Members to alter the manner in which the Business is conducted which has not been fully implemented on the Closing Date.

19.3.No notice has been issued or threatened by any Governmental Authority alleging non-compliance of any law or regulation applicable to the Business.

19.4.No arrangement, agreement, concerted practice or course of conduct has been entered into by or on behalf of the Target Group Members in violation of Articles 81 or 82 of the EU Treaty, EU Regulation no. 4064/89, EU Regulation no. 139/2004 or any other competition, restrictive trade practice, consumer protection or similar legislation of national law, including but not limited to the



Dutch Act on Economic Competition (*Wet economische mededinging*) and the Dutch Competition Act (*Mededingingswet*) or the regulations and policies promulgated thereunder.

**20. Information**

20.1 All information provided by or on behalf of the Seller to the Buyer during the Buyer's due diligence investigation was to the best knowledge of the Seller true, accurate and not misleading in all material respects when provided.

20.2 The Seller has, to the best of its knowledge, provided all information to the Buyer relating to the Target Group Members and their respective businesses, assets and liabilities, including, but not limited to, any updates on earlier provided information, which may reasonably be considered to be important for a reasonably prudent prospective purchaser in order to obtain a fair view of the business, assets and liabilities of the Target Group Members.

20.3 The information given in the Disclosed Information and the information stated therein is true, accurate and not misleading in all material respects and is not misleading due to any omission or ambiguity or for any other reason.

20.4 DVD only contains such information made available during the course of the DD investigation during the period from 6 July 2011 to 5 August 2011 and the additional information made available by Seller as per e-mails dated 14 October 2011 from Nick Tol

**Schedule 15.1**  
**Bank Guarantee**

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## Schedule 15.2

### GUARANTEE

**THIS AGREEMENT** is entered into on \_\_\_\_ October 2011 **BETWEEN:**

- (1) **VISTAPRINT N.V.**, a public company (*naamloze vennootschap*) organised and existing under the laws of the Netherlands, having its registered seat in Venlo, the Netherlands and its registered address in (5928LW) Venlo, the Netherlands at Hudsonweg 8, registered with the trade register of the Dutch chambers of commerce under number 3119556 ("**Buyer**"); and
- (2) [**•**], a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organised and existing under the laws of the Netherlands, having its registered seat in [**•**] and its registered address in ([**•**]) [**•**] at [**•**], registered with the trade register of the Dutch chambers of commerce under number [**•**] ("**Guarantor**");]

[**or**]

[**•**], [born on [**•**], in [**•**], currently residing in ([**•**]) [**•**] at [**•**] ("**Guarantor**")];

hereinafter collectively also referred to as the "**Parties**" and each of them also as a "**Party**".

### WHEREAS:

- (A) The Buyer is a party to that certain Share Purchase Agreement dated on or about the date hereof (the "**Share Purchase Agreement**") pursuant to which Buyer agreed to purchase all of the outstanding shares in the issued share capital of Albumprinter Holding B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organised and existing under the laws of the Netherlands, having its registered seat in Amsterdam, the Netherlands, and its registered address in (1012AB) Amsterdam, the Netherlands at Stationsplein 53 — 57, registered with the trade register of the Dutch chambers of commerce under number 815746441 (the "**Company**") as owned by Albumprinter Beheer B.V. (the "**Seller**").
  - (B) Through its acquisition of the Company, the Buyer is also acquiring all of the Company's direct and indirect ownership interest in AlbumPrinter.com B.V., AlbumPrinter B.V., AlbumPrinter Services B.V., AlbumPrinter Productions B.V. and Albelli GmbH (together with the Company referred to as the "**Target Group Members**").
  - (C) The Covenantor holds [**•**]% (the "**Proportionate Share**") of the shares in the issued share capital of the Seller and will in such capacity benefit from the sale of the Seller's interest in the Target Group Members.
-

- (D) As security for the due performance by the Seller of its obligations towards the Buyer under the Share Purchase Agreement, the Seller has provided the Buyer with a bank guarantee issued for an amount of EUR 6,000,000, possibly to be increased to an amount of up to EUR 6,500,000 by and subject to the terms of the Share Purchase Agreement (the "**Bank Guarantee**").
- (E) The purpose of this undertaking is to insure and protect the Buyer's reliance on the financial ability of the Seller to meet its obligations and liabilities arising under or in connection with the Share Purchase Agreement and the transactions contemplated thereby, insofar as the amount of the Bank Guarantee provides insufficient coverage.
- (F) For the purposes set out above in recital (D), the Guarantor is prepared to bind itself as surety (*borg*) for the payment obligations of the Seller under the Share Purchase Agreement by and subject to the terms of this Agreement.

**IT IS HEREBY AGREED** as follows:

#### **1. INTERPRETATION**

Capitalised terms used herein, but not defined herein, shall have the same meaning as ascribed thereto in the Share Purchase Agreement.

#### **2. GUARANTEE**

- 2.1 By and subject to the terms and conditions of this Agreement the Guarantor hereby binds itself as surety (*borg*) toward the Buyer for the due performance by the Seller of its payment obligations towards the Buyer under the Share Purchase Agreement.
  - 2.2 The Guarantor shall only be obliged to perform its obligations under clause 2.1 if and to the extent that (i) the amount of the Bank Guarantee provides insufficient recourse for the claim of the Buyer, and (ii) the Seller is in default (*verzuim*) of its payment obligations (including but not limited to those payment obligations arising as a result of claims for breach of the Warranties — as defined in the Share Purchase Agreement — and breach of contract) under the Share Purchase Agreement.
  - 2.3 The liability of the Guarantor for any and all claims by the Buyer under clause 2.1 shall be limited to an amount equal to its Proportionate Share of the amount of the Seller's liability for the relevant claim(s). The aggregate liability of the Guarantor for claims of the Buyer under the guarantee (*borgtocht*) set out in clause 2.1 shall be limited to a maximum of its Proportionate Share of the Purchase Price (as defined in the Share Purchase Agreement) actually received by the Guarantor.
  - 2.4 If the Buyer notifies the Seller of a default (*in gebreke stellen*) of its obligations under the Share Purchase Agreement, the Buyer shall as soon as reasonably
-

possible after such notification, notify the Guarantor of such default by the Seller. Where the Buyer considers to make a claim against the Guarantor under this Agreement it shall notify the Guarantor thereof in writing, specifying in reasonable detail (i) the aggregate amount of the claim against the Seller under the Share Purchase Agreement, (ii) the grounds for such claim and (iii) the amount the Buyer seeks to recover from the Guarantor. If the claim is not disputed the Guarantor shall make payment within 5 days of receipt of the notice received by the Buyer.

2.5 The guarantee (*borgtocht*) given under clause 2.1 shall enter into force subject to the condition precedent (*opschortende voorwaarde*) of completion of the transactions as contemplated by the Share Purchase Agreement and shall remain in force until the Seller has performed all of its payment obligations to the Buyer under the Share Purchase Agreement.

### 3. GENERAL

3.1 A variation of this Agreement is valid only if it is in writing and signed by or on behalf of each Party.

3.2 This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement and any Party may enter into this Agreement by executing a counterpart.

### 4. GOVERNING LAW / JURISDICTION

4.1 This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

4.2 Any and all disputes arising from or in connection with this Agreement, or further contracts resulting there from, shall be settled exclusively by the competent court in Amsterdam, the Netherlands.

**IN WITNESS WHEREOF** this Agreement has been duly executed as of the date first above written by:

**VISTAPRINT N.V.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

[•]

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By:

Title:

**In confirmation of having provided the permission required under article 1:88 of the Dutch Civil Code for entering into this Guarantee:**

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*(full names spouse / registered partner of the guarantor)*

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**Schedule 15.3**  
**Escrow Agreement**

[Form of]

## 2011 Equity Incentive Plan

Restricted Share Unit Agreement

1. Grant of Award. This Agreement evidences the grant by Vistaprint N.V., a Netherlands company (the "Company"), on %%OPTION\_DATE,'Month DD, YYYY'%% to %%FIRST\_NAME%%-%% %%LAST\_NAME%%-%% (the "Participant") of %%TOTAL\_SHARES\_GRANTED%%-%% restricted share units (the "Units") with respect to a total of %%TOTAL\_SHARES\_GRANTED%%-%% ordinary shares of the Company, €0.01 par value per share (the "Shares"), on the terms of this Agreement and the Company's 2011 Equity Incentive Plan (the "Plan").

Except as otherwise indicated by the context, the term "Participant," as used in this award, is deemed to include any person who acquires rights under this award validly under its terms.

2. Vesting.

(a) Subject to the terms and conditions of this award, the Units vest in accordance with the following schedule. On each vesting date, each Unit becoming vested is automatically converted into a Share on a one-to-one basis.

- 25% of the original number of Units on %%VEST\_DATE\_PERIOD1,'Month DD, YYYY'%%-%%, and
- an additional 6.25% of the original number of Units at the end of each successive three-month period after the date immediately above until the third anniversary of such date.

(b) This vesting schedule requires that, at the time any Units vest, the Participant is, and has been at all times since the date in Section 1 above on which the Units were granted, an employee, officer or director of, or consultant or advisor to, the Company or any parent or subsidiary of the Company as defined in Section 424(e) or (f) of the United States Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the "Code"). Therefore, the Participant expressly accepts and agrees that any termination of his or her relationship with the Company for any reason whatsoever (including without limitation unfair or objective dismissal, permanent disability, resignation or desistance) automatically means the forfeiture of all of his or her unvested Units, with no compensation whatsoever. The Participant acknowledges and accepts that this is an essential condition of this Agreement and expressly agrees to this condition. If the Participant is employed by a parent or subsidiary of the Company, any references in this Agreement to employment by or with the Company or termination of employment by or with the Company are instead deemed to refer to such parent or subsidiary.

(c) If for any reason the Participant ceases to be an employee officer or director of, or consultant or advisor to, the Company or any parent or subsidiary of the Company as defined in Section 2(b) above, then the vesting of Units ceases and the Participant has no further rights with respect to any unvested Units. If the Participant violates the non-competition or confidentiality provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company or a parent or subsidiary of the Company, then the vesting of Units ceases, and this award terminates immediately upon such violation.

3. Timing and Form of Distribution. The Company shall distribute to the Participant Shares on a one-to-one basis with respect to the Units that become vested on each vesting date, as soon as practicable after each vesting date but in no event later than 45 days after the applicable vesting date, except that in the case of Participants who are not subject to U.S. income taxes on this award, the Distribution Date may be a later date if required by local law. Each date of distribution of Shares is referred to as the "Distribution Date." The Participant receives distributions only with respect to his or her vested Units



and has no right to a distribution of Shares with respect to unvested Units unless and until such Units vest. Once a Share with respect to a vested Unit has been distributed pursuant to this award, the Participant has no further rights with respect to that Unit.

**4. Withholding.** The Participant is required to satisfy the payment of any Withholding Taxes required to be withheld with respect to the vesting of Units. "Withholding Taxes" includes, as applicable and without limitation, federal, state, local, foreign and provincial income tax, social insurance contributions, payroll tax, payment on account or other tax-related items. The Participant acknowledges that the ultimate liability for all taxes relating to this award is and remains the Participant's responsibility and may exceed the amount that the Company withholds. The Company has no obligation to structure the terms of this award to reduce or eliminate the Participant's liability for Withholding Taxes or to achieve any particular tax result. Furthermore, if the Participant is subject to tax in more than one jurisdiction, the Participant acknowledges that the Company may be required to withhold or account for Withholding Taxes in more than one jurisdiction. In order to satisfy the Withholding Taxes owed with respect to the vesting of Units, the Participant agrees as follows:

(a) Unless the Company, in its sole discretion, determines that the procedure set forth in this Section 4(a) is not advisable or unless the Participant is subject to Swiss income taxes on any income from this award, at the Distribution Date the Company shall withhold a number of Shares with a fair market value equal to the amount necessary to satisfy the minimum amount of Withholding Taxes due on such Distribution Date.

(b) If the Company, in its sole discretion, determines that the procedure set forth in Section 4(a) is not advisable or sufficient or if the Participant is subject to Swiss income taxes on any income from this award, then the Participant, as a condition to receiving any Shares upon the vesting of Units, shall (i) pay to the Company, by cash or check, or in the sole discretion of the Company, payroll deduction, an amount sufficient to satisfy any Withholding Taxes or otherwise make arrangements satisfactory to the Company for the payment of such amounts (including through offset of any amounts otherwise payable by the Company to the Participant, including salary or other compensation); or (ii) if the Company permits, make an arrangement that is acceptable to the Company with a creditworthy broker to sell, at the market price on the applicable Distribution Date, the number of Shares that the Company has instructed such broker is necessary to obtain proceeds sufficient to satisfy the Withholding Taxes applicable to the Shares to be distributed to the Participant on the Distribution Date (based on the fair market value of Shares on the Distribution Date) and to remit such proceeds to the Company; or (iii) only if the Participant is subject to Swiss income taxes on any income from this award, instruct the Company to withhold Shares as set forth in Section 4(a) above. The Participant agrees to execute and deliver such documents as may be reasonably required in connection with the sale of any Shares pursuant to this Section 4(b).

**5. Nontransferability of Award.** The Participant shall not sell, assign, transfer, pledge or otherwise encumber this award, either voluntarily or by operation of law, except by will or the laws of descent and distribution. However, with respect to any award that is exempt from the provisions of Section 409A of the Code and the guidance thereunder ("Section 409A") or with respect to a Participant who is not subject to U.S. income taxes on any income from this award, the Participant may transfer the award (a) pursuant to a qualified domestic relations order or (b) if the Company consents, to or for the benefit of any immediate family member, family trust, family partnership or family limited liability company established solely for the benefit of the holder and/or an immediate family member of the holder, if, in each case, as a condition to the transfer the transferee agrees to be subject to, and bound by, the terms of this Agreement. However, the Participant shall not transfer this award to any proposed transferee if, with respect to such proposed transferee, the Company would not be eligible to use a Form S-8 for the registration of the issuance and sale of the Shares subject to this award under the United States Securities Act of 1933, as amended.

6. No Right to Employment or Other Status. This award shall not be construed as giving the Participant the right to continued employment or any other relationship with the Company or any parent or subsidiary of the Company. The Company and any parent or subsidiary of the Company expressly reserve the right to dismiss or otherwise terminate its relationship with the Participant free from any liability or claim under the Plan or this award, except as expressly provided in this award.

7. No Rights as Shareholder. The Participant has no rights as a shareholder with respect to any Shares distributable under this award until such Shares are issued to the Participant.

8. Provisions of the Plan. This award is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this award.

9. Nature of the Grant. By accepting this Agreement, the Participant acknowledges as follows:

(a) The Plan is established voluntarily by the Company, is discretionary in nature and cannot be regarded as a contractual employment condition, benefit or other right in any way whatsoever. Thus, the Company may modify, amend, suspend or terminate the Plan at the Company's sole discretion at any time, unless otherwise provided in the Plan or this Agreement. The Participant's participation in the Plan is voluntary.

(b) The grant of the Units and the Shares is voluntary and occasional and does not create any contractual or other right to receive future awards of Units or benefits in lieu of Units even if Units have been awarded repeatedly in the past. All decisions with respect to future grants of Units and/or Shares, if any, are at the Company's sole discretion.

(c) The Units and the Shares are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company or to the Participant's employer, and the Units are outside the scope of the Participant's employment contract, if any.

(d) The Units and the Shares are not part of normal or expected compensation or salary for any purpose, including but not limited to the calculation of any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments, and in no event should be considered as compensation for, or relating in any way to, past services for the Company or the Participant's employer.

(e) The future value of the Shares underlying the Units is unknown and cannot be predicted with certainty. If the Participant receives Shares upon vesting, the value of such Shares may increase or decrease in value.

(f) In consideration of the grant of the Units, no claim or entitlement to compensation or damages arises from termination of the Units or Shares, diminution in value of the Shares or termination of the Participant's employment by the Company or the Participant's employer for any reason whatsoever and whether or not in breach of local labor laws. The Participant irrevocably releases the Company and his or her employer from any such claim that may arise. If, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by accepting this Agreement, the Participant is deemed irrevocably to have waived his or her entitlement to pursue such claim.

(g) Further, if the Participant ceases to be an employee for any reason whatsoever and whether or not in breach of local labor laws, the Participant's right to vesting of the Units under this Agreement and the Plan, if any, terminates effective as of the date that the Participant is no longer actively employed by the Company and will not be extended by any notice period mandated under local law. The Company has the exclusive discretion to determine when the Participant is no longer actively employed for purposes of this Agreement and the Plan.

10. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the Units and on any Shares acquired under the Plan to the extent the Company determines it is necessary or advisable in order to comply with federal, state, local, foreign or provincial laws or to facilitate the administration of the Plan, except that with respect to awards that are subject to Section 409A, to the extent so permitted under Section 409A. Furthermore, the parties hereto agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement and the Plan.

11. Data Privacy Notice and Consent. The Participant understands that the Company and its subsidiaries hold certain personal information about the Participant, including the Participant's name, home address and telephone number, date of birth, social security number or identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all equity awards or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor, for the purpose of managing and administering the Plan ("Data"). The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her Data by the Company and its subsidiaries and affiliates and understands and agrees that the Company and/or its subsidiaries will transfer Data amongst themselves as necessary for employment purposes, including implementation, administration and management of the Participant's participation in the Plan, and that the Company and/or any of its subsidiaries may each further transfer Data to E\*Trade Financial Services, Inc. or another stock plan service provider or other third parties assisting the Company with processing of Data. The Participant understands that these recipients may be located in the United States, and that the recipient's country may have different data privacy laws and protections than in the Participant's country. The Participant authorizes them to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes described in this Section, including any requisite transfer to E\*Trade Financial Services, Inc., or such other stock plan service provider or other third party as may be required for the administration of the Plan or the subsequent holding of Shares on the Participant's behalf. The Participant understands that he or she may, at any time, request access to the Data, request any necessary amendments to it or refuse or withdraw the consents in this Section, in any case without cost, by contacting in writing his or her local human resources representative. The Participant understands, however, that withdrawal of consent may affect the Participant's ability to participate in or realize benefits from the Plan. For more information on the consequences of refusal to consent or withdrawal of consent, the Participant understands that he or she may contact his or her local human resources representative.

12. Change in Control Events.

(a) Upon the occurrence of a Change in Control Event (as defined below), regardless of whether such event also constitutes a Reorganization Event (as defined in the Plan), except to the extent specifically otherwise provided in another agreement between the Company and the Participant, one-half of the number of then unvested Units become vested if, on or before the first anniversary of the date of the consummation of the Change in Control Event, the Participant's employment with the Company or the acquiring or succeeding corporation is terminated for Good Reason (as defined below) by the Participant or is terminated without Cause (as defined below) by the Company or the acquiring or succeeding corporation.

(b) For purposes of this Agreement, "Change in Control Event" means:

(i) the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the United States Securities Exchange Act of 1934) (a "Person") of beneficial ownership of any capital shares or equity of the Company if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 promulgated under such Securities Exchange Act) 50% or more of either (x) the then-

outstanding ordinary shares of the Company (the "Outstanding Company Ordinary Shares") or (y) the combined voting power of the then-outstanding securities of the Company entitled to vote generally in the election of the members of the Supervisory Board (the "Outstanding Company Voting Securities"), except that for purposes of this subsection (i), the following acquisitions do not constitute a Change in Control Event: (A) any acquisition directly from the Company (excluding an acquisition pursuant to the exercise, conversion or exchange of any security exercisable for, convertible into or exchangeable for ordinary shares or voting securities of the Company, unless the Person exercising, converting or exchanging such security acquired such security directly from the Company or an underwriter or agent of the Company), (B) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or (C) any acquisition by any corporation pursuant to a Business Combination (as defined below) that complies with clauses (x) and (y) of subsection (ii) of this definition; or

(ii) the consummation of a merger, consolidation, reorganization, recapitalization or share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company (a "Business Combination"), unless, immediately after such Business Combination, each of the following two conditions is satisfied: (x) all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Ordinary Shares and Outstanding Company Voting Securities immediately before such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding ordinary shares and the combined voting power of the then-outstanding securities entitled to vote generally in the election of the members of the Supervisory Board or the members of the Board of Directors, as the case may be, of the resulting or acquiring corporation in such Business Combination (which includes, without limitation, a corporation that as a result of such transaction owns the Company or substantially all of the Company's assets either directly or through one or more subsidiaries) (such resulting or acquiring corporation is referred to as the "Acquiring Corporation") in substantially the same proportions as their ownership of the Outstanding Company Ordinary Shares and Outstanding Company Voting Securities immediately before such Business Combination and (y) no Person (excluding the Acquiring Corporation or any employee benefit plan or related trust maintained or sponsored by the Company or by the Acquiring Corporation) beneficially owns, directly or indirectly, 30% or more of the then-outstanding ordinary shares of the Acquiring Corporation, or of the combined voting power of the then-outstanding securities of such corporation entitled to vote generally in the election of the members of the Supervisory Board or the members of the Board of Directors, as the case may be, (except to the extent that such ownership existed before the Business Combination).

(c) For purposes of this Agreement, "Cause" means any (i) willful failure by the Participant to perform his material responsibilities to the Company, which failure is not cured within 30 days of written notice to the Participant from the Company, or (ii) willful misconduct by the Participant that affects the business reputation of the Company. The Participant is considered to have been discharged for "Cause" if the Company determines, within 30 days after the Participant's termination, that discharge for Cause was warranted.

(d) For purposes of this Agreement, "Good Reason" means (A) any significant diminution in the Participant's duties, authority or responsibilities from and after the Change in Control Event, (B) any material reduction in base compensation payable to the Participant from and after the Change in Control Event, or (C) the relocation of the place of business at which the Participant is principally located to a location that is greater than 50 miles from the current site without the Participant's consent. However, no such event or condition constitutes Good Reason unless (x) the Participant gives the Company a written

notice of termination for Good Reason not more than 90 days after the initial existence of the condition, (y) the grounds for termination (if susceptible to correction) are not corrected by the Company within 30 days of its receipt of such notice and (z) Participant's termination of employment occurs within six months after the Company's receipt of such notice.

13. Section 409A.

(a) This award is intended to comply with or be exempt from the requirements of Section 409A and shall be construed consistently therewith. Subject to Sections 10(f) and 11(d) of the Plan, the Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally amend the Plan or this Agreement to prevent this award from becoming subject to the requirements of Section 409A. However, the Company makes no representations or warranties and has no liability to the Participant or to any other person if any of the provisions of or payments under this award are determined to constitute nonqualified deferred compensation subject to Section 409A but do not satisfy the requirements of Section 409A.

(b) If the Units are considered to be "nonqualified deferred compensation" within the meaning of Section 409A, and the Participant is considered a "specified employee" within the meaning of Section 409A, then notwithstanding anything to the contrary in this Agreement, the Company shall not deliver to the Participant any Shares required to be delivered upon vesting of Units that occurs upon a termination of employment until the earlier of (i) the six-month and one-day anniversary of the Participant's termination of employment and (ii) the Participant's death. In addition, solely to the extent that the Units are considered to be "nonqualified deferred compensation" and solely to the extent that another agreement between the Participant and the Company provides for vesting of the Units and delivery of the Shares upon a "change in control," such event must constitute a "change in control event" within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(i) in order for the Shares to be delivered.

(c) For purposes of Sections 12(a) and 13(b) of this Agreement, "termination of employment" and similar terms mean "separation from service" within the meaning of Section 409A. The determination of whether and when Participant's separation from service from the Company has occurred shall be made in a manner consistent with, and based on the presumptions set forth in, Treasury Regulation Section 1.409A-1(h). Solely for purposes of this Section 13(c), "Company" includes all persons with whom the Company would be considered a single employer under Section 414(b) and 414(c) of the Code.

14. Language. If the Participant receives this Agreement or any other document related to the Plan translated into a language other than English, the English version controls.

15. Electronic Delivery. The Company may, in its sole discretion, deliver any documents related to current or future participation in the Plan by electronic means. The Participant consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

16. Addendum. The Units and the Shares acquired under the Plan are subject to any country-specific terms and conditions set forth in any addendum to this Agreement or the Plan, and in the event of a conflict between this Agreement and any such addendum, the addendum governs. If the Participant relocates his or her residence to one of the countries included in any such addendum, the terms and conditions of such applicable addendum apply to the Participant to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. Each such addendum, if any, constitutes part of this Agreement.

PARTICIPANT'S ACCEPTANCE

By signing or electronically accepting this Agreement, the Participant agrees to the terms and conditions hereof. The Participant hereby acknowledges receipt of a copy of the Vistaprint N.V. 2011 Equity Incentive Plan.

[Form of]

## 2011 Equity Incentive Plan

Restricted Share Unit Agreement

1. Grant of Award. This Agreement evidences the grant by Vistaprint N.V., a Netherlands company (the "Company"), on %%OPTION\_DATE, 'Month DD, YYYY'%% to %%FIRST\_NAME%% %%LAST\_NAME%% (the "Participant") of %%TOTAL\_SHARES\_GRANTED%% restricted share units (the "Units") with respect to a total of %%TOTAL\_SHARES\_GRANTED%% ordinary shares of the Company, €0.01 par value per share (the "Shares"), on the terms of this Agreement and the Company's 2011 Equity Incentive Plan (the "Plan").

Except as otherwise indicated by the context, the term "Participant," as used in this award, is deemed to include any person who acquires rights under this award validly under its terms.

2. Vesting.

(a) Subject to the terms and conditions of this award, the Units vest as to 8.33% of the original number of Units at the end of each successive three-month period after the date set forth in Section 1 above until the third anniversary of such date. On each vesting date, each Unit becoming vested is automatically converted into a Share on a one-to-one basis.

(b) This vesting schedule requires that, at the time any Units vest, the Participant is, and has been at all times since the date in Section 1 above on which the Units were granted, an employee, officer or director of, or consultant or advisor to, the Company or any parent or subsidiary of the Company as defined in Section 424(e) or (f) of the United States Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the "Code"). Therefore, the Participant expressly accepts and agrees that any termination of his or her relationship with the Company for any reason whatsoever (including without limitation unfair or objective dismissal, permanent disability, resignation or desistance) automatically means the forfeiture of all of his or her unvested Units, with no compensation whatsoever. The Participant acknowledges and accepts that this is an essential condition of this Agreement and expressly agrees to this condition. If the Participant serves as an employee, officer or director of, or consultant or advisor to, a parent or subsidiary of the Company, any references in this Agreement to such relationship with the Company or termination of such relationship with the Company are instead deemed to refer to such parent or subsidiary.

(c) If for any reason the Participant ceases to be an employee, officer or director of, or consultant or advisor to, the Company or any parent or subsidiary of the Company as defined in Section 2(b) above, then the vesting of Units ceases and the Participant has no further rights with respect to any unvested Units. If the Participant violates the non-competition or confidentiality provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company or a parent or subsidiary of the Company, then the vesting of Units ceases, and this award terminates immediately upon such violation.

3. Timing and Form of Distribution. The Company shall distribute to the Participant Shares on a one-to-one basis with respect to the Units that become vested on each vesting date, as soon as practicable after each vesting date but in no event later than 45 days after the applicable vesting date, except that in the case of Participants who are not subject to U.S. income taxes on this award, the Distribution Date may be a later date if required by local law. Each date of distribution of Shares is referred to as the "Distribution Date." The Participant receives distributions only with respect to his or her vested Units and has no right to a distribution of Shares with respect to unvested Units unless and until such Units vest. Once a Share with respect to a vested Unit has been distributed pursuant to this award, the Participant has no further rights with respect to that Unit.

4. Withholding. The Participant is required to satisfy the payment of any Withholding Taxes required to be withheld with respect to the vesting of Units. "Withholding Taxes" includes, as applicable and without limitation, federal, state, local, foreign and provincial income tax, social insurance contributions, payroll tax, payment on account or other tax-related items. The Participant acknowledges that the ultimate liability for all taxes relating to this award is and remains the Participant's responsibility and may exceed the amount that the Company withholds. The Company has no obligation to structure the terms of this award to reduce or eliminate the Participant's liability for Withholding Taxes or to achieve any particular tax result. Furthermore, if the Participant is subject to tax in more than one jurisdiction, the Participant acknowledges that the Company may be required to withhold or account for Withholding Taxes in more than one jurisdiction. In order to satisfy the Withholding Taxes owed with respect to the vesting of Units, the Participant agrees as follows:

(a) Unless the Company, in its sole discretion, determines that the procedure set forth in this Section 4(a) is not advisable or unless the Participant is subject to Swiss income taxes on any income from this award, at the Distribution Date the Company shall withhold a number of Shares with a fair market value equal to the amount necessary to satisfy the minimum amount of Withholding Taxes due on such Distribution Date.

(b) If the Company, in its sole discretion, determines that the procedure set forth in Section 4(a) is not advisable or sufficient or if the Participant is subject to Swiss income taxes on any income from this award, then the Participant, as a condition to receiving any Shares upon the vesting of Units, shall (i) pay to the Company, by cash or check, or in the sole discretion of the Company, payroll deduction, an amount sufficient to satisfy any Withholding Taxes or otherwise make arrangements satisfactory to the Company for the payment of such amounts (including through offset of any amounts otherwise payable by the Company to the Participant, including salary or other compensation); or (ii) if the Company permits, make an arrangement that is acceptable to the Company with a creditworthy broker to sell, at the market price on the applicable Distribution Date, the number of Shares that the Company has instructed such broker is necessary to obtain proceeds sufficient to satisfy the Withholding Taxes applicable to the Shares to be distributed to the Participant on the Distribution Date (based on the fair market value of Shares on the Distribution Date) and to remit such proceeds to the Company; or (iii) only if the Participant is subject to Swiss income taxes on any income from this award, instruct the Company to withhold Shares as set forth in Section 4(a) above. The Participant agrees to execute and deliver such documents as may be reasonably required in connection with the sale of any Shares pursuant to this Section 4(b).

5. Nontransferability of Award. The Participant shall not sell, assign, transfer, pledge or otherwise encumber this award, either voluntarily or by operation of law, except by will or the laws of descent and distribution. However, with respect to any award that is exempt from the provisions of Section 409A of the Code and the guidance thereunder ("Section 409A") or with respect to a Participant who is not subject to U.S. income taxes on any income from this award, the Participant may transfer the award (a) pursuant to a qualified domestic relations order or (b) if the Company consents, to or for the benefit of any immediate family member, family trust, family partnership or family limited liability company established solely for the benefit of the holder and/or an immediate family member of the holder, if, in each case, as a condition to the transfer the transferee agrees to be subject to, and bound by, the terms of this Agreement. However, the Participant shall not transfer this award to any proposed transferee if, with respect to such proposed transferee, the Company would not be eligible to use a Form S-8 for the registration of the issuance and sale of the Shares subject to this award under the United States Securities Act of 1933, as amended.

6. No Right to Employment or Other Status. This award shall not be construed as giving the Participant the right to employment or any other relationship with the Company or any parent or subsidiary of the Company. The Company and any parent or subsidiary of the Company expressly



reserve the right to dismiss or otherwise terminate its relationship with the Participant free from any liability or claim under the Plan or this award, except as expressly provided in this award.

7. No Rights as Shareholder. The Participant has no rights as a shareholder with respect to any Shares distributable under this award until such Shares are issued to the Participant.

8. Provisions of the Plan. This award is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this award.

9. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the Units and on any Shares acquired under the Plan to the extent the Company determines it is necessary or advisable in order to comply with federal, state, local, foreign or provincial laws or to facilitate the administration of the Plan, except that with respect to awards that are subject to Section 409A, to the extent so permitted under Section 409A. Furthermore, the parties hereto agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement and the Plan.

10. Data Privacy Notice and Consent. The Participant understands that the Company and its subsidiaries hold certain personal information about the Participant, including the Participant's name, home address and telephone number, date of birth, social security number or identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all equity awards or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor, for the purpose of managing and administering the Plan ("Data"). The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her Data by the Company and its subsidiaries and affiliates and understands and agrees that the Company and/or its subsidiaries will transfer Data amongst themselves as necessary for employment purposes, including implementation, administration and management of the Participant's participation in the Plan, and that the Company and/or any of its subsidiaries may each further transfer Data to E\*Trade Financial Services, Inc. or another stock plan service provider or other third parties assisting the Company with processing of Data. The Participant understands that these recipients may be located in the United States, and that the recipient's country may have different data privacy laws and protections than in the Participant's country. The Participant authorizes them to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes described in this Section, including any requisite transfer to E\*Trade Financial Services, Inc., or such other stock plan service provider or other third party as may be required for the administration of the Plan or the subsequent holding of Shares on the Participant's behalf. The Participant understands that he or she may, at any time, request access to the Data, request any necessary amendments to it or refuse or withdraw the consents in this Section, in any case without cost, by contacting in writing his or her local human resources representative. The Participant understands, however, that withdrawal of consent may affect the Participant's ability participate in or realize benefits from the Plan. For more information on the consequences of refusal to consent or withdrawal of consent, the Participant understands that he or she may contact the Company's General Counsel.

11. Change in Control Events.

(a) Upon the occurrence of a Change in Control Event (as defined below), regardless of whether such event also constitutes a Reorganization Event (as defined in the Plan), except to the extent specifically otherwise provided in another agreement between the Company and the Participant, all of the then unvested Units become vested upon the consummation of the Change in Control Event without any action on the part of the Company, the acquiring or succeeding corporation or the Participant.

(b) For purposes of this Agreement, "Change in Control Event" means:

(i) the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the United States Securities Exchange Act of 1934) (a "Person") of beneficial ownership of any capital shares or equity of the Company if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 promulgated under such Securities Exchange Act) 50% or more of either (x) the then-outstanding ordinary shares of the Company (the "Outstanding Company Ordinary Shares") or (y) the combined voting power of the then-outstanding securities of the Company entitled to vote generally in the election of the members of the Supervisory Board (the "Outstanding Company Voting Securities"), except that for purposes of this subsection (i), the following acquisitions do not constitute a Change in Control Event: (A) any acquisition directly from the Company (excluding an acquisition pursuant to the exercise, conversion or exchange of any security exercisable for, convertible into or exchangeable for ordinary shares or voting securities of the Company, unless the Person exercising, converting or exchanging such security acquired such security directly from the Company or an underwriter or agent of the Company), (B) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or (C) any acquisition by any corporation pursuant to a Business Combination (as defined below) that complies with clauses (x) and (y) of subsection (ii) of this definition; or

(ii) the consummation of a merger, consolidation, reorganization, recapitalization or share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company (a "Business Combination"), unless, immediately after such Business Combination, each of the following two conditions is satisfied: (x) all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Ordinary Shares and Outstanding Company Voting Securities immediately before such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding ordinary shares and the combined voting power of the then-outstanding securities entitled to vote generally in the election of the members of the Supervisory Board or the members of the Board of Directors, as the case may be, of the resulting or acquiring corporation in such Business Combination (which includes, without limitation, a corporation that as a result of such transaction owns the Company or substantially all of the Company's assets either directly or through one or more subsidiaries) (such resulting or acquiring corporation is referred to as the "Acquiring Corporation") in substantially the same proportions as their ownership of the Outstanding Company Ordinary Shares and Outstanding Company Voting Securities immediately before such Business Combination and (y) no Person (excluding the Acquiring Corporation or any employee benefit plan or related trust maintained or sponsored by the Company or by the Acquiring Corporation) beneficially owns, directly or indirectly, 30% or more of the then-outstanding ordinary shares of the Acquiring Corporation, or of the combined voting power of the then-outstanding securities of such corporation entitled to vote generally in the election of the members of the Supervisory Board or the members of the Board of Directors, as the case may be, (except to the extent that such ownership existed before the Business Combination).

#### 12. Section 409A.

(a) This award is intended to comply with or be exempt from the requirements of Section 409A and shall be construed consistently therewith. Subject to Sections 10(f) and 11(d) of the Plan, the Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally amend the Plan or this Agreement to prevent this award from becoming subject

to the requirements of Section 409A. However, the Company makes no representations or warranties and has no liability to the Participant or to any other person if any of the provisions of or payments under this award are determined to constitute nonqualified deferred compensation subject to Section 409A but do not satisfy the requirements of Section 409A.

(b) If the Units are considered to be "nonqualified deferred compensation" within the meaning of Section 409A, and the Participant is considered a "specified employee" within the meaning of Section 409A, then notwithstanding anything to the contrary in this Agreement, the Company shall not deliver to the Participant any Shares required to be delivered upon vesting of Units that occurs upon a termination of employment until the earlier of (i) the six-month and one-day anniversary of the Participant's termination of employment and (ii) the Participant's death. In addition, solely to the extent that the Units are considered to be "nonqualified deferred compensation" and solely to the extent that another agreement between the Participant and the Company provides for vesting of the Units and delivery of the Shares upon a "change in control," such event must constitute a "change in control event" within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(i) in order for the Shares to be delivered.

(c) For purposes of Section 12(b) of this Agreement, "termination of employment" and similar terms mean "separation from service" within the meaning of Section 409A. The determination of whether and when Participant's separation from service from the Company has occurred shall be made in a manner consistent with, and based on the presumptions set forth in, Treasury Regulation Section 1.409A-1(h). Solely for purposes of this Section 12(c), "Company" includes all persons with whom the Company would be considered a single employer under Section 414(b) and 414(c) of the Code.

14. Language. If the Participant receives this Agreement or any other document related to the Plan translated into a language other than English, the English version controls.

15. Electronic Delivery. The Company may, in its sole discretion, deliver any documents related to current or future participation in the Plan by electronic means. The Participant consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

16. Addendum. The Units and the Shares acquired under the Plan are subject to any country-specific terms and conditions set forth in any addendum to this Agreement or the Plan, and in the event of a conflict between this Agreement and any such addendum, the addendum governs. If the Participant relocates his or her residence to one of the countries included in any such addendum, the terms and conditions of such applicable addendum apply to the Participant to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. Each such addendum, if any, constitutes part of this Agreement.

The parties have executed this Agreement.

**VISTAPRINT N.V.**

**PARTICIPANT**

By:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:

[Form of]

## 2011 Equity Incentive Plan

Nonqualified Share Option Agreement

1. Grant of Option. This Agreement evidences a grant by Vistaprint N.V., a Netherlands company (the "Company"), on «**GrantDate**» (the "Grant Date") to «**Name**» (the "Participant") of an option to purchase, in whole or in part, a total of «**Numbershares**» ordinary shares of the Company, €0.01 par value per share (the "Shares"), at an exercise price of «**Price**» per Share, on the terms of this Agreement and the Company's 2011 Equity Incentive Plan (the "Plan"). Unless earlier terminated, this option expires on «**Finalexercisedate**» (the "Expiration Date").

The option evidenced by this Agreement is not intended to be an incentive stock option as defined in Section 422 of the United States Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the "Code"). Except as otherwise indicated by the context, the term "Participant," as used in this option, is deemed to include any person who acquires the right to exercise this option validly under its terms.

2. Vesting Schedule. This option becomes exercisable ("vests") as to 25% of the original number of Shares on «**Vestdate**» and as to an additional 6.25% of the original number of Shares at the end of each successive three-month period following such date until the third anniversary of such date. The right of exercise is cumulative so that, to the extent the option is not exercised in any period to the maximum extent permissible, it continues to be exercisable, in whole or in part, with respect to all unexercised Shares for which it is vested until the earlier of the Expiration Date or the termination of this option under this Agreement or the Plan.

3. Exercise of Option.

(a) Form of Exercise. Each election to exercise this option must be in writing in such form as the Company may accept and accompanied by payment in full using any of the following methods (unless determined otherwise by the Company's Management Board or Supervisory Board in its sole discretion):

(1) in cash or by check, payable to the order of the Company;

(2) by an arrangement that is acceptable to the Company with a creditworthy broker to deliver promptly to the Company sufficient funds to pay the exercise price and any required tax withholding;

(3) by delivery of ordinary shares of the Company owned by the Participant, or by attestation to the ownership of a sufficient number of ordinary shares of the Company, valued at their fair market value as determined by (or in a manner approved by) the Company's Supervisory Board or Management Board in good faith, so long as (A) such methods of payment are then permitted under applicable law and (B) such ordinary shares are not subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements ; or

(4) by any combination of the above permitted forms of payment.

The Participant may purchase fewer than the number of Shares covered hereby, but no partial exercise of this option may be for any fractional share.

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(b) Continuous Relationship with the Company Required. Except as otherwise provided in this Section 3, this option may not be exercised unless at the time of exercise the Participant is, and has been at all times since the date above on which the option was granted, an employee, officer or director of, or consultant or advisor to, the Company or any parent or subsidiary of the Company as defined in Section 424(e) or (f) of the Code (an "Eligible Participant"). If the Participant is employed by a parent or subsidiary of the Company, any references in this Agreement to employment by or with the Company or termination of employment by or with the Company are instead deemed to refer to such parent or subsidiary.

(c) Termination of Relationship with the Company. If the Participant ceases to be an Eligible Participant for any reason, except as provided in paragraphs (d) and (e) below, then the right to exercise this option terminates three months after such cessation (but in no event after the Expiration Date). This option is exercisable only to the extent that the Participant was entitled to exercise this option on the date of such cessation. However, if the Participant violates the non-competition or confidentiality provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company a parent or subsidiary of the Company, then the right to exercise this option terminates immediately upon such violation.

(d) Exercise Period Upon Death or Disability. If the Participant dies or becomes disabled (within the meaning of Section 22(e)(3) of the Code) while he or she is an Eligible Participant and the Company has not terminated such relationship for Cause (as defined in Section 8 below), then the Participant (or in the case of death an authorized transferee) may exercise this option until the earlier of one year after (A) the date of the Participant's death or disability and (B) the Expiration Date, except that this option is exercisable only to the extent that it was exercisable by the Participant on the date of his or her death or disability.

(e) Discharge for Cause. If the Company discharges the Participant for Cause (as defined in Section 12 below), then the right to exercise this option immediately terminates upon the effective date of such discharge.

4. Withholding. The Company has no obligation to issue Shares pursuant to the exercise of this option until the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any withholding taxes required by applicable law to be withheld in respect of this option, including, as applicable and without limitation, federal, state, local, foreign and provincial income tax, social insurance contributions, payroll tax, payment on account or other tax-related items. The Participant acknowledges that the ultimate liability for all taxes relating to this award is and remains the Participant's responsibility and may exceed the amount that the Company withholds. Furthermore, if the Participant is subject to tax in more than one jurisdiction, the Participant acknowledges that the Company may be required to withhold or account for withholding taxes in more than one jurisdiction.

5. Nontransferability of Option. The Participant shall not sell, assign, transfer, pledge or otherwise encumber this option, either voluntarily or by operation of law, except (a) by will or the laws of descent and distribution, (b) pursuant to a qualified domestic relations order, or (c) if the Company consents, to or for the benefit of any immediate family member, family trust, family partnership or family limited liability company established solely for the benefit of the holder and/or an immediate family member of the holder. However, the Participant shall not transfer this option to any proposed transferee if, with respect to such proposed transferee, the Company would not be eligible to use a Form S-8 for the registration of the issuance and sale of the Shares subject to this option under the United States Securities Act of 1933, as amended. Unless this option is transferred in accordance with Sections 5(b) or (c) above, only the Participant may exercise this option during his or her lifetime.

6. No Right to Employment or Other Status. This option shall not be construed as giving the Participant the right to continued employment or any other relationship with the Company or a parent or subsidiary of the Company. The Company and any parent or subsidiary of the Company expressly reserves the right to dismiss or otherwise terminate its relationship with the Participant free from any liability or claim under the Plan or this option, except as expressly provided in this option.

7. No Rights as Shareholder. The Participant has no rights as a shareholder with respect to any Shares issuable under this option until such Shares are issued to the Participant.

8. Provisions of the Plan. This option is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this agreement.

9. Nature of the Grant. By accepting this Agreement, the Participant acknowledges as follows:

(a) The Plan is established voluntarily by the Company, is discretionary in nature and cannot be regarded as a contractual employment condition, benefit or other right in any way whatsoever. Thus, the Company may modify, amend, suspend or terminate the Plan at the Company's sole discretion at any time, unless otherwise provided in the Plan or this Agreement. The Participant's participation in the Plan is voluntary.

(b) The grant of this option is voluntary and occasional and does not create any contractual or other right to receive future awards of options or benefits in lieu of options even if options have been awarded repeatedly in the past. All decisions with respect to future grants of options, if any, are at the Company's sole discretion.

(c) This option is an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company or to the Participant's employer, and the option is outside the scope of the Participant's employment contract, if any.

(d) This option is not part of normal or expected compensation or salary for any purpose, including but not limited to the calculation of any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments, and in no event should be considered as compensation for, or relating in any way to, past services for the Company or the Participant's employer.

(e) The future value of the Shares underlying this option is unknown and cannot be predicted with certainty. If the Participant receives Shares upon exercise of this option, the value of such Shares may increase or decrease in value.

(f) In consideration of the grant of this option, no claim or entitlement to compensation or damages arises from termination of the option, diminution in value of the Shares or termination of the Participant's employment by the Company or the Participant's employer for any reason whatsoever and whether or not in breach of local labor laws. The Participant irrevocably releases the Company and his or her employer from any such claim that may arise. If, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by accepting this Agreement, the Participant is deemed irrevocably to have waived his or her entitlement to pursue such claim.

(g) Further, if the Participant ceases to be an employee for any reason whatsoever and whether or not in breach of local labor laws, the Participant's right to exercise this option, if any, terminates as set forth in this Agreement and will not be extended by any notice period mandated under local law. The Company has the exclusive discretion to determine when the Participant is no longer actively employed for purposes of this Agreement and the Plan.

10. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on this option and on any Shares acquired under the Plan to the extent the Company determines it is necessary or advisable in order to comply with federal, state, local, foreign or provincial laws or to facilitate the administration of the Plan, except that with respect to awards that are subject to Section 409A of the Code, to the extent so permitted under Section 409A. Furthermore, the parties hereto agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement and the Plan.

11. Data Privacy Notice and Consent. The Participant understands that the Company and its subsidiaries hold certain personal information about the Participant, including the Participant's name, home address and telephone number, date of birth, social security number or identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all equity awards or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor, for the purpose of managing and administering the Plan ("Data"). The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her Data by the Company and its subsidiaries and affiliates and understands and agrees that the Company and/or its subsidiaries will transfer Data amongst themselves as necessary for employment purposes, including implementation, administration and management of the Participant's participation in the Plan, and that the Company and/or any of its subsidiaries may each further transfer Data to E\*Trade Financial Services, Inc. or another stock plan service provider or other third parties assisting the Company with processing of Data. The Participant understands that these recipients may be located in the United States, and that the recipient's country may have different data privacy laws and protections than in the Participant's country. The Participant authorizes them to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes described in this section, including any requisite transfer to E\*Trade Financial Services, Inc. or such other stock plan service provider or other third party as may be required for the administration of the Plan and/or the subsequent holding of Shares on the Participant's behalf. The Participant understands that he or she may, at any time, request access to the Data, request any necessary amendments to it or refuse or withdraw the consents in this Section, in any case without cost, by contacting in writing his or her local human resources representative. The Participant understands, however, that withdrawal of consent may affect the Participant's ability participate in or realize benefits from the Plan. For more information on the consequences of refusal to consent or withdrawal of consent, the Participant understands that he or she may contact his or her local human resources representative.

12. Change in Control Events.

(a) Upon the occurrence of a Change in Control Event (as defined below), regardless of whether such event also constitutes a Reorganization Event (as defined in the Plan), except to the extent specifically otherwise provided in another agreement between the Company and the Participant, this option becomes vested and exercisable with respect to one half of the number of shares subject to the unvested portion of this option if, on or before the first anniversary of the date of the consummation of the Change in Control Event, the Participant's employment with the Company or the acquiring or succeeding corporation is terminated for Good Reason (as defined below) by the Participant or is terminated without Cause (as defined below) by the Company or the acquiring or succeeding corporation.

(b) For purposes of this Agreement, "Change in Control Event" means:

- (i) the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the United States Securities Exchange Act of 1934) (a "Person") of beneficial ownership of any capital shares or equity of the Company if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 promulgated under such Securities Exchange Act) 50% or more of either (x) the then-

outstanding ordinary shares of the Company (the "Outstanding Company Ordinary Shares") or (y) the combined voting power of the then-outstanding securities of the Company entitled to vote generally in the election of the members of the Supervisory Board (the "Outstanding Company Voting Securities"), except that for purposes of this subsection (i), the following acquisitions do not constitute a Change in Control Event: (A) any acquisition directly from the Company (excluding an acquisition pursuant to the exercise, conversion or exchange of any security exercisable for, convertible into or exchangeable for ordinary shares or voting securities of the Company, unless the Person exercising, converting or exchanging such security acquired such security directly from the Company or an underwriter or agent of the Company), (B) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or (C) any acquisition by any corporation pursuant to a Business Combination (as defined below) that complies with clauses (x) and (y) of subsection (ii) of this definition; or

(ii) the consummation of a merger, consolidation, reorganization, recapitalization or share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company (a "Business Combination"), unless, immediately after such Business Combination, each of the following two conditions is satisfied: (x) all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Ordinary Shares and Outstanding Company Voting Securities immediately before such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding ordinary shares and the combined voting power of the then-outstanding securities entitled to vote generally in the election of the members of the Supervisory Board or the members of the Board of Directors, as the case may be, of the resulting or acquiring corporation in such Business Combination (which includes, without limitation, a corporation that as a result of such transaction owns the Company or substantially all of the Company's assets either directly or through one or more subsidiaries) (such resulting or acquiring corporation is referred to as the "Acquiring Corporation") in substantially the same proportions as their ownership of the Outstanding Company Ordinary Shares and Outstanding Company Voting Securities immediately before such Business Combination and (y) no Person (excluding the Acquiring Corporation or any employee benefit plan or related trust maintained or sponsored by the Company or by the Acquiring Corporation) beneficially owns, directly or indirectly, 30% or more of the then-outstanding ordinary shares of the Acquiring Corporation, or of the combined voting power of the then-outstanding securities of such corporation entitled to vote generally in the election of the members of the Supervisory Board or the members of the Board of Directors, as the case may be (except to the extent that such ownership existed before the Business Combination).

(c) For purposes of this Agreement, "Cause" means any (i) willful failure by the Participant to perform his material responsibilities to the Company, which failure is not cured within 30 days of written notice to the Participant from the Company, or (ii) willful misconduct by the Participant that affects the business reputation of the Company. The Participant is considered to have been discharged for "Cause" if the Company determines, within 30 days after the Participant's termination, that discharge for Cause was warranted.

(d) For purposes of this Agreement, "Good Reason" means (A) any significant diminution in the Participant's duties, authority or responsibilities from and after the Change in Control Event, (B) any material reduction in base compensation payable to the Participant from and after the Change in Control Event, [or (C) the relocation of the place of business at which the Participant is principally located to a location that is greater than 50 miles from the current site without the Participant's consent. However, no



such event or condition constitutes Good Reason unless (x) the Participant gives the Company a written notice of termination for Good Reason not more than 90 days after the initial existence of the condition, (y) the grounds for termination (if susceptible to correction) are not corrected by the Company within 30 days of its receipt of such notice and (z) Participant's termination of employment occurs within six months after the Company's receipt of such notice.

13. Language. If the Participant receives this Agreement or any other document related to the Plan translated into a language other than English, the English version controls.

14. Electronic Delivery. The Company may, in its sole discretion, deliver any documents related to current or future participation in the Plan by electronic means. The Participant consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

16. Addendum. This option and the Shares acquired under the Plan are subject to any country-specific terms and conditions set forth in any addendum to this Agreement or the Plan, and in the event of a conflict between this Agreement and any such addendum, the addendum governs. If the Participant relocates his or her residence to one of the countries included in any such addendum, the terms and conditions of such applicable addendum apply to the Participant to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. Each such addendum, if any, constitutes part of this Agreement.

#### PARTICIPANT'S ACCEPTANCE

By signing or electronically accepting this Agreement, the Participant agrees to the terms and conditions hereof. The Participant hereby acknowledges receipt of a copy of the Vistaprint N.V. 2011 Equity Incentive Plan.

[Form of]

**Vistaprint N.V.**

*Award Agreement For Fiscal Year 2012  
under the*

*Vistaprint N.V. Performance Incentive Plan For Covered Employees*

**Participant:** \_\_\_\_\_

Vistaprint N.V. (the "Company") hereby agrees to award to the participant named above (the "Participant") on the date set forth below (the "Vesting Date") a cash amount determined pursuant to the formula set forth below (the "Cash Payment Amount").

By your acceptance of this Award Agreement, you agree that the Cash Payment Amount will be awarded under and governed by the terms and conditions of the Vistaprint N.V. Performance Incentive Plan for Covered Employees, as amended from time to time (the "Plan"), and by the terms and conditions of the Vistaprint N.V. Performance Incentive Award Agreement — Terms and Conditions ("Terms and Conditions"), which is attached hereto (this Award Agreement and the Terms and Conditions are together referred to as the "Agreement"). If the conditions described in this Agreement are satisfied, the Company will pay the Cash Payment Amount under the Plan on the applicable Payment Date (as defined in the Terms and Conditions).

For purposes of this Agreement, the performance period lasts for one fiscal year of the Company (the "Performance Period") and ends on the Vesting Date set forth below. Except as otherwise provided in the Plan and the Terms and Conditions, the Compensation Committee of the Supervisory Board of the Company (the "Compensation Committee") must certify in writing that the performance criteria set forth below have been satisfied for the Performance Period.

*Base Amount, EPS Target and Revenue Target*

As more fully described below and in the Terms and Conditions, the Cash Payment Amount paid on the Payment Date shall be determined based on the base amount indicated below (the "Base Amount") and the extent to which the Company achieves the earnings per share target ("EPS Target") and revenue target ("Revenue Target") indicated below.

**Base Amount for the Performance Period:** \$ \_\_\_\_\_

**Targets:**

<u>Vesting Date</u>	<u>EPS Target</u>	<u>Revenue Target</u>
<b>June 30, 2012</b>		

*Calculation of Cash Payment Amount*

**Payout Percentage** =  $(0.5 \times \text{Revenue Target Percentage}^{0.5} + 0.5 \times \text{EPS Target Percentage}^{0.5})^{19.2}$

The Cash Payment Amount for the Performance Period equals the Base Amount set forth above multiplied by the Payout Percentage (as defined below).

- If achievement of either the EPS Target or Revenue Target is less than 90% of such Target for the Performance Period, then the Payout Percentage is deemed to equal 0% and no Cash Payment Amount shall be paid.
- If achievement of both of the EPS Target and Revenue Target is greater than 90%, the Payout Percentage is determined based on the formula set forth above, where:
  - "Revenue Target Percentage" equals the percentage obtained by dividing
    - (i) the "Constant Currency Revenue", defined below, achieved by the Company during the Performance Period, by
    - (ii) the Revenue Target.
  - Constant Currency Revenue is calculated by adjusting the revenue achieved in accordance with United States generally accepted accounting principles ("US GAAP") to use the currency exchange rates set forth in the Company's budget for the Performance Period, so long as the Company's Supervisory Board approves such budget before the 90th day of the Performance Period. If the Supervisory Board fails to approve the budget for the Performance Period before the 90th day, then the Company shall use the currency exchange rates set forth in the Company's budget for the fiscal year immediately preceding the Performance Period. In each case, the Compensation Committee must certify the adjusted revenue so calculated.
- "EPS Target Percentage" equals the percentage obtained by dividing
  - (i) the earnings per share determined in accordance with US GAAP achieved by the Company during the Performance Period, adjusted as set forth in Section 2(b) of the Terms and Conditions, if applicable, by
  - (ii) the EPS Target.
- For avoidance of doubt, EPS calculations are inclusive (net of) the expense associated with any and all employee compensation or bonus plans, including those made pursuant to the Plan.
- Notwithstanding anything herein to the contrary, in no event shall the Payout Percentage exceed 250%.

Example (the following is an example only and does not reflect actual targets or awards)

The following chart sets forth example Payout Percentages that would result from the formula set forth above based on various combinations of Revenue Target Percentages and EPS Target Percentages. The table shows only a subset of possible combinations; actual target percentages are to be calculated directly using the methodology described above.

		Revenue Target Percentage							
		90%	95%	100%	105%	110%	115%	120%	
90%		36%	47%	61%	77%	98%	122%	152%	
95%		47%	61%	78%	99%	125%	156%	194%	
EPS Target Percentage	100 %	61 %	78 %	100 %	127 %	159 %	198 %	245 %	
	105%	77%	99%	127%	160%	200%	248%	250%	
	110%	98%	125%	159%	200%	250%	250%	250%	
	115%	122%	156%	198%	248%	250%	250%	250%	
	120%	152%	194%	245%	250%	250%	250%	250%	

For example, if for the Performance Period ending June 30, 2012 the Base Amount, EPS Target and Revenue Target were as follows:

Example Base Amount	Example EPS Target	Example Revenue Target
<b>\$50,000</b>	<b>\$2.00</b>	<b>\$50,000,000</b>

and the Company's adjusted earnings per share as certified by the Compensation Committee for such Performance Period were \$2.10 and the Company's adjusted revenue as certified by the Compensation Committee for such Performance Period were \$45,000,000, then the Payout Percentage would be 77% and the Cash Payout Amount would be \$38,500, determined as follows: "EPS Target Percentage" is equal to 105% (the amount obtained by dividing the \$2.10 adjusted earnings per share as certified by the Compensation Committee by the \$2.00 EPS Target) and "Revenue Target Percentage" is equal to 90% (the amount obtained by dividing the \$45,000,000 adjusted revenue as certified by the Compensation Committee by the \$50,000,000 Revenue Target), resulting in the following calculations:

**Payout Percentage** =  $(0.5 \times 90\%^{0.5} + 0.5 \times 105\%^{0.5})^{19.2}$   
**Payout Percentage** = 77%  
**Cash Payment Amount** = Base Amount  $\times$  Payout Percentage  
**Cash Payment Amount** = \$50,000  $\times$  77%  
**Cash Payment Amount** = \$38,500

Accepted and Agreed: Vistaprint N.V.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

**Vistaprint N.V.**  
**Award Agreement For Fiscal Year 2012**  
**under the**  
**Vistaprint N.V. Performance Incentive Plan For Covered Employees**

**Terms and Conditions**

**1. Award.** If all the conditions set forth in this Agreement are satisfied, on the Payment Date (as defined below), the Company will make a Cash Payment Amount under the Plan to the Participant named in the accompanying Award Agreement. Except as provided in Section 3 below or Articles VI and XI of the Plan, (i) the Company shall make no Cash Payment Amount until the Payment Date, and (ii) the Participant has no rights to any Cash Payment Amount until the Vesting Date. Except where the context otherwise requires, the term "the Company" includes any Related Company. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Award Agreement or the Plan.

**2. Conditions for the Award.** Except as provided in Section 3 below or Articles VI and XI of the Plan, a Cash Payment Amount shall be paid only if all of the following conditions are satisfied:

(a) The Participant is, and has continuously been, an employee of the Company beginning with the date of this Agreement and continuing through the Vesting Date.

(b) The performance criteria set forth in the accompanying Award Agreement are satisfied during the Performance Period. The Compensation Committee must determine and certify in writing at the end of the Performance Period the extent, if any, to which the performance criteria have been achieved. In making its determination, the Compensation Committee shall adjust the performance criteria proportionately to take into account:

(1) Reductions in earnings per share, as compared to the EPS Targets set forth in the Award Agreement for the applicable Performance Period, that the Compensation Committee reasonably determines have resulted from dilutive acquisitions of businesses or assets by the Company and/or any of its subsidiaries (the "Consolidated Company") that are completed during or before the Performance Period but after the date on which the Compensation Committee determines the EPS Targets set forth in the Award Agreement (the "Eligible Period") (each, an "M&A Transaction"), provided that the exclusion for each applicable year during the Performance Period shall not exceed the lesser of (i) the total expense from the amortization of intangibles for such year in connection with such M&A transaction, and (ii) such amount that will cause the M&A Transaction to be EPS-neutral for such year after giving effect to such exclusion (in both cases when measured against the plan originally established by the company at the time of the transaction).

(2) Any effect of the Company's changing the basis of its financial statements filed with the US Securities and Exchange Commission (the "SEC") resulting from either (1) a change from US GAAP to International Financial Reporting Standards or another accounting standard permitted by the SEC for use by registered companies or (2) a change to existing US GAAP required to be made in the Performance Period but not contemplated in determining the EPS Targets (collectively the "New Accounting Standard"). If the EPS Targets are determined in accordance with US GAAP and the Company elects or is required to report its financial results to the SEC in accordance with the New Accounting Standard for a Performance Period, then the Compensation Committee shall reconcile the financial results prepared in accordance with the New Accounting Standard for filing with the SEC to the results that would have been reported for such Performance Period in accordance with US GAAP used for the EPS targets and determine the extent, if any, to which the performance criteria have been achieved by comparing the EPS Targets set forth in the Award Agreement for the applicable Performance Period to the reconciled US GAAP results for such Performance Period.

(c) The Cash Payment Amount shall be paid only in the amount determined pursuant to the formula provided under the heading "Calculation of Cash Payment Amount" in the Award Agreement. If achievement of either the EPS Target or Revenue Target is below 90% for the Performance Period, no Cash Payment Amount shall be paid for such period.

(d) Notwithstanding the foregoing, the Compensation Committee may reduce the Cash Payment Amount, including to \$0, if the Compensation Committee believes, in its sole discretion, that such a reduction is necessary or appropriate.

### **3. Employment Events Affecting Payment of Award.**

(a) If the Participant dies or becomes disabled (within the meaning of Section 22(e)(3) of the Code) before the end of the Performance Period, then the Participant or his estate is nevertheless eligible to receive on the Payment Date the pro rata share of the Cash Payment Amount based on the number of months of participation during any portion of the Performance Period in which the death or disability occurs.

(b) If the Participant is terminated other than by reason of death or disability, then except to the extent specifically provided to the contrary in any other agreement between the Participant and the Company, the Company shall pay no Cash Payment Amount, and this Agreement is of no further force or effect unless the performance criteria set forth in the accompanying Award Agreement are satisfied and the Compensation Committee determines, in its sole discretion, that the Cash Payment Amount is merited.

(c) If, at any time after the Vesting Date but before the Payment Date, (i) the Participant's relationship with the Company is terminated by the Company for Cause (as defined below) or (ii) the Participant's conduct after termination of the employment relationship violates the terms of any non-competition, non-solicitation or confidentiality provision contained in any employment, consulting, advisory, proprietary information, non-competition, non-solicitation or other similar agreement between the Participant and the Company, then, without limiting any other remedy available to the Company, all right, title and interest in and to the Cash Payment Amount are forfeited and revert to the Company as of the date of such determination and the Company is entitled to recover from the Participant the Cash Payment Amount.

(d) "Cause," as determined by the Company (which determination shall be conclusive), means:

(1) the Participant's willful and continued failure to substantially perform his or her reasonable assigned duties (other than any such failure resulting from incapacity due to physical or mental illness or, if applicable, any failure after the Participant gives notice of termination for Good Reason, as defined in an agreement between the Participant and the Company), which failure is not cured within 30 days after a written demand for substantial performance is received by the Participant from the Supervisory Board which specifically identifies the manner in which the Board believes the Participant has not substantially performed the Participant's duties; or

(2) the Participant's willful engagement in illegal conduct or gross misconduct that is materially and demonstrably injurious to the Company.

For purposes of this Section 3(d), no act or failure to act by the Participant is considered "willful" unless it is done, or omitted to be done, in bad faith and without reasonable belief that the Participant's action or omission was in the best interests of the Company.

**4. Change in Control.** Upon a Change in Control, except to the extent specifically provided to the contrary in any other agreement between the Participant and the Company, the performance criteria set forth in the accompanying Award Agreement for the EPS Target and Revenue Target are deemed satisfied for the Performance Period in which the Change in Control occurs, and in lieu of the amounts to be determined pursuant to the formula under the heading "Calculation of Cash Payment Amount" in the Award Agreement, the Participant is entitled to receive instead a Cash Payment Amount equal to 100% of the Base Amount, pro-rated through the date of the Change in Control, for the Performance Period in which the Change in Control occurs, which amount shall be

payable as soon as practicable following the Change in Control, but no later than two and one-half months following the Change in Control.

**5. No Special Employment or Similar Rights.** Nothing contained in the Plan or this Agreement shall be construed or deemed by any person under any circumstances to bind the Company to continue the employment or other relationship of the Participant with the Company. The Company expressly reserves the right at any time to dismiss or otherwise terminate its relationship with the Participant free from any liability or claim under the Plan or this Agreement.

**6. Withholding Taxes.** The Company's obligation to pay the Cash Payment Amount is subject to the Participant's satisfaction of all applicable income, employment, social charge and other tax withholding requirements under all applicable rules and regulations.

**7. Transferability.** The Participant may not sell, assign, transfer, pledge, hypothecate or otherwise dispose of this Agreement (whether by operation of law or otherwise) (collectively, a "transfer"), except that this Agreement may be transferred (i) by the laws of descent and distribution, (ii) pursuant to a qualified domestic relations order, or (iii) with the prior consent of the Compensation Committee, to or for the benefit of any immediate family member, family trust, family partnership or family limited liability company established solely for the benefit of the Participant and/or an immediate family member of the Participant.

**8. Miscellaneous.**

(a) Except as provided herein, this Agreement may not be amended or otherwise modified unless evidenced in writing and signed by the Company and the Participant, unless the Compensation Committee determines that the amendment or modification, taking into account any related action, would not materially and adversely affect the Participant.

(b) All notices under this Agreement shall be mailed or delivered by hand to the Company at its main office, Attn: Secretary, and to the Participant at his or her last known address on the employment records of the Company or at such other address as may be designated in writing by either of the parties to one another.

(c) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA.



[Form of]

**Vistaprint N.V.**

*Award Agreement for Fiscal Years 2012 to 2015*  
*under the*

*Vistaprint N.V. Performance Incentive Plan For Covered Employees*

**Participant:** \_\_\_\_\_

Vistaprint N.V. (the "Company") hereby agrees to award to the participant named above (the "Participant") on each of the dates set forth below (the "Vesting Dates") a cash amount determined pursuant to the formula set forth below (the "Cash Payment Amount").

By your acceptance of this Award Agreement, you agree that any Cash Payment Amounts will be awarded under and governed by the terms and conditions of the Vistaprint N.V. Performance Incentive Plan For Covered Employees, as amended from time to time (the "Plan"), and by the terms and conditions of the Vistaprint N.V. Performance Incentive Award Agreement — Terms and Conditions ("Terms and Conditions"), which is attached hereto (this Award Agreement and the Terms and Conditions are together referred to as the "Agreement"). If the conditions described in this Agreement are satisfied, the Company will pay the applicable Cash Payment Amounts under the Plan on the applicable Payment Date (as defined in the Terms and Conditions).

For purposes of this Agreement, there are four performance periods, each of which lasts for one fiscal year of the Company (the "Performance Periods") and each of which ends on a Vesting Date. Except as otherwise provided in the Plan and the Terms and Conditions, for each Performance Period, the Compensation Committee of the Supervisory Board of the Company (the "Compensation Committee") must certify in writing that the performance criteria set forth below have been satisfied.

*Base Amount and EPS Targets*

As more fully described in the Terms and Conditions, the Cash Payment Amount paid on the applicable Payment Date is determined based on the base amount indicated below (the "Base Amount") and the extent to which the Company achieves the earnings per share targets ("EPS Targets") indicated below. The EPS achieved by the Company during a given Performance Period is determined in accordance with US generally accepted accounting principles ("US GAAP"), adjusted as set forth in Section 2(b) of the Terms and Conditions, if applicable. For avoidance of doubt, EPS calculations are inclusive (net of) the expense associated with any and all employee compensation or bonus plans, including those made pursuant to the Plan.

Base Amount Per Performance Period: \$ \_\_\_\_\_

**EPS Targets:**

	Performance Periods ending on the following Vesting Dates			
	June 30, 2012	June 30, 2013	June 30, 2014	June 30, 2015
EPS Low Target				
EPS Medium Target				
EPS Upper Target				

*Calculation of Cash Payment Amount*

**Payout Threshold Percentages:**

	Performance Periods ending on the following Vesting Dates			
	June 30, 2012	June 30, 2013	June 30, 2014	June 30, 2015
EPS Low Target	50%	50%	50%	50%
EPS Medium Target	100%	100%	100%	100%
EPS Upper Target	130%	160%	200%	250%

The Cash Payment Amount for any Performance Period equals the Base Amount set forth above multiplied by the Applicable Percentage (as defined below).

- If the EPS Low Target is not achieved for the applicable Performance Period, then the Applicable Percentage is deemed to equal 0% and no Cash Payment Amount shall be paid.
- If the EPS Upper Target is achieved or exceeded for the applicable Performance Period, then the Applicable Percentage is equal to the highest Payout Threshold Percentage set forth above (for the applicable Vesting Date).
- If the Company's earnings per share are greater than or equal to the EPS Low Target, but less than the EPS Upper Target, the Applicable Percentage is equal to
  - i. the Payout Threshold Percentage for the highest EPS Target achieved with respect to the applicable Performance Period, plus
  - ii. a number calculated as follows: (A) a percentage equal to a fraction, the numerator of which equals the amount by which earnings per share exceeded such applicable EPS Target and the denominator of which equals the difference between the next highest EPS Target that was not achieved and the highest EPS Target achieved, multiplied by (B) the difference between the Payout Threshold Percentage for the next highest EPS Target that was not achieved and the Payout Threshold Percentage for the highest EPS Target achieved.

Example (the following is an example only and does not reflect actual targets or awards)

For example, if for the Performance Period ending June 30, 2015 the Base Amount were \$50,000 and the EPS Targets were as follows:

Example EPS Low Target	Example EPS Medium Target	Example EPS Upper Target
<b>\$1.64</b>	<b>\$2.96</b>	<b>\$3.65</b>

and the earnings per share as certified by the Compensation Committee for such Performance Period were \$3.00, then the Applicable Percentage would be equal to 108.69%, calculated as follows:

- (i) the Payout Threshold Percentage for the EPS Medium Target (the highest EPS Target achieved), or 100%, plus
- (ii) 8.69%, calculated as follows: (A) a percentage equal to \$0.04 (the amount by which the \$3.00 earnings per share achieved exceeded the \$2.96 EPS Medium Target) divided by \$0.69 (the difference between the \$3.65 EPS Upper Target (the next highest EPS Target that was not achieved) and the \$2.96 EPS Medium Target (the highest EPS Target achieved), or 5.79%, multiplied by (B) the difference between the Payout Threshold Percentage for the EPS Upper Target (the next highest EPS Target that was not achieved) and the Payout Threshold Percentage for the EPS Medium Target (the highest EPS Target achieved), or 150%.

The Cash Payment Amount for the applicable Performance Period would equal \$50,000 (the Base Amount) multiplied by 108.69% (the Applicable Percentage) or \$54,345.

Accepted and Agreed: Vistaprint N.V.

By: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title \_\_\_\_\_

**Vistaprint N.V.**

**Award Agreement for Fiscal Years 2012 to 2015  
under the**

**Vistaprint N.V. Performance Incentive Plan For Covered Employees**

**Terms and Conditions**

**1. Award.** If all the conditions set forth in this Agreement are satisfied, on the applicable Payment Date (as defined below), the Company will make a Cash Payment Amount under the Plan to the Participant named in the accompanying Award Agreement. Except as provided in Section 3 below or Articles VI and XI of the Plan, (i) the Company shall make no Cash Payment Amount until the applicable Payment Date, and (ii) the Participant has no rights to any Cash Payment Amount until the Vesting Date. Except where the context otherwise requires, the term "the Company" includes any Related Company. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Award Agreement or the Plan.

**2. Conditions for the Award.** Except as provided in Section 3 below or Articles VI and XI of the Plan, a Cash Payment Amount shall be paid only if all of the following conditions are satisfied:

(a) The Participant is, and has continuously been, an employee of the Company beginning with the date of this Agreement and continuing through the Vesting Date.

(b) The performance criteria set forth in the accompanying Award Agreement are satisfied during the Performance Period. The Compensation Committee must determine and certify in writing at the end of the Performance Period the extent, if any, to which the performance criteria have been achieved. In making its determination, the Compensation Committee shall adjust the performance criteria proportionately to take into account:

(1) Reductions in earnings per share, as compared to the EPS Targets set forth in the Award Agreement for the applicable Performance Period, that the Compensation Committee reasonably determines have resulted from dilutive acquisitions of businesses or assets by the Company and/or any of its subsidiaries (the "Consolidated Company") that are completed during or before the Performance Period but after the date on which the Compensation Committee determines the EPS Targets set forth in the Award Agreement (the "Eligible Period") (each, an "M&A Transaction"), provided that the exclusion for each applicable year during the Performance Period shall not exceed the lesser of (i) the total expense from the amortization of intangibles for such year in connection with such M&A transaction, and (ii) such amount that will cause the M&A Transaction to be EPS-neutral for such year after giving effect to such exclusion (in both cases when measured against the plan originally established by the company at the time of the transaction).

(2) Any effect of the Company's changing the basis of its financial statements filed with the US Securities and Exchange Commission (the "SEC") resulting from either (1) a change from US GAAP to International Financial Reporting Standards or another accounting standard permitted by the SEC for use by registered companies or (2) a change to existing US GAAP required to be made in the Performance Period but not contemplated in determining the EPS Targets (collectively the "New Accounting Standard"). If the EPS Targets are determined in accordance with US GAAP and the Company elects or is required to report its financial results to the SEC in accordance with the New Accounting Standard for a Performance Period, then the Compensation Committee shall reconcile the financial results prepared in accordance with the New Accounting Standard for filing with the SEC to the results that would have been reported for such Performance Period in accordance with US GAAP used for the EPS targets and determine the extent, if any, to which the performance criteria have been achieved by comparing the EPS Targets set forth in the Award Agreement for the applicable Performance Period to the reconciled US GAAP results for such Performance Period.

(c) Cash Payment Amounts shall be paid only in the amounts determined pursuant to the formula provided under the heading "Calculation of Cash Payment Amount" in the Award Agreement. If the applicable EPS Low Target is not achieved during the applicable Performance Period, no Cash Payment Amount shall be paid for such period.

(d) Notwithstanding the foregoing, the Compensation Committee may reduce any Cash Payment Amount, including to \$0, if the Compensation Committee believes, in its sole discretion, that such a reduction is necessary or appropriate.

### **3. Employment Events Affecting Payment of Award.**

(a) If the Participant dies or becomes disabled (within the meaning of Section 22(e)(3) of the Code) before the end of any Performance Period, then the Participant or his estate is nevertheless eligible to receive on the Payment Date the pro rata share of the Cash Payment Amount based on the number of months of participation during any portion of the Performance Period in which the death or disability occurs.

(b) If the Participant is terminated other than by reason of death or disability at any time prior to the Vesting Date, then except to the extent specifically provided to the contrary in any other agreement between the Participant and the Company, the Company shall pay no Cash Payment Amount, and this Agreement is of no further force or effect unless the performance criteria set forth in the accompanying Award Agreement are satisfied and the Compensation Committee determines, in its sole discretion, that the Cash Payment Amount is merited.

(c) If, at any time after the Vesting Date but before the Payment Date, (i) the Participant's relationship with the Company is terminated by the Company for Cause (as defined below) or (ii) the Participant's conduct after termination of the employment relationship violates the terms of any non-competition, non-solicitation or confidentiality provision contained in any employment, consulting, advisory, proprietary information, non-competition, non-solicitation or other similar agreement between the Participant and the Company, then, without limiting any other remedy available to the Company, all right, title and interest in and to the Cash Payment Amount are forfeited and revert to the Company as of the date of such determination and the Company is entitled to recover from the Participant the Cash Payment Amount.

(d) "Cause," as determined by the Company (which determination shall be conclusive), means:

(1) the Participant's willful and continued failure to substantially perform his or her reasonable assigned duties (other than any such failure resulting from incapacity due to physical or mental illness or, if applicable, any failure after the Participant gives notice of termination for Good Reason, as defined in an agreement between the Participant and the Company), which failure is not cured within 30 days after a written demand for substantial performance is received by the Participant from the Supervisory Board which specifically identifies the manner in which the Board believes the Participant has not substantially performed the Participant's duties; or

(2) the Participant's willful engagement in illegal conduct or gross misconduct that is materially and demonstrably injurious to the Company.

For purposes of this Section 3(d), no act or failure to act by the Participant is considered "willful" unless it is done, or omitted to be done, in bad faith and without reasonable belief that the Participant's action or omission was in the best interests of the Company.

**4. Change in Control.** Upon a Change in Control, except to the extent specifically provided to the contrary in any other agreement between the Participant and the Company, the performance criteria set forth in the accompanying Award Agreement for each EPS Medium Target are deemed satisfied for the Performance Period in which the Change in Control occurs and for each subsequent Performance Period that is a part of this Award. In lieu of amounts to be determined pursuant to the formula under the heading "Calculation of Cash Payment Amount" in the Award Agreement for each such subsequent Performance Period, the Participant is entitled to receive instead a Cash Payment Amount equal to the Base Amount multiplied by the Applicable Percentage for the EPS Medium Target for each applicable subsequent Performance Period, which amount shall be payable as soon

as practicable following the Change in Control, but no later than two and one-half months following the Change in Control.

**5. No Special Employment or Similar Rights.** Nothing contained in the Plan or this Agreement shall be construed or deemed by any person under any circumstances to bind the Company to continue the employment or other relationship of the Participant with the Company. The Company expressly reserves the right at any time to dismiss or otherwise terminate its relationship with the Participant free from any liability or claim under the Plan or this Agreement.

**6. Withholding Taxes.** The Company's obligation to pay the Cash Payment Amount is subject to the Participant's satisfaction of all applicable income, employment, social charge and other tax withholding requirements under all applicable laws and regulations.

**7. Transferability.** The Participant may not sell, assign, transfer, pledge, hypothecate or otherwise disposed of this Agreement (whether by operation of law or otherwise) (collectively, a "transfer"), except that this Agreement may be transferred (i) by the laws of descent and distribution, (ii) pursuant to a qualified domestic relations order, or (iii) with the prior consent of the Compensation Committee, to or for the benefit of any immediate family member, family trust, family partnership or family limited liability company established solely for the benefit of the Participant and/or an immediate family member of the Participant.

**8. Miscellaneous.**

(a) Except as provided herein, this Agreement may not be amended or otherwise modified unless evidenced in writing and signed by the Company and the Participant, unless the Compensation Committee determines that the amendment or modification, taking into account any related action, would not materially and adversely affect the Participant.

(b) All notices under this Agreement shall be mailed or delivered by hand to the Company at its main office, Attn: Secretary, and to the Participant at his or her last known address on the employment records of the Company or at such other address as may be designated in writing by either of the parties to one another.

(c) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA.

**AMENDMENT NO. 2 TO  
EMPLOYMENT AGREEMENT**

This Amendment No. 2 to Employment Agreement is entered into this September 28, 2011 by Vistaprint USA, Incorporated (the "Company") and Robert S. Keane (the "Employee"). The Company and the Employee previously entered into an Employment Agreement dated September 1, 2009, as amended (the "Agreement"), and now wish to amend the Agreement further to reflect the Employee's compensation for the Company's 2012 fiscal year.

The parties agree as follows:

1. Compensation and Benefits.

1.1 Salary. The Company shall pay the Employee, in accordance with the Company's regular payroll practices, an annualized base salary of \$128,768 (approximate, based on the 30-day trailing average currency exchange rate in effect at May 5, 2011) for the one-year period commencing on July 1, 2011.

1.2 FY 2012 Incentive Compensation. The Employee is entitled to receive the bonuses, incentive awards and equity compensation awards for the Company's fiscal year 2012 described on Schedule A.

1.3 Withholding. All salary, bonus and other compensation payable to the Employee is subject to applicable withholding taxes.

2. No Other Modification. Except as specifically modified by this Amendment, the Agreement remains unchanged and in full force and effect.

The parties have executed this Agreement as of the date set forth above.

VISTAPRINT USA, INCORPORATED

By: /s/ Lawrence A. Gold  
Title: General Counsel and Senior Vice President

EMPLOYEE

/s/ Robert S. Keane  
Robert S. Keane

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**SCHEDULE A**

**Compensation Payable by the Company for fiscal year 2012**

Annual base salary of \$128,768\*.

Annual incentive, pursuant to the terms of the Employee's award agreement under the Vistaprint Performance Incentive Plan for Covered Employees, with a target amount of \$877,365\* subject to the satisfaction of the performance criteria set forth in such award agreement.

Long-term cash incentive, pursuant to the terms of the Employee's award agreement under the Vistaprint Performance Incentive Plan for Covered Employees, with a target amount of \$570,000 payable over four years subject to the satisfaction of the performance criteria set forth in such award agreement.

Long-term equity incentive, pursuant to the terms of the Employee's grant agreements under the Vistaprint Amended and Restated 2005 Equity Incentive Plan:

Share options with Black Scholes value of \$2,850,000

Restricted share units with value at grant of \$2,280,000

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\* Approximate, based on the 30-day trailing average currency exchange rate in effect at May 5, 2011



## EMPLOYMENT AGREEMENT

This Employment Agreement is entered into this July 1, 2011 by Vistaprint USA, Incorporated (the "Company") and Ernst Teunissen (the "Employee").

The parties agree as follows:

1. Term of Employment. The Company agrees to employ the Employee, and the Employee hereby accepts employment with the Company, upon the terms set forth in this Agreement, for the period commencing on the date of this Agreement and ending upon the termination of the Employee's employment as set forth in Section 4 below (the "Employment Period").

2. Duties and Capacity. During the Employment Period, the Employee shall perform the duties described on Schedule A attached to this Agreement. The Employee is subject to the supervision of, and has such authority as is delegated to the Employee by, the Company's Board of Directors or such officer of the Company as may be designated by the Board. The Employee hereby accepts such employment and agrees to undertake the duties and responsibilities described on Schedule A. The Employee agrees to abide by the rules, regulations, instructions, personnel practices and policies of the Company and any changes therein that the Company may adopt from time to time.

3. Compensation and Benefits.

3.1 Salary. The Company shall pay the Employee, in accordance with the Company's regular payroll practices, an annualized base salary in the amount set forth on Schedule A.

3.2 Bonuses. The Employee is entitled to receive the bonuses, incentive awards and equity compensation awards for the Company's fiscal year 2012 described on Schedule A.

3.3 Reimbursement of Expenses. The Company shall reimburse the Employee for all reasonable travel, entertainment and other expenses incurred or paid by the Employee in connection with, or related to, the performance of his duties, responsibilities or services under this Agreement, upon presentation by the Employee of documentation, expense statements, vouchers and/or such other supporting information as the Company may request.

3.4 Withholding. All salary, bonus and other compensation payable to the Employee is subject to applicable withholding taxes.

4. Employment Termination. This Agreement and the employment of the Employee terminate upon the occurrence of any of the following:

4.1 Upon the death or disability of the Employee. As used in this Agreement, the term "disability" has the definition set forth in the Company's then-applicable long-term disability plan.

4.2 At the election of the Employee or the Company, upon not less than 30 calendar days' prior written notice of termination to the other party.

5. Other Agreements. The Employee shall comply with the terms and obligations set forth in all other agreements between the Employee and the Company, the Company's parent corporation and other subsidiaries of the Company's parent (collectively, the "Vistaprint Group"), including but not

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limited to non-competition, non-solicitation, non-disclosure, proprietary rights and developments, and executive retention agreements.

6. Notices. Any notice delivered under this Agreement is deemed duly delivered three business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or one business day after it is sent for next business day delivery via a reputable nationwide overnight courier service.

7. Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns and pronouns shall include the plural, and vice versa.

8. Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Employee.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without reference to the conflict of laws provisions thereof). The parties agree to commence any action, suit or other legal proceeding arising under or relating to any provision of this Agreement only in a court of the Commonwealth of Massachusetts (or, if appropriate, a federal court located within the Commonwealth of Massachusetts), and the Company and the Employee each consent to the jurisdiction of such a court. The Company and the Employee each hereby irrevocably waive any right to a trial by jury in any action, suit or other legal proceeding arising under or relating to any provision of this Agreement.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns, including any corporation with which or into which the Company may be merged or which may succeed to its assets or business, except that the obligations of the Employee are personal and shall not be assigned by him.

11. Acknowledgment. The Employee represents that he has had an opportunity to fully discuss and review the terms of this Agreement with an attorney. The Employee further states and represents that he has carefully read this Agreement, understands the contents herein, freely and voluntarily assents to all of the terms and conditions hereof, and signs his name of his own free act.

12. Miscellaneous.

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

12.2 The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

12.3 In case any provision of this Agreement is invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.



**SCHEDULE A**  
**Duties of the Employee**

As Chief Financial Officer:

- Provide vision and leadership for all financial functions of the Vistaprint Group
- Oversee the global finance department of the Vistaprint Group, including the global accounting, treasury, financial systems, internal audit, external reporting, tax, investor relations and financial planning functions
- Recruit, retain and develop highly qualified leaders and teams in all areas of the finance function
- Oversee activities of the Vistaprint Group relating to U.S. Sarbanes-Oxley, U.S. Securities and Exchange Commission and other regulatory compliance
- Participate as a member of the global executive team of the Vistaprint Group in a strategic capacity

**Compensation Payable by the Company for fiscal year 2012**

Annual base salary of \$132,696\*.

Annual incentive, pursuant to the terms of the Employee's award agreement under the Vistaprint Performance Incentive Plan for Covered Employees, with a target amount of \$305,550\* subject to the satisfaction of the performance criteria set forth in such award agreement.

Long-term cash incentive, pursuant to the terms of the Employee's award agreement under the Vistaprint Performance Incentive Plan for Covered Employees, with a target amount of \$375,000 payable over four years subject to the satisfaction of the performance criteria set forth in such award agreement.

Long-term equity incentive, pursuant to the terms of the Employee's grant agreements under the Vistaprint Amended and Restated 2005 Equity Incentive Plan:

Share options with Black Scholes value of \$225,000

Restricted share units with value at grant of \$900,000

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\* Approximate, based on 30-day trailing average currency exchange rate in effect at May 5, 2011

**Avenant au Contrat de travail en date du 7 décembre 2009**  
**Addendum to the Employment Agreement dated December 7<sup>th</sup> 2009**

**ENTRE LES SOUSSIGNES :**

**Vistaprint SARL,**

Société à responsabilité limitée, au capital social de 1.000 euros,  
dont le siège social est situé 34, boulevard Haussmann — 75009 Paris,  
immatriculée au RCS de Paris sous le numéro 452 977 382.

Représentée par Monsieur Robert Keane, Gérant.

Ci-après désignée « la Société »,

**D'UNE PART,**

**ET**

**Monsieur Ernst. J. Teunissen,**

Demeurant 10, rue Decamps,

75016 Paris,

Ci-après dénommé « Monsieur Teunissen»,

**D'AUTRE PART.**

**PREAMBULE**

Monsieur Teunissen est employé de la Société depuis le 5 Octobre 2009.

Un contrat de travail en date du 7 décembre 2009 a été conclu entre les parties afin de définir les conditions et modalités d'emploi de Monsieur Teunissen.

Compte tenu du nouveau rôle de Monsieur Teunissen au sein de la Société, les parties ont décidé de modifier le contrat de travail en date du 7 décembre 2009 selon les termes ci-dessous.

**IL A ETE CONVENU ET ARRETE CE QUI SUIT :**

**ARTICLE 1 — FONCTION**

A compter du 1<sup>er</sup> juillet 2011, Monsieur Teunissen occupe au sein de la Société les seules fonctions de Executive vice-président, avec le statut Cadre, position 3.3, coefficient 270, selon la Convention collective applicable.

Dans le cadre des fonctions qui lui sont confiées, Monsieur Teunissen est notamment chargé de mener la fonction stratégie de l'entreprise, incluant la participation au processus stratégique annuel avec l'équipe "Global

**BETWEEN THE UNDERSIGNED:**

**Vistaprint SARL,**

A limited liability company, with a share capital of 1,000 euros,  
whose registered office is located at 34, boulevard Haussmann — 75009 Paris, registered with the Commercial Registry of Paris under number 452 977 382.

Represented for the purposes hereof by Mr. Robert Keane, Managing Director.

Hereafter referred to as "the Company",

**OF THE FIRST PART,**

**AND**

**Mr. Ernst. J. Teunissen,**

Residing at 10, rue Decamps,

75016 Paris,

Hereafter referred to as "Mr. Teunissen",

**OF THE SECOND PART.**

**PREAMBLE**

Mr. Teunissen is employed by the Company since October 5, 2009.

An employment contract has been signed between the parties on December 7<sup>th</sup> 2009 to set out the terms and conditions of Mr Teunissen's employment.

Considering Mr Teunissen's new role within the Company, the parties have decided to amend the employment contract dated December 7<sup>th</sup> 2009, as provided below.

**IT HAS BEEN AGREED AS FOLLOWS:**

**ARTICLE 1 — FUNCTION**

As from July 1, 2011, Mr. Teunissen occupies the position of Executive Vice President only with Executive status, position 3.3, coefficient 270, according to the applicable collective bargaining agreement.

In the frame of the duties assigned to him, Mr. Teunissen is in particular in charge of leading the corporate strategy function, including oversight of the annual strategy process with the Global Executive Team, Management

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Executive", le comité de direction ("Management Board") et le comité de surveillance ("Supervisory Board").

Les parties conviennent et acceptent le fait que, en raison de la nature des fonctions, il est impossible de fournir une description exhaustive des tâches incombant à Monsieur Teunissen et que, de même, ses fonctions comprennent toutes les tâches qui sont directement ou indirectement nécessaires à l'exercice des fonctions.

Les parties conviennent et acceptent que, compte tenu de la nature de sa fonction, il pourra être confié à Monsieur Teunissen des tâches qui ne figurent pas dans la description de fonctions mais dont la nature est similaire.

La modification d'un ou de plusieurs éléments concernant les attributions de Monsieur Teunissen ne saura en aucun cas être considérée comme une modification d'un élément essentiel du contrat de travail.

D'un point de vue opérationnel, Monsieur Teunissen devra rendre compte de son activité au "Chief Executive Officer" de Vistaprint.

Monsieur Teunissen devra exécuter ses tâches au mieux de ses capacités et devra respecter les politiques et procédures mises en place par la Société, telles que régulièrement actualisées.

Compte tenu des fonctions de Monsieur Teunissen, il est expressément convenu que le présent contrat de travail est conclu en fonction des structures capitalistiques actuelles de la Société et de la composition actuelle de son management, notamment mais sans limitation en la personne de Robert Keane à titre de Chief Executive Officer.

## **ARTICLE 2 — REMUNERATION**

2.1. A compter du 1<sup>er</sup> juillet 2011, Monsieur Teunissen recevra, en rémunération de son activité, un salaire annuel brut de **Cent Trente Six Mille Huit Cent Euros (136.800 €)** qui lui sera payé en douze (12) mensualités, par chèque bancaire ou virement bancaire ou postal, à la fin de chaque mois.

2.2. La rémunération de M. Teunissen fera l'objet de déductions au titre de la part salariale des cotisations de Sécurité Sociale, de retraite complémentaire et de prévoyance, d'assurance chômage, ainsi que de la C.S.G. et de la C.R.D.S.

2.3. Il est expressément convenu que toute autre prime ou gratification éventuellement allouée par la Société, ne fera pas partie de la rémunération et conservera son caractère de libéralité toujours révocable.

Board and Supervisory Board.

Both parties agree and accept the fact that, owing to the nature of the duties, it is impossible to provide an exhaustive description of the tasks incumbent on Mr Teunissen, and, likewise, that his duties will include all the tasks directly or indirectly necessary to the exercise of his duties.

Both parties agree and accept the fact that, owing to the nature of the position, tasks that are not included in the description of the duties but are similar in nature may be entrusted to Mr Teunissen.

The change in one or more elements relating to Mr Teunissen's attributions will in no event be considered as a change to an essential element of the employment contract.

From an operational standpoint, Mr. Teunissen shall report his activity to Vistaprint's Chief Executive Officer.

Mr. Teunissen shall perform his duties to the best of his ability and shall abide by all Company's policies and procedures, as amended on a regular basis.

Considering the duties of Mr. Teunissen, it is expressly agreed that this employment contract is concluded according to the current ownership structure of the Company and the current composition of its management, including without limitation in the person of Robert Keane as Chief Executive Officer.

## **ARTICLE 2 — REMUNERATION**

2.1. As from July 1, 2011, Mr. Teunissen shall be paid, in remuneration for his activity, an annual gross fixed salary of **One Hundred Thirty-Six Thousand Eight Hundred Euros (€136,800) gross**, which shall be paid to him in twelve (12) monthly installments by bank check or bank or postal transfer at the end of each month.

2.2. Mr. Teunissen's remuneration shall be subject to deduction of Mr. Teunissen share of social security, supplemental retirement, invalidity and death, and unemployment insurance contributions, and C.S.G. and C.R.D.S.

2.3. It is expressly agreed that any other premium or bonus that may be granted by the Company shall not be part of the remuneration and shall always remain a revocable grant.



**ARTICLE 3 — LOI APPLICABLE — TRIBUNAUX COMPETENTS**

Le présent avenant est soumis à la loi française, tant pour son exécution que pour sa résiliation, et tout litige s'y rapportant sera de la compétence exclusive des tribunaux français.

**ARTICLE 4 — LANGUE**

La version définitive du présent avenant qui lie les parties est la version française, la version anglaise de ce contrat n'étant fournie qu'à titre d'information. En cas de contradiction entre les versions française et anglaise, la version française prévaudra.

**ARTICLE 5 — ACCORDS ANTERIEURS**

Cet avenant se substitue à tout accord préexistant, qu'il soit oral ou écrit, conclu entre Monsieur Teunissen et la Société sur des sujets identiques.

Cependant, les dispositions du contrat de travail en date du 7 décembre 2009 non modifiées par le présent avenant demeurent entièrement applicables entre les parties, y compris les droits acquis de Monsieur Teunissen en matière d'années d'ancienneté, de congés payés, de rémunération et tout autre droits acquis conformément au contrat de travail en date du 7 décembre 2009.

En double exemplaire<sup>1</sup>,

Fait à Paris, France

Le 14 octobre, 2011

Lu et approuvé, bon pour accord

/s/ Robert S. Keane

Pour la Société / For the Company,  
Robert Keane, Gérant

Lu et approuvé, bon pour accord

/s/ Ernst J. Teunissen

Ernst J. Teunissen

**ARTICLE 3 — GOVERNING LAW — COMPETENT COURTS**

This addendum is governed by French law, both with respect to its performance and its termination. Any dispute relating hereto shall be subject to the exclusive jurisdiction of the French courts.

**ARTICLE 4 — LANGUAGE**

The definitive version of this addendum that binds the parties is the French language version, the English version being provided for information purposes only. In the event of a contradiction between the two versions, the French version shall prevail.

**ARTICLE 5 — PREVIOUS AGREEMENTS**

This addendum supersedes any preexisting agreement, whether oral or written, entered into between Mr Teunissen and the Company on the same topics.

However, the provisions of the employment contract dated December 7, 2009 which are unchanged by this addendum shall remain in force between the parties, including rights acquired by Mr. Teunissen on years of service, paid leave, pay and other rights acquired under the employment contract dated December 7, 2009.

Signed in duplicate<sup>2</sup>

In Paris, France,

On 14 octobre 2011.

Lu et approuvé, bon pour accord

/s/ Robert S. Keane

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Pour la Société / For the Company,  
Robert Keane, Gérant

Lu et approuvé, bon pour accord

/s/ Ernst J. Teunissen

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Ernst J. Teunissen

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- 1 Chaque page doit être paraphée et les signatures ci-dessus doivent être précédées de la mention manuscrite suivante : « ***Lu et approuvé, bon pour accord*** ».
  - 2 Each page must be initialized and on the last page the above signatures must be preceded by the following handwritten words: "***read and approved, valid for an employment contract***".

**CERTIFICATION**

I, Robert S. Keane, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Vistaprint 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 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: October 28, 2011

/s/ ROBERT S. KEANE

**Robert S. Keane**

**Chief Executive Officer**

**CERTIFICATION**

I, Ernst J. Teunissen, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Vistaprint 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 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: October 28, 2011

/s/ ERNST J. TEUNISSEN

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**Ernst J. Teunissen**  
**Chief Financial Officer**

**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 Vistaprint N.V. (the "Company") for the fiscal quarter ended September 30, 2011 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, Robert S. Keane, Chief Executive Officer of the Company, and Ernst J. Teunissen, 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: October 28, 2011

/s/ ROBERT S. KEANE

**Robert S. Keane**  
**Chief Executive Officer**

Date: October 28, 2011

/s/ ERNST J. TEUNISSEN

**Ernst J. Teunissen**  
**Chief Financial Officer**