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

Form 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended **December 31, 2020**

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**

Cimpress plc

(Exact Name of Registrant as Specified in Its Charter)

Ireland
(State or Other Jurisdiction of
Incorporation or Organization)

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

**Building D, Xerox Technology Park A91 H9N9,
Dundalk, Co. Louth
Ireland**

(Address of Principal Executive Offices)

Registrant's telephone number, including area code: **353 42 938 8500**
Securities Registered Pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Exchange on Which Registered
Ordinary Shares, nominal value of €0.01 per share	CMPR	NASDAQ Global Select Market

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

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted 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 such files). Yes No

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

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

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

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

As of January 25, 2021, there were 26,003,676 Cimpress plc ordinary shares outstanding.

CIMPRESS PLC
QUARTERLY REPORT ON FORM 10-Q
For the Three and Six Months ended December 31, 2020

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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

CIMPRESS PLC CONSOLIDATED BALANCE SHEETS (unaudited in thousands, except share and per share data)

	December 31, 2020	June 30, 2020
Assets		
Current assets:		
Cash and cash equivalents	\$ 36,883	\$ 45,021
Accounts receivable, net of allowances of \$10,797 and \$9,651, respectively	51,404	34,596
Inventory	85,932	80,179
Prepaid expenses and other current assets	84,965	88,608
Total current assets	259,184	248,404
Property, plant and equipment, net	332,824	338,659
Operating lease assets, net	149,851	156,258
Software and website development costs, net	82,581	71,465
Deferred tax assets	146,814	143,496
Goodwill	726,813	621,904
Intangible assets, net	212,078	209,228
Other assets	20,368	25,592
Total assets	\$ 1,930,513	\$ 1,815,006
Liabilities, noncontrolling interests and shareholders' deficit		
Current liabilities:		
Accounts payable	\$ 236,540	\$ 163,891
Accrued expenses	291,039	210,764
Deferred revenue	41,913	39,130
Short-term debt	12,603	17,933
Operating lease liabilities, current	38,315	41,772
Other current liabilities	40,966	13,268
Total current liabilities	661,376	486,758
Deferred tax liabilities	30,941	33,811
Long-term debt	1,258,535	1,415,657
Operating lease liabilities, non-current	122,006	128,963
Other liabilities	157,076	88,187
Total liabilities	2,229,934	2,153,376
Commitments and contingencies (Note 13)		
Redeemable noncontrolling interests	65,510	69,106
Shareholders' deficit:		
Preferred shares, nominal value €0.01 per share, 100,000,000 shares authorized; none issued and outstanding	—	—
Ordinary shares, nominal value €0.01 per share, 100,000,000 shares authorized; 44,080,627 shares issued; 26,003,649 and 25,885,675 shares outstanding, respectively	615	615
Deferred ordinary shares, nominal value €1.00 per share, 25,000 shares authorized, issued and outstanding	28	28
Treasury shares, at cost, 18,076,978 and 18,194,952 shares, respectively	(1,368,723)	(1,376,496)
Additional paid-in capital	438,863	438,616
Retained earnings	638,883	618,437
Accumulated other comprehensive loss	(74,597)	(88,676)
Total shareholders' deficit	(364,931)	(407,476)
Total liabilities, noncontrolling interests and shareholders' deficit	\$ 1,930,513	\$ 1,815,006

See accompanying notes.

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

	Three Months Ended December 31,		Six Months Ended December 31,	
	2020	2019	2020	2019
Revenue	\$ 786,145	\$ 820,333	\$ 1,372,645	\$ 1,454,292
Cost of revenue (1)	385,979	394,018	684,823	719,683
Technology and development expense (1)	65,036	64,427	123,525	127,594
Marketing and selling expense (1)	182,322	173,336	320,472	334,253
General and administrative expense (1)	42,979	51,910	84,791	95,533
Amortization of acquired intangible assets	13,453	13,150	26,758	26,168
Restructuring expense (1)	2,182	1,897	2,096	4,087
Income from operations	94,194	121,595	130,180	146,974
Other (expense) income, net	(17,198)	(9,040)	(25,952)	6,634
Interest expense, net	(30,141)	(15,701)	(60,657)	(30,788)
Income before income taxes	46,855	96,854	43,571	122,820
Income tax expense (benefit)	12,954	(93,795)	19,748	(87,680)
Net income	33,901	190,649	23,823	210,500
Add: Net income attributable to noncontrolling interest	(1,614)	(426)	(2,291)	(246)
Net income attributable to Cimpres plc	\$ 32,287	\$ 190,223	\$ 21,532	\$ 210,254
Basic net income per share attributable to Cimpres plc	\$ 1.24	\$ 7.04	\$ 0.83	\$ 7.41
Diluted net income per share attributable to Cimpres plc	\$ 1.22	\$ 6.81	\$ 0.82	\$ 7.19
Weighted average shares outstanding — basic	26,003,649	27,036,675	25,974,823	28,391,855
Weighted average shares outstanding — diluted	26,384,460	27,916,759	26,390,273	29,223,116

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

	Three Months Ended December 31,		Six Months Ended December 31,	
	2020	2019	2020	2019
Cost of revenue	\$ 34	\$ 97	\$ 134	\$ 185
Technology and development expense	1,215	2,043	3,406	3,777
Marketing and selling expense	754	533	2,439	(778)
General and administrative expense	3,240	5,652	7,547	9,891
Restructuring expense	—	108	—	772

See accompanying notes.

CIMPRESS PLC
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(unaudited in thousands)

	Three Months Ended December 31,		Six Months Ended December 31,	
	2020	2019	2020	2019
Net income	\$ 33,901	\$ 190,649	\$ 23,823	\$ 210,500
Other comprehensive income, net of tax:				
Foreign currency translation gains, net of hedges	13,946	3,180	14,763	1,620
Net unrealized gains (losses) on derivative instruments designated and qualifying as cash flow hedges	3,802	6,131	7,638	(1,057)
Amounts reclassified from accumulated other comprehensive (loss) income to net income on derivative instruments	(3,226)	(1,145)	(5,297)	3,006
Loss on pension benefit obligation, net	—	—	(336)	—
Comprehensive income	48,423	198,815	40,591	214,069
Add: Comprehensive (income) loss attributable to noncontrolling interests	(2,877)	(1,122)	(4,980)	548
Total comprehensive income attributable to Cimpres plc	\$ 45,546	\$ 197,693	\$ 35,611	\$ 214,617

See accompanying notes.

CIMPRESS PLC
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY (DEFICIT)
(unaudited in thousands)

	Ordinary Shares		Deferred Ordinary Shares		Treasury Shares		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Shareholders' Equity (Deficit)
	Number of Shares Issued	Amount	Number of Shares Issued	Amount	Number of Shares	Amount				
Balance at June 30, 2019	44,080	\$ 615	—	\$ —	(13,635)	\$ (737,447)	\$ 411,079	\$ 537,422	\$ (79,857)	\$ 131,812
Restricted share units vested, net of shares withheld for taxes	—	—	—	—	4	87	(259)	—	—	(172)
Grant of restricted share awards	—	—	—	—	(2)	(187)	—	—	—	(187)
Share-based compensation expense	—	—	—	—	—	—	5,164	—	—	5,164
Purchase of ordinary shares	—	—	—	—	(1,964)	(232,286)	—	—	—	(232,286)
Net income attributable to Cimpres plc	—	—	—	—	—	—	—	20,031	—	20,031
Adoption of new accounting standards	—	—	—	—	—	—	—	3,143	—	3,143
Net unrealized loss on derivative instruments designated and qualifying as cash flow hedges	—	—	—	—	—	—	—	—	(3,037)	(3,037)
Foreign currency translation, net of hedges	—	—	—	—	—	—	—	—	(70)	(70)
Balance at September 30, 2019	44,080	\$ 615	—	\$ —	(15,597)	\$ (969,833)	\$ 415,984	\$ 560,596	\$ (82,964)	\$ (75,602)
Restricted share units vested, net of shares withheld for taxes	—	—	—	—	1	55	(152)	—	—	(97)
Issuance of ordinary shares due to share option exercises, net of shares withheld for taxes	—	—	—	—	1	8	(2)	—	—	6
Issuance of deferred ordinary shares	—	—	25	28	—	—	—	—	—	28
Share-based compensation expense	—	—	—	—	—	—	8,228	—	—	8,228
Purchase of ordinary shares	—	—	—	—	(2,280)	(305,287)	—	—	—	(305,287)
Net income attributable to Cimpres plc	—	—	—	—	—	—	—	190,223	—	190,223
Redeemable noncontrolling interest accretion to redemption value	—	—	—	—	—	—	—	(5,493)	—	(5,493)
Net unrealized gain on derivative instruments designated and qualifying as cash flow hedges	—	—	—	—	—	—	—	—	4,986	4,986
Foreign currency translation, net of hedges	—	—	—	—	—	—	—	—	2,484	2,484
Balance at December 31, 2019	44,080	\$ 615	25	\$ 28	(17,875)	\$ (1,275,057)	\$ 424,058	\$ 745,326	\$ (75,494)	\$ (180,524)

See accompanying notes.

CIMPRESS PLC
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY (DEFICIT) (CONTINUED)
(unaudited in thousands)

	Ordinary Shares		Deferred Ordinary Shares		Treasury Shares		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Shareholders' Equity (Deficit)
	Number of Shares Issued	Amount	Number of Shares Issued	Amount	Number of Shares	Amount				
Balance at June 30, 2020	44,080	\$ 615	25	\$ 28	(18,195)	\$ (1,376,496)	\$ 438,616	\$ 618,437	\$ (88,676)	\$ (407,476)
Restricted share units vested, net of shares withheld for taxes	—	—	—	—	118	7,773	(13,366)	—	—	(5,593)
Share-based compensation expense	—	—	—	—	—	—	8,577	—	—	8,577
Net loss attributable to Cimpres plc	—	—	—	—	—	—	—	(10,755)	—	(10,755)
Net unrealized gain on derivative instruments designated and qualifying as cash flow hedges	—	—	—	—	—	—	—	—	1,765	1,765
Foreign currency translation, net of hedges	—	—	—	—	—	—	—	—	(609)	(609)
Unrealized loss on pension benefit obligation, net of tax	—	—	—	—	—	—	—	—	(336)	(336)
Balance at September 30, 2020	44,080	\$ 615	25	\$ 28	(18,077)	\$ (1,368,723)	\$ 433,827	\$ 607,682	\$ (87,856)	\$ (414,427)
Share-based compensation expense	—	—	—	—	—	—	5,036	—	—	5,036
Net income attributable to Cimpres plc	—	—	—	—	—	—	—	32,287	—	32,287
Redeemable noncontrolling interest accretion to redemption value	—	—	—	—	—	—	—	(1,086)	—	(1,086)
Net unrealized gain on derivative instruments designated and qualifying as cash flow hedges	—	—	—	—	—	—	—	—	576	576
Foreign currency translation, net of hedges	—	—	—	—	—	—	—	—	12,683	12,683
Balance at December 31, 2020	44,080	\$ 615	25	\$ 28	(18,077)	\$ (1,368,723)	\$ 438,863	\$ 638,883	\$ (74,597)	\$ (364,931)

See accompanying notes.

CIMPRESS PLC
CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited in thousands)

	Six Months Ended December 31,	
	2020	2019
Operating activities		
Net income	\$ 23,823	\$ 210,500
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	85,887	84,891
Share-based compensation expense	13,526	13,847
Deferred taxes	2,681	(105,575)
Unrealized loss on derivatives not designated as hedging instruments included in net income	32,545	7,548
Effect of exchange rate changes on monetary assets and liabilities denominated in non-functional currency	(3,132)	1,359
Other non-cash items	4,829	3,045
Changes in operating assets and liabilities:		
Accounts receivable	(14,259)	(8,240)
Inventory	510	(10,680)
Prepaid expenses and other assets	78	(2,255)
Accounts payable	60,800	24,432
Accrued expenses and other liabilities	48,880	46,225
Net cash provided by operating activities	<u>256,168</u>	<u>265,097</u>
Investing activities		
Purchases of property, plant and equipment	(16,790)	(28,094)
Business acquisitions, net of cash acquired	(36,395)	(4,272)
Capitalization of software and website development costs	(26,445)	(23,417)
Proceeds from the sale of assets	3,372	847
Other investing activities	(419)	1,120
Net cash used in investing activities	<u>(76,677)</u>	<u>(53,816)</u>
Financing activities		
Proceeds from borrowings of debt	301,000	634,085
Payments of debt	(472,469)	(292,446)
Payments of debt issuance costs	(1,051)	—
Payments of purchase consideration included in acquisition-date fair value	(648)	—
Payments of withholding taxes in connection with equity awards	(5,592)	(462)
Payments of finance lease obligations	(3,275)	(5,364)
Purchase of noncontrolling interests	(5,063)	—
Purchase of ordinary shares	—	(537,573)
Proceeds from issuance of ordinary shares	—	6
Distribution to noncontrolling interest	(4,599)	(3,921)
Other financing activities	(57)	(1,715)
Net cash used in financing activities	<u>(191,754)</u>	<u>(207,390)</u>
Effect of exchange rate changes on cash	4,125	(2,253)
Net decrease in cash and cash equivalents	(8,138)	1,638
Cash and cash equivalents at beginning of period	45,021	35,279
Cash and cash equivalents at end of period	<u>\$ 36,883</u>	<u>\$ 36,917</u>
Supplemental disclosures of cash flow information:		
Cash paid during the period for:		
Interest	\$ 58,299	\$ 33,313
Income taxes	4,991	5,183
Non-cash investing and financing activities:		
Property and equipment acquired under finance leases	150	140
Amounts accrued related to business acquisitions	45,369	2,831

See accompanying notes.

CIMPRESS PLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(unaudited in thousands, except share and per share data)

1. Description of the Business

Cimpress is a strategically focused group of more than a dozen businesses that specialize in mass customization, via which we deliver large volumes of individually small-sized customized orders for a broad spectrum of print, signage, photo merchandise, invitations and announcements, writing instruments, packaging, apparel and other categories. We invest in and build customer-focused, entrepreneurial mass customization businesses for the long term, which we manage in a decentralized, autonomous manner. Mass customization is a core element of the business model of each Cimpress business. We drive competitive advantage across Cimpress through a select few shared strategic capabilities that have the greatest potential to create Cimpress-wide value. We limit all other central activities to only those which absolutely must be performed centrally.

2. Summary of Significant Accounting Policies

Basis of Presentation

The consolidated financial statements include the accounts of Cimpress plc, its wholly owned subsidiaries, entities in which we maintain a controlling financial interest, and those entities in which we have a variable interest and are the primary beneficiary. Intercompany balances and transactions have been eliminated. Investments in entities in which we cannot exercise significant influence, and the related equity securities do not have a readily determinable fair value, are accounted for using the cost method and are included in other assets on the consolidated balance sheets.

Use of Estimates

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

Given the current and expected impact of the COVID-19 pandemic on our business, we evaluated our liquidity position as of the date of the issuance of these consolidated financial statements. Based on this evaluation, management believes, despite the ongoing impact of COVID-19 on our business, that our financial position, net cash provided by operations combined with our cash and cash equivalents and borrowing availability under our revolving credit facility, will be sufficient to fund our current obligations, capital spending, debt service requirements and working capital requirements over at least the next twelve months. For the debt covenants that have been temporarily suspended under the amendment and capital raise as described in Note 9, these covenants will be reinstated no later than the quarter ending December 31, 2021. Based on our current financial results and forecasted performance, we believe we will remain in compliance with these covenants upon reinstatement.

Significant Accounting Policies

Our significant accounting policies are described in Note 2 in our consolidated financial statements included in the Form 10-K for our year ended June 30, 2020. There have been no material changes to our significant accounting policies during the three and six months ended December 31, 2020.

Other (Expense) Income, Net

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

	Three Months Ended December 31,		Six Months Ended December 31,	
	2020	2019	2020	2019
(Losses) gains on derivatives not designated as hedging instruments (1)	\$ (19,020)	\$ (11,666)	\$ (32,515)	\$ 7,691
Currency-related gains (losses), net (2)	1,809	2,645	5,884	(767)
Other gains (losses)	13	(19)	679	(290)
Total other (expense) income, net	\$ (17,198)	\$ (9,040)	\$ (25,952)	\$ 6,634

(1) Primarily relates to both realized and unrealized gains and losses on derivative currency forward and option contracts not designated as hedging instruments, as well as certain interest rate swap contracts that have been de-designated from hedge accounting due to their ineffectiveness.

(2) We have significant non-functional currency intercompany financing relationships that we may change at times and are subject to currency exchange rate volatility. The currency-related gains (losses), net for the three and six months ended December 31, 2020 and 2019 are primarily driven by this intercompany activity. In addition, we have certain cross-currency swaps designated as cash flow hedges, which hedge the remeasurement of certain intercompany loans, both presented in the same component above. The unrealized losses related to cross-currency swaps were \$6,085 and \$11,522 for the three and six months ended December 31, 2020, respectively, as compared to unrealized losses of \$2,858 and \$1,820 for the three and six months ended December 31, 2019, respectively.

Net Income Per Share Attributable to Cimpres plc

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

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

	Three Months Ended December 31,		Six Months Ended December 31,	
	2020	2019	2020	2019
Weighted average shares outstanding, basic	26,003,649	27,036,675	25,974,823	28,391,855
Weighted average shares issuable upon exercise/vesting of outstanding share options/RSUs/warrants	380,811	880,084	415,450	831,261
Shares used in computing diluted net income per share attributable to Cimpres plc	26,384,460	27,916,759	26,390,273	29,223,116
Weighted average anti-dilutive shares excluded from diluted net income per share attributable to Cimpres plc (1)	3,129	—	1,565	—

(1) On May 1, 2020, we entered into a financing arrangement with Apollo Global Management, Inc., which included 7-year warrants with a strike price of \$60 that have a potentially dilutive impact on our weighted average shares outstanding. For the three and six months ended December 31, 2020, the weighted average anti-dilutive effect of the warrants was 318,191 and 317,224 shares, respectively. Refer to Note 9 for additional details about the arrangement.

Recently Issued or Adopted Accounting Pronouncements

New Accounting Standards Adopted

In December 2019, the FASB issued Accounting Standards Update No. 2019-12 "Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes" (ASU 2019-12), which modifies certain aspects of income tax accounting. We early adopted the standard on July 1, 2020. For the six months ended December 31, 2020, adopting ASU 2019-12 resulted in a \$2,771 increased tax expense in our consolidated financial statements, related to the intraperiod allocation rules. Under the intraperiod allocation rules, an entity generally allocates total income tax expense or benefit by first determining the amount attributable to continuing operations and then allocating the remaining tax expense or benefit to items other than continuing operations. An exception existed that required an

entity with a loss from continuing operations to consider all components when determining the benefit from continuing operations. ASU 2019-12 removes this exception.

In June 2016, the FASB issued Accounting Standards Update No. 2016-13 "Financial Instruments—Credit Losses (Topic 326)" (ASU 2016-13), which introduces a new accounting model for recognizing credit losses on certain financial instruments based on an estimate of current expected credit losses. We adopted the standard on its effective date of July 1, 2020. The standard did not have a material impact on our consolidated financial statements.

In March 2020, the FASB issued ASU 2020-04 "Reference Rate Reform ("ASC 848"): Facilitation of the Effects of Reference Rate Reform on Financial Reporting", which contains optional expedients and exceptions for applying GAAP to contracts, hedging relationships, and other transactions that reference LIBOR or another reference rate expected to be discontinued due to reference rate reform. We elected to amend our hedge documentation, without redesignating and redesignating, for all outstanding cash flow hedges by applying two practical expedients. We elected the expedient in ASC 848-50-25-2 to assert probability of the hedged interest payments regardless of any expected modification in terms related to reference rate reform. In addition, we elected to continue the method of assessing effectiveness as documented in the original hedge documentation and elect to apply the expedient in ASC 848-50-35-17, so that the reference rate on the hypothetical derivative matches the reference rate on the hedging instrument. The standard did not have a material impact on our consolidated financial statements.

During the three months ended December 31, 2020, the tax on Global Intangible Low-Taxed Income ("GILTI") provision of the Tax Cuts and Jobs Act became applicable to our operations. The FASB has provided that companies subject to GILTI have the option to account for the GILTI tax as a period cost if and when incurred, or to recognize deferred taxes for temporary differences, including outside basis differences, expected to reverse as GILTI. We elected to account for GILTI as a period cost, as incurred. We do not expect GILTI to have a material impact on our consolidated financial statements.

3. Fair Value Measurements

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

- *Level 1:* Inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets.
- *Level 2:* Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets in markets that are not active and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.
- *Level 3:* Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

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

December 31, 2020				
Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	
Assets				
Currency forward contracts	\$ 692	\$ —	\$ 692	\$ —
Total assets recorded at fair value	<u>\$ 692</u>	<u>\$ —</u>	<u>\$ 692</u>	<u>\$ —</u>
Liabilities				
Interest rate swap contracts	\$ (32,999)	\$ —	\$ (32,999)	\$ —
Cross-currency swap contracts	(14,622)	—	(14,622)	—
Currency forward contracts	(41,764)	—	(41,764)	—
Currency option contracts	(4,274)	—	(4,274)	—
Total liabilities recorded at fair value	<u>\$ (93,659)</u>	<u>\$ —</u>	<u>\$ (93,659)</u>	<u>\$ —</u>

June 30, 2020				
Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	
Assets				
Interest rate swap contracts	\$ 4,462	\$ —	\$ 4,462	\$ —
Currency forward contracts	7,949	—	7,949	—
Currency option contracts	1,429	—	1,429	—
Total assets recorded at fair value	<u>\$ 13,840</u>	<u>\$ —</u>	<u>\$ 13,840</u>	<u>\$ —</u>
Liabilities				
Interest rate swap contracts	\$ (39,520)	\$ —	\$ (39,520)	\$ —
Cross-currency swap contracts	(4,746)	—	(4,746)	—
Currency forward contracts	(8,519)	—	(8,519)	—
Currency option contracts	(38)	—	(38)	—
Total liabilities recorded at fair value	<u>\$ (52,823)</u>	<u>\$ —</u>	<u>\$ (52,823)</u>	<u>\$ —</u>

During the quarter ended December 31, 2020 and year ended June 30, 2020, there were no significant transfers in or out of Level 1, Level 2 and Level 3 classifications.

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

Although we have determined that the majority of the inputs used to value our derivatives fall within Level 2 of the fair value hierarchy, the credit valuation adjustments associated with our derivatives utilize Level 3 inputs, such as estimates of current credit spreads, to appropriately reflect both our own nonperformance risk and the respective counterparties' nonperformance risk in the fair value measurement. However, as of December 31, 2020, we have assessed the significance of the impact of the credit valuation adjustments on the overall valuation of our derivative positions and have determined that the credit valuation adjustments are not significant to the overall valuation of our derivatives. As a result, we have determined that our derivative valuations in their entirety are classified in Level 2 in the fair value hierarchy.

As of December 31, 2020 and June 30, 2020, the carrying amounts of our cash and cash equivalents, accounts receivable, accounts payable and other current liabilities approximated their estimated fair values. As of December 31, 2020 and June 30, 2020, the carrying value of our debt, excluding debt issuance costs and debt premiums and discounts, was \$1,315,372 and \$1,482,177, respectively, and the fair value was \$1,358,180 and \$1,450,719, respectively. Our debt at December 31, 2020 includes variable-rate debt instruments indexed to LIBOR that resets periodically, as well as fixed-rate debt instruments. The estimated fair value of our debt was determined using available market information based on recent trades or activity of debt instruments with substantially similar risks, terms and maturities, which fall within Level 2 under the fair value hierarchy. The estimated fair value of assets and liabilities disclosed above may not be representative of actual values that could have been or will be realized in the future.

4. Derivative Financial Instruments

We use derivative financial instruments, such as interest rate swap contracts, cross-currency swap contracts, and currency forward and option contracts, to manage interest rate and foreign currency exposures. Derivatives are recorded in the consolidated balance sheets at fair value. If the derivative is designated as a cash flow hedge or net investment hedge, then the change in the fair value of the derivative is recorded in accumulated other comprehensive loss and subsequently reclassified into earnings in the period the hedged forecasted transaction affects earnings. Additionally, any ineffectiveness associated with any effective and designated hedge is recognized within accumulated other comprehensive loss.

The change in the fair value of derivatives not designated as hedges is recognized directly in earnings as a component of other (expense) income, net.

Hedges of Interest Rate Risk

We enter into interest rate swap contracts to manage variability in the amount of our known or expected cash payments related to a portion of our debt. Our objective in using interest rate swaps is to add stability to interest expense and to manage our exposure to interest rate movements. We designate our interest rate swaps as cash flow hedges. Interest rate swaps designated as cash flow hedges involve the receipt of variable amounts from a counterparty in exchange for us making fixed-rate payments over the life of the contract agreements without exchange of the underlying notional amount. Realized gains or losses from interest rate swaps are recorded in earnings as a component of interest expense, net.

Amounts reported in accumulated other comprehensive loss related to interest rate swap contracts will be reclassified to interest expense, net as interest payments are accrued or made on our variable-rate debt. As of December 31, 2020, we estimate that \$10,446 will be reclassified from accumulated other comprehensive loss to interest expense during the twelve months ending December 31, 2021. As of December 31, 2020, we had ten outstanding interest rate swap contracts indexed to USD LIBOR, of which six of these instruments were designated as cash flow hedges of interest rate risk and have varying start dates and maturity dates through September 2025. As of December 31, 2020, we have determined that four of our hedges are no longer highly effective. These de-designated hedges have varying start dates and maturity dates through December 2025.

Interest rate swap contracts outstanding:	Notional Amounts	
Contracts accruing interest as of December 31, 2020	\$	500,000
Contracts with a future start date		50,000
Total	\$	550,000

Hedges of Currency Risk

Cross-Currency Swap Contracts

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

contract. At maturity, the final exchange involves the receipt of our reporting currency in exchange for the notional amount in the hedged currency.

Cross-currency swap contracts designated as cash flow hedges are executed to mitigate our currency exposure to the interest receipts as well as the principal remeasurement and repayment associated with certain intercompany loans denominated in a currency other than our reporting currency, the U.S. dollar. As of December 31, 2020, we had two outstanding cross-currency swap contracts designated as cash flow hedges with a total notional amount of \$120,874, both maturing during June 2024. We entered into the two cross-currency swap contracts to hedge the risk of changes in one Euro-denominated intercompany loan entered into with one of our consolidated subsidiaries that has the Euro as its functional currency.

Amounts reported in accumulated other comprehensive loss will be reclassified to other (expense) income, net as interest payments are accrued or paid and upon remeasuring the intercompany loan. As of December 31, 2020, we estimate that \$2,176 of income will be reclassified from accumulated other comprehensive loss to interest expense, net during the twelve months ending December 31, 2021.

Other Currency Contracts

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

As of December 31, 2020, we had five currency forward contracts designated as net investment hedges with a total notional amount of \$149,604, maturing during various dates through April 2023. We entered into these contracts to hedge the risk of changes in the U.S. dollar equivalent value of a portion of our net investment in two consolidated subsidiaries that have the Euro as their functional currency. Amounts reported in accumulated other comprehensive loss are recognized as a component of our cumulative translation adjustment.

We have elected to not apply hedge accounting for all other currency forward and option contracts. During the three and six months ended December 31, 2020 and 2019, we have experienced volatility within other (expense) income, net in our consolidated statements of operations from unrealized gains and losses on the mark-to-market of outstanding currency forward and option contracts. We expect this volatility to continue in future periods for contracts for which we do not apply hedge accounting. Additionally, since our hedging objectives may be targeted at non-GAAP financial metrics that exclude non-cash items such as depreciation and amortization, we may experience increased, not decreased, volatility in our GAAP results as a result of our currency hedging program.

As of December 31, 2020, we had the following outstanding currency derivative contracts that were not designated for hedge accounting and were used to hedge fluctuations in the U.S. dollar value of forecasted transactions or balances denominated in Australian Dollar, British Pound, Canadian Dollar, Danish Krone, Euro, Indian Rupee, Mexican Peso, New Zealand Dollar, Norwegian Krone, Philippine Peso, Swiss Franc and Swedish Krona:

Notional Amount	Effective Date	Maturity Date	Number of Instruments	Index
\$484,660	March 2019 through December 2020	Various dates through October 2024	602	Various

Financial Instrument Presentation

The table below presents the fair value of our derivative financial instruments as well as their classification on the balance sheet as of December 31, 2020 and June 30, 2020. Our derivative asset and liability balances will fluctuate with interest rate and currency exchange rate volatility.

December 31, 2020							
Asset Derivatives				Liability Derivatives			
Balance Sheet line item	Gross amounts of recognized assets	Gross amount offset in Consolidated Balance Sheet	Net amount	Balance Sheet line item	Gross amounts of recognized liabilities	Gross amount offset in Consolidated Balance Sheet	Net amount
Derivatives designated as hedging instruments							
Derivatives in cash flow hedging relationships							
Interest rate swaps	Other current assets / other assets	\$ —	\$ —	\$ —	Other liabilities	\$ (20,839)	\$ (20,839)
Cross-currency swaps	Other assets	—	—	—	Other liabilities	(14,622)	(14,622)
Derivatives in net investment hedging relationships							
Currency forward contracts	Other assets	—	—	—	Other current liabilities / other liabilities	(25,758)	(25,758)
Total derivatives designated as hedging instruments		<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>		<u>\$ (61,219)</u>	<u>\$ (61,219)</u>
Derivatives not designated as hedging instruments							
Interest rate swaps	Other assets	\$ —	\$ —	\$ —	Other liabilities	\$ (12,160)	\$ (12,160)
Currency forward contracts	Other current assets / other assets	772	(80)	692	Other current liabilities / other liabilities	(18,548)	2,542
Currency option contracts	Other current assets / other assets	—	—	—	Other current liabilities / other liabilities	(4,274)	(4,274)
Total derivatives not designated as hedging instruments		<u>\$ 772</u>	<u>\$ (80)</u>	<u>\$ 692</u>		<u>\$ (34,982)</u>	<u>\$ 2,542</u>
						<u>\$ (32,440)</u>	

June 30, 2020

	Asset Derivatives				Liability Derivatives			
	Balance Sheet line item	Gross amounts of recognized assets	Gross amount offset in Consolidated Balance Sheet	Net amount	Balance Sheet line item	Gross amounts of recognized liabilities	Gross amount offset in Consolidated Balance Sheet	Net amount
Derivatives designated as hedging instruments								
Derivatives in cash flow hedging relationships								
Interest rate swaps	Other current assets / other assets	\$ —	\$ —	\$ —	Other liabilities	\$ (31,161)	\$ —	\$ (31,161)
Cross-currency swaps	Other assets	4,462	—	4,462	Other liabilities	(4,746)	—	(4,746)
Derivatives in net investment hedging relationships								
Currency forward contracts	Other assets	—	—	—	Other current liabilities / other liabilities	(6,829)	—	(6,829)
Total derivatives designated as hedging instruments		<u>\$ 4,462</u>	<u>\$ —</u>	<u>\$ 4,462</u>		<u>\$ (42,736)</u>	<u>\$ —</u>	<u>\$ (42,736)</u>
Derivatives not designated as hedging instruments								
Interest rate swaps	Other assets	\$ —	\$ —	\$ —	Other liabilities	\$ (8,359)	\$ —	\$ (8,359)
Currency forward contracts	Other current assets / other assets	9,702	(1,753)	7,949	Other current liabilities / other liabilities	(2,136)	446	(1,690)
Currency option contracts	Other current assets / other assets	1,699	(270)	1,429	Other current liabilities / other liabilities	(38)	—	(38)
Total derivatives not designated as hedging instruments		<u>\$ 11,401</u>	<u>\$ (2,023)</u>	<u>\$ 9,378</u>		<u>\$ (10,533)</u>	<u>\$ 446</u>	<u>\$ (10,087)</u>

The following table presents the effect of our derivative financial instruments designated as hedging instruments and their classification within comprehensive (loss) income for the three and six months ended December 31, 2020 and 2019:

	Amount of Net (Loss) Gain on Derivatives Recognized in Comprehensive Income			
	Three Months Ended December 31,		Six Months Ended December 31,	
	2020	2019	2020	2019
Derivatives in cash flow hedging relationships				
Interest rate swaps	\$ 731	\$ 4,394	\$ 1,142	\$ (196)
Cross-currency swaps	3,071	1,737	6,496	(861)
Derivatives in net investment hedging relationships				
Currency forward contracts	(7,294)	(4,153)	(24,832)	8,565
Total	\$ (3,492)	\$ 1,978	\$ (17,194)	\$ 7,508

The following table presents reclassifications out of accumulated other comprehensive loss for the three and six months ended December 31, 2020 and 2019:

	Amount of Net Gain (Loss) Reclassified from Accumulated Other Comprehensive Income (Loss) into Income				Affected line item in the Statement of Operations
	Three Months Ended December 31,		Six Months Ended December 31,		
	2020	2019	2020	2019	
Derivatives in cash flow hedging relationships					
Interest rate swaps	\$ 2,001	\$ 485	\$ 4,623	\$ 455	Interest expense, net
Cross-currency swaps	(5,525)	(2,026)	(10,292)	3,538	Other (expense) income, net
Total before income tax	(3,524)	(1,541)	(5,669)	3,993	Income before income taxes
Income tax	298	396	372	(987)	Income tax expense (benefit)
Total	\$ (3,226)	\$ (1,145)	\$ (5,297)	\$ 3,006	

The following table presents the adjustment to fair value recorded within the consolidated statements of operations for the three and six months ended December 31, 2020 and 2019 for derivative instruments for which we did not elect hedge accounting and de-designated derivative financial instruments that no longer qualify as hedging instruments.

	Amount of Gain (Loss) Recognized in Net Income				Affected line item in the Statement of Operations
	Three Months Ended December 31,		Six Months Ended December 31,		
	2020	2019	2020	2019	
Currency contracts	\$ (19,496)	\$ (11,666)	\$ (32,964)	\$ 7,691	Other (expense) income, net
Interest rate swaps	476	—	449	—	Other (expense) income, net
Total	\$ (19,020)	\$ (11,666)	\$ (32,515)	\$ 7,691	

5. Accumulated Other Comprehensive Income (Loss)

The following table presents a roll forward of amounts recognized in accumulated other comprehensive income (loss) by component, net of tax of \$500 for the six months ended December 31, 2020:

	Gains (losses) on cash flow hedges (1)	Losses on pension benefit obligation	Translation adjustments, net of hedges (2)	Total
Balance as of June 30, 2020	\$ (30,078)	\$ (1,399)	\$ (57,199)	\$ (88,676)
Other comprehensive income (loss) before reclassifications	7,638	(336)	12,074	19,376
Amounts reclassified from accumulated other comprehensive loss to net income	(5,297)	—	—	(5,297)
Net current period other comprehensive income (loss)	2,341	(336)	12,074	14,079
Balance as of December 31, 2020	\$ (27,737)	\$ (1,735)	\$ (45,125)	\$ (74,597)

(1) Gains (losses) on cash flow hedges include our interest rate swap and cross-currency swap contracts designated in cash flow hedging relationships.

(2) As of December 31, 2020 and June 30, 2020, the translation adjustment is inclusive of the effects of our net investment hedges, of which, unrealized losses of \$4,323 and unrealized gains of \$20,509, respectively, net of tax, have been included in accumulated other comprehensive loss.

6. Goodwill

The carrying amount of goodwill by reportable segment as of December 31, 2020 and June 30, 2020 was as follows:

	Vistaprint	PrintBrothers	The Print Group	All Other Businesses	Total
Balance as of June 30, 2020	\$ 150,846	\$ 129,764	\$ 155,197	\$ 186,097	\$ 621,904
Acquisitions (1)	71,401	—	—	—	71,401
Effect of currency translation adjustments (2)	6,939	12,098	14,471	—	33,508
Balance as of December 31, 2020	\$ 229,186	\$ 141,862	\$ 169,668	\$ 186,097	\$ 726,813

(1) On October 1, 2020, we acquired 99designs which is included in our Vistaprint reportable segment. Refer to Note 7 for additional details.

(2) Related to goodwill held by subsidiaries whose functional currency is not the U.S. dollar.

7. Business Combinations

On October 1, 2020, we acquired 99designs, Inc. and its subsidiaries ("99designs"), a global creative platform for graphic design. We acquired all outstanding shares of the company for a purchase price of \$90,000, subject to a post-closing adjustment based on acquired cash, debt, and working capital as of the closing date. We paid \$45,000 in cash at closing and will pay the remaining purchase consideration, including the post-closing adjustment, on February 15, 2022. The acquisition will be integrated into our Vistaprint business and provides a global platform that connects designers and clients, making it easier for small businesses to access both professional design services and marketing products in one place.

The table below details the consideration transferred to acquire 99designs:

Cash consideration (paid at closing)	\$ 45,000
Fair value of deferred payment	43,381
Final post closing adjustment	310
Total purchase price	\$ 88,691

We recognized the assets and liabilities on the basis of their fair values at the date of the acquisition with any excess of the purchase price paid over the fair value of the net assets recorded as goodwill, which is primarily attributable to the synergies that we expect to achieve through the acquisition. The goodwill balance has been attributed to the Vistaprint reportable segment and the portion of such goodwill balance that is deductible for tax

purposes is \$20,257. Additionally, we identified and valued 99designs intangible assets which include their trade name, designer network, and developed technology.

Our preliminary estimate of the fair value of specifically identifiable assets acquired and liabilities assumed as of the date of acquisition is subject to change upon finalizing our valuation analysis, including certain valuation assumptions and tax matters. The final determination may result in changes in the fair value of certain assets and liabilities as compared to our preliminary estimates, which are expected to be finalized prior to the end of fiscal 2021.

The fair value of the assets acquired and liabilities assumed was:

	Amount	Weighted Average Useful Life in Years
Tangible assets acquired and liabilities assumed:		
Cash and cash equivalents	\$ 8,603	n/a
Accounts receivable, net	494	n/a
Prepaid expenses and other current assets	1,167	n/a
Property, plant and equipment, net	73	n/a
Other assets	142	n/a
Accounts payable	(220)	n/a
Accrued expenses	(6,679)	n/a
Deferred revenue	(5,806)	n/a
Other liabilities	(1,234)	n/a
Identifiable intangible assets		
Trade name	1,550	2 years
Developed technology	13,400	3 years
Designer network	5,800	7 years
Goodwill	71,401	n/a
Total purchase price	<u>\$ 88,691</u>	n/a

99designs has been included in our consolidated financial statements starting on its acquisition date. The revenue and earnings of 99designs included in our consolidated financial statements for the three and six months ended December 31, 2020 are not material, and therefore no proforma financial information is presented. We utilized our credit facility to finance the acquisition. In connection with the acquisition, we incurred \$682 and \$1,183 in general and administrative expenses during the three and six months ended December 31, 2020, primarily related to legal, financial, and other professional services.

8. Other Balance Sheet Components

Accrued expenses included the following:

	December 31, 2020	June 30, 2020
Compensation costs	\$ 68,179	\$ 67,307
Income and indirect taxes (1)	75,875	53,161
Advertising costs (1)	46,507	14,746
Interest payable	7,397	8,359
Production costs (1)	12,049	7,012
Sales returns	5,993	5,166
Shipping costs (1)	12,657	5,080
Professional fees	3,016	3,452
Purchases of property, plant and equipment	523	1,685
Other	58,843	44,796
Total accrued expenses	\$ 291,039	\$ 210,764

(1) The increase in income and indirect taxes, advertising, production, and shipping costs is due to increased sales volumes during our peak holiday season in the second quarter of our fiscal year. Advertising cost accruals are also driven by increased investment in upper-funnel advertising in Vistaprint.

Other current liabilities included the following:

	December 31, 2020	June 30, 2020
Current portion of finance lease obligations	\$ 8,815	\$ 8,055
Short-term derivative liabilities	27,210	3,521
Other	4,941	1,692
Total other current liabilities	\$ 40,966	\$ 13,268

Other liabilities included the following:

	December 31, 2020	June 30, 2020
Long-term finance lease obligations	\$ 16,132	\$ 18,617
Long-term derivative liabilities	69,071	51,800
Other (1)	71,873	17,770
Total other liabilities	\$ 157,076	\$ 88,187

(1) The increase in other long term liabilities is driven by the deferred payment related to the 99designs acquisition totaling \$43,691. Refer to Note 7 for additional details.

9. Debt

	December 31, 2020	June 30, 2020
7.0% Senior unsecured notes due 2026	\$ 600,000	\$ 600,000
Senior secured credit facility	404,375	570,483
12.0% Second lien notes due 2025	300,000	300,000
Other	10,997	11,694
Debt issuance costs and debt premiums (discounts)	(44,234)	(48,587)
Total debt outstanding, net	1,271,138	1,433,590
Less: short-term debt (1)	12,603	17,933
Long-term debt	\$ 1,258,535	\$ 1,415,657

(1) Balances as of December 31, 2020 and June 30, 2020 are inclusive of short-term debt issuance costs, debt premiums and discounts of \$10,567 and \$10,362, respectively.

Our Debt

Our various debt arrangements described below contain customary representations, warranties and events of default. As of December 31, 2020, the pre-existing financial maintenance covenants under our senior secured credit facility covenants are suspended, and we were in compliance with all financial and other covenants under the credit agreement as amended, the indenture governing our 2026 Notes, and the indenture governing our Second Lien Notes.

Senior Secured Credit Facility

On April 28, 2020, we entered into an amendment to our senior secured credit agreement to suspend our pre-existing maintenance covenants, including the total and senior secured leverage covenants and interest coverage ratio covenant, until the publication of our results for the quarter ending December 31, 2021, for which quarter the pre-amendment maintenance covenants will be reinstated. The covenant suspension period could end earlier at our election if we have total leverage equal to or lower than 4.75x annualized EBITDA for each of two consecutive quarters and are compliant with pre-amendment maintenance covenants.

During the covenant suspension period, we must comply with new maintenance covenants requiring EBITDA above zero in each of the quarters ending June 30, 2021 and September 30, 2021 and minimum liquidity (defined in the credit agreement as unrestricted cash plus unused revolver) of \$50,000. The amendment increased pricing to LIBOR plus 3.25% during the covenant suspension period and to LIBOR plus 2.50% to 3.25% after the covenant suspension period, depending on our total leverage ratio, including a 0.75% floor for LIBOR borrowings. Additionally, as part of the amendment, the maturity date was changed from February 2025 to November 2024. The amendment to the senior secured credit agreement also reduced the credit facility from \$1,551,419 to \$1,000,000, made up of an \$850,000 revolver and \$150,000 term loan.

During the covenant suspension period, we have more restrictive limitations on certain activities and actions, including but not limited to:

- the incurrence of additional indebtedness and liens,
- the consummation of certain investments, including acquisitions,
- the making of restricted payments, including the purchases of our ordinary shares and payment of dividends.

As of December 31, 2020, we have drawn commitments under the credit facility of \$404,375 as follows:

- Revolving loans of \$260,000 with a maturity date of November 15, 2024
- Term loans of \$144,375 amortizing over the loan period, with a final maturity date of November 15, 2024

As of December 31, 2020, the weighted-average interest rate on outstanding borrowings was 5.94%, inclusive of interest rate swap rates. We are also required to pay a commitment fee on unused balances of 0.35% to

0.50% depending on our total leverage ratio, and 0.50% during the covenant suspension period. We have pledged the assets and/or share capital of a number of our subsidiaries as collateral for our outstanding debt as of December 31, 2020.

Second Lien Notes

On May 1, 2020, we completed a private placement of \$300,000 in aggregate principal of 12% second lien notes due 2025 (the "Second Lien Notes") and warrants to funds managed by affiliates of Apollo Global Management, Inc. (the "Apollo Funds"). These Second Lien Notes and warrants were issued at a discount of \$6,000, resulting in net proceeds of \$294,000. We used the proceeds to pay down a portion of the term loans under our senior secured credit facility and to pay fees and expenses incurred in connection with the financing and the above-described amendment.

The Second Lien Notes bear interest at 12% per annum, 50% of which can be paid-in-kind at our option, and mature on May 15, 2025. We may prepay the Second Lien Notes in whole or in part after the first anniversary with a 3% premium, after the second anniversary with a 1% premium, and after the third anniversary with no premium with proceeds from certain debt financings.

Each of Cimpress' subsidiaries that guarantees our obligations under our senior secured credit agreement guarantees the Second Lien Notes. The Second Lien Notes and the guarantees thereof rank equal in right of payment with existing and future senior indebtedness of Cimpress, including Cimpress' and the subsidiary guarantors' obligations under the senior secured credit agreement, and are secured by the same assets securing Cimpress' and the subsidiary guarantors' obligations under the senior secured credit agreement on a second lien basis subject to limited exceptions and the terms of the intercreditor agreement among Cimpress, the subsidiary guarantors, JPMorgan Chase Bank, N.A. as administrative agent under the senior secured credit agreement, and U.S. Bank National Association as collateral agent under the indenture for the Second Lien Notes.

The Apollo Funds also received 7-year warrants to purchase 1,055,377 ordinary shares of Cimpress, representing approximately 3.875% of our outstanding diluted ordinary shares at the time of issuance. Based on the terms of the purchase agreement, the two instruments exist separately and should be treated as separate securities; therefore the warrants are considered to be detachable.

The warrants have an exercise price of \$60 per share, representing an approximately 17% premium to the 10-day volume weighted average price of our shares as of April 28, 2020. The warrants are classified as equity as they are strictly redeemable in our own shares, and they may be exercised by cash payment or through cashless exercise by the surrender of warrant shares having a value equal to the exercise price of the portion of the warrant being exercised.

Senior Unsecured Notes

On February 13, 2020, we completed an additional offering of \$200,000 in aggregate principal of 7.0% notes under the senior notes indenture between Cimpress plc and U.S. Bank National Association (as successor trustee to MUFG Union Bank, N.A.) at a premium of 105.25%. These notes were issued in addition to the existing principal balance under the indenture of \$400,000, and are collectively referred to as the 2026 Notes. The net proceeds from this add-on offering were used to repay a portion of the indebtedness outstanding under our senior secured credit facility and related transaction fees and expenses.

We have the right to redeem, at any time prior to June 15, 2021, some or all of the 2026 Notes at a redemption price equal to 100% of the principal amount redeemed, plus a make-whole amount as set forth in the indenture, plus accrued and unpaid interest to, but not including, the redemption date. In addition, we have the right to redeem, at any time prior to June 15, 2021, up to 40% of the aggregate outstanding principal amount of the 2026 Notes at a redemption price equal to 107% of the principal amount thereof, plus accrued and unpaid interest to, but not including, the redemption date, with the net proceeds of certain equity offerings by Cimpress. At any time on or after June 15, 2021, we may redeem some or all of the 2026 Notes at the redemption prices specified in the indenture, plus accrued and unpaid interest to, but not including, the redemption date.

Other Debt

Other debt consists primarily of term loans acquired through our various acquisitions or used to fund certain capital investments. As of December 31, 2020 and June 30, 2020, we had \$10,997 and \$11,694, respectively, outstanding for those obligations that are payable through March 2025.

10. Income Taxes

Our income tax expense was \$12,954 and \$19,748 for the three and six months ended December 31, 2020, respectively, compared to a benefit of \$93,795 and \$87,680 for the three and six months ended December 31, 2019, respectively. In the three months ended December 31, 2019, we recognized a discrete tax benefit of \$114,114 related to Swiss Tax Reform. Excluding this benefit, tax expense would have decreased, primarily attributable to decreased pre-tax income for the three and six months ended December 31, 2020 as compared to the same prior year periods. Excluding the effect of discrete tax adjustments, our estimated annual effective tax rate is higher for fiscal 2021 as compared to fiscal 2020, primarily due to increased non-deductible interest expense. Our effective tax rate continues to be negatively impacted by losses in certain jurisdictions where we are unable to recognize a tax benefit in the current period.

During the six months ended December 31, 2020, our unrecognized tax benefits increased by \$8,145, primarily due to tax positions taken in prior periods for which we have determined it is more likely than not that they will not be sustained upon audit. As of December 31, 2020, we had unrecognized tax benefits of \$14,376, including accrued interest and penalties of \$811. We recognize interest and, if applicable, penalties related to unrecognized tax benefits in the provision for income taxes. If recognized, \$8,136 of unrecognized tax benefits would reduce our tax expense. It is reasonably possible that a reduction in unrecognized tax benefits may occur within the next twelve months in the range of \$165 to \$670 related to the lapse of applicable statutes of limitations. We believe we have appropriately provided for all tax uncertainties.

We conduct business in a number of tax jurisdictions and, as such, are required to file income tax returns in multiple jurisdictions globally. The years 2014 through 2020 remain open for examination by the IRS and the years 2014 through 2020 remain open for examination in the various states and non-US tax jurisdictions in which we file tax returns. We believe that our income tax reserves are adequately maintained, taking into consideration both the technical merits of our tax return positions and ongoing developments in our income tax audits. However, the final determination of our tax return positions, if audited, is uncertain, and there is a possibility that final resolution of these matters could have a material impact on our results of operations or cash flows.

11. Noncontrolling Interests

For some of our subsidiaries, we own a controlling equity stake, and a third party or key member of the business' management team owns a minority portion of the equity. The balance sheet and operating activity of these entities are included in our consolidated financial statements and we adjust the net income in our consolidated statement of operations to exclude the noncontrolling interests' proportionate share of results. We present the proportionate share of equity attributable to the redeemable noncontrolling interests as temporary equity within our consolidated balance sheet and the proportionate share of noncontrolling interests not subject to a redemption provision that is outside of our control as equity. We recognize redeemable noncontrolling interests at fair value on the sale or acquisition date and adjust to the redemption value on a periodic basis with the offset to retained earnings in the consolidated balance sheet. If the formulaic redemption value exceeds the fair value of the noncontrolling interest, then the accretion to redemption value is offset to the net (income) loss attributable to noncontrolling interest in our consolidated statement of operations.

Redeemable Noncontrolling Interests

PrintBrothers

Members of the PrintBrothers management team hold a minority equity interest ranging from 11% to 12% in each of the three businesses within the segment. The put options associated with the redeemable noncontrolling interest are exercisable beginning in 2021, while the associated call options become exercisable in 2026. As of December 31, 2020, the redemption value was less than the carrying value, and therefore no adjustment was required. During the second quarter of fiscal 2021, we repurchased equity interests ranging from 0.56% to 1.15% in each of the three businesses for a total of \$5,063.

All Other Businesses

On October 1, 2018, we acquired approximately 99% of the outstanding equity interests of BuildASign LLC. The remaining 1% is considered a redeemable noncontrolling equity interest, as it is redeemable for cash based on future financial results through put and call rights and not solely within our control. As of December 31, 2020, the redemption value increased above the carrying value due to continued strong financial performance, resulting in an adjustment to the redeemable noncontrolling interest of \$966, which was recognized as an adjustment to retained earnings.

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

	Redeemable noncontrolling interests
Balance as of June 30, 2020	\$ 69,106
Accretion to redemption value recognized in retained earnings	1,086
Net income attributable to noncontrolling interest	2,291
Distribution to noncontrolling interest	(4,599)
Purchase of noncontrolling interest	(5,063)
Foreign currency translation	2,689
Balance as of December 31, 2020	\$ 65,510

12. Segment Information

Our operating segments are based upon the manner in which our operations are managed and the availability of separate financial information reported internally to the Chief Executive Officer, who is our Chief Operating Decision Maker (“CODM”) for purposes of making decisions about how to allocate resources and assess performance.

As of December 31, 2020, we have numerous operating segments under our management reporting structure which are reported in the following five reportable segments:

- *Vistaprint* - Includes the operations of our global Vistaprint websites and our Webs-branded business, which is managed with the Vistaprint-branded digital business. Also included is our Vistaprint Corporate Solutions business which serves medium-sized businesses and large corporations, our 99designs business which was acquired on October 1, 2020, as well as a legacy revenue stream with retail partners and franchise businesses
- *PrintBrothers* - Includes the results of our druck.at, Printdeal, and WIRmachenDRUCK businesses
- *The Print Group* - Includes the results of our Easyflyer, Exaprint, Pixartprinting, and Tradeprint businesses
- *National Pen* - Includes the global operations of our National Pen business, which manufactures and markets custom writing instruments and promotional products, apparel and gifts
- *All Other Businesses* - Includes a collection of businesses grouped together based on materiality. With the exception of BuildASign, which is a larger and profitable business, the All Other Businesses reportable segment consists of two early-stage businesses that we continue to manage at a relatively modest operating loss.
 - BuildASign is an internet-based provider of canvas-print wall décor, business signage and other large-format printed products, based in Austin, Texas.
 - Printi is an online printing leader in Brazil, which offers a superior customer experience with transparent and attractive pricing, reliable service and quality.
 - YSD is a startup operation that provides end-to-end mass customization solutions to brands and intellectual property owners in China, supporting multiple channels including retail stores, websites,

WeChat and e-commerce platforms to enhance brand awareness and competitiveness and develop new markets.

Central and corporate costs consist primarily of the team of software engineers that is building our mass customization platform; shared service organizations such as global procurement; technology services such as hosting and security; administrative costs of our Cimpress India offices where numerous Cimpress businesses have dedicated business-specific team members; and corporate functions including our Board of Directors, CEO, and the team members necessary for managing corporate activities, such as treasury, tax, capital allocation, financial consolidation, internal audit and legal. These costs also include certain unallocated share-based compensation costs.

The expense value of our PSU awards is based on a Monte Carlo fair value analysis and is required to be expensed on an accelerated basis. In order to ensure comparability in measuring our businesses' results, we allocate the straight-line portion of the fixed grant value to our businesses. Any expense in excess of the amount as a result of the fair value measurement of the PSUs and the accelerated expense profile of the awards is recognized within central and corporate costs. All expense or benefit associated with our supplemental PSUs is recognized within central and corporate costs.

Our definition of segment EBITDA is GAAP operating income excluding certain items, such as depreciation and amortization, expense recognized for contingent earn-out related charges including the changes in fair value of contingent consideration and compensation expense related to cash-based earn-out mechanisms dependent upon continued employment, share-based compensation related to investment consideration, certain impairment expense, and restructuring charges. We do not allocate non-operating income, including realized gains and losses on currency hedges, to our segment results.

Our balance sheet information is not presented to the CODM on an allocated basis, and therefore we do not present asset information by segment. We do present other segment information to the CODM, which includes purchases of property, plant and equipment and capitalization of software and website development costs, and therefore include that information in the tables below.

Revenue by segment is based on the business-specific websites or sales channel through which the customer's order was transacted. The following tables set forth revenue by reportable segment, as well as disaggregation of revenue by major geographic region and reportable segment.

	Three Months Ended December 31,		Six Months Ended December 31,	
	2020	2019	2020	2019
Revenue (1):				
Vistaprint	\$ 436,317	\$ 433,305	\$ 765,608	\$ 776,476
PrintBrothers	121,806	126,617	221,918	235,907
The Print Group	76,204	87,699	142,641	159,957
National Pen	114,692	127,985	182,341	198,148
All Other Businesses	55,365	49,774	98,843	92,050
Total segment revenue	804,384	825,380	1,411,351	1,462,538
Inter-segment eliminations	(18,239)	(5,047)	(38,706)	(8,246)
Total consolidated revenue	\$ 786,145	\$ 820,333	\$ 1,372,645	\$ 1,454,292

(1) Refer to the "Revenue by Geographic Region" tables below for detail of the inter-segment revenue within each respective segment.

Three Months Ended December 31, 2020						
	Vistaprint	PrintBrothers	The Print Group	National Pen	All Other	Total
Revenue by Geographic Region:						
North America	\$ 268,736	\$ —	\$ —	\$ 48,678	\$ 49,662	\$ 367,076
Europe	126,877	121,564	69,343	47,578	—	365,362
Other	40,033	—	—	8,699	4,975	53,707
Inter-segment	671	242	6,861	9,737	728	18,239
Total segment revenue	436,317	121,806	76,204	114,692	55,365	804,384
Less: inter-segment elimination	(671)	(242)	(6,861)	(9,737)	(728)	(18,239)
Total external revenue	\$ 435,646	\$ 121,564	\$ 69,343	\$ 104,955	\$ 54,637	\$ 786,145

Six Months Ended December 31, 2020						
	Vistaprint	PrintBrothers	The Print Group	National Pen	All Other	Total
Revenue by Geographic Region:						
North America	\$ 500,831	\$ —	\$ —	\$ 78,999	\$ 88,606	\$ 668,436
Europe	204,125	221,505	129,721	68,182	—	623,533
Other	59,559	—	—	12,347	8,770	80,676
Inter-segment	1,093	413	12,920	22,813	1,467	38,706
Total segment revenue	765,608	221,918	142,641	182,341	98,843	1,411,351
Less: inter-segment elimination	(1,093)	(413)	(12,920)	(22,813)	(1,467)	(38,706)
Total external revenue	\$ 764,515	\$ 221,505	\$ 129,721	\$ 159,528	\$ 97,376	\$ 1,372,645

Three Months Ended December 31, 2019						
	Vistaprint	PrintBrothers	The Print Group	National Pen	All Other	Total
Revenue by Geographic Region:						
North America	\$ 284,345	\$ —	\$ —	\$ 54,400	\$ 44,221	\$ 382,966
Europe	121,143	126,288	86,713	60,887	—	395,031
Other	25,292	—	—	11,732	5,312	42,336
Inter-segment	2,525	329	986	966	241	5,047
Total segment revenue	433,305	126,617	87,699	127,985	49,774	825,380
Less: inter-segment elimination	(2,525)	(329)	(986)	(966)	(241)	(5,047)
Total external revenue	\$ 430,780	\$ 126,288	\$ 86,713	\$ 127,019	\$ 49,533	\$ 820,333

Six Months Ended December 31, 2019						
	Vistaprint	PrintBrothers	The Print Group	National Pen	All Other	Total
Revenue by Geographic Region:						
North America	\$ 531,430	\$ —	\$ —	\$ 95,942	\$ 79,627	\$ 706,999
Europe	195,601	235,335	158,539	83,200	—	672,675
Other	45,592	—	—	17,059	11,967	74,618
Inter-segment	3,853	572	1,418	1,947	456	8,246
Total segment revenue	776,476	235,907	159,957	198,148	92,050	1,462,538
Less: inter-segment elimination	(3,853)	(572)	(1,418)	(1,947)	(456)	(8,246)
Total external revenue	\$ 772,623	\$ 235,335	\$ 158,539	\$ 196,201	\$ 91,594	\$ 1,454,292

The following table includes segment EBITDA by reportable segment, total income from operations and total income before income taxes.

	Three Months Ended December 31,		Six Months Ended December 31,	
	2020	2019	2020	2019
Segment EBITDA:				
Vistaprint	\$ 112,331	\$ 138,858	\$ 202,488	\$ 226,161
PrintBrothers	16,457	16,459	26,172	27,236
The Print Group	12,569	18,105	24,752	31,739
National Pen	18,728	28,099	8,057	18,249
All Other Businesses	10,657	3,668	19,266	5,385
Total segment EBITDA	170,742	205,189	280,735	308,770
Central and corporate costs	(30,984)	(38,405)	(62,004)	(72,058)
Depreciation and amortization	(43,597)	(42,356)	(85,887)	(84,891)
Certain impairments and other adjustments	215	(936)	(568)	(760)
Restructuring-related charges	(2,182)	(1,897)	(2,096)	(4,087)
Total income from operations	94,194	121,595	130,180	146,974
Other (expense) income, net	(17,198)	(9,040)	(25,952)	6,634
Interest expense, net	(30,141)	(15,701)	(60,657)	(30,788)
Income before income taxes	\$ 46,855	\$ 96,854	\$ 43,571	\$ 122,820

	Three Months Ended December 31,		Six Months Ended December 31,	
	2020	2019	2020	2019
Depreciation and amortization:				
Vistaprint	\$ 14,952	\$ 15,042	\$ 28,539	\$ 30,682
PrintBrothers	5,509	5,553	10,971	10,808
The Print Group	6,641	6,609	13,222	12,842
National Pen	6,255	5,523	12,322	11,104
All Other Businesses	4,391	5,888	10,259	11,861
Central and corporate costs	5,849	3,741	10,574	7,594
Total depreciation and amortization	\$ 43,597	\$ 42,356	\$ 85,887	\$ 84,891

	Three Months Ended December 31,		Six Months Ended December 31,	
	2020	2019	2020	2019
Purchases of property, plant and equipment:				
Vistaprint	\$ 2,515	\$ 6,192	\$ 4,449	\$ 10,697
PrintBrothers	213	668	1,138	999
The Print Group	3,043	4,889	5,930	8,994
National Pen	1,372	761	2,824	2,777
All Other Businesses	1,014	595	1,968	2,370
Central and corporate costs	250	796	481	2,257
Total purchases of property, plant and equipment	\$ 8,407	\$ 13,901	\$ 16,790	\$ 28,094

	Three Months Ended December 31,		Six Months Ended December 31,	
	2020	2019	2020	2019
Capitalization of software and website development costs:				
Vistaprint	\$ 4,429	\$ 4,357	\$ 11,416	\$ 9,779
PrintBrothers	185	291	591	622
The Print Group	433	424	663	875
National Pen	355	979	1,069	1,815
All Other Businesses	681	1,116	1,742	2,079
Central and corporate costs	5,558	3,779	10,964	8,247
Total capitalization of software and website development costs	\$ 11,641	\$ 10,946	\$ 26,445	\$ 23,417

The following table sets forth long-lived assets by geographic area:

	December 31, 2020	June 30, 2020
Long-lived assets (1):		
United States	\$ 147,268	\$ 161,853
Netherlands	81,187	82,897
Canada	61,080	67,367
Switzerland	65,197	58,013
Italy	48,326	46,317
Jamaica	21,309	21,563
Australia	21,809	19,695
France	24,933	23,917
Japan	16,399	15,430
Other	97,686	94,922
Total	\$ 585,194	\$ 591,974

(1) Excludes goodwill of \$726,813 and \$621,904, intangible assets, net of \$212,078 and \$209,228, and deferred tax assets of \$146,814 and \$143,496 as of December 31, 2020 and June 30, 2020, respectively.

13. Commitments and Contingencies

Purchase Obligations

At December 31, 2020, we had unrecorded commitments under contract of \$226,290, including third-party web services of \$97,609, production and computer equipment purchases of \$24,942, inventory and third-party fulfillment purchase commitments of \$18,422, advertising of \$17,750, professional and consulting fees of \$8,374 and other unrecorded purchase commitments of \$59,193.

Other Obligations

We deferred payments for several of our acquisitions resulting in the recognition of a liability of \$45,369 in aggregate as of December 31, 2020. This balance includes the deferred payment related to the 99designs acquisition totaling \$43,691. Refer to Note 7 for additional details.

Modification of Lease Obligations

On January 6, 2021, we entered into an arrangement that modifies the lease agreement for our Waltham, Massachusetts office location, which results in us retaining a small portion of the previously leased office space in exchange for a reduction to our monthly rent payments. As part of the agreement, we will pay \$8,761 in two equal installments, which includes both an early termination penalty and the rent we would have otherwise paid for the terminated space through June 30, 2021. The first payment was made on January 6, 2021, and the remaining amount is due on April 1, 2021. We separately entered into a lease agreement for a new office location in Waltham, Massachusetts which will commence on June 1, 2021. As of December 31, 2020, the total remaining lease commitments through September 2026 were \$67,953. Under the modified lease term, combined with the new lease arrangement, the total lease commitments through September 2026 will be \$20,501, excluding the termination penalties included above.

Legal Proceedings

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

14. Restructuring Charges

Restructuring costs include one-time employee termination benefits, acceleration of share-based compensation, write-off of assets and other related costs including third-party professional and outplacement services. During the three and six months ended December 31, 2020, we recognized restructuring costs of \$2,182 and \$2,096, respectively, due to organizational changes within our The Print Group segment intended to streamline certain activities. During the three and six months ended December 31, 2019, we recognized restructuring charges of \$1,897 and \$4,087, respectively, related primarily to charges within our Vistaprint reportable segment.

The following table summarizes the restructuring activity during the six months ended December 31, 2020:

	Severance and Related Benefits	Other Restructuring Costs	Total
Accrued restructuring liability as of June 30, 2020	\$ 5,969	\$ 77	\$ 6,046
Restructuring charges	1,453	643	2,096
Cash payments	(3,961)	—	(3,961)
Non-cash charges (1)	—	(643)	(643)
Accrued restructuring liability as of December 31, 2020	\$ 3,461	\$ 77	\$ 3,538

(1) Non-cash charges primarily include the write-off of property, plant and equipment, net in The Print Group segment to streamline certain activities.

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 the anticipated growth and development of our businesses and revenues, the potential effects of the COVID-19 pandemic and our expectations with respect to our business and financial results during and after the pandemic, our expectations with respect to our market and market share during and after the pandemic, sufficiency of our liquidity position, our future compliance with our debt covenants, legal proceedings, and sufficiency of our tax reserves. Without limiting the foregoing, the words "may," "should," "could," "expect," "plan," "intend," "anticipate," "believe," "estimate," "predict," "designed," "potential," "continue," "target," "seek" and similar expressions are intended to identify forward-looking statements. All forward-looking statements included in this Report are based on information available to us up to, and including the date of this document, and we disclaim any obligation to update any such forward-looking statements. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of various important factors, including but not limited to flaws in the assumptions and judgments upon which our forecasts and estimates are based; the development, severity, and duration of the COVID-19 pandemic; our failure to anticipate and react to the effects of the pandemic on our customers, supply chain, markets, team members, and business; our inability to take the actions that we plan to take or the failure of those actions to achieve the results we expect; loss or unavailability of key personnel or our inability to recruit talented personnel to drive performance of our businesses; the failure of businesses we acquire or invest in to perform as expected; unanticipated changes in our markets, customers, or businesses; changes in the laws and regulations, or in the interpretation of laws and regulations, that affect our businesses; our failure to manage the growth and complexity of our business and expand our operations; our failure to maintain compliance with the covenants in our debt documents or to pay our debts when due; competitive pressures; general economic conditions; and other factors described in our Form 10-K for the fiscal year ended June 30, 2020 and the other documents that we periodically file with the SEC.

Executive Overview

Cimpres is a strategically focused group of more than a dozen businesses that specialize in mass customization, via which we deliver large volumes of individually small-sized customized orders for a broad spectrum of print, signage, photo merchandise, invitations and announcements, writing instruments, packaging, apparel and other categories. We invest in and build customer-focused, entrepreneurial mass customization businesses for the long term, which we manage in a decentralized, autonomous manner. We drive competitive advantage across Cimpres through a select few shared strategic capabilities that have the greatest potential to create Cimpres-wide value. We limit all other central activities to only those which absolutely must be performed centrally.

As of December 31, 2020, we have numerous operating segments under our management reporting structure that are reported in the following five reportable segments: Vistaprint, PrintBrothers, The Print Group, National Pen, and All Other Businesses. Refer to Note 12 in our accompanying consolidated financial statements for additional information relating to our reportable segments and our segment financial measures.

COVID-19

The pandemic and related restrictions continue to have a negative impact on our businesses, customers and the markets that we serve. Our year-over-year decline in reported revenue improved in the second quarter of fiscal 2021 as compared to the first quarter of fiscal 2021 due to favorable currency movements and acquisition timing; and otherwise it was flat compared to last quarter, despite sequentially intensified restrictions in various jurisdictions in which we sell our products. Even with the impacts of the pandemic, we continue to hire talent and make investments in technology, data, new product introduction, customer experience improvements, and branding that are designed to build on our competitive advantages and enable our businesses to grow as we come out of the pandemic. We don't know how long that will take, and while the promise of COVID-19 vaccinations gives us optimism, recently we see increasingly severe restrictions in many of our major markets that are impacting small business activity and our revenue. We continue to maintain flexibility in our cost structure, while at the same time increasing investment in areas we believe will generate high return on investment beyond the pandemic. We believe our financial results have been stronger through the pandemic than traditional offline competitors as a result of our diverse product portfolio and economically advantaged business model, which gives us confidence in our ability to grow as we come out of the pandemic.

Financial Summary

The primary financial metric by which we set quarterly and annual budgets both for individual businesses and Cimpres wide is our adjusted free cash flow before cash interest expense related to borrowing; however, in evaluating the financial condition and operating performance of our business, management considers a number of metrics including revenue growth, organic constant-currency revenue growth, operating income, adjusted EBITDA, cash flow from operations and adjusted free cash flow. A summary of these key financial metrics for the three and six months ended December 31, 2020 as compared to the three and six months ended December 31, 2019 follows:

Second Quarter Fiscal 2021

- Revenue decreased by 4% to \$786.1 million.
- Revenue decreased by 9% when excluding the impact of currency fluctuations and acquisitions ("organic constant-currency revenue growth," a non-GAAP financial measure).
- Operating income decreased by \$27.4 million to \$94.2 million.
- Adjusted EBITDA (a non-GAAP financial measure) decreased by \$42.1 million to \$143.4 million.

Year to Date Fiscal 2021

- Revenue decreased by 6% to \$1,372.6 million.
- Organic constant-currency revenue decreased by 10%.
- Operating income decreased by \$16.8 million to \$130.2 million.
- Adjusted EBITDA decreased by \$33.1 million to \$231.9 million.
- Cash provided by operating activities decreased by \$8.9 million to \$256.2 million.
- Adjusted free cash flow (a non-GAAP financial measure) decreased by \$0.7 million to \$212.9 million.

For the second quarter of fiscal year 2021, our revenue declined year-over-year as the COVID-19 pandemic continues to negatively impact our results. These results vary by segment because each business has different product mix and customers with unique challenges. Revenue from event-driven and some small business products continued to decline, partially offset by revenue from new products introduced in reaction to the pandemic such as face masks (about 5% of total revenue for the quarter) and consumer products in Vistaprint and BuildASign that in total grew 6% year-over-year, excluding invitations and announcements which is an event-driven category.

For the second quarter of fiscal 2021, operating income decreased by \$27.4 million, due to the gross profit decline driven by the decrease in revenue described above. Additionally, we incurred \$4.5 million of expense for pandemic-related products, most notably for disposable masks in National Pen, for which pricing and demand have dropped. The negative impact of the pandemic on demand was partially offset by variable cost controls and fixed cost savings, but the gross margin profile of our revenue mix was unfavorable compared to last year particularly in Vistaprint, and advertising and operating expenses increased with increased investments in talent and strategic projects. Operating income benefited from \$4.0 million of COVID-19-related government incentives, primarily to offset wages for manufacturing and customer service team members in countries where demand decreased but roles were maintained.

Adjusted EBITDA decreased year-over-year, primarily due to the gross profit decrease described above. Adjusted EBITDA excludes restructuring charges and share-based compensation expense, and includes the realized gains or losses on our currency derivatives intended to hedge adjusted EBITDA. The net year-over-year impact of currency on consolidated adjusted EBITDA was negative by approximately \$4.0 million.

Consolidated Results of Operations

Consolidated Revenue

Our businesses generate revenue primarily from the sale and shipment of customized manufactured products. To a much lesser extent (and primarily in our Vistaprint business) we provide digital services, website design and hosting, and email marketing services, as well as generate a small percentage of revenue from order referral fees and other third-party offerings. For additional discussion relating to segment revenue results, refer to the "Reportable Segment Results" section included below.

Total revenue and revenue growth by reportable segment for the three and six months ended December 31, 2020 and 2019 are shown in the following table:

<i>In thousands</i>	Three Months Ended December 31,			Currency Impact: (Favorable)/Unfavorable	Constant-Currency Revenue Growth (1)	Impact of Acquisitions/Divestitures: (Favorable)/Unfavorable	Constant-Currency Revenue Growth Excluding Acquisitions/Divestitures (2)
	2020	2019	% Change				
Vistaprint (3)	\$ 436,317	\$ 433,305	1%	(3)%	(2)%	(4)%	(6)%
PrintBrothers	121,806	126,617	(4)%	(7)%	(11)%	—%	(11)%
The Print Group	76,204	87,699	(13)%	(6)%	(19)%	—%	(19)%
National Pen	114,692	127,985	(10)%	(3)%	(13)%	—%	(13)%
All Other Businesses	55,365	49,774	11%	3%	14%	—%	14%
Inter-segment eliminations	(18,239)	(5,047)					
Total revenue	\$ 786,145	\$ 820,333	(4)%	(3)%	(7)%	(2)%	(9)%

<i>In thousands</i>	Six Months Ended December 31,			Currency Impact: (Favorable)/Unfavorable	Constant-Currency Revenue Growth (1)	Impact of Acquisitions/Divestitures: (Favorable)/Unfavorable	Constant-Currency Revenue Growth Excluding Acquisitions/Divestitures (2)
	2020	2019	% Change				
Vistaprint (3)	\$ 765,608	\$ 776,476	(1)%	(2)%	(3)%	(2)%	(5)%
PrintBrothers	221,918	235,907	(6)%	(6)%	(12)%	(1)%	(13)%
The Print Group	142,641	159,957	(11)%	(5)%	(16)%	—%	(16)%
National Pen	182,341	198,148	(8)%	(2)%	(10)%	—%	(10)%
All Other Businesses	98,843	92,050	7%	3%	10%	—%	10%
Inter-segment eliminations	(38,706)	(8,246)					
Total revenue	\$ 1,372,645	\$ 1,454,292	(6)%	(2)%	(8)%	(2)%	(10)%

(1) Constant-currency revenue growth, a non-GAAP financial measure, represents the change in total revenue between current and prior year periods at constant-currency exchange rates by translating all non-U.S. dollar denominated revenue generated in the current period using the prior year period's average exchange rate for each currency to the U.S. dollar. Our reportable segments-related growth is inclusive of inter-segment revenues, which are eliminated in our consolidated results.

(2) Constant-currency revenue growth excluding acquisitions/divestitures, a non-GAAP financial measure, excludes revenue results for businesses in the period in which there is no comparable year-over-year revenue. Our reportable segments-related growth is inclusive of inter-segment revenues, which are eliminated in our consolidated results.

(3) The Vistaprint segment includes revenue from our 99designs business since its acquisition date of October 1, 2020.

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

Consolidated Cost of Revenue

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

<i>In thousands</i>	Three Months Ended December 31,		Six Months Ended December 31,	
	2020	2019	2020	2019
Cost of revenue	\$ 385,979	\$ 394,018	\$ 684,823	\$ 719,683
<i>% of revenue</i>	49.1 %	48.0 %	49.9 %	49.5 %

For the three and six months ended December 31, 2020, consolidated cost of revenue decreased by \$8.0 million and \$34.9 million, respectively, due to reduced demand-dependent cost of goods sold including third-party fulfillment, material, and shipping costs which decreased across several of our segments that continued to be impacted by the COVID-19 pandemic. For the three and six months ended December 31, 2020, we realized approximately \$2.5 million and \$5.6 million, respectively, of wage offset benefits from government incentives in locations where demand decreased materially but roles were maintained. These decreases were partially offset by \$4.5 million and \$5.5 million of expense during the three and six months ended December 31, 2020, respectively, related to losses associated with the decline in market demand and pricing for disposable masks.

Consolidated Operating Expenses

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

<i>In thousands</i>	Three Months Ended December 31,			Six Months Ended December 31,		
	2020	2019	2020 vs. 2019	2020	2019	2020 vs. 2019
Technology and development expense	\$ 65,036	\$ 64,427	1%	\$ 123,525	\$ 127,594	(3)%
<i>% of revenue</i>	8.3 %	7.9 %		9.0 %	8.8 %	
Marketing and selling expense	\$ 182,322	\$ 173,336	5%	\$ 320,472	\$ 334,253	(4)%
<i>% of revenue</i>	23.2 %	21.1 %		23.3 %	23.0 %	
General and administrative expense	\$ 42,979	\$ 51,910	(17)%	\$ 84,791	\$ 95,533	(11)%
<i>% of revenue</i>	5.5 %	6.3 %		6.2 %	6.6 %	
Amortization of acquired intangible assets	\$ 13,453	\$ 13,150	2%	\$ 26,758	\$ 26,168	2%
<i>% of revenue</i>	1.7 %	1.6 %		1.9 %	1.8 %	
Restructuring expense	\$ 2,182	\$ 1,897	15%	\$ 2,096	\$ 4,087	(49)%
<i>% of revenue</i>	0.3 %	0.2 %		0.2 %	0.3 %	

Technology and development expense

Technology and development expense consists primarily of payroll and related expenses for employees engaged in software and manufacturing engineering, information technology operations and content development, as well as amortization of capitalized software and website development costs, including hosting of our websites, asset depreciation, patent amortization, 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.

Technology and development expenses increased by \$0.6 million for the three months ended December 31, 2020 and decreased by \$4.1 million for the six months ended December 31, 2020, as compared to the prior comparative periods. The increase for the second quarter of fiscal 2021 was due to fluctuations in currency exchange rates. Both periods benefited from decreases in costs from our fiscal 2020 reorganization of our central technology and Vistaprint teams as well as continued reductions in discretionary spend including travel and training expenses.

Marketing and selling expense

Marketing and selling expense consists primarily of advertising and promotional costs; payroll and related expenses for our employees engaged in marketing, sales, customer support and public relations activities; direct-mail advertising costs; and third-party payment processing fees. Our Vistaprint, National Pen and BuildASign businesses have higher marketing and selling costs as a percentage of revenue as compared to our PrintBrothers and The Print Group businesses.

Our marketing and selling expenses during the three months ended December 31, 2020 increased by \$9.0 million as compared to the prior comparative period, driven primarily by increased spend in our Vistaprint business due to further expanded return on advertising spend targets, as well as increased brand sponsorships and upper-funnel advertising investment along with associated agency fees. These increases were partially offset by reductions in advertising across several of our other businesses as they continue to control advertising spend levels in line with demand.

For the six months ended December 31, 2020, marketing and selling expenses decreased by \$13.8 million, as compared to the prior year. The decrease from the prior comparative period is primarily due to the year-over-year reduction in advertising spend in our Vistaprint business, which is partially offset by progressive increases in upper-funnel advertising investments. We also recognized a decrease in marketing costs in our National Pen business of \$7.9 million, primarily due to pandemic-related initiatives to lower costs, which included reductions to direct mail prospecting activities and cost savings from initiatives intended to reduce costs in service centers.

General and administrative expense

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

For the three and six months ended December 31, 2020, general and administrative expenses decreased by \$8.9 million and \$10.7 million, respectively, as compared to the prior comparative periods, primarily due to lower professional fees as a result of the non-recurrence of costs related to strategic projects in our Vistaprint business, as well as the Cimpress' cross-border merger to Ireland in fiscal year 2020. For both periods, we also realized lower share-based compensation costs and discretionary spend.

Amortization of acquired intangible assets

Amortization of acquired intangible assets consists of amortization expense associated with separately identifiable intangible assets capitalized as part of our acquisitions, including customer relationships, trade names, developed technologies, print networks, and customer and referral networks.

Amortization of acquired intangible assets increased by \$0.3 million and \$0.6 million for the three and six months ended December 31, 2020, respectively as compared to the three and six months ended December 31, 2019. The increase is driven by the acquisition of 99designs, as discussed in Note 7 in our accompanying consolidated financial statements, partially offset by the reduction of amortization expense in our BuildASign business as certain intangible assets became fully amortized during the current quarter.

Restructuring expense

Restructuring expense consists of costs directly incurred as a result of restructuring initiatives, and includes employee-related termination costs, third party professional fees and facility exit costs.

During the three and six months ended December 31, 2020, we recognized restructuring expense of \$2.2 million and \$2.1 million, respectively, due to actions taken in The Print Group reportable segment which are intended to streamline certain activities within the segment. We recognized restructuring expense of \$1.9 million and \$4.1 million, respectively in the three and six months ended December 31, 2019 due to prior year actions taken in our Vistaprint business.

Other Consolidated Results

Other (expense) income, net

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

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

<i>In thousands</i>	Three Months Ended December 31,		Six Months Ended December 31,	
	2020	2019	2020	2019
(Losses) gains on derivatives not designated as hedging instruments	\$ (19,020)	\$ (11,666)	\$ (32,515)	\$ 7,691
Currency-related gains (losses), net	1,809	2,645	5,884	(767)
Other gains (losses)	13	(19)	679	(290)
Total other (expense) income, net	<u>\$ (17,198)</u>	<u>\$ (9,040)</u>	<u>\$ (25,952)</u>	<u>\$ 6,634</u>

The decrease in other (expense) income, net was primarily due to the currency exchange rate volatility impacting our derivatives that are not designated as hedging instruments, of which our Euro and British Pound contracts are the most significant exposures that we economically hedge. We expect volatility to continue in future periods, as we do not apply hedge accounting for most of our derivative currency contracts.

We also experienced currency-related gains due to currency exchange rate volatility on our non-functional currency intercompany relationships, which we may alter from time to time. The impact of certain cross-currency swap contracts designated as cash flow hedges is included in our currency-related gains (losses), net, offsetting the impact of certain non-functional currency intercompany relationships.

Interest expense, net

Interest expense, net primarily consists of interest paid on outstanding debt balances, amortization of debt issuance costs, debt discounts, interest related to finance lease obligations and realized gains (losses) on effective interest rate swap contracts and certain cross-currency swap contracts.

Interest expense, net increased by \$14.4 million and \$29.9 million during the three and six months ended December 31, 2020, as compared to the prior comparable periods. This is primarily due to the additional \$200.0 million offering of our 7% senior unsecured notes in February 2020 and issuance of our \$300.0 million 12% second lien notes in May 2020.

Income tax expense

<i>In thousands</i>	Three Months Ended December 31,		Six Months Ended December 31,	
	2020	2019	2020	2019
Income tax expense (benefit)	\$ 12,954	\$ (93,795)	\$ 19,748	\$ (87,680)
Effective tax rate	27.6 %	(96.8)%	45.3 %	(71.4)%

Income tax expense for the three and six months ended December 31, 2020 increased as compared to the prior year primarily attributable to the discrete tax benefit of \$114.1 million related to Swiss Tax Reform recorded in the three months ended December 31, 2019. Excluding this benefit, tax expense would have decreased, primarily attributable to decreased pre-tax income for the three and six months ended December 31, 2020 as compared to the same prior year periods. Excluding the effect of discrete tax adjustments, our estimated annual effective tax rate is higher for fiscal 2021 as compared to fiscal 2020 primarily due to increased non-deductible interest expense. Our effective tax rate continues to be negatively impacted by losses in certain jurisdictions where we are unable to recognize a tax benefit in the current period.

We believe that our income tax reserves are adequately maintained by taking into consideration both the technical merits of our tax return positions and ongoing developments in our income tax audits. However, the final determination of our tax return positions, if audited, is uncertain and therefore there is a possibility that final resolution of these matters could have a material impact on our results of operations or cash flows. Refer to Note 10 in our accompanying consolidated financial statements for additional discussion.

Reportable Segment Results

Our segment financial performance is measured based on segment EBITDA, which is defined as operating income plus depreciation and amortization; plus share-based compensation expense related to investment consideration; plus earn-out related charges; plus certain impairments; plus restructuring related charges; less gain on purchase or sale of subsidiaries.

Vistaprint

<i>In thousands</i>	Three Months Ended December 31,			Six Months Ended December 31,		
	2020	2019	2020 vs. 2019	2020	2019	2020 vs. 2019
Reported Revenue	\$ 436,317	\$ 433,305	1%	\$ 765,608	\$ 776,476	(1)%
Segment EBITDA	112,331	138,858	(19)%	202,488	226,161	(10)%
% of revenue	26 %	32 %		26 %	29 %	

Segment Revenue

Vistaprint's reported revenue decline for the three and six months ended December 31, 2020 was positively affected by currency impacts of 3% and 2%, respectively. When excluding the benefit from the recent acquisition of 99designs, Vistaprint's organic constant-currency revenue decline was 6% for the three months ended December 31, 2020 and 5% for the six months ended December 31, 2020. The revenue decline was primarily driven by the impact of the pandemic on customer demand, partially offset by the sale of pandemic-related products, such as face masks. During the second quarter of fiscal 2021, heightened pandemic-related restrictions in certain countries negatively impacted revenue for some business products and event-related consumer products like invitations and announcements, while Vistaprint delivered growth in photo products and other holiday products.

Segment Profitability

For the three and six months ended December 31, 2020, the decrease to Vistaprint's segment EBITDA was primarily due to a decline in gross profit driven by the revenue decrease described above, as well as a revenue mix shift to lower margin products during the second quarter of fiscal 2021. This was combined with increased investment in advertising which included expanded return on advertising spend targets and progressive increases in upper-funnel advertising investments (including related agency fees) and brand-based sponsorships. Additionally, an increase in operating expenses was driven by continued hiring and increased spend related to customer experience, partially offset by technology savings from our fiscal 2020 restructuring and reduced spend for consulting projects compared to the prior year periods. For the three and six months ended December 31, 2020, Vistaprint received \$2.4 million and \$4.9 million, respectively in government incentives to offset wages in locations where demand decreased materially but roles were maintained. Vistaprint's segment EBITDA was positively impacted by currency movements for both periods presented.

PrintBrothers

<i>In thousands</i>	Three Months Ended December 31,			Six Months Ended December 31,		
	2020	2019	2020 vs. 2019	2020	2019	2020 vs. 2019
Reported Revenue	\$ 121,806	\$ 126,617	(4)%	\$ 221,918	\$ 235,907	(6)%
Segment EBITDA	16,457	16,459	—%	26,172	27,236	(4)%
% of revenue	14 %	13 %		12 %	12 %	

Segment Revenue

PrintBrothers' reported revenue decline for the three and six months ended December 31, 2020 was positively affected by currency impacts of 7% and 6%, respectively, resulting in a constant-currency revenue decline, excluding the impact of acquisitions, of 11% and 13%, respectively. The revenue decline was due to impacts from COVID-19, as the pandemic continued to have a negative effect on demand in the quarter, though less so than our upload and print businesses serving southern European and UK markets.

Segment Profitability

PrintBrothers' segment EBITDA decreased slightly during the three and six months ended December 31, 2020 as compared to the prior comparative periods, due primarily to the revenue declines described above. A portion of the decline in segment EBITDA driven by the revenue decline was partially offset by discretionary cost controls and government incentive program benefits of \$0.9 million and \$1.8 million for the three and six months ended December 2020, respectively. PrintBrothers' segment EBITDA was positively impacted by currency movements for both periods presented.

The Print Group

<i>In thousands</i>	Three Months Ended December 31,			Six Months Ended December 31,		
	2020	2019	2020 vs. 2019	2020	2019	2020 vs. 2019
Reported Revenue	\$ 76,204	\$ 87,699	(13)%	\$ 142,641	\$ 159,957	(11)%
Segment EBITDA	12,569	18,105	(31)%	24,752	31,739	(22)%
% of revenue	16 %	21 %		17 %	20 %	

Segment Revenue

The Print Group's reported revenue decline for the three and six months ended December 31, 2020 was positively affected by currency impacts of 6% and 5%, respectively, resulting in a decrease in revenue on a constant-currency basis of 19% and 16%, respectively. The revenue decline was due to impacts from the COVID-19 pandemic as these trends worsened when compared to the first quarter of fiscal year 2021, due to new lockdowns in the geographies that these businesses serve. These businesses benefited from the introduction of new products relevant to the pandemic and leveraged by other Cimpres businesses in Europe, which increased inter-segment sales that are included in segment results but eliminated at the consolidated level.

Segment Profitability

The Print Group's segment EBITDA decreased during the three and six months ended December 31, 2020, as compared to the prior comparative periods, primarily driven by the revenue decline described above. This was partially offset by discretionary cost controls, benefits from government incentives totaling \$0.7 million and \$1.3 million, respectively, and efficiency gains from leveraging our mass customization platform to shift production to lower-cost sources. The Print Group's segment EBITDA was positively impacted by currency movements for both periods presented.

National Pen

In thousands

	Three Months Ended December 31,			Six Months Ended December 31,		
	2020	2019	2020 vs. 2019	2020	2019	2020 vs. 2019
Reported Revenue	\$ 114,692	\$ 127,985	(10)%	\$ 182,341	\$ 198,148	(8)%
Segment EBITDA	18,728	28,099	(33)%	8,057	18,249	(56)%
% of revenue	16 %	22 %		4 %	9 %	

Segment Revenue

National Pen's reported revenue decrease for the three and six months ended December 31, 2020 was positively affected by currency impacts of 3% and 2%, respectively, resulting in constant-currency revenue decline of 13% and 10%, respectively. This performance is slightly worse than year-over-year revenue results during the first quarter of fiscal year 2021, but still significantly better than the results during the height of pandemic impact in the fourth quarter of fiscal year 2020. National Pen executed well on its holiday peak in light of the pandemic, but revenue was muted compared to last year. National Pen's sales to larger businesses continue to be negatively impacted due to cancelled trade shows and other large-scale events. Product sales to other Cimpress businesses continued to supplement some of the lost volume from lower demand.

Segment Profitability

The decrease in National Pen's segment EBITDA for the three and six months ended December 31, 2020 was due to the revenue decline described above. The impacts of lower revenue on National Pen's fixed cost base negatively impacted profitability this quarter in comparison to the year ago periods, partially offset by reduced variable cost, advertising and discretionary spend. National Pen was negatively impacted by the sale of disposable masks at a loss, as well as the recognition of an inventory reserves to reduce the carrying value of all remaining disposable masks held in inventory to current market prices of \$4.4 million and \$5.4 million, respectively, for the three and six months ended December 31, 2020. National Pen's segment EBITDA was positively impacted by currency movements for both periods presented.

All Other Businesses

In thousands

	Three Months Ended December 31,			Six Months Ended December 31,		
	2020	2019	2020 vs. 2019	2020	2019	2020 vs. 2019
Reported Revenue (1)	\$ 55,365	\$ 49,774	11%	\$ 98,843	\$ 92,050	7%
Segment EBITDA (1)	10,657	3,668	191%	19,266	5,385	258%
% of revenue	19 %	7 %		19 %	6 %	

(1) Our All Other Businesses segment includes the results of our VIDA acquisition from July 2, 2018 through the divestiture date of April 10, 2020.

This segment consists of BuildASign, which is a larger and profitable business, and two small, rapidly evolving early-stage businesses through which Cimpress is expanding to new markets. These early-stage businesses continue to have operating losses as previously described and as planned.

Segment Revenue

All Other Businesses' constant-currency revenue excluding the impact of acquisitions increased by 14% and 10% for the three and six months ended December 31, 2020, respectively. This was primarily driven by continued growth at BuildASign, whose home décor and pandemic-focused signage products continued to generate strong results. In addition, the business benefited from higher volumes of political signage in comparison to the prior year due to the 2020 election season in the United States. BuildASign's strong stand-alone execution is compounded by the business increasingly leveraging our mass customization platform to drive new product introduction and improve customer experience. Revenue also grew year-over-year in our smaller Printi and YSD businesses.

Segment Profitability

Within the All Other Businesses segment, each business improved its profitability for the three and six months ended December 31, 2020 as compared to the comparable periods, with the overall improvement primarily driven by revenue growth and advertising efficiency in BuildASign. Printi and YSD reduced losses through revenue growth and improved efficiency. Our divestiture of loss-making VIDA in the fourth quarter of fiscal year 2020 also contributed to year-over-year profit improvements in the second quarter.

Central and Corporate Costs

Central and corporate costs consist primarily of the team of software engineers that is building our mass customization platform; shared service organizations such as global procurement; technology services such as hosting and security; administrative costs of our Cimpres India offices where numerous Cimpres businesses have dedicated business-specific team members; and corporate functions including our Board of Directors, CEO, and the team members necessary for managing corporate activities, such as treasury, tax, capital allocation, financial consolidation, internal audit and legal. These costs also include certain unallocated share-based compensation costs.

Central and corporate costs decreased by \$7.4 million and \$10.1 million during the three and six months ended December 31, 2020, respectively, as compared to the prior year periods, due to lower professional fees, share-based compensation expense and discretionary spend, including travel and training costs.

Liquidity and Capital Resources

Consolidated Statements of Cash Flows Data

In thousands

	Six Months Ended December 31,	
	2020	2019
Net cash provided by operating activities	\$ 256,168	\$ 265,097
Net cash used in investing activities	(76,677)	(53,816)
Net cash used in financing activities	(191,754)	(207,390)

At December 31, 2020, we had \$36.9 million of cash and cash equivalents and \$1,315.4 million of debt, excluding debt issuance costs, and debt premiums and discounts. Under the terms of our April 28, 2020 credit facility amendment, we are required to use cash balances in excess of \$100.0 million, if any, to repay the revolving loans under our senior secured credit facility.

The cash flows during the six months ended December 31, 2020 related primarily to the following items:

Cash inflows:

- Net income of \$23.8 million
- Adjustments for non-cash items of \$136.3 million primarily related to positive adjustments for depreciation and amortization of \$85.9 million, share-based compensation costs of \$13.5 million and unrealized currency-related losses of \$29.4 million
- The changes in operating assets and liabilities were a source of cash during the period, driven by increases in accounts payable and accrued expenses, largely driven by our seasonally strong second quarter

Cash outflows:

- Payments of debt of \$171.5 million, net of borrowings and inclusive of debt issuance costs
- Acquisition of 99designs for \$36.4 million, net of cash acquired and excluding the deferred payment and post-closing adjustment that are payable February 15, 2022
- Internal and external costs of \$26.4 million for software and website development that we have capitalized

- Capital expenditures of \$16.8 million of which the majority related to the purchase of manufacturing and automation equipment for our production facilities and computer and office equipment
- Payment of withholding taxes in connection with share awards of \$5.6 million
- Purchase of noncontrolling interest of \$5.1 million and distribution to noncontrolling interest holders of \$4.6 million
- Payments for finance lease arrangements of \$3.3 million

Additional Liquidity and Capital Resources Information. During the six months ended December 31, 2020, we financed our operations and strategic investments through internally generated cash flows from operations and debt financing. As of December 31, 2020, a portion of our cash and cash equivalents were held by our subsidiaries, and undistributed earnings of our subsidiaries that are considered to be indefinitely reinvested were \$40.4 million. We do not intend to repatriate these funds as the cash and cash equivalent balances are generally used and available, without legal restrictions, to fund ordinary business operations and investments of the respective subsidiaries. If there is a change in the future, the repatriation of undistributed earnings from certain subsidiaries, in the form of dividends or otherwise, could have tax consequences that could result in material cash outflows.

We have historically allocated a material amount of capital to purchases of our ordinary shares and corporate acquisitions. The April 2020 amendment to our credit facility prohibits us from repurchasing our shares and limits acquisitions for the period in which the financial maintenance covenants associated with our senior secured credit facility are suspended.

Debt. As of December 31, 2020, we had aggregate loan commitments from our senior secured credit facility totaling \$994.4 million. The loan commitments consisted of revolving loan borrowings of \$260.0 million and term loans of \$144.4 million. We have other financial obligations that constitute additional indebtedness based on the definitions within the credit facility. As of December 31, 2020, the amount available for borrowing under our senior secured credit facility was as follows:

In thousands

	<u>December 31, 2020</u>
Maximum aggregate available for borrowing	\$ 994,375
Outstanding borrowings of senior secured credit facility	(404,375)
Remaining amount	590,000
Limitations to borrowing due to debt covenants and other obligations (1)	(4,950)
Amount available for borrowing as of December 31, 2020 (2)	<u>\$ 585,050</u>

(1) As of December 31, 2020, our pre-existing financial maintenance covenants are suspended and we are in compliance with the new restrictions in place, with the primary maintenance covenant during the suspension period that we must maintain liquidity above \$50.0 million. Refer to Note 9 in our accompanying consolidated financial statements for further description of the restrictions in place during the covenant suspension period.

(2) Share purchases, dividend payments, and corporate acquisitions are subject to more restrictive covenants, and therefore we may not be able to use the full amount available for borrowing for these purposes.

Debt Covenants. The April 2020 amendment to our senior secured facility suspended our pre-existing financial maintenance covenants until December 31, 2021, including the total and senior secured leverage covenants and interest coverage ratio covenant. Refer to Note 9 in our accompanying consolidated financial statements for additional information.

Other Debt. Other debt primarily consists of term loans acquired through our various acquisitions or used to fund certain capital investments. As of December 31, 2020, we had \$11.0 million outstanding for other debt payable through March 2025.

Contractual Obligations

Contractual obligations at December 31, 2020 are as follows:

In thousands	Payments Due by Period				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
Operating leases, net of subleases (1) (2)	\$ 154,721	\$ 37,085	\$ 54,324	\$ 33,877	\$ 29,435
Purchase commitments	226,290	121,172	89,243	15,875	—
Senior unsecured notes and interest payments	831,000	42,000	84,000	84,000	621,000
Second lien notes and interest payments	462,000	36,000	72,000	354,000	—
Other debt and interest payments (3)	520,394	51,548	88,050	380,796	—
Finance leases, net of subleases (1)	20,304	6,729	9,651	3,123	801
Other	45,369	943	44,426	—	—
Total (4)	<u>\$ 2,260,078</u>	<u>\$ 295,477</u>	<u>\$ 441,694</u>	<u>\$ 871,671</u>	<u>\$ 651,236</u>

- (1) Operating and finance lease payments included above include only amounts which are fixed under lease agreements. Our leases may also incur variable expenses, which are not included in these payments.
- (2) On January 6, 2021, we amended our Waltham lease agreement to reduce the amount of space leased. As part of the agreement, we will pay \$8.8 million in two equal installments, which includes both an early termination penalty and the rent we would have otherwise paid for the terminated space through June 30, 2021. We have separately entered into a lease agreement for a new office space in Waltham, Massachusetts, which will commence on June 1, 2021. The amended lease terms, combined with the new lease agreement, will result in a reduction to total lease commitments of \$47.5 million, exclusive of the termination penalty. Refer to Note 13 in our accompanying consolidated financial statements for additional details.
- (3) Other debt and interest payments include the effects of interest rate swaps, whether they are expected to be payments or receipts of cash. We have excluded the effect of interest rate swaps of \$0.6 million within the more than five years category above as that period extends beyond the term of our debt and the interest rate swaps do not yet offset contractual interest payments.
- (4) We may be required to make cash outlays related to our uncertain tax positions. However, due to the uncertainty of the timing of future cash flows associated with our uncertain tax positions, we are unable to make reasonably reliable estimates of the period of cash settlement, if any, with the respective taxing authorities. Accordingly, uncertain tax positions of \$8.1 million as of December 31, 2020 have been excluded from the contractual obligations table above. For further information on uncertain tax positions, see Note 9 in our accompanying consolidated financial statements for additional details.

Operating Leases. We rent office space under operating leases expiring on various dates through 2034. The terms of certain lease agreements require security deposits in the form of bank guarantees and letters of credit in the amount of \$2.1 million.

Purchase Commitments. At December 31, 2020, we had unrecorded commitments under contract of \$226.3 million. Purchase commitments consisted of third-party web services of \$97.6 million, production and computer equipment purchases of \$24.9 million, inventory and third-party fulfillment purchase commitments of \$18.4 million, advertising of \$17.8 million, commitments for professional and consulting fees of \$8.4 million and other unrecorded purchase commitments of \$59.2 million.

Senior Unsecured Notes and Interest Payments. Our senior unsecured notes due 2026 bear interest at a rate of 7.0% per annum and mature on June 15, 2026. Interest on the notes is payable semi-annually on June 15 and December 15 of each year and has been included in the table above.

Second Lien Notes and Interest Payments. Our senior secured notes due 2025 bear interest at a rate of 12.0% per annum and mature on May 15, 2025. Interest on the notes is payable semi-annually on May 15 and November 15 of each year and has been included in the table above. At our option, we may elect to pay interest on up to 50.0% of the then outstanding principal amount of the notes as paid-in-kind and applied to the outstanding principal balance of the notes.

Other Debt and Interest Payments. At December 31, 2020, the term loans of \$144.4 million outstanding under our credit agreement had repayments due on various dates through November 15, 2024, with the revolving loans outstanding under our \$260.0 million revolving credit facility due on November 15, 2024. Interest payable included in this table is based on the interest rate as of December 31, 2020, and assumes all LIBOR-based revolving loan amounts outstanding will not be paid until maturity, but that the term loan amortization payments will

be made according to our defined schedule and all Prime rate based revolving loan amounts will be paid within a year. Interest payable includes the estimated impact of our interest rate swap agreements.

In addition, we have other debt which consists primarily of term loans acquired through our various acquisitions or used to fund certain capital investments, and as of December 31, 2020 we had \$11.0 million outstanding for those obligations that have repayments due on various dates through March 2025.

Finance Leases. We lease certain machinery and plant equipment under finance lease agreements that expire at various dates through 2027. The aggregate carrying value of the leased equipment under finance leases included in property, plant and equipment, net in our consolidated balance sheet at December 31, 2020, is \$60.5 million, net of accumulated depreciation of \$41.6 million. The present value of lease installments not yet due included in other current liabilities and other liabilities in our consolidated balance sheet at December 31, 2020 amounts to \$24.9 million.

Other Obligations. Other obligations include deferred payments related to previous acquisitions of \$45.4 million in the aggregate. This balance includes the deferred payment related to the 99designs acquisition totaling \$43.7 million. Refer to Note 7 in our accompanying consolidated financial statements for additional details.

Additional Non-GAAP Financial Measures

Adjusted EBITDA and adjusted free cash flow presented below, and constant-currency revenue growth and constant-currency revenue growth excluding acquisitions/divestitures presented in the consolidated results of operations section above, are supplemental measures of our performance that are not required by, or presented in accordance with, GAAP. Adjusted EBITDA is defined as GAAP operating income plus depreciation and amortization plus share-based compensation expense plus proceeds from insurance plus earn-out related charges plus certain impairments plus restructuring related charges plus realized gains or losses on currency derivatives less interest expense related to our Waltham, Massachusetts office lease less gain on purchase or sale of subsidiaries.

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

Adjusted free cash flow is the primary financial metric by which we set quarterly and annual budgets both for individual businesses and Cimpress-wide. Adjusted free cash flow is defined as net cash provided by operating activities less purchases of property, plant and equipment, purchases of intangible assets not related to acquisitions, and capitalization of software and website development costs that are included in net cash used in investing activities, plus the payment of contingent consideration in excess of acquisition-date fair value and gains on proceeds from insurance that are included in net cash provided by operating activities, if any. We use this cash flow metric because we believe that this methodology can provide useful supplemental information to help investors better understand our ability to generate cash flow after considering certain investments required to maintain or grow our business, as well as eliminate the impact of certain cash flow items presented as operating cash flows that we do not believe reflect the cash flow generated by the underlying business.

Our adjusted free cash flow measure has limitations as it may omit certain components of the overall cash flow statement and does not represent the residual cash flow available for discretionary expenditures. For example, adjusted free cash flow does not incorporate our cash payments to reduce the principal portion of our debt or cash payments for business acquisitions. Additionally, the mix of property, plant and equipment purchases that we choose to finance may change over time. We believe it is important to view our adjusted free cash flow measure only as a complement to our entire consolidated statement of cash flows.

The table below sets forth operating income and adjusted EBITDA for the three and six months ended December 31, 2020 and 2019:

<i>In thousands</i>	Three Months Ended December 31,		Six Months Ended December 31,	
	2020	2019	2020	2019
GAAP operating income	\$ 94,194	\$ 121,595	\$ 130,180	\$ 146,974
Exclude expense (benefit) impact of:				
Depreciation and amortization	43,597	42,356	85,887	84,891
Share-based compensation expense (1)	5,243	8,325	13,526	13,075
Certain impairments and other adjustments	(215)	936	568	760
Restructuring-related charges	2,182	1,897	2,096	4,087
Realized (losses) gains on currency derivatives not included in operating income	(1,578)	10,408	(361)	15,246
Adjusted EBITDA	\$ 143,423	\$ 185,517	\$ 231,896	\$ 265,033

(1) The adjustment for share-based compensation expense excludes the portion of share-based compensation expense included in restructuring related charges, if any, to avoid double counting.

The table below sets forth net cash provided by operating activities and adjusted free cash flow for the three and six months ended December 31, 2020 and 2019:

<i>In thousands</i>	Six Months Ended December 31,	
	2020	2019
Net cash provided by operating activities	\$ 256,168	\$ 265,097
Purchases of property, plant and equipment	(16,790)	(28,094)
Capitalization of software and website development costs	(26,445)	(23,417)
Adjusted free cash flow	\$ 212,933	\$ 213,586

Item 3. Quantitative and Qualitative Disclosures About Market Risk

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

As of December 31, 2020, our cash and cash equivalents consisted of standard depository accounts which are held for working capital purposes. We do not believe we have a material exposure to interest rate fluctuations related to our cash and cash equivalents.

As of December 31, 2020, we had \$404.4 million of variable-rate debt. As a result, we have exposure to market risk for changes in interest rates related to these obligations. In order to mitigate our exposure to interest rate changes related to our variable rate debt, we execute interest rate swap contracts to fix the interest rate on a portion of our outstanding or forecasted long-term debt with varying maturities. As of December 31, 2020, a hypothetical 100 basis point increase in rates, inclusive of our outstanding interest rate swaps, would result in an immaterial impact to interest expense over the next 12 months.

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

- *Translation of our non-U.S. dollar revenues and expenses:* Revenue and related expenses generated in currencies other than the U.S. dollar could result in higher or lower net 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 and non-GAAP financial metrics, such as adjusted EBITDA.

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

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

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

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

- *Remeasurement of monetary assets and liabilities:* Transaction gains and losses generated from remeasurement of monetary assets and liabilities denominated in currencies other than the functional currency of a subsidiary are included in other (expense) income, net on the consolidated statements of operations. Certain of our subsidiaries hold intercompany loans denominated in a currency other than their functional currency. Due to the significance of these balances, the revaluation of intercompany loans can have a material impact on other (expense) income, net. We expect these impacts may be volatile in the

future, although our largest intercompany loans do not have a U.S. dollar cash impact for the consolidated group because they are either 1) U.S. dollar loans or 2) we elect to hedge certain non-U.S. dollar loans with cross-currency swaps. A hypothetical 10% change in currency exchange rates was applied to total net monetary assets denominated in currencies other than the functional currencies at the balance sheet dates to compute the impact these changes would have had on our income before taxes in the near term. The balances are inclusive of the notional value of any cross-currency swaps designated as cash flow hedges. A hypothetical decrease in exchange rates of 10% against the functional currency of our subsidiaries would have resulted in a decrease of \$0.9 million and an increase of \$14.2 million on our income before income taxes for the three months ended December 31, 2020 and 2019, respectively.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

Our management, with the participation of our chief executive officer and chief financial officer, evaluated the effectiveness of our disclosure controls and procedures as of December 31, 2020. The term “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, or the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company’s management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on the evaluation of our disclosure controls and procedures as of December 31, 2020, our chief executive officer and chief financial officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control Over Financial Reporting

There were no significant changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the three months ended December 31, 2020 that materially affected, 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 Item 1 of Part I, "Financial Statements - Note 13 — Commitments and Contingencies," in the accompanying notes to the consolidated financial statements included in this Report.

Item 1A. Risk Factors

There have been no material changes with respect to the risk factors we disclosed in our Form 10-K for the fiscal year ended June 30, 2020 and our Form 10-Q for the fiscal quarter ended September 30, 2020.

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

On November 25, 2019, we announced that our Board had authorized us to repurchase up to 5,500,000 of our issued and outstanding ordinary shares on the open market (including block trades), through privately negotiated transactions, or in one or more self-tender offers. This repurchase program expires on May 22, 2021, and we may suspend or discontinue our share repurchases at any time.

On April 28, 2020, we entered into an amendment to our senior secured credit agreement, which suspended our financial maintenance covenants in addition to prohibiting us from repurchasing shares during the suspension period. Refer to Note 9 for additional information. We did not purchase any of our ordinary shares during the three months ended December 31, 2020.

Item 6. Exhibits, Financial Statement Schedules

Exhibit No.	Description
10.1	2020 Equity Incentive Plan is incorporated by reference to our Current Report on Form 8-K filed with the SEC on November 30, 2020
10.2	Form of Restricted Share Unit Agreement under our 2020 Equity Incentive Plan
10.3	Form of Performance Share Unit Agreement for employees and executives under our 2020 Equity Incentive Plan
10.4	Form of Performance Share Unit Agreement for our Chief Executive Officer under our 2020 Equity Incentive Plan
10.5	Form of Performance Share Unit Agreement for our Board of Directors under our 2020 Equity Incentive Plan
31.1	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, Rule 13a-14(a)/15d-14(a), by Chief Executive Officer
31.2	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, Rule 13a-14(a)/15d-14(a), by Chief Financial Officer
32.1	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, by Chief Executive Officer and Chief Financial Officer
101	The following materials from this Quarterly Report on Form 10-Q, formatted in Inline Extensible Business Reporting Language (iXBRL): (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Operations, (iii) Statements of Shareholder's Equity, (iv) Consolidated Statements of Cash Flows and (v) Notes to Condensed Consolidated Financial Statements.
104	Cover Page Interactive Data File (formatted as iXBRL and contained in Exhibit 101)

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.

January 28, 2021

Cimpres plc

By: _____ /s/ Sean E. Quinn
Sean E. Quinn
Chief Financial Officer
(Principal Financial and Accounting Officer)

[Form of]
2020 Equity Incentive Plan
Performance Share Unit Agreement

1. **Grant of Award.** This Agreement evidences the grant by Cimpress plc, an Irish public limited company (the “*Company*”), on [date] to [name] (the “*Participant*”) of [number] performance share units (the “*PSUs*”) on the terms of this Agreement and the Company’s 2020 Equity Incentive Plan (the “*Plan*”). Each PSU represents a right to receive between 0 and 2.5 ordinary shares of the Company, €0.01 nominal value per share (the “*Shares*”), upon the satisfaction of both (A) service-based vesting as described in Section 2 below and (B) performance conditions relating to the compound annual growth rate (“*CAGR*”) of the three-year moving average daily price per Share (“*3YMA*”) as described in Section 3 below. The issuance of Shares to the Participant pursuant to a PSU upon satisfaction of both the service-based condition and the performance condition described in this Agreement is a “*Performance Dependent Issuance*.”

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. All references to the “*Company*” throughout this Agreement include Cimpress plc and all current and future parents and subsidiaries of Cimpress plc, and if the Participant is employed by a parent or subsidiary of Cimpress plc, then 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.

2. **Service-Based Vesting.**

(a) **Vesting Schedule.** Throughout this Agreement, the term “*vest*” refers only to the satisfaction of the service-based condition described in this Section 2 and does not refer to the performance condition, the satisfaction of which is necessary for a Performance Dependent Issuance. Subject to the terms and conditions of this award, the PSUs vest as to [vesting schedule], so long as, at the time any PSUs vest, the Participant is, and has been at all times since the date in Section 1 above on which the PSUs were granted, an “*Eligible Participant*,” which is defined as 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*”).

(b) **Forfeiture of Unvested PSUs.** If for any reason the Participant ceases to be an Eligible Participant, then the vesting of PSUs ceases and the Participant has no further rights with respect to any unvested PSUs, but except as set forth in Section 2(c) below, the Participant retains the PSUs that have vested as of the last day on which they were an Eligible Participant. The Participant expressly accepts and agrees that any termination of their relationship with the Company for any reason whatsoever (including without limitation unfair or objective dismissal, permanent disability, death, resignation or desistance) automatically means the forfeiture of all of their unvested PSUs, with no compensation whatsoever. The Participant acknowledges and accepts that this is an essential condition of this Agreement and expressly agrees to this condition.

(c) **Forfeiture of Vested PSUs.** The Participant expressly accepts and agrees that if the Participant’s status as an Eligible Participant is terminated for Cause, then all of the Participant’s PSUs, whether vested or unvested, are automatically forfeited with no compensation whatsoever, and the Participant has no further rights with respect to any PSUs hereunder. The Participant acknowledges and accepts that this is an essential condition of this Agreement and expressly agrees to this condition. For purposes of this Agreement and to the extent permitted under applicable law, “*Cause*” means the Participant’s (i) willful failure to substantially perform their duties (other than any such failure resulting

from incapacity due to physical or mental illness), (ii) willful misconduct or gross negligence related to their employment with the Company, (iii) commission of any crime involving harassment, moral turpitude, fraud, misappropriation or embezzlement, (iv) breach of this Agreement or any confidentiality or restrictive covenant agreement with the Company, (v) failure to comply with any material provision of any written policy or rule of the Company, as may be in effect from time to time, or (vi) engagement in any act or failure to act that is so serious in its nature or extent that it breaks the purpose of the employment relationship and legally deprives the Participant of any right to notice and/or indemnification for dismissal.

3. Performance Conditions.

(a) Baseline and Measurements. The “**Baseline Share Price**” for this award is [share price], which is [calculation methodology] on [date] (the “**Baseline Date**”). At each of the [] through [] anniversaries of the Baseline Date (each such date a “**Measurement Date**”) until such time as a Performance Dependent Issuance is triggered for this PSU award, the Company shall measure the 3YMA as of such Measurement Date and calculate the CAGR relative to the Baseline Share Price as set forth in this Section 3.

(b) Performance Condition for Years []. If on a Measurement Date the CAGR of the 3YMA as of such Measurement Date, relative to the Baseline Share Price, equals or exceeds the minimum CAGR for such Measurement Date set forth in Table 1 on Schedule A hereto, then a Performance Dependent Issuance is triggered, and the Company shall issue to the Participant in accordance with Section 4 below the number of Shares determined by multiplying the number of vested PSUs in this award by the percentage set forth in Table 1 that corresponds to the CAGR of the 3YMA from the Baseline Date to the Measurement Date, rounded down to the nearest whole Share.

(c) Performance Condition for a Change in Control. If a Change in Control (as defined below) occurs, regardless of whether such event also constitutes a Reorganization Event (as defined in the Plan), at any time between the date in Section 1 above on which the PSUs were granted and the [] anniversary of the Baseline Date, then the date of such Change in Control is deemed to be the applicable Measurement Date. If the price paid per Share to holders of the Company’s Shares in connection with the Change in Control (as reasonably determined by the Board), relative to the Baseline Share Price, equals or exceeds the minimum CAGR set forth in Table 2 on Schedule A hereto, then a Performance Dependent Issuance is triggered at such Measurement Date, and the Company shall issue to the Participant in accordance with Section 4 below the number of Shares determined by multiplying the number of vested PSUs in this award by the percentage set forth in Table 2 that corresponds to the CAGR of the 3YMA from the Baseline Date to the price paid per Share to the holders of the Company’s Shares in connection with the Change in Control, rounded down to the nearest whole Share. A “**Change in Control**” means an event or occurrence set forth in any one or more of subsections (i) or (ii) below, provided, however, that the event or occurrence constitutes a change in the ownership or effective control of the Company, or a change in the ownership in a substantial portion of the assets of the Company, as defined in United States Treasury Regulations Section 1.409A-3(i)(5):

(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 stock of the Company if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 promulgated under such Act) 50% or more of either (x) the Company’s then-outstanding ordinary shares (the “**Outstanding Company Ordinary Shares**”) or (y) the combined voting power of the Company’s then-outstanding securities entitled to vote generally in the election of directors (the “**Outstanding Company Voting Securities**”); provided, however, that for purposes of this subsection (c)(i), the following

acquisitions shall not constitute a Change in Control: (1) 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 common stock 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); (2) any acquisition by the Company; (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company; or (4) any acquisition by any corporation pursuant to a transaction which complies with clauses (1) and (2) of subsection (ii) of this Section 3(c); or

(ii) the consummation of a merger, consolidation, reorganization, recapitalization or statutory share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company in one or a series of transactions (a “**Business Combination**”), unless, immediately after such Business Combination, each of the following two conditions is satisfied: (1) 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 shares of common stock and the combined voting power of the then-outstanding securities entitled to vote generally in the election of directors, respectively, of the resulting or acquiring corporation in such Business Combination (which shall include, without limitation, a corporation which 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 herein as the “**Acquiring Corporation**”) in substantially the same proportions as their ownership, immediately before such Business Combination, of the Outstanding Company Ordinary Shares and Outstanding Company Voting Securities, respectively; and (2) 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 shares of common stock 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 directors (except to the extent that such ownership existed before the Business Combination).

(d) Expiration. If no Performance Dependent Issuance is triggered pursuant to this Section 3 on or before the earlier of (i) the date of a Change in Control and (ii) the Measurement Date corresponding to the [] anniversary of the Baseline Date, then this award expires in its entirety, and no Shares are issued or issuable with respect to this award.

4. Timing and Form of Distribution. If a Performance Dependent Issuance is triggered, the Company shall distribute to the Participant the number of Shares calculated pursuant to Section 3 above as soon as practicable after the applicable Measurement Date but in no event later than 45 days after such Measurement Date, except that (a) if the Participant is not subject to U.S. income taxes on this award, the Distribution Date may be a later date if required by applicable law, and (b) if the Participant is not an Eligible Participant, the Company may, in its sole discretion, delay the Distribution Date and the issuance of Shares upon a Performance Dependent Issuance until such time as the Company has all of the necessary information about the Participant to issue Shares to the Participant and to calculate, withhold, and account for Tax-Related Items. It is the Participant’s responsibility to ensure that the Company has all such necessary information. Each date of distribution of Shares is referred to as the “**Distribution Date**.” Once any Shares have been distributed pursuant to this award, the award expires in its entirety, and the Participant has no further rights with respect to any PSUs hereunder.

5. Responsibility for Taxes.

(a) The Participant acknowledges that, regardless of any action taken by the Company, the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable to the Participant ("**Tax-Related Items**") is and remains the Participant's responsibility and may exceed the amount actually withheld by the Company. The Participant further acknowledges that the Company (i) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the PSUs, including but not limited to the grant, vesting or settlement of the PSUs, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends; and (ii) does not commit to and is under no obligation to structure the terms of the grant or any aspect of the PSUs to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result. Furthermore, if the Participant is subject to Tax-Related Items in more than one jurisdiction, the Participant acknowledges that the Company may be required to withhold or account for Tax-Related Items in more than one jurisdiction. Prior to any relevant taxable or tax withholding event, as applicable, the Participant agrees to make adequate arrangements satisfactory to the Company to satisfy all Tax-Related Items.

(b) In this regard, Participant authorizes the Company to satisfy any applicable withholding obligations with regard to all Tax-Related Items by withholding in Shares to be issued upon settlement of the PSUs. If such withholding in Shares is problematic under applicable tax or securities law or has materially adverse accounting consequences, then by the Participant's acceptance of the PSUs, the Participant authorizes and directs the Company and any brokerage firm acceptable to the Company to sell on the Participant's behalf a whole number of Shares from those Shares issued to the Participant as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy any withholding obligation for Tax-Related Items. 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 5(b).

(c) Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other applicable withholding rates, including maximum applicable rates in the Participant's jurisdiction(s), in which case the Participant may receive a refund of any over-withheld amount and will have no entitlement to the equivalent in Shares. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Participant is deemed to have been issued the full number of Shares subject to the Performance Dependent Issuance, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items.

(d) Finally, the Participant agrees to pay to the Company, including through withholding from Participant's salary or other cash compensation paid to the Participant by the Company any amount of Tax-Related Items that the Company may be required to withhold or account for as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if the Participant fails to comply with the Participant's obligations in connection with the Tax-Related Items (including the obligations set forth in Section 4 above).

6. 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, the laws of descent and distribution, or pursuant to a qualified domestic relations order. 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.

7. 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. 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 award, except as expressly provided in this award.

8. 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.

9. 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.

10. 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 may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan.

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

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

(d) The Participant is voluntarily participating in the Plan.

(e) The PSUs, the Shares subject to the PSUs, and the income and value of the PSUs and Shares are not intended to replace any pension rights or compensation.

(f) The PSUs, the Shares, and the income and value of the PSUs and 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, dismissal or end of service payments; bonuses; long-service awards; pension, retirement or welfare 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.

(g) Unless the parties otherwise agree, the PSUs, the Shares subject to the PSUs, and the income and value of the same are not consideration for, or granted in connection with, any service the Participant may provide as a director of a subsidiary of the Company.

(h) The future value of the Shares underlying the PSUs is unknown and cannot be predicted with certainty. If the Participant receives Shares upon a Performance Dependent Issuance, the value of such Shares may increase or decrease in value.

(i) In consideration of the grant of the PSUs, no claim or entitlement to compensation or damages arises from termination of the PSUs or Shares, diminution in value of the Shares or termination of the Participant's employment or other service relationship by the Company for any reason whatsoever and whether or not in breach of applicable labor laws or the Participant's employment agreement, if any. The Participant irrevocably releases the Company 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 their entitlement to pursue such claim.

(j) Further, if the Participant ceases to be an Eligible Participant for any reason whatsoever and whether or not in breach of applicable labor laws or the Participant's employment agreement, if any, the Participant's right to vesting of the PSUs 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 or is no longer otherwise an Eligible Participant, and will not be extended by any notice period mandated under applicable law. The Company has the exclusive discretion to determine when the Participant is no longer an Eligible Participant for purposes of this Agreement and the Plan.

(k) The Participant acknowledges and agrees that neither the Company nor any of its affiliates or agents is liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the PSUs or of any amounts due to Participant pursuant to the settlement of the PSUs or the subsequent sale of any Shares acquired upon settlement.

11. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the PSUs and on any Shares acquired under the Plan to the extent that the Company determines are necessary or advisable for legal or administrative reasons, except that with respect to awards that are subject to Section 409A of the Code and the guidance thereunder ("**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.

12. Data Privacy.

(a) The Participant is hereby informed that Cimpress plc will collect from the Participant through their employer (if not employed by Cimpress plc) certain personal information about the Participant, including the Participant's personal data, such as their name, home address and telephone number, email address, date of birth, social security/insurance number, passport or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all PSUs or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor ("**Data**").

(b) The Participant is hereby informed and aware that Cimpress plc will collect and process the Data described above to perform (i) its contractual obligations and activities pursuant to this Agreement and the Plan, as well as (ii) those activities in conformity with applicable law and regulations that Cimpress plc as a publicly traded company at the NASDAQ Global Select Market must adhere to. Such data processing activities of the Participant's Data by Cimpress plc will therefore be for purposes including but not limited to implementing, administering and managing the Plan. Cimpress plc will process the Participant's Data as described in this Section 12 for the term of this Agreement and after its termination for a period as required by the Plan, by law or as necessary for the protection of the Company's legitimate interests.

(c) The Participant will, in connection with the PSUs and the acquisition, holding and/or transfer of Shares or cash resulting from participation in the Plan, be provided with a brokerage account set up and managed by E*TRADE Financial Services, Inc. (including E*TRADE Securities LLC and any other involved affiliates or successors), a stock plan service provider located in the United States or such other stock plan service provider as the Company may select in the future (the "**Service Provider**"). As such, the Participant is hereby informed and aware that Cimpress plc will use and transfer (with assistance

of its subsidiary Cimpres USA Incorporated as described below under Section 12(d)), in electronic or other form, the Participant's Data to the Service Provider insofar such use and transfer to the Service Provider of the Participant's Data is necessary for the set up and management of the individual stock brokerage accounts and further related contractual obligations that apply to Cimpres plc under this Agreement and the Plan.

(d) Cimpres plc is, with regard to the implementation, administration and management of the Plan, assisted within the Cimpres group of companies by its subsidiary Cimpres USA Incorporated. The Participant is hereby informed and aware that their Data, including their personal data, can therefore be transferred by Cimpres plc/Company to Cimpres USA Incorporated (or any other affiliated company in the Cimpres-group providing global-equity related services to Cimpres plc/Company) if the transfer of the Participant's Data is necessary because the legitimate interests of Cimpres plc/Company require that the Data be handled by a US-entity for purposes including but not limited to the global administration and management of the Plan and related Cimpres equity strategy, as well as for global human resources, finance and/or reporting purposes. Besides the foregoing processing purposes of its legitimate interests, any transfer by Cimpres plc/Company to Cimpres USA Incorporated (and/or any other involved affiliated company in the Cimpres-group) or any employee with responsibilities relating to securities, compliance or legal may also be necessary in order to ensure Cimpres plc's compliance with applicable legal obligations (including, without limitation, disclosures required to be made to courts or governmental authorities and agencies, with respect to tax requirements and in response to subpoenas and other legal process or orders).

(e) Cimpres plc will ensure, in accordance with Article 46 of the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("**GDPR**"), that any transfer of personal data from Participants employed by an employer with a corporate seat in the European Economic Area ("**EEA**") or Switzerland to data controllers or data processors – such as the Service Provider or Cimpres USA Incorporated – located outside the borders of the EEA or Switzerland in a country that is viewed as not having an adequate level of protection (e.g., the United States) is subject to a prior agreement of those recipients with the EU standard contractual clauses for the transfer of personal data as included in the Commission Decisions of 27 December 2004 (2004/915/EC) and 5 February 2010 (2010/87/EC).

(f) Cimpres plc will ensure in accordance with Article 9 of the GDPR that any sensitive data of the Participant (e.g., a passport or social security number) employed by an employer with a corporate seat in the EEA or Switzerland will only be collected and further processed in accordance with the purposes as set out in this Agreement and the Plan, after obtaining the Participant's prior explicit consent.

(g) The Participant may, when entitled thereto under the GDPR, exercise their data subject rights by requesting the Company for access to their personal data (including a copy of the personal data that Company holds about the Participant) or exercise their right to rectification, erasure, restriction, data portability and objection. The Participant can exercise most of the foregoing data subject rights themselves by using the related functionalities in their local human resources system or by accessing their brokerage account with the Service Provider. Alternatively, the Participant can submit such a 'data subject right' request to their local HR representative or Cimpres' LTI Plan Administrator.

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 PSUs 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 a Performance Dependent Issuance 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 PSUs are considered to be “nonqualified deferred compensation” and solely to the extent that another agreement between the Participant and the Company provides for a Performance Dependent Issuance 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 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. Exemption from Section 457A of the Code. The Plan and this award are not intended to be subject to Section 457A of the Code, and the Company shall administer the Plan and this award agreement in accordance with such intent. Notwithstanding Section 10(f) of the Plan, if the Plan or this award is subject to Section 457A of the Code, the Company may amend the Plan or this award agreement or adopt other policies or procedures or take other actions, including amendments or actions that would result in a reduction to the benefits payable under this award, that the Company deems necessary or appropriate to exempt the award from Section 457A of the Code, to preserve the intended tax treatment of the benefits provided with respect to the award, or to mitigate any additional tax, interest or penalties or other adverse tax consequences that may apply under Section 457A of the Code if an exemption is not available. However, the Company makes no representations or warranties and has no liability to the Participant or to any other person if this award is not exempt from or otherwise results in adverse tax consequences under Section 457A of the Code.

15. Obligation to Update Contact Information. Because a Performance Dependent Issuance, if any, may occur after the Participant’s relationship with the Company has terminated, the Participant is responsible for notifying the Company in writing of each change in the Participant’s contact information and residence.

16. Severability. If any provision of this Agreement or the Plan or the application of any provision hereof to any person or circumstance is held to be invalid or unenforceable, the remainder of this Agreement and the Plan and the application of such provision to any other person or circumstance is not affected, and the provisions so held to be unenforceable shall be reformed to the extent (and only to the extent) necessary to make it enforceable and valid.

17. 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.
18. 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 online or electronic system established and maintained by the Company or a third party designated by the Company.
19. Addendum. The PSUs 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 may be considered to be a citizen of or residing or working in more than one country or relocates their residence or transfers their employment to one of the countries included in any such addendum, the Company may determine in its discretion the country-specific terms and conditions that apply to the Participant to the extent that such application is necessary or advisable in order to comply with applicable law or facilitate the administration of the Plan. Each such addendum, if any, constitutes part of this Agreement.
20. Entire Agreement and Waiver. This Agreement, the Plan, and any applicable country-specific addendum set forth the entire agreement of the parties hereto with respect to the subject matter contained herein and supersede all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, with respect to the subject matter contained herein. Without limiting the foregoing, the terms of any executive retention agreement or employment agreement do not apply to the PSUs or this award. The Participant acknowledges that a waiver by the Company of the breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Participant or any other Participant.
21. Foreign Asset/Account Reporting Requirements. Depending on the Participant's country, the Participant may be subject to foreign asset/account, exchange control and/or tax reporting requirements in connection with the PSUs, the acquisition, holding and/or transfer of Shares or cash (including dividends and the proceeds arising from the sale of Shares) resulting from participation in the Plan and/or the opening and maintaining of a brokerage or bank account in connection with the Plan. The Participant may be required to report such assets, accounts, account balances and values, and/or related transactions to the applicable authorities in their country. The Participant may also be required to repatriate any funds received in connection with the PSUs to their country and may be required to use a specific account for doing so and/or to convert the funds to local currency. The Participant acknowledges that they are responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting requirements. The Participant further understands that they should consult their personal legal advisor on these matters.
22. Insider Trading Restrictions/Market Abuse Laws. Depending on the Participant's country, the Participant may be subject to insider trading restrictions or market abuse laws, which may affect the Participant's ability to accept, acquire, sell or otherwise dispose of Shares or rights to Shares (including PSUs) during such times as the Participant is considered to have "inside information" regarding the Company as defined by applicable laws. Any restrictions under these laws are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Company is not responsible for such restrictions or liable for the failure on the Participant's part to know and abide by such restrictions. The Participant should consult with their own personal legal advisers to ensure compliance with applicable insider-trading and market-abuse laws in the Participant's country, and the Participant acknowledges that they are responsible for complying with any applicable restrictions.

SCHEDULE A

Table 1

Year (Anniversary of Baseline Date)	3YMA CAGR	Multiplier to the Number of Vested PSUs Subject to the Award

The numbers in the first column above refer to the [] through [] anniversaries of the Baseline Date, and the 3YMA CAGR levels in the middle column apply only to the Measurement Dates that correspond to the anniversary(ies) of the Baseline Date in the first column.

The first row of Table 1 above applies a limit (the “*10X Limit*”) to the 3YMA value of the Performance Dependent Issuance (defined as the number of Shares to be issued multiplied by the 3YMA at the Measurement Date on which the Performance Dependent Issuance is triggered) of a maximum of ten times the grant value of this PSU award (defined as the number of PSUs granted multiplied by the Baseline Share Price). The actual closing price of the Shares issued upon the Performance Dependent Issuance may be higher or lower than the 3YMA used to calculate the number of Shares issued at such time.

Table 2
Applies only to a Change in Control

3YMA CAGR	Multiplier to the Number of Vested PSUs Subject to the Award

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 Plan.

[Form of]
2020 Equity Incentive Plan
Performance Share Unit Agreement

1. **Grant of Award.** This Agreement evidences the grant by Cimpres plc, an Irish public limited company (the “*Company*”), on [date] to **Robert Keane** (the “*Participant*”) of [number] performance share units (the “*PSUs*”) on the terms of this Agreement and the Company’s 2020 Equity Incentive Plan (the “*Plan*”). Each PSU represents a right to receive between 0 and 2.5 ordinary shares of the Company, €0.01 nominal value per share (the “*Shares*”), upon the satisfaction of both (A) service-based vesting as described in Section 2 below and (B) performance conditions relating to the compound annual growth rate (“*CAGR*”) of the three-year moving average daily price per Share (“*3YMA*”) as described in Section 3 below. The issuance of Shares to the Participant pursuant to a PSU upon satisfaction of both the service-based condition and the performance condition described in this Agreement is a “*Performance Dependent Issuance*.”

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. All references to the “*Company*” throughout this Agreement include Cimpres plc and all current and future parents and subsidiaries of Cimpres plc, and if the Participant is employed by a parent or subsidiary of Cimpres plc, then 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.

2. **Service-Based Vesting.**

(a) **Vesting Schedule.** Throughout this Agreement, the term “*vest*” refers only to the satisfaction of the service-based condition described in this Section 2 and does not refer to the performance condition, the satisfaction of which is necessary for a Performance Dependent Issuance. Subject to the terms and conditions of this award, the PSUs vest as to [vesting schedule], so long as, at the time any PSUs vest, the Participant is, and has been at all times since the date in Section 1 above on which the PSUs were granted, an “*Eligible Participant*,” which is defined as 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*”).

(b) **Forfeiture of Unvested PSUs.** If for any reason the Participant ceases to be an Eligible Participant, then the vesting of PSUs ceases and the Participant has no further rights with respect to any unvested PSUs, but except as set forth in Section 2(c) below, the Participant retains the PSUs that have vested as of the last day on which he was an Eligible Participant. The Participant expressly accepts and agrees that any termination of his relationship with the Company for any reason whatsoever (including without limitation unfair or objective dismissal, permanent disability, death, resignation or desistance) automatically means the forfeiture of all of his unvested PSUs, with no compensation whatsoever. The Participant acknowledges and accepts that this is an essential condition of this Agreement and expressly agrees to this condition.

(c) **Forfeiture of Vested PSUs.** The Participant expressly accepts and agrees that if the Participant’s status as an Eligible Participant is terminated for Cause, then all of the Participant’s PSUs, whether vested or unvested, are automatically forfeited with no compensation whatsoever, and the Participant has no further rights with respect to any PSUs hereunder. The Participant acknowledges and accepts that this is an essential condition of this Agreement and expressly agrees to this condition. For purposes of this Agreement and to the extent permitted under applicable law, “*Cause*” means the Participant’s (i) willful failure to substantially perform his duties (other than any such failure resulting

from incapacity due to physical or mental illness), (ii) willful misconduct or gross negligence related to his employment with the Company, (iii) commission of any crime involving harassment, moral turpitude, fraud, misappropriation or embezzlement, (iv) breach of this Agreement or any confidentiality or restrictive covenant agreement with the Company, (v) failure to comply with any material provision of any written policy or rule of the Company, as may be in effect from time to time, or (vi) engagement in any act or failure to act that is so serious in its nature or extent that it breaks the purpose of the employment relationship and legally deprives the Participant of any right to notice and/or indemnification for dismissal.

3. Performance Conditions.

(a) Baseline and Measurements. The “**Baseline Share Price**” for this award is [3YMA share price], which is the 3YMA on [date] (the “**Baseline Date**”). At each of the sixth through tenth anniversaries of the Baseline Date (each such date a “**Measurement Date**”) until such time as a Performance Dependent Issuance is triggered for this PSU award, the Company shall measure the 3YMA as of such Measurement Date and calculate the CAGR relative to the Baseline Share Price as set forth in this Section 3.

(b) Performance Condition for Years 6-10. If on a Measurement Date the CAGR of the 3YMA as of such Measurement Date, relative to the Baseline Share Price, equals or exceeds the minimum CAGR for such Measurement Date set forth in Table 1 on Schedule A hereto, then a Performance Dependent Issuance is triggered, and the Company shall issue to the Participant in accordance with Section 4 below the number of Shares determined by multiplying the number of vested PSUs in this award by the percentage set forth in Table 1 that corresponds to the CAGR of the 3YMA from the Baseline Date to the Measurement Date, rounded down to the nearest whole Share.

(c) Performance Condition for a Change in Control. If a Change in Control (as defined below) occurs, regardless of whether such event also constitutes a Reorganization Event (as defined in the Plan), at any time between the date in Section 1 above on which the PSUs were granted and the tenth anniversary of the Baseline Date, then the date of such Change in Control is deemed to be the applicable Measurement Date. If the price paid per Share to holders of the Company’s Shares in connection with the Change in Control (as reasonably determined by the Board), relative to the Baseline Share Price, equals or exceeds the minimum CAGR set forth in Table 1 on Schedule A hereto, then a Performance Dependent Issuance is triggered at such Measurement Date, and the Company shall issue to the Participant in accordance with Section 4 below the number of Shares determined by multiplying the number of vested PSUs in this award by the percentage set forth in Table 1 that corresponds to the CAGR of the 3YMA from the Baseline Date to the price paid per Share to the holders of the Company’s Shares in connection with the Change in Control, rounded down to the nearest whole Share. A “**Change in Control**” means an event or occurrence set forth in any one or more of subsections (i) or (ii) below, provided, however, that the event or occurrence constitutes a change in the ownership or effective control of the Company, or a change in the ownership in a substantial portion of the assets of the Company, as defined in United States Treasury Regulations Section 1.409A-3(i)(5):

(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 stock of the Company if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 promulgated under such Act) 50% or more of either (x) the Company’s then-outstanding ordinary shares (the “**Outstanding Company Ordinary Shares**”) or (y) the combined voting power of the Company’s then-outstanding securities entitled to vote generally in the election of directors (the “**Outstanding Company Voting Securities**”); provided, however, that for purposes of this subsection (c)(i), the following

acquisitions shall not constitute a Change in Control: (1) 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 common stock 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); (2) any acquisition by the Company; (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company; or (4) any acquisition by any corporation pursuant to a transaction which complies with clauses (1) and (2) of subsection (ii) of this Section 3(c); or

(ii) the consummation of a merger, consolidation, reorganization, recapitalization or statutory share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company in one or a series of transactions (a “**Business Combination**”), unless, immediately after such Business Combination, each of the following two conditions is satisfied: (1) 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 shares of common stock and the combined voting power of the then-outstanding securities entitled to vote generally in the election of directors, respectively, of the resulting or acquiring corporation in such Business Combination (which shall include, without limitation, a corporation which 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 herein as the “**Acquiring Corporation**”) in substantially the same proportions as their ownership, immediately before such Business Combination, of the Outstanding Company Ordinary Shares and Outstanding Company Voting Securities, respectively; and (2) 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 shares of common stock 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 directors (except to the extent that such ownership existed before the Business Combination).

(d) Expiration. If no Performance Dependent Issuance is triggered pursuant to this Section 3 on or before the earlier of (i) the date of a Change in Control and (ii) the Measurement Date corresponding to the tenth anniversary of the Baseline Date, then this award expires in its entirety, and no Shares are issued or issuable with respect to this award.

4. Timing and Form of Distribution. If a Performance Dependent Issuance is triggered, the Company shall distribute to the Participant the number of Shares calculated pursuant to Section 3 above as soon as practicable after the applicable Measurement Date but in no event later than 45 days after such Measurement Date, except that (a) if the Participant is not subject to U.S. income taxes on this award, the Distribution Date may be a later date if required by applicable law, and (b) if the Participant is not an Eligible Participant, the Company may, in its sole discretion, delay the Distribution Date and the issuance of Shares upon a Performance Dependent Issuance until such time as the Company has all of the necessary information about the Participant to issue Shares to the Participant and to calculate, withhold, and account for Tax-Related Items. It is the Participant’s responsibility to ensure that the Company has all such necessary information. Each date of distribution of Shares is referred to as the “**Distribution Date**.” Once any Shares have been distributed pursuant to this award, the award expires in its entirety, and the Participant has no further rights with respect to any PSUs hereunder.

5. Responsibility for Taxes.

(a) The Participant acknowledges that, regardless of any action taken by the Company, the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable to the Participant ("**Tax-Related Items**") is and remains the Participant's responsibility and may exceed the amount actually withheld by the Company. The Participant further acknowledges that the Company (i) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the PSUs, including but not limited to the grant, vesting or settlement of the PSUs, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends; and (ii) does not commit to and is under no obligation to structure the terms of the grant or any aspect of the PSUs to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result. Furthermore, if the Participant is subject to Tax-Related Items in more than one jurisdiction, the Participant acknowledges that the Company may be required to withhold or account for Tax-Related Items in more than one jurisdiction. Prior to any relevant taxable or tax withholding event, as applicable, the Participant agrees to make adequate arrangements satisfactory to the Company to satisfy all Tax-Related Items.

(b) In this regard, Participant authorizes the Company to satisfy any applicable withholding obligations with regard to all Tax-Related Items by withholding in Shares to be issued upon settlement of the PSUs. If such withholding in Shares is problematic under applicable tax or securities law or has materially adverse accounting consequences, then by the Participant's acceptance of the PSUs, the Participant authorizes and directs the Company and any brokerage firm acceptable to the Company to sell on the Participant's behalf a whole number of Shares from those Shares issued to the Participant as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy any withholding obligation for Tax-Related Items. 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 5(b).

(c) Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other applicable withholding rates, including maximum applicable rates in the Participant's jurisdiction(s), in which case the Participant may receive a refund of any over-withheld amount and will have no entitlement to the equivalent in Shares. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Participant is deemed to have been issued the full number of Shares subject to the Performance Dependent Issuance, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items.

(d) Finally, the Participant agrees to pay to the Company, including through withholding from Participant's salary or other cash compensation paid to the Participant by the Company any amount of Tax-Related Items that the Company may be required to withhold or account for as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if the Participant fails to comply with the Participant's obligations in connection with the Tax-Related Items (including the obligations set forth in Section 4 above).

6. 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, the laws of descent and distribution, or pursuant to a qualified domestic relations order. 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.

7. 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. 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 award, except as expressly provided in this award.

8. 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.

9. 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.

10. 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 may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan.

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

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

(d) The Participant is voluntarily participating in the Plan.

(e) The PSUs, the Shares subject to the PSUs, and the income and value of the PSUs and Shares are not intended to replace any pension rights or compensation.

(f) The PSUs, the Shares, and the income and value of the PSUs and 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, dismissal or end of service payments; bonuses; long-service awards; pension, retirement or welfare 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.

(g) Unless the parties otherwise agree, the PSUs, the Shares subject to the PSUs, and the income and value of the same are not consideration for, or granted in connection with, any service the Participant may provide as a director of a subsidiary of the Company.

(h) The future value of the Shares underlying the PSUs is unknown and cannot be predicted with certainty. If the Participant receives Shares upon a Performance Dependent Issuance, the value of such Shares may increase or decrease in value.

(i) In consideration of the grant of the PSUs, no claim or entitlement to compensation or damages arises from termination of the PSUs or Shares, diminution in value of the Shares or termination of the Participant's employment or other service relationship by the Company for any reason whatsoever and whether or not in breach of applicable labor laws or the Participant's employment agreement, if any. The Participant irrevocably releases the Company 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 entitlement to pursue such claim.

(j) Further, if the Participant ceases to be an Eligible Participant for any reason whatsoever and whether or not in breach of applicable labor laws or the Participant's employment agreement, if any, the Participant's right to vesting of the PSUs 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 or is no longer otherwise an Eligible Participant, and will not be extended by any notice period mandated under applicable law. The Company has the exclusive discretion to determine when the Participant is no longer an Eligible Participant for purposes of this Agreement and the Plan.

(k) The Participant acknowledges and agrees that neither the Company nor any of its affiliates or agents is liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the PSUs or of any amounts due to Participant pursuant to the settlement of the PSUs or the subsequent sale of any Shares acquired upon settlement.

11. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the PSUs and on any Shares acquired under the Plan to the extent that the Company determines are necessary or advisable for legal or administrative reasons, except that with respect to awards that are subject to Section 409A of the Code and the guidance thereunder ("**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.

12. Data Privacy.

(a) The Participant is hereby informed that Cimpress plc will collect from the Participant through his employer (if not employed by Cimpress plc) certain personal information about the Participant, including the Participant's personal data, such as his name, home address and telephone number, email address, date of birth, social security/insurance number, passport or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all PSUs or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor ("**Data**").

(b) The Participant is hereby informed and aware that Cimpress plc will collect and process the Data described above to perform (i) its contractual obligations and activities pursuant to this Agreement and the Plan, as well as (ii) those activities in conformity with applicable law and regulations that Cimpress plc as a publicly traded company at the NASDAQ Global Select Market must adhere to. Such data processing activities of the Participant's Data by Cimpress plc will therefore be for purposes including but not limited to implementing, administering and managing the Plan. Cimpress plc will process the Participant's Data as described in this Section 12 for the term of this Agreement and after its termination for a period as required by the Plan, by law or as necessary for the protection of the Company's legitimate interests.

(c) The Participant will, in connection with the PSUs and the acquisition, holding and/or transfer of Shares or cash resulting from participation in the Plan, be provided with a brokerage account set up and managed by E*TRADE Financial Services, Inc. (including E*TRADE Securities LLC and any other involved affiliates or successors), a stock plan service provider located in the United States or such other stock plan service provider as the Company may select in the future (the "**Service Provider**"). As such, the Participant is hereby informed and aware that Cimpress plc will use and transfer (with assistance

of its subsidiary Cimpres USA Incorporated as described below under Section 12(d)), in electronic or other form, the Participant's Data to the Service Provider insofar such use and transfer to the Service Provider of the Participant's Data is necessary for the set up and management of the individual stock brokerage accounts and further related contractual obligations that apply to Cimpres plc under this Agreement and the Plan.

(d) Cimpres plc is, with regard to the implementation, administration and management of the Plan, assisted within the Cimpres group of companies by its subsidiary Cimpres USA Incorporated. The Participant is hereby informed and aware that his Data, including his personal data, can therefore be transferred by Cimpres plc/Company to Cimpres USA Incorporated (or any other affiliated company in the Cimpres-group providing global-equity related services to Cimpres plc/Company) if the transfer of the Participant's Data is necessary because the legitimate interests of Cimpres plc/Company require that the Data be handled by a US-entity for purposes including but not limited to the global administration and management of the Plan and related Cimpres equity strategy, as well as for global human resources, finance and/or reporting purposes. Besides the foregoing processing purposes of its legitimate interests, any transfer by Cimpres plc/Company to Cimpres USA Incorporated (and/or any other involved affiliated company in the Cimpres-group) or any employee with responsibilities relating to securities, compliance or legal may also be necessary in order to ensure Cimpres plc's compliance with applicable legal obligations (including, without limitation, disclosures required to be made to courts or governmental authorities and agencies, with respect to tax requirements and in response to subpoenas and other legal process or orders).

(e) Cimpres plc will ensure, in accordance with Article 46 of the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("**GDPR**"), that any transfer of personal data from Participants employed by an employer with a corporate seat in the European Economic Area ("**EEA**") or Switzerland to data controllers or data processors – such as the Service Provider or Cimpres USA Incorporated – located outside the borders of the EEA or Switzerland in a country that is viewed as not having an adequate level of protection (e.g., the United States) is subject to a prior agreement of those recipients with the EU standard contractual clauses for the transfer of personal data as included in the Commission Decisions of 27 December 2004 (2004/915/EC) and 5 February 2010 (2010/87/EC).

(f) Cimpres plc will ensure in accordance with Article 9 of the GDPR that any sensitive data of the Participant (e.g., a passport or social security number) employed by an employer with a corporate seat in the EEA or Switzerland will only be collected and further processed in accordance with the purposes as set out in this Agreement and the Plan, after obtaining the Participant's prior explicit consent.

(g) The Participant may, when entitled thereto under the GDPR, exercise his data subject rights by requesting the Company for access to his personal data (including a copy of the personal data that Company holds about the Participant) or exercise his right to rectification, erasure, restriction, data portability and objection. The Participant can exercise most of the foregoing data subject rights himself by using the related functionalities in his local human resources system or by accessing his brokerage account with the Service Provider. Alternatively, the Participant can submit such a 'data subject right' request to his local HR representative or Cimpres' LTI Plan Administrator.

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 PSUs 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 a Performance Dependent Issuance 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 PSUs are considered to be “nonqualified deferred compensation” and solely to the extent that another agreement between the Participant and the Company provides for a Performance Dependent Issuance 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 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. Exemption from Section 457A of the Code. The Plan and this award are not intended to be subject to Section 457A of the Code, and the Company shall administer the Plan and this award agreement in accordance with such intent. Notwithstanding Section 10(f) of the Plan, if the Plan or this award is subject to Section 457A of the Code, the Company may amend the Plan or this award agreement or adopt other policies or procedures or take other actions, including amendments or actions that would result in a reduction to the benefits payable under this award, that the Company deems necessary or appropriate to exempt the award from Section 457A of the Code, to preserve the intended tax treatment of the benefits provided with respect to the award, or to mitigate any additional tax, interest or penalties or other adverse tax consequences that may apply under Section 457A of the Code if an exemption is not available. However, the Company makes no representations or warranties and has no liability to the Participant or to any other person if this award is not exempt from or otherwise results in adverse tax consequences under Section 457A of the Code.

15. Obligation to Update Contact Information. Because a Performance Dependent Issuance, if any, may occur after the Participant’s relationship with the Company has terminated, the Participant is responsible for notifying the Company in writing of each change in the Participant’s contact information and residence.

16. Severability. If any provision of this Agreement or the Plan or the application of any provision hereof to any person or circumstance is held to be invalid or unenforceable, the remainder of this Agreement and the Plan and the application of such provision to any other person or circumstance is not affected, and the provisions so held to be unenforceable shall be reformed to the extent (and only to the extent) necessary to make it enforceable and valid.

17. 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.
18. 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 online or electronic system established and maintained by the Company or a third party designated by the Company.
19. Addendum. The PSUs 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 may be considered to be a citizen of or residing or working in more than one country or relocates his residence or transfers his employment to one of the countries included in any such addendum, the Company may determine in its discretion the country-specific terms and conditions that apply to the Participant to the extent that such application is necessary or advisable in order to comply with applicable law or facilitate the administration of the Plan. Each such addendum, if any, constitutes part of this Agreement.
20. Entire Agreement and Waiver. This Agreement, the Plan, and any applicable country-specific addendum set forth the entire agreement of the parties hereto with respect to the subject matter contained herein and supersede all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, with respect to the subject matter contained herein. Without limiting the foregoing, the terms of any executive retention agreement or employment agreement do not apply to the PSUs or this award. The Participant acknowledges that a waiver by the Company of the breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Participant or any other Participant.
21. Foreign Asset/Account Reporting Requirements. Depending on the Participant's country, the Participant may be subject to foreign asset/account, exchange control and/or tax reporting requirements in connection with the PSUs, the acquisition, holding and/or transfer of Shares or cash (including dividends and the proceeds arising from the sale of Shares) resulting from participation in the Plan and/or the opening and maintaining of a brokerage or bank account in connection with the Plan. The Participant may be required to report such assets, accounts, account balances and values, and/or related transactions to the applicable authorities in his country. The Participant may also be required to repatriate any funds received in connection with the PSUs to his country and may be required to use a specific account for doing so and/or to convert the funds to local currency. The Participant acknowledges that he is responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting requirements. The Participant further understands that he should consult his personal legal advisor on these matters.
22. Insider Trading Restrictions/Market Abuse Laws. Depending on the Participant's country, the Participant may be subject to insider trading restrictions or market abuse laws, which may affect the Participant's ability to accept, acquire, sell or otherwise dispose of Shares or rights to Shares (including PSUs) during such times as the Participant is considered to have "inside information" regarding the Company as defined by applicable laws. Any restrictions under these laws are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Company is not responsible for such restrictions or liable for the failure on the Participant's part to know and abide by such restrictions. The Participant should consult with his own personal legal advisers to ensure compliance with applicable insider-trading and market-abuse laws in the Participant's country, and the Participant acknowledges that he is responsible for complying with any applicable restrictions.

SCHEDULE A

Table 1

3YMA CAGR as of the Measurement Date	Multiplier to the Number of Vested PSUs Subject to the Award
20% or above	lesser of 250.0% or 10X Limit
19 to 19.99%	225.0%
18 to 18.99%	212.5%
17 to 17.99%	200.0%
16 to 16.99%	187.5%
15 to 15.99%	175.0%
14 to 14.99%	162.5%
13 to 13.99%	150.0%
12 to 12.99%	137.5%
11 to 11.99%	125.0%
Less than 11%	0%

The first row of Table 1 above applies a limit (the “**10X Limit**”) to the 3YMA value of the Performance Dependent Issuance (defined as the number of Shares to be issued multiplied by the 3YMA at the Measurement Date on which the Performance Dependent Issuance is triggered) of a maximum of ten times the grant value of this PSU award (defined as the number of PSUs granted multiplied by the Baseline Share Price). Therefore, in cases of a 3YMA CAGR above 20%, if applying a 250% multiplier would result in the 3YMA value of the share issuance being greater than ten times the grant value, then the Company shall apply the 10X Limit (which shall be less than 250.0%) in order to achieve the fixed ten times maximum 3YMA value of the share issuance. The actual closing price of the Shares issued upon the Performance Dependent Issuance may be higher or lower than the 3YMA used to calculate the number of Shares issued at such time.

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 Plan.

[Form of]
2020 Equity Incentive Plan
Performance Share Unit Agreement

1. **Grant of Award.** This Agreement evidences the grant by Cimpress plc, an Irish public limited company (the “*Company*”), on [date] to [name] (the “*Participant*”) of [number] performance share units (the “*PSUs*”) on the terms of this Agreement and the Company’s 2020 Equity Incentive Plan (the “*Plan*”). Each PSU represents a right to receive between 0 and 2.5 ordinary shares of the Company, €0.01 nominal value per share (the “*Shares*”), upon the satisfaction of both (A) service-based vesting as described in Section 2 below and (B) performance conditions relating to the compound annual growth rate (“*CAGR*”) of the three-year moving average daily price per Share (“*3YMA*”) as described in Section 3 below. The issuance of Shares to the Participant pursuant to a PSU upon satisfaction of both the service-based condition and the performance condition described in this Agreement is a “*Performance Dependent Issuance*.”

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, and references to the “*Company*” throughout this Agreement include Cimpress plc and all current and future parents and subsidiaries of Cimpress plc.

2. **Service-Based Vesting.**

(a) **Vesting Schedule.** Throughout this Agreement, the term “*vest*” refers only to the satisfaction of the service-based condition described in this Section 2 and does not refer to the performance condition, the satisfaction of which is necessary for a Performance Dependent Issuance. Subject to the terms and conditions of this award, the PSUs vest as to [vesting schedule], so long as, at the time any PSUs vest, the Participant is, and has been at all times since the date in Section 1 above on which the PSUs were granted, an “*Eligible Participant*,” which is defined as 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*”).

(b) **Forfeiture of Unvested PSUs.** If for any reason the Participant ceases to be an Eligible Participant, then the vesting of PSUs ceases and the Participant has no further rights with respect to any unvested PSUs, but except as set forth in Section 2(c) below, the Participant retains the PSUs that have vested as of the last day on which they were an Eligible Participant. The Participant expressly accepts and agrees that any termination of their relationship with the Company for any reason whatsoever (including without limitation unfair or objective dismissal, permanent disability, death, resignation or desistance) automatically means the forfeiture of all of their unvested PSUs, with no compensation whatsoever. The Participant acknowledges and accepts that this is an essential condition of this Agreement and expressly agrees to this condition.

(c) **Forfeiture of Vested PSUs.** The Participant expressly accepts and agrees that if the Participant’s status as an Eligible Participant is terminated for Cause, then all of the Participant’s PSUs, whether vested or unvested, are automatically forfeited with no compensation whatsoever, and the Participant has no further rights with respect to any PSUs hereunder. The Participant acknowledges and accepts that this is an essential condition of this Agreement and expressly agrees to this condition. For purposes of this Agreement and to the extent permitted under applicable law, “*Cause*” means the Participant’s (i) willful failure to substantially perform their duties (other than any such failure resulting from incapacity due to physical or mental illness), (ii) willful misconduct or gross negligence related to their relationship with the Company, (iii) commission of any crime involving harassment, moral

Non-employee director PSU agreement

turpitude, fraud, misappropriation or embezzlement, (iv) breach of this Agreement or any confidentiality or restrictive covenant agreement with the Company, (v) failure to comply with any material provision of any written policy or rule of the Company, as may be in effect from time to time, or (vi) engagement in any act or failure to act that is so serious in its nature or extent that it breaks the purpose of the Participant's relationship with the Company, as determined by the members of the Company's Board of Directors who have no interests in such matter.

3. Performance Conditions.

(a) Baseline and Measurements. The "**Baseline Share Price**" for this award is [share price], which is [calculation methodology] on [date] (the "**Baseline Date**"). At each of the [] through [] anniversaries of the Baseline Date (each such date a "**Measurement Date**") until such time as a Performance Dependent Issuance is triggered for this PSU award, the Company shall measure the 3YMA as of such Measurement Date and calculate the CAGR relative to the Baseline Share Price as set forth in this Section 3.

(b) Performance Condition for Years []. If on a Measurement Date the CAGR of the 3YMA as of such Measurement Date, relative to the Baseline Share Price, equals or exceeds the minimum CAGR for such Measurement Date set forth in Table 1 on Schedule A hereto, then a Performance Dependent Issuance is triggered, and the Company shall issue to the Participant in accordance with Section 4 below the number of Shares determined by multiplying the number of vested PSUs in this award by the percentage set forth in Table 1 that corresponds to the CAGR of the 3YMA from the Baseline Date to the Measurement Date, rounded down to the nearest whole Share.

(c) Performance Condition for a Change in Control. If a Change in Control (as defined below) occurs, regardless of whether such event also constitutes a Reorganization Event (as defined in the Plan), at any time between the date in Section 1 above on which the PSUs were granted and the [] anniversary of the Baseline Date, then the date of such Change in Control is deemed to be the applicable Measurement Date. If the price paid per Share to holders of the Company's Shares in connection with the Change in Control (as reasonably determined by the Board), relative to the Baseline Share Price, equals or exceeds the minimum CAGR set forth in Table 1 on Schedule A hereto, then a Performance Dependent Issuance is triggered at such Measurement Date, and the Company shall issue to the Participant in accordance with Section 4 below the number of Shares determined by multiplying the number of vested PSUs in this award by the percentage set forth in Table 1 that corresponds to the CAGR of the 3YMA from the Baseline Date to the price paid per Share to the holders of the Company's Shares in connection with the Change in Control, rounded down to the nearest whole Share. A "**Change in Control**" means an event or occurrence set forth in any one or more of subsections (i) or (ii) below, provided, however, that the event or occurrence constitutes a change in the ownership or effective control of the Company, or a change in the ownership in a substantial portion of the assets of the Company, as defined in United States Treasury Regulations Section 1.409A-3(i)(5):

(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 stock of the Company if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 promulgated under such Act) 50% or more of either (x) the Company's then-outstanding ordinary shares (the "**Outstanding Company Ordinary Shares**") or (y) the combined voting power of the Company's then-outstanding securities entitled to vote generally in the election of directors (the "**Outstanding Company Voting Securities**"); provided, however, that for purposes of this subsection (c)(i), the following acquisitions shall not constitute a Change in Control: (1) 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 common stock 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); (2) any acquisition by the Company; (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company; or (4) any acquisition by any corporation pursuant to a transaction which complies with clauses (1) and (2) of subsection (ii) of this Section 3(c); or

(ii) the consummation of a merger, consolidation, reorganization, recapitalization or statutory share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company in one or a series of transactions (a “**Business Combination**”), unless, immediately after such Business Combination, each of the following two conditions is satisfied: (1) 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 shares of common stock and the combined voting power of the then-outstanding securities entitled to vote generally in the election of directors, respectively, of the resulting or acquiring corporation in such Business Combination (which shall include, without limitation, a corporation which 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 herein as the “**Acquiring Corporation**”) in substantially the same proportions as their ownership, immediately before such Business Combination, of the Outstanding Company Ordinary Shares and Outstanding Company Voting Securities, respectively; and (2) 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 shares of common stock 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 directors (except to the extent that such ownership existed before the Business Combination).

(d) Expiration. If no Performance Dependent Issuance is triggered pursuant to this Section 3 on or before the earlier of (i) the date of a Change in Control and (ii) the Measurement Date corresponding to the [] anniversary of the Baseline Date, then this award expires in its entirety, and no Shares are issued or issuable with respect to this award.

4. Timing and Form of Distribution. If a Performance Dependent Issuance is triggered, the Company shall distribute to the Participant the number of Shares calculated pursuant to Section 3 above as soon as practicable after the applicable Measurement Date but in no event later than 45 days after such Measurement Date, except that (a) if the Participant is not subject to U.S. income taxes on this award, the Distribution Date may be a later date if required by applicable law, and (b) if the Participant is not an Eligible Participant, the Company may, in its sole discretion, delay the Distribution Date and the issuance of Shares upon a Performance Dependent Issuance until such time as the Company has all of the necessary information about the Participant to issue Shares to the Participant and to calculate, withhold, and account for Tax-Related Items. It is the Participant’s responsibility to ensure that the Company has all such necessary information. Each date of distribution of Shares is referred to as the “**Distribution Date**.” Once any Shares have been distributed pursuant to this award, the award expires in its entirety, and the Participant has no further rights with respect to any PSUs hereunder.

5. Responsibility for Taxes.

(a) The Participant acknowledges that, regardless of any action taken by the Company, the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable to the Participant ("**Tax-Related Items**") is and remains the Participant's responsibility and may exceed the amount actually withheld by the Company. The Participant further acknowledges that the Company (i) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the PSUs, including but not limited to the grant, vesting or settlement of the PSUs, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends; and (ii) does not commit to and is under no obligation to structure the terms of the grant or any aspect of the PSUs to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result. Furthermore, if the Participant is subject to Tax-Related Items in more than one jurisdiction, the Participant acknowledges that the Company may be required to withhold or account for Tax-Related Items in more than one jurisdiction. Prior to any relevant taxable or tax withholding event, as applicable, the Participant agrees to make adequate arrangements satisfactory to the Company to satisfy all Tax-Related Items.

(b) In this regard, Participant authorizes the Company to satisfy any applicable withholding obligations with regard to all Tax-Related Items by withholding in Shares to be issued upon settlement of the PSUs. If such withholding in Shares is problematic under applicable tax or securities law or has materially adverse accounting consequences, then by the Participant's acceptance of the PSUs, the Participant authorizes and directs the Company and any brokerage firm acceptable to the Company to sell on the Participant's behalf a whole number of Shares from those Shares issued to the Participant as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy any withholding obligation for Tax-Related Items. 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 5(b).

(c) Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other applicable withholding rates, including maximum applicable rates in the Participant's jurisdiction(s), in which case the Participant may receive a refund of any over-withheld amount and will have no entitlement to the equivalent in Shares. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Participant is deemed to have been issued the full number of Shares subject to the Performance Dependent Issuance, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items.

(d) Finally, the Participant agrees to pay to the Company, including through withholding from Participant's salary or other cash compensation paid to the Participant by the Company any amount of Tax-Related Items that the Company may be required to withhold or account for as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if the Participant fails to comply with the Participant's obligations in connection with the Tax-Related Items (including the obligations set forth in Section 4 above).

6. 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, the laws of descent and distribution, or pursuant to a qualified domestic relations order. 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.

7. 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. 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 award, except as expressly provided in this award.

8. 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.

9. 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.

10. 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 may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan.

(b) The Participant is voluntarily participating in the Plan.

(c) The PSUs, the Shares, and the income and value of the PSUs and 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, dismissal or end of service payments; bonuses; long-service awards; pension, retirement or welfare 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.

(d) Unless the parties otherwise agree, the PSUs, the Shares subject to the PSUs, and the income and value of the same are not consideration for, or granted in connection with, any service the Participant may provide as a director of a subsidiary of the Company.

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

(f) In consideration of the grant of the PSUs, no claim or entitlement to compensation or damages arises from termination of the PSUs or Shares, diminution in value of the Shares or termination of the Participant's relationship with the Company for any reason whatsoever and whether or not in breach of applicable laws. The Participant irrevocably releases the Company 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 their entitlement to pursue such claim.

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

(h) The Participant acknowledges and agrees that neither the Company nor any of its affiliates or agents is liable for any foreign exchange rate fluctuation between Participant's local currency

and the United States Dollar that may affect the value of the PSUs or of any amounts due to Participant pursuant to the settlement of the PSUs or the subsequent sale of any Shares acquired upon settlement.

11. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the PSUs and on any Shares acquired under the Plan to the extent that the Company determines are necessary or advisable for legal or administrative reasons, except that with respect to awards that are subject to Section 409A of the Code and the guidance thereunder ("**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.

12. Data Privacy.

(a) The Participant is hereby informed that Cimpress plc will collect from the Participant certain personal information about the Participant, including the Participant's personal data, such as their name, home address and telephone number, email address, date of birth, social security/insurance number, passport or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all PSUs or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor ("**Data**").

(b) The Participant is hereby informed and aware that Cimpress plc will collect and process the Data described above to perform (i) its contractual obligations and activities pursuant to this Agreement and the Plan, as well as (ii) those activities in conformity with applicable law and regulations that Cimpress plc as a publicly traded company at the NASDAQ Global Select Market must adhere to. Such data processing activities of the Participant's Data by Cimpress plc will therefore be for purposes including but not limited to implementing, administering and managing the Plan. Cimpress plc will process the Participant's Data as described in this Section 12 for the term of this Agreement and after its termination for a period as required by the Plan, by law or as necessary for the protection of the Company's legitimate interests.

(c) The Participant will, in connection with the PSUs and the acquisition, holding and/or transfer of Shares or cash resulting from participation in the Plan, be provided with a brokerage account set up and managed by E*TRADE Financial Services, Inc. (including E*TRADE Securities LLC and any other involved affiliates or successors), a stock plan service provider located in the United States or such other stock plan service provider as the Company may select in the future (the "**Service Provider**"). As such, the Participant is hereby informed and aware that Cimpress plc will use and transfer (with assistance of its subsidiary Cimpress USA Incorporated as described below under Section 12(d)), in electronic or other form, the Participant's Data to the Service Provider insofar such use and transfer to the Service Provider of the Participant's Data is necessary for the set up and management of the individual stock brokerage accounts and further related contractual obligations that apply to Cimpress plc under this Agreement and the Plan.

(d) Cimpress plc is, with regard to the implementation, administration and management of the Plan, assisted within the Cimpress group of companies by its subsidiary Cimpress USA Incorporated. The Participant is hereby informed and aware that their Data, including their personal data, can therefore be transferred by Cimpress plc/Company to Cimpress USA Incorporated (or any other affiliated company in the Cimpress-group providing global-equity related services to Cimpress plc/Company) if the transfer of the Participant's Data is necessary because the legitimate interests of Cimpress plc/Company require that the Data be handled by a US-entity for purposes including but not limited to the global administration and management of the Plan and related Cimpress equity strategy, as well as for global human resources, finance and/or reporting purposes. Besides the foregoing processing purposes of its legitimate interests,

any transfer by Cimpress plc/Company to Cimpress USA Incorporated (and/or any other involved affiliated company in the Cimpress-group) or any employee with responsibilities relating to securities, compliance or legal may also be necessary in order to ensure Cimpress plc's compliance with applicable legal obligations (including, without limitation, disclosures required to be made to courts or governmental authorities and agencies, with respect to tax requirements and in response to subpoenas and other legal process or orders).

(e) Cimpress plc will ensure, in accordance with Article 46 of the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“**GDPR**”), that any transfer of personal data from Participants in the European Economic Area (“**EEA**”) or Switzerland to data controllers or data processors – such as the Service Provider or Cimpress USA Incorporated – located outside the borders of the EEA or Switzerland in a country that is viewed as not having an adequate level of protection (e.g., the United States) is subject to a prior agreement of those recipients with the EU standard contractual clauses for the transfer of personal data as included in the Commission Decisions of 27 December 2004 (2004/915/EC) and 5 February 2010 (2010/87/EC).

(f) Cimpress plc will ensure in accordance with Article 9 of the GDPR that any sensitive data of the Participant (e.g., a passport or social security number) in the EEA or Switzerland will only be collected and further processed in accordance with the purposes as set out in this Agreement and the Plan, after obtaining the Participant's prior explicit consent.

(g) The Participant may, when entitled thereto under the GDPR, exercise their data subject rights by requesting the Company for access to their personal data (including a copy of the personal data that Company holds about the Participant) or exercise their right to rectification, erasure, restriction, data portability and objection. The Participant can submit such a 'data subject right' request to Cimpress' LTI Plan Administrator.

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 PSUs 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 a Performance Dependent Issuance 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 PSUs are considered to be “nonqualified deferred compensation” and solely to the extent that another agreement between the Participant and the Company provides for a Performance Dependent Issuance 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 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. Exemption from Section 457A of the Code. The Plan and this award are not intended to be subject to Section 457A of the Code, and the Company shall administer the Plan and this award agreement in accordance with such intent. Notwithstanding Section 10(f) of the Plan, if the Plan or this award is subject to Section 457A of the Code, the Company may amend the Plan or this award agreement or adopt other policies or procedures or take other actions, including amendments or actions that would result in a reduction to the benefits payable under this award, that the Company deems necessary or appropriate to exempt the award from Section 457A of the Code, to preserve the intended tax treatment of the benefits provided with respect to the award, or to mitigate any additional tax, interest or penalties or other adverse tax consequences that may apply under Section 457A of the Code if an exemption is not available. However, the Company makes no representations or warranties and has no liability to the Participant or to any other person if this award is not exempt from or otherwise results in adverse tax consequences under Section 457A of the Code.

15. Obligation to Update Contact Information. Because a Performance Dependent Issuance, if any, may occur after the Participant’s relationship with the Company has terminated, the Participant is responsible for notifying the Company in writing of each change in the Participant’s contact information and residence.

16. Severability. If any provision of this Agreement or the Plan or the application of any provision hereof to any person or circumstance is held to be invalid or unenforceable, the remainder of this Agreement and the Plan and the application of such provision to any other person or circumstance is not affected, and the provisions so held to be unenforceable shall be reformed to the extent (and only to the extent) necessary to make it enforceable and valid.

17. 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.

18. 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 online or electronic system established and maintained by the Company or a third party designated by the Company.

19. Addendum. The PSUs 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 may be considered to be a citizen of or residing or working in more than one country or relocates their residence or transfers their employment to one of the countries included in any such addendum, the Company may determine in its discretion the country-specific terms and conditions that apply to the Participant to the extent that such application is necessary or advisable in order to comply with applicable law or facilitate the administration of the Plan. Each such addendum, if any, constitutes part of this Agreement.

20. Entire Agreement and Waiver. This Agreement, the Plan, and any applicable country-specific addendum set forth the entire agreement of the parties hereto with respect to the subject matter contained

herein and supersede all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, with respect to the subject matter contained herein. The Participant acknowledges that a waiver by the Company of the breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Participant or any other Participant.

21. Foreign Asset/Account Reporting Requirements. Depending on the Participant's country, the Participant may be subject to foreign asset/account, exchange control and/or tax reporting requirements in connection with the PSUs, the acquisition, holding and/or transfer of Shares or cash (including dividends and the proceeds arising from the sale of Shares) resulting from participation in the Plan and/or the opening and maintaining of a brokerage or bank account in connection with the Plan. The Participant may be required to report such assets, accounts, account balances and values, and/or related transactions to the applicable authorities in their country. The Participant may also be required to repatriate any funds received in connection with the PSUs to their country and may be required to use a specific account for doing so and/or to convert the funds to local currency. The Participant acknowledges that they are responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting requirements. The Participant further understands that they should consult their personal legal advisor on these matters.

22. Insider Trading Restrictions/Market Abuse Laws. Depending on the Participant's country, the Participant may be subject to insider trading restrictions or market abuse laws, which may affect the Participant's ability to accept, acquire, sell or otherwise dispose of Shares or rights to Shares (including PSUs) during such times as the Participant is considered to have "inside information" regarding the Company as defined by applicable laws. Any restrictions under these laws are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Company is not responsible for such restrictions or liable for the failure on the Participant's part to know and abide by such restrictions. The Participant should consult with their own personal legal advisers to ensure compliance with applicable insider-trading and market-abuse laws in the Participant's country, and the Participant acknowledges that they are responsible for complying with any applicable restrictions.

SCHEDULE A

Table 1

3YMA CAGR as of the Measurement Date	Multiplier to the Number of Vested PSUs Subject to the Award

The first row of Table 1 above applies a limit (the “*10X Limit*”) to the 3YMA value of the Performance Dependent Issuance (defined as the number of Shares to be issued multiplied by the 3YMA at the Measurement Date on which the Performance Dependent Issuance is triggered) of a maximum of ten times the grant value of this PSU award (defined as the number of PSUs granted multiplied by the Baseline Share Price). The actual closing price of the Shares issued upon the Performance Dependent Issuance may be higher or lower than the 3YMA used to calculate the number of Shares issued at such time.

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 Plan.

CERTIFICATION

I, Robert S. Keane, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Cimpress plc;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: January 28, 2021

/s/ Robert S. Keane

Robert S. Keane
Chief Executive Officer

CERTIFICATION

I, Sean E. Quinn, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Cimpress plc;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: January 28, 2021

/s/ Sean E. Quinn

Sean E. Quinn
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 Cimpress plc (the "Company") for the quarter ended December 31, 2020 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, Robert S. Keane, Chief Executive Officer, and Sean E. Quinn, Chief Financial Officer, of the Company, each hereby certifies, pursuant to 18 U.S.C. Section 1350, that, to his knowledge on the date hereof:

- a. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- b. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: January 28, 2021

/s/ Robert S. Keane

Robert S. Keane
Chief Executive Officer

Date: January 28, 2021

/s/ Sean E. Quinn

Sean E. Quinn
Chief Financial Officer

[Form of]
2020 Equity Incentive Plan
Restricted Share Unit Agreement

1. **Grant of Award.** This Agreement evidences the grant by Cimpress plc, an Irish public limited company (the “Company”), on **[date]** to **[name]** (the “Participant”) of **[number]** restricted share units (the “Units”) with respect to a total of **[number]** ordinary shares of the Company, €0.01 nominal value per share (the “Shares”), on the terms of this Agreement and the Company’s 2020 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.

- **[vesting schedule]**
-

(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 their 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 their 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 (an “Eligible Participant”), 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 their 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 requires, make an arrangement that is acceptable to the Company with a creditworthy broker to sell 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 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 may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan.
 - (b) The grant of the Units is exceptional, voluntary and occasional and does not create any contractual or other right to receive future awards of Units or Shares or benefits in lieu of Units or Shares 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 Shares are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company, and the Units are outside the scope of the Participant's employment or services contract, if any.
 - (d) The Participant is voluntarily participating in the Plan.
 - (e) The Units, the Shares, and the income and value of the Units and Shares are not intended to replace any pension rights or compensation.
 - (f) The Units, the Shares, and the income and value of the Units and 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, dismissal or end of service payments; bonuses; long-service awards; pension, retirement or welfare 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.
 - (g) Unless the parties otherwise agree, the Units, the Shares, and the income and value of the same are not consideration for, or granted in connection with, any service the Participant may provide as a director of a subsidiary of the Company.
 - (h) The future value of the Shares is unknown and cannot be predicted with certainty. If the Participant receives Shares, the value of such Shares may increase or decrease in value.
 - (i) 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 or other service relationship by the Company for any reason whatsoever and whether or not in breach of applicable labor laws or the Participant's employment agreement, if any. The Participant irrevocably releases the Company 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 their entitlement to pursue such claim.

(j) Further, if the Participant ceases to be an Eligible Participant for any reason whatsoever and whether or not in breach of applicable labor laws or the Participant's employment agreement, if any, 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 or is no longer otherwise an Eligible Participant, and will not be extended by any notice period mandated under applicable law. The Company has the exclusive discretion to determine when the Participant is no longer an Eligible Participant for purposes of this Agreement and the Plan.

(k) The Participant acknowledges and agrees that neither the Company nor any of its affiliates or agents is liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Units or Shares or of any amounts due to Participant pursuant to the vesting of the Units or the subsequent sale of any Shares acquired upon vesting.

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.

(a) The Participant is hereby informed that Cimpress plc will collect from the Participant through their employer (if not employed by Cimpress plc) certain personal information about the Participant, including the Participant's personal data, such as their name, home address and telephone number, email address, date of birth, social security/insurance number, passport or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all Units or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor ("**Data**").

(b) The Participant is hereby informed and aware that Cimpress plc will collect and process the Data described above to perform (i) its contractual obligations and activities pursuant to this Agreement and the Plan, as well as (ii) those activities in conformity with applicable law and regulations that Cimpress plc as a publicly traded company at the NASDAQ Global Select Market must adhere to. Such data processing activities of the Participant's Data by Cimpress plc will therefore be for purposes including but not limited to implementing, administering and managing the Plan. Cimpress plc will process the Participant's Data as described in this Section 11 for the term of this Agreement and after its termination for a period as required by the Plan, by law or as necessary for the protection of the Company's legitimate interests.

(c) The Participant will, in connection with the Units and the acquisition, holding and/or transfer of Shares or cash resulting from participation in the Plan, be provided with a brokerage account set up and managed by E*TRADE Financial Services, Inc. (including E*TRADE Securities LLC and any other involved affiliates or successors), a stock plan service provider located in the United States or such other stock plan service provider as the Company may select in the future (the "**Service Provider**"). As such, the Participant is hereby informed and aware that Cimpress plc will use and transfer (with assistance

of its subsidiary Cimpres USA Incorporated as described below under Section 11(e)), in electronic or other form, the Participant's Data to the Service Provider insofar such use and transfer to the Service Provider of the Participant's Data is necessary for the set up and management of the individual stock brokerage accounts and further related contractual obligations that apply to Cimpres plc under this Agreement and the Plan.

(d) Cimpres plc is, with regard to the implementation, administration and management of the Plan, assisted within the Cimpres group of companies by its subsidiary Cimpres USA Incorporated. The Participant is hereby informed and aware that their Data, including their personal data, can therefore be transferred by Cimpres plc/Company to Cimpres USA Incorporated (or any other affiliated company in the Cimpres-group providing global-equity related services to Cimpres plc/Company) if the transfer of the Participant's Data is necessary because the legitimate interests of Cimpres plc/Company require that the Data be handled by a US-entity for purposes including but not limited to the global administration and management of the Plan and related Cimpres equity strategy, as well as for global human resources, finance and/or reporting purposes. Besides the foregoing processing purposes of its legitimate interests, any transfer by Cimpres plc/Company to Cimpres USA Incorporated (and/or any other involved affiliated company in the Cimpres-group) or any employee with responsibilities relating to securities, compliance or legal may also be necessary in order to ensure Cimpres plc's compliance with applicable legal obligations (including, without limitation, disclosures required to be made to courts or governmental authorities and agencies, with respect to tax requirements and in response to subpoenas and other legal process or orders).

(e) Cimpres plc will ensure, in accordance with Article 46 of the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("**GDPR**"), that any transfer of personal data from Participants employed by an employer with a corporate seat in the European Economic Area ("**EEA**") or Switzerland to data controllers or data processors – such as the Service Provider or Cimpres USA Incorporated – located outside the borders of the EEA or Switzerland in a country that is viewed as not having an adequate level of protection (e.g., the United States) is subject to a prior agreement of those recipients with the EU standard contractual clauses for the transfer of personal data as included in the Commission Decisions of 27 December 2004 (2004/915/EC) and 5 February 2010 (2010/87/EC).

(f) Cimpres plc will ensure in accordance with Article 9 of the GDPR that any sensitive data of the Participant (e.g., a passport or social security number) employed by an employer with a corporate seat in the EEA or Switzerland will only be collected and further processed in accordance with the purposes as set out in this Agreement and the Plan, after obtaining the Participant's prior explicit consent.

(g) The Participant may, when entitled thereto under the GDPR, exercise their data subject rights by requesting the Company for access to their personal data (including a copy of the personal data that Company holds about the Participant) or exercise their right to rectification, erasure, restriction, data portability and objection. The Participant can exercise most of the foregoing data subject rights himself or herself by using the related functionalities in their local human resources system or by accessing their brokerage account with the Service Provider. Alternatively, the Participant can submit such a 'data subject right' request to their local HR representative or Cimpres' LTI Plan Administrator.

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 their 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 their 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.

17. Entire Agreement and Waiver. This Agreement, the Plan, any applicable country-specific addendum, and any executive retention agreement set forth the entire agreement of the parties hereto with respect to the subject matter contained herein and supersede all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, with respect to the subject matter contained herein. The Participant acknowledges that a waiver by the Company of the breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Participant or any other Participant.

18. Foreign Asset/Account Reporting Requirements. Depending on the Participant's country, the Participant may be subject to foreign asset/account, exchange control and/or tax reporting requirements in connection with the Units, the acquisition, holding and/or transfer of Shares or cash (including dividends and the proceeds arising from the sale of Shares) resulting from participation in the Plan and/or the opening and maintaining of a brokerage or bank account in connection with the Plan. The Participant may be required to report such assets, accounts, account balances and values, and/or related transactions to the applicable authorities in their country. The Participant may also be required to repatriate any funds received in connection with the Units to their country and may be required to use a specific account for doing so and/or to convert the funds to local currency. The Participant acknowledges that they are responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting requirements. The Participant further understands that they should consult their personal legal advisor on these matters.

19. Insider Trading Restrictions/Market Abuse Laws. Depending on the Participant's country, the Participant may be subject to insider trading restrictions or market abuse laws, which may affect the Participant's ability to accept, acquire, sell or otherwise dispose of Shares or rights to Shares (including Units) during such times as the Participant is considered to have "inside information" regarding the Company as defined by applicable laws. Any restrictions under these laws are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Company is not responsible for such restrictions or liable for the failure on the Participant's part to know and abide by such restrictions. The Participant should consult with their own personal legal advisers to ensure compliance with applicable insider-trading and market-abuse laws in the Participant's country, and the Participant acknowledges that they are responsible for complying with any applicable restrictions.

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 Cimpress plc 2020 Equity Incentive Plan.