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

Form 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): January 29, 2019

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

The Netherlands	**000-51539**	**98-0417483**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

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

Registrant's telephone number, including area code: 31-77-850-7700

Not applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company, as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12.b-2 of this chapter).

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. ☐

Item 2.02. Results of Operations and Financial Condition

On January 30, 2019, Cimpress N.V. posted on its web site its Q2 Fiscal Year 2019 Quarterly Earnings Document announcing and discussing its financial results for the second quarter ended December 31, 2018. The full text of the earnings document is furnished as Exhibit 99.1 to this report.

The information in this Item 2.02 and Exhibit 99.1 to this report are not "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section, nor are they incorporated by reference in any filing under the Securities Act of 1933 or the Securities Exchange Act of 1934, except as expressly set forth by specific reference in such a filing.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On January 29, 2019, Cimpress' Board of Directors approved the separation of Katryn "Trynka" Shineman Blake, Executive Vice President and Chief Executive Officer of Vistaprint, whose employment with Cimpress will end on March 1, 2019, and determined that, effective January 29, 2019, she is no longer designated an executive officer of Cimpress, as defined under the rules of the Securities and Exchange Commission ("SEC").

The approval of the Board of Directors was based upon the recommendation of Cimpress' Chief Executive Officer, Robert Keane, who had been in discussions with Ms. Blake about the future of Vistaprint as well as her career goals. Ms. Blake and Mr. Keane determined it was the right time for Ms. Blake to transition out of the company. During her tenure, Ms. Blake led Vistaprint to significantly better levels of customer satisfaction and a greatly increased product range. Mr. Keane will be taking on the interim additional role of Chief Executive Officer of Vistaprint for the foreseeable future until a permanent successor is named.

On January 30, 2019, Cimpress USA Incorporated, a subsidiary of Cimpress N.V., and Ms. Blake entered into a Separation Agreement that provides for compensation and benefits to Ms. Blake as follows:

- A severance payment of $850,000, which equals 12 months of base salary
- Payment of 100% of the COBRA premium incurred by Ms. Blake until the earlier of August 31, 2020 or the date on which Ms. Blake obtains new employment and becomes eligible to participate in her new employer's group healthcare plan or is no longer eligible for COBRA
- A payment of $430,000, which is the aggregate amount of cash retention bonuses that would be payable if Ms. Blake had remained a Cimpress employee through June 30, 2019
- Acceleration of the vesting of 896 restricted share units
- Acceleration of the vesting of 2,325 shares subject to Ms. Blake's share option award
- Extension of Ms. Blake's deadline to exercise her share option award to December 31, 2019
- Acceleration of the service-based vesting condition of 14,170 performance share units and 4,813 supplemental performance share units; however, there is no change to the performance conditions or timing of share issuance (if any) of these awards
- A lump-sum payment of $90,385
- Payment of Ms. Blake's attorneys’ fees in connection with the termination of her employment with Cimpress and the negotiation of her Separation Agreement, up to a maximum of $10,000

The Separation Agreement also contains customary releases and waivers of claims by Ms. Blake. The foregoing is not a complete description of the parties’ rights and obligations under the Separation Agreement and is qualified by reference to the full text and terms of the agreement, which is filed as an exhibit to this report and incorporated herein by reference.

In addition, Cimpress' Board of Directors determined on January 29, 2019 that Cornelis David Arends, Cimpress' Senior Vice President, Upload and Print, is no longer designated a Cimpress executive officer, as defined under SEC rules, effective as of that date due to the changes in his role as of January 2019, as described in Cimpress' Current Report on Form 8-K filed with the SEC on December 27, 2018.

Cimpress' Board of Directors also recently designated as Cimpress executive officers Peter Kelly, Executive Vice President and Chief Executive Officer of National Pen, and Maarten Wensveen, Senior Vice President and Chief Technology Officer of Cimpress.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
10.1	Separation Agreement dated January 30, 2019 between Cimpress USA Incorporated and Katryn Blake
99.1	Q2 Fiscal Year 2019 Quarterly Earnings Document dated January 30, 2019

SIGNATURE

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 hereunto duly authorized.

January 30, 2019 Cimpress N.V.

By: /s/ Sean E. Quinn

Sean E. Quinn

Executive Vice President and Chief Financial Officer

SEPARATION AGREEMENT

This Separation Agreement (this "Agreement") by and between Cimpress USA Incorporated, which has offices at 275 Wyman Street, Waltham, MA 02451, and Katryn Blake ("Executive") is effective as of the eighth (8th) business day following the date of Executive's signature below (the "Effective Date"). As used in this Agreement, the term "Cimpress" means Cimpress USA Incorporated when referencing Executive's employer and Cimpress N.V. and its subsidiaries and affiliates (including, without limitation, Cimpress USA Incorporated) in all other contexts.

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

WHEREAS, Cimpress has determined to terminate Executive's employment;

WHEREAS, Cimpress and Executive desire to enter into this agreement to resolve any issues between them arising from Executive's employment and/or the termination of Executive's employment and also to continue Executive's employment with Cimpress through March 1, 2019 (the "Separation Date"); and

WHEREAS, Cimpress has advised Executive that if she declines to enter into this Agreement, she will not be entitled to receive the additional compensation and benefits described herein, except to the extent such compensation and benefits are expressly provided for in the Executive Retention Agreement.

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

1. Transition Period.

(a) Cimpress and Executive agree that Executive will remain employed by Cimpress from the date of this Agreement through the Separation Date (the "Transition Period"); provided, however, from and after February 16, 2019 through and including the Separation Date, Executive will not be required to come to Cimpress' offices or perform any of her regular job responsibilities for Cimpress, provided that Executive shall be available by telephone or video conference during regular business hours to answer any questions that Cimpress' CEO or other senior Cimpress officers may have from time to time during the Transition Period. During the Transition Period, Executive will continue to receive from Cimpress her base salary at the rate that was in effect immediately before the notification of termination (the "Base Salary"), and will continue to receive from Cimpress the level of fringe benefits and equity vesting to which Executive was entitled immediately before the notification of termination, subject to changes required in accordance with Cimpress' normal policies and practices, benefit plans and written agreements regarding equity.

(b) Effective as of the Separation Date, Executive's employment relationship with Cimpress will automatically and immediately terminate. Except as set forth below, all Cimpress benefits, including, without limitation, life insurance, short term disability and long term disability, will terminate automatically upon the Separation Date. Cimpress will pay to Executive all earned and unpaid salary and/or wages and all accrued and unpaid vacation pay on or within the legally required time following her last day of employment with Cimpress, as well as any outstanding business expenses incurred and submitted in accordance with Cimpress' travel and expense policy.

2. Severance Benefits. If Executive does not rescind acceptance of this Agreement as provided for in Section 9 below and complies with all other terms and conditions of this Agreement, Cimpress shall pay or otherwise provide to Executive the following severance benefits at the times set forth below (or, if this Agreement is not yet effective, as soon as practicable following the Effective Date):

(a) Cimpress shall make a severance payment to Executive in the amount of $850,000, which equals 12 months of Base Salary, in the next regularly scheduled pay cycle following the Separation Date.

(b) Cimpress shall pay one hundred percent (100%) of the COBRA premium incurred by Executive with respect to the continuation of her current health care coverage during the period commencing on March 2, 2019 and ending on August 31, 2020; provided, however, that Cimpress' obligations under this subsection shall cease in the event Executive obtains new employment and Executive becomes eligible to participate in her new employer's group healthcare plan or Executive is no longer eligible for COBRA, whichever comes first. If Executive obtains new employment prior to August 31, 2020, she shall promptly give written notice of such eligibility to the Cimpress contact person identified below the Cimpress signature block at the bottom of this Agreement ("Cimpress Contact Person").

(c) Cimpress shall make a one-time, lump sum payment to Executive in the amount of $430,000, which is the aggregate amount scheduled to vest on or about June 30, 2019 under the Cash Retention Bonuses awarded to Executive in 2017 and 2018 under the Cimpress LTI program (the "Cash Retention Bonus In Lieu of Payment"), which shall be in lieu of payment of actual Cash Retention Bonuses under the Cimpress LTI program. Cimpress shall pay the Cash Retention Bonus In Lieu of Payment to Executive at or before the time that a Cash Retention Bonus payout would have been made to Executive had she remained continuously employed by Cimpress through the end of Cimpress' 2019 fiscal year; provided, however, in no event shall Cimpress pay such lump-sum payment to Executive later than July 31, 2019. For the avoidance of doubt, this Section 2(c) does not apply to any Performance Cash Awards awarded to Executive.

(d) Cimpress shall accelerate the vesting of the Cimpress N.V. restricted share units ("RSUs") held by Executive that, under the terms of the respective RSU agreements, are scheduled to vest during the period commencing on March 2, 2019 and ending on March 1, 2020, so that such RSUs will be fully vested as of the Separation Date (or the first such date thereafter as is administratively feasible); provided, however, that in no event will such RSUs be made available to Executive before the Effective Date. Executive understands and acknowledges that the vesting of RSUs representing a total of 896 Cimpress shares is expected to be accelerated under this subsection.

(e) Cimpress shall accelerate the vesting of the Cimpress N.V. premium-priced share options ("PPSOs") held by Executive that, under the terms of the respective share option agreements, are scheduled to vest during the period commencing on March 2, 2019 and ending on March 1, 2020, so that such PPSOs will be fully vested as of the Separation Date (or the first such date thereafter as is administratively feasible); provided, however, that in no event shall such accelerated PPSOs be made available to the Executive before the Effective Date. Executive understands and acknowledges that the vesting of PPSOs to purchase a total of 2,325 Cimpress shares is expected to be accelerated under this subsection. Further, and after giving effect to the accelerated vesting described in this subsection, Cimpress shall extend to December 31, 2019 (but no later than the original expiration date of such options) the deadline for exercising all vested and unexercised PPSOs and any other Cimpress nonqualified share options (collectively with PPSOs, "NSOs") held by Executive at March 1, 2019.

(f) Cimpress shall accelerate the service-based vesting of the Cimpress N.V. performance share units ("PSUs") held by Executive that, under the terms of the respective PSU agreements, are scheduled to vest during the period commencing on March 2, 2019 and ending on March 1, 2020, so that such PSUs will be vested (from a service time standpoint only) as of the Separation Date (or the first such date thereafter as is administratively feasible); provided, however, that in no event shall such accelerated PSUs be made available to Executive before the Effective Date. Executive understands and acknowledges that the service-based vesting of 14,170 PSUs is expected to be accelerated under this subsection. For avoidance of doubt, no changes will be made to the performance conditions (as described in section 3 of each PSU agreement) applicable to such PSUs and such PSUs will settle only at the time, and subject to the conditions, set forth in the respective PSU agreements.

(g) Cimpress shall accelerate the service-based vesting of the Cimpress N.V. PSUs held by Executive that, under the terms of the supplemental PSU agreement executed by Executive (the "SPSU agreement"), are scheduled to vest during the period commencing on March 2, 2019 and ending on March 1, 2020 (such PSUs are referred to herein as "SPSUs"), so that such SPSUs will be vested (from a service time standpoint only) as of the Separation Date (or the first such date thereafter as is administratively feasible); provided, however, that in no event shall such accelerated SPSUs be made available to Executive before the Effective Date. Executive understands and acknowledges that the service-based vesting of 4,813 SPSUs is expected to be accelerated under this subsection. For avoidance of doubt, no changes will be made to the performance conditions (as described in sections 3 and 4 of the SPSU agreement) applicable to such SPSUs and such SPSUs will settle only at the time, and subject to the conditions, set forth in the SPSU agreement.

(h) Cimpress shall make a one-time, lump sum payment to Executive in the amount of $90,385. Cimpress shall make such payment within thirty (30) days following the Separation Date.

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

Notwithstanding anything to the contrary in this Agreement, Cimpress acknowledges that Executive is entitled to the Severance Benefits set out in Section 2(a) and 12 months of the benefits set out in Section 2(b), even if she does not sign this Agreement.

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

Executive Retention Agreement remained in force and effect. Cimpress hereby represents and warrants that none of the Severance Benefits under this Separation Agreement constitute "substitutions" (under Section 409A) for deferred payments to Executive under the Executive Retention Agreement that has been cancelled.

4. Certain Executive Acknowledgements. Executive understands and acknowledges that, owing to her separation from employment with Cimpress as of the Separation Date, (i) all of Executive's rights to participate in and receive payouts under any and all existing or future Cimpress long-term incentive compensation plans and programs (collectively, "Cimpress LTI programs") will terminate effective on the Separation Date, and accordingly she will not be eligible to receive a payout under Cimpress' LTI programs (including, without limitation, the LTI cash retention bonus program and any Performance Cash Awards awarded to Executive) in respect of Cimpress' 2019 fiscal year, or in respect of any subsequent fiscal year (it being understood that Executive shall remain eligible to receive the "in lieu of" payments described in and subject to Section 2 above); and (ii) all unvested NSOs, RSUs, PSUs and SPSUs held by Executive on the Separation Date (after giving effect to the accelerations contemplated in Section 2 above, including that the accelerated PSUs under Section 2(f) above and the accelerated SPSUs under Section 2(g) above will remain outstanding and subject to the performance and other conditions set forth in the respective PSU agreement or SPSU agreement), will be forfeited in accordance with their terms. Executive further acknowledges that except for the NSOs, RSUs, PSUs and SPSUs awarded to her by Cimpress and reflected in Executive's Cimpress-related E*TRADE stock plan account, she holds no NSOs, RSUs, PSUs, SPSUs or other rights to purchase or otherwise acquire shares of Cimpress N.V. (or any Cimpress N.V. affiliate).

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

6. General Release and Waiver of All Claims.

(a) In consideration of the compensation and other benefits provided for in this Agreement that Executive is not otherwise entitled to receive unless she signs and does not timely rescind acceptance of this Agreement, Executive hereby fully, forever, irrevocably and unconditionally releases, remises and discharges Cimpress USA Incorporated, its corporate affiliates (including, without limitation, Cimpress N.V.) and its and their respective officers, directors, employees, stockholders, subsidiaries, parent companies, agents and representatives (each in their individual and corporate capacities) (hereinafter, the "Released Parties") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, liabilities and expenses (including attorneys' fees and costs), in each case of every kind and nature which Executive has ever had or now has against the Released Parties in any way arising out of or relating to her employment with Cimpress, the termination of her employment with Cimpress and/or any other dealings Executive has had with Cimpress, including, but not limited to, all claims under Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code; the Employee Retirement Income Security Act; the Immigration Reform Control Act; the Fair Credit Reporting Act; the Age Discrimination in Employment Act ("ADEA"); the Older Workers Benefits Protection Act; the Americans with Disabilities Act of 1990; the Fair Labor Standards Act; the Genetic Information Nondiscrimination Act; the Worker Adjustment and Retraining Act; the Occupational Safety and Health Act; the Family and Medical Leave Act; the Massachusetts Law Against Discrimination, M.G.L. c. 151B; the Massachusetts Civil Rights Act, M.G.L. c. 12, §§ 11H and 11I; the Massachusetts Privacy Statute, M.G.L. c. 214, §1B; the Massachusetts Wage Act (Massachusetts law regarding payment of wages and overtime), M.G.L. c. 149, §§ 148 and 150; Massachusetts Equal Rights Act, Mass. Gen. Laws. ch. 93, § 102 and Mass. Gen. Laws ch. 214, § 1C; the Massachusetts Labor and Industries Act, Mass. Gen. Laws ch. 149, § 1 et seq.; the Massachusetts Maternity Leave Act, Mass. Gen. Laws ch. 149, § 105D; and the Massachusetts Small Necessities Leave Act, Mass. Gen. Laws ch. 149, § 52D (each of the foregoing statutes and regulations as amended); any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance; any public policy, contract, tort, or common law; and any allegation for costs, fees or other expenses including attorneys' fees incurred in these matters. This General Release and Waiver of All Claims specifically includes, but is not limited to: any and all back pay, front pay, compensatory, exemplary, punitive and liquidated damages; all common law claims including, but not limited to, actions in tort, defamation and breach of contract; all claims to any non-vested ownership interest in Cimpress, contractual or otherwise, including, but not limited to, claims to shares, restricted share units, performance share units, share options or any other equity rights; and any claim or damage arising out of Executive's employment with or separation from Cimpress (including a claim for retaliation) under any common law theory or any federal, state or local statute or ordinance not expressly referenced above; provided, however, that this General Release and Waiver of All Claims does not cover claims that cannot be waived as a matter of law, including claims under the unemployment compensation and workers' compensation statutes and as set forth in Section 7 below. This General Release and Waiver of All Claims shall not affect any of Executive's vested rights in Cimpress' 401(k) plan, and/or all relevant employee equity plans, all of which shall be governed by the terms of said plans.

(b) Executive understands and agrees that the claims released in this Section 6 include not only claims presently known to her, but also all unknown or unanticipated claims, rights, demands, actions, obligations, liabilities and causes of action of every kind and character that would otherwise come within the scope of the released claims as described in this Section 6. Executive understands that she may hereafter discover facts different from what Executive now believes to be true that, if known, could have materially affected this Agreement, but Executive nevertheless waives and releases any claims or rights based on different or additional facts.

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

(d) Notwithstanding the above general release, Cimpress agrees that Executive is not releasing any claims or rights Executive may have for indemnification under applicable law or any governing document of Cimpress or any Cimpress affiliate, under the indemnification agreement entered into between Executive and Cimpress on August 28, 2009 (the "Indemnification Agreement") or under any insurance policy providing directors' and officers' coverage for any lawsuit or claim relating to the period when Executive was a director, officer, or executive of Cimpress or any Cimpress affiliate; provided, however, that (i) this acknowledgement is not a concession, acknowledgment, or guaranty that Executive has any such rights to indemnification or coverage, (ii) this Agreement does not create any additional rights for Executive to indemnification or coverage, and (iii) Cimpress retains any defenses it may have to such indemnification or coverage.

7. Preservation of Rights. The parties agree that nothing contained in this Agreement (including Exhibit A hereto) limits Executive's right to file a charge or complaint with or to report possible violations of federal or state law to any federal or state governmental agency (including, without limitation, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration and the Securities and Exchange Commission). Executive further understands that nothing in this Agreement (including Exhibit A hereto) limits Executive's right (i) to provide information or documents to (including documents protected by Section 15 below) or otherwise communicate with such governmental agencies, or to participate in any investigation or proceeding that may be conducted by such governmental agencies, in each case without notice to Cimpress, or (ii) to receive or fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a governmental agency.

8. Representations. Executive represents that: (i) she understands she is waiving the various claims she could have asserted against Cimpress in connection with her employment with Cimpress and the termination of her employment with Cimpress, including, without limitation, under the ADEA and the other laws specified in Section 6 above; (ii) she has read this Agreement, including the release set forth in Section 6 above, carefully and understands all of its provisions; (iii) she understands that rights or claims under the ADEA which may arise after the date this Agreement is executed are not waived by her; (iv) she understands that Cimpress advises Executive to consult with an attorney before signing this Agreement and to the extent that Executive desired, she availed herself of this right; (v) the benefits are above and beyond the payments or benefits otherwise owed to Executive under the terms of her employment with Cimpress or required by law; and (vi) she understands and agrees that Cimpress provided this Agreement to Executive on January 29, 2019 and that she has twenty-one (21) days from such date to consider, sign and return this Agreement, including the release set forth in Section 6 above, and that any changes to this Agreement made subsequent to such date, whether material or immaterial, do not restart the running of such twenty-one (21) day period.

9. Right to Rescind. Executive may rescind her acceptance of this Agreement, including the release set forth in Section 6 above and the restrictive covenants set forth in Sections 13 through 16 below if, within seven (7) business days after she signs this Agreement, she delivers a notice of rescission to Cimpress. To be effective, such rescission must be hand delivered, mailed, emailed or mailed by certified mail, return receipt requested, before the expiration of the seven (7) business day period to the Cimpress Contact Person. If Executive does not so revoke, this Agreement will become a binding agreement between Executive and Cimpress eight (8) business days from the date of Executive's signature below. Executive understands and acknowledges that if she rescinds this Agreement, she will not be entitled to

receive the Severance Benefits and Cimpress will have no obligation to perform any or all of its commitments and obligations under this Agreement.

10. Non-Disparagement. Executive understands and agrees that as a condition of her receipt of the compensation and other benefits provided to Executive under this Agreement that Executive is not otherwise entitled to receive unless she signs and does not rescind acceptance of this Agreement, she shall not make any false, disparaging or derogatory statement to any person or entity, including any media outlet, regarding Cimpress or any of its directors, officers, employees, agents or representatives or about Cimpress' business affairs or financial condition. For the avoidance of doubt, this Section 10 applies to any statement that has or reasonably could be expected to have an adverse effect on Cimpress' business or reputation. Notwithstanding the foregoing, this Section 10 does not apply to any statements or other communications covered by or contemplated in Section 7 above or any statement made truthfully as required by law. The parties agree that Executive's departure was a mutual decision and not a reflection on Executive's performance.

11. Cooperation. During the remainder of Executive's employment with Cimpress and for a period of one (1) year following the termination of her employment, Executive agrees that she will reasonably cooperate, taking into consideration Executive's prior personal and professional obligations, with Cimpress and its counsel, at Cimpress' expense, in connection with any investigation, administrative proceeding or litigation conducted or defended by Cimpress. Executive agrees that, in the event that she is subpoenaed or otherwise required by any person or entity to give testimony (in a deposition, court proceeding or otherwise) that in any way relates to her employment with Cimpress, Executive will give prompt written notice of such request to the Cimpress general counsel and will make no disclosure until Cimpress has had a reasonable opportunity to contest the right of the requesting person or entity to such disclosure. Notwithstanding the foregoing, this Section 11 does not apply to any investigation, administrative proceeding or litigation described or contemplated in Section 7 above.

12. Assignment-Related Matters.

(a) Cimpress and Executive acknowledge and reaffirm their continuing obligations toward each other under (i) the Long-Term Assignment Agreement, dated as of August 8, 2012, by and between Executive and Cimpress USA Incorporated (the "Assignment Agreement"), (ii) the Tax Equalization Agreement executed by Executive on August 8, 2012 (the "Tax Equalization Agreement"), and (iii) the Cimpress Tax Equalization Policy, as amended from time to time (the "Tax Equalization Policy"), in each case, relating to Executive's assignment to Cimpress' Paris office during the 2012-2014 time period, including, without limitation, the tax equalization and payment obligations described therein.

(b) The parties anticipate that trailing liabilities in respect of Executive's international assignment will continue through calendar year 2020. Cimpress and Executive agree that PricewaterhouseCoopers LLP ("PWC"), or another similar tax provider designated by Cimpress, shall provide tax preparation services to Executive in connection with Executive's U.S. and French tax returns for the 2018, 2019 and 2020 tax years, the fees and costs for which shall be borne by Cimpress insofar as such fees and costs relate to Executive's international assignment. Tax preparation services may be extended for additional tax years to facilitate the recapture of Cimpress paid foreign tax credits and international assignment-related deductions and will be extended if it is determined by the designated tax provider at such time that Executive continues to have trailing tax liabilities and/or benefits related to her international assignment. Cimpress further agrees to recommend to Executive what Executive should pay for her quarterly taxes through the calendar year 2020 in a manner consistent with past practice.

(c) Executive hereby agrees to:

i. submit data in a timely fashion to ensure preparation of tax returns (US and France) prior to the due date or extended due date. Additional fees, penalties, interest or late charges caused by delays on the part of Executive in providing data in a timely manner or in filing Executive's tax returns will be Executive's responsibility and will not be reimbursed by Cimpress;

ii. cooperate with Cimpress and PWC (or the designated tax preparer) to finalize required tax equalization or tax gross up calculations in a timely fashion;

iii. notify Cimpress and return any tax refunds or payments from tax authorities to Cimpress to the extent such refunds or payments are generated by deductions, exclusions, taxes or tax credits that either belong to Cimpress or are paid by Cimpress under the Tax Equalization Agreement;

iv. advise Cimpress and PWC (or the designated tax preparer) in writing of any correspondence from tax authorities relating to any international assignment year and post-assignment years covered under the Tax Equalization Agreement, including any assessments, audit or examination, or inquiry of any kind; and

v. remit payment in settlement of Executive's tax equalization balance due (if any) within forty-five (45) days of receipt of the calculation. Cimpress may agree, in its sole discretion, to extend the payment deadline if Executive is awaiting receipt of a tax refund; provided, however, if Executive is awaiting receipt of a tax refund at such time that is greater than $20,000, Cimpress will extend the payment deadline until five (5) business days after Executive receives such refund.

(d) Executive hereby authorizes PWC (or the designated tax preparer) to provide a copy of the above-reference tax equalization settlement calculation to Cimpress. Cimpress agrees to pay any settlement owed to Executive within thirty (30) days of receipt of the calculation.

(e) To the extent Executive fails to comply with her tax equalization obligations in any material respect, any expected refunds or reduction in income tax and social tax liabilities shall become a debt owed to Cimpress and subject to standard Cimpress collection proceedings or legal remedies as deemed necessary. Concurrently, the obligation of Cimpress to make certain tax payments that would otherwise be owed on Executive's behalf will immediately cease. If Cimpress is legally required to make a payment to any tax authority on Executive's behalf, Executive agrees that such payment constitutes a loan to Executive and is subject to settlement via the tax equalization process or, if needed, the collection proceedings.

(f) The provisions under this Section 12 relating to tax equalization are intended to facilitate the re-payment to Cimpress of reductions in Executive's tax liability that may arise through utilization of credits that belong to Cimpress (e.g., foreign tax credits, foreign tax credit carryovers, deductions, exclusions, etc.) and to protect Executive in case of excess tax costs incurred that relate to Cimpress-provided international assignment-related compensation. These provisions shall never be interpreted to imply that Cimpress is responsible for any employee income tax liability on compensation or benefits paid by another employer or company. In the event Executive has incentive and/or other Cimpress compensation related to Executive's French assignment where Cimpress funds Executive's actual French withholding tax, Cimpress reserves the right to withhold and/or transfer a pro-rata portion of Executive's withholding to hypothetical tax. The hypothetical withholding will be credited to Executive through the final tax equalization calculation.

(g) Notwithstanding anything to the contrary contained in this Section 12, the Assignment Agreement and the Tax Equalization Agreement shall remain in effect until such time as each party has discharged its obligations with respect to Executive's international assignment in full. The obligations set out in this Section 12 are in addition to the terms of the Assignment Agreement, the Tax Equalization Agreement and/or the Tax Equalization Policy.

13. Non-Competition. In consideration of the compensation and other benefits provided for in this Agreement that Executive is not entitled to receive unless she signs and does not rescind acceptance of this Agreement, while Executive is employed by Cimpress and for a period of one year after the Separation Date, and subject to the additional terms set forth below, Executive will not directly or indirectly:

(a) engage in any business or enterprise (whether as owner, partner, officer, director, employee, consultant, investor, lender or otherwise, except as the holder of not more than 1% of the outstanding stock of a publicly-held company) that is competitive with Cimpress' business, including but not limited to any business or enterprise that develops, manufactures, markets, or sells any product or service that competes with any product or service developed, manufactured, marketed, sold or provided, or planned to be developed, manufactured, marketed, sold or provided, by Cimpress while Executive was employed by Cimpress; or

(b) either alone or in association with others, sell or attempt to sell to any person or entity that was, or to whom Cimpress had made or received a proposal to become, a customer or client of Cimpress at any time during the term of Executive's employment with Cimpress, any products or services which are competitive with any products or services developed, manufactured, marketed, sold or provided by Cimpress.

Executive acknowledges and agrees that the non-competition covenants set forth in this Section 13 are being made in connection with the cessation of Executive's employment relationship with Cimpress.

14. Non-Solicitation. In consideration of the compensation and other benefits provided for in this Agreement that Executive is not entitled to receive unless she signs and does not rescind acceptance of this Agreement, Executive agrees that while Executive is employed by Cimpress and for a period of one year after the Separation Date, Executive will not directly or indirectly, either alone or in association with others (a) solicit, or permit any organization directly or indirectly controlled by Executive to solicit, any employee of Cimpress to leave the employ of Cimpress, or (b) solicit for employment, hire or engage as an employee or an independent contractor, or permit any organization directly or indirectly controlled by Executive to solicit for employment, hire or engage as an employee or an independent contractor, any person who was employed by Cimpress as of the Separation Date; provided, that clause (b) shall not apply to any individual whose employment with Cimpress has been terminated for a period of six months or longer at the time of such solicitation, hiring or engagement.

15. Proprietary Information. In consideration of the compensation and other benefits provided for in this Agreement that Executive is not entitled to receive unless she signs and does not rescind acceptance of this Agreement, to the fullest extent permitted by applicable law and except as provided for in Section 7 above:

(a) Executive agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning Cimpress' business, business relationships or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of Cimpress. By way of illustration, but not limitation, Proprietary Information may include inventions, products, processes, methods, techniques, formulas, compositions, compounds, projects, developments, plans, research data, financial data, personnel data, computer programs, customer and supplier lists, and contacts at or knowledge of customers or prospective customers of Cimpress. Executive will not disclose any Proprietary Information to any person or entity other than employees of Cimpress or use the same for any purposes (other than in the performance of Executive's duties as an employee of Cimpress up to and including the Separation Date) without written approval by an officer of Cimpress, either during or after her employment with Cimpress, unless and until such Proprietary Information has become public knowledge without fault by Executive.

(b) Executive agrees that all files, letters, memoranda, reports, records, data, sketches, drawings, notebooks, program listings, or other written, photographic, or other tangible material containing Proprietary Information, whether created by Executive or others, which shall come into her custody or possession, shall be and are the exclusive property of Cimpress to be used by Executive only in the performance of her duties for Cimpress. All such materials or copies thereof and all tangible property of Cimpress in the custody or possession of Executive shall be delivered to Cimpress, upon the earlier of (i) a request by Cimpress or (ii) the Separation Date. After such delivery, Executive shall not retain any such materials or copies thereof or any such tangible property.

(c) Executive agrees that her obligation not to disclose or to use information and materials of the types set forth in subsections (a) and (b) above, and her obligation to return materials and tangible property, set forth in subsection (b) above, also extends to such types of information, materials and tangible property of customers of Cimpress or suppliers to Cimpress or other third parties who may have disclosed or entrusted the same to Cimpress or to Executive.

16. Developments. In consideration of the compensation and other benefits provided for in this Agreement that Executive is not entitled to receive unless she signs and does not rescind acceptance of this Agreement:

(a) Executive will make full and prompt disclosure to Cimpress of all inventions, improvements, discoveries, methods, developments, software, graphic designs and works of authorship, whether patentable or not, which are created, made, conceived or reduced to practice by her or under her direction or jointly with others during her employment by Cimpress (all of which are collectively referred to in this Agreement as "Developments"). This Section 16(a) shall not apply to Developments which do not relate to the present or planned business research and development of Cimpress and which are made and conceived by Executive not during normal working hours, not on Cimpress' premises and not using Cimpress' tools, devices, equipment or Proprietary Information. However, Cimpress reserves the right to request at any time that Executive makes full disclosure to Cimpress of all Developments created, made, conceived or reduced to practice by Executive during a specific period of time, such period of time to be specified in a request notification. Executive agrees to execute and complete these ad hoc disclosures upon written request of Cimpress.

(b) Executive agrees to assign and does hereby assign to Cimpress (or any person or entity designated by Cimpress) all her right, title and interest in and to all Developments and all related patents, patent applications, copyrights and copyright applications. However, this Section 16(b) shall not apply to Developments which do not relate to the present or planned business or research and development of Cimpress and which are made and conceived by Executive not during normal working hours, not on Cimpress' premises and not using Cimpress' tools, devices, equipment or Proprietary Information. Executive understands that, to the extent this Agreement shall be construed in accordance with the laws of any state which precludes a requirement in a separation agreement to assign certain classes of inventions made by an employee, this Section 16(b) shall be interpreted not to apply to any invention which a court rules and/or Cimpress agrees falls within such classes. Executive also hereby waives all claims to moral rights in any Developments.

(c) Executive agrees to cooperate fully with Cimpress, both during and after her employment with Cimpress, with respect to the procurement, maintenance and enforcement of copyrights, patents and other intellectual property rights (both in the United States and foreign countries) relating to Developments. Executive shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignments of priority rights, and powers of attorney, which Cimpress may deem necessary or desirable in order to protect its rights and interests in any Development. Executive further agrees that if Cimpress is unable, after reasonable effort, to secure the signature of Executive on any such papers, any executive officer of Cimpress shall be entitled to execute any such papers as the agent and the attorney-in-fact of Executive, and Executive hereby irrevocably designates and appoints each executive officer of Cimpress as her agent and attorney-in-fact to execute any such papers on her behalf, and to take any and all actions as Cimpress may deem necessary or desirable in order to protect its rights and interests in any Development, under the conditions described in this sentence.

17. Confidentiality. Executive understands and agrees that, until such time as this Agreement has been publicly filed by Cimpress in accordance with applicable securities laws, to the fullest extent permitted by applicable law and except as provided for in Section 7 above, the amounts and types of Severance Benefits provided for in this Agreement shall be maintained as strictly confidential by Executive and her agents and representatives and shall not be disclosed except to her immediate family, financial advisors, accountants, taxing authorities, unemployment office, mortgage lenders/bank personnel and/or attorney, and to the extent required by federal or state law, including a subpoena, or as otherwise agreed to in writing by Cimpress.

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

19. Attorneys' Fees. Cimpress will pay the attorneys' fees and costs incurred by Executive solely in connection with the termination of Executive's employment with Cimpress and the negotiation of this Agreement, up to a maximum of $10,000, subject to receipt by Cimpress of a simple invoice from Executive's law firm addressed to Executive but marked as payable by Cimpress (up to the maximum amount indicated above). Payment will be made to the law firm directly within 30 days after receipt of invoice. Invoice must be submitted to the Cimpress Contact Person within 30 days of execution of this Agreement accompanied by a representation from Executive's law firm that all services rendered to Executive thereunder relate to negotiation and execution of this Agreement and/or Executive's separation from service with Cimpress.

20. Nature of Agreement. The parties understand and agree that this Agreement is a severance agreement and does not constitute an admission by Cimpress or Executive of liability or wrongdoing of any kind on its part.

21. References. Cimpress agrees that Executive may direct any prospective employer to Dawn Flannigan, or her replacement, for a factual reference that will be limited to confirming Executive's dates of employment and last title. Executive may also direct prospective employers to Robert Keane.

22. Amendment. This Agreement shall be binding upon the parties and may not be modified in any manner, except by an instrument in writing of concurrent or subsequent date signed by duly authorized representatives of the parties hereto. This Agreement is binding upon and shall inure to the benefit of the parties and their respective agents, assigns, heirs, executors, successors and administrators. If Executive dies before receiving any Severance Benefit described in Section 2 above, the Severance Benefit payment will be made to her spouse. If her spouse is not alive at such time, the Severance Benefit payment will be made to her estate.

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

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

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

26. Section 409A. Neither Cimpress nor Executive may elect to defer delivery of any of the payments to be made under this Agreement. If any of the Severance Benefits is considered “nonqualified deferred compensation” within the meaning of Section 409A of the U.S. Internal Revenue Code, as amended, and the regulations and guidance promulgated thereunder (“Section 409A”), and Executive is considered a “specified employee” within the meaning of Section 409A, then notwithstanding the other provisions of this Agreement, no such Severance Benefits shall be paid to Executive during the six-month period following Executive’s termination of employment; provided, however, that such Severance Benefits may be paid immediately following the death of Executive and such Severance Benefits shall be paid in a lump sum immediately upon the expiration of such six-month period; and provided further, if not prohibited by Section 409A, such Severance Benefits shall, upon the Separation Date, be paid into an escrow account with a third party resonably acceptable to Executive, such escrow account to be subject to the claims of creditors of Cimpress and such Severance Benefits to be paid to Executive immediately upon the expiration of such six-month period. Each amount to be paid or benefit to be provided under this Agreement shall be construed as a separate and distinct payment for purposes of Section 409A.

27. Governing Law; Forum. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Commonwealth of Massachusetts. Any legal suit, action or proceeding arising out of or related to this Agreement shall be instituted exclusively in the federal courts of the United States sitting in Boston, Massachusetts or the courts of the Commonwealth of Massachusetts sitting in Middlesex County, Massachusetts, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

28. Entire Agreement. This Agreement, together with the Indemnification Agreement, the Tax Equalization Agreement, the Tax Equalization Policy and agreements relating to equity awards between Executive and Cimpress, contains and constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and cancels all previous oral and written negotiations, agreements, commitments and writings in connection therewith, including, without limitation, any such negotiations, agreements, commitments or writings relating to severance or other potential payments or benefits to Executive in the event of the termination of her employment with Cimpress.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CIMPRESS USA INCORPORATED

By: /s/Robert Keane Name: Robert Keane Title: Chief Executive Officer	/s/Katryn Blake Katryn Blake
Date: January 29, 2019	Date: January 30, 2019

Cimpress Contact Person:

Matthew Walsh
Cimpress USA Incorporated
275 Wyman Street
Waltham, MA 02451

Exhibit A

GENERAL RELEASE OF CLAIMS

In consideration of the compensation and other benefits provided for in the Separation Agreement between Cimpress USA Incorporated ("Cimpress") and me (the "Separation Agreement"), I, Katryn Blake, do hereby fully, forever, irrevocably and unconditionally release, remise and discharge Cimpress USA Incorporated, its corporate affiliates (including, without limitation, Cimpress N.V.), and its and their respective officers, directors, employees, stockholders, subsidiaries, parent companies, agents and representatives (each in their individual and corporate capacities) (hereinafter, the "Released Parties") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, liabilities, and expenses (including attorneys' fees and costs), in each case of every kind and nature which I have ever had or may now have against the Released Parties in any way arising out of or relating to my employment with Cimpress, the termination of my employment with Cimpress and/or any other dealings I have had with Cimpress, including, but not limited to: all claims under Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code; the Employee Retirement Income Security Act; the Immigration Reform Control Act; the Fair Credit Reporting Act; the Americans with Disabilities Act of 1990; the Fair Labor Standards Act; the Genetic Information Nondiscrimination Act; the Worker Adjustment and Retraining Act; the Occupational Safety and Health Act; the Family and Medical Leave Act; the Massachusetts Law Against Discrimination, M.G.L. c. 151B; the Massachusetts Civil Rights Act, MG.L. c. 12, §§11H and 11I; the Massachusetts Privacy Statute, M.G.L. c. 214, §1B; the Massachusetts Wage Act, M.G.L. c. 149, §§ 148 and 150; Massachusetts Equal Rights Act, Mass. Gen. Laws. ch. 93, § 102 and Mass. Gen. Laws ch. 214, § 1C; the Massachusetts Labor and Industries Act, Mass. Gen. Laws ch. 149, § 1 et seq.; the Massachusetts Maternity Leave Act, Mass. Gen. Laws ch. 149, § 105D; and the Massachusetts Small Necessities Leave Act, Mass. Gen. Laws ch. 149, § 52D (each of the foregoing statutes and regulations as amended); any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance; any public policy, contract, tort, or common law; and any allegation for costs, fees or other expenses including attorneys' fees incurred in these matters. This General Release of Claims specifically includes, but is not limited to: any and all back pay, front pay, compensatory, exemplary, punitive and liquidated damages; all common law claims including, but not limited to, actions in tort, defamation and breach of contract; all claims to any non-vested ownership interest in Cimpress N.V. or any of its subsidiaries and affiliates, contractual or otherwise, including, but not limited to, claims to shares, restricted share units, performance share units, share options or any other equity rights; and any claim or damage arising out of Executive's employment with or separation from Cimpress (including a claim for retaliation) under any common law theory or any federal, state or local statute or ordinance not expressly referenced above; provided, however, that this General Release of Claims does not (i) cover claims that cannot be waived as a matter of law, including claims under the unemployment compensation and workers' compensation statutes or (ii) limit my right to file a charge or complaint with or to report possible violations of federal or state law to any federal or state governmental agency or to receive or fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a governmental agency. This General Release of Claims shall not affect any of my vested rights in Cimpress' 401(k) plan, and/or all relevant employee equity plans, all of which shall be governed by the terms of said plans. This General Release of Claims supplements and is in addition to the general release of claims contained within the Separation Agreement. Further, Executive is not releasing her rights to indemnification and defense as set out in Section 6(d) of the Separation Agreement.

This General Release of Claims is executed as a sealed instrument on ______________________, 2019.

____
Katryn Blake

Q2 Fiscal Year 2019

Quarterly Earnings Document
January 30, 2019

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CIMPRESS' UPPERMOST FINANCIAL OBJECTIVE

Our uppermost financial objective is to maximize our intrinsic value per share ("IVPS"). We define IVPS as (a) the unlevered free cash flow per diluted share that, in our best judgment, will occur between now and the long-term future, appropriately discounted to reflect our cost of capital, minus (b) net debt per diluted share. We define unlevered free cash flow as free cash flow plus cash interest expense related to borrowing.

We endeavor to make all financial decisions in service of this priority. As such, we often make decisions that could be considered non-optimal were they to be evaluated based on other criteria such as (but not limited to) near- and mid-term operating income, net income, EPS, Adjusted Net Operating Profit (Adjusted NOP), Adjusted EBITDA, and cash flow.

IVPS is inherently long term in nature. Thus an explicit outcome of this is that we accept fluctuations in our financial metrics as we make investments that we believe will deliver attractive long-term returns on investment.

OUR STRATEGY

Cimpress invests in and builds customer-focused, entrepreneurial, mass customization businesses for the long term, which we manage in a decentralized, autonomous manner.

We drive competitive advantage across Cimpress through a select few shared strategic capabilities that have the greatest potential to create company-wide value.

We limit all other central activities to only those which absolutely must be performed centrally.

LETTER FROM ROBERT

Dear Investor,

We had a poor quarter, the worst in a long time.

- **Consolidated revenue** grew 8% year over year in Q2 FY2019, and **organic constant-currency revenue** grew 6%, compared to 32% and 11%, respectively, in Q2 FY2018.
  - Vistaprint's reported revenue growth was 1% and organic constant-currency revenue growth was 3%.
  - Vistaprint consumer product bookings, which represent a larger percentage of bookings in the December quarter, declined by about 2% in constant currency.
- **Operating income** was $90.6 million in Q2 FY2019 versus $72.7 million in the same period last year and **Adjusted Net Operating Profit (NOP)** was $115.1 million, versus $93.7 million last year. These headline figures mask underlying weakness since they include a reversal of $15.4 million in share-based compensation expense, a $12.0 million timing-related benefit of the adoption of a new accounting standard, and the first-time inclusion of BuildASign profits.
- **Cash flow from operations** was $183.3 million and **free cash flow** was $154.8 million in Q2 FY2019, growing year over year, respectively, from $160.4 million and $132.7 million. However, these increases were primarily driven by working capital favorability and the addition of BuildASign.

As you will recall, we were also disappointed with our revenue growth last quarter. Our deteriorating performance over the past six plus months led to some serious soul searching about the root causes and what we will do about them. Many of our challenges are within our control as described in this letter. Others are external in nature: competitors that drive up the cost of advertising and drive down the price to customers, and key input costs such as paper are increasing.

These challenges drive a need for urgency, focus, and operational excellence. Below is a summary of actions we have implemented so far.

Vistaprint Transition
I am proud of the progress Vistaprint has made over the past several years to passionately serve small business owners with an increasingly broad and deep product assortment and materially improved customer service levels and net promoter scores. However, some of Vistaprint's key foundational basics either have not progressed rapidly enough or have deteriorated while Vistaprint focused on evolving its customer value proposition. We can only grow as tall and fast as our foundation will support so, effective immediately, we are focusing resources to address the following inter-related issues at Vistaprint:

- Our customer experience is not good enough: it suffers from bugs and glitches that impact conversion rates, it lacks personalization and segmentation, and our mobile experience is poor.
- We do not have world-class capabilities in analytically driven marketing, merchandising and pricing.
- Our decision-making processes and tools have not kept up with the increasing complexity of the business, which has led to decisions that are inconsistent with the creation of intrinsic value.

We plan to address the above issues by focusing on engineering, analytical marketing and operations. Vistaprint CEO Trynka Shineman and I have discussed the future of Vistaprint as well as her career goals and have decided that this is the right time for her to transition out of Cimpress. She and I have discussed this possibility for some time; it is not a result of our Q2 FY2019 results. I sincerely thank Trynka for the lasting imprint she has made over the past 15 years and for leading Vistaprint to significantly better levels of customer satisfaction and a greatly increased product range. I will be taking on the additional role of interim Vistaprint CEO for the foreseeable future until a permanent successor is named.

Maarten Wensveen, who will remain Cimpress' chief technology officer, is taking on the additional role as interim Vistaprint CTO until we name a new permanent Vistaprint CTO.

One area I am especially focused on is looking deeply at Vistaprint's advertising to ensure we get the returns we anticipate. For example, Vistaprint has been evaluating advertising by looking primarily at revenue or new customer count growth, which worked when Vistaprint had a narrow product line with a tight range of gross margins, but is not appropriate for the Vistaprint of today. We have already made some meaningful cuts in January to Vistaprint's advertising spend that we believe will have a negative near-term impact on revenue but should increase cash flow.

Other Recent Actions
Cimpress' poor financial results were not limited to Vistaprint. So over the past three months we have also taken the following actions:

- **Upload and Print**: We have in the past described an opportunity to drive greater returns in these businesses by enabling them to leverage each other's strengths. For example, we believe we have opportunity to leverage our best Upload and Print supply chain capabilities via our mass customization platform technologies. To support this type of objective we have eliminated the previous management layer that oversaw our Upload and Print group and instead placed two talented executives, Kees Arends and Paolo Roatta, in operationally oriented roles with accountability and planned financial incentives directly tied to the performance of their respective businesses.

- **National Pen**: National Pen grew rapidly in FY2018 with strong financial results. We attempted to accelerate this momentum in FY2019 by investing more deeply in prospect marketing. This has not yielded the financial returns we were looking for, and the team has accordingly reduced spending plans in the back half of the year. The business is continuing its previously planned investments in service center expansion and technology that is based on our mass customization platform.

- **All Other Businesses**: Many of the businesses in this segment are early stage and operating at a loss. As we have described many times in the past, we expect these businesses to continue to experiment, learn and pivot. Two of these businesses recently reorganized or shut down parts of their business in order to ensure their focus and resources are allocated to the areas of the business with the greatest potential.

Writing to our investors unpalatable news is not enjoyable. However, there are reasons for optimism:
- We serve a massive market in which we have strong experience and differentiated competitive capabilities.
- We see significant potential in exploiting technology, analytical marketing and scale-based cost advantages.
- Most of the issues outlined above are within our control and boil down primarily to execution.
- Vistaprint's results may get worse before they get better, but we are confident we can emerge from these changes in a significantly improved position.
- In our other businesses, we believe our recent actions are already driving improvements.
- Cimpress remains financially strong, evidenced by our generation of $221 million in operating cash flow and $165 million in free cash flow over the last twelve months, despite the issues noted above.
- We continue to see opportunity to acquire businesses, extend our advantages to them and drive attractive returns on investment.

Across Cimpress our plan is to make decisions in the near term that are best for the long term, with a heightened sense of urgency regarding the importance of execution. We are energized and hopeful about our plan to improve how we serve customers, create exciting career opportunities for our team members, and grow our intrinsic value per share for many years to come.

As an indication of my strong belief in the future of Cimpress I have stopped taking any cash compensation other than the legally required minimum salary of $455 per week. In its place I will be awarded performance share units that are worthless unless the three-year moving average of our share price achieves a compounded annual growth rate of at least 11% over a rolling six- to ten-year period.

We intend to host a public call and webcast with our shareholders on March 1, 2019, at 10:00 am ET as a mid-year update between our annual investor day events. I look forward to speaking with you then.

Sincerely,

Robert S. Keane
Founder, Chairman & CEO

SUMMARY CONSOLIDATED RESULTS: THREE-YEAR TREND

$ in thousands, except where noted and percentages

REVENUE BY REPORTABLE SEGMENT, TOTAL REVENUE AND INCOME FROM OPERATIONS:

	Q2 FY2017	Q2 FY2018	Q2 FY2019	YTD FY2017	YTD FY2018	YTD FY2019
Vistaprint	$ 380,821	$ 428,908	$ 434,326	$ 667,356	$ 747,951	$ 771,255
Upload and Print	152,388	192,527	203,799	284,345	352,917	375,964
National Pen	N/A	126,098	132,951	N/A	185,815	198,922
All Other Businesses	45,049	20,994	61,827	71,383	49,048	80,715
Inter-segment eliminations	(1,407)	(6,473)	(7,336)	(2,520)	(10,393)	(12,308)
Total revenue	**$ 576,851**	**$ 762,054**	**$ 825,567**	**$1,020,564**	**$1,325,338**	**$1,414,548**
Reported revenue growth	*16%*	*32%*	*8%*	*17%*	*30%*	*7%*
Organic constant currency revenue growth	*8%*	*11%*	*6%*	*7%*	*11%*	*7%*
Income from operations	**$ 33,705**	**$ 72,709**	**$ 90,615**	**$ 5,897**	**$ 119,322**	**$ 84,627**
Income from operations margin	*5.8%*	*9.5%*	*11.0%*	*0.6%*	*9.0%*	*6.0%*

PROFIT (LOSS) BY REPORTABLE SEGMENT ("SEGMENT PROFIT") AND ADJUSTED NET OPERATING PROFIT (NOP):

	Q2 FY2017	Q2 FY2018	Q2 FY2019	YTD FY2017	YTD FY2018	YTD FY2019
Vistaprint	$ 67,016	$ 99,049	$ 83,788	$ 92,288	$ 129,944	$ 131,052
Upload and Print	16,798	22,470	22,454	30,249	37,238	38,633
National Pen (1)	N/A	17,645	24,862	N/A	18,830	6,826
All Other Businesses	(2,107)	(8,566)	(7,582)	(11,859)	(16,117)	(17,153)
Total segment profit	**$ 81,707**	**$ 130,598**	**$ 123,522**	**$ 110,678**	**$ 169,895**	**$ 159,358**
Central and corporate costs, excluding unallocated share-based compensation	(25,923)	(25,924)	(27,046)	(52,652)	(52,109)	55,111
Unallocated share-based compensation	(5,305)	(7,486)	11,138	(6,762)	(9,558)	7,070
Include: Realized (losses) gains on certain currency derivatives not included in operating income	6,839	(3,513)	7,446	8,727	(4,147)	9,053
Adjusted NOP (1)	**$ 57,318**	**$ 93,675**	**$ 115,060**	**$ 59,991**	**$ 104,081**	**$ 120,370**
Adjusted NOP margin	*9.9 %*	*12.3%*	*13.9%*	*5.9 %*	*7.9%*	*8.5%*
Adjusted NOP year-over-year growth	*(34)%*	*63%*	*23%*	*(46)%*	*73%*	*16%*

(1) During Q1 FY2019, we adopted a new revenue standard, ASC 606, "Revenue from Contracts with Customers." The adoption of the new standard resulted in lower direct mail advertising costs within our National Pen business during the three months ended December 31, 2018 of $12.0 million, as compared to the prior comparative period, due to the earlier recognition of costs during Q1 FY2019. During the six months ended December 31, 2018, the new standard had a negative impact on Adjusted NOP of $2.0 million, as compared to the prior comparative period. Direct mail advertising costs were previously capitalized and amortized over the customer response period (typically 3-4 months) and now costs are recognized when the direct mail is sent to the customers.

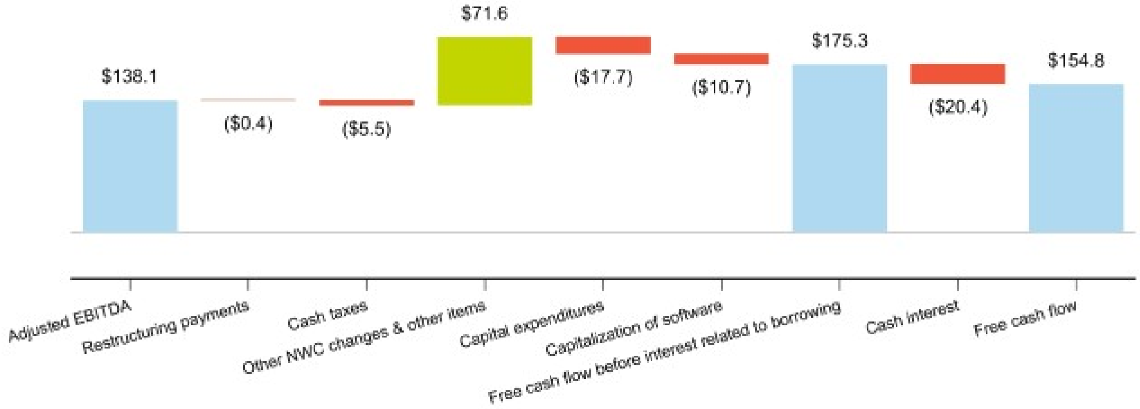
CASH FLOW AND OTHER METRICS:

	Q2 FY2017	Q2 FY2018	Q2 FY2019	YTD FY2017	YTD FY2018	YTD FY2019
Net cash provided by operating activities	$ 105,059	$ 160,363	$ 183,270	$ 114,659	$ 176,742	$ 205,490
Net cash (used in) provided by investing activities	(227,249)	(26,364)	(299,940)	(254,701)	35,934	(349,508)
Net cash provided by (used in) financing activities	122,805	(138,282)	118,218	116,255	(213,741)	149,861
Free cash flow	77,258	132,712	154,841	59,201	119,676	144,780
Cash interest related to borrowing	12,837	15,537	20,423	16,229	22,056	26,123

COMPONENTS OF FREE CASH FLOW:

	Q2 FY2017	Q2 FY2018	Q2 FY2019	YTD FY2017	YTD FY2018	YTD FY2019
Adjusted EBITDA	$ 93,922	$ 134,007	$ 138,071	$ 129,011	$ 179,848	$ 180,528
Cash restructuring payments	—	(6,844)	(425)	—	(10,926)	(1,656)
Cash taxes	(11,754)	(5,083)	(5,512)	(20,309)	(10,452)	(10,961)
Other changes in net working capital (ex. earn-out payments) and other reconciling items	35,728	53,820	71,559	22,186	40,328	63,702
Purchases of property, plant and equipment	(16,941)	(18,217)	(17,741)	(36,260)	(38,674)	(38,767)
Purchases of intangible assets not related to acquisitions	(62)	(254)	—	(88)	(278)	(22)
Capitalization of software and website development costs	(10,798)	(9,180)	(10,688)	(19,110)	(18,114)	(21,921)
Free cash flow before cash interest related to borrowing	**$ 90,095**	**$ 148,249**	**$ 175,264**	**$ 75,430**	**$ 141,732**	**$ 170,903**
Cash interest related to borrowing	(12,837)	(15,537)	(20,423)	(16,229)	(22,056)	(26,123)
Free cash flow	**$ 77,258**	**$ 132,712**	**$ 154,841**	**$ 59,201**	**$ 119,676**	**$ 144,780**

Q2 FY2019 COMPONENTS OF FREE CASH FLOW ($M)

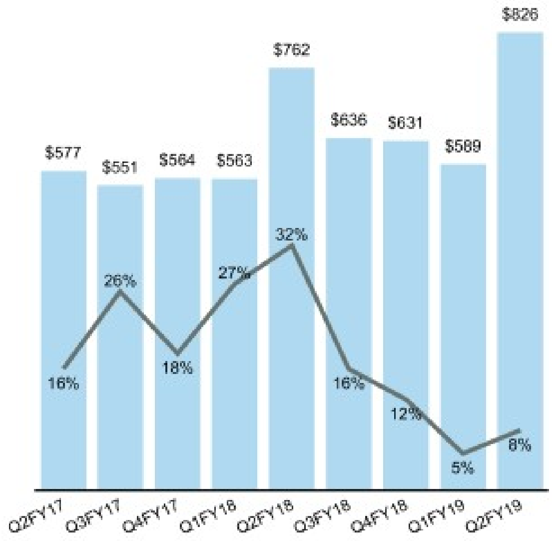


YTD FY2019 COMPONENTS OF FREE CASH FLOW ($M)

SUMMARY CONSOLIDATED RESULTS: QUARTERLY TREND

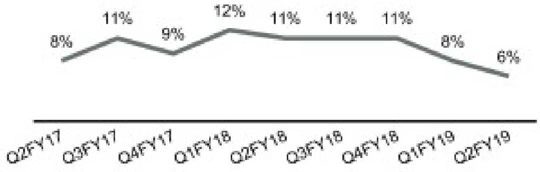
$ in millions, except percentages and share data

Revenue & Reported Revenue Growth (1)

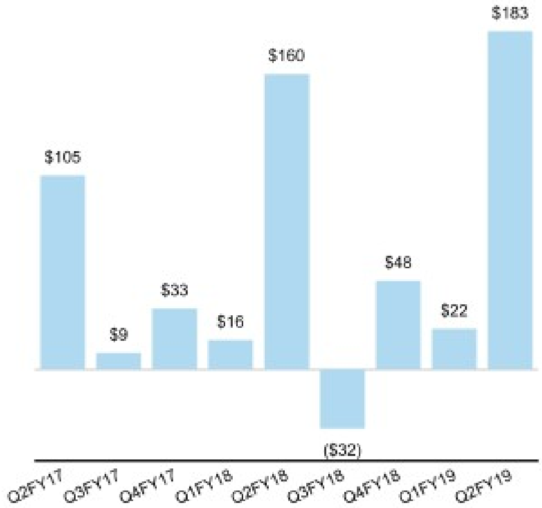


(1) Reported revenue growth rates are impacted by the timing of acquisitions and divestitures.

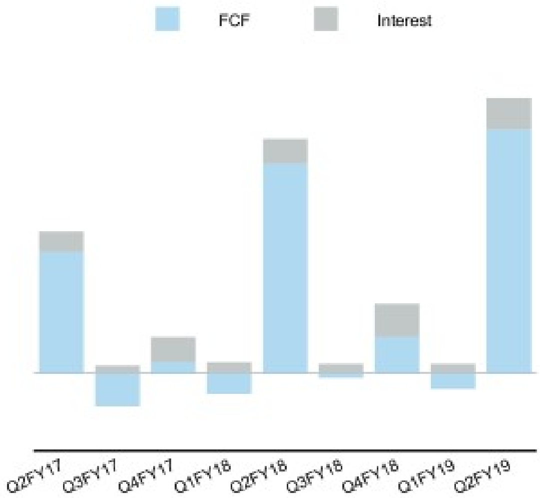
Organic Constant-Currency Revenue Growth



Cash Flow from Operations (2)



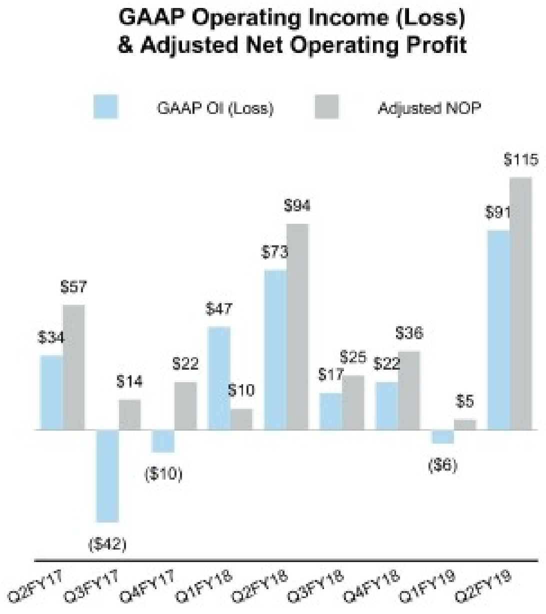
Free Cash Flow & Cash Interest Related to Borrowing (3)

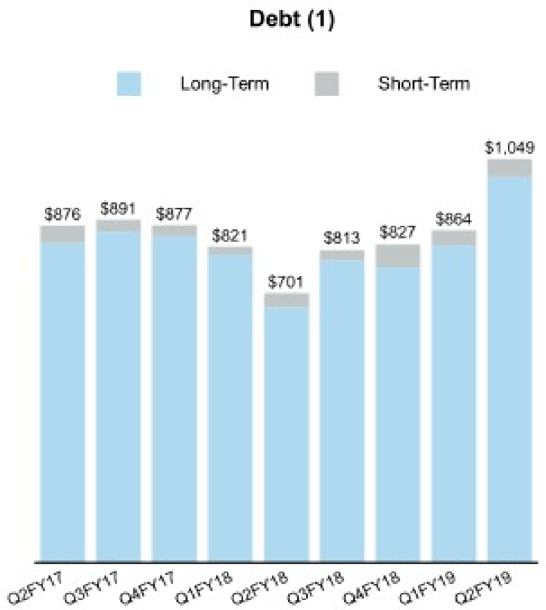


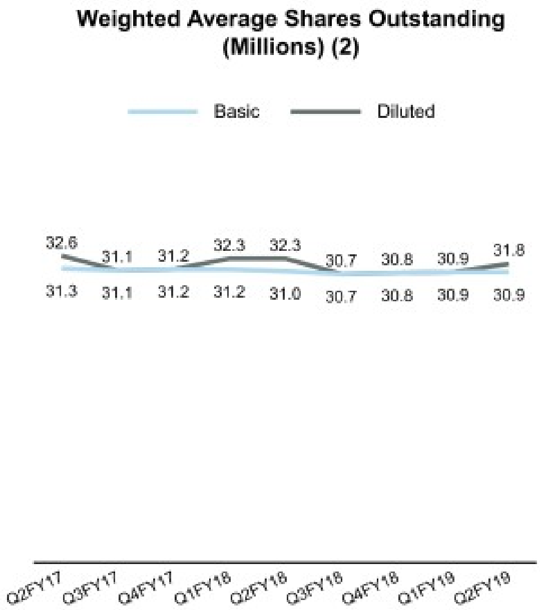
(2) Q3FY18 cash flow from operations includes the payment of contingent earn-out liabilities of $49.2 million related to the WIRmachenDRUCK and Easyflyer acquisitions.
(3) Cash interest related to borrowing is total cash interest less interest expense for Waltham, MA lease.

	Q217	Q317	Q417	Q118	Q218	Q318	Q418	Q119	Q219
FCF	$77	($21)	$7	($13)	$133	($3)	$23	($10)	$155
Interest (3)	$13	$5	$16	$7	$16	$6	$21	$6	$20

$ in millions, except percentages and share data







(1) Debt net of issuance costs and discounts.
(2) Basic and diluted shares are the same in certain periods where we reported a GAAP net loss.

INCOME STATEMENT HIGHLIGHTS

Our **reported revenue growth** in Q2 of 8% was positively impacted by the acquisition of BuildASign but negatively impacted by currency changes. **Organic constant-currency revenue growth** was 6% in Q2, a decline from 11% last year, below our expectations and a continuation of the revenue slowdown we experienced in Q1. Revenue weakness was experienced across most of our businesses and is discussed in the segment commentary of this document.

Q2 FY2019 **GAAP operating income** increased $17.9 million year over year to $90.6 million. The following year-over-year items positively influenced this result:

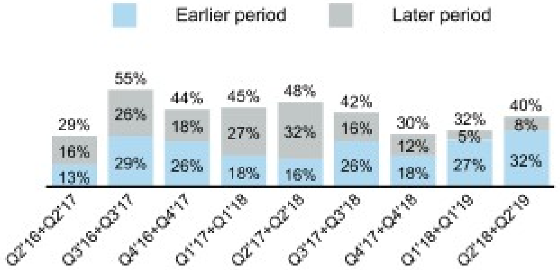
- A $19.7 million decrease in share-based compensation expense due to a $15.4 million reversal of expenses during the current quarter that were previously recognized for our supplemental performance share unit awards (SPSUs), compared to $4.3 million of expense in the year-ago period. We provide more details about this reversal in the 'Central and Corporate Costs' commentary on page 20 of this document.
- A $10.5 million reduction of restructuring charges, due to the Vistaprint initiative completed during the prior-year period. Additionally, the year-over-year savings from this initiative were about $5 million.
- A $12.0 million decrease in advertising expense compared to the prior-year period as a result of the Q1 FY2019 adoption of the new revenue recognition accounting standard, which impacts expense timing, but not cash flows. In Q1 FY2019, this was an increase in advertising expense of $14.0 million.

These increases to operating income were partially offset by a decline in the segment profit of our Vistaprint business due to lower-than-planned revenue performance and decreased gross margins, which are described in the Vistaprint section.

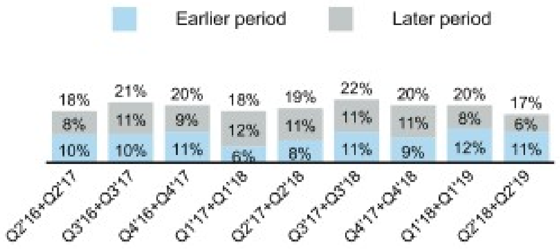
Adjusted NOP increased 23% year over year in Q2 to $115.1 million, primarily due to the same reasons as GAAP operating income, as well as the additional profit from the first-time inclusion of the BuildASign acquisition, which positively influenced Adjusted NOP to a greater degree than operating income because Adjusted NOP excludes acquisition-related amortization expense. The increase in Adjusted NOP also excludes the year-over-year benefit from lower restructuring charges. Additionally, Adjusted NOP includes realized gains or losses on our currency hedges. The net year-over-year impact of currency on Adjusted NOP was a significant benefit in Q2 due to realized gains on our currency hedges.

(Commentary and charts continue on next page)

2-Year Stacked Reported Revenue Growth



2-Year Stacked Organic Constant-Currency Revenue Growth

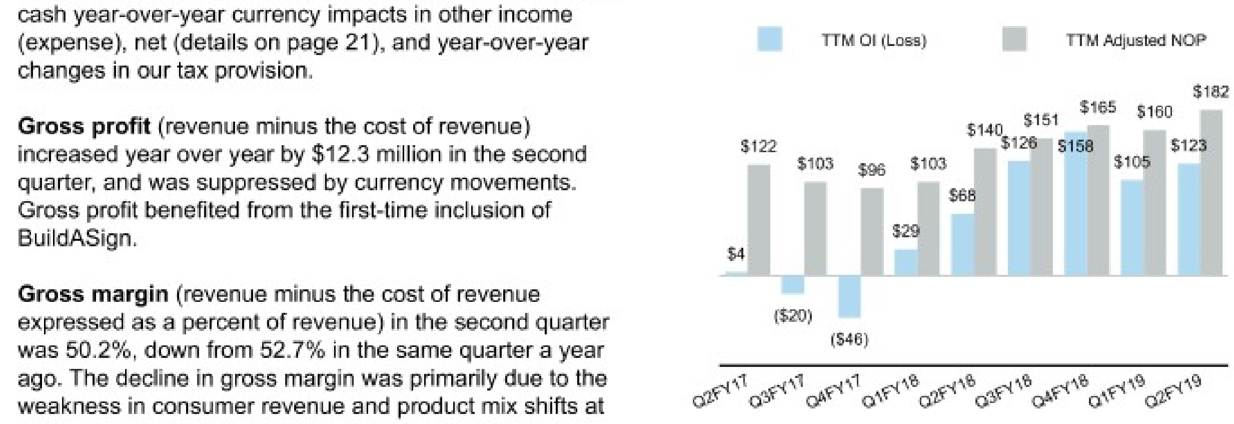


GAAP Operating Income (Loss) ($M) & Margin (%)

Adjusted Net Operating Profit ($M) & Margin (%)

GAAP net income per diluted share for the second quarter was $2.17, versus $0.93 in the same quarter a year ago. In addition to the factors described above, GAAP net income for Q2 was influenced by non-operational, non-cash year-over-year currency impacts in other income (expense), net (details on page 21), and year-over-year changes in our tax provision.

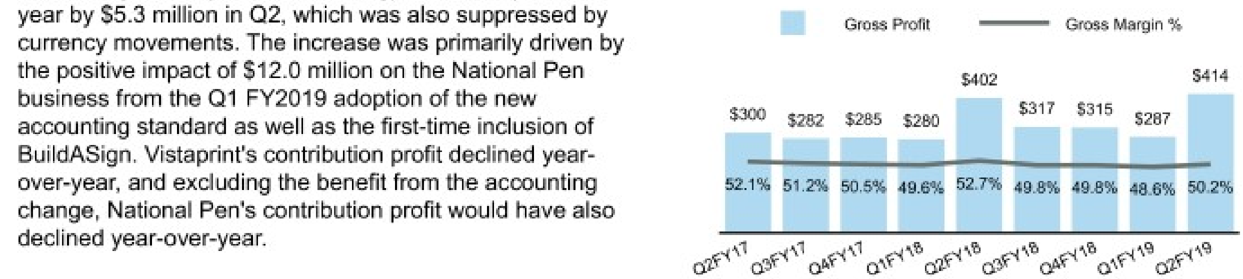
GAAP Operating Income (Loss) & Adjusted Net Operating Profit ($M) (TTM)



Gross profit (revenue minus the cost of revenue) increased year over year by $12.3 million in the second quarter, and was suppressed by currency movements. Gross profit benefited from the first-time inclusion of BuildASign.

Gross margin (revenue minus the cost of revenue expressed as a percent of revenue) in the second quarter was 50.2%, down from 52.7% in the same quarter a year ago. The decline in gross margin was primarily due to the weakness in consumer revenue and product mix shifts at Vistaprint, partially offset by the addition of BuildASign, which had a positive mix effect on gross margin.

Gross Profit ($M) & Gross Margin (%)

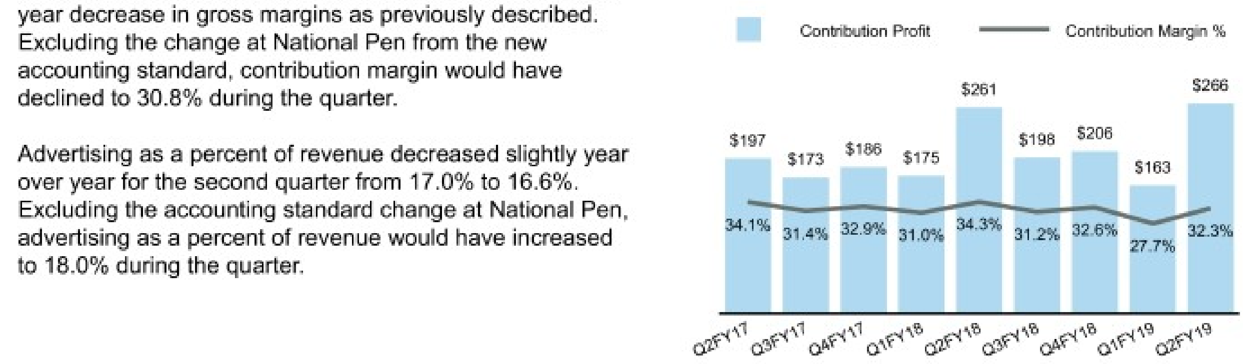


Contribution profit (revenue minus the cost of revenue, advertising and payment processing) increased year over year by $5.3 million in Q2, which was also suppressed by currency movements. The increase was primarily driven by the positive impact of $12.0 million on the National Pen business from the Q1 FY2019 adoption of the new accounting standard as well as the first-time inclusion of BuildASign. Vistaprint's contribution profit declined year-over-year, and excluding the benefit from the accounting change, National Pen's contribution profit would have also declined year-over-year.

Contribution margin (revenue minus the cost of revenue, the cost of advertising and payment processing, expressed as a percent of revenue) in the second quarter was 32.3%, down from 34.3% in the same quarter a year ago. This is driven by the lower-than-planned revenue and a year-over-year decrease in gross margins as previously described. Excluding the change at National Pen from the new accounting standard, contribution margin would have declined to 30.8% during the quarter.

Advertising as a percent of revenue decreased slightly year over year for the second quarter from 17.0% to 16.6%. Excluding the accounting standard change at National Pen, advertising as a percent of revenue would have increased to 18.0% during the quarter.

Contribution Profit ($M) & Contribution Margin (%)



CASH FLOW & RETURN ON INVESTED CAPITAL

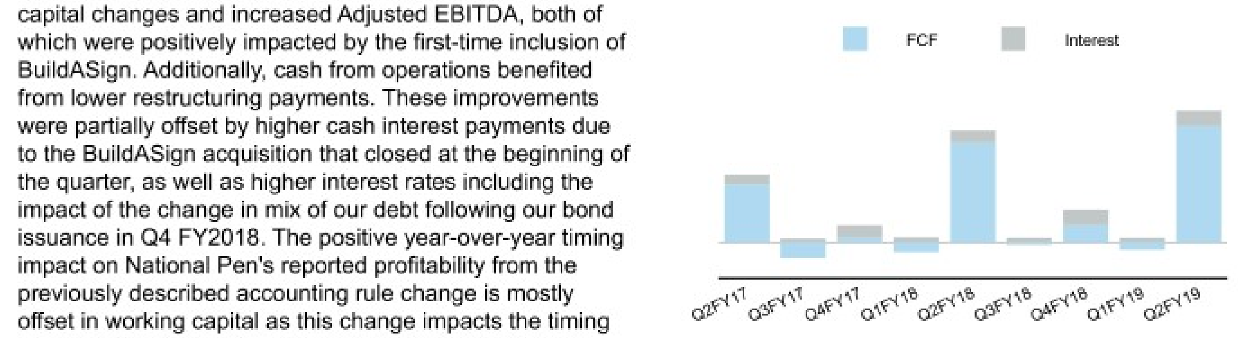
We generated $183.3 million of **cash from operations** in Q2 FY2019, compared with $160.4 million in the year-ago period. The increase was driven by favorable working capital changes and increased Adjusted EBITDA, both of which were positively impacted by the first-time inclusion of BuildASign. Additionally, cash from operations benefited from lower restructuring payments. These improvements were partially offset by higher cash interest payments due to the BuildASign acquisition that closed at the beginning of the quarter, as well as higher interest rates including the impact of the change in mix of our debt following our bond issuance in Q4 FY2018. The positive year-over-year timing impact on National Pen's reported profitability from the previously described accounting rule change is mostly offset in working capital as this change impacts the timing of expense recognition but doesn't impact the timing of cash flows. The chart "Certain Cash Payments Impacting Cash Flow from Operations" on the next page illustrates the impact of interest expense, restructuring payments and earn-outs on our operating cash flow.

Free cash flow was $154.8 million in the second quarter of FY2019 compared to $132.7 million in the same period a year ago. Free cash flow benefited from similar factors as our operating cash flow. A year-over-year reduction in capital expenditures was offset by an increase in capitalized software in the second quarter compared to the year-ago period.

Internally, our most important annual performance metric is **unlevered free cash flow**, which we define as free cash flow plus cash interest expense related to borrowing. The top two charts at the right illustrate these components on a quarterly and trailing-twelve-month basis. One outcome of changing to this performance metric has been increased focus and discipline on working capital as can be seen in the current quarter cash from operations.

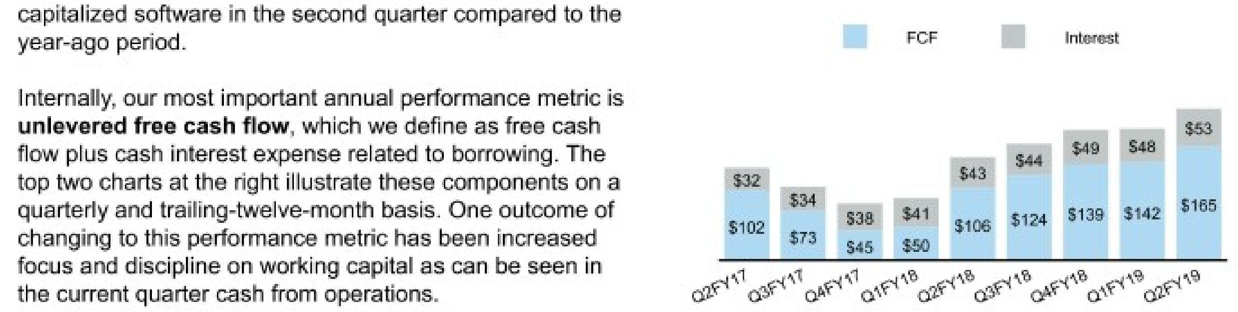
The GAAP operating measures that we use as a basis to calculate **Adjusted Return on Invested Capital** (Adjusted ROIC) are total debt, total shareholders' equity, and operating income. Debt increased compared to the year-ago period in conjunction with our acquisition of BuildASign. On a trailing-twelve-month basis, Adjusted ROIC as of December 31, 2018 improved significantly compared to the prior-year Q2 TTM period. As of Q2 FY2018, Adjusted ROIC reflected a full year of National Pen operating results.

Free Cash Flow &
Cash Interest Related to Borrowing ($M)
(Quarterly)

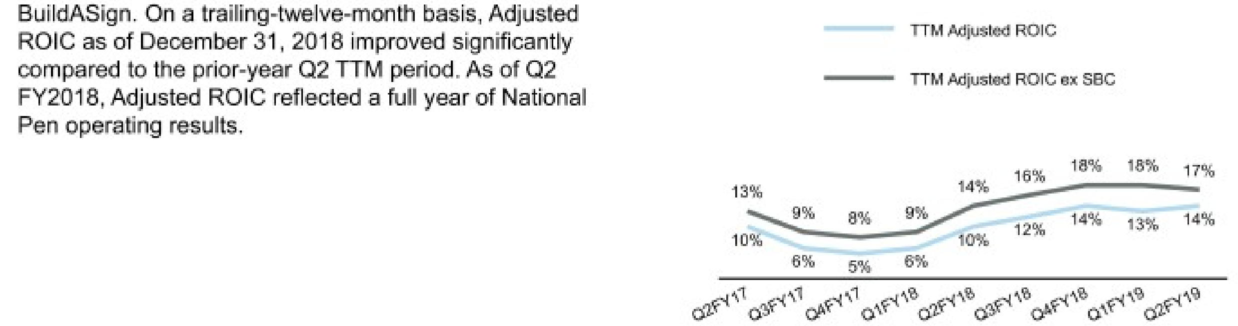


	Q217	Q317	Q417	Q118	Q218	Q318	Q418	Q119	Q219
FCF	$77	($21)	$7	($13)	$133	($3)	$23	($10)	$155
Interest	$13	$5	$16	$7	$16	$6	$21	$6	$20

Free Cash Flow &
Cash Interest Related to Borrowing ($M)
(TTM)



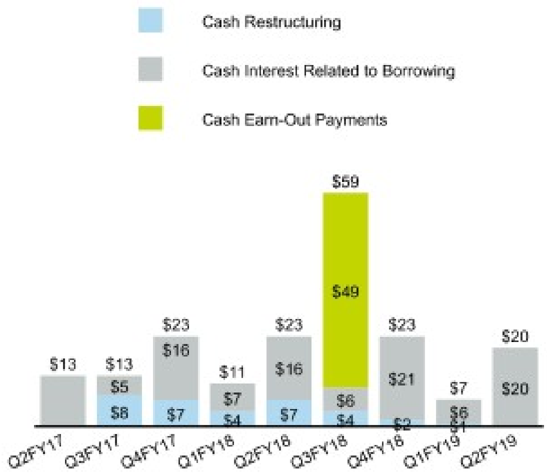
Adjusted Return on Invested Capital
(TTM)



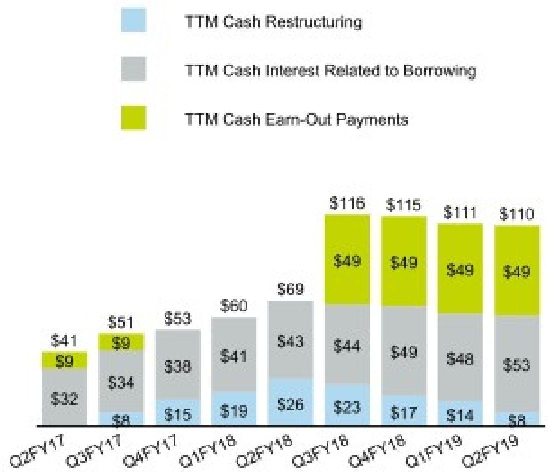
Cash Flow from Operations ($M) (Quarterly)

Cash Flow from Operations ($M) (TTM)

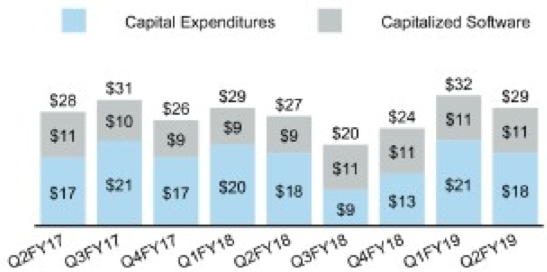
Certain Cash Payments Impacting Cash Flow from Operations ($M)* (Quarterly)



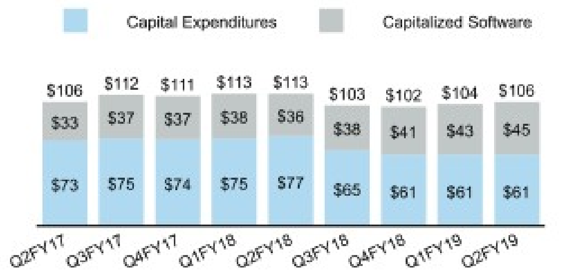
Certain Cash Payments Impacting Cash Flow from Operations ($M)* (TTM)



Capital Expenditures & Capitalization of Software & Website Development Costs ($M) (Quarterly)



Capital Expenditures & Capitalization of Software & Website Development Costs ($M) (TTM)



** Cash restructuring and cash interest related to borrowing impact both cash flow from operations and free cash flow. Cash earn-out payments impact cash flow from operations but are excluded from free cash flow.*

ADJUSTED EBITDA, DEBT & SHARE REPURCHASES

Adjusted EBITDA is operating income plus depreciation and amortization (including acquisition-related amortization of intangible assets), goodwill and other impairment charges, restructuring charges, gains on the purchase or sale of subsidiaries, share-based compensation, and several other small items described in the non-GAAP reconciliation section of this document. We do not manage our business performance to Adjusted EBITDA; however it is a significant component of unlevered free cash flow, which is the financial metric to which we manage the business on an annual basis.

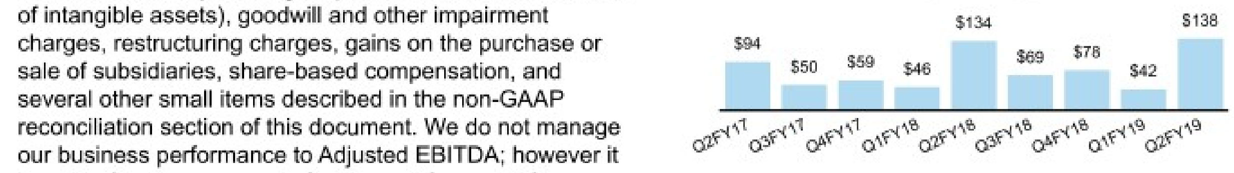
Adjusted EBITDA for Q2 FY2019 was $138.1 million, up 3% from Q2 FY2018 and our TTM Adjusted EBITDA was $326.8 million, up 13% from the year-ago TTM period. Though Adjusted EBITDA excludes several costs and benefits in our operating income, Q2 FY2019 Adjusted EBITDA moved in line with the year-over-year change in operating income discussed on pages 10 and 11 of this document. Without the benefit from the National Pen accounting change and the first-time inclusion of BuildASign, Adjusted EBITDA would have declined year over year in Q2.

The calculation for our debt leverage ratio (either total or senior secured debt to trailing-twelve-month EBITDA) uses definitions of both debt and EBITDA that differ from the corresponding figures reported in this document. For example, the EBITDA defined in our debt covenants gives pro forma effect for acquired and divested businesses that closed within the trailing-twelve-month period ended December 31, 2018, as well as smaller other differences.

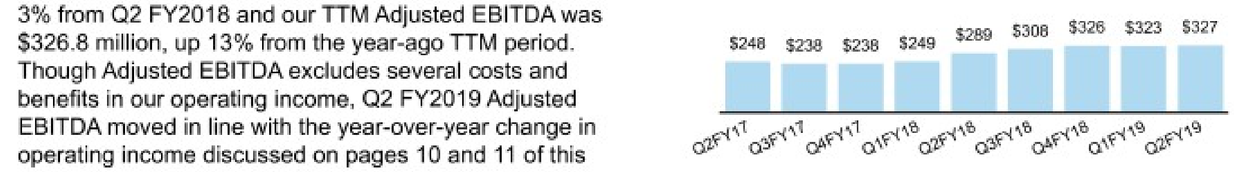
When calculated per the definitions in our debt covenants, our total leverage ratio was 3.21 as of December 31, 2018, and our senior secured leverage ratio was 2.01, an increase compared to September 30, 2018. This was driven by our debt increasing in conjunction with our acquisition of BuildASign.

During the second quarter we repurchased 117,552 Cimpress shares for $14.0 million at an average price per share of $119.46. We consider share repurchases to be an important category of capital deployment. We make our share repurchase decisions by comparing the potential returns of share repurchases to the potential returns on other uses of that capital. Our choice to repurchase is also guided by our debt covenants and obligations under our equity compensation plans, as well as legal and tax considerations.

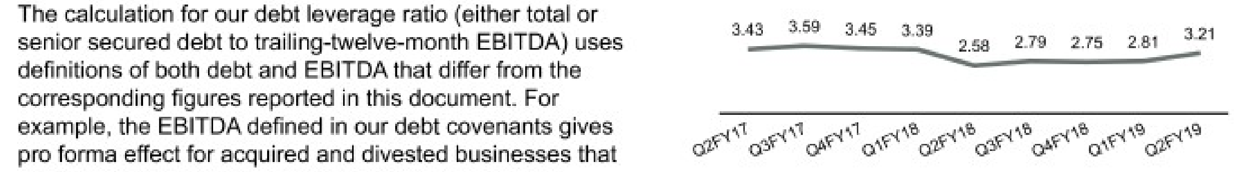
Adjusted EBITDA ($M) (Quarterly)



Adjusted EBITDA ($M) (TTM)

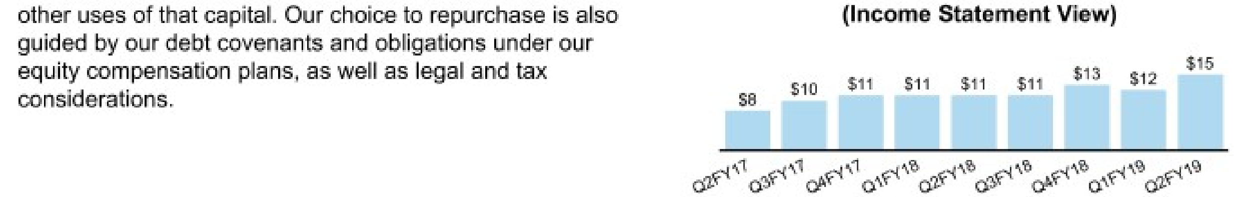


Total Leverage Ratio*



** Total leverage ratio as calculated in accordance with our debt covenants*

Amount Available for Borrowing ($M)



Interest Expense Related to Borrowing ($M)* (Income Statement View)

** Interest expense related to borrowing excludes interest expense associated with our Waltham, Massachusetts lease*

SEGMENT RESULTS

VISTAPRINT

We are disappointed with Vistaprint's Q2 FY2019 revenue growth and profitability. The majority of this weakness was driven by a decline of about 2% in Vistaprint's constant-currency consumer product bookings versus the prior year, in a quarter when consumer products typically generate significant revenue and profitability during the holiday season. We also saw a continued decline in new customer bookings. These weaknesses were offset by growth in marketing materials, signage and promotional products.

A combination of factors caused the weak consumer performance during the quarter, including:

- Increased competition and heavier discounting on holiday products
- Less efficient advertising spend as competition for paid search keywords drove costs up relative to the prior year
- The continued impact of increased mobile sessions that have lower conversion rates
- Our deployment of fewer resources to consumer products over recent years given our continued primary customer focus of small business owners.

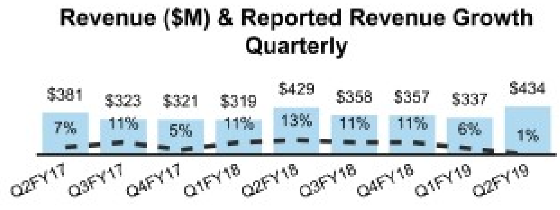
As described earlier in the document, the Vistaprint team is working to address these issues while avoiding actions that would boost near-term revenues at the expense of long-term value or customer satisfaction.

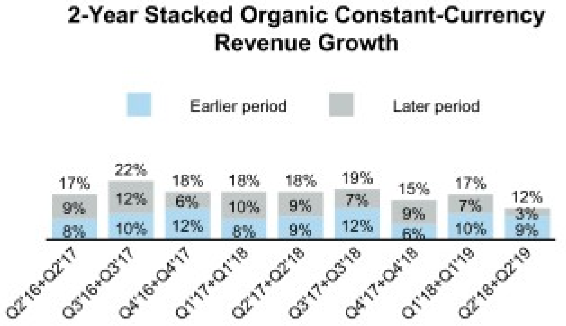
Segment profit in Q2 FY2019 decreased by $15.3 million year over year, and segment profit margin was down 380 basis points compared to the year-ago period. This was largely driven by lower fixed-cost absorption from weaker consumer revenue during this seasonally important quarter, as well as higher average discounts.

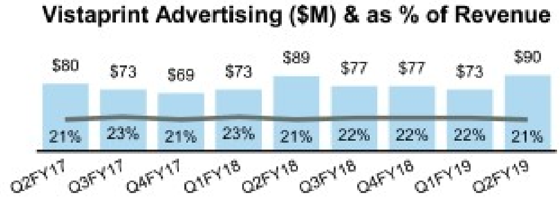
These negative impacts to segment profits were partially offset by approximately $5 million of year-over-year operating expense savings due to the Vistaprint restructuring completed during the prior-year period. As a reminder, this is the last quarter in which we are realizing year-over-year savings from that restructuring.

Despite the weak top line and segment profit performance during the quarter, Vistaprint controlled capital expenditures and executed well on initiatives that delivered net working capital benefits.

Please refer to page 22 for an update on our outlook for Vistaprint's revenue and investments.







UPLOAD AND PRINT BUSINESSES

Constant-currency revenue growth in Q2 FY2019 decelerated versus the year-ago period, continuing the trend we saw in Q1 FY2019 and below our expectation.

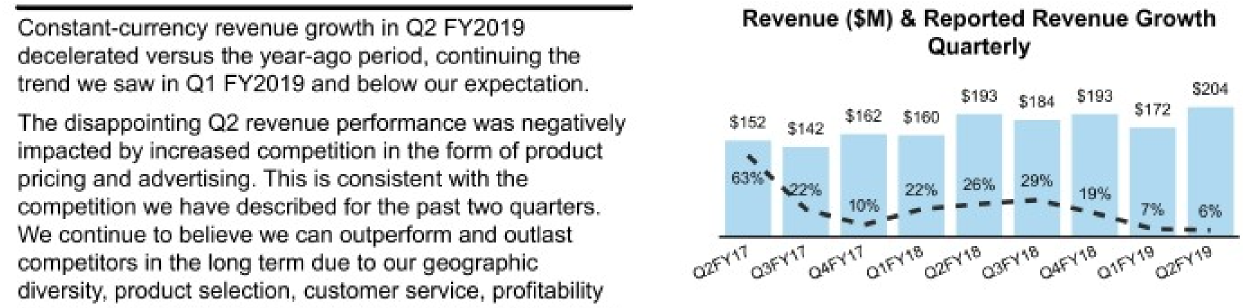
The disappointing Q2 revenue performance was negatively impacted by increased competition in the form of product pricing and advertising. This is consistent with the competition we have described for the past two quarters. We continue to believe we can outperform and outlast competitors in the long term due to our geographic diversity, product selection, customer service, profitability and scale, but it requires hard work and a continued focus on innovation and cost reduction in this hyper-competitive space. We describe below some initiatives we have undertaken to accelerate the ability of our Upload and Print businesses to leverage each others' strengths.

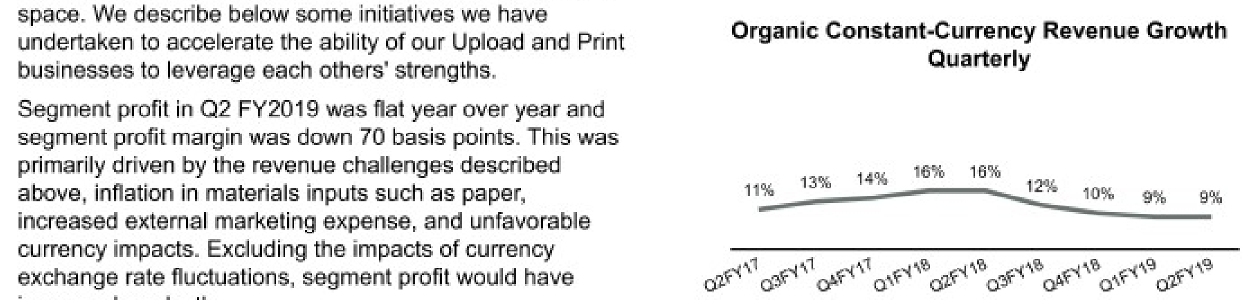
Segment profit in Q2 FY2019 was flat year over year and segment profit margin was down 70 basis points. This was primarily driven by the revenue challenges described above, inflation in materials inputs such as paper, increased external marketing expense, and unfavorable currency impacts. Excluding the impacts of currency exchange rate fluctuations, segment profit would have increased modestly.

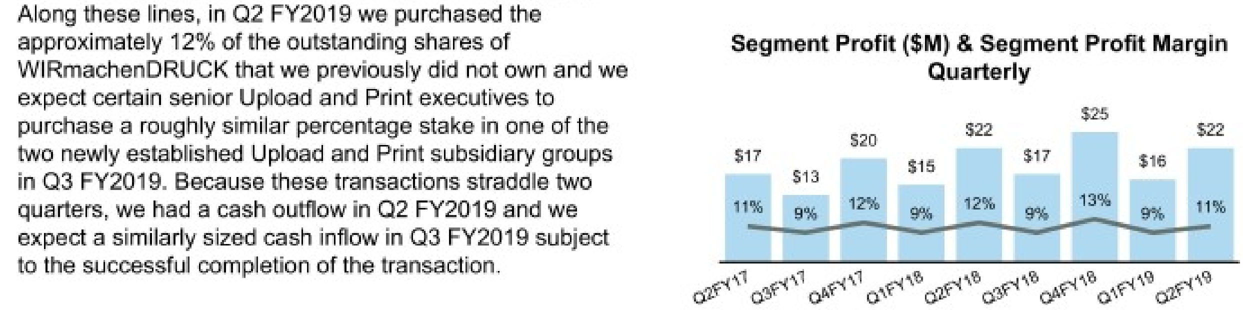
As described in part in a Form 8-K we filed with the Securities and Exchange Commission in December 2018, effective January 1, 2019 we aligned our Upload and Print segment into two subsidiary groups, each centered around one of our larger Upload and Print businesses that have strong supply chain capabilities. Two talented leaders will each lead one of these groups: Kees Arends, who previously was responsible for the full Upload and Print portfolio, and Paolo Roatta, the managing director of Pixartprinting. The objective is to have these leaders and their teams be closer to and more focused on the front-line operations of these businesses. We have eliminated the Upload and Print central team as part of this restructuring.

We are engaged in a process to realign management financial incentives to directly tie management compensation to the performance of an executive's business(es). In limited cases, when appropriate, this includes having executives or groups of executives purchase equity directly in the businesses that they lead. Along these lines, in Q2 FY2019 we purchased the approximately 12% of the outstanding shares of WIRmachenDRUCK that we previously did not own and we expect certain senior Upload and Print executives to purchase a roughly similar percentage stake in one of the two newly established Upload and Print subsidiary groups in Q3 FY2019. Because these transactions straddle two quarters, we had a cash outflow in Q2 FY2019 and we expect a similarly sized cash inflow in Q3 FY2019 subject to the successful completion of the transaction.

Please refer to page 22 for an update on our outlook for Upload and Print revenue and investments.







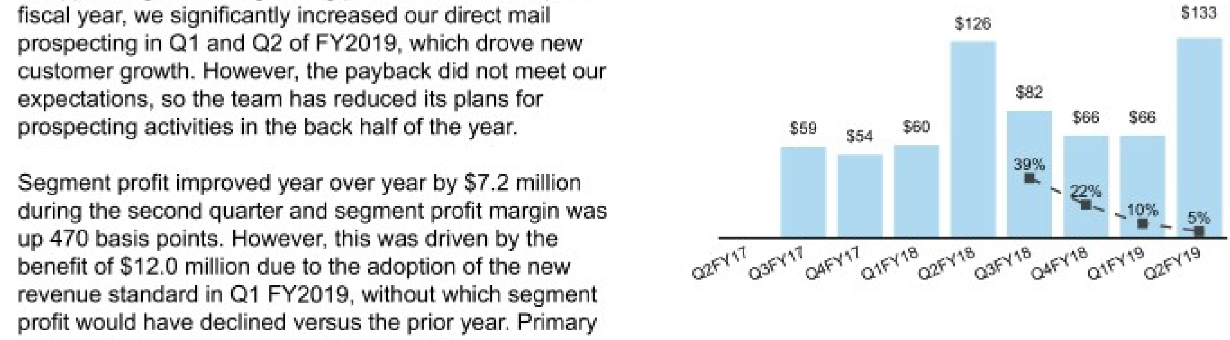
NATIONAL PEN

National Pen's Q2 FY2019 revenue growth was disappointing. Following strong performance in the prior fiscal year, we significantly increased our direct mail prospecting in Q1 and Q2 of FY2019, which drove new customer growth. However, the payback did not meet our expectations, so the team has reduced its plans for prospecting activities in the back half of the year.

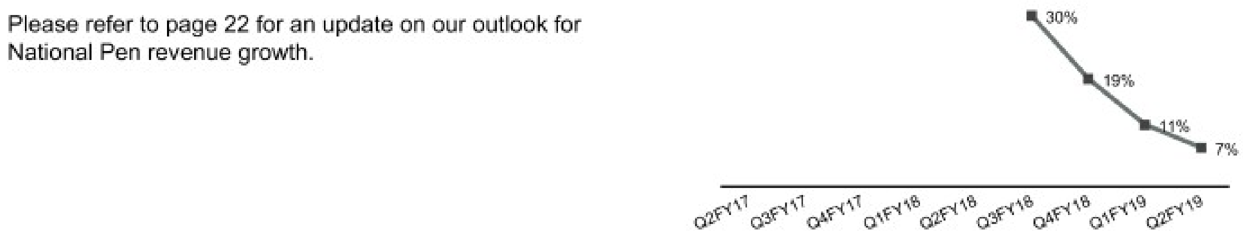
Segment profit improved year over year by $7.2 million during the second quarter and segment profit margin was up 470 basis points. However, this was driven by the benefit of $12.0 million due to the adoption of the new revenue standard in Q1 FY2019, without which segment profit would have declined versus the prior year. Primary drivers of this underlying decline were increased investment in new customer acquisition activities (both direct-mail prospecting and online advertising) without immediate commensurate returns to revenue and gross profit, and accelerated investment in technology.

Please refer to page 22 for an update on our outlook for National Pen revenue growth.

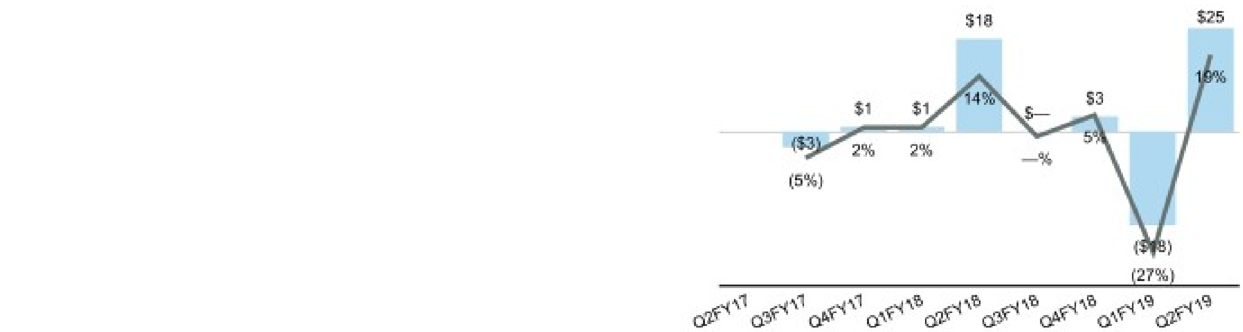
Revenue ($M) & Reported Revenue Growth Quarterly



Organic Constant-Currency Revenue Growth Quarterly



Segment Profit ($M) & Segment Profit Margin* Quarterly



*Starting in Q1 FY2019, segment profit is impacted by the adoption of the new U.S. GAAP revenue recognition standard that results in the earlier recognition of direct mail expenses in our National Pen business. The year-over-year impact hurt segment profit by $14.0 million in Q1 FY2019, but helped segment profit by $12.0 million in Q2 FY2019. This is an expense timing impact only that will create fluctuations in year-over-year profit trends throughout FY2019, but has no bearing on the cash flow of this business (either quarterly or on a full-year basis).

ALL OTHER BUSINESSES

The reported revenue growth chart reflects our August 31, 2017 divestiture of Albumprinter, our July 1, 2018 divestiture of Digipri, a former part of our Japan business, our July 2, 2018 acquisition of VIDA and our October 1, 2018 acquisition of BuildASign. The organic constant-currency growth rate excludes Albumprinter revenue from Q1 FY2017 to Q1 FY2018, Digipri revenue for Q2 FY2018, and VIDA and BuildASign revenue for all periods.

On October 1, 2018, we closed our previously announced acquisition of BuildASign, which we report in the All Other Businesses segment for the first time this quarter. The BuildASign and Cimpress teams worked closely together to achieve strong synergies during the quarter and we are on track, albeit still at a very early stage, to deliver returns on this investment in line with our investment thesis. Note that BuildASign has a modest seasonal peak during the December quarter, so its revenue, profit, and cash flow results in Q2 are a higher percentage of its annual results than we expect for other quarters.

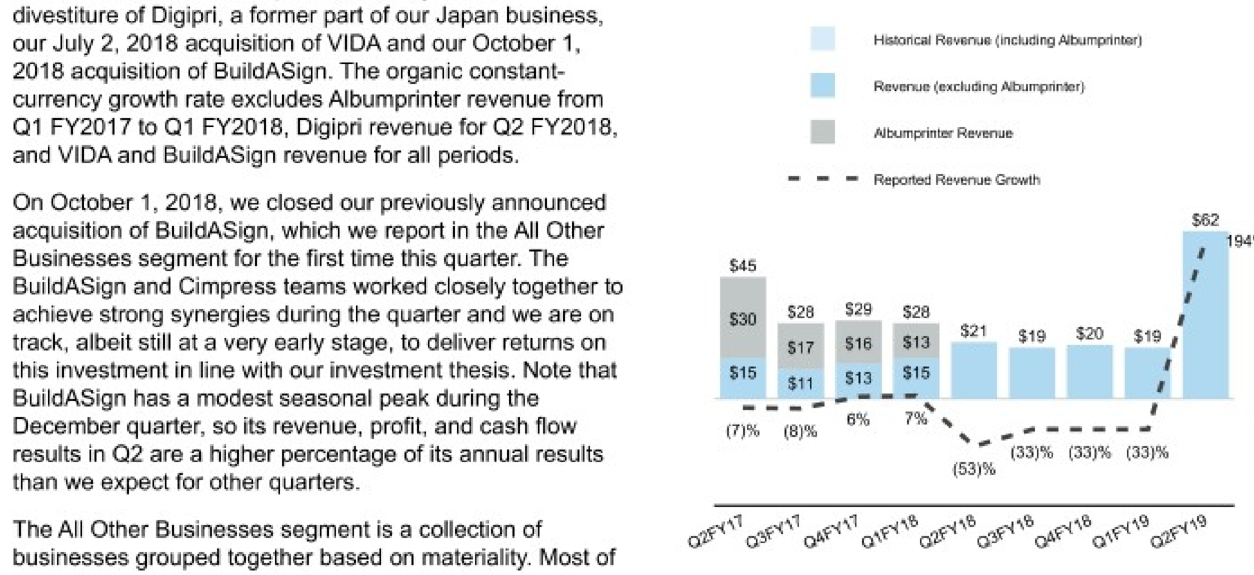
The All Other Businesses segment is a collection of businesses grouped together based on materiality. Most of these businesses are early-stage investments that we continue to manage at an operating loss as previously described and as planned, and we expect to continue to do so in many of these businesses in the next several years. The exception is BuildASign which is a larger, more established and profitable business, albeit with an entrepreneurial spirit and, we believe, significant opportunity ahead in its target markets. A few of the early-stage businesses in this segment delivered disappointing revenue growth during the quarter, albeit off of small bases. These businesses are continuing to pivot and evolve their business models as they learn more about the markets they serve, and expect fluctuations in growth.

Q2 FY2019 segment loss improved by $1.0 million year over year, driven by the BuildASign acquisition, as well as a currency benefit, partially offset by the inclusion of operating losses from our VIDA business in FY2019. Segment loss margin improved year over year from (41)% last year to (12)% in Q2 FY2019 due to the BuildASign acquisition.

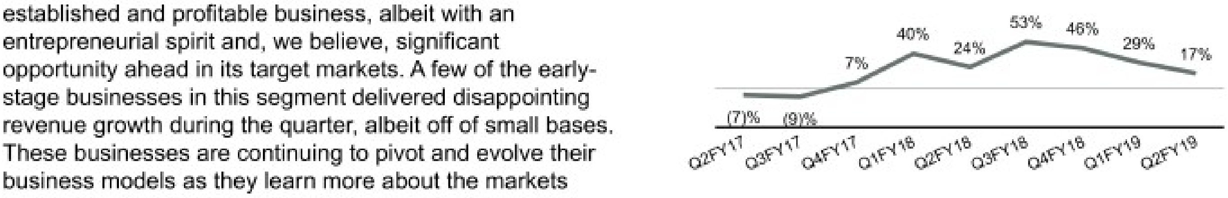
During Q2 FY2019, we closed Printi's U.S. operations in order to focus on Brazil. While Printi's U.S. revenue had grown quickly, it was doing so without a scale advantage and through inefficient outsourcing relationships. This move came with a small restructuring charge, which does not impact segment profit.

Please refer to page 22 for an update on our outlook for All Other Businesses investments.

Revenue ($M) & Reported Revenue Growth Quarterly

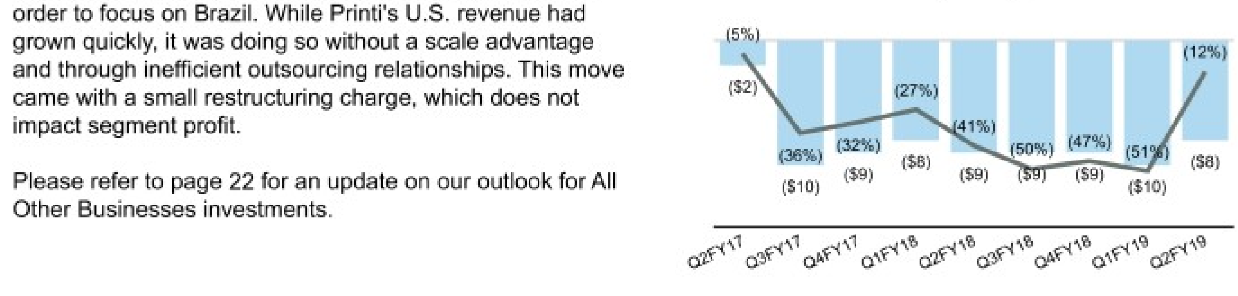


Organic Constant-Currency Revenue Growth* Quarterly



* The trend of organic constant currency revenue growth in the chart above is not indicative of the growth trends in the existing businesses within this segment. Prior to Q1 FY2018, organic growth included Albumprinter which was material to this segment and grew more slowly than the other businesses that remain. Additionally, our organic growth in each quarter of FY2017 was impacted by the loss of two retail partners in those periods as we have explained in the past.

Segment Loss ($M) & Margin (%) of Loss Quarterly



BUSINESSES IN THIS REPORTABLE SEGMENT

With the exception of BuildASign which is a larger and profitable business, the All Other Businesses segment consists of multiple small, rapidly evolving early-stage businesses. These businesses are subject to high degrees of risk and we expect that each of their business models will rapidly evolve in function of customer feedback, testing, and entrepreneurial pivoting.

BuildASign is a fast-growing internet-based provider of canvas-print wall décor, business signage and other large-format printed products, based in Austin, Texas.

Printi, the online printing leader in Brazil, offers a superior customer experience with transparent and attractive pricing, reliable service and quality.

VIDA is an innovative startup that brings manufacturing access and an e-commerce marketplace to artists, thereby enabling artists to convert ideas into beautiful, original products for customers, ranging from custom fashion, jewelry and accessories to home accent pieces.

Vistaprint Corporate Solutions serves medium-sized businesses and large corporations, as well as a legacy revenue stream with retail partners and franchise businesses.

Vistaprint India operates a derivative of the Vistaprint business model, albeit with higher service levels and quality, fully domestic, Indian content, pricing that is a slight premium to many traditional offline alternatives, and almost no discounting.

Vistaprint Japan operates a derivative of the Vistaprint business model with a differentiated position relative to competitors who tend to focus on upload and print, not the self-service, micro-business customer which Vistaprint Japan serves.

CENTRAL AND CORPORATE COSTS

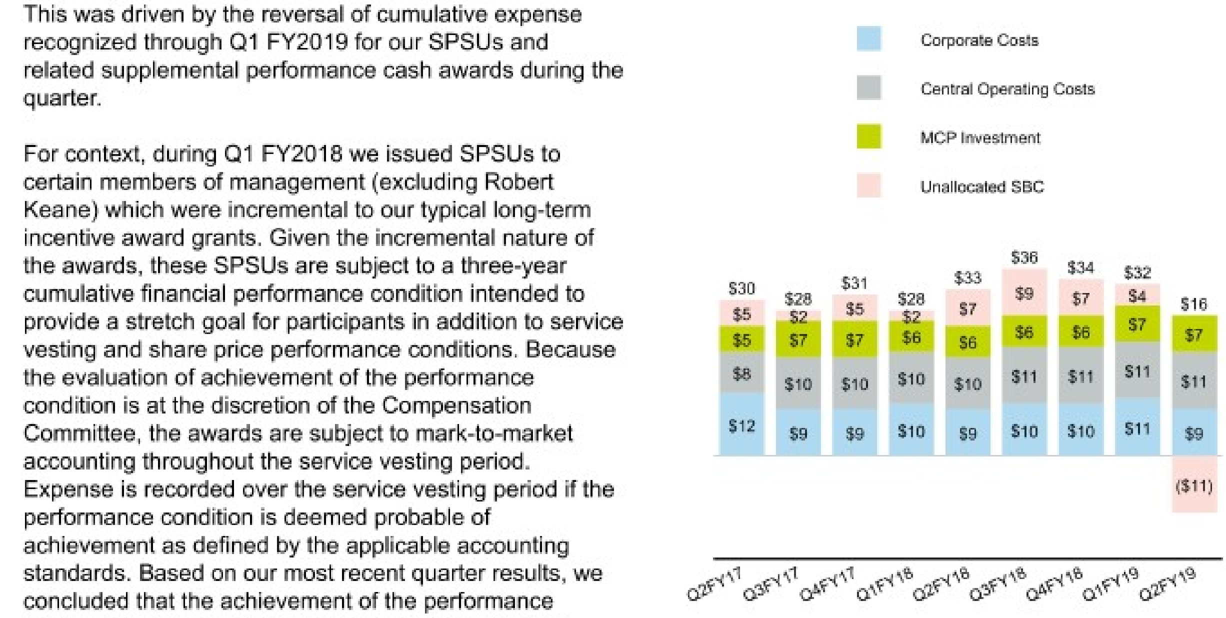
Central and corporate costs decreased 52% year over year in Q2 FY2019 from $33.4 million to $15.9 million. This was driven by the reversal of cumulative expense recognized through Q1 FY2019 for our SPSUs and related supplemental performance cash awards during the quarter.

For context, during Q1 FY2018 we issued SPSUs to certain members of management (excluding Robert Keane) which were incremental to our typical long-term incentive award grants. Given the incremental nature of the awards, these SPSUs are subject to a three-year cumulative financial performance condition intended to provide a stretch goal for participants in addition to service vesting and share price performance conditions. Because the evaluation of achievement of the performance condition is at the discretion of the Compensation Committee, the awards are subject to mark-to-market accounting throughout the service vesting period. Expense is recorded over the service vesting period if the performance condition is deemed probable of achievement as defined by the applicable accounting standards. Based on our most recent quarter results, we concluded that the achievement of the performance condition was no longer probable as of December 31, 2018 and reversed the previously recognized $15.4 million expense. If in a future period we determine that the financial target is probable of achievement, we would cumulatively catch-up the expense in that period.

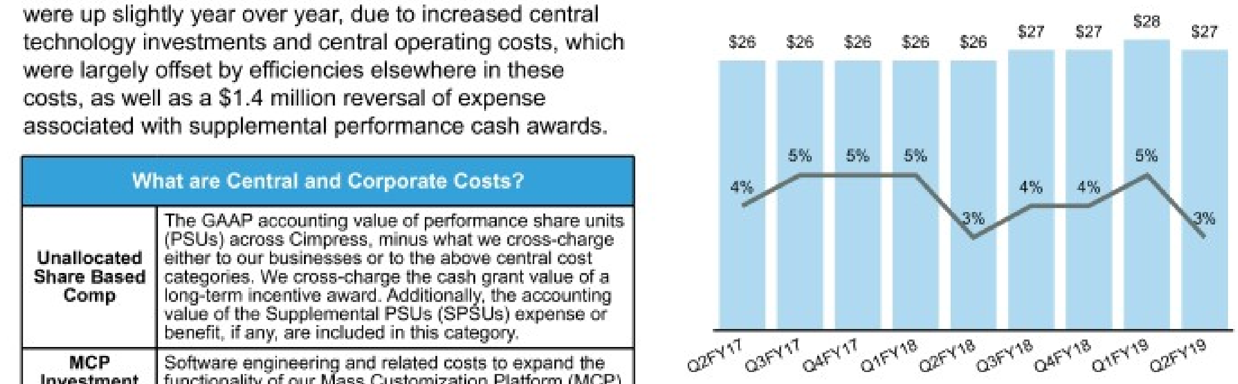
Excluding unallocated SBC, central and corporate costs were up slightly year over year, due to increased central technology investments and central operating costs, which were largely offset by efficiencies elsewhere in these costs, as well as a $1.4 million reversal of expense associated with supplemental performance cash awards.

What are Central and Corporate Costs?	
Unallocated Share Based Comp	The GAAP accounting value of performance share units (PSUs) across Cimpress, minus what we cross-charge either to our businesses or to the above central cost categories. We cross-charge the cash grant value of a long-term incentive award. Additionally, the accounting value of the Supplemental PSUs (SPSUs) expense or benefit, if any, are included in this category.
MCP Investment	Software engineering and related costs to expand the functionality of our Mass Customization Platform (MCP).
Central Operating Costs	Our operationally oriented shared-service organizations of (1) global procurement, (2) the technical maintenance and hosting of the MCP, and (3) privacy and information security management, plus the administrative costs of our Cimpress India offices where numerous Cimpress businesses have dedicated business-specific team members. These costs are required to operate our businesses.
Corporate Costs	Corporate activities, including the office of the CEO, the board, directors and officers insurance, treasury, tax, capital allocation, financial consolidation, audit, corporate legal, internal company-wide communications, investor relations and corporate strategy. Additionally, the expense or benefit, if any, for the supplemental performance cash awards mentioned above are included in this category.

Central and Corporate Costs ($M)
Quarterly



Central and Corporate Costs
Excluding Unallocated Share-Based Comp*
($M and as a % of Total Revenue)



* *We present this cost category excluding the Unallocated SBC to help our investors see the potential for scale leverage in these central costs without the volatility and accounting complexities of the Unallocated SBC. For avoidance of doubt, we view SBC as a cost, and believe investors should too. As a reminder we charge our businesses a cost based on the cash value of long-term incentive grants, which excludes some of these accounting complexities, and which is included in each segment's results each period. You can find additional information on the LTI overview document posted on ir.cimpress.com. All numbers are rounded to the nearest million and may not sum to total Central and Corporate Costs when combined with the rounded Unallocated SBC figures in the chart above.*

CURRENCY IMPACTS

Changes in currency rates negatively impacted our year-over-year reported revenue growth rate by 200 basis points in Q2 FY2019. There are many natural expense offsets in local currencies in our business and, therefore, the net currency impact to our bottom line is less pronounced than it is to revenue. As such, we look at constant-currency organic growth rates to understand revenue trends in the absence of currency movements but typically evaluate our bottom line inclusive of currency movements.

Our most significant net currency exposures by volume are the Euro and the British Pound. We enter into currency derivative contracts to hedge the risk for certain currencies where we have a net Adjusted EBITDA exposure. We hedge our Adjusted EBITDA exposures because a slightly different but similar EBITDA measure is the primary metric used in our debt covenants. We do not apply hedge accounting to these hedges, which increases the volatility of the gains or losses that are included in our net income from quarter to quarter. Realized and unrealized gains or losses from these hedges are recorded in Other income (expense), net, along with other currency-related gains or losses. The realized gains or losses on our hedging contracts are added back to our Adjusted NOP and Adjusted EBITDA to show the economic impact of our hedging activities.

Our Other income (expense), net was $9.6 million for the second quarter of FY2019. The vast majority of this is currency related, as follows:

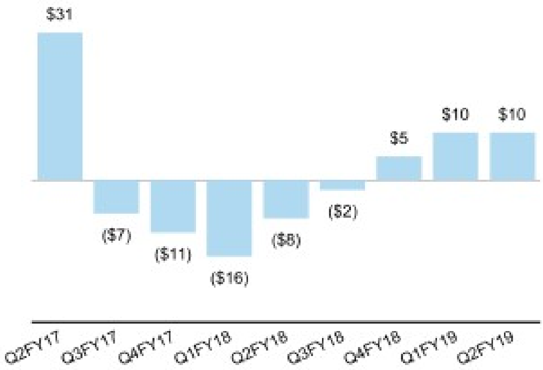
- Approximately $2 million of Q2 gains were primarily related to unrealized non-cash net gains on intercompany activity and currency hedges. These are included in our net income, but excluded from our Adjusted NOP and Adjusted EBITDA.
- Realized gains on certain currency hedges of $7.4 million for the second quarter. These realized gains affect our net income, Adjusted NOP and Adjusted EBITDA.

Overall, for the reasons described above, year-over-year fluctuations in currencies create different impacts on the various financial results you see throughout this document. At the top right of this page is a table describing these directional net currency impacts when compared to the prior-year period.

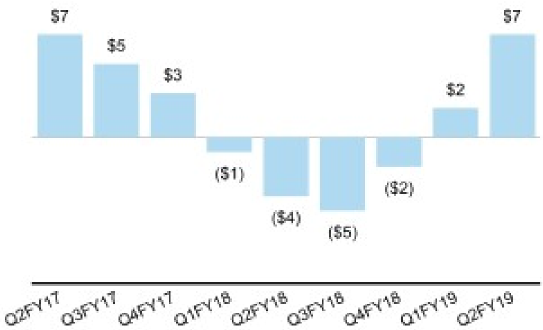
Financial Measure	Y/Y Impact from Currency* Q2 FY2019
Revenue	Negative
Operating income	Negative
Net income	Positive
Segment profit	Mixed by segment
Adjusted NOP	Positive
Adjusted EBITDA	Positive
Free cash flow	Positive

* Net income includes both realized and unrealized gains or losses from currency hedges and intercompany loan balances. Adjusted NOP and adjusted EBITDA include only realized gains or losses from certain currency hedges. Free cash flow includes realized gains or losses on currency hedges as well as the currency impact of the timing of receivables, payments and other working capital settlements. Revenue, operating income and segment profit do not reflect any impacts from currency hedges or balance sheet translation.

Other Income (Expense), Net ($M)



Realized Gains (Losses) on Certain Currency Derivatives ($M)



OUTLOOK UPDATE

In light of our recent disappointing performance across most of our businesses and our plans for Vistaprint to focus on foundational basics for the foreseeable future, we are adjusting the revenue and investment spend outlook we set at the beginning of FY2019 that was outlined in our annual letter to investors on August 1, 2018, in the areas noted below.

Constant-Currency Revenue Growth Outlook for the Foreseeable Future:
We are modifying our growth expectations for every segment other than All Other Businesses. Our current revenue growth expectations, which exclude acquisitions with fewer than four quarters of Cimpress ownership, are as follows:

- ***Vistaprint***: Flat to negative growth
- ***Upload and Print***: High single-digit growth
- ***National Pen***: High single-digit growth
- ***All Other Businesses***: Double-digit growth; also continue to expect double-digit growth for BuildASign

Investment Spending Expectations:
As a reminder, references to investment spending refer to any investment of money that we expect to require more than twelve months to return 100% or more of the investment. The numbers below show the net impact of these investments on (i.e., decrease to) unlevered free cash flow, as well as operating income and Adjusted NOP.

	FY 2019 ESTIMATED IMPACT OF NET INVESTMENTS ON:					
$ in millions	**Unlevered Free Cash Flow (UFCF)**			**Operating Income & Adjusted Net Operating Profit**		
Investment Area:	Prior estimate	*Change*	New estimate	Prior estimate	*Change*	New estimate
Vistaprint[1]	$175	*($30)*	$145	$150	*($10)*	$140
Upload and Print	$35	*($5)*	$30	$5	*$—*	$5
National Pen	$10	*$—*	$10	$5	*$—*	$5
All Other Businesses[2]	$20	*$15*	$35	$20	*$10*	$30
Mass Customization Platform[3]	$25	*$—*	$25	$30	*$—*	$30
Other Centrally Managed Investments[4]	$5	*$—*	$5	$15	*($10)*	$5
Cimpress Total	**$270**	***($20)***	**$250**	**$225**	***($10)***	**$215**

[1] Vistaprint estimates reflect a decrease in certain investments such as previously planned growth-related capital expenditures, reduced operating expenses and projects that will be deprioritized in the near-term. This does not reflect a change in estimate for the net investment in lifetime-value-based advertising. As noted earlier in this document, we have already begun reducing Vistaprint advertising spend, but we need more time to assess the impact that will have on UFCF, operating income and Adjusted NOP. We will provide an updated outlook for Vistaprint's net investments in our Q3 FY2019 earnings document, if necessary.

[2] All Other Businesses increased investment compared to prior estimates is mostly driven by an estimated increase in net investment spend for our Printi and Vistaprint Corporate Solutions businesses, and the addition of a small amount of investment for BuildASign.

[3] Note that the estimates presented regarding our investments in the mass customization platform are gross investments, prior to benefits we realize in year, i.e., not net investments like the other lines in these tables.

[4] For "other centrally managed investments" the estimated reduction in the impact of investments to operating income and Adjusted NOP is primarily driven by the reversal of the prior expense for our supplemental PSUs that is described in detail on page 20 of this document.

Additionally, please note the following housekeeping items:

- The actions surrounding the Vistaprint transition, as well as a smaller action in one of our other businesses, will result in a Q3 FY2019 restructuring charge of approximately $6.5 million. This is a preliminary estimate, and includes about $3.5 million of non-cash charges related to the acceleration of share-based compensation, as well as about $3.0 million of cash severance charges.

- During our second quarter each year, we typically have significant cash inflows from net working capital changes, due largely to the seasonality of our business. This working capital seasonality typically reverses in the third quarter of each year, and we expect the same trend to happen in Q3 FY2019. Please note that the Q2 FY2019 inflows were augmented by the first-time inclusion of BuildASign in our results, which is also seasonal, as well as an increased focus and discipline on working capital throughout our business.

- On January 7, 2019, we expanded our existing credit facility by an additional $500 million, bringing the total amount of the credit facility to $1,613 million, consisting of $526 million of outstanding term loans and a $1,087 million revolver. The terms and covenants of the credit facility remain unchanged. We expanded the credit facility to further strengthen our financial flexibility as we continue to execute on our strategy and capital allocation opportunities. While this expansion is not for a specific use, we do expect to continue to grow our revenue and EBITDA in the future, and we value having the balance sheet flexibility and capacity to act on attractive capital allocation opportunities when they arise.

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

	December 31, 2018	June 30, 2018
Assets		
Current assets:		
Cash and cash equivalents	$ 48,264	$ 44,227
Accounts receivable, net of allowances of $7,307 and $6,898, respectively	68,100	55,621
Inventory	75,171	60,602
Prepaid expenses and other current assets	95,903	78,846
Total current assets	287,438	239,296
Property, plant and equipment, net	495,107	483,664
Software and website development costs, net	62,176	56,199
Deferred tax assets	59,336	67,087
Goodwill	727,577	520,843
Intangible assets, net	290,242	230,201
Other assets	50,295	54,927
Total assets	$ 1,972,171	$ 1,652,217
Liabilities, noncontrolling interests and shareholders' equity		
Current liabilities:		
Accounts payable	$ 204,429	$ 152,436
Accrued expenses	237,564	186,661
Deferred revenue	32,132	27,697
Short-term debt	46,549	59,259
Other current liabilities	46,642	54,971
Total current liabilities	567,316	481,024
Deferred tax liabilities	46,979	51,243
Lease financing obligation	106,971	102,743
Long-term debt	1,001,900	767,585
Other liabilities	67,447	69,524
Total liabilities	1,790,613	1,472,119
Commitments and contingencies		
Redeemable noncontrolling interests	53,371	86,151
Shareholders' equity:		
Preferred shares, par value €0.01 per share, 100,000,000 shares authorized; none issued and outstanding	—	—
Ordinary shares, par value €0.01 per share, 100,000,000 shares authorized; 44,080,627 shares issued; and 30,843,950 and 30,876,193 shares outstanding, respectively	615	615
Treasury shares, at cost, 13,236,677 and 13,204,434 shares, respectively	(696,499)	(685,577)
Additional paid-in capital	396,648	395,682
Retained earnings	496,745	452,756
Accumulated other comprehensive loss	(69,322)	(69,814)
Total shareholders' equity attributable to Cimpress N.V.	128,187	93,662
Noncontrolling interests	—	285
Total shareholders' equity	128,187	93,947
Total liabilities, noncontrolling interests and shareholders' equity	$ 1,972,171	$ 1,652,217

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

	Three Months Ended December 31,		Six Months Ended December 31,	
	2018	2017	2018	2017
Revenue	$ 825,567	$ 762,054	$ 1,414,548	$ 1,325,338
Cost of revenue (1)	411,496	360,285	713,967	644,040
Technology and development expense (1)	55,405	59,228	112,468	121,331
Marketing and selling expense (1)	211,963	200,785	394,751	366,878
General and administrative expense (1)	40,216	44,988	81,392	83,766
Amortization of acquired intangible assets	14,846	12,558	26,147	25,191
Restructuring expense (1)	1,026	11,501	1,196	12,355
(Gain) on sale of subsidiaries	—	—	—	(47,545)
Income from operations	90,615	72,709	84,627	119,322
Other income (expense), net	9,629	(7,732)	19,881	(24,044)
Interest expense, net	(16,808)	(12,529)	(30,585)	(25,611)
Income before income taxes	83,436	52,448	73,923	69,667
Income tax expense	14,399	21,825	19,880	15,638
Net income	69,037	30,623	54,043	54,029
Add: Net (income) loss attributable to noncontrolling interest	(23)	(688)	332	(731)
Net income attributable to Cimpress N.V.	$ 69,014	$ 29,935	$ 54,375	$ 53,298
Basic net income per share attributable to Cimpress N.V.	$ 2.24	$ 0.96	$ 1.76	$ 1.71
Diluted net income per share attributable to Cimpress N.V.	$ 2.17	$ 0.93	$ 1.70	$ 1.65
Weighted average shares outstanding — basic	30,863,339	31,026,043	30,873,478	31,123,177
Weighted average shares outstanding — diluted	31,820,497	32,319,022	31,913,510	32,325,592

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

	Three Months Ended December 31,		Six Months Ended December 31,	
	2018	2017	2018	2017
Cost of revenue	$ 163	$ 95	$ 278	$ 135
Technology and development expense	(1,528)	2,818	680	4,674
Marketing and selling expense	(1,877)	1,858	(514)	2,843
General and administrative expense	522	8,037	5,752	11,965
Restructuring expense	—	506	—	609

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

	Three Months Ended December 31,		Six Months Ended December 31,	
	2018	2017	2018	2017
Operating activities				
Net income	$ 69,037	$ 30,623	$ 54,043	$ 54,029
Adjustments to reconcile net income to net cash provided by operating activities:				
Depreciation and amortization	44,502	41,299	85,220	83,683
Share-based compensation expense	(2,720)	13,314	6,196	20,226
Deferred taxes	12,207	9,720	8,244	(6,869)
Gain on sale of subsidiaries	—	—	—	(47,545)
Change in contingent earn-out liability	—	947	—	1,774
Unrealized (gain) loss on derivatives not designated as hedging instruments included in net income	(3,815)	(1,525)	(9,581)	4,541
Effect of exchange rate changes on monetary assets and liabilities denominated in non-functional currency	193	4,889	(2,663)	13,275
Other non-cash items	1,675	794	2,420	817
Changes in operating assets and liabilities:				
Accounts receivable	(4,575)	(7,617)	(11,866)	(16,456)
Inventory	1,862	1,628	(9,454)	(7,357)
Prepaid expenses and other assets	(9,180)	719	(8,397)	(4,174)
Accounts payable	47,253	45,225	48,839	43,604
Accrued expenses and other liabilities	26,831	20,347	42,489	37,194
Net cash provided by operating activities	183,270	160,363	205,490	176,742
Investing activities				
Purchases of property, plant and equipment	(17,741)	(18,217)	(38,767)	(38,674)
Proceeds from the sale of subsidiaries, net of transactions costs and cash divested	—	—	—	93,779
Business acquisitions, net of cash acquired	(271,269)	—	(289,269)	(110)
Purchases of intangible assets	—	(254)	(22)	(278)
Capitalization of software and website development costs	(10,688)	(9,180)	(21,921)	(18,114)
Proceeds from the sale of assets	205	117	523	334
Other investing activities	(447)	1,170	(52)	(1,003)
Net cash (used in) provided by investing activities	(299,940)	(26,364)	(349,508)	35,934
Financing activities				
Proceeds from borrowings of debt	447,842	131,817	692,938	311,349
Payments of debt	(268,305)	(252,788)	(474,997)	(487,466)
Payments of debt issuance costs	(13)	—	(1,471)	(3,251)
Payments of withholding taxes in connection with equity awards	(359)	(908)	(2,125)	(2,098)
Payments of capital lease obligations	(4,598)	(4,804)	(8,780)	(9,462)
Purchase of ordinary shares	(14,043)	(14,465)	(14,043)	(55,139)
Purchase of noncontrolling interests	(41,177)	—	(41,177)	—
Distribution to noncontrolling interest	(3,375)	—	(3,375)	—
Proceeds from issuance of ordinary shares	2,891	2,949	2,891	9,019
Issuance of loans	—	—	—	(12,000)
Proceeds from sale of noncontrolling interest	—	—	—	35,390
Other financing activities	(645)	(83)	—	(83)
Net cash provided by (used in) financing activities	118,218	(138,282)	149,861	(213,741)
Effect of exchange rate changes on cash	(1,352)	1,547	(1,806)	3,390

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

Change in cash held for sale	—	—	—	12,042
Net increase (decrease) in cash and cash equivalents	196	(2,736)	4,037	14,367
Cash and cash equivalents at beginning of period	48,068	42,800	44,227	25,697
Cash and cash equivalents at end of period	$ 48,264	$ 40,064	$ 48,264	$ 40,064

ABOUT NON-GAAP FINANCIAL MEASURES:

To supplement Cimpress' consolidated financial statements presented in accordance with U.S. generally accepted accounting principles, or GAAP, Cimpress has used the following measures defined as non-GAAP financial measures by Securities and Exchange Commission, or SEC, rules: Constant-currency revenue growth, constant-currency revenue growth excluding revenue from acquisitions and divestitures made in the last twelve months, Adjusted Net Operating Profit, Adjusted EBITDA, free cash flow and Trailing-Twelve-Month Return on Invested Capital:

- Constant-currency revenue growth is estimated 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.
- Constant-currency revenue growth excluding revenue from acquisitions and divestitures made during the past twelve months excludes the impact of currency as defined above. The organic constant-currency growth rate excludes Albumprinter revenue from Q1 FY2017 through Q1 FY2018, Digipri (the part of our Japan business that we previously sold) revenue for Q2 FY2018, and VIDA and BuildASign revenue for all periods.
- Adjusted Net Operating Profit is defined as GAAP operating income plus interest expense associated with our Waltham, Massachusetts lease, excluding M&A related items such as acquisition-related amortization and depreciation, changes in the fair value of contingent consideration, and expense for deferred payments or equity awards that are treated as compensation expense, plus the impact of certain unusual items such as discontinued operations, restructuring charges, impairments, or gains related to the purchase or sale of subsidiaries, plus certain realized gains or losses on currency derivatives that are not included in operating income.
- Adjusted EBITDA is defined as operating income plus depreciation and amortization (excluding depreciation and amortization related to our Waltham, Massachusetts office lease) 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.
- 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, plus payment of contingent consideration in excess of acquisition-date fair value, plus gains on proceeds from insurance.
- Trailing-Twelve-Month Return on Invested Capital is Adjusted NOPAT or Adjusted NOPAT excluding share-based compensation, divided by debt plus redeemable noncontrolling interest plus shareholders equity, less excess cash. Adjusted NOPAT is defined as Adjusted NOP from above, less cash taxes. Adjusted NOPAT excluding share-based compensation adds back all share-based compensation expense that has not already been added back to Adjusted NOPAT. Excess cash is cash and equivalents greater than 5% of last twelve month revenues and, if negative, is capped at zero. Operating leases have not been converted to debt for purposes of this calculation.

These non-GAAP financial measures are provided to enhance investors' understanding of our current operating results from the underlying and ongoing business for the same reasons they are used by management. For example, as we have become more acquisitive over recent years we believe excluding the costs related to the purchase of a business (such as amortization of acquired intangible assets, contingent consideration, or impairment of goodwill) provides further insight into the performance of the underlying acquired business in addition to that provided by our GAAP operating income. As another example, as we do not apply hedge accounting for our currency forward contracts, we believe inclusion of realized gains and losses on these contracts that are intended to be matched against operational currency fluctuations provides further insight into our operating performance in addition to that provided by our GAAP operating income. We do not, nor do we suggest that investors should, consider such non-GAAP financial measures in isolation from, or as a substitute for, financial information prepared in accordance with GAAP. For more information on these non-GAAP financial measures, please see the tables captioned "Reconciliations of Non-GAAP Financial Measures" included at the end of this release. The tables have more details on the GAAP financial measures that are most directly comparable to non-GAAP financial measures and the related reconciliation between these financial measures.

REVENUE GROWTH RATES BY SEGMENT
(Quarterly)

Vistaprint	Q2FY17	Q3FY17	Q4FY17	Q1FY18	Q2FY18	Q3FY18	Q4FY18	Q1FY19	Q2FY19
Reported revenue growth	7%	11%	5%	11 %	13 %	11 %	11 %	6%	1%
Currency impact	2%	1%	1%	(1)%	(4)%	(4)%	(2)%	1%	2%
Revenue growth in constant currency	9%	12%	6%	10 %	9 %	7 %	9 %	7%	3%

Upload and Print	Q2FY17	Q3FY17	Q4FY17	Q1FY18	Q2FY18	Q3FY18	Q4FY18	Q1FY19	Q2FY19
Reported revenue growth	63 %	22 %	10%	22 %	26 %	29 %	19 %	7%	6%
Currency impact	3 %	5 %	4%	(6)%	(10)%	(17)%	(9)%	2%	3%
Revenue growth in constant currency	66 %	27 %	14%	16 %	16 %	12 %	10 %	9%	9%
Impact of TTM acquisitions	(55)%	(14)%	—%	— %	— %	— %	— %	—%	—%
Revenue growth in constant currency excl. TTM acquisitions	11 %	13 %	14%	16 %	16 %	12 %	10 %	9%	9%

National Pen	Q2FY17	Q3FY17	Q4FY17	Q1FY18	Q2FY18	Q3FY18	Q4FY18	Q1FY19	Q2FY19
Reported revenue growth[1]	N/A	100 %	100 %	100 %	100 %	39 %	22 %	10%	5%
Currency impact	N/A	— %	— %	— %	— %	(9)%	(3)%	1%	2%
Revenue growth in constant currency	N/A	100 %	100 %	100 %	100 %	30 %	19 %	11%	7%
Impact of TTM acquisitions	N/A	(100)%	(100)%	(100)%	(100)%	— %	— %	—%	—%
Revenue growth in constant currency excl. TTM acquisitions	N/A	— %	— %	— %	— %	30 %	19 %	11%	7%
Pro Forma National Pen Growth Rates:									
Pro forma revenue growth in U.S. dollars	*N/A*	*(8)%*	*(5)%*	*(5)%*	*33 %*	*N/A*	*N/A*	*N/A*	*N/A*
Currency impact	*N/A*	*3 %*	*3 %*	*(2)%*	*(5)%*	*N/A*	*N/A*	*N/A*	*N/A*
Pro forma revenue growth in constant currency	*N/A*	*(5)%*	*(2)%*	*(7)%*	*28 %*	*N/A*	*N/A*	*N/A*	*N/A*
Impact of discontinued operations	*N/A*	*3 %*	*3 %*	*4 %*	*— %*	*N/A*	*N/A*	*N/A*	*N/A*
Pro forma revenue growth in constant currency, excluding discontinued operations	*N/A*	*(2)%*	*1 %*	*(3)%*	*28 %*	*N/A*	*N/A*	*N/A*	*N/A*

All Other Businesses	Q2FY17	Q3FY17	Q4FY17	Q1FY18	Q2FY18	Q3FY18	Q4FY18	Q1FY19	Q2FY19
Reported revenue growth	(7)%	(8)%	6%	7 %	(53)%	(33)%	(33)%	(33)%	194 %
Currency impact	— %	(1)%	1%	(2)%	— %	— %	2 %	6 %	7 %
Revenue growth in constant currency	(7)%	(9)%	7%	5 %	(53)%	(33)%	(31)%	(27)%	201 %
Impact of TTM acquisitions and divestitures	— %	— %	—%	35 %	77 %	86 %	77 %	56 %	(184)%
Revenue growth in constant currency excl. TTM acquisitions & divestitures	(7)%	(9)%	7%	40 %	24 %	53 %	46 %	29 %	17 %

[1]*National Pen's reported revenue growth was 100% from Q3 FY17 to Q2 FY18 since we did not own this business in the corresponding year-ago periods.*

CONSTANT-CURRENCY REVENUE GROWTH RATES

(Quarterly)

	Q2FY17	Q3FY17	Q4FY17	Q1FY18	Q2FY18	Q3FY18	Q4FY18	Q1FY19	Q2FY19
Reported revenue growth	16 %	26 %	18 %	27 %	32 %	16 %	12 %	5%	8 %
Currency impact	2 %	2 %	2 %	(3)%	(5)%	(8)%	(4)%	1%	3 %
Revenue growth in constant currency	18 %	28 %	20 %	24 %	27 %	8 %	8 %	6%	11 %
Impact of TTM acquisitions, divestitures & JVs	(10)%	(17)%	(11)%	(12)%	(16)%	3 %	3 %	2%	(5)%
Revenue growth in constant currency ex. TTM acquisitions, divestitures & JVs	8 %	11 %	9 %	12 %	11 %	11 %	11 %	8%	6 %

CONSTANT-CURRENCY REVENUE GROWTH RATES

(YTD)

	YTD Q2FY17	YTD Q2FY18	YTD Q2FY19
Reported revenue growth	17 %	30 %	7 %
Currency impact	1 %	(4)%	2 %
Revenue growth in constant currency	18 %	26 %	9 %
Impact of TTM acquisitions, divestitures & JVs	(11)%	(15)%	(2)%
Revenue growth in constant currency ex. TTM acquisitions, divestitures & JVs	7 %	11 %	7 %

TWO-YEAR STACKED CONSTANT-CURRENCY ORGANIC REVENUE GROWTH RATES

(Quarterly)

Total Company	Q2FY16	Q3FY16	Q4FY16	Q1FY17
Reported revenue growth	13 %	29 %	26 %	18 %
Currency impact	7 %	2 %	— %	1 %
Revenue growth in constant currency	20 %	31 %	26 %	19 %
Impact of TTM acquisitions, divestitures & JVs	(10)%	(21)%	(15)%	(13)%
Revenue growth in constant currency ex. TTM acquisitions, divestitures & JVs	10 %	10 %	11 %	6 %

Values may not sum to total due to rounding.

TWO-YEAR STACKED CONSTANT-CURRENCY ORGANIC REVENUE GROWTH RATES, CONT'D

(Quarterly)

Total Company	Q2FY17	Q3FY17	Q4FY17	Q1FY18	Q2FY18	Q3FY18	Q4FY18	Q1FY19	Q2FY19
Reported revenue growth	16 %	26 %	18 %	27 %	32 %	16 %	12 %	5%	8 %
Currency impact	2 %	2 %	2 %	(3)%	(5)%	(8)%	(4)%	1%	3 %
Revenue growth in constant currency	18 %	28 %	20 %	24 %	27 %	8 %	8 %	6%	11 %
Impact of TTM acquisitions, divestitures & JVs	(10)%	(17)%	(11)%	(12)%	(16)%	3 %	3 %	2%	(5)%
Revenue growth in constant currency ex. TTM acquisitions, divestitures & JVs	8 %	11 %	9 %	12 %	11 %	11 %	11 %	8%	6 %

2-Year Stacked Organic Constant-Currency	Q2'16+ Q2'17	Q3'16+ Q3'17	Q4'16+ Q4'17	Q1'17+ Q1'18	Q2'17+ Q2'18	Q3'17+ Q3'18	Q4'17+ Q4'18	Q1'18+ Q1'19	Q2'18+ Q2'19
Year 1 (Earlier of the 2 Stacked Periods)	10 %	10 %	11 %	6 %	8 %	11 %	9 %	12%	11 %
Year 2 (More Recent of the 2 Stacked Periods)	8 %	11 %	9 %	12 %	11 %	11 %	11 %	8%	6 %
Year 1 + Year 2	18 %	21 %	20 %	18 %	19 %	22 %	20 %	20%	17 %

Note: Total company revenue growth in constant currency excluding TTM acquisitions, divestitures and joint ventures for all periods excludes the impact of currency. The organic constant-currency growth rate excludes Albumprinter revenue from Q1 FY2017 through Q1 FY2018, Digipri (the part of our Japan business that we previously sold) revenue, for Q2 FY2018, and VIDA and BuildASign revenue for all periods.

Vistaprint	Q2FY16	Q3FY16	Q4FY16	Q1FY17
Reported revenue growth	3%	8%	12%	7%
Currency impact	5%	2%	—%	1%
Revenue growth in constant currency	8%	10%	12%	8%
Impact of TTM acquisitions, divestitures & JVs	—%	—%	—%	—%
Revenue growth in constant currency ex. TTM acquisitions, divestitures & JVs	8%	10%	12%	8%

Vistaprint	Q2FY17	Q3FY17	Q4FY17	Q1FY18	Q2FY18	Q3FY18	Q4FY18	Q1FY19	Q2FY19
Reported revenue growth	7%	11%	5%	11 %	13 %	11 %	11 %	6%	1%
Currency impact	2%	1%	1%	(1)%	(4)%	(4)%	(2)%	1%	2%
Revenue growth in constant currency	9%	12%	6%	10 %	9 %	7 %	9 %	7%	3%
Impact of TTM acquisitions, divestitures & JVs	—%	—%	—%	— %	— %	— %	— %	—%	—%
Revenue growth in constant currency ex. TTM acquisitions, divestitures & JVs	9%	12%	6%	10 %	9 %	7 %	9 %	7%	3%

2-Year Stacked Organic Constant-Currency	Q2'16+ Q2'17	Q3'16+ Q3'17	Q4'16+ Q4'17	Q1'17+ Q1'18	Q2'17+ Q2'18	Q3'17+ Q3'18	Q4'17+ Q4'18	Q1'18+ Q1'19	Q2'18+ Q2'19
Year 1 (Earlier of the 2 Stacked Periods)	8%	10%	12%	8 %	9 %	12 %	6 %	10%	9%
Year 2 (More Recent of the 2 Stacked Periods)	9%	12%	6%	10 %	9 %	7 %	9 %	7%	3%
Year 1 + Year 2	17%	22%	18%	18 %	18 %	19 %	15 %	17%	12%

TWO-YEAR STACKED CONSTANT-CURRENCY ORGANIC REVENUE GROWTH RATES, CONT'D
(Quarterly)

Upload and Print	Q2FY16	Q3FY16	Q4FY16	Q1FY17
Reported revenue growth	112 %	201 %	94 %	72 %
Currency impact	16 %	2 %	(2)%	1 %
Revenue growth in constant currency	128 %	203 %	92 %	73 %
Impact of TTM acquisitions, divestitures & JVs	(97)%	(178)%	(71)%	(61)%
Revenue growth in constant currency ex. TTM acquisitions, divestitures & JVs	31 %	25 %	21 %	12 %

Upload and Print	Q2FY17	Q3FY17	Q4FY17	Q1FY18	Q2FY18	Q3FY18	Q4FY18	Q1FY19	Q2FY19
Reported revenue growth	63 %	22 %	10%	22 %	26 %	29 %	19 %	7%	6%
Currency impact	3 %	5 %	4%	(6)%	(10)%	(17)%	(9)%	2%	3%
Revenue growth in constant currency	66 %	27 %	14%	16 %	16 %	12 %	10 %	9%	9%
Impact of TTM acquisitions, divestitures & JVs	(55)%	(14)%	—%	— %	— %	— %	— %	—%	—%
Revenue growth in constant currency ex. TTM acquisitions, divestitures & JVs	11 %	13 %	14%	16 %	16 %	12 %	10 %	9%	9%

2-Year Stacked Organic Constant-Currency	Q2'16+ Q2'17	Q3'16+ Q3'17	Q4'16+ Q4'17	Q1'17+ Q1'18	Q2'17+ Q2'18	Q3'17+ Q3'18	Q4'17+ Q4'18	Q1'18+ Q1'19	Q2'18+ Q2'19
Year 1 (Earlier of the 2 Stacked Periods)	31 %	25 %	21%	12 %	11 %	13 %	14 %	16%	16%
Year 2 (More Recent of the 2 Stacked Periods)	11 %	13 %	14%	16 %	16 %	12 %	10 %	9%	9%
Year 1 + Year 2	42 %	38 %	35%	28 %	27 %	25 %	24 %	25%	25%

GROSS PROFIT AND CONTRIBUTION PROFIT
(in millions except percentages)

	Q2FY17	Q3FY17	Q4FY17	Q1FY18	Q2FY18	Q3FY18	Q4FY18	Q1FY19	Q2FY19
Total revenue	$576.9	$550.6	$564.3	$563.3	$762.1	$636.1	$631.1	$589.0	$825.6
Cost of revenue	$276.4	$268.5	$279.1	$283.8	$360.3	$319.2	$316.6	$302.5	$411.5
Gross profit (revenue minus cost of revenue)	**$300.5**	**$282.1**	**$285.2**	**$279.5**	**$401.8**	**$316.9**	**$314.6**	**$286.5**	**$414.1**
as a percent of total revenue	*52.1%*	*51.2%*	*50.5%*	*49.6%*	*52.7%*	*49.8%*	*49.8%*	*48.6%*	*50.2%*
Advertising expense and payment processing fees	$103.6	$109.4	$99.4	$105.0	$140.8	$118.5	$108.8	$123.4	$147.8
Contribution profit (gross profit minus advertising/processing fees)	**$196.9**	**$172.7**	**$185.7**	**$174.5**	**$261.0**	**$198.4**	**$205.7**	**$163.2**	**$266.3**
as a percent of total revenue	*34.1%*	*31.4%*	*32.9%*	*31.0%*	*34.3%*	*31.2%*	*32.6%*	*27.7%*	*32.3%*

Values may not sum to total due to rounding.

PROFIT (LOSS) BY REPORTABLE SEGMENT ("SEGMENT PROFIT")
(Quarterly and YTD, in thousands)

	Q2 FY2017	Q2 FY2018	Q2 FY2019	YTD Q2FY17	YTD Q2FY18	YTD Q2FY19
Vistaprint	$ 67,016	$ 99,049	$ 83,788	$ 92,288	$ 129,944	$ 131,052
Upload and Print	16,798	22,470	22,454	30,249	37,238	38,633
National Pen	N/A	17,645	24,862	N/A	18,830	6,826
All Other Businesses	(2,107)	(8,566)	(7,582)	(11,859)	(16,117)	(17,153)
Total segment profit	**$ 81,707**	**$ 130,598**	**$ 123,522**	**$ 110,678**	**$ 169,895**	**$ 159,358**
Central and corporate costs ex. unallocated SBC	(25,923)	(25,924)	(27,046)	(52,652)	(52,109)	(55,111)
Unallocated SBC	(5,305)	(7,486)	11,138	(6,762)	(9,558)	7,070
Include: Realized (losses) gains on certain currency derivatives not included in operating income	6,839	(3,513)	7,446	8,727	(4,147)	9,053
Adjusted NOP	**$ 57,318**	**$ 93,675**	**$ 115,060**	**59,991**	**$ 104,081**	**$ 120,370**
Exclude: Realized losses (gains) on certain currency derivatives not included in operating income	(6,839)	3,513	(7,446)	(8,727)	4,147	(9,053)
Acquisition-related amortization and depreciation	(10,019)	(12,613)	(14,913)	(20,232)	(25,300)	(26,283)
Earn-out related charges[1]	(7,010)	(1,254)	—	(23,257)	(2,391)	—
Share-based compensation related to investment consideration	(601)	(1,007)	(2,893)	(4,704)	(1,047)	(2,893)
Restructuring-related charges	(1,100)	(11,501)	(1,026)	(1,100)	(12,355)	(1,196)
Interest expense for Waltham, MA lease	1,956	1,896	1,833	3,926	3,807	3,682
Gain on the purchase or sale of subsidiaries[2]	—	—	—	—	48,380	—
Total income from operations	**$ 33,705**	**$ 72,709**	**$ 90,615**	**$ 5,897**	**$ 119,322**	**$ 84,627**

[1]Includes expense recognized for the change in fair value of contingent consideration and compensation expense related to earn-out mechanisms dependent upon continued employment.
[2]Includes the impact of the gain on the sale of Albumprinter, as well as a bargain purchase gain as defined by ASC 805-30 for an acquisition in which the identifiable assets acquired and liabilities assumed are greater than the consideration transferred, that was recognized in general and administrative expense in our consolidated statement of operations during the three months ended September 30, 2017.

ADJUSTED NET OPERATING PROFIT

(Quarterly, in millions except percentages)

	Q2FY17	Q3FY17	Q4FY17	Q1FY18	Q2FY18	Q3FY18	Q4FY18	Q1FY19	Q2FY19
GAAP operating income (loss)	$33.7	($41.9)	($9.7)	$46.6	$72.7	$16.6	$21.9	($6.0)	$90.6
Exclude expense (benefit) impact of:									
Acquisition-related amortization and depreciation	$10.0	$13.5	$12.7	$12.7	$12.6	$13.0	$11.8	$11.4	$14.9
Earn-out related charges[1]	$7.0	$4.9	$12.2	$1.1	$1.3	$—	$—	$—	$—
Share-based compensation related to investment consideration	$0.6	$0.4	$4.6	$—	$1.0	$—	$5.7	$—	$2.9
Certain impairments[2]	$—	$9.6	$—	$—	$—	$—	$—	$—	$—
Restructuring related charges	$1.1	$24.8	$0.8	$0.9	$11.5	$2.3	$0.6	$0.2	$1.0
Less: Interest expense associated with Waltham, MA lease	($2.0)	($1.9)	($1.9)	($1.9)	($1.9)	($1.8)	($1.8)	($1.8)	($1.8)
Less: Gain on the purchase or sale of subsidiaries[3]	$—	$—	$—	($48.4)	$—	$—	$0.4	$—	$—
Include: Realized (losses) gains on certain currency derivatives not included in operating income	$6.8	$4.6	$3.2	($0.6)	($3.5)	($4.8)	($2.5)	$1.6	$7.4
Adjusted NOP	**$57.3**	**$13.9**	**$21.9**	**$10.4**	**$93.7**	**$25.3**	**$36.1**	**$5.3**	**$115.1**
Adjusted NOP as a percent of total revenue	*9.9%*	*2.5%*	*3.9%*	*1.8%*	*12.3%*	*4.0%*	*5.7%*	*0.9%*	*13.9%*

ADJUSTED NET OPERATING PROFIT

(TTM, in millions)

	TTM Q2FY17	TTM Q3FY17	TTM Q4FY17	TTM Q1FY18	TTM Q2FY18	TTM Q3FY18	TTM Q4FY18	TTM Q1FY19	TTM Q2FY19
GAAP operating income (loss)	$4.4	($20.0)	($45.7)	$28.7	$67.7	$126.3	$157.8	$105.2	$123.1
Exclude expense (benefit) impact of:									
Acquisition-related amortization and depreciation	$41.6	$44.3	$46.4	$48.9	$51.5	$51.0	$50.1	$48.8	$51.1
Earn-out related charges[1]	$25.9	$29.9	$40.4	$25.3	$19.5	$14.6	$2.4	$1.3	$—
Share-based compensation related to investment consideration	$7.0	$6.2	$9.6	$5.6	$6.0	$5.6	$6.8	$6.8	$8.6
Certain impairments[2]	$38.8	$10.8	$9.6	$9.6	$9.6	$—	$—	$—	$—
Restructuring related charges	$1.1	$25.9	$26.7	$27.6	$38.0	$15.5	$15.2	$14.6	$4.1
Less: Interest expense associated with Waltham, MA lease	($7.9)	($7.8)	($7.7)	($7.7)	($7.6)	($7.5)	($7.5)	($7.4)	($7.4)
Less: Gain on the purchase or sale of subsidiaries[3]	$—	$—	$—	($48.4)	($48.4)	($48.4)	($47.9)	$0.4	$0.4
Include: Realized (losses) gains on certain currency derivatives not included in operating income	$11.0	$14.2	$16.5	$14.0	$3.6	($5.8)	($11.4)	($9.2)	$1.8
Adjusted NOP	**$122.0**	**$103.4**	**$95.7**	**$103.5**	**$139.8**	**$151.3**	**$165.5**	**$160.4**	**$181.8**

[1]Includes expense recognized for the change in fair value of contingent consideration & compensation expense related to cash-based earn-out mechanisms dependent upon continued employment.
[2]Includes the impact of impairments or abandonments of goodwill and other long-lived assets as defined by ASC 350 - "Intangibles-Goodwill and Other" or ASC 360- "Property, plant, and equipment."
[3]Includes the impact of the gain on the sale of Albumprinter, as well as a bargain purchase gain as defined by ASC 805-30 for an acquisition in which the identifiable assets acquired and liabilities assumed are greater than the consideration transferred, that was recognized in general and administrative expense in our consolidated statement of operations during the three months ended September 30, 2017.

ADJUSTED EBITDA

(Quarterly, in millions)

	Q2FY17	Q3FY17	Q4FY17	Q1FY18	Q2FY18	Q3FY18	Q4FY18	Q1FY19	Q2FY19
GAAP operating income (loss)	$33.7	($41.9)	($9.7)	$46.6	$72.7	$16.6	$21.9	($6.0)	$90.6
Depreciation and amortization	$37.0	$44.5	$42.6	$42.4	$41.3	$43.4	$41.9	$40.7	$44.5
Waltham, MA lease depreciation adjustment	($1.0)	($1.0)	($1.0)	($1.0)	($1.0)	($1.0)	($1.0)	($1.0)	($1.0)
Share-based compensation expense[1]	$11.3	$6.5	$13.0	$6.8	$12.8	$12.8	$16.7	$8.9	($2.7)
Proceeds from insurance	$—	$0.2	$—	$—	$0.4	$0.3	$—	$—	$—
Interest expense associated with Waltham, MA lease	($2.0)	($1.9)	($1.9)	($1.9)	($1.9)	($1.8)	($1.8)	($1.8)	($1.8)
Earn-out related charges	$7.0	$4.9	$12.2	$1.1	$1.3	$—	$—	$—	$—
Certain impairments and other adjustments	$—	$9.6	$—	$—	$0.5	$0.9	$1.5	($0.1)	$0.1
Gain on purchase or sale of subsidiaries	$—	$—	$—	($48.4)	$—	$—	$0.4	$—	$—
Restructuring related charges	$1.1	$24.8	$0.8	$0.9	$11.5	$2.3	$0.6	$0.2	$1.0
Realized gains (losses) on currency derivatives not included in operating income	$6.8	$4.6	$3.2	($0.6)	($3.5)	($4.8)	($2.5)	$1.6	$7.4
Adjusted EBITDA[2,3]	**$93.9**	**$50.2**	**$59.2**	**$45.8**	**$134.0**	**$68.7**	**$77.6**	**$42.5**	**$138.1**

ADJUSTED EBITDA

(YTD, in millions)

	YTD Q2FY17	YTD Q2FY18	YTD Q2FY19
GAAP operating income (loss)	$5.9	$119.3	$84.6
Depreciation and amortization	$72.5	$83.7	$85.2
Waltham, MA lease depreciation adjustment	($2.1)	($2.1)	($2.1)
Share-based compensation expense[1]	$22.8	$19.6	$6.2
Proceeds from insurance	$0.7	$0.4	$—
Interest expense associated with Waltham, MA lease	($3.9)	($3.8)	($3.7)
Earn-out related charges	$23.3	$2.4	$—
Certain impairments and other adjustments	$—	$0.5	$—
Gain on purchase or sale of subsidiaries	$—	($48.4)	$—
Restructuring related charges	$1.1	$12.4	$1.2
Realized gains (losses) on currency derivatives not included in operating income	$8.7	($4.1)	$9.1
Adjusted EBITDA[2,3]	**$129.0**	**$179.8**	**$180.5**

ADJUSTED EBITDA

(TTM, in millions)

	TTM Q2FY17	TTM Q3FY17	TTM Q4FY17	TTM Q1FY18	TTM Q2FY18	TTM Q3FY18	TTM Q4FY18	TTM Q1FY19	TTM Q2FY19
GAAP operating income (loss)	$4.4	($20.0)	($45.7)	$28.7	$67.7	$126.3	$157.8	$105.2	$123.1
Depreciation and amortization	$142.6	$152.6	$159.7	$166.5	$170.8	$169.7	$169.0	$167.3	$170.5
Waltham, MA lease depreciation adjustment	($4.1)	($4.1)	($4.1)	($4.1)	($4.1)	($4.1)	($4.1)	($4.1)	($4.1)
Share-based compensation expense[1]	$34.4	$35.0	$42.4	$37.6	$39.1	$45.4	$49.1	$51.2	$35.7
Proceeds from insurance	$1.5	$1.6	$0.8	$0.2	$0.5	$0.7	$0.7	$0.7	$0.3
Interest expense associated with Waltham, MA lease	($7.9)	($7.8)	($7.7)	($7.7)	($7.6)	($7.5)	($7.5)	($7.4)	($7.4)
Earn-out related charges	$25.9	$29.9	$40.4	$25.3	$19.5	$14.6	$2.4	$1.3	$0.0
Certain impairments and other adjustments	$38.8	$10.8	$9.6	$9.6	$10.1	$1.4	$2.9	$2.8	$2.4
Gain on purchase or sale of subsidiaries	$—	$—	$—	($48.4)	($48.4)	($48.4)	($47.9)	$0.4	$0.4
Restructuring related charges	$1.1	$25.9	$26.7	$27.6	$38.0	$15.5	$15.2	$14.6	$4.1
Realized gains (losses) on currency derivatives not included in operating income	$11.0	$14.2	$16.5	$14.0	$3.6	($5.8)	($11.4)	($9.2)	$1.8
Adjusted EBITDA[2,3]	**$247.6**	**$238.0**	**$238.4**	**$249.2**	**$289.2**	**$307.7**	**$326.1**	**$322.8**	**$326.8**

[1]From Q4FY17 through Q3FY18 the SBC expense listed here excludes the portion included in restructuring-related charges to avoid double counting.
[2]This letter uses the definition of Adjusted EBITDA as outlined above and therefore does not include the pro-forma impact of acquisitions or divestitures; however, our debt covenants allow for the inclusion of pro-forma impacts to Adjusted EBITDA.
[3]Adjusted EBITDA includes 100% of the results of our consolidated subsidiaries and therefore does not give effect to Adjusted EBITDA attributable to non-controlling interests. This is to most closely align to our debt covenant and cash flow reporting.

FREE CASH FLOW

(Quarterly, in millions)

	Q2FY17	Q3FY17	Q4FY17	Q1FY18	Q2FY18	Q3FY18	Q4FY18	Q1FY19	Q2FY19
Net cash provided by operating activities	$105.1	$9.0	$33.1	$16.4	$160.4	($32.1)	$47.7	$22.2	$183.3
Purchases of property, plant and equipment	($16.9)	($20.7)	($17.2)	($20.5)	($18.2)	($8.8)	($13.5)	($21.0)	($17.7)
Purchases of intangible assets not related to acquisitions	($0.1)	$—	($0.1)	$—	($0.3)	$—	$—	$—	$—
Capitalization of software and website development costs	($10.8)	($9.6)	($8.6)	($8.9)	($9.2)	($11.4)	($11.4)	($11.2)	($10.7)
Payment of contingent earn-out liabilities	$—	$—	$—	$—	$—	$49.2	$—	$—	$—
Free cash flow	**$77.3**	**($21.3)**	**$7.1**	**($13.0)**	**$132.7**	**($3.0)**	**$22.8**	**($10.1)**	**$154.8**

Reference:

Value of capital leases	$2.8	$7.2	$2.3	$—	$0.1	$0.4	$—	$3.6	$3.7
Cash restructuring payments	$—	$7.5	$7.5	$4.1	$6.8	$4.2	$2.2	$1.2	$0.4
Cash paid during the period for interest	$14.8	$7.3	$17.8	$8.4	$17.4	$8.0	$22.8	$7.5	$22.3
Interest expense for Waltham, MA Lease	($2.0)	($1.9)	($1.9)	($1.9)	($1.9)	($1.8)	($1.8)	($1.8)	($1.8)
Cash interest related to borrowing	**$12.8**	**$5.4**	**$15.9**	**$6.5**	**$15.5**	**$6.2**	**$20.9**	**$5.7**	**$20.4**

FREE CASH FLOW
(YTD, in millions)

	YTD Q2FY17	YTD Q2FY18	YTD Q2FY19
Net cash provided by operating activities	$ 114.7	$ 176.7	$ 205.5
Purchases of property, plant and equipment	$ (36.3)	$ (38.7)	$ (38.8)
Purchases of intangible assets not related to acquisitions	$ (0.1)	$ (0.3)	$ —
Capitalization of software and website development costs	$ (19.1)	$ (18.1)	$ (21.9)
Payment of contingent earn-out liabilities	$ —	$ —	$ —
Proceeds from insurance related to investing activities	$ —	$ —	$ —
Free cash flow	**$ 59.2**	**$ 119.7**	**$ 144.8**

Reference:

Value of capital leases	$ 4.9	$ 0.1	$ 7.2
Cash restructuring payments	$ —	$ 10.9	$ 1.7
Cash paid during the period for interest	$ 20.2	$ 25.9	$ 29.8
Interest expense for Waltham, MA Lease	$ (3.9)	$ (3.8)	$ (3.7)
Cash interest related to borrowing	**$ 16.2**	**$ 22.1**	**$ 26.1**

FREE CASH FLOW
(TTM, in millions)

	TTM Q2FY17	TTM Q3FY17	TTM Q4FY17	TTM Q1FY18	TTM Q2FY18	TTM Q3FY18	TTM Q4FY18	TTM Q1FY19	TTM Q2FY19
Net cash provided by operating activities	$199.7	$175.8	$156.7	$163.5	$218.8	$177.7	$192.3	$198.2	$221.1
Purchases of property, plant and equipment	($73.1)	($74.7)	($74.2)	($75.3)	($76.6)	($64.7)	($60.9)	($61.5)	($61.0)
Purchases of intangible assets not related to acquisitions	($0.2)	($0.1)	($0.2)	($0.2)	($0.4)	($0.4)	($0.3)	($0.3)	($0.1)
Capitalization of software and website development costs	($33.3)	($36.8)	($37.3)	($37.9)	($36.3)	($38.1)	($40.8)	($43.1)	($44.7)
Payment of contingent earn-out liabilities	$8.6	$8.6	$—	$—	$—	$49.2	$49.2	$49.2	$49.2
Free cash flow	**$101.7**	**$72.7**	**$45.1**	**$50.1**	**$105.6**	**$123.8**	**$139.5**	**$142.5**	**$164.6**

Reference:

Value of capital leases	$9.4	$12.4	$14.4	$12.3	$9.6	$2.9	$0.5	$4.1	$7.6
Cash restructuring payments	$0.4	$7.5	$15.0	$19.1	$25.9	$22.6	$17.3	$14.5	$8.1
Cash paid during the period for interest	$39.8	$42.2	$45.3	$48.3	$51.0	$51.7	$56.6	$55.7	$60.6
Interest expense for Waltham, MA Lease	($7.9)	($7.8)	($7.7)	($7.7)	($7.6)	($7.5)	($7.5)	($7.4)	($7.4)
Cash interest related to borrowing	**$31.9**	**$34.4**	**$37.5**	**$40.7**	**$43.4**	**$44.2**	**$49.1**	**$48.3**	**$53.2**

RETURN ON INVESTED CAPITAL

(TTM, in millions except percentages)

	Q2FY17	Q3FY17	Q4FY17	Q1FY18	Q2FY18	Q3FY18	Q4FY18	Q1FY19	Q2FY19
Total Debt	$876.1	$891.5	$876.7	$820.8	$700.5	$812.6	$826.8	$863.6	$1,048.4
Redeemable Non-Controlling Interest	$41.8	$42.6	$45.4	$83.8	$85.5	$87.8	$86.2	$91.4	$53.4
Total Shareholders Equity	$99.8	$84.7	$75.2	$84.5	$119.7	$93.6	$93.9	$82.1	$128.2
Excess Cash[1]	—	—	—	—	—	—	—	—	—
Invested Capital[2]	$1,017.8	$1,018.8	$997.3	$989.1	$905.7	$994.0	$1,006.9	$1,037.2	$1,230.0
Average Invested Capital[3]	$934.0	$960.3	$982.2	$1,005.7	$977.7	$971.5	$974.0	$986.0	$1,067.0

	TTM Q2FY17	TTM Q3FY17	TTM Q4FY17	TTM Q1FY18	TTM Q2FY18	TTM Q3FY18	TTM Q4FY18	TTM Q1FY19	TTM Q2FY19
Adjusted NOP	$122.0	$103.4	$95.7	$103.5	$139.8	$151.3	$165.5	$160.4	$181.8
Less: Cash Taxes	$29.3	$44.6	$49.3	$46.2	$39.5	$31.3	$32.3	$32.4	$32.8
Adjusted NOPAT	$92.6	$58.8	$46.4	$57.3	$100.3	$120.0	$133.2	$128.0	$149.0
Average Invested Capital[3] (from above)	$934.0	$960.3	$982.2	$1,005.7	$977.7	$971.5	$974.0	$986.0	$1,067.0
TTM Adjusted ROIC (cash tax)	*10%*	*6%*	*5%*	*6%*	*10%*	*12%*	*14%*	*13%*	*14%*
Adjusted NOPAT (from above)	$92.6	$58.8	$46.4	$57.3	$100.3	$120.0	$133.2	$128.0	$149.0
Add back: SBC included in Adjusted NOP[4]	$27.4	$28.8	$32.7	$32.0	$33.2	$39.8	$42.3	$44.5	$27.1
TTM Adjusted NOPAT excluding SBC	$120.0	$87.6	$79.1	$89.4	$133.6	$159.9	$175.7	$172.5	$176.1
Average Invested Capital[3] (from above)	$934.0	$960.3	$982.2	$1,005.7	$977.7	$971.5	$974.0	$986.0	$1,067.0
TTM Adjusted ROIC excluding SBC (cash tax)	*13%*	*9%*	*8%*	*9%*	*14%*	*16%*	*18%*	*18%*	*17%*

[1]Excess cash is cash and equivalents > 5% of last twelve month revenues; if negative, capped at zero.

[2,3]Average invested capital represents a four quarter average of total debt, redeemable non-controlling interests and total shareholder equity, less excess cash.

[4]Adjusted NOP already excludes SBC related to investment consideration and restructuring. Here we remove the remaining SBC, so that the "Adjusted NOPAT excluding SBC" excludes all SBC.

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SAFE HARBOR STATEMENT:

This earnings commentary contains statements about our future expectations, plans, and prospects of our business that constitute forward-looking statements for purposes of the safe harbor provisions under the Private Securities Litigation Reform Act of 1995, including our expectations for the growth and development of our businesses, revenues, profits, and cash flows; planned changes in our Vistaprint, Upload and Print, and National Pen businesses and the anticipated effects of those changes on our revenue, cash flow, and intrinsic value; our investments in our businesses and the effects of the investments; the performance and integration of the recently acquired BuildASign business; our estimates of restructuring charges relating to the Vistaprint transition; and the matters discussed in the section entitled "Outlook Update."

Forward-looking projections and expectations are inherently uncertain, are based on assumptions and judgments by management, and may turn out to be wrong. Our actual results may differ materially from those indicated by the forward-looking statements in this document 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; our failure to execute our strategy; our inability to make the investments in our business that we plan to make or the failure of those investments to achieve the results we expect; our failure to address performance issues in some of our businesses; the failure of the businesses we acquire or invest in to perform as expected; our failure to develop and deploy our mass customization platform or the failure of the mass customization platform to drive the efficiencies and competitive advantage we expect; loss of key personnel; unanticipated changes in our markets, customers, or business; our failure to reposition our Vistaprint brand and to promote and strengthen all of our brands; our failure to attract new customers and retain our current customers; our failure to manage the growth and complexity of our business and expand our operations; the willingness of purchasers of customized products and services to shop online; changes in the laws and regulations, or in the interpretation of laws and regulations, that affect our businesses; our failure to maintain compliance with the covenants in our senior secured revolving credit facility and senior unsecured notes or to pay our debts when due; competitive pressures; general economic conditions; and other factors described in our Form 10-Q for the fiscal quarter ended September 30, 2018 and the other documents we periodically file with the U.S. SEC.

In addition, the statements and projections in this press release represent our expectations and beliefs as of the date of this press release, and subsequent events and developments may cause these expectations, beliefs, and projections to change. We specifically disclaim any obligation to update any forward-looking statements. These forward-looking statements should not be relied upon as representing our expectations or beliefs as of any date subsequent to the date of this press release.