
**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): December 27, 2011

Vistaprint N.V.

(Exact Name of Registrant as Specified in Charter)

The Netherlands
(State or Other Jurisdiction
of Incorporation)

000-51539
(Commission
File Number)

98-0417483
(IRS Employer
Identification No.)

**Hudsonweg 8
Venlo
The Netherlands**
(Address of Principal Executive Offices)

5928 LW
(Zip Code)

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):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement

On December 27, 2011, Vistaprint N.V. and various of its subsidiaries entered into the following agreements (collectively, the “Amendments”) relating to an amendment of the senior Credit Agreement dated as of October 21, 2011 (the “Credit Agreement”) among Vistaprint N.V., as guarantor; Vistaprint Limited, Vistaprint Schweiz GmbH and Vistaprint B.V., three of Vistaprint N.V.’s subsidiaries as borrowers; JPMorgan Chase Bank N.A., as administrative agent (the “Administrative Agent”); the lenders named therein as lenders; HSBC Bank USA, National Association, as syndication agent; RBS Citizens, N.A. as documentation agent; and J.P. Morgan Securities LLC as sole bookrunner and sole lead arranger:

1. Amendment No. 1 to Credit Agreement among Vistaprint N.V., Vistaprint Limited, Vistaprint B.V., Vistaprint Schweiz GmbH, the lenders parties thereto and the Administrative Agent;
2. Joinder Agreement among Vistaprint N.V., Vistaprint Limited and the Administrative Agent; and
3. Borrowing Subsidiary Agreement among Vistaprint Limited, Vistaprint USA, Incorporated and the Administrative Agent.

The Amendments add Vistaprint N.V. and Vistaprint USA, Incorporated as additional borrowers under the Credit Agreement and provide more flexibility to Vistaprint N.V. and its subsidiaries to guaranty each other’s obligations.

This description of the Amendments is not a complete statement of the parties’ rights and obligations under the Amendments and is qualified in its entirety by reference to the full text of the Amendments, which are filed as exhibits to this report and incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets

On December 28, 2011, pursuant to an Agreement and Plan of Merger dated as of December 16, 2011 among Vistaprint N.V.; Vistaprint USA, Incorporated and Woodbridge Acquisition Corporation, which are indirect, wholly owned subsidiaries of Vistaprint N.V.; Webs, Inc.; and Shareholder Representative Services LLC, solely in its capacity as securityholder representative (the “Merger Agreement”), Vistaprint USA acquired all of the outstanding capital stock of Webs, and Woodbridge Acquisition Corporation merged with and into Webs with Webs continuing as the surviving corporation and a wholly owned subsidiary of Vistaprint USA. At the closing, Vistaprint N.V. and Vistaprint USA paid \$101.3 million in cash and \$16.2 million in Vistaprint N.V. restricted shares, with the restricted shares being subject to the continued employment of Webs’ founding stockholders as described in Item 3.02 below. Pursuant to the Merger Agreement, Vistaprint N.V. and Vistaprint USA deposited \$12.75 million of the cash and restricted share consideration paid for Webs securities into an escrow fund to secure certain obligations of the former securityholders of Webs to indemnify Vistaprint in the event of certain breaches of representations and warranties in the Merger Agreement and to pay Vistaprint the amount of any shortfall in Webs’ working capital as of the closing date.

Item 3.02. Unregistered Sales of Equity Securities

As part of the purchase price for the Webs acquisition, on December 28, 2011 Vistaprint awarded to Webs’ three founders – Haroon, Zeki and Idris Mokhtarzada – restricted ordinary shares, par value €0.01 per share, having an aggregate value of \$16.2 million, which constitute inducement awards in

compliance with NASDAQ Marketplace Rule 5635, pursuant to the Vistaprint N.V. 2011 Inducement Share Plan: Haroon Mokhtarzada received 172,972 restricted shares, Zeki Mokhtarzada received 182,509 restricted shares, and Idris Mokhtarzada received 150,862 restricted shares. Vistaprint N.V. issued the restricted shares to the recipients without payment of any additional consideration by the recipients other than their shares of Webs common stock. These restricted share awards vest as to 50% of the shares on December 28, 2012 and as to the remaining shares on December 28, 2013, as long as each recipient continues to be an employee of Vistaprint or one of its subsidiaries on each vesting date, subject to possible accelerated vesting under certain circumstances. In addition, if at any time the unvested restricted shares held by either Haroon Mokhtarzada or Zeki Mokhtarzada are forfeited as a result of a failure to satisfy a vesting condition, then the unvested restricted shares held by the other two recipients will also be forfeited. Pursuant to the Merger Agreement, \$12.75 million of the consideration to be paid at closing, including cash payable to the Webs security holders and 5% of the restricted shares held by each recipient, has been deposited into an escrow fund to secure certain obligations of the former security holders of Webs to indemnify Vistaprint and to pay Vistaprint the amount of any shortfall in Webs' working capital as of the closing date.

Because the offer and sale of the restricted share awards did not involve any form of general solicitation or general advertising and because the three recipients of the awards are accredited investors, the issuance of the restricted shares was exempt from the registration requirements of the Securities Act of 1933 under Rule 506 of Regulation D under such Act.

This description of the restricted share awards granted to Haroon, Zeki and Idris Mokhtarzada is not a complete statement of the parties' rights and obligations under such awards and is qualified in its entirety by reference to the full text of the Vistaprint N.V. 2011 Inducement Share Plan and form of Restricted Share Award Agreement, which are filed as exhibits to this report and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

See the Exhibit Index attached to this report.

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.

Date: December 29, 2011

VISTAPRINT N.V.

By: /s/ Michael C. Greiner

Michael C. Greiner

Vice President and Chief Accounting Officer

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 1 dated as of December 27, 2011 to Credit Agreement dated as of October 21, 2011 among Vistaprint Limited, Vistaprint Schweiz GmbH, Vistaprint B.V., Vistaprint N.V., the lenders named therein, and JPMorgan Chase Bank N.A., as administrative agent
10.2	Joinder Agreement dated as of December 27, 2011 among Vistaprint Limited, Vistaprint N.V., and JPMorgan Chase Bank N.A., as administrative agent
10.3	Borrowing Subsidiary Agreement dated as of December 27, 2011 among Vistaprint Limited, Vistaprint USA, Incorporated, and JPMorgan Chase Bank N.A., as administrative agent
10.4	Vistaprint N.V. 2011 Inducement Share Plan
10.5	Form of Restricted Share Award Agreement under 2011 Inducement Share Plan

AMENDMENT NO. 1

Dated as of December 27, 2011

to

CREDIT AGREEMENT

Dated as of October 21, 2011

THIS AMENDMENT NO. 1 (this "Amendment") is made as of December 27, 2011 by and among Vistaprint Limited (the "Company"), Vistaprint B.V. and Vistaprint Schweiz GmbH (and together with the Company, the "Borrowers"), Vistaprint N.V. (the "Parent"), the Lenders parties hereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"), under that certain Credit Agreement, dated as of October 21, 2011, by and among the Borrowers, the Parent, the Lenders and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement.

WHEREAS, the Parent and the Borrowers have requested that the Lenders and the Administrative Agent agree to certain amendments to the Credit Agreement;

WHEREAS, the Parent, the Borrowers, the Lenders party hereto and the Administrative Agent have agreed to such amendments on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers, the Parent, the Lenders party hereto and the Administrative Agent hereby agree to enter into this Amendment.

1. Amendments to the Credit Agreement. Effective as of the date of satisfaction of the conditions precedent set forth in Section 2 below, the parties hereto agree that the Credit Agreement is hereby amended as follows:

(a) The definition of "Borrower" set forth in Section 1.01 of the Credit Agreement is restated in its entirety as follows:

"Borrower" means the Company, the Parent or any Subsidiary Borrower.

(b) The definition of "Dutch Subsidiary Borrower" set forth in Section 1.01 of the Credit Agreement is deleted in its entirety and replaced by the definition of "Dutch Borrower" as follows:

"Dutch Borrower" means any Borrower that is organized under the laws of the Netherlands.

(c) Section 1.01 of the Credit Agreement is amended to insert a new definition of "Deemed Dividend Problem" therein in the appropriate alphabetical order as follows:

"Deemed Dividend Problem" means, with respect to any Foreign Subsidiary, such Foreign Subsidiary's accumulated and undistributed earnings and profits being deemed to be repatriated to the applicable parent U.S. Loan Party under Section 956 of the Code and the effect of such repatriation causing materially adverse tax consequences to such parent U.S. Loan Party, in each case as determined by the Company in its commercially reasonable judgment acting in good faith and in consultation with its legal and tax advisors.

(d) Section 1.01 of the Credit Agreement is amended to insert a new definition of “U.S. Loan Party” therein in the appropriate alphabetical order as follows:

“U.S. Loan Party” means any Loan Party organized under the laws of the United States of America or any jurisdiction thereof.

(e) Each of Section 2.02(e), Section 9.04(b)(ii)(E) and Section 9.15 of the Credit Agreement is amended to delete the reference to “Dutch Subsidiary Borrower” each time it appears therein and to replace each such reference with a reference to “Dutch Borrower”.

(f) Section 2.18 of the Credit Agreement is amended (i) to delete the reference to “or by a Subsidiary Borrower” in the fifth line thereof and (ii) to delete the reference to “or to a Subsidiary Borrower” in the fourteenth line thereof.

(g) Section 6.01(d) of the Credit Agreement is amended to delete the reference to “Indebtedness” each time it appears therein and to replace each such reference with a reference to “obligations”.

(h) Section 6.03 of the Credit Agreement is amended to insert a new clause (d) therein immediately following clause (c) thereof as follows:

(d) The Parent will not permit any U.S. Loan Party that is a Borrower to have any subsidiary other than a subsidiary organized under the laws of the United States of America or any jurisdiction thereof.

(i) Section 6.04(e) of the Credit Agreement is restated in its entirety as follows:

(e) Guarantees permitted by Section 6.01(d);

(j) Section 6.04(b) of the Credit Agreement is amended to delete the reference to “Loan Party” appearing therein and to replace such reference with a reference to “Subsidiary”.

(k) Section 10.01 of the Credit Agreement is amended to insert a new clause (i) therein immediately following clause (h) thereof as follows:

(i) Notwithstanding anything contained in this Article X to the contrary, no Obligor shall be liable hereunder for any of the Loans made to, or any other Obligation incurred solely by or on behalf of, any U.S. Loan Party to the extent such guaranty by such Obligor would cause a Deemed Dividend Problem.

2. Conditions of Effectiveness. The effectiveness of this Amendment is subject to the conditions precedent that:

(a) the Administrative Agent shall have received counterparts of this Amendment duly executed by the Parent, the Borrowers, each of the Lenders and the Administrative Agent;

(b) the Administrative Agent shall have received counterparts of the Amendment, Consent and Reaffirmation attached as Exhibit A hereto duly executed by the Subsidiary Guarantors;

(c) the Administrative Agent shall have received a Borrowing Subsidiary Agreement duly executed by the Company and Vistaprint USA, Incorporated, in form and substance acceptable to the Administrative Agent (and the parties hereto agree that, upon receipt of such Borrowing Subsidiary Agreement and the satisfaction of the other conditions precedent set forth in this Section 2, Vistaprint USA, Incorporated shall be a Borrower for all purposes under the Credit Agreement);

(d) the Administrative Agent shall have received a joinder agreement to the Credit Agreement duly executed by the Company and the Parent, in form and substance acceptable to the Administrative Agent (and the parties hereto agree that, upon receipt of such joinder agreement and the satisfaction of the other conditions precedent set forth in this Section 2, the Parent shall be a Borrower for all purposes under the Credit Agreement);

(e) the Administrative Agent shall have received such instruments, certificates and documents contemplated by Section 4.03 of the Credit Agreement in respect of Vistaprint USA, Incorporated and the Parent, all in form and substance reasonably acceptable to the Administrative Agent;

(f) the Administrative Agent shall have received from the Company for the account of each Lender that executes and delivers its counterpart hereto as, and by such time, as is requested by the Administrative Agent, a work fee in an amount equal to \$5,000; and

(g) the Administrative Agent shall have received payment and/or reimbursement of the Administrative Agent's and its affiliates fees and expenses (including, to the extent invoiced, fees and expenses of counsels for the Administrative Agent) in connection with this Amendment and the other Loan Documents.

3. Representations and Warranties of the Parent and the Borrowers. Each of the Parent and each Borrower hereby represents and warrants as follows:

(a) This Amendment and the Credit Agreement as amended hereby constitute legal, valid and binding obligations of such Person and are enforceable against such Person in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) As of the date hereof and after giving effect to the terms of this Amendment, (i) no Default or Event of Default shall have occurred and be continuing and (ii) the representations and warranties of the Parent and the Borrowers set forth in the Credit Agreement, as amended hereby, are true and correct in all material respects as of the date hereof.

4. Reference to and Effect on the Credit Agreement and the other Loan Documents.

(a) Upon the effectiveness hereof, each reference to the Credit Agreement in the Credit Agreement or any other Loan Document shall mean and be a reference to the Credit Agreement as amended hereby.

(b) The Credit Agreement, the Loan Documents and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent or the Lenders, nor constitute a waiver of any provision of the Credit Agreement, the Loan Documents or any other documents, instruments and agreements executed and/or delivered in connection therewith.

5. Governing Law. This Amendment shall be construed in accordance with and governed by the law of the State of New York.

6. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

7. Counterparts. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Signatures delivered by facsimile or PDF shall have the same force and effect as manual signatures delivered in person.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

VISTAPRINT LIMITED,
as the Company

By: /s/ Dawn Antoine

Name: Dawn Antoine
Title: Secretary

VISTAPRINT SCHWEIZ GMBH,
as a Borrower

By: /s/ Ernst J. Teunissen

Name: Ernst J. Teunissen
Title: Managing Director

VISTAPRINT B.V.,
as a Borrower

By: /s/ Ernst J. Teunissen

Name: Ernst J. Teunissen
Title: Managing Director

VISTAPRINT N.V.,
as the Parent

By: /s/ Ernst J. Teunissen

Name: Ernst J. Teunissen
Title: Chief Financial Officer and Managing Director

Signature Page to Amendment No. 1 to
Credit Agreement dated as of October 21, 2011
Vistaprint Limited et al

JPMORGAN CHASE BANK, N.A.,
individually as a Lender, as the Swingline Lender, as the Issuing
Bank and as Administrative Agent

By: /s/ Scott McNamara

Name: Scott McNamara

Title: Vice President

HSBC BANK USA, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Manuel Burgueño

Name: Manuel Burgueño

Title: Vice President

RBS CITIZENS, N.A.,
as a Lender

By: /s/ Stephen F. O'Sullivan

Name: Stephen F. O'Sullivan

Title: Senior Vice President

THE HUNTINGTON NATIONAL BANK,
as a Lender

By: /s/ Chad A. Lowe

Name: Chad A. Lowe

Title: Vice President

PNC BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Robert M. Martin

Name: Robert M. Martin

Title: Senior Vice President

Signature Page to Amendment No. 1 to
Credit Agreement dated as of October 21, 2011
Vistaprint Limited et al

SOVEREIGN BANK,
as a Lender

By: /s/ A. Neil Sweeny

Name: A. Neil Sweeny

Title: Senior Vice President

GOLDMAN SACHS BANK USA,
as a Lender

By: /s/ Ashwin Ramakrishna

Name: Ashwin Ramakrishna

Title: Authorized Signatory

Signature Page to Amendment No. 1 to
Credit Agreement dated as of October 21, 2011
Vistaprint Limited et al

JOINDER AGREEMENT

JOINDER AGREEMENT dated as of December 27, 2011, among Vistaprint Limited, a Bermuda company (the “Company”), Vistaprint N.V., a public limited company organized under the laws of the Netherlands, with its statutory seat in Venlo, the Netherlands (the “New Borrower”), and JPMorgan Chase Bank, N.A. as Administrative Agent (the “Administrative Agent”).

Reference is hereby made to the Credit Agreement dated as of October 21, 2011 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Company, the Parent, the Subsidiary Borrowers from time to time party thereto, the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A. as Administrative Agent. Capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement. Under the Credit Agreement, the Lenders have agreed, upon the terms and subject to the conditions therein set forth, to make Loans to certain Borrowers (collectively with the Company, the “Borrowers”), and the Company and the New Borrower desire that the New Borrower become a Borrower. In addition, the New Borrower hereby authorizes the Company to act on its behalf as and to the extent provided for in Article II of the Credit Agreement.

Each of the Company and the New Borrower represents and warrants that the representations and warranties of the Company in the Credit Agreement relating to the New Borrower and this Agreement are true and correct in all material respects on and as of the date hereof, other than representations given as of a particular date, in which case they shall be true and correct in all material respects as of that date. The Company agrees that the Guarantee of the Company contained in the Credit Agreement will apply to the Obligations of the New Borrower in accordance with the terms and conditions of Article X of the Credit Agreement. Upon execution of this Agreement by each of the Company, the New Borrower and the Administrative Agent, the New Borrower shall be a party to the Credit Agreement and shall constitute a “Borrower” for all purposes thereof, and the New Borrower hereby agrees to be bound by all provisions of the Credit Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as of the date first appearing above.

VISTAPRINT LIMITED, as the Company

By: /s/ Dawn Antoine

Name: Dawn Antoine

Title: Secretary

VISTAPRINT N.V., as a Borrower

By: /s/ Ernst J. Teunissen

Name: Ernst J. Teunissen

Title: Chief Financial Officer and Managing Director

Joinder Agreement

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: /s/ Scott McNamara

Name: Scott McNamara

Title: Vice President

Joinder Agreement

BORROWING SUBSIDIARY AGREEMENT

BORROWING SUBSIDIARY AGREEMENT dated as of December 27, 2011, among Vistaprint Limited, a Bermuda company (the “Company”), Vistaprint USA, Incorporated, a Delaware corporation (the “New Borrowing Subsidiary”), and JPMorgan Chase Bank, N.A. as Administrative Agent (the “Administrative Agent”).

Reference is hereby made to the Credit Agreement dated as of October 21, 2011 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Company, the Parent, the Subsidiary Borrowers from time to time party thereto, the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A. as Administrative Agent. Capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement. Under the Credit Agreement, the Lenders have agreed, upon the terms and subject to the conditions therein set forth, to make Loans to certain Subsidiary Borrowers (collectively with the Company, the “Borrowers”), and the Company and the New Borrowing Subsidiary desire that the New Borrowing Subsidiary become a Subsidiary Borrower. In addition, the New Borrowing Subsidiary hereby authorizes the Company to act on its behalf as and to the extent provided for in Article II of the Credit Agreement.

Each of the Company and the New Borrowing Subsidiary represents and warrants that the representations and warranties of the Company in the Credit Agreement relating to the New Borrowing Subsidiary and this Agreement are true and correct in all material respects on and as of the date hereof, other than representations given as of a particular date, in which case they shall be true and correct in all material respects as of that date. The Company agrees that the Guarantee of the Company contained in the Credit Agreement will apply to the Obligations of the New Borrowing Subsidiary in accordance with the terms and conditions of Article X of the Credit Agreement. Upon execution of this Agreement by each of the Company, the New Borrowing Subsidiary and the Administrative Agent, the New Borrowing Subsidiary shall be a party to the Credit Agreement and shall constitute a “Subsidiary Borrower” for all purposes thereof, and the New Borrowing Subsidiary hereby agrees to be bound by all provisions of the Credit Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as of the date first appearing above.

VISTAPRINT LIMITED, as the Company

By: /s/ Dawn Antoine

Name: Dawn Antoine

Title: Secretary

VISTAPRINT USA, INCORPORATED, as a Borrower

By: /s/ Wendy Cebula

Name: Wendy Cebula

Title: Chief Operating Officer and Treasurer

Borrowing Subsidiary Agreement

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: /s/ Scott McNamara

Name: Scott McNamara

Title: Vice President

Borrowing Subsidiary Agreement

VISTAPRINT N.V.

2011 INDUCEMENT SHARE PLAN

SECTION 1. GENERAL PURPOSE OF THE PLAN; DEFINITIONS

The name of the plan is the Vistaprint N.V. 2011 Inducement Share Plan (the “Plan”). The purpose of the Plan is to enable Vistaprint N.V., a public limited company (*naamloze vennootschap*) incorporated under the laws of the Netherlands (the “Company”), and its Subsidiaries to grant equity awards to induce highly-qualified prospective officers and employees who are not currently employed by the Company and its Subsidiaries to accept employment and to provide them with a proprietary interest in the Company. The Company intends that the Plan be reserved for persons to whom the Company may issue securities without shareholder approval as an inducement pursuant to Rule 5635(c)(4) of the Marketplace Rules of the Nasdaq Stock Market, Inc.

The following terms are defined as set forth below:

“*Administrator*” means either the Board or the compensation committee of the Board or a similar committee performing the functions of the compensation committee that comprises no fewer than two directors who are independent and not employees of the Company or any Subsidiary.

“*Award*” or “*Awards*” means a restricted share award made under the Plan entitling the recipient to acquire, at such purchase price (which may be zero) as determined by the Administrator, Shares subject to such restrictions and conditions as the Administrator may determine at the time of grant.

“*Award Agreement*” means a written or electronic document setting forth the terms and provisions applicable to an Award granted under the Plan. Each Award Agreement is subject to the terms and conditions of the Plan.

“*Board*” means the Company’s Management Board and/or Supervisory Board, as may be permitted by applicable law in any particular instance.

“*Change in Control Event*” means (i) the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934) (a “Person”) of beneficial ownership of any capital shares or equity of the Company if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 promulgated under the Securities Exchange Act of 1934) 50 percent or more of either (x) the then-outstanding Shares (the “Outstanding Company Ordinary Shares”) or (y) the combined voting power of the then-outstanding securities of the Company entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided, however, that for purposes of this subsection (i), the following acquisitions do not constitute a Change in Control Event: (A) any acquisition directly from the Company (excluding an acquisition pursuant to the exercise, conversion or exchange of any security exercisable for, convertible into or exchangeable for Shares or voting securities of the Company, unless the Person exercising, converting or exchanging such security acquired such security directly from the Company or an underwriter or agent of the Company), (B) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or (C) any acquisition by any corporation pursuant to a Business Combination (as defined below) that complies with clauses (x) and (y) of subsection (ii) of this definition; or (ii) the consummation of a merger, consolidation, reorganization, recapitalization or share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company (a “Business Combination”), unless, immediately following such Business Combination, each of the following two conditions is satisfied: (x) all or substantially all of

the individuals and entities who were the beneficial owners of the Outstanding Company Ordinary Shares and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50 percent of the then-outstanding ordinary shares and the combined voting power of the then-outstanding securities entitled to vote generally in the election of directors, respectively, of the resulting or acquiring corporation in such Business Combination (which includes, without limitation, a corporation that as a result of such transaction owns the Company or substantially all of the Company's assets either directly or through one or more subsidiaries) (such resulting or acquiring corporation is referred to herein as the "Acquiring Corporation") in substantially the same proportions as their ownership of the Outstanding Company Ordinary Shares and Outstanding Company Voting Securities, respectively, immediately prior to such Business Combination and (y) no Person (excluding the Acquiring Corporation or any employee benefit plan (or related trust) maintained or sponsored by the Company or by the Acquiring Corporation) beneficially owns, directly or indirectly, 30% or more of the then-outstanding ordinary shares of the Acquiring Corporation, or of the combined voting power of the then-outstanding securities of such corporation entitled to vote generally in the election of directors (except to the extent that such ownership existed prior to the Business Combination).

"*Reorganization Event*" means (i) any merger or consolidation of the Company with or into another entity as a result of which the Shares are converted into or exchanged for the right to receive cash, securities or other property; or (ii) any exchange of shares of the Company for cash, securities or other property pursuant to a share exchange transaction.

"*Shares*" means the Company's ordinary shares, par value €0.01 per share, of the Company, subject to adjustments pursuant to Section 3.

"*Subsidiary*" means any corporation or other entity (other than the Company) in which the Company has at least a 50 percent interest, either directly or indirectly.

SECTION 2. ADMINISTRATION OF PLAN; ADMINISTRATOR AUTHORITY TO SELECT GRANTEES AND DETERMINE AWARDS

(a) Administration of Plan. The Administrator shall administer the Plan.

(b) Powers of Administrator. The Administrator has the power and authority to grant Awards consistent with the terms of the Plan, including the power and authority: (i) to select the individuals to whom Awards may from time to time be granted; (ii) to determine the time or times of grant, and the extent, of Awards, granted to any one or more grantees; (iii) to determine the number of Shares to be covered by any Award; (iv) to determine and modify from time to time the terms and conditions, including restrictions, not inconsistent with the terms of the Plan, of any Award, which terms and conditions may differ among individual Awards and grantees, and to approve the forms of Award Agreements; (v) to accelerate at any time the vesting of all or any portion of any Award; (vi) at any time to adopt, alter and repeal such rules, guidelines and practices for administration of the Plan and for its own acts and proceedings as it deems advisable; (vii) to interpret the terms and provisions of the Plan and any Award (including related written instruments); (viii) to make all determinations it deems advisable for the administration of the Plan; (ix) to decide all disputes arising in connection with the Plan; and (x) to otherwise supervise the administration of the Plan.

All decisions and interpretations of the Administrator are binding on all persons, including the Company and Plan grantees.

(c) Award Agreement. Awards under the Plan shall be evidenced by Award Agreements that set forth the terms, conditions and limitations for each Award which may include, without limitation, the term of an Award and the provisions applicable if employment or service terminates.

(d) Indemnification. Neither the Board nor the Administrator, nor any member of either or any delegate thereof, is liable for any act, omission, interpretation, construction or determination made in good faith in connection with the Plan, and the members of the Board and the Administrator (and any delegate thereof) are entitled in all cases to indemnification and reimbursement by the Company in respect of any claim, loss, damage or expense (including, without limitation, reasonable attorneys' fees) arising or resulting therefrom to the fullest extent permitted by law and/or under the Company's articles or bylaws or any directors' and officers' liability insurance coverage that may be in effect from time to time and/or any indemnification agreement between such individual and the Company.

SECTION 3. SHARES ISSUABLE UNDER THE PLAN; CHANGES IN SHARES; REORGANIZATION AND CHANGE IN CONTROL EVENTS

(a) Shares Issuable. The maximum number of Shares reserved and available for issuance under the Plan is the number of Shares underlying Awards that are granted to eligible grantees pursuant to the terms of the Agreement and Plan of Merger expected to be entered into on or about December 16, 2011, among the Company, Vistaprint USA, Incorporated, Woodbridge Acquisition Corporation, Webs, Inc. and Shareholder Representative Services LLC, subject to adjustment as provided in this Section 3. For purposes of this limitation, the Shares underlying any Awards that are forfeited, canceled or otherwise terminated are not added back to the Shares available for issuance under the Plan. If the Company repurchases Shares on the open market, such Shares are not added to the Shares available for issuance under the Plan. The Shares available for issuance under the Plan may be authorized but unissued Shares or Shares reacquired by the Company.

(b) Changes in Shares. Subject to Section 3(c) hereof, if, as a result of any reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other similar change in the Company's capital stock, the outstanding Shares are increased or decreased or are exchanged for a different number or kind of shares or other securities of the Company, or additional shares or new or different shares or other securities of the Company or other non-cash assets are distributed with respect to such Shares or other securities, or, if, as a result of any merger or consolidation, sale of all or substantially all of the assets of the Company, the outstanding Shares are converted into or exchanged for securities of the Company or any successor entity (or a parent or subsidiary thereof), the Administrator shall make an appropriate or proportionate adjustment in (i) the maximum number of Shares reserved for issuance under the Plan and (ii) the number and kind of shares or other securities subject to any then outstanding Awards under the Plan. The Administrator shall also make equitable or proportionate adjustments in the number of shares subject to outstanding Awards and the terms of outstanding Awards to take into consideration cash dividends paid other than in the ordinary course or any other extraordinary corporate event. The adjustment by the Administrator is final, binding and conclusive. No fractional Shares shall be issued under the Plan resulting from any such adjustment, but the Administrator in its discretion may make a cash payment in lieu of fractional shares.

(c) Reorganization and Change in Control Events. Except as the Administrator may otherwise specify with respect to particular Awards in the relevant Award Agreement:

(i) Reorganization Event that is not a Change in Control Event. Upon the occurrence of a Reorganization Event that is not a Change in Control Event, the risk of forfeiture, the repurchase and other rights of the Company under each outstanding Award inure to the benefit of the Company's successor and apply to the cash, securities or other property into which Shares were converted or exchanged pursuant to such Reorganization Event in the same manner and to the same extent as they applied to the Shares subject to such Award.

(ii) Change in Control Event. In the case of and subject to the consummation of a Change in Control Event (regardless of whether such event also constitutes a Reorganization Event), the parties thereto shall cause the assumption or continuation of Awards theretofore granted by the successor entity, or the substitution of such Awards with new Awards of the successor entity or parent thereof, with appropriate adjustment as to the number and kind of shares, as such parties agree.

SECTION 4. ELIGIBILITY

Grantees under the Plan will only be such full- or part-time officers and other employees (including prospective employees) to whom the Company may issue securities without shareholder approval in accordance with Rule 5635(c)(4) of the Marketplace Rules of the Nasdaq Stock Market, Inc. as are selected from time to time by the Administrator in its sole discretion.

SECTION 5. RESTRICTED SHARE AWARDS

(a) Nature of Awards. The Administrator shall determine the restrictions and conditions applicable to each Award at the time of grant. Conditions may be based on continuing employment (or other service relationship) and/or achievement of pre-established performance goals and/or other objectives. The Administrator shall determine the terms and conditions of each such Award Agreement, and such terms and conditions may differ among individual Awards and grantees.

(b) Rights as a Shareholder. Upon the grant of the Award and payment of any applicable purchase price, a grantee has the rights of a shareholder with respect to the voting of the unvested Shares subject to the Award (the "Restricted Shares"), subject to such conditions contained in the Award Agreement.

SECTION 6. AMENDMENTS AND TERMINATION

The Board may, at any time, amend or discontinue the Plan and the Administrator may, at any time, amend or cancel any outstanding Award for the purpose of satisfying changes in law or for any other lawful purpose, but no such action shall adversely affect rights under any outstanding Award without the holder's consent. Nothing in this Section 6 limits the Administrator's authority to take any action permitted pursuant to Section 3(b) or 3(c).

SECTION 7. GENERAL PROVISIONS

(a) Delivery of Shares. Uncertificated Shares are deemed delivered for all purposes when the Company or a transfer agent of the Company has given to the grantee by electronic mail (with proof of receipt) or by United States mail, addressed to the grantee, at the grantee's last known address on file with the Company, notice of issuance and recorded the issuance in its records (which may include electronic "book entry" records). The Company may impose restrictions applicable to the Shares with the Company's transfer agent. In addition to the terms and conditions provided herein, the Company may require that an individual make such reasonable covenants, agreements, and representations as the Company, in its discretion, deems necessary or advisable in order to comply with any such laws, regulations, or requirements.

(b) Shareholder Rights. Until Shares are deemed delivered in accordance with Section 7(a), no right to vote or receive dividends or any other rights of a shareholder will exist with respect to Shares to be issued in connection with an Award, notwithstanding any other action by the grantee with respect to an Award.

(c) Other Compensation Arrangements; No Employment Rights. Nothing contained in this Plan prevents the Board from adopting other or additional compensation arrangements, including trusts, and such arrangements may be either generally applicable or applicable only in specific cases. The adoption of this Plan and the grant of Awards do not confer upon any employee any right to continued employment with the Company or any Subsidiary.

(d) Trading Policy Restrictions. Awards are subject to the Company's insider trading policies and procedures.

SECTION 8. EFFECTIVE DATE OF PLAN

This Plan becomes effective upon approval by the Administrator. No Awards may be made hereunder after the tenth anniversary of such date.

SECTION 9. GOVERNING LAW

This Plan and all Awards and actions taken thereunder are be governed by, and construed in accordance with, the laws of the Netherlands, applied without regard to conflict of law principles.

DATE APPROVED BY THE ADMINISTRATOR:

December 15, 2011

FORM OF
RESTRICTED SHARE AWARD AGREEMENT
UNDER THE VISTAPRINT N.V.
2011 INDUCEMENT SHARE PLAN

Name of Grantee: _____

No. of Shares: _____

Grant Date: December 28, 2011

Pursuant to the Vistaprint N.V. 2011 Inducement Share Plan (the "Plan"), Vistaprint N.V., a public limited company (naamloze vennootschap) incorporated under the laws of the Netherlands (the "Company"), hereby transfers to the Grantee named above the number of ordinary shares, par value €0.01 per share (the "Shares") of the Company specified above in accordance with Section 2:86c of the Dutch Civil Code, subject to the restrictions and conditions set forth herein and in the Plan (the "Award"), and the Grantee accepts the Shares transferred in accordance with this Award Agreement. This Award is intended to be an award of Shares described in Rule 5635(c)(4) of the Marketplace Rules of the NASDAQ Stock Market, Inc. and is being made to the Grantee as an inducement material to the Grantee's entering into employment with the Company or its Subsidiary.

In addition, the Company, Shareholder Representative Services LLC, as Securityholder Representative, and JPMorgan Chase Bank, National Association have entered into an Escrow Agreement dated December 28, 2011 (the "Escrow Agreement"), pursuant to which [] of the Shares granted to the Grantee (the "Escrow Shares") will be held in escrow to secure the Grantee's indemnification obligations under the Agreement and Plan of Merger dated December 16, 2011, among the Company, Vistaprint USA, Incorporated, Woodbridge Acquisition Corporation, Webs, Inc. and Shareholder Representative Services LLC.

1. Award. The Grantee shall hold the Restricted Shares and shall be entered as the shareholder of record on the books of the Company, except that JPMorgan Chase Bank, National Association, as escrow agent, shall hold the Escrow Shares in its own name for the benefit of the Grantee. The Grantee has all the rights of a shareholder with respect to such Shares, including voting and dividend rights, subject, however, to the restrictions and conditions specified in Section 2 below. The Grantee shall deliver to the Company a stock power endorsed in blank in the form set forth on Exhibit A hereto and shall sign all other instruments and documents and take all actions that the Company may deem necessary or desirable in order to transfer the Shares to the Company as set forth in Section 4 below or pursuant to the Escrow Agreement.

2. Restrictions and Conditions.

(a) The book entries for the Restricted Shares granted herein shall contain appropriate restrictions, as determined by the Company in its sole discretion, to the effect that such Shares are subject to restrictions as set forth herein and in the Plan.

(b) The Grantee shall not sell, assign, transfer, pledge or otherwise encumber or dispose of the Restricted Shares granted herein prior to vesting. The Restricted Shares shall not be subject, in whole or in part, to attachment, execution or levy of any kind (other than pursuant to the Escrow Agreement), and any purported transfer in violation hereof shall be null and void.

3. Vesting of Restricted Shares.

(a) Subject to Section 4, below, the restrictions and conditions in Section 2 of this Agreement lapse on the vesting date or dates specified in the following schedule so long as the Grantee remains an employee of the Company or a Subsidiary or any affiliate of the Company on such dates. If a series of vesting dates is specified, then the restrictions and conditions in Section 2 lapse only with respect to the number of Restricted Shares specified as vested on such date.

<u>Incremental Number of Shares Vested</u>	<u>Vesting Date</u>
(50%)	12/28/2012
(100%)	12/28/2013

Subsequent to such vesting date or dates, the Shares on which all restrictions and conditions have lapsed are no longer deemed Restricted Shares. The Administrator may at any time accelerate the vesting schedule specified in this Section 3. For clarity, vesting shall be credited on a pro rata basis on each vesting date between the Escrow Shares and the Shares that are not subject to the Escrow.

(b) Notwithstanding anything to the contrary herein, the Escrow Shares may remain subject to the restrictions and the Company's rights set forth in the Escrow Agreement after the Escrow Shares vest under Sections 3 or 4 of this Agreement, and this Agreement does not supersede the Escrow Agreement with respect to the Escrow Shares. The Grantee shall not sell, assign, transfer, pledge or otherwise encumber or dispose of the Escrow Shares prior to their release from the restrictions of the Escrow Agreement, and the book entries for the Escrow Shares may contain appropriate restrictions, as determined by the Company in its sole discretion, to the effect that such Shares are subject to restrictions as set forth in the Escrow Agreement.

4. Termination of Employment.

(a) Except as otherwise provided in this Section 4, if the Grantee's employment with the Company and its Subsidiaries or affiliates is voluntarily or involuntarily terminated for any reason prior to vesting of Restricted Shares granted herein, the Grantee shall immediately transfer the portion of the Restricted Shares that have not vested as of the effective date of such termination of employment to the Company without payment of consideration therefor and without any requirement of notice to the Grantee or other action by or on behalf of the Company.

(b) Notwithstanding the foregoing, if the Grantee's employment with the Company or its Subsidiaries or affiliates (i) is terminated by the Company or its Subsidiaries or

affiliates without "Cause" (as defined below), (ii) is terminated by the Grantee for "Good Reason" (as defined below), or (ii) terminates due to the Grantee's death or disability (within the meaning of Section 422(c) of the United States Internal Revenue Code of 1986), then all Restricted Shares immediately vest and all restrictions lapse with respect to any Restricted Shares that have not vested in accordance with Section 3 above as of the date the Grantee's employment terminates.

(i) For purposes of this Agreement, "Cause" means a dismissal as a result of (A) conduct by the Grantee constituting a material act of misconduct in connection with the performance of the Grantee's duties to the Company and/or its Subsidiaries or affiliates, including, without limitation, misappropriation of funds or property of the Company or any of its Subsidiaries or affiliates other than the occasional, customary and de minimis use of Company property for personal purposes; (B) the commission by the Grantee of any felony or any conduct by the Grantee that would reasonably be expected to result in material injury or reputational harm to the Company or any of its Subsidiaries and affiliates if the Grantee were retained in his position; (C) continued non-performance by the Grantee of the Grantee's duties hereunder (other than by reason of the Grantee's physical or mental illness, incapacity or disability) which has continued for more than 30 days following written notice of such non-performance from person or persons to whom the Grantee reports (and, for clarity, non-performance of duties does not include work that is actually performed but which is considered to be poor or unsatisfactory); (D) any material breach by the Grantee of any material agreement between the Grantee and the Company or any of its Subsidiaries or affiliates; or (E) a material violation by the Grantee of the Company's or its Subsidiary's or affiliate's material written corporate or employment policies. The Grantee's employment is deemed to have been terminated for Cause if the Company determines within 30 days after the Grantee's termination of employment that discharge for Cause was warranted.

(ii) For purposes of this Agreement, "Good Reason" means (A) any material diminution in the Grantee's duties, authority or responsibilities, (B) any material reduction in base compensation payable to the Grantee, or (C) the relocation of the place of business at which the Grantee is principally located to a location that is greater than 50 miles from the current site without the Grantee's consent. However, no such event or condition constitutes Good Reason unless (x) the Grantee gives the Company a written notice of termination for Good Reason not more than 90 days after the initial existence of the condition, (y) the grounds for termination (if susceptible to correction) are not corrected by the Company within 30 days of its receipt of such notice and (z) the Grantee's termination of employment occurs within six months after the Company's receipt of such notice.

(c) Further, if either Haroon Mokharzada or Zeki Mokharzada forfeits or is required to transfer to the Company any restricted shares granted under the Plan prior to vesting as a result of a failure to satisfy a vesting condition (and other than pursuant to the Escrow Agreement), then the Grantee shall immediately transfer all Restricted Shares to the Company without payment of consideration therefor and without any requirement of notice to the Grantee or other action by or on behalf of the Company.

(d) For purposes of the Award, the following events are not deemed a termination of employment: (1) a transfer to the employment of the Company from a Subsidiary

or affiliate of the Company or from the Company to a Subsidiary or affiliate, or from one Subsidiary or affiliate of the Company to another; or (2) an approved leave of absence for military service or sickness, or for any other purpose approved by the Company, if the employee's right to re-employment is guaranteed either by a statute or by contract or under the policy pursuant to which the leave of absence was granted or if the Administrator otherwise so provides in writing.

(e) The Administrator's determination of the reason for termination of the Grantee's employment is conclusive and binding on the Grantee and his or her representatives or legatees.

5. Investment Representations.

(a) Purchase Entirely for Own Account. The Grantee hereby confirms, that the Shares to be acquired by the Grantee will be acquired for investment for the Grantee's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Grantee has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Grantee further represents that the Grantee does not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the Shares.

(b) Disclosure of Information. The Grantee has had an opportunity to discuss the Company's business, management, financial affairs and the terms and conditions of the offering of the Shares with the Company's management.

(c) Restricted Securities. The Grantee understands that the Shares have not been, and will not be, registered under the Securities Act of 1933, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Grantee's representations as expressed herein. The Grantee understands that the Shares are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Grantee must hold the Shares indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Grantee acknowledges that the Company has no obligation to register or qualify the Shares for resale. The Grantee further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Shares, and on requirements relating to the Company which are outside of the Grantee's control, and which the Company is under no obligation and may not be able to satisfy.

(d) No General Solicitation. Neither the Grantee, nor any of its agents or partners has either directly or indirectly, including through a broker or finder (i) engaged in any general solicitation, or (ii) published any advertisement in connection with the offer and sale of the Shares.

(e) Accredited Investor. The Grantee is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933.

(f) Residence. The Grantee resides in the State of Maryland.

6. Dividends. If at any time the Company declares and pays any dividends, the Company shall pay such dividends on Restricted Shares to the Grantee at the same time as the Company pays dividends to its other shareholders.

7. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Award is subject to and governed by all the terms and conditions of the Plan, including the powers of the Administrator set forth in Section 2(b) of the Plan. Capitalized terms in this Agreement have the meaning specified in the Plan, unless a different meaning is specified herein.

8. Transferability. This Agreement is personal to the Grantee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution.

9. Tax Withholding. The Grantee shall, not later than the date as of which the receipt of this Award becomes a taxable event for Federal income tax purposes, pay to the Company or make arrangements satisfactory to the Company for payment of any Federal, state, and local taxes required by law to be withheld on account of such taxable event. Except in the case where an election is made pursuant to Section 10 below, the Company has the authority to cause the required minimum tax withholding obligation to be satisfied, in whole or in part, by withholding a number of Shares with an aggregate fair market value that would satisfy the minimum withholding amount due. The Company shall determine in good faith the fair market value of the Shares on any given date, with reference to the share price of the Shares on any national securities exchange on which the Shares are then listed, if applicable.

10. Election Under Section 83(b). The Grantee and the Company agree that the Grantee may, within 30 days following the Grant Date of this Award, file with the Internal Revenue Service an election under Section 83(b) of the United States Internal Revenue Code of 1986. If the Grantee makes such an election, he or she agrees to provide a copy of the election to the Company. The Grantee acknowledges that he or she is responsible for obtaining the advice of his or her tax advisors with regard to the Section 83(b) election and that he or she is relying solely on such advisors and not on any statements or representations of the Company or any of its agents with regard to such election.

11. No Obligation to Continue Employment. Neither the Company nor any Subsidiary or affiliate is obligated by or as a result of the Plan or this Agreement to continue the Grantee in employment, and neither the Plan nor this Agreement interferes in any way with the right of the Company or any Subsidiary or affiliate to terminate the employment of the Grantee at any time.

12. Integration. This Agreement and the Plan constitute the entire agreement between the parties with respect to this Award and supersede all prior agreements and discussions between the parties concerning such subject matter.

13. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Grantee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

VISTAPRINT N.V.

By: _____
Name: Wendy Cebula

Title: Member of the Management Board

[SIGNATURE PAGE TO RESTRICTED SHARE AWARD AGREEMENT]

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned.

Dated: _____

Grantee's Signature

Grantee's name and address:

[SIGNATURE PAGE TO RESTRICTED SHARE AWARD AGREEMENT]

Exhibit A

Power of Attorney

dated 2011

THE UNDERSIGNED:

first name(s): _____

surname: _____

date of birth: _____

place of birth: _____

WHEREAS:

- (A) on or about the date of this power of attorney the undersigned (the “**Grantee**”) and the public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands Vistaprint N.V. (“**Vistaprint**”) entered into a restricted share award agreement under the Vistaprint N.V. 2011 inducement share plan (the “**Agreement**”), a copy of which Agreement is listed hereto as Annex 1;
- (B) pursuant to Section 4 of the Agreement and except as otherwise provided in Section 4 of the Agreement, if the Grantee’s employment with Vistaprint and/or its Subsidiaries is voluntarily or involuntarily terminated for any reason prior to vesting of Restricted Shares (as defined in the Agreement) granted in the Agreement, all Restricted Shares, held by the Grantee from time to time, must be transferred back to Vistaprint without payment of any consideration therefore,

HEREBY GRANTS AN IRREVOCABLE POWER OF ATTORNEY TO:

Vistaprint to effectuate a transfer on behalf of the Grantee to Vistaprint of any of the Restricted Shares, if and when the Grantee is obliged to transfer any of the Restricted Shares back to Vistaprint under the Agreement.

This power of attorney is irrevocable.

This power of attorney can also be exercised and is valid even if there is a conflict or potential conflict of interest within the meaning of section 3:68 of the Netherlands Civil Code (*Selbsteintritt*).

This power of attorney is governed by and is to be construed in all respects in accordance with the laws of the Netherlands.

By:

ANNEX 1

Restricted share award agreement under the Vistaprint N.V. 2011 inducement share plan

(2)