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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 4)*

CIMPRESS PLC

(Name of Issuer)

Ordinary Shares, €0.01 nominal value per share

(Title of Class of Securities)

G2143T 10 3

(CUSIP Number)

Prescott General Partners LLC

2200 Butts Road, Suite 320

Boca Raton, FL 33431

(561) 314-0800

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

November 7, 2024

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (entities only)	
	Prescott General Partners LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS):	
	OO (Funds of Managed Accounts)	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E)	
	Not Applicable	
6	CITIZEN OR PLACE OF ORGANIZATION	
	Delaware	
	7	SOLE VOTING POWER
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	0	
	8	SHARED VOTING POWER
	3,612,560	
	9	SOLE DISPOSITIVE POWER
	0	
	10	SHARED DISPOSITIVE POWER
	3,612,560	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	3,612,560	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	
	Not Applicable	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	14.4%	
14	TYPE OF REPORTING PERSON	
	OO	

1	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (entities only)	
	Prescott Associates L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS):	
	WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E)	
	Not Applicable	
6	CITIZEN OR PLACE OF ORGANIZATION	
	New York	
	7	SOLE VOTING POWER
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	0	
	8	SHARED VOTING POWER
	2,636,492	
	9	SOLE DISPOSITIVE POWER
	0	
	10	SHARED DISPOSITIVE POWER
	2,636,492	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	2,636,492	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	
	Not Applicable	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	10.5%	
14	TYPE OF REPORTING PERSON	
	PN	

1	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (entities only)	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
Prescott Investors Profit Sharing Trust		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS):	
WC		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E)	
Not Applicable		
6	CITIZEN OR PLACE OF ORGANIZATION	
Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	116,442	
	8	SHARED VOTING POWER
	0	
9	SOLE DISPOSITIVE POWER	
116,442		
10	SHARED DISPOSITIVE POWER	
0		
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
116,442		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	
Not Applicable		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
0.5%		
14	TYPE OF REPORTING PERSON	
EP		

1	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (entities only)	
	Thomas W. Smith	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS):	
	PF and OO (Funds of Managed Accounts)	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E)	
	Not Applicable	
6	CITIZEN OR PLACE OF ORGANIZATION	
	United States	
	7	SOLE VOTING POWER
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		1,491,679
	8	SHARED VOTING POWER
		114,400
	9	SOLE DISPOSITIVE POWER
		1,491,679
	10	SHARED DISPOSITIVE POWER
		114,400
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	1,606,079	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	
	Not Applicable	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	6.4%	
14	TYPE OF REPORTING PERSON	
	IN	

1	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (entities only)	
	Scott J. Vassalluzzo	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS):	
	PF and OO (Funds of Managed Accounts)	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E)	
	Not Applicable	
6	CITIZEN OR PLACE OF ORGANIZATION	
	United States	
	7	SOLE VOTING POWER
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		75,653¹
	8	SHARED VOTING POWER
		0
	9	SOLE DISPOSITIVE POWER
		75,653¹
	10	SHARED DISPOSITIVE POWER
		1,958
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
		77,611¹
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	
	Not Applicable	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
		0.3%
14	TYPE OF REPORTING PERSON	
	IN	

¹ Includes 5,289 unexercised share options granted to Mr. Vassalluzzo under the Issuer's 2005 Non-Employee Directors' Share Option Plan.

Explanatory Note:

The following constitutes Amendment No. 4 (the "Amendment") to the joint filing on Schedule 13D by Prescott General Partners LLC ("PGP"), Prescott Associates L.P. ("Prescott Associates"), Thomas W. Smith and Scott J. Vassalluzzo originally filed with the Securities and Exchange Commission (the "SEC") on January 22, 2015, as amended by Amendment No. 1 filed with the SEC on February 17, 2016 by PGP, Prescott Associates, Thomas W. Smith and Scott J. Vassalluzzo, Amendment No. 2 filed with the SEC on November 7, 2019 by PGP, Prescott Associates, the Prescott Investors Profit Sharing Trust ("PIPS"), Thomas W. Smith and Scott J. Vassalluzzo, and Amendment No. 3 filed with the SEC on November 15, 2019 by PGP, Prescott Associates, PIPS, Thomas W. Smith and Scott J. Vassalluzzo (as amended, the "Schedule 13D"). Unless otherwise indicated, all capitalized terms used herein shall have the meanings given to them in the Schedule 13D, and unless amended or supplemented hereby, all information previously filed remains in effect.

Item 1. Security and Issuer

Item 1 of the Schedule 13D is hereby amended and restated in its entirety as follows:

This statement relates to the ordinary shares, €0.01 nominal value per share ("Ordinary Shares"), of Cimpress plc, a public limited company organized under the laws of Ireland (the "Issuer") whose principal executive offices are located at First Floor Building 3, Finnabair Business and Technology Park, A91 XR61, Dundalk, Co. Louth, Ireland.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 of the Schedule 13D is hereby amended and restated in its entirety as follows:

"In order to fund the purchase of the Ordinary Shares reported herein, the Managed Accounts (as hereinafter defined) contributed in the aggregate \$130,902,052 of the funds of the Managed Accounts (including \$89,058,520 contributed by Prescott Associates), Mr. Vassalluzzo contributed \$6,015,675 of his personal funds and Mr. Smith contributed \$49,426,629 of his personal funds.

The Ordinary Shares reported as beneficially owned by Mr. Vassalluzzo include the following Ordinary Shares and share options received by him for his service as a director of the Issuer: (i) 2,855 Ordinary Shares granted in the form of restricted share units received pursuant to the Issuer's 2011 Equity Incentive Plan (the "2011 Plan") and 2020 Equity Incentive Plan (the "2020 Plan"), and (ii) 5,298 unexercised share options received pursuant to the Issuer's 2005 Non-Employee Directors' Share Option Plan (the "Option Plan")."

Item 4. Purpose of Transaction

Item 4 of the Schedule 13D is hereby amended and restated in its entirety as follows:

“As described more fully in Item 5 below, as general partner of the Partnerships, PGP may be deemed to beneficially own 3,612,560 Ordinary Shares held by the Partnerships. PIPS may be deemed to beneficially own 116,442 Ordinary Shares held on behalf of the employee profit-sharing plan participants. Messrs. Smith and Vassalluzzo may be deemed to beneficially own 129,400 and 1,958 Ordinary Shares, respectively, in their capacities as investment managers for several managed accounts, which consist of investment accounts for: (i) a private charitable foundation established by Mr. Smith and for which Mr. Smith acts as trustee, and (ii) certain family members of Mr. Vassalluzzo and certain individual accounts managed by Mr. Smith. The Partnerships, PIPS and the managed accounts are referred to collectively herein as the “Managed Accounts”. The 3,860,360 Ordinary Shares owned by the Managed Accounts (the “Managed Account Shares”) were acquired by the Reporting Persons on behalf of the Managed Accounts for the purpose of achieving the investment goals of the Managed Accounts.

Mr. Vassalluzzo currently serves as a director of the Issuer and may be deemed to beneficially own 75,653 Ordinary Shares for his own account, including 67,500 Ordinary Shares acquired for investment purposes, 1,905 Ordinary Shares received under the 2011 Plan, 950 Ordinary Shares received under the 2020 Plan and 5,298 unexercised share options received under the Option Plan.

Mr. Smith may be deemed to beneficially own 1,476,679 shares held by Ridgeview Smith Investments LLC, a limited liability company established by Mr. Smith, the sole member of which is a revocable trust established by Mr. Smith for the benefit of his family (the “Ridgeview Shares”). Mr. Smith acquired the Ridgeview Shares for investment purposes.

On November 7, 2024, PGP, in its capacity as general partner of the Partnerships, and PIPS entered into a purchase agreement with the Issuer (the “Purchase Agreement”) pursuant to which the Partnerships and PIPS sold an aggregate of 316,056 Ordinary Shares to the Issuer at a price of \$79.10 per share, which sales were treated as a redemption under the articles of association of the Issuer. A copy of the Purchase Agreement is filed as Exhibit 6 and the foregoing summary is qualified in its entirety by reference to the Purchase Agreement.

Depending upon market conditions, the availability of funds, an evaluation of alternative investments, and such other factors as may be considered relevant, each of the Reporting Persons may purchase or sell ordinary shares if deemed appropriate and opportunities to do so are available, in each case, on such terms and at such times as such Reporting Person considers desirable. The Reporting Persons may talk or hold discussions with various parties, including, but not limited to, the Issuer’s management, its board of directors, and other shareholders and third parties, for the purpose of developing and implementing strategies to maximize shareholder value, including strategies that may, in the future, result in the occurrence of one or more of the actions or events enumerated in clauses (a) through (j) of Item 4 of Schedule 13D.

Subject to the foregoing, none of the Reporting Persons has any present plan or proposal which relates to or would result in any of the actions or events enumerated in clauses (a) through (j) of Item 4 of Schedule 13D. In addition, each Reporting Person disclaims any obligation to report any plan or proposal known to such Reporting Person solely as a result of Mr. Vassalluzzo’s position as a member of the Issuer’s Board of Directors and his participation in such capacity in decisions involving an action or event described in clauses (a) through (j) in Item 4 of Schedule 13D.”

Item 5. Interest in Securities of the Issuer

Paragraphs (a), (b) and (c) of Item 5 of the Schedule 13D are hereby amended and restated as follows:

(a) Based on information included in the Form 10-Q filed by the Issuer on October 31, 2024, which disclosed that 25,153,537 Ordinary Shares were outstanding as of October 28, 2024, the aggregate number and percentage of Ordinary Shares beneficially owned by each of the Reporting Persons is as follows: PGP – 3,612,560 shares (14.4%); Prescott Associates – 2,636,492 shares (10.5%); PIPS – 116,442 shares (0.5%); Mr. Smith – 1,606,079 shares (6.4%); and Mr. Vassalluzzo – 77,611 shares (0.3%).

(b) PGP, as the general partner of the Partnerships, may be deemed to share the power to vote or to direct the vote and to dispose or to direct the disposition of 3,612,560 Ordinary Shares. Prescott Associates has the shared power to vote or to direct the vote and to dispose or to direct the disposition of 2,636,492 Ordinary Shares. PIPS has the sole power to vote or to direct the vote of and to dispose or to direct the disposition of 116,442 Ordinary Shares. Messrs. Smith and Vassalluzzo have the sole power to vote or to direct the vote of and to dispose or to direct the disposition of 1,491,679 and 75,653 Ordinary Shares, respectively. In their capacities as investment managers for managed accounts, Messrs. Smith and Vassalluzzo may be deemed to share the power to vote or to direct the vote of 114,400 and no Ordinary Shares, respectively, and to share the power to dispose or to direct the disposition of 114,400 and 1,958 Ordinary Shares, respectively. Voting and investment authority over investment accounts established for the benefit of certain family members and friends of Messrs. Smith and Vassalluzzo is subject to each beneficiary's right, if so provided, to terminate or otherwise direct the disposition of the investment account.

(c) Other than as reported herein, none of the Reporting Persons have entered into any transactions in the Ordinary Shares during the past sixty days.”

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 of the Schedule 13D is hereby amended and restated in its entirety as follows:

“Mr. Vassalluzzo has been a director of the Issuer since January 12, 2015, when he was appointed to serve as a member of the Issuer's Supervisory Board. At that time the Issuer had a two-tier board structure consisting of a Supervisory Board and a separate Management Board. This structure was replaced in November 2018, when the Issuer moved to a single-tier Board of Directors and reduced the size of its Board to five directors, including Mr. Vassalluzzo.

As a member of the Issuer's Board, Mr. Vassalluzzo has received and is eligible to receive awards under the Issuer's 2020 Plan, which allows the Issuer to grant share options, share appreciation rights, restricted shares, restricted share units, other share-based awards, and dividend equivalent rights to its employees, officers, non-employee directors, consultants, and advisors. The 2020 Plan was approved by the Issuer's shareholders on November 20, 2020, following which the Issuer ceased granting any new awards under any of its prior equity compensation plans, which consist of the Option Plan, 2011 Plan and 2016 Performance Equity Plan (the “2016 Plan”). As of the date hereof, Mr. Vassalluzzo has received a total of 7,890 restricted share units from the Issuer under the 2020 Plan, including 1,404 granted on November 15, 2021, 4,511 granted on November 16, 2022, and 1,975 granted on December 14, 2023. Each restricted share unit represents the right to receive one Ordinary Share. Restricted share units granted to Mr. Vassalluzzo under the 2020 Plan vest at a rate of 25% per year over a four-year period from the date of grant.

Mr. Vassalluzzo has also received awards under the Issuer's prior equity compensation plans. Pursuant to the Issuer's Option Plan, upon his appointment to the Supervisory Board, Mr. Vassalluzzo received a share option to purchase a number of ordinary shares having a fair value equal to \$150,000, up to a maximum of 50,000 shares. The Option Plan further provides that on the date of each annual general meeting of the Issuer, each incumbent supervisory director will receive a share option to purchase a number of ordinary shares having a fair value equal to \$50,000, up to a maximum of 12,500 shares. The share options have an exercise price equal to the fair market value of the Issuer's ordinary shares on the date of grant and vest at a rate of 8.33% per quarter over a period of three years from the date of grant, so long as the supervisory director continues to serve as a director on each such vesting date, and expire upon the earlier of ten years from the date of grant or three months after the supervisory director ceases to serve as a director. As of the date hereof, Mr. Vassalluzzo has received 5,298 unexpired share options from the Issuer, including 3,989 granted on February 3, 2015 and 1,309 granted on November 17, 2015.

In addition to the share options described above, under the Issuer's 2011 Plan, on the date of each annual general meeting of the Issuer, each incumbent supervisory director received restricted share units having a fair value equal to \$110,000. Restricted share units granted to the Issuer's supervisory directors after July 1, 2013 vest at a rate of 12.5% per quarter over a period of two years from the date of grant, so long as the supervisory director continues to serve as a director on each such vesting date. As of the date hereof, Mr. Vassalluzzo had received 2,420 restricted share units from the Issuer under the 2011 Plan, 1,349 of which were granted on November 17, 2015 and 1,071 of which were granted on April 1, 2020.

Mr. Vassalluzzo and other members of the Issuer's Board were previously eligible to receive incentive-based share compensation pursuant to the 2016 Plan. Under the 2016 Plan, each incumbent director received \$125,000 of performance share units ("PSUs") annually in connection with the Issuer's annual general meeting of shareholders so long as they remained a director following that annual general meeting. Each PSU represents a right to receive between 0 and 2.5 Ordinary Shares upon the satisfaction of certain conditions, which include service-based vesting over time and performance, the latter of which is linked to the compound annual growth rate, or CAGR, of the three-year moving average of the daily closing share price of the Ordinary Shares, or 3YMA, over a six- to ten-year period. The Issuer determined the number of PSUs to be granted to each director by dividing the \$125,000 figure by the 3YMA of the Issuer's Ordinary Shares as of a baseline date, which for incumbent directors such as Mr. Vassalluzzo was November 15 of each year.

As of the date hereof, Mr. Vassalluzzo has received a total of 6,239 unvested PSUs issued under the 2016 Plan, including 1,541 granted on November 15, 2016, 1,291 granted on November 15, 2017, 1,165 granted on November 15, 2018, 1,119 granted on November 15, 2019, and 1,123 granted on November 15, 2020.

The summaries of the Option Plan, 2011 Plan, 2016 Plan and 2020 Plan set forth above are qualified in their entirety by reference to the Option Plan, 2011 Plan, 2016 Plan and 2020 Plan, copies of which are filed as Exhibits 2, 3, 4 and 5, respectively, and incorporated herein by reference.

With respect to any Managed Account established for the benefit of family members or friends of a Reporting Person, the voting and investment authority accorded the Reporting Person is subject to each beneficiary's ability, if so provided, to terminate or otherwise direct the disposition of the Managed Account. Subject to the foregoing, and except as otherwise set forth above, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among any of the Reporting Persons and any other person with respect to any securities of the Issuer, including any contract, arrangement, understanding or relationship concerning the transfer or the voting of any securities of the Issuer, or any finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies."

Item 7. Material to Be Filed as Exhibits

Item 7 of the Schedule 13D is hereby amended and restated in its entirety as follows:

1. Agreement relating to the joint filing of statement on Schedule 13D dated November 12, 2024.
 2. 2005 Non-Employee Directors' Share Option Plan, as amended (incorporated by reference to Exhibit 10.3 to the Issuer's Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2010 filed with the SEC on October 29, 2010).
 3. 2011 Equity Incentive Plan (incorporated by reference to Appendix A to the Issuer's Definitive Proxy Statement on Schedule 14A dated and filed with the SEC on June 8, 2011).
 4. 2016 Performance Equity Plan, as amended (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K filed with the SEC on November 19, 2018).
 5. 2020 Equity Incentive Plan, as amended (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K filed with the SEC on November 17, 2022).
 6. Purchase Agreement dated November 7, 2024 between the Partnerships, PIPS and the Issuer.
-

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: November 12, 2024

PRESCOTT GENERAL PARTNERS LLC

/s/ Scott J. Vassalluzzo

Name: Scott J. Vassalluzzo

Title: Managing Member

PRESCOTT ASSOCIATES L.P.

By: Prescott General Partners LLC

Its: General Partner

/s/ Scott J. Vassalluzzo

Name: Scott J. Vassalluzzo

Title: Managing Member

PRESCOTT INVESTORS PROFIT SHARING TRUST

/s/ Scott J. Vassalluzzo

Name: Scott J. Vassalluzzo

Title: Trustee

/s/ Thomas W. Smith

Thomas W. Smith

/s/ Scott J. Vassalluzzo

Scott J. Vassalluzzo

Joint Filing Agreement

The undersigned agree that the foregoing statement on Schedule 13D, dated November 12, 2024, is being filed with the Securities and Exchange Commission on behalf of each of the undersigned pursuant to Rule 13d-1(k).

Date: November 12, 2024

PRESCOTT GENERAL PARTNERS LLC

/s/ Scott J. Vassaluzzo

Name: Scott J. Vassaluzzo

Title: Managing Member

PRESCOTT ASSOCIATES L.P.

By: Prescott General Partners LLC

Its: General Partner

/s/ Scott J. Vassaluzzo

Name: Scott J. Vassaluzzo

Title: Managing Member

PRESCOTT INVESTORS PROFIT SHARING TRUST

/s/ Scott J. Vassaluzzo

Name: Scott J. Vassaluzzo

Title: Trustee

/s/ Thomas W. Smith

Thomas W. Smith

/s/ Scott J. Vassaluzzo

Scott J. Vassaluzzo

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this “**Agreement**”) is effective as of November 7, 2024 by and between Cimpress plc, a public limited company formed under the laws of Ireland (the “**Company**”), on the one hand, and Prescott Associates L.P., a New York limited partnership, Prescott International Partners L.P., a Delaware limited partnership, Idoya Partners L.P., a New York limited partnership, and Prescott Investors, Inc. Profit Sharing Plan, an employee profit-sharing plan organized under the laws of the State of Delaware, on the other hand (each, a “**Seller**” and collectively, the “**Sellers**”).

WHEREAS, each Seller owns issued and outstanding ordinary shares, nominal value €0.01 per share, of the Company (“**Ordinary Shares**”);

WHEREAS, the Company announced on May 29, 2024 that its Board of Directors authorized the repurchase of up to \$200,000,000 aggregate purchase price of the Company’s issued and outstanding ordinary shares (the “**Share Repurchase Program**”); and

WHEREAS, pursuant to the Share Repurchase Program and subject to the terms and conditions set forth herein, each Seller desires to sell, and the Company desires to purchase from such Seller, free and clear of any and all Liens (as defined herein), the number Ordinary Shares set forth opposite such Seller’s name on Exhibit A, for the aggregate purchase price set forth opposite such Seller’s name on Exhibit A.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, agreements and representations and warranties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I.

PURCHASE AND SALE; CLOSING

Section 1.1. Purchase and Sale. Upon the terms and subject to the conditions of this Agreement, each Seller hereby sells, conveys, assigns, transfers and delivers to the Company (subject to receipt of the payment provided herein), and the Company hereby purchases from such Seller, the number Ordinary Shares set forth opposite such Seller’s name on Exhibit A (as applicable, the “**Purchased Shares**”), free and clear of any and all mortgages, pledges, liens, security interests or similar encumbrances (collectively, “**Liens**”).

Section 1.2. Purchase Price. Upon the terms and subject to the conditions of this Agreement, at the Closing and in consideration of the aforesaid sale, conveyance, assignment, transfer and delivery to the Company of the Purchased Shares, the Company shall pay to each Seller a price per Purchased Share of \$79.10, for the aggregate purchase price set forth opposite such Seller’s name on Exhibit A (as applicable, the “**Purchase Price**”).

Section 1.3. Expenses. All fees and expenses incurred by each party hereto in connection with the matters contemplated by this Agreement shall be borne by the party incurring such fee or expense, including without limitation the fees and expenses of any investment banks, attorneys, accountants or other experts or advisors retained by such party. Prior to the Closing Date (as defined below), the Seller shall provide to the Company an appropriate, correct and complete Internal Revenue Service Form W-9 or W-8, or if applicable confirm in writing to the Company that any such form which the Company has on file remains appropriate, correct and complete.

Section 1.4. Closing. The consummation of the transactions contemplated by this Agreement (the “**Closing**”) shall take place no later than November 8, 2024 (the “**Closing Date**”). Notwithstanding anything to the contrary contained in this Agreement, the acquisition of Ordinary Shares by the Company hereunder shall be regarded as, and shall constitute, a redemption by the Company of such Ordinary Shares in accordance with Article 4.2 of the articles of association of the Company.

Section 1.5. Closing Delivery.

(a) At or prior to the Closing Date, in accordance with Section 1.1 hereof, (i) the Sellers shall cause their broker(s) to deliver the Purchased Shares to Computershare Trust Company, Inc. (“**Computershare**”) through the facilities of the Depository Trust Company’s DWAC system, and (ii) the Company shall deliver a letter to Computershare, in a form reasonably acceptable to Computershare, which letter shall include the broker name, DTC number, contact person, email address, telephone number and number of Purchased Shares to be so transferred, instructing Computershare to accept the DWAC.

(b) On the Closing Date, upon confirmation from Computershare that all documents have been delivered in accordance with Sections 1.1 and 1.5(a), the Company shall deliver or cause to be delivered to each Seller the Purchase Price by wire transfer of immediately available funds to such account(s) as such Seller shall have specified in writing prior to such Closing Date.

(c) Each party hereto further agrees to execute and deliver such other instruments as shall be reasonably requested by a party hereto to consummate the transactions contemplated by this Agreement.

ARTICLE II.

REPRESENTATIONS AND WARRANTIES OF THE SELLER

Each Seller hereby makes the following representations and warranties to the Company:

Section 2.1. Existence; Authority. Such Seller is an entity is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Such Seller has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby and has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

Section 2.2. Enforceability. This Agreement has been duly and validly executed and delivered by such Seller, and, assuming due and valid authorization, execution and delivery by the Company, this Agreement will constitute a legal, valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms, except as such enforceability may be affected by bankruptcy, insolvency, moratorium and other similar laws relating to or affecting creditors’ rights generally and general equitable principles.

Section 2.3. Ownership. Such Seller is the beneficial owner of the Purchased Shares free and clear of any and all Liens. Such Seller has full power and authority to transfer full legal and beneficial ownership of the Purchased Shares to the Company, and such Seller is not required to obtain the consent or approval of any person or governmental agency or organization to effect the sale of the Purchased Shares.

Section 2.4. Absence of Litigation. There is no suit, action, investigation or proceeding pending or, to the knowledge of such Seller, threatened against such Seller that could impair the ability of such Seller to perform its obligations hereunder or to consummate the transactions contemplated hereby.

Section 2.5. No Brokers or Tax Withholding. Such Seller is not a party to any agreement, arrangement or understanding which could result in the Company having any obligation or liability for any brokerage fees, commissions, underwriting discounts or other similar fees or expenses relating to the transactions contemplated by this Agreement.

Section 2.6. Other Acknowledgments. Such Seller represents and acknowledges that it is a sophisticated investor and that it knows that the Company may have material non-public information concerning the Company and its condition (financial and otherwise), results of operations, businesses, properties, plans and prospects and that such information could be material to such Seller's decision to sell the Purchased Shares or otherwise materially adverse to such Seller's interests. Such Seller acknowledges and agrees that the Company shall have no obligation to disclose to it any such information. Such Seller further represents that it has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the sale of the Purchased Shares and has, independently and without reliance upon the Company, made its or his own analysis and decision to sell the Purchased Shares. With respect to legal, tax, accounting, financial and other considerations involved in the transactions contemplated by this Agreement, including the sale of the Purchased Shares, such Seller is not relying on the Company (or any agent or representative thereof). Such Seller has carefully considered and, to the extent it believes such discussion necessary, discussed with professional legal, tax, accounting, financial and other advisors the suitability of the transactions contemplated by this Agreement, including the sale of the Purchased Shares. Such Seller acknowledges that none of the Company or any of its directors, officers, subsidiaries or affiliates has made or makes any representations or warranties, whether express or implied, of any kind except as expressly set forth in this Agreement.

ARTICLE III.

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company makes the following representations and warranties to each Seller:

Section 3.1. Existence; Authority. The Company is a public limited company, validly existing and in good standing (to the extent such concept is applicable in the relevant jurisdiction) under the laws of Ireland. The Company has all requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby and has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement.

Section 3.2. Enforceability. This Agreement has been duly and validly executed, and, assuming due and valid authorization, execution and delivery by each Seller, this Agreement will constitute a legal, valid and binding obligations of the Company, enforceable against it in accordance with its terms, except as such enforceability may be affected by bankruptcy, insolvency, moratorium and other similar laws relating to or affecting creditors' rights generally and general equitable principles. The purchase of the Purchased Shares by the Company (i) was privately negotiated in an independent transaction and (ii) does not violate any rules or regulations applicable to the Company.

Section 3.3. Absence of Litigation. There is no suit, action, investigation or proceeding pending or, to the knowledge of the Company, threatened against the Company that could impair its ability to perform its obligations hereunder or to consummate the transactions contemplated hereby.

Section 3.4. No Brokers. The Company is not a party to any agreement, arrangement or understanding which could result in any Seller having any obligation or liability for any brokerage fees, commissions, underwriting discounts or other similar fees or expenses relating to the transactions contemplated by this Agreement.

Section 3.5. Other Acknowledgments. The Company represents and acknowledges that it is an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended, that it has such knowledge and experience in financial and business matters and in making investments of the type contemplated by this Agreement as to enable it to make an informed decision regarding the purchase of the Purchased Shares and has, independently and without reliance upon any Seller, made its or his own analysis and decision to purchase the Purchased Shares. With respect to legal, tax, accounting, financial and other considerations involved in the transactions contemplated by this Agreement, including the purchase of the Purchased Shares, the Company is not relying on any Seller (or any agent or representative thereof). The Company has carefully considered and, to the extent it believes such discussion necessary, discussed with professional legal, tax, accounting, financial and other advisors the suitability of the transactions contemplated by this Agreement, including the purchase of the Purchased Shares. The Company acknowledges that Scott J. Vassaluzzo, a member of the Company's board of directors, is (i) a managing member of Prescott General Partners LLC ("PGP"), which serves as the general partner of Prescott Associates L.P., Prescott International Partners L.P. and Idoya Partners L.P., and (ii) a trustee of the Prescott Investors, Inc. Profit Sharing Plan. The Company acknowledges that none of the Sellers, PGP or any of their respective partners, members, trustees or affiliates has made or makes any representations or warranties, whether express or implied, of any kind except as expressly set forth in this Agreement.

ARTICLE IV.

MISCELLANEOUS

Section 4.1. Survival. Each of the representations, warranties, covenants, and agreements in this Agreement shall survive the Closing. Notwithstanding any knowledge of facts determined or determinable by any party by investigation, each party shall have the right to fully rely on the representations, warranties, covenants and agreements of the other parties contained in this Agreement or in any other documents or papers delivered in connection herewith. Each representation, warranty, covenant and agreement of the parties contained in this Agreement is independent of each other representation, warranty, covenant and agreement. Except as expressly set forth in this Agreement, no party has made any representation warranty, covenant or agreement.

Section 4.2. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given if so given) by hand delivery, mail (registered or certified, postage prepaid, return receipt requested) or electronic mail to the respective parties hereto addressed as follows:

If to the Company:

Cimpress plc
First Floor Building 3
Finnabair Business and Technology Park A91 XR61
Dundalk, Co. Louth Ireland
Attention: Matthew Walsh
Email: mwalsh@cimpress.com

If to the Sellers:

c/o Prescott General Partners LLC
2200 Butts Road, Suite 320
Boca Raton, FL 33431
Attention: Michelle Chung
Email: mchung@prescottinvestors.com

Section 4.3. Specific Performance. The Company and each Seller acknowledge and agree that the other would be irreparably injured by a breach of this Agreement and that money damages are an inadequate remedy for an actual or threatened breach of this Agreement. Accordingly, the parties agree to the granting of specific performance of this Agreement and injunctive or other equitable relief as a remedy for any such breach or threatened breach, without proof of actual damages, and further agree to waive any requirement for the securing or posting of any bond in connection with any such remedy. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement, but shall be in addition to all other remedies available at law or equity.

Section 4.4. No Waiver. Any waiver by any party hereto of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party hereto to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

Section 4.5. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding. The parties agree that the court making any such determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of, delete specific words or phrases in, or replace any such invalid or unenforceable provision with one that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

Section 4.6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that this Agreement (and any of the rights, interests or obligations of any party hereunder) may not be assigned by any party without the prior written consent of the other parties hereto (such consent not to be unreasonably withheld). Any purported assignment of a party's rights under this Agreement in violation of the preceding sentence shall be null and void.

Section 4.7. Entire Agreement; Amendments. This Agreement (including any Schedules and Exhibits hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and, except as expressly set forth herein, is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder. This Agreement may be amended only by a written instrument duly executed by the parties hereto or their respective permitted successors or assigns.

Section 4.8. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 4.9. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to choice of law principles thereof that would cause the application of the laws of any other jurisdiction.

Section 4.10. Submission to Jurisdiction. Each of the parties hereto (a) consents to submit itself to the personal jurisdiction of the federal or state courts of the State of New York (the "**Chosen Courts**") in the event any dispute arises out of this Agreement or the transactions contemplated by this Agreement, (b) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it shall not bring any action relating to this Agreement or the transactions contemplated by this Agreement in any court other than the Chosen Courts, and each of the parties irrevocably waives the right to trial by jury, (d) agrees to waive any bonding requirement under any applicable law, in the case any other party seeks to enforce the terms by way of equitable relief, and (e) irrevocably consents to service of process by a reputable overnight delivery service, signature requested, to the address of such party's principal place of business or as otherwise provided by applicable law.

Section 4.11. Counterparts; Facsimile. This Agreement may be executed in counterparts, including by facsimile or PDF electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Section 4.12. Further Assurances. Upon the terms and subject to the conditions of this Agreement, each of the parties hereto agrees to execute such additional documents, to use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate or make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement.

Section 4.13. Interpretation. The parties acknowledge and agree that this Agreement has been negotiated at arm's length and among parties equally sophisticated and knowledgeable in the matters covered hereby. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived.

Section 4.14. Public Disclosure; No Confidentiality. The Company acknowledges that, within the time period required by applicable law, each Seller or an affiliate thereof shall file or cause to be filed with the U.S. Securities and Exchange Commission a Form 4 and an amendment to their most recent Schedule 13D, as amended, disclosing the transactions contemplated hereby. The parties further acknowledge that no confidentiality or other obligations are created by this Agreement or the transactions contemplated hereby (other than the express obligations set forth in this Agreement) and, without limitation of the foregoing, the Company acknowledges that each Seller may therefore purchase or sell securities of the Company and there is no expectation of the Company that any Seller and its affiliates will refrain from doing so.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

CIMPRESS PLC

By: /s/ Sean Quinn
Name: Sean Quinn
Title: Executive Vice President and Chief Financial Officer

PRESCOTT ASSOCIATES L.P.

By: Prescott General Partners LLC
Its: General Partner

By: /s/ Scott J. Vassalluzzo
Name: Scott J. Vassalluzzo
Title: Managing Member

PRESCOTT INTERNATIONAL PARTNERS L.P.

By: Prescott General Partners LLC
Its: General Partner

By: /s/ Scott J. Vassalluzzo
Name: Scott J. Vassalluzzo
Title: Managing Member

IDOYA PARTNERS L.P.

By: Prescott General Partners LLC
Its: General Partner

By: /s/ Scott J. Vassalluzzo
Name: Scott J. Vassalluzzo
Title: Managing Member

PRESCOTT INVESTORS, INC. PROFIT SHARING PLAN

By: Prescott General Partners LLC
Its: General Partner

By: /s/ Scott J. Vassalluzzo
Name: Scott J. Vassalluzzo
Title: Trustee

[Signature Page to Purchase Agreement]

Exhibit A

Seller	Ordinary Shares	Purchase Price
Prescott Associates L.P.	202,276	\$ 16,000,031.60
Prescott International Partners L.P.	28,445	\$ 2,249,999.50
Idoya Partners L.P.	63,211	\$ 4,999,990.10
Prescott Investors, Inc. Profit Sharing Plan	22,124	\$ 1,750,008.40
