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

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**FORM 8-K**

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

**Date of Report (Date of earliest event reported): November 9, 2018**

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**CafePress Inc.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State of incorporation)

**001-35468**  
(Commission  
File Number)

**94-3342816**  
(IRS Employer  
Identification No.)

**11909 Shelbyville Road, Louisville, Kentucky 40243**  
(Address of principal executive offices, including zip code)

**(502) 995-2229**  
(Registrant's telephone number, including area code)

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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:

- Written communications pursuant to Rule 425 under the Securities Act (18 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))

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

Emerging growth company

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

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**Item 2.01. Completion of Acquisition or Disposition of Assets.**

As previously disclosed, on September 28, 2018, CafePress Inc., a Delaware corporation (the “Company”) entered into an Agreement and Plan of Merger (the “Merger Agreement”) with Snapfish, LLC, a California limited liability company (“Parent”) and Snapfish Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent (“Merger Sub”).

Pursuant to the Merger Agreement, Merger Sub commenced a tender offer (the “Offer”) to purchase all of the outstanding shares (the “Shares”) of the Company’s common stock, \$0.0001 par value, at a price of \$1.48 per share in cash, without interest (the “Offer Price”), subject to any applicable withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated October 12, 2018 (as amended or supplemented from time to time), and in the related Letter of Transmittal (as amended or supplemented from time to time).

The Offer expired at midnight, New York time at the end of November 8, 2018 (the “Expiration Time”). The depositary and paying agent for the Offer advised that, as of the Expiration Time, a total of 14,235,152 Shares had been validly tendered and not properly withdrawn pursuant to the Offer, which tendered Shares represented approximately 82.9% of the outstanding Shares as of the Expiration Time (not including 90,620 Shares delivered through Notices of Guaranteed Delivery, representing approximately 0.5% of the Shares outstanding). Merger Sub accepted for exchange all such Shares validly tendered and not properly withdrawn pursuant to the Offer.

On November 9, 2018, pursuant to the terms and conditions of the Merger Agreement, Parent completed its acquisition of CafePress when Merger Sub merged with and into CafePress (the “Merger”), with CafePress continuing as the surviving corporation (the “Surviving Corporation”) in the Merger and a wholly-owned subsidiary of Parent.

The Merger was governed by Section 251(h) of the Delaware General Corporation Law (the “DGCL”), with no stockholder vote required to consummate the Merger. At the effective time of the Merger (the “Effective Time”), each Share (other than the Shares held in the treasury of the Company, Shares held owned by Parent, Merger Sub or any other affiliate of Parent, and Shares as to which appraisal rights have been perfected in accordance with applicable law, which were canceled and extinguished) was converted into the right to receive the Offer Price.

The Offer Price and related costs and expenses were funded from (i) available cash on hand, and (ii) cash on hand at CafePress.

The foregoing descriptions of the Offer, the Merger and the Merger Agreement in this Item 2.01 of this Current Report on Form 8-K do not purport to be complete and are subject to and qualified in their entirety by reference to the full text of the Merger Agreement, a copy of which was filed as Exhibit 2.1 to CafePress’ Current Report on Form 8-K, filed with the U.S. Securities and Exchange Commission (the “SEC”) on September 28, 2018 and incorporated herein by reference.

**Item 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.**

Prior to the market opening on November 9, 2018, as a result of the transactions described in Item 2.01 of this Current Report on Form 8-K, which are incorporated herein by reference, CafePress (i) notified the Nasdaq Global Select Market (“Nasdaq”) of the consummation of the Merger and (ii) requested that Nasdaq file a Form 25 Notification of Removal from Listing and/or Registration to delist and deregister the Shares under Section 12(b) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). The Shares will have ceased trading on the Nasdaq immediately prior to opening of trading on November 9, 2018. CafePress also intends to file with the SEC a Form 15 requesting the deregistration of the Shares and the suspension of reporting obligations under Sections 13 and 15(d) of the Exchange Act.

**Item 3.03. Material Modification to Rights of Security Holders.**

As a result of the Merger, each Share that was issued and outstanding immediately prior to the Effective Time (other than the Shares held in the treasury of the Company, Shares owned by Parent, Merger Sub or any other affiliate of Parent, and Shares as to which appraisal rights have been perfected in accordance with applicable law,

which were canceled and extinguished) was converted, at the Effective Time, into the right to receive the Offer Price. Accordingly, at the Effective Time, the holders of such Shares ceased to have any rights as stockholders of CafePress, other than the right to receive the Offer Price.

The information set forth in Items 2.01, 3.01, 5.01 and 5.03 of this Current Report on Form 8-K is incorporated by reference into this Item 3.03.

**Item 5.01. Changes in Control of Registrant.**

As a result of Merger Sub's acceptance for payment of all Shares that were validly tendered and not properly withdrawn in accordance with the terms of the Offer, a change in control of CafePress occurred. Upon the Effective Time, Merger Sub merged with and into CafePress, with CafePress continuing as the Surviving Corporation and a wholly-owned subsidiary of Parent.

The information set forth in Item 2.01 and Item 5.03 of this Current Report on Form 8-K is incorporated by reference into this Item 5.01.

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

In accordance with the Merger Agreement, as of the Effective Time, each of Anthony C. Allen, Mary Ann Arico, Fred E. Durham III, Alan B. Howe and Kenneth T. McBride (collectively, the "Former Directors") ceased serving as members of the board of directors of CafePress and, in connection therewith, the Former Directors also ceased serving on any committees of which such Former Directors were members.

In connection with the consummation of the Merger, on November 9, 2018, CafePress entered into a Separation Agreement and General Waiver and Release (the "Separation Agreement"), with Fred E. Durham III, CafePress' Chief Executive Officer. Pursuant to the Separation Agreements, as of the Effective Time, Mr. Durham ceased to serve as the Company's Chief Executive Officer.

In connection with his separation from employment and in exchange for the execution of a release of claims pursuant to the Separation Agreements, Mr. Durham is entitled to receive a lump sum payment in the gross amount of \$125,000 as provided for under the terms of CafePress' Amended and Restated Change in Control Agreement for Senior Management.

This summary of the Separation Agreement is qualified in its entirety by the Separation Agreement attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference into this item 5.02.

**Item 5.03. Amendments to Certificate of Incorporation or Bylaws; Change in Fiscal Year.**

At the Effective Time, (a) the certificate of incorporation of CafePress was amended and restated in its entirety as set forth in Exhibit B to the Merger Agreement and (b) the bylaws of CafePress were amended and restated in their entirety as set forth in Exhibit C to the Merger Agreement.

Copies of the amended and restated certificate of incorporation and bylaws of the Surviving Company are attached as Exhibit 3.1 and Exhibit 3.2 respectively, to this Current Report on Form 8-K and are incorporated by reference into this Item 5.03.

**Item 9.01 Financial Statements and Exhibits**

Exhibits

<u>Item No.</u>	<u>Description</u>
2.1	<a href="#"><u>Agreement and Plan of Merger, dated as of September 28, 2018, by and among Snapfish, LLC, Snapfish Merger Sub and CafePress Inc. (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by CafePress on September 28, 2018).</u>*</a>
3.1	<a href="#"><u>Amended and Restated Certificate of Incorporation of CafePress Inc.</u></a>
3.2	<a href="#"><u>Amended and Restated Bylaws of CafePress Inc.</u></a>

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10.1+ [Separation Agreement and General Waiver and Release, dated November 9, 2018, between CafePress, Inc. and Fred E. Durham III.](#)

- \* Schedules to the Agreement and Plan of Merger have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The registrant will furnish copies of any such schedules to the U.S. Securities and Exchange Commission upon request.
- + Management contract, compensatory plan or arrangement.

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: November 9, 2018

**CAFEPRESS INC.**

By: /s/ Ekumene M. Lysonge  
Ekumene M. Lysonge  
Vice President, General Counsel and Secretary

AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
CAFEPRESS INC.

1. The name of the corporation is: CafePress Inc.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, 19801. The name of its registered agent at such address is The Corporation Trust Company.
3. The purpose of this corporation is to engage in any lawful act or activity for which corporations may be organized in accordance with the General Corporation Law of the State of Delaware.
4. The total number of shares of stock which this corporation will have authority to issue is One Thousand (1,000) shares of Common Stock, \$0.001 par value per share, amounting in the aggregate to One Dollar (\$1.00). Each share of Common Stock will be entitled to one vote.
5. Elections of directors need not be by written ballot unless the bylaws of this corporation will provide.
6. Meetings of stockholders may be held within or without the State of Delaware, as the bylaws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the bylaws of the corporation.
7. This corporation will, to the maximum extent permitted from time to time in accordance with the law of the State of Delaware, indemnify and upon request advance expenses to any Person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit, proceeding or claim, whether civil, criminal, administrative or investigative, by reason of the fact that such Person is or was or has agreed to be a director or officer of this corporation or while a director or officer is or was serving at the request of this corporation as a director, officer, partner, trustee, employee or agent of any corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorney's fees and expenses), judgments, fines, penalties and amounts paid in settlement incurred (and not otherwise recovered) in connection with the investigation, preparation to defend or defense of such action, suit, proceeding or claim; provided, however, that the foregoing will not require this corporation to indemnify or advance expenses to any Person in connection with any action, suit, proceeding, claim or counterclaim initiated by or on behalf of such Person unless such action, suit, proceeding, claim or counterclaim was authorized in the specific case by the board of directors of the corporation. Such indemnification will not be exclusive of other indemnification rights arising under any bylaw, agreement, vote of directors or stockholders or otherwise and will inure to the benefit of the heirs and legal representatives of such Person. Any repeal of, or modification to, this paragraph 7 will not adversely affect any right or protection of a director or officer of this corporation with respect to any acts or omissions of such director or officer occurring prior to such repeal or modification.

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8. A director of this corporation will not be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that exculpation from liability is not permitted in accordance with the General Corporation Law of the State of Delaware as in effect at the time such liability is determined. No amendment or repeal of this paragraph 8 will apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

9. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation

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**AMENDED AND RESTATED**

**BYLAWS**

**OF**

**CAFEPRESS INC.**

(a Delaware corporation)



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## ARTICLE I

### STOCKHOLDERS

1.1 Place of Meetings. All meetings of stockholders shall be held at such place as may be designated from time to time by the Board of Directors, the Chairman of the Board, the President or, if not so designated, at the principal office of the corporation. The Board of Directors may, in its sole discretion, determine that a meeting shall not be held at any place, but may instead be held solely by means of remote communication in a manner consistent with the General Corporation Law of the State of Delaware.

1.2 Annual Meeting. The annual meeting of stockholders for the election of directors and for the transaction of such other business as may properly be brought before the meeting shall be held on a date and at a time designated by the Board of Directors, the Chairman of the Board, or the President (which date shall not be a legal holiday in the place where the meeting is to be held).

1.3 Special Meetings. Special meetings of stockholders for any purpose or purposes may be called at any time by only the Board of Directors, the Chairman of the Board, or the President, and may not be called by any other person or persons. The Board of Directors may postpone or reschedule any previously scheduled special meeting of stockholders. Business transacted at any special meeting of stockholders shall be limited to matters relating to the purpose or purposes stated in the notice of meeting.

1.4 Notice of Meetings. Except as otherwise provided by law, notice of each meeting of stockholders, whether annual or special, shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder entitled to vote at such meeting. Without limiting the manner by which notice otherwise may be given to stockholders, any notice shall be effective if given by a form of electronic transmission consented to (in a manner consistent with the General Corporation Law of the State of Delaware) by the stockholder to whom the notice is given. The notices of all meetings shall state the place, if any, date and time of the meeting and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting. The notice of a special meeting shall state, in addition, the purpose or purposes for which the meeting is called. If notice is given by mail, such notice shall be deemed given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the corporation. If notice is given by electronic transmission, such notice shall be deemed given at the time specified in Section 232 of the General Corporation Law of the State of Delaware.

1.5 Voting List. The Secretary shall prepare, at least 10 days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least 10 days prior to the meeting: (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the corporation. If the meeting is to

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be held at a physical location (and not solely by means of remote communication), then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. The list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

1.6 Quorum. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the holders of a majority in voting power of the shares of the capital stock of the corporation issued and outstanding and entitled to vote at the meeting, present in person, present by means of remote communication in a manner, if any, authorized by the Board of Directors in its sole discretion, or represented by proxy, shall constitute a quorum for the transaction of business; provided, however, that where a separate vote by a class or classes or series of capital stock is required by law or the Certificate of Incorporation, the holders of a majority in voting power of the shares of such class or classes or series of the capital stock of the corporation issued and outstanding and entitled to vote on such matter, present in person, present by means of remote communication in a manner, if any, authorized by the Board of Directors in its sole discretion, or represented by proxy, shall constitute a quorum entitled to take action with respect to the vote on such matter. A quorum, once established at a meeting, shall not be broken by the withdrawal of enough votes to leave less than a quorum.

1.7 Adjournments. Any meeting of stockholders may be adjourned from time to time to any other time and to any other place at which a meeting of stockholders may be held under these Bylaws by the chairman of the meeting or by the stockholders present or represented at the meeting and entitled to vote, although less than a quorum. It shall not be necessary to notify any stockholder of any adjournment of less than 30 days if the time and place, if any, of the adjourned meeting, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting, are announced at the meeting at which adjournment is taken, unless after the adjournment a new record date is fixed for the adjourned meeting. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting.

1.8 Voting and Proxies. Each stockholder shall have one vote for each share of stock entitled to vote held of record by such stockholder and a proportionate vote for each fractional share so held, unless otherwise provided by law or the Certificate of Incorporation. Each stockholder of record entitled to vote at a meeting of stockholders, or to express consent or dissent to corporate action without a meeting, may vote or express such consent or dissent in person (including by means of remote communications, if any, by which stockholders may be deemed to be present in person and vote at such meeting) or may authorize another person or persons to vote or act for such stockholder by a proxy executed or transmitted in a manner permitted by the General Corporation Law of the State of Delaware by the stockholder or such stockholder's authorized agent and delivered (including by electronic transmission) to the Secretary of the corporation. No such proxy shall be voted or acted upon after three years from the date of its execution, unless the proxy expressly provides for a longer period.

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1.9 Action at Meeting. When a quorum is present at any meeting, any matter other than the election of directors to be voted upon by the stockholders at such meeting shall be decided by the vote of the holders of shares of stock having a majority in voting power of the votes cast by the holders of all of the shares of stock present or represented at the meeting and voting affirmatively or negatively on such matter (or if there are two or more classes or series of stock entitled to vote as separate classes, then in the case of each such class or series, the holders of a majority in voting power of the shares of stock of that class or series present or represented at the meeting and voting affirmatively or negatively on such matter), except when a different vote is required by law, the Certificate of Incorporation or these Bylaws. When a quorum is present at any meeting, any election by stockholders of directors shall be determined by a plurality of the votes cast by the stockholders entitled to vote on the election.

1.10 Conduct of Meetings.

(a) Chairman of Meeting. Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in the Chairman's absence by the Vice Chairman of the Board, if any, or in the Vice Chairman's absence by the President, or in the President's absence by a Vice President, or in the absence of all of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman chosen by vote of the stockholders at the meeting. The Secretary shall act as secretary of the meeting, but in the Secretary's absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

(b) Rules, Regulations and Procedures. The Board of Directors may adopt by resolution such rules, regulations and procedures for the conduct of any meeting of stockholders of the corporation as it shall deem appropriate including, without limitation, such guidelines and procedures as it may deem appropriate regarding the participation by means of remote communication of stockholders and proxyholders not physically present at a meeting. Except to the extent inconsistent with such rules, regulations and procedures as adopted by the Board of Directors, the chairman of any meeting of stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders of record of the corporation, their duly authorized and constituted proxies or such other persons as shall be determined; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

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1.11 Action without Meeting.

(a) Taking of Action by Consent. Any action required or permitted to be taken at any annual or special meeting of stockholders of the corporation may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote on such action were present and voted. Except as otherwise provided by the Certificate of Incorporation, stockholders may act by written consent to elect directors; provided, however, that, if such consent is less than unanimous, such action by written consent may be in lieu of holding an annual meeting only if all of the directorships to which directors could be elected at an annual meeting held at the effective time of such action are vacant and are filled by such action.

(b) Electronic Transmission of Consents. A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, or by a person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed and dated for the purposes of this section, provided that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the corporation can determine (i) that the telegram, cablegram or other electronic transmission was transmitted by the stockholder or proxyholder or by a person or persons authorized to act for the stockholder or proxyholder and (ii) the date on which such stockholder or proxyholder or authorized person or persons transmitted such telegram, cablegram or electronic transmission. The date on which such telegram, cablegram or electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by telegram, cablegram or other electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to a corporation's registered office shall be made by hand or by certified or registered mail, return receipt requested. Notwithstanding the foregoing limitations on delivery, consents given by telegram, cablegram or other electronic transmission may be otherwise delivered to the principal place of business of the corporation or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded if, to the extent and in the manner provided by resolution of the Board of Directors. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

(c) Notice of Taking of Corporate Action. Prompt notice of the taking of corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the corporation.

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## ARTICLE II

### DIRECTORS

2.1 General Powers. The business and affairs of the corporation shall be managed by or under the direction of a Board of Directors, who may exercise all of the powers of the corporation except as otherwise provided by law or the Certificate of Incorporation.

2.2 Number, Election and Qualification. Subject to the rights of holders of any series of Preferred Stock to elect directors, the number of directors of the corporation shall be established from time to time by the stockholders or the Board of Directors. The directors shall be elected at the annual meeting of stockholders by such stockholders as have the right to vote on such election. Election of directors need not be by written ballot. Directors need not be stockholders of the corporation.

2.3 Chairman of the Board; Vice Chairman of the Board. The Board of Directors may appoint from its members a Chairman of the Board and a Vice Chairman of the Board, neither of whom need be an employee or officer of the corporation. If the Board of Directors appoints a Chairman of the Board, such Chairman shall perform such duties and possess such powers as are assigned by the Board of Directors and, if the Chairman of the Board is also designated as the corporation's President, shall have the powers and duties of the President prescribed in Section 3.7 of these Bylaws. If the Board of Directors appoints a Vice Chairman of the Board, such Vice Chairman shall perform such duties and possess such powers as are assigned by the Board of Directors. Unless otherwise provided by the Board of Directors, the Chairman of the Board or, in the Chairman's absence, the Vice Chairman of the Board, if any, shall preside at all meetings of the Board of Directors.

2.4 Tenure. Each director shall hold office until the next annual meeting of stockholders and until a successor is elected and qualified, or until such director's earlier death, resignation or removal.

2.5 Quorum. The greater of (a) a majority of the directors at any time in office and (b) one-third of the number of directors fixed pursuant to Section 2.2 of these Bylaws shall constitute a quorum of the Board of Directors. If at any meeting of the Board of Directors there shall be less than such a quorum, a majority of the directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting, until a quorum shall be present.

2.6 Action at Meeting. Every act or decision done or made by a majority of the directors present at a meeting of the Board of Directors duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number is required by law or by the Certificate of Incorporation.

2.7 Removal. Except as otherwise provided by the General Corporation Law of the State of Delaware, any one or more or all of the directors of the corporation may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors, except that the directors elected by the holders of a particular class or series of stock may be removed without cause only by vote of the holders of a majority of the outstanding shares of such class or series.

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2.8 Vacancies. Subject to the rights of holders of any series of Preferred Stock to elect directors, unless and until filled by the stockholders, any vacancy or newly-created directorship on the Board of Directors, however occurring, may be filled by vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director. A director elected to fill a vacancy shall be elected for the unexpired term of such director's predecessor in office, and a director chosen to fill a position resulting from a newly-created directorship shall hold office until the next annual meeting of stockholders and until a successor is elected and qualified, or until such director's earlier death, resignation or removal.

2.9 Resignation. Any director may resign by delivering a resignation in writing or by electronic transmission to the corporation at its principal office or to the Chairman of the Board, the President or the Secretary. Such resignation shall be effective upon delivery unless it is specified to be effective at some later time or upon the happening of some later event.

2.10 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as shall be determined from time to time by the Board of Directors; provided that any director who is absent when such a determination is made shall be given notice of the determination. A regular meeting of the Board of Directors may be held without notice immediately after and at the same place as the annual meeting of stockholders.

2.11 Special Meetings. Special meetings of the Board of Directors may be held at any time and place designated in a call by the Chairman of the Board, the President, two or more directors, or by one director in the event that there is only a single director in office.

2.12 Notice of Special Meetings. Notice of the date, place, if any, and time of any special meeting of directors shall be given to each director by the Secretary or by the officer or one of the directors calling the meeting. Notice shall be duly given to each director (a) in person or by telephone at least 24 hours in advance of the meeting, (b) by sending written notice by reputable overnight courier, telecopy, facsimile or electronic transmission, or delivering written notice by hand, to such director's last known business, home or electronic transmission address at least 48 hours in advance of the meeting, or (c) by sending written notice by first-class mail to such director's last known business or home address at least 72 hours in advance of the meeting. A notice or waiver of notice of a meeting of the Board of Directors need not specify the purposes of the meeting.

2.13 Meetings by Conference Communications Equipment. Directors may participate in meetings of the Board of Directors or any committee thereof by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

2.14 Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent to the action in



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writing or by electronic transmission, and the written consents or electronic transmissions are filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

2.15 Committees. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the corporation with such lawfully delegable powers and duties as the Board of Directors thereby confers, to serve at the pleasure of the Board of Directors. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members of the committee present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors and subject to the provisions of law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers which may require it. Each such committee shall keep minutes and make such reports as the Board of Directors may from time to time request. Except as the Board of Directors may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by the directors or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these Bylaws for the Board of Directors. Except as otherwise provided in the Certificate of Incorporation, these Bylaws, or the resolution of the Board of Directors designating the committee, a committee may create one or more subcommittees, each subcommittee to consist of one or more members of the committee, and delegate to a subcommittee any or all of the powers and authority of the committee.

2.16 Compensation of Directors. Directors may be paid such compensation for their services and such reimbursement for expenses of attendance at meetings as the Board of Directors may from time to time determine. No such payment shall preclude any director from serving the corporation or any of its parent or subsidiary entities in any other capacity and receiving compensation for such service.

### ARTICLE III

#### OFFICERS

3.1 Titles. The officers of the corporation shall consist of a President, a Vice President, a Chief Financial Officer, a Secretary and such other officers with such other titles as the Board of Directors shall determine, including one or more Vice Presidents, Assistant Treasurers and Assistant Secretaries. The Board of Directors may appoint such other officers as it may deem appropriate.

3.2 Election. The President, Vice President, Chief Financial Officer and Secretary shall be elected annually by the Board of Directors at its first meeting following the annual meeting of stockholders. Other officers may be appointed by the Board of Directors at such meeting or at any other meeting.

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3.3 Qualification. No officer need be a stockholder. Any two or more offices may be held by the same person.

3.4 Tenure. Except as otherwise provided by law, by the Certificate of Incorporation or by these Bylaws, each officer shall hold office until such officer's successor is elected and qualified, unless a different term is specified in the resolution electing or appointing such officer, or until such officer's earlier death, resignation or removal.

3.5 Resignation and Removal. Any officer may resign by delivering a written resignation to the corporation at its principal office or to the President or the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time or upon the happening of some later event. Any officer may be removed at any time, with or without cause, by vote of a majority of the directors then in office. Except as the Board of Directors may otherwise determine, no officer who resigns or is removed shall have any right to any compensation as an officer for any period following such officer's resignation or removal, or any right to damages on account of such removal, whether such officer's compensation be by the month or by the year or otherwise, unless such compensation is expressly provided for in a duly authorized written agreement with the corporation.

3.6 Vacancies. The Board of Directors may fill any vacancy occurring in any office for any reason and may, in its discretion, leave unfilled for such period as it may determine any offices other than those of President, Chief Financial Officer and Secretary. Each such successor shall hold office for the unexpired term of such officer's predecessor and until a successor is elected and qualified, or until such officer's earlier death, resignation or removal.

3.7 President. The President shall have general charge and supervision of the business of the corporation subject to the direction of the Board of Directors, and shall perform all duties and have all powers that are commonly incident to the office of chief executive or president or that are delegated to such officer by the Board of Directors. In the event of the absence, inability or refusal to act of the President, the Vice President (or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors) shall perform the duties of the President and when so performing such duties shall have all the powers of and be subject to all the restrictions upon the President.

3.8 Vice Presidents. Each Vice President shall perform such duties and possess such powers as the Board of Directors or the President may from time to time prescribe. The Board of Directors may assign to any Vice President the title of Executive Vice President, Senior Vice President or any other title selected by the Board of Directors.

3.9 Secretary and Assistant Secretaries. The Secretary shall perform such duties and shall have such powers as the Board of Directors or the President may from time to time prescribe. In addition, the Secretary shall perform such duties and have such powers as are incident to the office of the secretary, including without limitation the duty and power to give notices of all meetings of stockholders and special meetings of the Board of Directors, to attend

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all meetings of stockholders and the Board of Directors and keep a record of the proceedings, to maintain a stock ledger and prepare lists of stockholders and their addresses as required, to be custodian of corporate records and the corporate seal and to affix and attest to the same on documents.

Any Assistant Secretary shall perform such duties and possess such powers as the Board of Directors, the President or the Secretary may from time to time prescribe. In the event of the absence, inability or refusal to act of the Secretary, the Assistant Secretary (or if there shall be more than one, the Assistant Secretaries in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Secretary.

In the absence of the Secretary or any Assistant Secretary at any meeting of stockholders or directors, the chairman of the meeting shall designate a temporary secretary to keep a record of the meeting.

3.10 Chief Financial Officer and Assistant Treasurers. The Chief Financial Officer shall perform such duties and shall have such powers as may from time to time be assigned by the Board of Directors or the President. In addition, the Chief Financial Officer shall perform such duties and have such powers as are incident to the office of chief financial officer and treasurer, including without limitation the duty and power to keep and be responsible for all funds and securities of the corporation, to deposit funds of the corporation in depositories selected in accordance with these Bylaws, to disburse such funds as ordered by the Board of Directors, to make proper accounts of such funds, and to render as required by the Board of Directors statements of all such transactions and of the financial condition of the corporation.

The Assistant Treasurers shall perform such duties and possess such powers as the Board of Directors, the President or the Chief Financial Officer may from time to time prescribe. In the event of the absence, inability or refusal to act of the Chief Financial Officer, the Assistant Treasurer (or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Chief Financial Officer.

3.11 Salaries. Officers of the corporation shall be entitled to such salaries, compensation or reimbursement as shall be fixed or allowed from time to time by the Board of Directors.

3.12 Delegation of Authority. The Board of Directors may from time to time delegate the powers or duties of any officer to any other officer or agent, notwithstanding any provision hereof.

#### ARTICLE IV

#### CAPITAL STOCK

4.1 Issuance of Stock. Subject to the provisions of the Certificate of Incorporation, the whole or any part of any unissued balance of the authorized capital stock of the corporation or the whole or any part of any shares of the authorized capital stock of the corporation held in the corporation's treasury may be issued, sold, transferred or otherwise disposed of by vote of the Board of Directors in such manner, for such lawful consideration and on such terms as the Board of Directors may determine.

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4.2 Stock Certificates; Uncertificated Shares. The shares of the corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of the corporation's stock shall be uncertificated shares. Every holder of stock of the corporation represented by certificates shall be entitled to have a certificate, in such form as may be prescribed by law and by the Board of Directors, representing the number of shares held by such holder registered in certificate form. Each such certificate shall be signed in a manner that complies with Section 158 of the General Corporation Law of the State of Delaware.

Each certificate for shares of stock which are subject to any restriction on transfer pursuant to the Certificate of Incorporation, these Bylaws, applicable securities laws or any agreement among any number of stockholders or among such holders and the corporation shall have conspicuously noted on the face or back of the certificate either the full text of the restriction or a statement of the existence of such restriction.

If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of each certificate representing shares of such class or series of stock, provided that in lieu of the foregoing requirements there may be set forth on the face or back of each certificate representing shares of such class or series of stock a statement that the corporation will furnish without charge to each stockholder who so requests a copy of the full text of the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Within a reasonable time after the issuance or transfer of uncertificated shares, the corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to Sections 151, 202(a) or 218(a) of the General Corporation Law of the State of Delaware or, with respect to Section 151 of the General Corporation Law of the State of Delaware, a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

4.3 Transfers. Shares of stock of the corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of shares of stock of the corporation shall be made only on the books of the corporation or by transfer agents designated to transfer shares of stock of the corporation. Subject to applicable law, shares of stock represented by certificates shall be transferred only on the books of the corporation by the surrender to the corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment or power of attorney properly executed, and with such proof of authority or the authenticity of signature as the corporation or its transfer agent may reasonably require.

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Except as may be otherwise required by law, by the Certificate of Incorporation or by these Bylaws, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect to such stock, regardless of any transfer, pledge or other disposition of such stock until the shares have been transferred on the books of the corporation in accordance with the requirements of these Bylaws.

4.4 Lost, Stolen or Destroyed Certificates. The corporation may issue a new certificate of stock in place of any previously issued certificate alleged to have been lost, stolen or destroyed, upon such terms and conditions as the Board of Directors may prescribe, including the presentation of reasonable evidence of such loss, theft or destruction and the giving of such indemnity and posting of such bond as the Board of Directors may require for the protection of the corporation or any transfer agent or registrar.

4.5 Record Date. The Board of Directors may fix in advance a date as a record date for the determination of the stockholders entitled to notice of or to vote at any meeting of stockholders or to express consent (or dissent) to corporate action without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action. Such record date shall not precede the date on which the resolution fixing the record date is adopted, and such record date shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 10 days after the date of adoption of a record date for a consent without a meeting, nor more than 60 days prior to any other action to which such record date relates.

If no record date is fixed, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day before the day on which notice is given, or, if notice is waived, at the close of business on the day before the day on which the meeting is held. If no record date is fixed, the record date for determining stockholders entitled to express consent to corporate action without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first consent is properly delivered to the corporation. If no record date is fixed, the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating to such purpose.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

4.6 Regulations. The issue, transfer, conversion and registration of shares of stock of the corporation shall be governed by such other regulations as the Board of Directors may establish.

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**ARTICLE V**

**GENERAL PROVISIONS**

5.1 Fiscal Year. Except as from time to time otherwise designated by the Board of Directors, the fiscal year of the corporation shall begin on the first day of January of each year and end on the last day of December in each year.

5.2 Corporate Seal. The corporate seal shall be in such form as shall be approved by the Board of Directors.

5.3 Waiver of Notice. Whenever notice is required to be given by law, by the Certificate of Incorporation or by these Bylaws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before, at or after the time of the event for which notice is to be given, shall be deemed equivalent to notice required to be given to such person. Neither the business nor the purpose of any meeting need be specified in any such waiver. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

5.4 Voting of Securities. Except as the Board of Directors may otherwise designate, the President or the Chief Financial Officer may waive notice of, vote, or appoint any person or persons to vote, on behalf of the corporation at, and act as, or appoint any person or persons to act as, proxy or attorney-in-fact for this corporation (with or without power of substitution) at, any meeting of stockholders or securityholders of any other entity, the securities of which may be held by this corporation.

5.5 Evidence of Authority. A certificate by the Secretary, or an Assistant Secretary, or a temporary Secretary, as to any action taken by the stockholders, directors, a committee or any officer or representative of the corporation shall as to all persons who rely on the certificate in good faith be conclusive evidence of such action.

5.6 Certificate of Incorporation. All references in these Bylaws to the Certificate of Incorporation shall be deemed to refer to the Certificate of Incorporation of the corporation, as amended and in effect from time to time.

5.7 Severability. Any determination that any provision of these Bylaws is for any reason inapplicable, illegal or ineffective shall not affect or invalidate any other provision of these Bylaws.

5.8 Pronouns. All pronouns used in these Bylaws shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

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**ARTICLE VI**

**AMENDMENTS**

6.1 By the Board of Directors. These Bylaws may be altered, amended or repealed, in whole or in part, or new bylaws may be adopted by the Board of Directors.

6.2 By the Stockholders. These Bylaws may be altered, amended or repealed, in whole or in part, or new bylaws may be adopted by the affirmative vote of the holders of a majority of the shares of the capital stock of the corporation issued and outstanding and entitled to vote at any annual meeting of stockholders, or at any special meeting of stockholders, provided notice of such alteration, amendment, repeal or adoption of new bylaws shall have been stated in the notice of such special meeting.

**SEPARATION AGREEMENT AND GENERAL WAIVER AND RELEASE**

This Separation Agreement and General Waiver and Release (“Agreement”) is made by and between Fred E. Durham III (“Employee”) and CafePress, Inc (“Company”).

WHEREAS, Employee’s last day of work is November 9, 2018;

WHEREAS, in exchange for Company’s payment of a severance payment, Employee agrees to release Company from any and all claims that Employee now has or ever had against Company.

NOW THEREFORE, in consideration of the mutual promises made herein, Company and Employee (collectively referred to as “the Parties”) hereby agree as follows:

1. **Separation from Employment.** Employee’s separation date is November 9, 2018 (“Separation Date”).

2. **Severance Pay and Benefits.** Provided Employee complies with the terms of this Agreement and signs and returns this Agreement within twenty-one (21) days and does not revoke the Agreement as provided in Paragraph 5 below, Company agrees to provide Employee with the following severance pay and benefits.

(a) Company agrees to pay Employee:

(b) the gross amount of \$125,000, less all required deductions, representing twelve (12) months of salary, within fourteen (14) days of the Effective Date of this Agreement,

(c) Employee agrees that in return for this Agreement, he will receive compensation, i.e., something of value, beyond that which he was already entitled to receive before entering into this Agreement. Employee acknowledges that unless and until this Agreement is executed, and provided it is not revoked as provided herein, he is not otherwise entitled to receive the above compensation (“Severance Pay”). Employee agrees that the Severance Pay described in paragraph 2(b) constitutes the entire amount of monetary consideration provided to him under this Agreement and that he is not entitled to any other claimed damage, costs, or attorneys’ fees in connection with the matters encompassed in this Agreement.

(d) Employee acknowledges and agrees that the offer of Severance Pay is dependent upon execution of this Agreement and that failure to sign and return this Agreement within twenty-one (21) days will result in the revocation of this offer. Should that day fall on a weekend or holiday where the signing of the agreement would be impossible, the offer will be extended to the first day of business after the last day the offer was to expire.

3. **Payment of Salary: Approved Business Expense Reimbursement.** Employee acknowledges and represents that Company has paid employee all wages concededly due from employment with Company, including all salary or other wages, and



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accrued vacation due, if any, to Employee through November 9, 2018, which Employee is entitled to regardless of whether he signs this Agreement. Regardless of whether Employee signs this Agreement, Company shall reimburse Employee for approved business expenses incurred through November 9, 2018, subject to Employee's compliance with Company's policies, procedures, and rules on such expenses and documentation thereof. All expenses must be submitted within 30 days of November 9, 2018.

4. **Release of All Disputes and Causes of Action.** Employee hereby fully and forever releases, on behalf of himself and his respective heirs, Company, and its executors, officers, directors, employees, investors, shareholders, affiliates, members, administrators, predecessor and successor corporations (and their respective officers and directors), and assigns, of and from any cause of action, whether in law or in equity, relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Employee may possess arising from any omissions, acts or facts that have occurred up until and including the date upon which the Employee executes this Agreement including, without limitation,

(a) any and all causes of action relating to or arising from Employee's employment relationship with Company and the separation therefrom;

(b) any and all causes of action for wrongful discharge of employment; termination in violation of public policy; discrimination; breach of contract, both express and implied; breach of the covenant of good faith and fair dealing; promissory estoppel; negligent or intentional infliction of emotional distress; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; and conversion;

(c) any and all causes of action for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, the Age Discrimination in Employment Act, Older Workers Benefit Protection Act, any applicable state Fair Employment and Housing Act, and Labor Code section 201, *et seq.* and section 970, *et seq.*, but excluding the fair Labor Standards Act, the National Labor Relations Act and any other state, federal or local statute or law which prohibits the release of claims generally or absent court, agency or other approval;

(d) any and all causes of action for violation of the federal, or any state, constitution; and

(e) any and all attorneys' fees and costs.

Company and Employee agree that the release set forth in this section shall be and remain in effect in all respects as a complete and general release as to the matters released. It is the intention of the parties in executing this Agreement that it shall be effective as a bar to each and every matter released herein and that, should any proceeding be instituted with respect to matters released herein, this Agreement shall be deemed in full and complete accord, satisfaction and settlement of any such released matter and sufficient basis for its dismissal. This release does not extend to any obligations incurred under this Agreement.

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5. **Time To Consider Agreement; Knowing and Voluntary Agreement.** Employee understands and agrees that: (a) Employee has had up to twenty one (21) days within which to consider this Agreement before executing it; (b) Employee has reviewed all aspects of this Agreement; (c) Employee has carefully read and fully understands all of the provisions of this Agreement; (d) Employee understands that in agreeing to this document he is releasing Company from any and all causes of action or lawsuits he may have against it; (e) Employee knowingly and voluntarily agrees to all the terms set forth in this Agreement; (f) Employee was advised and hereby is advised in writing to consider the terms of this Agreement and consult with an attorney of his choice prior to executing this agreement; (g) Employee has a full seven (7) days following the execution of this Agreement and has been and hereby is advised in writing that this Agreement will not become effective or enforceable until the revocation period has expired. To revoke, the Employee must send a written statement of revocation by certified mail to Maryanne Foy, 100 Montgomery St., 10<sup>th</sup> Floor, San Francisco, California 94104; and (h) Employee understands that rights or claims under the Age Discrimination in Employment Act of 1967 that may arise after the date of this Agreement is executed are not waived.

6. **No Pending or Future Lawsuits.** Except as described below, Employee agrees not to file any lawsuit or bring any cause of action against Company or any other person or entity referred to herein, in any court or administrative agency, with regard to any dispute, demand, liability or obligation arising out of Employee's employment with Company or separation therefrom. Employee further represents that no claims, complaints, charges or other proceedings are pending in any court, administrative agency, commission or other forum relating directly to his employment with Company; however, nothing in this Agreement precludes Employee from filing a charge or complaint with the Equal Employment Opportunity Commission ("EEOC") or other federal, state, or local governmental agency. In addition, in spite of this Agreement, the Employee still retains the right to challenge the knowing and voluntary nature of this Agreement under the Older Workers Benefit Protection Act ("OWBPA") and the Age Discrimination in Employment Act ("ADEA") before a court, the Equal Employment Opportunity Commission, or any state or local agency permitted to enforce those laws, and this release does not impose any penalty or condition for doing so. The Employee understands, however, that if he successfully pursues a claim against Company under the OWBPA or the ADEA, Company may seek to set off the amount paid to him for signing the release against any amount he obtains. If Employee unsuccessfully pursues a claim against Company under the OWBPA or the ADEA, then Company may be entitled to recover its costs and attorneys' fees to the extent specifically authorized by federal law.

7. **Violation of the Agreement.** By signing this Agreement, Employee agrees that he will not pursue any causes of action or lawsuits covered by this Release. If the Employee breaks this promise and violates this Agreement, the Employee agrees to pay Company's costs and expenses (including reasonable attorneys' fees) that flow from that violation, other than for claims under the OWBPA and the ADEA. Employee also agrees that if he violates any part of this Agreement, he will not be entitled to the Severance Pay

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and Benefits provided by this Agreement and will immediately repay to Company any Severance Pay previously paid to him consistent with federal law and paragraph 6 of this Agreement. Any such violation will immediately render Company's obligations and agreements hereunder null and void, but the Employee's obligations and agreements hereunder shall remain in full force and effect.

8. **Confidential Information.** Employee acknowledges and agrees that in the course of his employment with Company, he has had access to and/or made use of certain confidential information relating to the business activities of Company. Such confidential information includes, but is not limited to, technical information; personnel information; business strategies; financial results; pricing data; sourcing information, design information, market surveys and research data; and contractual agreements between Company and vendors and other persons or entities, compilations of information and records that are owned by Company and are regularly used in the operation of Company's business and other information that is kept confidential by Company. Employee agrees that he will not disclose any such confidential information, directly or indirectly, or use any of it in any way whatsoever. Employee further represents and agrees that all files, computer programs, records, documents, lists, specifications, and similar items relating to the business activities of Company, including any and all copies, whether prepared by Employee or otherwise coming into Employee's possession, custody or control, are property of Company and have been or will be returned immediately by him to Company and that he will not remove from the premises of Company any such property or information or any electronic or other equipment of any kind.

9. **Return of Company's Equipment.** Employee acknowledges that he has returned all Company cellular telephones, PDAs, laptops, credit cards, keys, access cards, and other equipment or material in his possession or control and understands and agrees that Company's payment of Severance Pay and Benefits is contingent upon the return of such equipment and material.

10. **Cooperation.** Employee agrees to reasonably cooperate in any and all complaints, administrative proceedings or other litigation matters to which Employee or Company is or could reasonably become a party. Employee further agrees he will not act in any manner that might damage the business of Company. Employee agrees that he will not counsel or assist any attorneys or their clients in the presentation or prosecution of any lawsuits or causes of action by any third party against Company and/or any officer, director, employee, agent, representative, shareholder or attorney of Company, unless under subpoena or other court order to do so. Nothing in this Agreement shall be construed to preclude Employee from testifying, assisting or participating in an investigation, proceeding or hearing conducted by the EEOC or other federal, state, or local agency.

11. **Non-Disparagement.** Employee agrees not to disparage Company, or any of its officers, directors, or employees to anyone, including, but not limited to, members, customers, vendors, contractors, dealerships, affiliated entities, or other parties. All inquiries by potential future employers of Employee will be directed to Human Resources. Upon inquiry, Company shall only state the following: Employee's last position and dates of employment.

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12. **No Application for Employment.** Employee agrees not to apply for employment with Company in the future. Employee further agrees and understands that, if he submits any such application for employment, it may be, and will be, rejected without cause.

13. **No Representations.** Each party represents that it has had the opportunity to consult with an attorney and has carefully read and understands the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

14. **No Oral Modification.** This Agreement may only be amended in writing signed by Employee and the President and Chief Executive Officer (“CEO”) of Company.

15. **Costs.** The Parties shall each bear their own costs, attorneys’ fees and other fees incurred in connection with this Agreement consistent with federal law and paragraphs 6 and 7 of this Agreement.

16. **Enforcement.** The Parties agree that any and all disputes arising out of the terms of this Agreement, their interpretation, and any of the matters herein released, shall be heard before a neutral arbitrator selected from a list provided by and in accordance with the rules of the Judicial Arbitration and Mediation Service (JAMS) in the jurisdiction in which the Employee worked. The arbitrator’s decision and/or award shall be final and binding. The Parties agree that the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys fees and costs incurred to enforce this Agreement.

17. **Authority.** Company represents and warrants that the undersigned has the authority to act on behalf of Company and to bind Company and all who may claim through it to the terms and conditions of this Agreement. Employee represents and warrants that he has the capacity to act on his own behalf and on behalf of all whom might claim through him to bind them to the terms and conditions of this Agreement. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the disputes or causes of action released herein.

18. **Severability.** In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.

19. **Governing Law.** This Agreement shall be governed by the laws of the State of Delaware.

20. **Effective Date.** This Agreement is effective on the eighth (8th) day after it has been signed by both Parties provided the Employee has not revoked the Agreement during the previous seven (7) day period.

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21. **Non-Admission of Liability.** The parties agree that this Agreement is a compromise of all claims disputed between Employee and Company and is not and shall never be treated as an admission of liability of any kind to Employee or any other person by Company for any purposes whatsoever.

22. **Entire Agreement.** This Agreement, and the other agreements referenced herein, represent the entire agreement and understanding between Company and Employee concerning Employee's separation from Company, and supersede and replace any and all prior agreements and understandings concerning Employee's relationship with Company.

23. **Confidentiality of Agreement** Employee agrees that he, and each of his agents and respective heirs will each keep the fact, terms, and amount of this Agreement completely confidential and that they will not hereafter disclose any information concerning this Agreement to anyone, provided that any party hereto may make such disclosures as are required by law, and as are necessary for legitimate law enforcement or compliance purposes, to their attorneys and/or to their tax or financial advisors for professional advice or representation.

24. **Voluntary Execution of Agreement.** This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto, with the full intent of releasing all claims. The Parties acknowledge that:

- (a) They have read this Agreement;
- (b) They have been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or that they have voluntarily declined to seek such counsel;
- (c) They understand the terms and consequences of this Agreement and of the release it contains;
- (d) They are fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement, on the respective dates set forth below.

*Remainder of this page is intentionally blank.*

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**THE EMPLOYEE SHOULD READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CAUSES OF ACTION AND WILL SERVE AS A DEFENSE TO ANY CAUSE OF ACTION OR LAWSUIT THE EMPLOYEE MAY BRING.**

CafePress, Inc

Date: November 9, 2018

By /s/ Maryanne Foy  
Maryanne Foy  
Chief Human Capital Officer

Fred E. Durham, an individual

Date: November 9, 2018

By /s/ Fred E. Durham III  
Fred E. Durham III