

JOINDER AGREEMENT

This **JOINDER AGREEMENT** (this “**Joinder Agreement**”), dated as of the 24 day of July, 2018, is made by The Bensadoun Family Foundation (the “**Joining Party**”) and Sweet Park Holdings Inc. (the “**Transferring Party**”), and is delivered to Aritzia Inc. (the “**Company**”), CIBC World Markets Inc. and RBC Dominion Securities Inc., together as joint bookrunners (the “**Joint Bookrunners**”), and Merrill Lynch Canada Inc., BMO Nesbitt Burns Inc., Scotia Capital Inc., TD Securities Inc., Canaccord Genuity Corp. and Haywood Securities Inc. (together with the Joint Bookrunners, the “**Underwriters**”) and Canada Retail Holdings, L.P. (together with the Transferring Party, the “**Selling Shareholders**”) pursuant to the Underwriting Agreement dated July 23, 2018, as the same may be amended, modified, restated, supplemented or replaced from time to time (the “**Agreement**”) entered into among the Company, the Underwriters and the Selling Shareholders. Except as otherwise defined herein, capitalized terms used herein will have the meanings ascribed to such terms in the Agreement.

WHEREAS the Transferring Party wishes to transfer, assign and convey to the Joining Party the number of subordinate voting shares of the Company equal to the number of Purchased Shares and Additional Shares, as applicable, set forth opposite the Transferring Party’s name in Schedule E to the Agreement;

AND WHEREAS, pursuant to Section 15.4 of the Agreement, the Joining Party is required to enter into this Joinder Agreement, pursuant to which the Joining Party will be bound by the terms of the Agreement as if the Joining Party had entered into the Agreement in the place and stead of the Transferring Party.

NOW, THEREFORE, in consideration of the foregoing, the receipt and sufficiency of which are hereby acknowledged, the Transferring Party and the Joining Party covenant, acknowledge and agree as follows:

1. By executing and delivering this Joinder Agreement, the Joining Party hereby:
 - (a) acknowledges that it has received a copy of, and is fully familiar with, the Agreement;
 - (b) joins the Agreement for all purposes and agrees to be bound by, and have the benefit of, the provisions of the Agreement;
 - (c) becomes a party to, and a “Selling Shareholder” and the “Bensadoun Selling Shareholder”, as those terms are defined in the Agreement, under, the Agreement, as applicable, with the same force and effect as if originally named therein as a party, a “Selling Shareholder” and the “Bensadoun Selling Shareholder”;
 - (d) agrees to all of the terms and provisions of the Agreement;
 - (e) agrees that, from and after the date hereof, each reference in the Agreement to “party” and “Selling Shareholder” shall include a reference to the Joining Party, as applicable;
 - (f) agrees that, from and after the date hereof, each reference in the Agreement to the “Bensadoun Selling Shareholder” shall mean, and be a reference to, the Joining Party; and
 - (g) agrees to execute and deliver such further documents and instruments, and do such acts and things, as may be reasonably required by the Company, the Underwriters and the Selling Shareholders in order to fully carry out the intent and meaning of this Joinder Agreement and the Agreement.
2. By executing and delivering this Joinder Agreement, the Transferring Party hereby ceases to be a party to, and a “Selling Shareholder” and the “Bensadoun Selling Shareholder”, as those terms are defined in the Agreement, under, the Agreement, as applicable.

3. Notwithstanding Section 2 hereunder, the Transferring Party acknowledges that it shall remain liable for all obligations arising under the Agreement prior to the date of the transfer of any Purchased Shares and Additional Shares, as applicable, to the Joining Party.
4. Nothing herein contained shall in any manner be construed to constitute novation of, or impair, cancel or extinguish, the Agreement or the liabilities or obligations of the parties thereto and thereunder.
5. This Joinder Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

[Remainder of page intentionally left blank]

This Joinder Agreement may be signed in counterparts and may be delivered by facsimile and other electronic means, and such counterparts together shall constitute one and the same instrument and shall be deemed to be executed on or as of the date first written above.

DATED as at the date written above.

SWEET PARK HOLDINGS INC.

Per: (signed) H  l  ne Sanche
Name: H  l  ne Sanche
Title: Authorized Signatory

THE BENSADOUN FAMILY FOUNDATION

Per: (signed) H  l  ne Sanche
Name: H  l  ne Sanche
Title: Authorized Signatory