ARITZIA

ARITZIA INC.

NOTICE OF 2018 ANNUAL GENERAL AND SPECIAL SHAREHOLDER MEETING AND MANAGEMENT INFORMATION CIRCULAR

MAY 25, 2018

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ARITZIA INC.

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

To the holders of Subordinate Voting Shares and holders of Multiple Voting Shares:

NOTICE IS HEREBY GIVEN that an annual general and special meeting of the shareholders of Aritzia Inc. (the "**Meeting**") will be held on July 10, 2018 at 3:00 p.m. (Vancouver time) at the Fairmont Pacific Rim Hotel, Emerald Room, located at 1038 Canada Place in Vancouver, British Columbia for the following purposes:

1. to receive Aritzia's annual consolidated financial statements for the financial year ended February 25, 2018, including the external auditors' report thereon;

2. to elect the directors who will serve until the end of the next annual meeting of shareholders;

3. to appoint the external auditors, who will serve until the end of the next annual meeting of shareholders and authorizing the directors of the Company to fix their remuneration;

4. to approve a resolution to renew and amend and restate the Company's stock option plan, as more fully described in the accompanying Management Information Circular;

5. to approve a resolution ratifying the extension of the expiry date of certain stock options held by the Company's President and Chief Operating Officer, as more fully described in the accompanying Management Information Circular; and

6. to consider other business that may properly come before the meeting or any adjournment thereof.

In this Notice, "we", "us", "our", "Aritzia" and "the Company" refer to Aritzia Inc. and all entities controlled by it unless the context otherwise requires. "You" and "your" refer to Aritzia shareholders.

You have the right to vote

You are entitled to receive notice of and vote at the Meeting or any adjournment of the Meeting if you were a holder of our Subordinate Voting Shares or Multiple Voting Shares on the record date, which the board of directors of the Company has fixed as May 25, 2018.

Your vote is important

As an Aritzia shareholder, it is important that you read the accompanying Management Information Circular carefully. You have different voting rights depending on whether you own Subordinate Voting Shares or Multiple Voting Shares.

You are entitled to vote at the Meeting either in person or by proxy. If you are unable to attend the Meeting in person, you are requested to vote your shares using the enclosed form of proxy or voting instruction form, as applicable.

Registered shareholders should complete and sign the enclosed form of proxy and return it in the envelope provided. Alternative methods of voting by proxy are outlined in the accompanying Management Information Circular.

Proxies must be received by the Company's transfer agent, TSX Trust Company, 301-100 Adelaide Street West, Toronto, Ontario, Canada, M5H 4H1, Attention: Proxy Department or send it by facsimile

to 1-416-595-9593, by no later than 3:00 p.m. (Vancouver time) July 6, 2018 or two business days before the commencement of any adjournment(s) or postponement(s) of the Meeting. Alternatively, registered shareholders may attend the Meeting and vote in person by registering at the registration table on the day of the Meeting prior to the commencement of the Meeting.

If you are a non-registered shareholder, you should review the voting instruction form provided by your intermediary, which sets out the procedures to be followed for voting shares held through intermediaries.

This year, as permitted by Canadian securities regulators, we are using "notice-and-access" to deliver our Meeting materials. Accordingly, this Notice of Meeting and the accompanying Management Information Circular, and Aritzia's audited annual financial statements for the financial year ended February 25, 2018, along with the related management discussion and analysis, have been posted at https://docs.tsxtrust.com/2035 and under Aritzia's profile on www.SEDAR.com.

Shareholders can contact our transfer agent, TSX Trust Company, toll free at 1-866-600-5869 or by email at TMXEInvestorServices@tmx.com, for more information regarding notice-and-access or with questions regarding how to vote their shares.

Shareholders who are planning to attend the meeting and who require special arrangements for hearing or access impairment should contact Investor Relations at investors@aritzia.com.

Shareholders are reminded to review the Management Information Circular before voting.

By order of the Board of Directors,

(signed) Jennifer Wong

Jennifer Wong
Corporate Secretary
Vancouver, British Columbia
May 25, 2018

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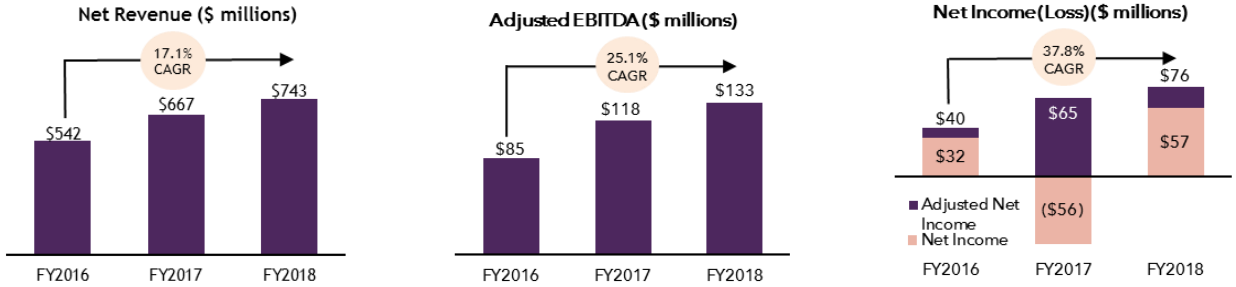
LETTER TO SHAREHOLDERS

Dear Shareholders,

We have prepared the following Compensation Discussion and Analysis to provide you with information on our executive pay programs and related corporate governance provisions. On behalf of the Compensation and Nominating Committee, we hope you find our disclosure clear and helpful in evaluating our practices. As this is our second year publishing the Management Information Circular, we will continue to enhance our disclosure over time in order to provide you with a better understanding of our executive pay programs.

Aritzia's Performance in Fiscal 2018

Fiscal 2018 again proved that Aritzia's multi-brand strategy, diversified product mix, long-term management approach and exceptional customer service contributes to strong and consistent financial performance. Select financial highlights in Fiscal 2018 include:



Aritzia's Executive Compensation and Corporate Governance in Fiscal 2018

Based on Aritzia's strong performance in Fiscal 2018, the Compensation and Nominating Committee approved the following:

- No base salary increases – we felt current base salaries were appropriate given market levels and individual role considerations (including scope, performance, time in role)
- Annual bonuses paid out based on corporate profitability – we approved each NEO's bonus payout, determined by Aritzia's annual profitability
- Stock option grants to NEOs – taking into account individual and corporate performance in Fiscal 2018, as well as alignment with long-term strategy, we approved stock option grants to the NEOs
- CEO pay at $2 – we approved the CEO's decision to be paid $1 base salary and $1 annual bonus in Fiscal 2018, as well as forfeit all stock options so they could be granted to other executive officers. We believe this, and his significant equity ownership, demonstrates the CEO's outstanding commitment to Aritzia.

Additionally, we are requesting to increase our stock option pool in Fiscal 2018. This request comes at an important time for Aritzia – we plan to grow our employee base in key strategic areas of the business (including e-Commerce, Information Technology, and Marketing), and maintaining the flexibility to grant stock options is important for attracting these new hires, as well as retaining current

employees in key roles. That being said, we are evaluating other long-term incentive vehicles to include in our compensation program, as well as our granting approach. Specifically, we plan to implement cash-settled restricted share units in Fiscal 2019. This way, dilution will be managed, while ensuring we still have effective tools to incentivize our employees.

Compensation and Governance Going Forward

In Fiscal 2019, with the help of Mercer Canada, an independent consulting firm, we have begun reviewing key elements of our compensation programs. Our goal is to ensure our executive compensation and corporate governance practices take into account our growth strategy and pay-for-performance philosophy, while continuing to reflect our accountability to shareholders.

Specifically, we are in the process of reviewing our compensation philosophy, peer group, and executive pay benchmarking to ensure the foundations of our programs are appropriate. Additionally, we have begun reviewing our long-term incentive program and granting approach, and plan to implement restricted share units in Fiscal 2019.

From a governance perspective, we will review key provisions, including share ownership guidelines and clawback polices. Additionally, we are committing to increasing the independence of our Board in Fiscal 2019.

Conclusion

Thank you for taking the time to read the following disclosure, and on behalf of the Board of Directors at Aritzia, we welcome any feedback you may have.

Sincerely,

(signed) Marni F. Payne

Chair, Compensation and Nominating Committee, Aritzia Inc.

GENERAL INFORMATION

The information in this document is as of May 25, 2018, unless otherwise indicated.

References to "we", "us", "our", "Aritzia" and "the Company" refer to Aritzia Inc. and all entities controlled by it unless the context otherwise requires. "You" and "your" refer to Aritzia shareholders. Unless otherwise indicated, all references to "$" or "dollars" in this Management Information Circular (the "**Circular**") refer to Canadian dollars.

This Circular is provided in connection with our annual general and special meeting of shareholders of the Company (the "**Meeting**") to be held on July 10, 2018. **Your proxy is solicited by the management of the Company for the items described in the accompanying Notice of Meeting (the "Notice").** We usually make our request by mail, but our employees or agents may also solicit your proxy by telephone or other ways at a nominal cost.

As a registered shareholder, you have the right to attend and vote at the Meeting as set out in this Circular. Please read this Circular. It gives you information that you need to know to cast your vote. We also encourage you to read our comparative annual financial statements and related management's discussion and analysis for the financial year ended February 25, 2018.

This year, as permitted by Canadian securities regulators, we are using notice-and-access to deliver the Meeting materials to our shareholders, including the Notice, this Circular and our audited annual financial statements for the financial year ended February 25, 2018, along with the related management discussion and analysis. This means that Aritzia will post the Meeting materials online for our shareholders to access electronically. You will receive a package in the mail with a notice explaining how to access and review the Meeting materials electronically and how to request a paper copy free of charge. The package you receive will also contain a form of proxy or a voting instruction form (unless you have chosen to receive proxy materials electronically) so you can vote your shares. Since notice-and-access gives our shareholders more choice, substantially reduces printing, paper and postage, it is a more environmentally friendly and cost effective way to distribute the Meeting materials to shareholders. The Meeting materials are available at https://docs.tsxtrust.com/2035 and under our profile on SEDAR (www.sedar.com).

Shareholders can contact our transfer agent, TSX Trust Company, toll free at 1-866-600-5869 or by email at TMXEInvestorServices@tmx.com for more information regarding notice-and-access, or to obtain a paper copy of these documents at no charge for up to one year. Requests must be made by June 28, 2018 in order to receive a paper copy of the Meeting materials prior to 3:00 p.m. (Vancouver time) on July 6, 2018, which is the deadline for submission of your voting instructions or form of proxy, and by July 3, 2018 to receive paper copies before the date of the Meeting. You will not receive a new form of proxy or voting instruction form if you request a paper copy of the Meeting materials, so it is important that you keep the original form sent to you in order to vote. If your request is received on or after the date of the Meeting, then the documents will be sent to you within ten calendar days of your request.

If you have any questions about any of the information in this Circular, please contact Investor Relations at investors@aritzia.com.

Voting Information

The following information provides guidance on how to vote your subordinate voting shares of the Company (the "**Subordinate Voting Shares**") and/or multiple voting shares of the Company (the "**Multiple Voting Shares**"). The Subordinate Voting Shares and the Multiple Voting Shares are sometimes collectively referred to in this Circular as the "shares".

Your vote is important

As a shareholder of Aritzia, it is very important that you read this information carefully and then vote your shares, either by proxy or by attending the Meeting.

Voting by proxy means that you are giving the person or people named on your proxy form (each a "**proxyholder**") the authority to vote your shares for you at the Meeting or any adjournment thereof. A proxy form is included in this package.

If you vote by proxy, the individuals who are named on the proxy form will vote your shares for you, unless you appoint someone else to be your proxyholder. **You have the right to appoint a person or company of your choice who need not be a shareholder to represent you at the Meeting other than the individuals designated in the enclosed form of proxy. If you appoint someone else, he or she must be present at the Meeting to vote your shares.**

If you are voting your shares by proxy, our transfer agent, TSX Trust Company, or other agents we appoint must receive your signed proxy form by 3:00 p.m. (Vancouver time) on July 6, 2018 or if the Meeting is adjourned or postponed, prior to 3:00 p.m. (Vancouver time) on the second business day preceding the day of the Meeting. The time limit for deposit of proxies may be waived by the Chair of the Meeting in the Chair's sole discretion without notice.

How to vote – Registered Shareholders

You are a registered shareholder if your name appears on your share certificate or on the register maintained by our transfer agent, TSX Trust Company. If you are a registered shareholder, you will receive a proxy form.

Voting by proxy

Registered shareholders have three options to vote by proxy:

- *On the Internet*

  Go to www.voteproxyonline.com and follow the instructions on screen. You will need the 12 digit control number listed on your proxy. You do not need to return your proxy form if you vote on the internet.

At any time, TSX Trust Company may cease to provide internet voting, in which case registered shareholders can elect to vote by mail or fax, as described below.

- *By Mail*

  Complete, sign and date the accompanying proxy form and return it in the envelope we have provided. Please see "Completing the Proxy Form" on the enclosed form for more information.

- *By fax*

  Complete, sign and date the accompanying proxy form and send it by fax to 416-595-9593. Please see "Completing the Proxy Form" on the enclosed form for more information.

If you vote by proxy, the individuals named on the enclosed proxy form will vote your shares for you unless you appoint someone else to be your proxyholder. **You have the right to appoint a person or company of your choice who need not be a shareholder to represent you at the Meeting other than the persons designated in the enclosed proxy form. If you wish to do so, please strike out the three names that are printed on the proxy form and write the name of the person you are appointing in the**

space provided. Complete, date and sign the accompanying form of proxy, and submit it in accordance with the instructions prior to the proxy cut-off time. Make sure that the person you appoint is aware that he or she has been appointed and attends the Meeting. At the Meeting, he or she should see a representative of TSX Trust Company at the registration tables. Please see "Completing the Proxy Form" for more information.

Voting in Person at the Meeting

Registered shareholders, or the persons they appoint as their proxies, are permitted to vote at the Meeting in person. **If you are a registered holder and choose to vote in person at the Meeting, you do not need to complete or return your proxy form.** Please check-in and register with a representative of TSX Trust Company at the registration tables when you arrive at the Meeting. You will need identification to enter the Meeting.

Voting in person at the Meeting will automatically cancel any proxy you submitted earlier.

To vote shares registered in the name of a corporation or other legal entity, an authorized officer or attorney of that corporation or legal entity must attend the Meeting in person. This person may have to provide proof that he or she is authorized to act on behalf of the corporation or other legal entity. Shares registered in the name of a corporation or other legal entity cannot be voted in person without adequate proof of authorization.

Changing your vote

You may revoke a vote you made by proxy by:

- voting again on the internet before 3:00 p.m. (Vancouver time) on July 6, 2018;
- completing a proxy form that is dated later than the proxy form you are changing and mailing it to TSX Trust Company so that it is received at the address indicated before 3:00 p.m. (Vancouver time) on July 6, 2018; or
- making a request in writing to the Chair of the Meeting, at the Meeting or any adjournment thereof, before any vote in respect of which the proxy has been given or taken. The written request can be from you or your authorized attorney.

How to vote – Non-Registered (or Beneficial) Shareholders

You are a non-registered (or beneficial) shareholder (a "**Non-Registered Holder**") if your shares are registered either:

(a) in the name of an intermediary such as a bank, trust company, securities dealer, trustee or administrator of self-administered RRSPs, RRIFs, RESPs and similar plans (each an "**Intermediary**") that represents the Non-Registered Holder in respect of its shares; or

(b) in the name of a depository (a "**Depository**", such as CDS Clearing and Depository Services Inc.) of which the Intermediary is a participant.

We have distributed copies of the notice-and-access notice and voting instruction form directly to non-objecting Non-Registered Holders and to Intermediaries for onward distribution to Non-Registered Holders that are objecting beneficial owners. Non-Registered Holders who have previously provided standing instructions will receive a copy of the Meeting Notice, the Circular, the form of proxy, and the supplemental mailing return list card in accordance with such instructions (collectively, the "**Meeting Materials**").

Intermediaries are required to forward the Meeting Materials to Non-Registered Holders unless a Non-Registered Holder has waived the right to receive such materials. Intermediaries often use service companies to forward the Meeting Materials to Non-Registered Holders. Generally, Non-Registered Holders who have not waived the right to receive the Meeting Materials will receive a package from their Intermediary containing either:

(a) a voting instruction form that must be properly completed and signed by the Non-Registered Holder and returned to the Intermediary in accordance with the instructions on the voting instruction form;

or, less typically,

(b) a form of proxy that has already been stamped or signed by the Intermediary that is restricted as to the number of shares beneficially owned by the Non-Registered Holder but which otherwise has not been completed. In this case, the Non-Registered Holder who wishes to submit a proxy should properly complete the form of proxy and deposit it with TSX Trust Company at the address set forth in the Meeting Notice.

The purpose of these procedures is to permit Non-Registered Holders to direct the voting of shares that they beneficially own. The Company has agreed to pay for Intermediaries to forward the Meeting Materials to objecting beneficial owners.

A Non-Registered Holder may revoke a voting instruction form or proxy which has been given to an Intermediary by written notice to the Intermediary or by submitting a voting instruction form or proxy bearing a later date in accordance with the applicable instructions. In order to ensure that an Intermediary acts upon a revocation of a proxy or voting instruction form, the written notice should be received by the Intermediary well in advance of the Meeting.

In Person at the Meeting

We do not have access to the names or holdings of all of our Non-Registered Holders. Should a Non-Registered Holder, who receives either a voting instruction form or a form of proxy, wish to attend and vote at the Meeting in person (or have another person attend and vote on behalf of the Non-Registered Holder), the Non-Registered Holder should follow the instructions contained on the voting instruction form or form of proxy within the time periods specified and appoint themselves (or another person to vote on their behalf). **In either case, Non-Registered Holders should carefully follow the instructions of their Intermediaries and service companies.** If you are a Non-Registered Holder and have not received a package containing a voting instruction form or form of proxy, please contact your Intermediary.

At the Meeting, you should see a representative of TSX Trust Company at the table marked "Alternate attorneys/External proxyholders."

Completing the proxy form

You can choose to vote "For", "Against" or "Withhold", depending on the items listed on the proxy form.

When you sign the proxy form, you authorize the directors and officers of the Company who are named in the proxy form to vote your shares for you at the Meeting according to your instructions, unless you have appointed someone else to act as your proxy. **If you return your proxy form and do not tell us how you want to vote your shares, your vote will be counted:**

- **FOR** electing the nominee directors who are listed in the Circular,
- **FOR** appointing PricewaterhouseCoopers LLP as auditors,
- **FOR** the resolution approving the renewal and amendment and restatement of the Company's Stock Option Plan, and
- **FOR** the resolution approving the expiry date extension of certain stock options held by Jennifer Wong, Aritzia's President and Chief Operating Officer.

If you are appointing someone else to vote your shares for you at the Meeting, strike out the two names of the individuals on the proxy form and write the name of the person voting for you in the space provided. **If you do not specify how you want your shares voted, your proxyholder will vote your shares as he or she sees fit on each item and on any other matter that may properly come before the Meeting.**

If you are an individual shareholder, you or your authorized attorney must sign the form. If you are a corporation or other legal entity, an authorized officer or attorney must sign the form.

If you have questions on how to complete your proxy form, please contact TSX Trust Company – Investor Services at 1-866-600-5869.

Additional Voting Information

You have one vote for each Subordinate Voting Share and 10 votes for each Multiple Voting Share you hold on May 25, 2018. As at the close of business on May 25, 2018, 56,545,684 Subordinate Voting Shares and 55,756,002 Multiple Voting Shares were entitled to be voted at the Meeting.

The election of directors, the appointment of auditors, the renewal, amendment and restatement of the Company's Stock Option Plan and the extension of certain stock option expiry dates will each be determined by a majority of votes cast at the Meeting by proxy or in person. Under our Articles, if there is a tie, the Chair of the Meeting does not cast the deciding vote.

TSX Trust Company will count and tabulate the votes for us.

For general shareholder enquiries, you can contact the transfer agent:

- by mail at:

  TSX Trust Company
  Suite 301 – 100 Adelaide Street West
  Toronto, Ontario
  Canada M5H 4H1

- or by telephone: within Canada and the United States toll-free at 1-866-600-5869, and from all other countries 1-416-342-1091;
- or by fax: 416-595-9593;
- or by email: TMXEInvestorServices@tmx.com.

Record Date, Quorum and Votes Necessary to Pass Resolutions

Each shareholder of record at the close of business on May 25, 2018 (the "**Record Date**"), is entitled to vote at the Meeting the shares registered in his or her name on that date. The quorum for any meeting of shareholders is one or more persons present and holding or representing by proxy not less than 15% of the voting rights attaching to our outstanding voting shares.

At the Meeting, shareholders will be asked to consider and, if thought advisable, to: (i) pass an ordinary resolution to elect directors to the board of directors; (ii) pass an ordinary resolution to re-appoint auditors for the ensuing year and authorize the directors to fix their remuneration; (iii) pass an ordinary resolution to renew and amend and restate the Company's Stock Option Plan; and (iv) pass an ordinary resolution to extend the expiry date of options granted to the Company's President and Chief Operations Officer.

Pursuant to the *Business Corporations Act* (British Columbia) ("**BCBCA**") and our Articles, a simple majority of the votes cast at the Meeting (by person or proxy) is required to pass an ordinary resolution.

BUSINESS OF THE MEETING

We will address and vote on the following items at the Meeting:

- the election of the directors who will serve until the end of the next annual meeting of shareholders;
- the appointment of the external auditors who will serve until the end of the next annual meeting of shareholders and authorizing the directors of the Company to fix their remuneration;
- the approval of a resolution approving the renewal, amendment and restatement of the Company's Stock Option Plan, as more fully described in this Circular;
- the approval of a resolution extending the expiry date of certain stock options held by the Company's President and Chief Operating Officer, as more fully described in this Circular; and
- such other business that may properly come before the meeting or any adjournment thereof.

We will place before the Meeting the Company's audited financial statements, including the auditors' report, for the year ended February 25, 2018 ("**Fiscal 2018**"), but no vote thereon is required or expected. These financial statements together with the management's discussion and analysis thereon are available under our profile on SEDAR at www.sedar.com and on the Company's website at investors.aritzia.com.

We will consider any other business that may properly come before the Meeting. As of the date of this Circular, we are not aware of any changes to the items above or any other business to be considered at the Meeting. If there are changes or new items, your proxyholder can vote your shares on these items as he or she sees fit. If any other matters properly come before the Meeting, it is the intention of the persons named in the form of proxy to vote in respect of those matters in accordance with their judgment.

If you are not a registered shareholder, you may be allowed into the Meeting after speaking with a representative of TSX Trust Company and if the Chair of the Meeting allows it.

ELECTION OF DIRECTORS

The articles of the Company (the "**Articles**") provide that the board of directors (the "**Board**") shall consist of a minimum of three and a maximum of 15 directors, with the actual number to be determined from time to time by the Board. Pursuant to the Investor Rights Agreement (defined below), the Board has determined that, at the present time, there will be nine directors, each of whom is to be elected at this Meeting and who will, subject to our Articles and the BCBCA, hold office until the end of the next annual meeting of shareholders or until their successors are elected or appointed. All of the individuals who have been nominated as directors are currently members of the Board and have been since at least our initial public offering in October 2016.

If you do not specify how you want your shares voted, the individuals named as proxyholders in the enclosed proxy form intend to cast the votes represented by proxy at the Meeting FOR the election of each of the director nominees listed in this Circular.

All nominees have established their eligibility and willingness to serve as directors. As of the date hereof, management of the Company does not expect that any of the nominees will be unable to serve as a director. However, if, for any reason, at the time of the Meeting, any of the nominees are unable to

serve and unless otherwise specified, it is intended that the persons designated in the form of proxy will vote in their discretion for a substitute nominee or nominees.

Investor Rights Agreement

Concurrently with the closing of our initial public offering on October 3, 2016 (the "**IPO**"), Atilier Holdings Inc. and AHI Holdings Inc. (each of which was an entity controlled by Brian Hill, our Founder and Chief Executive Officer, and are referred to collectively as the "**Hill Shareholders**") and CanLux AB Investments One S.à r.l. (the "**Berkshire Shareholder**"), an investment vehicle managed by Berkshire Partners LLC ("**Berkshire Partners**"), entered into a shareholders agreement (the "**Investor Rights Agreement**") with respect to certain director nomination rights, governance matters and shareholder rights.

Pursuant to the Investor Rights Agreement, each of the Berkshire Group Permitted Holders and the Hill Group Permitted Holders (together, the "**Shareholder Groups**" and each a "**Shareholder Group**") have the right to designate one director nominee for election to our Board for so long as such Shareholder Group beneficially owns, directly or indirectly, in the aggregate, 5% or more of the issued and outstanding shares of the Company (on a non-diluted basis). Our Board shall not be comprised of more than nine directors unless agreed to by each Shareholder Group. Each Shareholder Group has agreed to vote its shares in favour of any director nominee nominated by the other Shareholder Group.

For so long as Brian Hill is a director he is entitled to be the chair (the "**Chair**") of our Board. Upon Brian Hill ceasing to be a director, or in the event that Mr. Hill does not wish to serve as the Chair, then the Chair shall be appointed by our Board.

So long as a Shareholder Group beneficially owns, directly or indirectly, in the aggregate, 5% or more of the issued and outstanding shares of the Company (on a non-diluted basis), such Shareholder Group shall be entitled to have its director nominee serve on the Compensation and Nominating Committee of the Board, provided that its director nominee is not one of our officers or a Member of the Immediate Family of any of our officers.

The rights of each Shareholder Group under the Investor Rights Agreement will terminate on the date after the first continuous 180 day period during which the shares owned, directly or indirectly, in the aggregate, by the Shareholder Group constitutes less than 5% of all of the issued and outstanding shares (on a non-diluted basis). In addition, the Investor Rights Agreement will terminate on the earlier of: (a) the date on which the Investor Rights Agreement is terminated by written agreement of the Berkshire Group Permitted Holders, the Hill Group Permitted Holders and us; and (b) our dissolution or liquidation.

"**Berkshire Group Permitted Holders**" means (i) the Berkshire Shareholder and any of its Affiliates, and (ii) any of Canada Retail Holdings, L.P., Berkshire Fund VI, Limited Partnership, Berkshire Investors III LLC, Berkshire Investors LLC, and any of their respective Affiliates, in each case provided that it is controlled, directly or indirectly, or managed by Berkshire Partners or an Affiliate of Berkshire Partners and includes Sixth Berkshire Associates LLC.

"**Hill Group Permitted Holders**" means (i) Brian Hill and any Members of the Immediate Family of Brian Hill and (ii) any Person controlled, directly or indirectly by one or more of the Persons referred to in clause (i). "**Permitted Holders**" means any of the Berkshire Group Permitted Holders and the Hill Group Permitted Holders.

The foregoing summary is qualified in its entirety by reference to the provisions of the Investor Rights Agreement. Any capitalized terms used but not defined in this summary are defined in our Annual Information Form. A copy of the Investor Rights Agreement is available under the Company's profile

on SEDAR at www.sedar.com and a summary of further details has been included in the Company's most recent Annual Information Form, which is also available under the Company's profile on SEDAR.

Advance Notice Provisions

The Company's Articles provide for certain advance notice of nominations of directors (the "**Advance Notice Provisions**"). The Advance Notice Provisions are intended to: (i) facilitate orderly and efficient annual general meetings or, where the need arises, special meetings; (ii) ensure that all shareholders receive adequate notice of Board nominations and sufficient information with respect to all nominees; and (iii) allow shareholders to register an informed vote. Only persons who are nominated by shareholders in accordance with the Advance Notice Provisions are eligible for election as directors at any annual meeting of shareholders, or at any special meeting of shareholders if one of the purposes for which the special meeting was called was the election of directors.

Under the Advance Notice Provisions, a shareholder wishing to nominate a director would be required to provide us notice, in the prescribed form, within the prescribed time periods. These time periods include, (i) in the case of an annual meeting of shareholders (including annual and special meetings), not less than 30 days prior to the date of the annual meeting of shareholders; provided, that if the first public announcement of the date of the annual meeting of shareholders (the "**Notice Date**") is less than 50 days before the meeting date, not later than the close of business on the 10th day following the Notice Date; and (ii) in the case of a special meeting (which is not also an annual meeting) of shareholders called for any purpose which includes electing directors, not later than the close of business on the 15th day following the Notice Date, provided that, in either instance, if notice-and-access is used for delivery of proxy related materials in respect of a meeting described above, and the Notice Date in respect of the meeting is not less than 50 days prior to the date of the applicable meeting, the notice must be received not later than the close of business on the 40th day before the applicable meeting.

A copy of the Company's Articles is available under the Company's profile on SEDAR at www.sedar.com.

Majority Voting Policy

In accordance with the requirements of the Toronto Stock Exchange ("**TSX**"), our Board has adopted a majority voting policy (the "**Majority Voting Policy**"), which requires that in an uncontested election of directors, if any nominee receives a greater number of votes "withheld" than votes "for", the nominee will tender a resignation to the Chair promptly following the Meeting. Our Compensation and Nominating Committee will consider such offer and make a recommendation to our Board whether to accept it or not. Our Board will promptly accept the resignation unless it determines, in consultation with our Compensation and Nominating Committee, that there are exceptional circumstances that should delay the acceptance of the resignation or justify rejecting it. Our Board will make its decision within 90 days following the meeting of shareholders and promptly announce it in a press release, and should the Board decline to accept the resignation, the press release will include the reasons for its decision. A director who tenders a resignation pursuant to the Majority Voting Policy will not participate in any meeting of our Board or our Compensation and Nominating Committee at which the resignation is considered.

Description of Proposed Director Nominees

The following sets our certain information regarding each of our nominee directors:

BRIAN HILL **Founder, Chief Executive Officer and Chair of the Board** Age: 57 British Columbia, Canada Director Since: 2005 Non-Independent: Mr. Hill is not independent by virtue of the fact that he is an executive officer of the Company.	Brian Hill, a third-generation retailer, has led us since the Hill family opened the first Aritzia store in Vancouver in 1984. Under his leadership, we have opened 87 retail stores in key markets in Canada and the U.S., in addition to developing and launching our eCommerce business. As an accomplished retailer, merchant, creative director and corporate strategist, Mr. Hill's vision and expertise have shaped us and driven our growth. He is intimately involved in all aspects of our business. In recognition of his creative and business strength, Mr. Hill was awarded the Henry Singer Award for Retail Excellence presented by the University of Alberta (2013), Distinguished Retailer of the Year presented by the Retail Council of Canada (2012), and was named Ernst & Young Entrepreneur Of The Year® for the Pacific Region (2008). Mr. Hill has a Bachelor of Arts (Honours) in Economics from Queen's University.
Board/Committee Membership[1]	**Meeting Attendance[2]**
Board (Chair)	5/5 (100%)

Securities Held:		
Multiple Voting Shares	**Subordinate Voting Shares**	**Securities Convertible into Subordinate Voting Shares**
24,537,349[3]	290,700[3]	Nil

JENNIFER WONG **President, Chief Operating Officer and Corporate Secretary** Age: 48 British Columbia, Canada Director Since: 2016 Non-Independent: Ms. Wong is not independent by virtue of the fact that she is an executive officer of the Company.	Jennifer Wong is our President and Chief Operating Officer, a position she has held since 2015. She has executive oversight of support functions including human resources, finance, information technology, supply chain, employee experience, communications, and enterprise risk management. Prior to her current role, Ms. Wong was named our chief operating officer in 2007 where she created and led our executive committee as its chair. Ms. Wong embodies Aritzia's culture, championing our business and leadership philosophies. She served as an executive sponsor to several successful strategic initiatives, most notably, the implementation of our new point of sale system (2017), launch of our eCommerce business (2012), implementation of our enterprise resource planning system (2008), relocation of our distribution centre (2008) and our U.S. expansion (2007). Ms. Wong began her tenure with us in 1987 as a part-time sales associate. She was recognized as one of Canada's Top 40 Under 40 (2008). Ms. Wong earned a Bachelor of Arts in Economics from the University of British Columbia.
Board/Committee Membership[1]	**Meeting Attendance[2]**
Board	4/5 (80%)

Securities Held:	
Subordinate Voting Shares	**Securities Convertible into Subordinate Voting Shares**
15,032	1,532,393 Options

ALDO BENSADOUN Age: 78 Québec, Canada Director Since: 2012 Independent	Aldo Bensadoun has served as an advisor since 2009, and as a member of our Board since 2012. Until March 2017, he was executive chairman of ALDO, a leading fashion retailer of footwear and accessories, which he founded in 1972 and led as chief executive officer until 2011. Among other awards, Mr. Bensadoun was appointed as a Companion to the Order of the Business Hall of Fame in 2011. In addition to serving on our Board, Mr. Bensadoun serves as director of Hope and Cope, a Montreal-based, non-profit organization focused on cancer research. Mr. Bensadoun earned a Bachelor of Commerce from McGill University where he is an Honorary Lifetime Member of the International Advisory Board.
Board/Committee Membership[1]	**Meeting Attendance[2]**
Board Compensation and Nominating Committee	4/5 (80%) 3/4 (75%)

Securities Held	
Subordinate Voting Shares	**Securities Convertible into Subordinate Voting Shares**
1,754,120[4]	Nil

KEVIN CALLAGHAN Age: 57 Massachusetts, United States Director Since: 2005 Non-Independent: Mr. Callaghan is not independent by virtue of the fact that he is a managing director of Berkshire Partners, one of the Company's principal shareholders.	Mr. Callaghan is a managing director of Berkshire Partners, which he joined in 1987. He became a managing director of Berkshire Partners in 1994. Before joining Berkshire Partners, Mr. Callaghan worked in Lehman Brothers' investment banking group. In addition to serving on our Board, Mr. Callaghan currently serves as a director of Implus, Parts Town and Kendra Scott Design, Inc. He has actively participated in private equity transactions for nearly 30 years and has served as a director of several Berkshire Partners' retail and consumer portfolio companies, including Fresh Start Bakeries, Gold Coast Beverage Distributors, and Savers. Mr. Callaghan earned a Bachelor of Science in Engineering from Princeton University and a Masters of Business Administration from Stanford University.
Board/Committee Membership[1]	**Meeting Attendance[2]**
Board	5/5 (100%)

Securities Held:[5]	
Subordinate Voting Shares	**Securities Convertible into Subordinate Voting Shares**
Nil	Nil

JOHN E. CURRIE Age: 62 British Columbia, Canada Director Since: 2016 Lead Director Independent	John Currie served as the Chief Financial Officer of lululemon athletic inc from 2007 until his retirement in 2015. Prior to joining lululemon, Mr. Currie worked for Intrawest Corporation, a provider of destination resorts and leisure travel, from 1989 to 2006, including as Chief Financial Officer from 2004 to 2006. Prior to joining Intrawest, Mr. Currie was a specialist in international taxation with a major accounting firm and within the BCE Group, a telecommunications service provider. He currently serves as a director of the Vancouver Airport Authority, Bojangles Inc., and several privately held companies. Mr. Currie has previously served as a director of Hathor Exploration Limited and Coastal Contacts Inc. Mr. Currie is a Chartered Professional Accountant, and earned a Bachelor of Commerce degree from the University of British Columbia. **Public Board Memberships: Bojangles', Inc.**
Board/Committee Membership[1]	**Meeting Attendance[2]**
Board Audit Committee (Chair) Compensation and Nominating Committee	5/5 (100%) 4/4 (100%) 4/4 (100%)

Securities Held:	
Subordinate Voting Shares	**Securities Convertible into Subordinate Voting Shares**
27,100	Nil

RYAN HOLMES Age: 43 British Columbia, Canada Director Since: 2016 Independent	Ryan Holmes is Chief Executive Officer of Hootsuite, a company that provides social media management tools for businesses, which he founded in 2008. Prior to founding Hootsuite, Mr. Holmes founded Invoke Media, a digital marketing agency in 2000. Mr. Holmes serves as a director of Payfirma and Invoke Media. He co-founded and serves as chair of the board of directors of The Next Big Thing, a national charitable organization focused on entrepreneurship.
Board/Committee Membership[1]	**Meeting Attendance[2]**
Board Audit Committee	5/5 (100%) 4/4 (100%)

Securities Held:	
Subordinate Voting Shares	**Securities Convertible into Subordinate Voting Shares**
Nil	Nil

DAVID LABISTOUR Age: 62 British Columbia, Canada Director Since: 2016 Independent	David Labistour has led Mountain Equipment Co-operative ("MEC") as Chief Executive Officer since 2008. Previously, Mr. Labistour headed MEC's buying and design team. He has over 25 years of experience in the fashion retail industry working for Aritzia and companies such as Adidas and Woolworths. Mr. Labistour was the chair of the governance committee that founded the Sustainable Apparel Coalition, a member of the outdoor industry board, and is currently on the board of governors and executive committee of the Business Council of British Columbia. Mr. Labistour studied at the University of Cape Town.
Board/Committee Membership[1]	**Meeting Attendance[2]**
Board Audit Committee	5/5 (100%) 4/4 (100%)

Securities Held:	
Subordinate Voting Shares	**Securities Convertible into Subordinate Voting Shares**
Nil	Nil

MARNI PAYNE Age: 42 Massachusetts, United States Director Since: 2013 Non-Independent: Ms. Payne is not independent by virtue of the fact that she is a managing director of Berkshire Partners, one of the Company's principal shareholders.	Ms. Payne is a managing director of Berkshire Partners, which she initially joined in 2000. Ms. Payne became a managing director of Berkshire Partners in 2015. Before joining Berkshire Partners, Ms. Payne was a business analyst at McKinsey & Co. She has worked extensively with Berkshire Partners' retail and consumer portfolio companies, including Citizens of Humanity, Opening Ceremony, Portillo's, and Savers. In addition to serving on our Board, Ms. Payne is a director of Opening Ceremony and Kendra Scott Design, Inc. Ms. Payne earned a Bachelor of Arts from Dartmouth College and a Masters of Business Administration from Harvard Business School.
Board/Committee Membership[1]	**Meeting Attendance[2]**
Board Compensation and Nominating Committee (Chair)	5/5 (100%) 4/4 (100%)

Securities Held:[5]	
Subordinate Voting Shares	**Securities Convertible into Subordinate Voting Shares**
Nil	Nil

GLEN SENK Age: 62 Florida, United States Director Since: 2016 Non-Independent: Mr. Senk is not independent by virtue of the fact that he is an advisory director to Berkshire Partners, one of the Company's principal shareholders.	Glen Senk is the chairman and chief executive officer of Front Row Partners, which he founded in 2014. Previously, Mr. Senk served as the chief executive officer of David Yurman from 2012 to 2014, and as the chief executive officer of Urban Outfitters from 2007 to 2012. He currently serves on the board of directors of Opening Ceremony, Kendra Scott Design, Inc. and JP Boden Holdings, and has previously served on the board of directors of Urban Outfitters, Bare Escentuals, Melissa & Doug, Tory Burch, David Yurman, and Cooking.com. Mr. Senk earned a Bachelor of Arts from New York University and a Masters of Business Administration from the University of Chicago Booth School of Business.
Board/Committee Membership[(1)]	**Meeting Attendance[(2)]**
Board	4/5 (80%)

Securities Held:	
Subordinate Voting Shares	**Securities Convertible into Subordinate Voting Shares**
Nil	Nil

Notes:

(1) The director is currently a member of each Board committee noted.
(2) Attendance figures reflect Board and Board committee meetings held for Fiscal 2018.
(3) The Multiple Voting Shares are owned by AHI Holdings Inc. and the Subordinate Voting Shares are owned by Sven Holdings Inc. Voting and investment determinations with respect to the shares held by each of these entities are made by Brian Hill.
(4) 1,703,316 of the Subordinate Voting Shares are held by Sweet Park Holdings Ltd. a holding company owned and controlled by Aldo Bensadoun and 50,804 of the Subordinate Voting Shares are held by Aldo Bensadoun.
(5) In light of their respective relationships to Berkshire Partners, Marni Payne and Kevin Callaghan may be deemed to have shared control or direction over the Multiple Voting Shares held by certain Berkshire Partners Affiliates. Both directors disclaim any beneficial ownership of any such shares. See the discussion under "Other Important Information – Principal Holders of Voting Securities".

Cease Trade Orders

To the knowledge of the Company and based upon information provided by the proposed director nominees, none of the proposed director nominees is, as at the date of this Circular, or has been, within 10 years before the date of this Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that, while such person was acting in that capacity (or after such person ceased to act in that capacity but resulting from an event that occurred while that person was acting in such capacity), was subject to a cease trade order, an order similar to a cease trade order, or an order that denied the company access to any exemption under securities legislation, in each case, for a period of more than 30 consecutive days.

Bankruptcies

To the knowledge of the Company and based upon information provided by the proposed director nominees, none of the proposed director nominees:

(a) is, as at the date of this Circular, or has been within 10 years before the date of the Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or

(b) has, within the last 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

Securities Penalties or Sanctions

To the knowledge of the Company and based upon information provided by the proposed director nominees, none of the proposed director nominees has been subject to: (i) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or (ii) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable security holder in deciding whether to vote for a proposed director.

APPOINTMENT OF INDEPENDENT AUDITORS

The Board recommends that PricewaterhouseCoopers LLP be reappointed as auditors, and that the Board be authorized to fix the auditors' remuneration. The auditors will serve until the end of the next annual shareholder meeting or until a successor is appointed.

Information about the fees paid to the auditors of the Company may be found in our most recent Annual Information Form under the heading "Audit Committee – External Auditor Service Fees", which is available under the Company's profile on SEDAR at www.sedar.com.

If you do not specify how you want your shares voted, the individuals named as proxyholders in the enclosed proxy form intend to cast the votes represented by proxy at the Meeting FOR the appointment of PricewaterhouseCoopers LLP as our auditors until the next annual meeting, and authorization of the Board to fix PricewaterhouseCoopers LLP's remuneration.

STOCK OPTION PLAN RENEWAL, AMENDMENT AND RESTATEMENT

In connection with our IPO in October 2016, the Company established a new stock option plan (the "**Stock Option Plan**") pursuant to which stock options may be granted to our directors, executive officers, employees and consultants. The Stock Option Plan is further described under "Stock Option Plan" below.

The purpose of the Stock Option Plan is to reward eligible participants for superior performance and is intended to align their interests with those of shareholders towards an increase in the price of the Subordinate Voting Shares, while the term and vesting periods (described below) promote retention.

Currently, the Stock Option Plan provides that the maximum number of Subordinate Voting Shares that can be issued to participants under the Stock Option Plan and all other Share Compensation Arrangements (as defined in the Stock Option Plan) is 5% of the aggregate number of Subordinate Voting Shares and Multiple Voting shares issued and outstanding from time to time, which represents 5,615,084 Subordinate Voting Shares as of the date hereof.

All of the Subordinate Voting Shares covered by exercised, cancelled or terminated options granted under the Stock Option Plan automatically become available Subordinate Voting Shares for the purposes of options that may be subsequently granted under the Stock Option Plan. As a result, the Stock Option Plan is considered an "evergreen" plan, which requires shareholder approval every three years pursuant to the rules of the Toronto Stock Exchange. While the Stock Option Plan became effective on October 3, 2016, the Board has determined to seek shareholder approval at the Meeting, as set out in the Stock Option Plan Renewal and Amendment Resolution below, concurrent with the review and consideration of the Stock Option Plan Amendments (as such terms are defined below).

During Fiscal 2018, a total of 2,786,295 stock options were granted under the Stock Option Plan. As of May 25, 2018, there were 4,980,033 issued and outstanding stock options under the Stock Option Plan, representing 4.4% of the issued and outstanding shares of the Company. This includes a total of 954,339 stock options granted in reliance upon an exception under the TSX Company Manual for awards used as an inducement to individuals or companies not previously employed by and not previously insiders of an issuer (referred to as the "**TSX Inducement Exception**"). As of the same time, 635,051 Subordinate Voting Shares remained available for future issuance under the Stock Option Plan, representing 0.6% of Aritzia's issued and outstanding shares.

As noted above, currently under the Stock Option Plan, the aggregate number of Subordinate Voting Shares issuable under the Stock Option Plan and under all other Share Compensation Arrangements of the Company cannot exceed 5% of the total number of shares issued and outstanding, provided that the options issued and outstanding under the Legacy Option Plan at the time of the IPO (the "**Legacy Plan Reserve**") are not included for the purposes of calculating such limit. The purpose of the Stock Option Plan Amendments (defined below) is to ensure that a sufficient number of Subordinate Voting Shares remain reserved for issuance under the Stock Option Plan to enable us to continue our current practice of granting options to eligible persons as a component of our long-term incentive program, which aims to align eligible persons' interests with shareholders by rewarding them for increases in the Company's share price. The Stock Option Plan Amendments increase the maximum number of Subordinate Voting Shares issuable under the Stock Option Plan and all other Share Compensation Arrangements from 5% to 10% of the issued and outstanding shares (the "**Maximum Issuable**"), and clarify that issuances from treasury made in reliance upon the TSX Inducement Exception are not included for the purposes of determining the Maximum Issuable. The Legacy Plan Reserve shall continue to be excluded for purposes of calculating the Maximum Issuable.

The Board of Directors previously approved an amendment to the Stock Option Plan on May 9, 2018 to add an insider participation limit, which became effective upon approval. Accordingly, the aggregate number of Aritzia's Subordinate Voting Shares (i) issued to insiders within any one (1) year period, or (ii) issuable to insiders at any time under Stock Option Plan, alone or when combined with all other Share Compensation Arrangements of the Company, cannot exceed 10% of Aritzia's shares issued and outstanding from time to time.

Further, the following additional amendments to the Stock Option Plan (the "**Stock Option Plan Amendments**") were also approved by the Board of Directors on May 9, 2018, which Stock Option Plan Amendments are subject to Shareholder approval at the Meeting:

- an increase in the maximum number of Subordinate Voting Shares issuable under the Stock Option Plan upon the exercise of stock options and all other Share Compensation Arrangements by 5% to 10% of the issued and outstanding shares, representing an increase of 5,615,084 Subordinate Voting Shares issued and outstanding as at the date of this Circular (the "**Stock Option Plan Reserve Amendment**");

- an amendment to the Stock Option Plan to clarify that any issuance from treasury that is or was issued in reliance upon the TSX Inducement Exception shall not be included for the purposes of determining the Maximum Issuable.

This discussion is qualified in its entirety by the text of the Amended and Restated Stock Option Plan, which will be substantially in the form of Appendix "B".

At the Meeting, you will be asked to approve a resolution approving the Stock Option Plan Amendments (the "**Stock Option Plan Renewal and Amendment Resolution**") as follows:

Resolved that:

1. *the Amended and Restated Stock Option Plan set out in Appendix "B" to the Management Information Circular of the Company dated May 25, 2018, including amendments to increase the maximum number of Subordinate Voting Shares issuable under the Stock Option Plan to 10% of the issued and outstanding shares and to clarify that any issuance from treasury that is or was issued in reliance upon the TSX Inducement Exception shall not be included for the purposes of determining the Maximum Issuable, is hereby approved;*
2. *all unallocated options under the Amended and Restated Stock Option Plan be and are hereby approved;*
3. *the Company shall have the ability to continue granting options under the Stock Option Plan until July 10, 2021, which is the date that is three (3) years from the date of the shareholder meeting at which shareholder approval is being sought; and*
4. *any one director or officer of the Company be and is hereby authorized to do such things and to sign, execute and deliver all documents that such directors and officers may, in their discretion, determine to be necessary in order to give effect to the intent and purpose of this resolution.*

The Board of Directors recommends that Shareholders vote **FOR** the Stock Option Plan Renewal and Amendment Resolution.

Unless a proxy specifies that the shares it represents should be voted against the Stock Option Plan Renewal and Amendment Resolution or voted in accordance with the specification in the proxy, the persons named in the enclosed form of proxy intend to vote FOR the passing of the Stock Option Plan Renewal and Amendment Resolution approving the Stock Option Plan Amendments.

EXTENSION OF STOCK OPTION EXPIRY DATES

On October 5, 2017, the Compensation and Nominating Committee and the Board of Directors ratified, confirmed and approved an extension of pre-IPO option grants made under the Legacy Option Plan to certain Company employees (comprising of 613,040 Subordinate Voting Shares underlying such options, none of which are granted to reporting insiders) to August 4, 2019. Most of these options had been granted years prior to the Company's IPO in October 2016 and had exercise prices below the IPO price of $16.00. In connection with the extension, the Company and the option holders entered into contractual restrictions on transfer ranging from 6 to 12 months in respect of approximately 95.8% of the Subordinate Voting Shares underlying all outstanding options granted under the Legacy Option Plan.

An aggregate of 111,116 options were granted to Jennifer Wong, President and Chief Operating Officer of the Company, on June 25, 2007 with exercises prices of $1.50 and $2.41 (the "**2007 Options**") and 1,007 options granted on December 1, 2008 with an exercise price of $2.69, which were set to expire on April 4, 2018 and December 1, 2018, respectively and in aggregate represent 0.1% of the issued and outstanding shares as at the date of this Circular. These option grants made under the Company's Legacy Option Plan are collectively referred to as the "**Legacy Options**". The Compensation and Nominating Committee and the Board of Directors ratified, confirmed and approved, subject to TSX approval which has been obtained, the same extension of the expiry date for these options (the "**Option Extension**"). The Compensation and Nominating Committee considered the significant retention value of the options, and appreciated Ms. Wong's preference towards long-term holding and ownership.

These options cannot be exercised until such time that the shareholders of the Company have approved and ratified the Option Extension at the Meeting. Should shareholders fail to approve and ratify this, the Legacy Options will terminate in accordance with their terms and the 2007 Options will be deemed to have been cancelled unexercised. At the Meeting, you will be asked to consider and if thought fit, approve an ordinary resolution approving the ratification of a resolution of the Board of Directors to extend the expiry date of the Legacy Options outstanding under the Company's Legacy Option Plan to August 4, 2019 (the "Option Extension Resolution") as follows:

Resolved that:

1. *the extension of the expiry date of 111,116 stock options granted to Jennifer Wong on June 25, 2007 and of 1,007 stock options granted to Jennifer Wong on December 1, 2008 under the Legacy Option Plan to August 4, 2019 is hereby approved; and*
2. *any one director or officer of the Company be and is hereby authorized to do such things and to sign, execute and deliver all documents that such directors and officers may, in their discretion, determine to be necessary in order to give effect to the intent and purpose of this resolution.*

The Board of Directors recommends that Shareholders vote **FOR** the Option Extension Resolution. As an insider of the Company entitled to receive a benefit under the Option Extension, Ms. Wong is not entitled to vote the 15,032 Subordinate Voting Shares held directly or indirectly by her or by her associates or affiliates in respect of the Option Extension Resolution.

Unless a proxy specifies that the shares it represents should be voted against the Option Extension Resolution or voted in accordance with the specification in the proxy, the persons named in the enclosed form of proxy intend to vote FOR the passing of the Option Extension Resolution.

DIRECTOR COMPENSATION

Our directors' compensation program is designed to attract and retain the most qualified individuals to serve on our Board. Our Compensation and Nominating Committee is responsible for reviewing and approving any changes to the directors' compensation arrangements. In consideration for serving on our Board, each director that is not an employee is paid an annual retainer which may, at our Board's discretion, be paid in cash or in some combination of cash and Deferred Share Units ("**DSUs**"). Directors are also reimbursed for their reasonable out-of-pocket expenses incurred while serving as directors. Since the completion of our IPO, 60% of our directors' Board retainer has been paid in the form of DSUs (with the exception of our Lead Director, who receives 48% of his Board Retainer in DSUs). With respect to DSUs, once a director ceases to be a member of the Board, DSUs will be settled by making a cash payment equal to the number of DSUs multiplied by the volume-weighted average trading price of the Subordinate Voting Shares on the TSX for a reasonable period preceding the settlement date.

In addition, pursuant to the Investor Rights Agreement, no director nominee of the Berkshire Group Permitted Holders who is a partner, principal, member of, or employee of Berkshire Partners or any of its affiliates is entitled to receive any compensation for his or her service as a director of our Board, other than persons who serve as an advisory director or consultant to Berkshire Partners.

The chart below outlines our director compensation program for our non-employee directors in Fiscal 2018.

Type of Fee		Amount
Board Retainer	Executive Chair	Nil
	Board Member[1]	$125,000/year
	Lead Director[2]	$135,000/year
Committee Retainer	Audit Committee Chair	$20,000/year
	Compensation and Nominating Committee Chair	Nil
	Committee Membership	Nil
Meeting Fees	Board / Committee Meeting	Nil

Notes:
(1) For Fiscal 2018 this compensation was comprised of $50,000 in cash and $75,000 in DSUs.
(2) For Fiscal 2018 this compensation was comprised of $60,000 in cash and $75,000 in DSUs.

Director Compensation Table

The following table sets out information concerning the Fiscal 2018 compensation earned by, paid to, or awarded to each director who is not also a named executive officer (as defined herein).

Name	Fees Earned ($)	Share-based awards[1] ($)	Option-based awards ($)	Non-equity incentive plan compensation ($)	Pension value ($)	All other compensation ($)	Total ($)
Aldo Bensadoun	$50,000	$75,000	Nil	Nil	Nil	Nil	$125,000
John E. Currie	$80,000	$75,000	Nil	Nil	Nil	Nil	$155,000
Ryan Holmes	$50,000	$75,000	Nil	Nil	Nil	Nil	$125,000
David Labistour	$50,000	$75,000	Nil	Nil	Nil	Nil	$125,000
Glen Senk	$50,000	$75,000	Nil	Nil	Nil	Nil	$125,000

Notes:
(1) These share-based awards are comprised of DSUs, as noted under "Director Compensation" above.

Outstanding Option-Based and Share-Based Awards

The following table sets out, for each director who is not also a named executive officer, information concerning all option-based and share-based awards outstanding as at February 25, 2018.

Name	Number of securities underlying unexercised options (#)	Option exercise price ($)	Option expiration date	Value of unexercised in-the-money options ($)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested ($)	Market or payout value of share-based awards not paid out or distributed ($)[1]
Aldo Bensadoun	N/A	N/A	N/A	N/A	_	_	$73,321.38
John E. Currie	N/A	N/A	N/A	N/A	_	_	$73,321.38
Ryan Holmes	N/A	N/A	N/A	N/A	_	_	$73,321.38
David Labistour	N/A	N/A	N/A	N/A	_	_	$73,321.38
Glen Senk	N/A	N/A	N/A	N/A	_	_	$73,321.38

Notes:

(1) For the purposes of attributing a market value to the shares underlying the share-based awards, being DSUs, the value is calculated based on the closing price per Subordinate Voting Share of $12.54 on February 23, 2018, the last trading day of Fiscal 2018. This amount may not represent the actual value of the share-based awards upon distribution, as the value of the shares underlying these awards may be of greater or lesser value on vesting based on the market value of the Subordinate Voting Shares at that time.

Incentive Plan Awards – Value Vested or Earned During the Year

Name	Option-based awards – Value vested during the year ($)	Share-based awards – Value vested during year ($)	Non-equity incentive plan compensation – Value earned during the year ($)
Aldo Bensadoun	N/A	$75,000	N/A
John E. Currie	N/A	$75,000	N/A
Ryan Holmes	N/A	$75,000	N/A
David Labistour	N/A	$75,000	N/A
Glen Senk	N/A	$75,000	N/A

Notes:

(1) The DSUs are deemed to immediately vest upon being awarded. For the purposes of attributing the value vested during the fiscal year, we used the fair market value of the DSU on the date of issuance.

COMPENSATION DISCUSSION AND ANALYSIS

Overview

The following discussion describes the significant elements of the compensation of our Founder and Chief Executive Officer, President and Chief Operating Officer, Chief Financial Officer, Chief Information Officer, Executive Vice President, Retail, and Senior Vice President, Digital (collectively, the "**named executive officers**" or "**NEOs**"), namely:

- Brian Hill, *Founder and Chief Executive Officer*;
- Jennifer Wong, *President and Chief Operating Officer*;
- Todd Ingledew, *Chief Financial Officer*;
- Dave MacIver, *Chief Information Officer;*
- Pippa Morgan, *Executive Vice President, Retail; and*
- Jed Paulson, *Senior Vice President, Digital.*

We operate in a dynamic and rapidly evolving market. To succeed in this environment and to achieve our business and financial objectives, we need to attract, retain and motivate a highly talented team of executive officers. We expect our team to possess and demonstrate strong leadership and management capabilities, as well as foster our culture, which is at the foundation of our success and remains a pivotal part of our everyday operations.

Our executive officer compensation program is designed to achieve the following objectives:

- provide market-competitive compensation opportunities in order to attract and retain talented, high-performing and experienced executive officers, whose knowledge, skills and performance are critical to our success;
- motivate our executive officers to achieve our business and financial objectives;
- align the interests of our executive officers with those of our shareholders by tying a meaningful portion of compensation directly to the long-term value and growth of our business; and
- provide incentives that encourage appropriate levels of risk-taking by our executive officers and provide a strong pay-for-performance relationship.

We offer our executive officers cash compensation in the form of base salary and an annual bonus, and equity-based compensation which has historically been awarded in the form of stock options under the Legacy Option Plan (discussed below) and, since our IPO in 2016, has been awarded in the form of stock options under our new stock option plan dated October 3, 2016 (the "**Stock Option Plan**"). See "– Principal Elements of Compensation – Stock Option Plan".

We believe that equity-based compensation awards motivate our executive officers to achieve our business and financial objectives, and also align their interests with the long-term interests of our shareholders. We provide base salary to compensate employees for their day-to-day responsibilities, at levels that we believe are necessary to attract and retain executive officer talent.

While we have determined that our current executive officer compensation program is effective at attracting and maintaining executive officer talent, we evaluate our compensation practices on an

ongoing basis to ensure that we are providing market-competitive compensation opportunities for our executive team. As part of this review process, we expect to be guided by the philosophy and objectives outlined above, as well as other factors which may become relevant, including the ability to attract and retain key employees and to adapt to growth and other changes in our business and industry.

In Fiscal 2019, we have begun reviewing our compensation philosophy, peer group, equity compensation, and other key aspects of executive compensation to ensure our programs are aligned with Aritzia's business strategy and goals. Specifically, we plan to implement restricted share units as a new long-term incentive tool, and review our long-term incentive granting frequency.

Compensation Governance

Our Compensation and Nominating Committee is responsible for assisting our Board in fulfilling its governance and supervisory responsibilities, and overseeing our human resources, succession planning, and compensation policies, processes and practices. Our Compensation and Nominating Committee is also responsible for ensuring that our compensation policies and practices provide an appropriate balance of risk and reward consistent with our risk profile. In addition, our directors and executive officers are prohibited from purchasing financial instruments (such as prepaid variable forward contracts, equity swaps or collars) designed to hedge or offset a decrease in the market value of their shares in Aritzia.

As part of its mandate, the Compensation and Nominating Committee considers from time to time the implementation or enhancement of practices in light of governance best practices. In Fiscal 2019 these will include the consideration of the implementation of features such as clawback policies and share ownership guidelines. Additionally, the Compensation and Nominating Committee's mandate includes conducting a review of the risks associated with our compensation policies and practices from time to time, to confirm the appropriateness of our programs and policies. This includes considering and assessing the implications of risks associated with the Company's compensation policies and practices. The Company's practice of compensating its officers primarily through a mix of salary and stock options is designed to mitigate risk by: (i) ensuring that the Company retains such officers; and (ii) aligning the interests of its officers with the short-term and long-term objectives of Aritzia and our shareholders. As at the date of this Circular, the Board had not identified risks arising from our compensation policies and practices that are reasonably likely to have a material adverse effect on the Company.

Our Board has adopted a written charter for our Compensation and Nominating Committee setting out its responsibilities, among other things, for administering our compensation programs and reviewing and making recommendations to our Board concerning the level and nature of the compensation payable to our directors and officers. Our Compensation and Nominating Committee's oversight includes reviewing objectives, evaluating performance and ensuring that total compensation paid to our executive officers, personnel who report directly to our CEO and various other key executive officers and managers is fair, reasonable and consistent with the objectives of our philosophy and compensation program. See also "Corporate Governance – Committees of our Board – Compensation and Nominating Committee."

Women in leadership

As discussed further in our "Board and Executive Management Diversity" section, championing, supporting, and growing women in leadership and across all levels of the organization is core to Aritzia's beliefs. We are proud to state that 85% of our employee base is made up of women, including 47% of the Aritzia Leadership Team. Women's growth and equal opportunity for all is truly deep-rooted in our values as a company.

Peer group

In Fiscal 2019, we have retained Mercer Canada to support the development of a relevant compensation peer group comprised of our closest comparators that takes into account Aritzia's growth since IPO, geography, industry, revenue size, market capitalization size, and core business focus.

Independent compensation consultant

In Fiscal 2017, we retained Willis Towers Watson to provide services to us in connection with executive officer and director compensation matters. The Executive Compensation-Related Fees paid to Willis Towers Watson for the foregoing services were $164,524.01 in Fiscal 2017. Willis Towers Watson did not provide any other services to the Company, or any of its directors or executive officers, outside of compensation-related services.

In Fiscal 2018, we did not retain a consulting firm in relation to compensation matters. In February 2018, as noted above, we retained Mercer Canada to support our Fiscal 2019 review of pay benchmarking, equity programs, and other key components of executive and director compensation. Mercer Canada does not provide any other services to the Company or any of its directors or executive officers outside of compensation-related services.

Principal elements of compensation

The compensation of our executive officers in Fiscal 2018 includes three major elements: (i) base salary, (ii) short-term incentives, consisting of an annual bonus, and (iii) long-term equity incentives, consisting of stock options granted from time to time under the Stock Option Plan. Perquisites and personal benefits are not a significant element of compensation of our executive officers.

The compensation paid to our NEOs for the year ended February 25, 2018 is summarized below under the heading "Summary Compensation Table".

Base salaries

Base salary is provided as a fixed source of compensation for our executive officers. Adjustments to base salaries are expected to be determined annually and may be increased based on the executive officer's success in meeting or exceeding individual objectives, as well as to maintain market competitiveness. Additionally, base salaries can be adjusted as warranted throughout the year to reflect promotions or other changes in the scope or breadth of an executive officer's role or responsibilities. No increases were made to NEO base salaries in Fiscal 2018.

Annual bonuses

Annual bonuses are designed to motivate our executive officers to meet our business and financial objectives generally and our annual financial performance targets in particular. Annual bonuses are earned and measured with reference solely to profitability. Individual bonus payouts increase or decrease depending on how much actual profitability for the fiscal year deviates from our profitability targets, taking into account the impact of certain items we consider non-recurring and not representative of our ongoing operating performance and any further adjustments that may be made from time to time for other irregular items, as determined and approved by our Compensation and Nominating Committee. We have not disclosed our specific annual profitability targets for competitive reasons.

Annual bonus targets are set as a percentage of the relevant executive officers' base salary, which varies based on his or her position level – up to a maximum of 80% to 140% of base salary in the case of executive officers, if maximum financial performance targets are achieved.

Long-term incentives

In Fiscal 2018, our long-term incentive program consisted of stock options granted to executives from time to time to reward them for superior performance. Additionally, they are intended to align executives' interests with those of shareholders towards an increase in the price of the Subordinate Voting Shares, while the ten-year term and the five-year vesting periods promote retention. All stock options vest 20% per year over 5 years (see "Legacy Option Plan" and "Stock Option Plan" below).

At the Meeting, we have submitted a request to increase our option pool to ensure we can support our strategic hiring needs going forward. That being said, in Fiscal 2019, we plan to implement cash-settled restricted share units, and will work with Mercer Canada to assess if other long-term incentive alternatives would be appropriate for Aritzia. Additionally, we will evaluate our granting approach and share ownership guidelines, among other key long-term incentive governance provisions.

Legacy Option Plan

In 2005, we established our Amended and Restated 2005 Equity Incentive Plan, which was further amended and restated as of closing of our IPO (the "**Legacy Option Plan**"), to advance our interests by enhancing our ability to attract and retain able directors, employees, consultants and advisers, to reward such individuals for their contributions and to encourage such individuals to take into account our long-term interests through the granting of options to acquire Class A Common Shares or Class D Common Shares. In connection with our IPO, options previously issued and outstanding under the Legacy Option Plan became options to acquire Subordinate Voting Shares. As at the date of this Circular, a total of 7,446,682 options are issued and outstanding under the Legacy Option Plan, representing approximately 6.6% of the issued and outstanding shares and approximately 1.2% of the voting power attached to all of our shares. No further awards will be granted under the Legacy Option Plan.

The Legacy Option Plan provides that appropriate adjustments, if any, will be made by our Board in connection with any subdivision, combination or reclassification of our shares, or other change in our share capital, including adjustments to the exercise price and/or the number of Subordinate Voting Shares to which an optionee is entitled upon exercise of options. In connection with our IPO, the Legacy Option Plan was also amended and restated to give effect to, among other things; (i) the addition of provisions that permit the extension of options during blackout periods, and (ii) the inclusion of terms and conditions required by the TSX, such as provisions and restrictions relating to amendment of the Legacy Option Plan or outstanding options similar to those applicable to the Company's Stock Option Plan.

Stock Option Plan

The Stock Option Plan allows for the grant of options to our directors, executive officers, employees and consultants. Our Board is responsible for administering the Stock Option Plan. In accordance with the provisions of the Stock Option Plan, this responsibility has been delegated to the Compensation and Nominating Committee, although certain matters may be presented to the Board for review and/or approval as appropriate. The following is a summary of the material attributes and characteristics of the Stock Option Plan.

Our Compensation and Nominating Committee shall from time to time designate the directors, executive officers, employees or consultants to whom options shall be granted under the Stock Option Plan. Only options to acquire Subordinate Voting Shares may be granted under the Stock Option Plan.

As at the date of this Circular, a total of 4,980,033 options are issued and outstanding under the Stock Option Plan (which includes 954,339 stock options issued under the TSX Inducement Exception), representing approximately 4.4% of the issued and outstanding shares and approximately 0.8% of the voting power attached to all of our shares. As at the same date, 635,051 Subordinate Voting Shares remained available for future issuance under the Stock Option Plan, representing 0.6% of the issued and outstanding shares and approximately 0.1% of the voting power attached to all of our shares. If the Stock Option Plan Amendments are approved at the Meeting, awards issued in reliance upon the TSX Inducement Exception will not be included for the purposes of calculating in the Maximum Issuable (see "Stock Option Plan Amendment and Restatement" above).

The maximum number of Subordinate Voting Shares reserved for issuance, in the aggregate, under our current Stock Option Plan and all other Share Compensation Arrangements is 5% of the aggregate number of shares issued and outstanding from time to time, which represents 5,615,084 Subordinate Voting Shares as of the date hereof. As a result, should the Company issue additional Subordinate Voting Shares in the future, the number of Subordinate Voting Shares issuable under the Stock Option Plan will increase accordingly. If the Stock Option Plan Amendments are approved at the Meeting, the maximum number of Subordinate Voting Shares that may be issued pursuant to the Stock Option Plan and all other Share Compensation Arrangements will be increased by 5% to 10% of the total issued and outstanding shares (see "Business of the Meeting – Stock Option Plan Amendments"). As previously noted, if the Stock Option Plan Amendments are approved at the Meeting, issuances from treasury made in reliance upon the TSX Inducement Exception will be excluded for the purposes of calculating the Maximum Issuable.

All of the Subordinate Voting Shares covered by exercised, cancelled or terminated options granted under the Stock Option Plan will automatically become available Subordinate Voting Shares for the purposes of options that may be subsequently granted under the Stock Option Plan. As a result, the Stock Option Plan is considered an "evergreen" plan since the Subordinate Voting Shares covered by options which have been exercised are available for subsequent grants under the Stock Option Plan and the number of options available to grant increases as the number of issued and outstanding Subordinate Voting Shares increases.

All options granted under the Stock Option Plan are approved by our Compensation and Nominating Committee in accordance with the terms of the Stock Option Plan with the exercise price determined on the applicable grant date, which shall not be less than the market price of the Subordinate Voting Shares at such time. For purposes of the Stock Option Plan, the market price of the Subordinate Voting Shares shall be the closing price for the Subordinate Voting Shares on the TSX on the last trading day before the day on which the option is granted. On May 9, 2018, the Board of Directors approved an amendment to the Stock Option Plan to add an insider participation limit, which provides that the aggregate number of Aritzia's Subordinate Voting Shares (i) issued to insiders within any one (1) year period, or (ii) issuable to insiders at any time under Stock Option Plan, alone or when combined with all other Share Compensation Arrangements of the Company, cannot exceed 10% of Aritzia's shares issued and outstanding from time to time.

An option shall be exercisable during a period established by our Compensation and Nominating Committee which shall commence on the date of the grant and shall terminate no later than ten years after the date of the granting of the option. The Stock Option Plan provides that the exercise period shall automatically be extended if the date on which it is scheduled to terminate shall fall during a blackout period. In such cases, the extended exercise period shall terminate ten business days after the last day of the blackout period. In order to facilitate the payment of the exercise price of the options, the Stock Option Plan has a cashless exercise feature pursuant to which a participant may elect to undertake either a broker assisted "cashless exercise" or a "net exercise" subject to the conditions set out in the Stock Option Plan, including the consent of the Board where required, in accordance with the following formula (as may be amended or adjusted from time to time):

Number of shares representing _____ options exercised		X
Number of shares to be withheld in satisfaction of payment for Exercise		
Aggregate Exercise Price ($) = Exercise Price * Number of shares	a	
Withholding Tax ($)	b	
Total cost of Exercise ($)	a + b	
Number of Shares representing total cost of exercise	(a + b) / Fair Market Value of one (1) share	Y
Number of shares to be issued to the participant		X-Y

Unless the Compensation and Nominating Committee decides otherwise, the Stock Option Plan provides that options will vest as to 20% each year for five years following the date of grant on each anniversary date following the date of grant.

The Stock Option Plan also provides that appropriate adjustments, if any, will be made in connection with a stock dividend or split, recapitalization, reorganization or other change of shares, consolidation, distribution, merger or amalgamation or similar corporate transaction, in order to maintain the optionees' economic rights in respect of their options in connection with such change in capitalization, including adjustments to the exercise price and/or the number of Subordinate Voting Shares to which an optionee is entitled upon exercise of options, or permitting the immediate exercise of any outstanding options that are not otherwise exercisable.

The following table describes the impact of certain events upon the rights of holders under the Stock Option Plan, including termination for cause, resignation, termination other than for cause, retirement, death or disability, subject to the terms of a participant's employment agreement, stock option certificate or as otherwise determined by our Compensation and Nominating Committee:

Event Provisions	Provisions
Termination for cause	Forfeiture of all vested and unvested options.
Resignation	Forfeiture of all unvested options and the earlier of the original expiry date and 30 days after resignation to exercise vested options.
Termination other than for cause	Forfeiture of all unvested options and the earlier of the original expiry date and 30 days after termination to exercise vested options.
Retirement	90 days vesting period after retirement for all unvested options and the earlier of the original expiry date and 90 days after retirement to exercise vested options.
Death or disability	12 month vesting period after death or disability for all unvested options and the earlier of the original expiry date and 12 months after death or disability to exercise vested options.

A participant's grant agreement or any other written agreement between a participant and us may provide that unvested options be subject to acceleration of vesting and exercisability in certain circumstances, including in the event of certain change of control transactions. Our Compensation and Nominating Committee may at its discretion, acting in good faith, accelerate the vesting of any outstanding options notwithstanding the previously established vesting schedule, regardless of any adverse or potentially adverse tax consequences resulting from such acceleration or, subject to applicable regulatory provisions and shareholder approval, extend the expiration date of any option, provided that the period during which an option is exercisable does not exceed ten years from the date such option is granted.

The Board may suspend or terminate the Stock Option Plan at any time, or from time to time amend or revise the terms of Stock Option Plan or of any granted Option, provided that no such suspension, termination, amendment or revision will be made, (i) except in compliance with applicable law and with the prior approval, if required, of the shareholders, the TSX or any other regulatory body having authority over us; and (ii) in the case of an amendment or revision, if it would materially adversely affect the rights of any participant, without the consent of the participant, provided however, subject to any applicable rules of the TSX, the Compensation and Nominating Committee may from time to time, in its absolute discretion and without the approval of shareholders, make the following amendments to the Stock Option Plan or any outstanding option:

- any amendment to the vesting and assignability provisions;
- any amendment regarding the effect of termination of a participant's employment or engagement;
- any amendment which accelerates the date on which any option may be exercised under the Stock Option Plan;
- any amendment to the definition of an eligible person under the Stock Option Plan;
- any amendment to add provisions permitting for the granting of cash-settled awards, a form of financial assistance or clawback provision and any amendment to a cash-settled award, financial assistance or clawback provision which is adopted;
- any amendment necessary to comply with applicable law or the requirements of the TSX or any other regulatory body;
- any amendment of a "housekeeping" nature, including, without limitation, to clarify the meaning of an existing provision of Stock Option Plan, correct or supplement any provision of the Stock Option Plan that is inconsistent with any other provision of the Stock Option Plan, correct any grammatical or typographical errors or amend the definitions in the Stock Option Plan;
- any amendment regarding the administration of the Stock Option Plan; and
- any other amendment that does not require the approval of the holders of Subordinate Voting Shares pursuant to the amendment provisions of the Stock Option Plan.

For greater certainty, our Board shall be required to obtain shareholder approval to make the following amendments:

- any increase in the maximum number of Subordinate Voting Shares that may be issuable pursuant to options granted under the Stock Option Plan;
- any reduction in the exercise price of an option or extension of the expiry date of an option benefitting an insider; and
- any amendment to the amendment provisions of the Stock Option Plan.

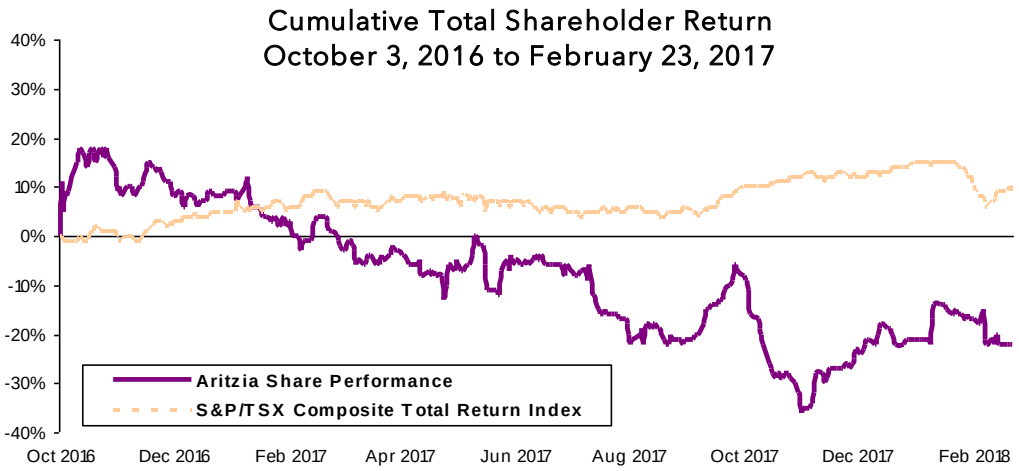
Except as specifically provided in the Stock Option Plan and as approved by our Board, options granted under the Stock Option Plan are generally not transferable or assignable other than by will or the laws of descent and distribution.

CEO pay

After our IPO in 2016, Mr. Hill elected to receive base pay and annual bonus of $2. In Fiscal 2018, Mr. Hill chose to forfeit 100% of his stock options (671,899) granted to him in connection with our IPO for no consideration in order to provide the Company with greater flexibility within the option pool from which the Company may further incentivize its current management. Mr. Hill remains fully committed to leading the Aritzia team for the foreseeable future and wants both the team and shareholders to benefit from the Company's long term value creation. In this connection, in Fiscal 2018 the Compensation and Nominating Committee made stock option grants to reward key employees of Aritzia for their superior performance following the IPO.

Performance Graph

The following graph compares the Company's cumulative total shareholder return to the S&P/TSX Composite Total Return Index, assuming reinvestment of any dividends and considering a $100 investment on October 3, 2016, being the date of Aritzia's IPO.



The S&P/TSX Composite Total Return Index tracks the share prices of the largest companies on the TSX measured by market capitalization. Stocks included in this index cover all sectors of the economy and are not significantly weighted in the retail or any other comparable industry, and are therefore not directly comparable to the Company. During the period covered by the performance graph the Company has delivered on a number of different measures we also use to track our success, including consistently positive comparable sales growth and strong revenue and adjusted EBITDA performance. Our compensation program is accordingly designed to align with the long-term success of the Company with a diligent focus on incentivizing performance for executing against our long-term growth strategy.

Summary Compensation Table

The following table sets out information concerning the compensation earned by, paid to, or awarded to the persons determined to be NEOs. As we became a reporting issuer during Fiscal 2017, in accordance with applicable securities laws, compensation information has not been presented with respect to Fiscal 2016. See also the footnotes to the table.

Name and Principal Position	Fiscal Year	Salary ($)	Share-based Awards ($)[2]	Option-Based Awards ($)	Non-equity Incentive Plan Compensation ($)		Pension Value ($)[4]	All Other Compensation ($)[5]	Total Compensation ($)
					Annual incentive plan[3]	Long-term incentive plans			
Brian Hill	2018	1	–	–	1	–	–	8,400	8,402
Founder and Chief Executive Officer	2017	399,423[1]	–	4,884,629	120,000	–	–	–	5,404,052
Todd Ingledew	2018	400,000	–	112,554	176,000	–	–	–	688,554
Chief Financial Officer[6]	2017	275,962	–	1,810,893	115,904	–	–	–	2,202,759
Jennifer Wong	2018	500,000	–	2,210,052	385,000	–	–	–	3,095,052
President, Chief Operating Officer and Corporate Secretary	2017	485,096	–	814,104	267,346	–	–	–	1,566,546
Jed Paulson	2018	181,731	–	1,919,876	348,000	–	–	–	2,449,607
Senior Vice President, Digital[7]	2017	–	–	–	–	–	–	–	–
Dave MacIver,	2018	400,000	–	1,105,026	264,000	–	–	–	1,769,026
Chief Information Officer	2017	361,538	–	442,402	203,538	–	–	–	1,007,478
Pippa Morgan	2018	400,000	–	–	264,000	–	–	–	664,000
Executive Vice President, Retail[8]	2017	413,567	–	1,783,485	207,528	–	–	–	2,404,580

Notes:

(1) Represents salary paid to Brian Hill in respect of the period from the beginning of Fiscal 2017 to the closing of our IPO, as, from and after closing of the IPO, Brian Hill's annual base salary is $1.

(2) We did not grant any share-based awards to our executive officers in Fiscal 2018 or Fiscal 2017.

(3) Amounts reflect the annual bonuses that will be paid to NEOs in respect of Fiscal 2018, which will be paid out in Fiscal 2019.

(4) We do not currently offer a deferred compensation plan or pension plan.

(5) With the exception of the CEO, none of the NEOs are entitled to perquisites or other personal benefits which, in the aggregate, are worth over $50,000 or over 10% of their base salary.

(6) Todd Ingledew was appointed Chief Financial Officer of the Company effective June 6, 2016.

(7) Jed Paulson was appointed Senior Vice President, Digital of the Company effective October 2, 2017. He received a sign-on bonus of $150,000 (included under Annual Incentive Plan).

(8) We have included additional disclosure in respect of Pippa Morgan given Ms. Morgan's position within Aritzia as Executive Vice President, Retail.

The grant date fair value of option-based awards was calculated based on the Black-Scholes option pricing model, which is consistent with the valuation for accounting purposes in accordance with IFRS 2, *Share-Based Payments*. The Black-Scholes fair value has been determined using a range of 6.0 to 7.0 years expected life, a volatility of 42.0% to 43.0%, a risk-free rate of between 1.59% and 2.08%, and a dividend yield of 0%.

Employment Agreements, Termination and Change of Control Benefits

We have written employment agreements with each of our NEOs and each executive is entitled to receive compensation established by us as well as other benefits in accordance with plans available to the most senior employees.

On October 3, 2016 we entered into a new employment agreement with Brian Hill setting forth the terms and conditions of his employment, which provides for his base salary and annual bonus, and includes, among other things, provisions regarding confidentiality, non-competition and non-solicitation, as well as eligibility for our benefit plans. In the case of termination of employment for cause, Mr. Hill's employment agreement provides that he is not entitled to notice or any payment in lieu thereof. In the case of termination of employment other than for cause, Mr. Hill's employment agreement provides that he is entitled to a termination payment equal to $3 million; provided, however, that where the termination occurs in connection with a change of control of the Company, Mr. Hill is entitled to a lump sum termination payment of $4.5 million and, notwithstanding any other plan or agreement, the vesting of all equity-based compensation, cash incentive awards or any other form of deferred remuneration.

On September 25, 2016, we entered into an employment agreement with Todd Ingledew setting forth the terms and conditions of his employment, which provides for his base salary, initial equity award and annual bonus, and which includes, among other things, provisions regarding confidentiality, non-competition and non-solicitation, as well as eligibility for our benefit plans. In the case of termination of employment for cause, Mr. Ingledew's employment agreement provides that he is not entitled to notice or any payment in lieu thereof. The employment agreement has been amended to provide that, in the case of termination of employment without cause, Mr. Ingledew will be entitled to a termination payment equal to a period of nine months of wages and bonus plus one month for each completed year of employment beyond one year to a maximum of 18 months.

On September 24, 2016, we entered into an amended employment agreement with Jennifer Wong setting forth the terms and conditions of her employment, which provides for her base salary and annual bonus, and which includes, among other things, provisions regarding confidentiality, non-competition and non-solicitation, as well as eligibility for our benefit plans. In the case of termination of employment for cause, Ms. Wong's employment agreement provides that she is not entitled to notice or any payment in lieu thereof. The employment agreement has been amended to provide that, in the case of termination of employment without cause, Ms. Wong will be entitled to a termination payment equal to one month of wages and bonus for each completed year of employment to a maximum of 24 months. In the event that the termination occurs in connection with a change of control of the Company, Ms. Wong will be entitled to a termination payment equal to 36 months.

On September 28, 2017, we entered into an employment agreement with Jed Paulson setting forth the terms and conditions of his employment, which provides for his base salary, initial equity award and annual bonus, and which includes, among other things, provisions regarding confidentiality, non-competition and non-solicitation, as well as eligibility for our benefit plan. In the case of termination for employment for cause, Mr. Paulson's employment agreement provides that he is not entitled to notice or any payment in lieu thereof. In the case of termination of employment without cause, Mr. Paulson will be entitled to, at the Company's option, working notice, his base salary in lieu of notice or a combination thereof, as follows: a termination payment equal to 12 months base salary (if length of

consecutive service is less than one year) or 12 months base salary plus one month for each additional completed year of employment beyond 1 year, to a maximum of 18 months (if length of consecutive service is more than one year). Further, any bonuses earned in respect of a completed fiscal year but not yet paid out on the date of termination without cause will be paid.

On September 22, 2016, we entered into an amended employment agreement with Dave MacIver setting forth the terms and conditions of his employment, which provides for his base salary, initial equity award and annual bonus, and which includes, among other things, provisions regarding confidentiality, non-competition and non-solicitation, as well as eligibility for our benefit plans. In the case of termination of employment for cause, Mr. MacIver's employment agreement provides that he is not entitled to notice or any payment in lieu thereof. The employment agreement has been amended to provide that, in the case of termination of employment without cause, Mr. MacIver will be entitled to a termination payment equal to one month of wages and bonus for each completed year of employment to a maximum of 18 months.

On September 17, 2016, we entered into an amended employment agreement with Pippa Morgan setting forth the terms and conditions of her employment, which provides for her base salary and annual bonus, and which includes, among other things, provisions regarding confidentiality, non-competition and non-solicitation, as well as eligibility for our benefit plans. In the case of termination of employment for cause, Ms. Morgan's employment agreement provides that she is not entitled to notice or any payment in lieu thereof. The employment agreement has been amended to provide that, in the case of termination of employment without cause, Ms. Morgan will be entitled to a termination payment equal to one month of wages and bonus for each completed year of employment to a maximum of 18 months.

The table below shows the incremental payments that would be made to our NEOs under the terms of their employment agreements upon the occurrence of certain events, if such events were to occur on February 25, 2018.

Name and Principal Position	Event	Severance ($)[1]	Options ($)[2]	Total ($)
Brian Hill,..... *Founder and Chief Executive Officer*	Termination other than for cause	3,000,000	N/A[3]	3,000,000
	Termination following a change of control	4,500,000	N/A[3]	4,500,000
Todd Ingledew,..... *Chief Financial Officer*	Termination other than for cause	414,000	193,966	607,966
Jennifer Wong,..... *President, Chief Operating Officer and Corporate Secretary*	Termination other than for cause	1,665,000	7,436,785	9,101,785
	Termination following a change of control	2,497,500	7,436,785	9,934,285
Jed Paulson, ... *Senior Vice President, Digital*	Termination other than for cause	621,000	Nil[4]	621,000
Dave MacIver,..... *Chief Information Officer*	Termination other than for cause	628,000	450,289	1,078,289

Name and Principal Position	Event	Severance ($)[1]	Options ($)[2]	Total ($)
Pippa Morgan…… *Executive Vice President, Retail*	Termination other than for cause	942,000	4,761,929	5,703,929

Notes:

(1) Severance payments are calculated based on the base salary and annual bonus we pay to our NEOs.

(2) The value of options is calculated based on the closing price per Subordinate Voting Share of $12.54 on February 23, 2018, the last trading day of Fiscal 2018.

(3) Brian Hill forfeited all options in Fiscal 2018.

(4) Jed Paulson was appointed Senior Vice President, Digital of the Company effective October 2, 2017. As a result, his options have not yet vested.

Outstanding Option-Based Awards and Share-Based Awards

The following table sets out information concerning the option-based and share-based awards granted to our NEOs that were outstanding as at the end of our most-recently completed financial year:

Name	Number of Subordinate Voting Shares underlying unexercised options[1]	Option exercise price ($)	Option expiration date	Value of unexercised in-the-money options[2] ($)	Number of shares that have not vested	Market or payout value of share-based awards that have not vested	Value of vested share-based awards not paid out or distributed
Brian Hill	Nil	–	–	–	–	–	
Todd Ingledew	177,950	7.09	June 10, 2026	969,828	–	–	
	46,245	16.00	October 03, 2023	Nil			
	18,993	14.04	July 17, 2024	Nil			
Jennifer Wong	73,876	1.50	August 04, 2019[3]	815,591	–	–	
	37,240	2.41	August 04, 2019[3]	377,241			
	1,007	2.69	August 04, 2019[3]	9,919			
	15,631	0.82	March 31, 2021	183,195			
	119,168	1.43	May 25, 2020	1,323,956			
	166,070	1.73	May 25, 2020	1,795,217			
	29,792	3.11	May 25, 2020	280,939			
	342	0.01	March 23, 2022	4,285			
	220,066	5.02	May 28, 2022	1,654,896			
	415,218	6.57	February 25, 2026	2,478,851			
	111,983	16.00	October 03, 2023	Nil			
	342,000	13.69	January 15, 2025	Nil			
Jed Paulson……	339,111	13.27	October 11, 2024	Nil	–	–	
Dave MacIver……..	11,864	4.50	November 25, 2022	95,387			
	11,864	3.57	June 07, 2023	106,420			
	124,526	3.99	December 01, 2024	1,064,697			
	60,854	16.00	October 03, 2023	Nil			
	171,000	13.69	January 15, 2025	Nil			
Pippa Morgan……..	81,325	1.43	May 25, 2020	903,521	–	–	
	20,331	3.11	May 25, 2020	191,721			

Name	Number of Subordinate Voting Shares underlying unexercised options[1]	Option exercise price ($)	Option expiration date	Value of unexercised in-the-money options[2] ($)	Number of shares that have n ot vested	Market or payout value of share-based awards that have not vested	Value of vested share-based awards not paid out or distributed
	18,479	0.82	March 31, 2021	216,574			
	166,070	1.73	March 31, 2021	1,795,217			
	220,066	5.02	May 28, 2012	1,654,896			
	245,325	16.00	October 3, 2016	Nil			

Notes:

(1) The options reflected in this column were granted under our Legacy Option Plan or pursuant to the Stock Option Plan. For a description of the terms of the options granted under our Legacy Option Plan, see "– Principal Elements of Compensation – Legacy Option Plan" and "– Principal Elements of Compensation – Stock Option Plan".

(2) Based on the closing price per Subordinate Voting Share of $12.54 on February 23, 2018, the last trading day of Fiscal 2018.

(3) On October 5, 2017, the Compensation and Nominating Committee, on behalf of the Board, and subject to TSX approval and shareholder ratification at the Meeting, approved the extension of the expiry date of these stock options to August 4, 2019. See the discussion under "Business of the Meeting - Extension of Stock Option Expiry Dates" above.

Incentive Plan Awards – Value Vested or Earned During the Year

The following table indicates, for each of our NEOs, a summary of the value of the option-based and share-based awards vested in accordance with their terms during Fiscal 2018:

Name and Principal Position	Option-Based Awards – Value Vested During the Year[1] ($)	Share-Based Awards – Value Vested During the Year ($)	Non-equity incentive plan compensation – Value Earned During the Year ($)
Brian Hill	Nil	–	–
Todd Ingledew	$287,211	–	–
Jennifer Wong	$947,734	–	–
Jed Paulson	Nil	–	–
Dave MacIver	$694,133	–	–
Pippa Morgan	$446,732	–	–

Note:

(1) The value of options vested during the year is calculated based on the closing price of the Subordinate Voting Shares on the applicable vesting date.

CORPORATE GOVERNANCE

General

The Board believes that sound corporate governance practices are essential to the proper management and operation of our business. This includes compliance with applicable regulatory requirements and best practices that go beyond the requirements mandated by regulation.

We recognize that good corporate governance plays an important role in our overall success and in enhancing shareholder value and, accordingly, we have adopted certain corporate governance policies and practices.

Disclosure of our governance practices as required under National Instrument 58-101 – *Disclosure of Corporate Governance Practices* ("NI 58-101") is set out below and describes our approach to corporate governance.

To comply with these various standards and achieve best practices, we have adopted comprehensive corporate governance policies and procedures. Our key policies and documents include the following:

- Mandate of the Board of Directors
- Charters of the Board Committees, including the Audit Committee and the Compensation and Nominating Committee
- Code of Conduct
- Whistleblower Policy
- Disclosure Policy
- Trading Policy
- Governance Guidelines

Composition of our Board and Board Committees

Under our Articles, our Board is to consist of a minimum of three and a maximum of 15 directors as determined from time to time by the directors. Our Board currently consists of nine directors, and pursuant to the Investor Rights Agreement, our Board shall not be comprised of more than nine directors unless agreed to by each Shareholder Group. Under the BCBCA, a director may be removed with or without cause by a resolution passed by an ordinary majority of the votes cast by shareholders present in person or by proxy at a meeting and who are entitled to vote. The directors are elected by shareholders at each annual meeting of shareholders, and all directors hold office for a term expiring at the close of the next annual meeting or until their respective successors are elected or appointed. Our Articles provide that, between annual general meetings of shareholders, the directors may appoint one or more additional directors, but the number of additional directors may not at any time exceed one-third of the number of current directors who were elected or appointed other than as additional directors.

Certain aspects of the composition and functioning of our Board are governed by the terms of the Investor Rights Agreement. See also "Election of Directors – Investor Rights Agreement". The nominees for election by shareholders as directors are determined by our Compensation and Nominating Committee in accordance with the provisions of applicable corporate law, the Investor Rights Agreement and the charter of our Compensation and Nominating Committee. See also "– Committees of our Board – Compensation and Nominating Committee."

Director Independence

Under NI 58-101, a director is considered to be independent if he or she is independent within the meaning of National Instrument 52-110-*Audit Committees* ("NI 52-110"). Pursuant to NI 52-110, an independent director is a director who is free from any direct or indirect relationship which could, in

the view of our Board, be reasonably expected to interfere with a director's independent judgment. Based on information provided by each director concerning his or her background, employment and affiliations, our Board has determined that of the nine directors on our Board, a majority are not independent: Brian Hill, Jennifer Wong, Kevin Callaghan, Marni Payne and Glen Senk are not considered to be independent as a result of their respective relationships with us or our principal shareholders.

Meetings of Independent Directors and Conflicts of Interest

Our Board believes that given its size and structure, it is able to facilitate independent judgment in carrying out its responsibilities. To enhance such independent judgment, the independent members of our Board may meet in the absence of senior executive officers or any non-independent directors. Our Board has not appointed an independent Chair. However, John E. Currie has been appointed as lead director by our Board and is responsible for ensuring that the directors who are independent of management have opportunities to meet without management present, as required. Our non-employee directors typically had an opportunity to meet following each regularly scheduled Board and Committee meeting and, in Fiscal 2018, held 11 such meetings. Pursuant to the Investor Rights Agreement, the lead director shall be appointed and replaced from time to time by a majority of independent directors and shall be an independent director.

A director who has a material interest in a matter before our Board or any committee on which he or she serves is required to disclose such interest as soon as the director becomes aware of it. In situations where a director has a material interest in a matter to be considered by our Board or any committee on which he or she serves, such director may be required to absent himself or herself from the meeting while discussions and voting with respect to the matter are taking place. Directors are also required to comply with the relevant provisions of the BCBCA regarding conflicts of interest.

Director Term Limits and Other Mechanisms of Board Renewal

Our Board has not adopted director term limits or other automatic mechanisms of board renewal. Rather than adopting formal term limits, mandatory age-related retirement policies and other mechanisms of board renewal, the Compensation and Nominating Committee of our Board seeks to maintain the composition of our Board in a way that provides, in the judgement of our Board, the best mix of skills and experience to provide for our overall stewardship. Our Compensation and Nominating Committee also is expected to conduct a process for the assessment of our Board, each committee and each director regarding his, her or its effectiveness and performance, and to report evaluation results to our Board. See also "Corporate Governance – Committees of our Board – Compensation and Nominating Committee – Board and Executive Management Diversity".

Mandate of our Board of Directors

Our Board is responsible for supervising the management of our business and affairs, including providing guidance and strategic oversight to management. Our Board has adopted the written mandate set forth in Appendix "A", which includes the following:

- appointing the Chief Executive Officer;
- approving the corporate goals and objectives that the Chief Executive Officer is responsible for meeting and reviewing the performance of the Chief Executive Officer against such corporate goals and objectives;
- taking steps to satisfy itself as to the integrity of the Chief Executive Officer and other senior executive officers and that the Chief Executive Officer and other senior executive officers create a culture of integrity throughout the organization; and

- reviewing and approving management's strategic and business plans.

Our Board has adopted a written position description for the Chair, which sets out the Chair's key responsibilities, including, among others, duties relating to setting Board meeting agendas, chairing Board and shareholder meetings, director development and communicating with shareholders and regulators. See also "Election of Directors – Investor Rights Agreement – Chair of our Board and Committees". Our Board has also adopted a written position description for our lead director. See "Meetings of Independent Directors and Conflicts of Interest" above.

Our Board has adopted a written position description for each of our committee chairs which sets out each of the committee chair's key responsibilities, including, among others, duties relating to setting committee meeting agendas, chairing committee meetings and working with the respective committee and management to ensure, to the greatest extent possible, the effective functioning of the committee.

Our Board has adopted a written position description for our Chief Executive Officer which sets out the key responsibilities of our Chief Executive Officer, including, among other duties in relation to providing overall leadership, strategic planning and business and organizational management.

Orientation and Continuing Education

We have implemented an orientation program for new directors under which a new director meets with the Chair, the lead director, members of senior management and our corporate secretary. New directors are provided with comprehensive orientation and education as to the nature and operation of Aritzia and our business, the role of our Board and its committees, and the contribution that an individual director is expected to make. Our Compensation and Nominating Committee is responsible for overseeing director continuing education designed to maintain or enhance the skills and abilities of the directors and to ensure that their knowledge and understanding of our business remains current. The chair of each committee is responsible for coordinating orientation and continuing director development programs relating to the committee's mandate.

Code of Conduct

We have adopted a written code of conduct (the "**Code of Conduct**") that applies to all of our directors, officers and employees. The objective of the Code of Conduct is to provide guidelines for maintaining our and our subsidiaries' integrity, reputation, honesty, objectivity and impartiality. The Code of Conduct addresses conflicts of interest, protection of our assets, confidentiality, fair dealing with shareholders, competitors and employees, insider trading, compliance with laws and reporting any illegal or unethical behaviour. As part of the Code of Conduct, any person subject to the Code of Conduct is required to avoid or fully disclose interests or relationships that are harmful or detrimental to our best interests or that may give rise to real, potential or the appearance of conflicts of interest. Our Board has ultimate responsibility for the stewardship of the Code of Conduct and it monitors compliance through our Compensation and Nominating Committee. Directors, officers and employees are required to certify that they will abide by the Code of Conduct. The Code of Conduct has been filed with the Canadian securities regulatory authorities under our profile on SEDAR at www.sedar.com.

Committees of our Board

Our Board has established two committees: the Audit Committee and the Compensation and Nominating Committee.

Audit Committee

Detailed information about our Audit Committee, including the mandate of the Audit Committee and a copy of its charter, can be found in our Annual Information Form for the year ended February 25, 2018 on www.sedar.com under the heading "Directors and Officers – Audit Committee".

Compensation and Nominating Committee

Our Compensation and Nominating Committee is comprised of three directors, two of whom are persons determined by our Board to be independent directors, and is charged with reviewing, overseeing and evaluating our compensation, corporate governance and nominating policies. Our Compensation and Nominating Committee is comprised of Marni Payne, a nominee of the Berkshire Shareholder, who acts as chair of the committee, John E. Currie and Aldo Bensadoun. No member of our Compensation and Nominating Committee may be our officers, and as such, our Board believes that our Compensation and Nominating Committee is able to conduct its activities in an objective manner. See also "Election of Directors – Investor Rights Agreement – Chair of our Board and Committees."

For additional details regarding the relevant education and experience of each member of our Compensation and Nominating Committee, including the direct experience that is relevant to each committee member's responsibilities in executive compensation, see also "Election of Directors".

Our Board has adopted a written charter setting forth the purpose, composition, authority and responsibility of our Compensation and Nominating Committee consistent with the Corporate Governance Guidelines. Our Compensation and Nominating Committee's purpose is to assist our Board in:

- the appointment, performance, evaluation and compensation of our senior executives;
- the recruitment, development and retention of our senior executives;
- maintaining talent management and succession planning systems and processes relating to our senior management;
- developing compensation structure for our senior executives including salaries, annual and long-term incentive plans including plans involving share issuances and other share-based awards;
- establishing policies and procedures designed to identify and mitigate risks associated with our compensation policies and practices;
- assessing the compensation of our directors;
- developing benefit retirement and savings plans;
- developing our corporate governance guidelines and principles and providing us with governance leadership;
- identifying individuals qualified to be nominated as members of our Board;
- reviewing the structure, composition and mandate of Board committees; and
- evaluating the performance and effectiveness of our Board and of our Board committees.

Our Compensation and Nominating Committee is responsible for establishing and implementing procedures to evaluate the performance and effectiveness of our Board, committees of our Board and the contributions of individual Board members. Our Compensation and Nominating Committee also takes reasonable steps to evaluate and assess, on an annual basis, directors' performance and the effectiveness of our Board, committees of our Board, individual Board members, our Chair and

committee chairs. The assessment addresses, among other things, individual director independence, individual director and overall Board skills, and individual director financial literacy. Our Board receives and considers the recommendations from our Compensation and Nominating Committee regarding the results of the evaluation of the performance and effectiveness of our Board, committees of our Board, individual Board members, our Chair and committee chairs. Our Compensation and Nominating Committee is also responsible for orientation and continuing education programs for our directors. See also "– Orientation and Continuing Education".

Board and Executive Management Diversity

We believe that having a diverse Board can offer a breadth and depth of perspectives that enhance our Board's performance. Our policy on director selection criteria and diversity is set out in our Governance Guidelines and reflects our successful track record in recruiting and retaining qualified female directors and senior management under our existing recruitment policies and processes.

The composition of our Board and senior management is shaped by the selection criteria established by our Compensation and Nominating Committee. In particular, our Compensation and Nominating Committee is responsible for identifying qualified candidates for nomination as directors and to make recommendations to the Board. When identifying candidates to nominate for election to the Board, the primary objectives of our Compensation and Nominating Committee are to ensure consideration of individuals who are highly qualified, based on their talents, experience, functional expertise and personal skills, character and qualities, having regard to the Company's current and future plans and objectives, as well as anticipated industry and market developments.

In furtherance of the Company's commitment to diversity, our Compensation and Nominating Committee balances these objectives with the need to identify and promote individuals who are reflective of diversity for nomination for election to the Board. In particular, the Compensation and Nominating Committee shall consider the level of representation of women and other diverse candidates on the Board when making recommendations for nominees to the Board and monitor the level of female representation on our Board and in senior management positions, with a view to continuing to broaden recruiting efforts to attract and interview qualified female candidates, and committing to retention and training to ensure that our most talented employees are promoted from within our organization.

We value diversity of abilities, experience, perspective, education, gender, background, race and national origin. Recommendations concerning director nominees are expected to be based on merit and past performance as well as expected contribution to our Board's performance and, accordingly, diversity is taken into consideration. As the Company has been successful in recruiting and retaining qualified female directors and senior executives under its existing recruitment policies and processes, the Company has not adopted any specific targets for gender or other diversity representation, but will promote its objectives through the foregoing approach with a view to continuing to identify and foster the development of a suitable pool of candidates for nomination or appointment.

Two of nine members on our Board, or approximately 22%, are female members. We have also recruited and selected senior management candidates that represent a diversity of business understanding, personal attributes, abilities and experience. Currently, three of seven members, or 43%, of our executive officers (as defined in NI 58-101) are female.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table shows information, as at February 25, 2018, on compensation plans under which shares are authorized for issuance. Only Subordinate Voting Shares are issuable under our existing equity compensation plans. The Company does not have any equity compensation plans that have not been approved by its shareholders. For a description of our equity-based incentive compensation plans, see "Executive Compensation – Principal Elements of Compensation".

Equity Compensation Plan Information

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans
Equity compensation plans approved by shareholders	**Legacy Option Plan:** 7,748,370 **Stock Option Plan:** 3,993,009	**Legacy Option Plan:** $4.09 **Stock Option Plan:** $15.10	**Legacy Option Plan:** Nil **Stock Option Plan:** 654,219[(2)]
Total	11,741,379[(1)]	$7.83	654,219[(2)]

Notes:

(1) This excludes 954,339 shares underlying stock options issued in reliance upon the TSX Inducement Exception, as discussed above. Together with such 954,339 shares, this represents 4% of Aritzia's issued and outstanding shares (or 11% including options issued under the Legacy Option Plan) as at February 25, 2018.

(2) Representing 0.6% of Aritzia's issued and outstanding shares as at February 25, 2018. If the Stock Option Plan Amendments are approved at the Meeting, the maximum number of Subordinate Voting Shares that may be issued pursuant to the Stock Option Plan and all other Share Compensation Arrangements will increase to 10% of the Company's total issued and outstanding shares, and awards issued in reliance upon the TSX Inducement Exception will not be included for the purposes of calculating the Maximum Issuable. Accordingly, the number of securities remaining available for future issuance under our Stock Option Plan will also increase.

The following table provides the number of stock options granted each year (burn rates) under the Stock Option Plan for Fiscal 2018 and Fiscal 2017 expressed as a percentage of the weighted average number of outstanding shares for the applicable fiscal year.

Fiscal Year	Number of Stock Options Granted	Weighted Average Number of Shares	Stock Options Burn Rate[(1)]
2018	2,786,295[(2)]	110,180,126	2.53%
2017	3,263,759	104,787,171	3.11%

Notes:

(1) The burn rate is calculated by dividing the number of stock options granted during the applicable fiscal year by the weighted average number of Shares outstanding for the applicable fiscal year. Since the DSU Plan established for the Directors of the Company is non-dilutive, the burn rate for outstanding DSUs was nil for each of the last two completed fiscal years indicated in the table above.

(2) This includes 954,339 shares underlying stock options issued in reliance upon the TSX Inducement Exception, as discussed above.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

The following table details aggregate indebtedness outstanding as at May 24, 2018, of all executive officers, directors, employees and former executive officers and directors and employees of Aritzia and its subsidiaries.

AGGREGATE INDEBTEDNESS ($)		
Purpose	To us or our subsidiaries	To another entity
Share Purchases	–	–
Other	$53,382.36	–

OTHER IMPORTANT INFORMATION

Voting Securities

Our authorized share capital consists of an unlimited number of Subordinate Voting Shares and Multiple Voting Shares and an unlimited number of preferred shares, issuable in series. Holders of Multiple Voting Shares are entitled to 10 votes per Multiple Voting Share and holders of Subordinate Voting Shares are entitled to one vote per Subordinate Voting Share on all matters upon which holders of Multiple Voting Shares and Subordinate Voting Shares are entitled to vote. See also "– Certain Amendments" below.

As at the date of this Circular, there are 56,545,684 Subordinate Voting Shares issued and outstanding, 55,756,002 Multiple Voting Shares issued and outstanding, and no preferred shares issued and outstanding. The Subordinate Voting Shares represent approximately 50.4% of our total issued and outstanding shares and approximately 9.2% of the voting power attached to all of our shares.

This summary is qualified by reference to, and is subject to, the detailed provisions of our Articles.

The Subordinate Voting Shares are "restricted securities" within the meaning of National Instrument 51-102.

The Effect of Certain Amendments

In addition to any other voting right or power to which the holders of Subordinate Voting Shares shall be entitled by law or regulation or other provisions of our Articles from time to time in effect, but subject to the provisions of our Articles, holders of Subordinate Voting Shares shall be entitled to vote separately as a class, in addition to any other vote of shareholders that may be required, in respect of any alteration, repeal or amendment of our Articles which would adversely affect the rights or special rights of the holders of Subordinate Voting Shares or affect the holders of Subordinate Voting Shares and Multiple Voting Shares differently, on a per share basis, including an amendment to the terms of our Articles that provide that any Multiple Voting Shares sold or transferred to a person that is not a Permitted Holder shall be automatically converted into Subordinate Voting Shares. Holders of Subordinate Voting Shares are not entitled to vote separately as a class on any matters identified in the Notice.

Pursuant to our Articles, holders of Subordinate Voting Shares and Multiple Voting Shares will be treated equally and identically, on a per share basis, in certain change of control transactions that require approval of our shareholders under the BCBCA, unless different treatment of the shares of

each such class is approved by a majority of the votes cast by the holders of our Subordinate Voting Shares and Multiple Voting Shares, each voting separately as a class.

Take-over Bid Protection

Under applicable securities laws in Canada, an offer to purchase Multiple Voting Shares would not necessarily require that an offer be made to purchase Subordinate Voting Shares. In accordance with the rules of the TSX designed to ensure that, in the event of a take-over bid, the holders of Subordinate Voting Shares will be entitled to participate on an equal footing with holders of Multiple Voting Shares, we have entered into a customary coattail agreement dated October 3, 2016 with the Hill Shareholders, the Berkshire Shareholder and a trustee (the "**Coattail Agreement**"). The Coattail Agreement contains provisions customary for dual class, TSX-listed corporations designed to prevent transactions that otherwise would deprive the holders of Subordinate Voting Shares of rights under applicable securities laws in Canada to which they would have been entitled if the Multiple Voting Shares had been Subordinate Voting Shares. The undertakings in the Coattail Agreement do not apply to prevent a sale by the holders of Multiple Voting Shares or their Permitted Holders of Multiple Voting Shares if concurrently an offer is made to purchase Subordinate Voting Shares that:

(a) offers a price per Subordinate Voting Share at least as high as the highest price per share to be paid pursuant to the take-over bid for the Multiple Voting Shares;

(b) provides that the percentage of outstanding Subordinate Voting Shares to be taken up (exclusive of shares owned immediately prior to the offer by the offeror or persons acting jointly or in concert with the offeror) is at least as high as the percentage of Multiple Voting Shares to be sold (exclusive of Multiple Voting Shares owned immediately prior to the offer by the offeror and persons acting jointly or in concert with the offeror);

(c) has no condition attached other than the right not to take up and pay for Subordinate Voting Shares tendered if no shares are purchased pursuant to the offer for Multiple Voting Shares; and

(d) is in all other material respects identical to the offer for Multiple Voting Shares.

The Coattail Agreement does not prevent the transfer by the holders of Multiple Voting Shares to Permitted Holders, provided such transfer is not or would not have been subject to the requirements to make a take-over bid (if the vendor or transferee were in Canada) or constitutes or would be exempt from certain requirements applicable to take-over bids under applicable securities laws in Canada. The conversion of Multiple Voting Shares into Subordinate Voting Shares, whether or not such Subordinate Voting Shares are subsequently sold, does not constitute a disposition of Multiple Voting Shares for the purposes of the Coattail Agreement.

Under the Coattail Agreement, any sale of Multiple Voting Shares (including a transfer to a pledgee as security) by a holder of Multiple Voting Shares party to the Coattail Agreement is conditional upon the transferee or pledgee becoming a party to the Coattail Agreement, to the extent such transferred Multiple Voting Shares are not automatically converted into Subordinate Voting Shares in accordance with our Articles.

The Coattail Agreement contains provisions for authorizing action by the trustee to enforce the rights under the Coattail Agreement on behalf of the holders of the Subordinate Voting Shares. The obligation of the trustee to take such action is conditional on us or holders of the Subordinate Voting Shares providing such funds and indemnity as the trustee may reasonably require. No holder of Subordinate Voting Shares has the right, other than through the trustee, to institute any action or proceeding or to exercise any other remedy to enforce any rights arising under the Coattail Agreement unless the trustee fails to act on a request authorized by holders of not less than 10% of the

outstanding Subordinate Voting Shares and reasonable funds and indemnity have been provided to the trustee.

Other than in respect of non-material amendments and waivers that do not adversely affect the interests of holders of Subordinate Voting Shares, the Coattail Agreement provides that, among other things, it may not be amended, and no provision thereof may be waived, unless, prior to giving effect to such amendment or waiver, the following have been obtained: (a) the consent of the TSX and any other applicable securities regulatory authority in Canada; and (b) the approval of at least two-thirds of the votes cast by holders of Subordinate Voting Shares represented at a meeting duly called for the purpose of considering such amendment or waiver, excluding votes attached to Subordinate Voting Shares held by the holders of Multiple Voting Shares or their affiliates and related parties and any persons who have an agreement to purchase Multiple Voting Shares on terms which constitute a sale or disposition for purposes of the Coattail Agreement, other than as permitted thereby.

No provision of the Coattail Agreement limits the rights of any holders of Subordinate Voting Shares under applicable law.

Preferred Shares

Except as provided in any special rights or restrictions attaching to any series of preferred shares issued from time to time, the holders of preferred shares will not be entitled to receive notice of, attend or vote at any meeting of shareholders.

Principal Holders of Voting Securities

The following table sets out the persons who, as at the date of this Circular, owned of record, or who, to the Company's knowledge, owned beneficially, directly or indirectly, or controlled or directed voting securities carrying 10% or more of the voting rights attached to any class of our voting securities based on public filings:

Name	Type of Ownership	Multiple Voting Shares	% of Class	Subordinate Voting Shares	% of Class	% of Total Voting Rights
Berkshire Shareholder	Beneficial	31,218,653[(1)]	56.0%	-	-	50.8%
Hill Shareholders.....	Beneficial	24,537,349[(2)]	44.0%	290,700[(3)]	0.5%	40.0%
QV Investors Inc.	Registered	-	-	7,483,104	13.2%	1.2%

Notes:

(1) Represents an aggregate of 31,218,653 Multiple Voting Shares held by Canada Retail Holdings, L.P. and Sixth Berkshire Associates LLC, as the registered owners. Sixth Berkshire Associates LLC ("**6BA**") is the general partner of Canada Retail Holdings, L.P. 6BA is managed by a number of individuals who are managing directors of Berkshire Partners (the "**Berkshire Principals**"). Marni Payne is a Berkshire Principal. Kevin T. Callaghan is also a Berkshire Principal and managing member of 6BA. Ms. Payne and Mr. Callaghan also serve on our Board of Directors. By virtue of these relationships, each of the Berkshire Principals may be deemed to have shared control or direction over the Multiple Voting Shares held by Canada Retail Holdings, L.P and 6BA. Each of the Berkshire Principals disclaims any beneficial ownership of any such Multiple Voting Shares.

(2) Represents 24,537,349 Multiple Voting Shares owned by AHI Holdings Inc. Voting and investment determinations with respect to the shares held by the Hill Shareholder are made by Brian Hill.

(3) Represents 290,700 Subordinate Voting Shares owned by Sven Holdings Inc., a holding investment company controlled by Brian Hill.

INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON

To the knowledge of the directors and executive officers of Aritzia, no director or executive officer of the Company, any proposed nominee for election as director of the Company, or any associate or affiliate of any of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting, other than the election of directors.

INTERESTS OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as described elsewhere in this Circular and in our most recent Annual Information Form under the heading "Interest of Management and Others in Material Transactions", there are no material interests, direct or indirect, of any of our directors or executive officers, any shareholder that beneficially owns, or controls or directs (directly or indirectly), more than 10% of any class or series of our outstanding voting securities, or any associate or affiliate of any of the foregoing persons, in any transaction since the commencement of our most recently completed financial year or in any proposed transaction that has materially affected or is reasonably expected to materially affect us or any of our subsidiaries.

SHAREHOLDER PROPOSALS

There are no shareholder proposals to be considered at the Meeting. The BCBCA permits certain eligible shareholders to submit shareholder proposals to us, which proposals may be included in a management information circular relating to an annual meeting of shareholders. The final date by which we must receive shareholder proposals for our annual meeting of shareholders to be held in 2019 is April 10, 2019.

ADDITIONAL INFORMATION

Documents you can request

You can ask us for a copy of the following documents at no charge:

- our most recent annual report, which includes our comparative financial statements for the most recently completed financial year together with the accompanying auditors' report;
- any interim financial statements that were filed after the financial statements for our most recently completed financial year;
- our management's discussion and analysis related to the above financial statements;
- the management proxy circular for our most recent annual shareholder meeting; and
- our most recent Annual Information Form, together with any document, or the relevant pages of any document, incorporated by reference into it.

Please write to Investor Relations at Suite 118 – 611 Alexander Street, Vancouver, British Columbia, Canada, V6A 1E1 or email investors@aritzia.com.

These documents are also available on our website at www.aritzia.com or on SEDAR at www.sedar.com. All of our news releases are also available on our website.

Information contained on, or that can be accessed through, our website does not constitute a part of this Circular and is not incorporated by reference herein.

Financial information is provided in our comparative annual financial statements and related management's discussion and analysis for the year ended February 25, 2018.

Approval

Our Board has approved the contents of this Circular and the sending thereof to our shareholders, directors and auditor.

On behalf of the Board of Directors,

(signed) Brian Hill

Brian Hill
Chairman and Chief Executive Officer

APPENDIX "A" – MANDATE OF THE BOARD OF DIRECTORS

1. Introduction

The members of the board of directors (respectively, the "**Directors**" and the "**Board**") of Aritzia Inc. (the "**Company**") are elected by the shareholders of Company and are responsible for the stewardship of Company. The purpose of this mandate (the "**Board Mandate**") is to describe the principal duties and responsibilities of the Board, as well as some of the policies and procedures that apply to the Board in discharging its duties and responsibilities.

Certain aspects of the composition and organization of the Board are prescribed and/or governed by the *Business Corporations Act* (British Columbia) and the constating documents of the Company, and applicable agreements, including the investor rights agreement (the "**Investor Rights Agreement**"). Certain of the provisions of the Board Mandate may be modified or superseded by the provisions of the Investor Rights Agreement. In the event of a conflict between this Board Mandate and the Investor Rights Agreement, the Investor Rights Agreement shall prevail.

2. Chair of the Board

The chair of the Board (the "**Chair**") shall be appointed in accordance with the Investor Rights Agreement.

3. Board Size

The constating documents of the Company provide that the Board shall be comprised of a minimum of three (3) Directors and a maximum of fifteen (15) Directors. Pursuant to the Investor Rights Agreement, the Board shall initially be comprised of nine (9) Directors. The Board shall periodically review its size in light of its duties and responsibilities from time to time.

4. Independence

(a) The Board shall be comprised of a minimum of 3 (three) independent Directors. A Director shall be considered independent if he or she would be considered independent for the purposes of National Instrument 58-101 – *Disclosure of Corporate Governance Practices*.

(b) A majority of the Board's independent Directors shall appoint an independent lead Director (the "**Lead Director**") from among the Directors, who shall serve for such term as the Board may determine. If the Company has a non-executive Chair, then the role of the Lead Director will be filled by the non-executive Chair. The Lead Director or non-executive Chair shall chair any meetings of the independent directors and assume such other responsibilities as the independent directors may designate in accordance with any applicable position descriptions or other applicable guidelines that may be adopted by the Board from time to time.

5. Role and Responsibilities of the Board

The Board is responsible for supervising the management of the business and affairs of the Company and is expected to a focus on guidance and strategic oversight with a view to increasing shareholder value.

In accordance with the *Business Corporations Act* (British Columbia), in discharging his or her duties, each Director must act honestly and in good faith, with a view to the best interests of the Company. Each Director must also exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

6. Board Meetings

(a) In accordance with the constating documents of the Company, meetings of the Board may be held at such times and places as the Chair may determine and as many times per year as necessary to effectively carry out the Board's responsibilities. The independent Directors may meet without senior executives of the Company or any non-Independent Directors, as required.

(b) The Chair shall be responsible for establishing or causing to be established the agenda for each Board meeting, and for ensuring that regular minutes of Board proceedings are kept and circulated on a timely basis for review and approval.

(c) The Board may invite, at its discretion, any other individuals to attend its meetings. Senior executives of the Company shall attend a meeting if invited by the Board.

7. Delegations and Approval Authorities

(a) The Board shall appoint the chief executive officer of the Company (the "**CEO**") and delegate to the CEO and other senior executives the authority over the day-to-day management of the business and affairs of Company.

(b) The Board may delegate certain matters it is responsible for to the committees of the Board, currently consisting of the Audit Committee, and the Compensation and Nominating Committee. The Board may appoint other committees, as it deems appropriate, subject to compliance with the Investor Rights Agreement and to the extent permissible under applicable law. The Board will, however, retain its oversight function and ultimate responsibility for such matters and associated delegated responsibilities.

8. Strategic Planning Process and Risk Management

(a) The Board shall adopt a strategic planning process to establish objectives and goals for the Company's business and shall review, approve and modify as appropriate the strategies proposed by senior executives to achieve such objectives and goals. The Board shall review and approve, at least on an annual basis, a strategic plan which takes into account, among other things, the opportunities and risks of the Company's business and affairs.

(b) The Board, in conjunction with management, shall be responsible to identify the principal risks of the Company's business and oversee management's implementation of appropriate systems to seek to effectively monitor, manage and mitigate the impact of such risks. Pursuant to its duty to oversee the implementation of effective risk management policies and procedures, the Board may delegate to applicable Board committees the responsibility for assessing and implementing appropriate policies and procedures to address specified risks, including delegation of financial and related risk management to the Audit Committee and delegation of risks associated with compensation policies and practices to the Compensation and Nominating Committee.

9. Succession Planning, Appointment and Supervision of Senior Executives

(a) The Board shall approve the corporate goals and objectives of the CEO and review the performance of the CEO against such corporate goals and objectives. The Board shall take steps to satisfy itself as to the integrity of the CEO and other senior executives of the Company and that the CEO and other senior executives create a culture of integrity throughout the organization.

(b) The Board shall approve the succession plan for the Company, including the selection, appointment, supervision and evaluation of the senior executives of Company, and shall

also approve the compensation of the senior executives of Company upon recommendation of the Compensation and Nominating Committee.

10. Financial Reporting and Internal Controls

The Board shall review and monitor, with the assistance of the Audit Committee, the adequacy and effectiveness of the Company's system of internal control over financial reporting, including any significant deficiencies or changes in internal control and the quality and integrity of the Company's external financial reporting processes.

11. Regulatory Filings

The Board shall approve applicable regulatory filings that require or are advisable for the Board to approve, which the Board may delegate in accordance with Section 7(b) of this mandate. These include, but are not limited to, the annual audited financial statements, interim financial statements and related management discussion and analysis accompanying such financial statements, management proxy circulars, annual information forms, offering documents and other applicable disclosure.

12. Corporate Disclosure and Communications

The Board will seek to ensure that corporate disclosure of the Company complies with all applicable laws, rules and regulations and the rules and regulations of the stock exchanges upon which Company's securities are listed. In addition, the Board shall adopt appropriate procedures designed to permit the Board to receive feedback from shareholders on material issues.

13. Corporate Policies

The Board shall adopt and periodically review policies and procedures designed to ensure that the Company and its Directors, officers and employees comply with all applicable laws, rules and regulations and conduct the Company's business ethically and with honesty and integrity.

14. Review of Mandate

The Board may, from time to time, permit departures from the terms of this Board Mandate, either prospectively or retrospectively. This Board Mandate is not intended to give rise to civil liability on the part of the Company or its Directors or officers to shareholders, security holders, customers, suppliers, competitors, employees or other persons, or to any other liability whatsoever on their part.

The Board may review and recommend changes to the Board Mandate from time to time and the Compensation and Nominating Committee may periodically review and assess the adequacy of this mandate and recommend any proposed changes to the Board for consideration.

APPENDIX "B" - AMENDED AND RESTATED STOCK OPTION PLAN

ARITZIA INC.

AMENDED AND RESTATED STOCK OPTION PLAN

Effective as of October 3, 2016 and amended and restated as of ●, 2018

ARITZIA INC.
STOCK OPTION PLAN

ARTICLE 1
PURPOSE

Section 1.1 Purpose

The purpose of this Plan is to advance the interests of the Corporation by: (i) providing Eligible Persons with additional incentives; (ii) encouraging stock ownership by such Eligible Persons; (iii) increasing the proprietary interest of Eligible Persons in the success of the Corporation; (iv) promoting growth and profitability of the Corporation; (v) encouraging Eligible Persons to take into account long-term corporate performance; (vi) rewarding Eligible Persons for sustained contributions to the Corporation and/or significant performance achievements of the Corporation; and (vii) enhancing the Corporation's ability to attract, retain and motivate Eligible Persons.

ARTICLE 2
INTERPRETATION

Section 2.1 Defined Terms

For the purposes of this Plan, the following terms have the following meanings:

(a) "**Affiliate**" means any person that controls or is controlled by the Corporation or that is controlled by the same person that controls the Corporation;

(b) "**Associate**" has the meaning specified in Section 1 of the Securities Act (Ontario);

(c) "**Board**" means the board of directors of the Corporation as constituted from time to time;

(d) "**Broker**" has the meaning specified in Section 3.7(2);

(e) "**Business Day**" means any day of the year, other than a Saturday, Sunday or any day on which Canadian chartered banks are authorized or obligated by law to close for business in Vancouver, British Columbia;

(f) "**Cause**" means, (i) if the Participant has an employment agreement in which "cause" or "just cause" is defined, "cause" or "just cause" as defined therein; (ii) if the Participant does not have an employment agreement or the employment agreement does not contain a definition of "cause" or "just cause", as defined in the Stock Option Certificate, or (iii) in all other cases, (A) the inability of the Participant to perform his duties due to a legal impediment such as an injunction, restraining order or other type of judicial judgment, decree or order entered against the Participant; (B) any material breach by the Participant of his obligations under any code of ethics, code of business conduct or any lawful policies or procedures of the Corporation or Affiliate in effect from time to time; (C) excessive absenteeism, flagrant neglect of duties, serious misconduct, or conviction of crime or fraud; and (D) any other act or omission of the Participant which would in law permit an employer to, without notice or payment in lieu of notice, terminate the employment of an employee;

(g) "**Change of Control Event**" means, unless the Board determines otherwise, the happening, in a single transaction or in a series of related transactions, of any of the following events:

(i) any transaction (other than a transaction described in clause (ii) below) pursuant to which any person or group of persons acting jointly or in concert acquires the direct or indirect beneficial ownership of securities of the Corporation representing 50% or more of the aggregate voting power of all of the Corporation's then issued and outstanding securities entitled to vote in the election of directors of the Corporation, other than any such acquisition that occurs (A) by any person or group of persons who is a Permitted Holder (as defined in the articles of the Corporation); (B) upon the exercise or settlement of options or other securities granted by the Corporation under any of the Corporation's equity incentive plans; or (C) as a result of the conversion of the multiple voting shares in the capital of the Corporation into Shares;

(ii) there is consummated an arrangement, amalgamation, merger, consolidation or similar transaction involving (directly or indirectly) the Corporation and, immediately after the consummation of such arrangement, amalgamation, merger, consolidation or similar transaction, the shareholders of the Corporation immediately prior thereto do not beneficially own, directly or indirectly, either (A) outstanding voting securities representing more than 50% of the combined outstanding voting power of the surviving or resulting entity in such amalgamation, merger, consolidation or similar transaction or (B) more than 50% of the combined outstanding voting power of the parent of the surviving or resulting entity in such arrangement, amalgamation merger, consolidation or similar transaction, in each case in substantially the same proportions as their beneficial ownership of the outstanding voting securities of the Corporation immediately prior to such transaction;

(iii) the sale, lease, exchange, license or other disposition of all or substantially all of the Corporation's assets to a person other than a person that was an Affiliate of the Corporation at the time of such sale, lease, exchange, license or other disposition, other than a sale, lease, exchange, license or other disposition to an entity, more than fifty percent (50%) of the combined voting power of the voting securities of which are beneficially owned by shareholders of the Corporation in substantially the same proportions as their beneficial ownership of the outstanding voting securities of the Corporation immediately prior to such sale, lease, exchange, license or other disposition;

(iv) the passing of a resolution by the Board or Shareholders to substantially liquidate the assets of the Corporation or wind up the Corporation's business or significantly rearrange its affairs in one or more transactions or series of transactions or the commencement of proceedings for such a liquidation, winding-up or re-arrangement (except where such re-arrangement is part of a bona fide reorganization of the Corporation in circumstances where the business of the Corporation is continued and the shareholdings remain substantially the same following the re-arrangement); or

(v) individuals who, on the Effective Date, are members of the Board (the "**Incumbent Board**") cease for any reason to constitute at least a majority of the members of the Board; provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member will, for purposes of this Plan, be considered as a member of the Incumbent Board.

(h) "**Code**" means the United States Internal Revenue Code of 1986, as amended, and any applicable United States Treasury Regulations and other binding regulatory guidance thereunder;

(i) "**Corporation**" means Aritzia Inc., a corporation existing under the laws of the province of British Columbia, and includes any successor corporation thereto;

(j) "**Consultant**" means an individual, other than an employee, executive officer or director of the Corporation or of an Affiliate, that for a period of 12 months or more,

(i) is engaged to provide services to the Corporation or an Affiliate, other than services provided in relation to a distribution of the Corporation's securities;

(ii) provides the services under a written contract with the Corporation or an Affiliate; and

(iii) spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or an Affiliate;

and includes, for an individual consultant, a corporation of which the individual consultant is an employee or shareholder, and a partnership of which the individual consultant is an employee or partner;

(a) "**Disability**" means (i) if the Participant has an employment agreement in which "disability" is defined, "disability" as defined therein; (ii) if the Participant does not have an employment agreement or the employment agreement does not contain a definition of "disability", as defined in the Stock Option Certificate, or (iii) in all other cases, the inability of a Participant to perform substantially all of such Participant's duties and responsibilities to the Corporation or any Affiliate as a result of any illness, injury, accident or condition of either a physical or psychological nature suffered by such Participant, with or without reasonable accommodation, for 180 consecutive days and is likely to continue, as determined by a physician reasonably selected by the Corporation or Affiliate;

(k) "**Eligible Person**" means any director, executive officer, employee or Consultant of the Corporation or any of its Affiliates;

(l) "**Exercise Price**" has the meaning specified in Section 4.2;

(m) "**Expiry Date**" has the meaning specified in Section 4.4(1);

(n) "**Good Reason**" means

(i) a substantial diminution in the Participant's authorities, duties, responsibilities, status (including officers, titles, and reporting requirements) from those in effect immediately prior to a Change of Control Event;

(ii) the Corporation requires the Participant to be based at a location in excess of one hundred (100) kilometers from the location of the Participant's principal job location or office immediately prior to a Change of Control Event, except for required travel on Corporation business to an extent substantially consistent with the Participant's business obligations immediately prior to a Change of Control Event;

(iii) a reduction in the Participant's base salary (other than as part of a broader reduction of salaries to a number of employees of the Corporation due to financial circumstances of the Corporation) , or a substantial reduction in the Participant's target compensation under any incentive compensation plan, as in effect as of the date of a Change of Control Event;

(iv) the failure to increase the Participant's base salary in a manner consistent (both as to frequency and percentage increase) with practices in effect immediately prior to the Change of Control Event or with practices implemented subsequent to the Change of Control Event with respect to similarly positioned employees; or

(v) the failure of the Corporation to continue in effect the Participant's participation in the Corporation's Share Compensation Arrangements and any employee benefit and retirement plans, policies or practices, at a level substantially similar or superior to and on a basis consistent with the relative levels of participation of other similarly-positioned employees, as existed immediately prior to a Change of Control Event.

(o) "**Insider**" means a "reporting insider" as defined in National Instrument 55-104 -Insider Reporting Requirements and Exemptions;

(p) "**Legacy Option Plan**" means the Corporation's Second Amended and Restated 2005 Equity Incentive Plan, as amended from time to time;

(q) "**Market Price**" means: (i) if the Shares are listed on the Stock Exchange, the closing price for the Shares on the TSX on the last trading day before the date of grant of the Option; (ii) if the Shares are not listed on the TSX, then as calculated in paragraph (i) by reference to the price on any other stock exchange on which the Shares are listed (if more than one, then using the exchange on which a majority of Shares are traded); or (iii) if the Shares are not listed on a Stock Exchange, then the price determined by the Board using good faith discretion.

(r) "**Maximum Issuable**" has the meaning specified in Section 3.3(3).

(s) "**Option**" means an option to purchase Shares granted to an Eligible Person pursuant to the terms of this Plan;

(t) "**Option Period**" has the meaning specified in Section 4.4(1);

(u) "**Participant**" means an Eligible Person to whom Options have been granted and are outstanding;

(v) "**Permitted Assign**" means for any director, executive officer, employee or Consultant of the Corporation or its Affiliates,

(i) a trustee, custodian or administrator acting on behalf of, or for the benefit of such person or a spouse of such person;

(ii) a wholly owned or controlled holding entity of such person or the spouse of such person;

(iii) an RRSP or a RRIF of such person or the spouse of such person; or

(iv) a spouse of such person;

(w) "**Plan**" means this Aritzia Inc. Stock Option Plan, as it may be amended from time to time;

(x) "**Remittance Amount**" has the meaning specified in Section 4.5;

"Retirement" means the cessation of the employment of a Participant with the Participating Company which is deemed to be a retirement by a resolution of the Board in its sole discretion;

(y) "**Section 409A**" means section 409A of the Code;

(z) "**Share**" means a subordinate voting share in the capital of the Corporation;

(aa) "**Share Compensation Arrangement**" means any stock option, stock option plan or any other compensation or incentive mechanism of the Corporation involving the issuance or potential issuance of Shares from treasury, including without limitation this Plan;

(bb) "**Shareholders**" means the holders of Shares;

(cc) "**Stock Exchange**" means the Toronto Stock Exchange or, if the Shares are not listed or posted for trading on the Toronto Stock Exchange at a particular date, any other stock exchange on which the majority of the trading volume and value of the Shares are listed or posted for trading;

(dd) "**Stock Option Certificate**" has the meaning specified in Section 4.1(1);

(ee) "**Termination Date**" means the date on which a Participant ceases to be an Eligible Participant as a result of a termination of employment or engagement with the Corporation and/or an Affiliate for any reason, including death, Retirement, Disability, resignation, or termination with or without Cause, but not including a Participant's absence from active employment or engagement with the Corporation and/or Affiliate during a period of authorized leave of absence. For the purposes of the Plan, a Participant's employment with the Corporation and/or an Affiliate shall be considered to have terminated effective on the last day of the Participant's actual and active employment with the Corporation and/or Affiliate, whether such day is selected by agreement with the individual, or unilaterally by the Participant or the Corporation or Affiliate, and whether with or without advance notice to the Participant. Without limiting the generality of the foregoing, no period of notice or payment in lieu of notice that follows the Participant's last day of actual and active employment shall be deemed to extend the Participant's period of employment for the purpose of determining his rights or entitlements under the Plan. The Participant shall have no entitlement to damages or other compensation arising from or related to not receiving any awards which would have vested or accrued to the Participant after the date of cessation of employment or if working notice of termination had been given. However, nothing herein is intended to limit any statutory entitlements or termination and such statutory entitlements shall, if required, apply despite this language to the contrary;

(ff) "**U.S. Taxpayer**" means an Eligible Person whose compensation from the Corporation or any of its Affiliates is subject to Section 409A; and

(gg) "**Withholding Obligations**" has the meaning specified in Section 3.7(1).

In this Plan, words importing the singular number include the plural and vice versa and words importing a gender include any other gender. Unless otherwise specified, all references to money amounts are to Canadian currency and all section references are to sections of this Plan.

ARTICLE 3
ADMINISTRATION

Section 3.1 Administration

(1) Subject to Section 3.2, this Plan will be administered by the Board.

(2) Subject to the terms and conditions set forth in this Plan, the Board is authorized to provide for the granting, exercise and method of exercise of Options, all at such times and on such terms (which may vary between Options granted from time to time) as it determines. In addition, the Board has the authority to (i) construe and interpret this Plan and all certificates, agreements or other documents provided or entered into under this Plan; (ii) prescribe, amend and rescind rules and regulations relating to this Plan; and (iii) make all other determinations necessary or advisable for the administration of this Plan. All determinations and interpretations made by the Board will be binding on all Participants and on their legal, personal representatives and beneficiaries.

(3) No member of the Board will be liable for any action or determination taken or made in good faith in the administration, interpretation, construction or application of this Plan, any Stock Option Certificate or other document or any Option granted pursuant to this Plan.

Section 3.2 Delegation to Committee

Despite Section 3.1 or any other provision contained in this Plan, the Board has the right to delegate the administration and operation of this Plan, in whole or in part, to a committee of the Board and/or to any member of the Board. In such circumstances, all references to the Board in this Plan include reference to such committee and/or member of the Board, as applicable.

Section 3.3 Shares Reserved

(1) Subject to Section 3.3(6), the securities that may be acquired by Participants under this Plan will consist of authorized but unissued Shares.

(2) The Corporation will at all times during the term of this Plan ensure that it is authorized to issue such number of Shares as are sufficient to satisfy the requirements of this Plan.

(3) Subject to Section 3.3(4) the aggregate number of Shares issuable under this Plan and under all other Share Compensation Arrangements shall not exceed 10% of the total number of Shares and multiple voting shares in the capital of the Corporation issued and outstanding from time to time. Any Shares subject to an Option which has been exercised by a Participant or for any reason is cancelled or terminated without having been exercised will again be available for grants under this Plan. Fractional shares will not be issued and will be treated as specified in Section 3.9(3).

(4) Shares underlying options issued and outstanding under the Legacy Option Plan on the Effective Date, and any issuance from treasury by the Corporation that is or was issued in reliance upon an exemption under applicable the Stock Exchange rules applicable to security based compensation arrangements used as an inducement to person(s) or company(ies) not previously employed by and not previously an Insider of the Corporation shall not be included in determining the Maximum Issuable under Section 3.3(3).

(5) The number of Shares that may be (i) issued to Insiders within any one year period, or (ii) issuable to Insiders at any time, in each case, under this Plan alone or when combined with all other Share Compensation Arrangements, shall not exceed 10% of the total number of Shares and multiple voting shares in the capital of the Corporation issued and outstanding from time to time.

(6) If there is a change in the issued and outstanding Shares by reason of any stock dividend or split, recapitalization, amalgamation, consolidation, combination or exchange of shares, or other corporate change, the Board will make, with the intent that the rights of Participants under their Options are, to the extent possible, preserved despite the occurrence of such events, and subject where required to the prior approval of the Stock Exchange, appropriate substitution or adjustment in:

(a) the number or kind of securities of the Corporation (including Shares) reserved for issuance pursuant to this Plan; and

(b) the number and kind of securities of the Corporation (including Shares) subject to unexercised Options granted prior to such change and in the Exercise Price of such securities,

without any change in the total price applicable to the unexercised portion of the Option but with a corresponding adjustment in the price for each Share covered by the Option; provided, however, that no substitution or adjustment will obligate the Corporation to issue or sell fractional Shares. If the Corporation is reorganized, amalgamated with another corporation or consolidated, the Board will make such provisions for the protection of the rights of Participants as the Board in its sole discretion deems appropriate.

Section 3.4 Amendment and Termination

(1) The Board may suspend or terminate this Plan at any time, or from time to time amend or revise the terms of this Plan or of any Option granted under this Plan and any Stock Option Certificate or other agreement or document relating to it, provided that no such suspension, termination, amendment or revision will be made:

(a) except in compliance with applicable law and with the prior approval, if required, of the Stock Exchange or any other regulatory body having authority over the Corporation, this Plan or the Shareholders; and

(b) in the case of an amendment or revision, if it would materially adversely affect the rights of any Participant, without the consent of the Participant.

(2) If this Plan is terminated, the provisions of this Plan and any administrative guidelines and other rules and regulations adopted by the Board and in force on the date of termination will continue in effect as long as any Option or any rights granted pursuant to this Plan remain outstanding and, despite the termination of this Plan, the Board may make such amendments to this Plan or to the terms of any outstanding Options as they would have been entitled to make if this Plan were still in effect.

(3) Subject to any applicable rules of the Stock Exchange, the Board may from time to time, in its absolute discretion and without the approval of Shareholders, make the following amendments to this Plan or any Option:

(a) any amendment to the vesting and assignability provisions of this Plan and any Option;

(b) any amendment regarding the effect of termination of a Participant's employment or engagement;

(c) any amendment which accelerates the date on which any Option may be exercised under this Plan;

(d) any amendment to the definition of an Eligible Person;

(e) any amendment to add provisions permitting for the granting of cash-settled awards, a form of financial assistance or clawback and any amendment to a cash-settled award, financial assistance or clawback provision which is adopted;

(f) any amendment necessary to comply with applicable law or the requirements of the Stock Exchange or any other regulatory body having authority over the Corporation, this Plan or the Shareholders;

(g) any amendment of a "housekeeping" nature, including, without limitation, to clarify the meaning of an existing provision of this Plan, correct or supplement any provision of this Plan that is inconsistent with any other provision of this Plan, correct any grammatical or typographical errors or amend the definitions in this Plan regarding administration of this Plan;

(h) any amendment regarding the administration of this Plan; and

(i) any other amendment that does not require the approval of Shareholders under Section 3.4(4).

(4) Shareholder approval is required for the following amendments to this Plan:

(a) any increase in the maximum number of Shares that may be issuable pursuant to Options granted under this Plan as set out in Section 3.3(3);

(b) any reduction in the Exercise Price of an Option or extension of the Expiry Date of an Option benefitting an Insider and;

(c) any amendment to Section 3.4(3) and (4).

Section 3.5 Compliance with Legislation

(1) This Plan, the terms of the issue or grant of, and the grant and exercise of, any Option under this Plan, and the Corporation's obligation to sell and deliver Shares upon the exercise of Options, is subject to all applicable federal, provincial and foreign laws, rules and regulations, the rules and regulations of the Stock Exchange and to such approvals by any regulatory or governmental agency as may, in the opinion of counsel to the Corporation, be required. The Corporation is not obliged by any provision of this Plan or the grant of any Option under this Plan to issue or sell Shares if, in the opinion of the Board, such action would constitute a violation by the Corporation or a Participant of any laws, rules and regulations or any condition of such approvals.

(2) The Participant agrees to fully cooperate with the Corporation in doing all such things, including executing and delivering all such agreements, undertakings or other documents or furnishing all such information as is reasonably necessary to facilitate compliance by the Corporation with such laws, rule and requirements, including all tax withholding and remittance obligations.

(3) No Option will be granted, and no Shares issued under this Plan, where such grant, issue or sale would require registration of this Plan or of Shares under the securities laws of any foreign jurisdiction, and any purported grant of any Option or purported issue of Shares under this plan in violation of this provision is void.

(4) The Corporation has no obligation to issue any Shares pursuant to this Plan unless such Shares have been duly listed, upon official notice of issuance, with the Stock Exchange and shall be prohibited from offering to sell or selling, any Shares pursuant to an award to any U.S. taxpayer unless such Shares have been properly registered for sale pursuant to the U.S. Securities Act with the Securities and Exchange Commission or unless such shares may be offered or sold without such registration pursuant to and in compliance with the terms of an available exemption. The Corporation shall be under no obligation to register for sale under the U.S. Securities Act any of the Shares to be offered or sold under the Plan. Shares issued and sold to Participants pursuant to the exercise of Options may be subject to limitations on sale or resale under applicable securities laws. Without limiting the generality of the foregoing, the Board may cause a legend or legends to be put on any such certificates of Shares delivered under the Plan to make appropriate reference to such restrictions or may cause such Shares delivered under the Plan in book-entry form to be held subject to the Corporation's instructions or subject to appropriate stop-transfer orders.

(5) If Shares cannot be issued to a Participant upon the exercise of an Option due to legal or regulatory restrictions, the obligation of the Corporation to issue such Shares will terminate and any funds paid to the Corporation in connection with the exercise of such Option will be returned to the applicable Participant as soon as practicable.

Section 3.6 Effective Date

This Plan will be effective as of October 3, 2016, as amended or amended and restated from time to time (the "Effective Date").

Section 3.7 Tax Withholdings

(1) Despite any other provision contained in this Plan, in connection with the exercise of an Option by a Participant from time to time, the Corporation may withhold from any amount payable to a Participant, including the issuance of Shares to a Participant upon the exercise of such Participant's Options, such amounts as are required by law to be withheld or deducted as a consequence of his exercise of Options or other participation in this Plan ("**Withholding Obligations**"). The Corporation has the right, in its sole discretion, to satisfy any Withholding Obligations by:

(a) selling or causing to be sold, on behalf of any Participant, such number of Shares issued to the Participant on the exercise of Options as is sufficient to fund the Withholding Obligations;

(b) retaining the amount necessary to satisfy the Withholding Obligations from any amount which would otherwise be delivered, provided or paid to the Participant by the Corporation, whether under this Plan or otherwise;

(c) requiring the Participant, as a condition of exercise pursuant to Section 4.4 to (i) remit the amount of any such Withholding Obligations to the Corporation in advance; (ii) reimburse the Corporation for any such Withholding Obligations; or (iii) cause a broker who sells Shares acquired by the Participant on behalf of the Participant to withhold from the proceeds realized from such sale the amount required to satisfy any such Withholding Obligation and to remit such amount directly to the Corporation; and/or

(d) making such other arrangements as the Corporation may reasonably require.

(2) The sale of Shares by the Corporation, or by a broker engaged by the Corporation (the "**Broker**"), under Section 3.7(1) or under any other provision of the Plan will be made on the Stock Exchange. The Participant consents to such sale and grants to the Corporation an irrevocable power of attorney to effect the sale of such Shares on his behalf and acknowledges and agrees that (i) the number of Shares sold will be, at a minimum, sufficient to fund the Withholding Obligations net of all selling costs, which costs are the responsibility of the Participant and which the Participant hereby authorizes to be deducted from the proceeds of such sale; (ii) in effecting the sale of any such Shares, the Corporation or the Broker will exercise its sole judgment as to the timing and the manner of sale and will not be obligated to seek or obtain a minimum price; and (iii) neither the Corporation nor the Broker will be liable for any loss arising out of such sale of the Shares including any loss relating to the pricing, manner or timing of the sales or any delay in transferring any Shares to a Participant or otherwise.

(3) The Participant further acknowledges that the sale price of the Shares will fluctuate with the market price of the Shares and no assurance can be given that any particular price will be received upon any sale.

Section 3.8 Non-qualified stock options; Exemption from Section 409A

(1) Options granted to U.S. Taxpayers are not intended to satisfy the requirements of Section 422 of the Code as "incentive stock options". Despite any provision of the Plan to the contrary, it is intended that Options granted under the Plan to U.S. Taxpayers be exempt from Section 409A, and all provisions of the Plan will be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A.

(2) Each U.S. Taxpayer is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on or for the account of such U.S. Taxpayer in connection with the Plan (including any taxes and penalties under Section 409A), and neither the Corporation not any Affiliate will have any obligation to indemnify or otherwise hold such U.S. Taxpayer (or any beneficiary) harmless from any or all of such taxes or penalties.

Section 3.9 Miscellaneous

(1) Nothing contained in this Plan will prevent the Board from adopting other or additional Share Compensation Arrangements or compensation arrangements, subject to any required approval.

(2) This Plan does not grant any Participant or any employee of the Corporation or its Affiliates the right or obligation to serve or continue to serve as a Consultant, director, officer or employee, as the case may be, of the Corporation or its Affiliates. The awarding of Options to any Eligible Person is a matter to be determined solely in the discretion of the Board. This Plan will not in any way fetter, limit, obligate, restrict or constrain the Board with regard to the allotment or issue of any Shares or any other securities in the capital of the Corporation other than as specifically provided for in this Plan. The grant of an Option to, or the exercise of an Option by, a Participant under this Plan does not create the right for such Participant to receive additional grants of Options under this Plan.

(3) No fractional Shares will be issued upon the exercise of Options granted under this Plan and, accordingly, if a Participant would become entitled to a fractional Share upon the exercise of an Option, or from an adjustment pursuant to Section 3.3(6), such Participant will only have the right

to purchase the next lowest whole number of Shares, and no payment or other adjustment will be made with respect to the fractional interest so disregarded.

(4) The Corporation makes no representation or warranty as to the future market value of the Shares or with respect to any income tax matters affecting the Participant resulting from the grant or exercise of an Option and/or transactions in the Shares. Neither the Corporation, nor any of its directors, officers, employees, Shareholders or agents will be liable for anything done or omitted to be done by such person or any other person with respect to the price, time, quantity or other conditions and circumstances of the issuance of Shares under this Plan, with respect to any fluctuations in the market price of Shares or in any other manner related to this Plan.

(5) The Board may adopt such rules or regulations and vary the terms of this Plan and any Option issued in accordance with this Plan as it considers necessary to address tax or other requirements of any applicable non-Canadian jurisdiction, including, without limitation, Section 409A.

(6) Participants (and their legal personal representatives) have no legal or equitable rights, claims, or interest in any specific property or assets of the Corporation or any Affiliate. No assets of the Corporation or any Affiliate will be held in any way as collateral security for the fulfillment of the obligations of the Corporation or any Affiliate under this Plan. Any and all of the Corporation's or any Affiliate's assets are, and remain, the general unpledged, unrestricted assets of the Corporation or Affiliate. The Corporation's or any Affiliate's obligation under this Plan are merely that of an unfunded and unsecured promise of the Corporation or such Affiliate to pay money in the future, and the rights of Participants (and their legal personal representatives) are no greater than those of unsecured general creditors.

(7) For greater certainty, no amount will be paid to, or in respect of, a Participant under this Plan or pursuant to any other arrangement, and no additional Options will be granted to such Participant to compensate for a downward fluctuation in the price of the Shares, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose.

(8) This Plan is governed by the laws of British Columbia and the federal laws of Canada applicable therein.

ARTICLE 4
OPTIONS

Section 4.1 Grants of Options

(1) Options will be evidenced by a stock option certificate ("Stock Option Certificate"), which shall be in the form approved for use under this Plan from time to time.

(2) Subject to the provisions of this Plan, the Board has the authority to determine the limitations, restrictions and conditions, if any, in addition to those set forth in Section 3.1(2) and Section 4.3, applicable to the exercise of an Option. An Eligible Person may receive Options on more than one occasion under this Plan and may receive separate Options on any one occasion.

(3) The Board may from time to time, in its discretion, grant Options to any Eligible Person upon the terms, conditions and limitations set forth in this Plan and such other terms, conditions and limitations permitted by and not inconsistent with this Plan as the Board may determine, provided that Options granted to any Participant must be approved by the Shareholders if the rules of the Stock Exchange require such approval. Despite the foregoing, no Option will be granted where

such grant is restricted pursuant to the terms of any trading policies or other restrictions imposed by the Corporation.

Section 4.2 Exercise Price

An Option may be exercised at a price (the "Exercise Price") established by the Board at the time that the Option is granted, but in no event can the Exercise Price be less than the Market Price. The Exercise Price is subject to adjustment in accordance with the provisions of Section 3.3(6) hereof.

Section 4.3 Vesting

Subject to Section 4.8, unless as otherwise provided in a Participant's employment agreement or Stock Option Certificate or as otherwise determined by the Board, in its sole discretion, all Options granted under this Plan will vest over a five-year period following the date of the grant, with twenty percent (20%) of the total number of Options forming part of any grant to vest on each anniversary date after the date of the grant, commencing on the first anniversary of the date of the grant. Options may be subject to additional vesting conditions as may be determined by the Board at the time of grant, including performance vesting conditions.

Section 4.4 Exercise of Options

(1) The period during which an Option may be exercised (the "Option Period") will be determined by the Board at the time the Option is granted and set out in the Stock Option Certificate in respect of such Option, provided that:

(a) all Options expire on the date (the "Expiry Date") set out by the Board on the date of grant and as described in the applicable Stock Option Certificate provided that no Option will be exercisable for a period exceeding ten (10) years from the date the Option is granted;

(b) Options may not be exercised until they have vested;

(c) the Option Period will be automatically reduced in accordance with Section 4.8 below upon the occurrence of any of the events referred to in such section; and

(d) no Option in respect of which Shareholder approval is required under the rules of the Stock Exchange will be exercisable until such time as such Option has been approved by the Shareholders.

(2) Despite any other provision of this Plan, if the Expiry Date of an Option falls on, or within nine (9) Business Days immediately following a date upon which a Participant is prohibited from exercising an Option due to a black-out period or other trading restriction imposed by the Corporation (but, for greater certainty, not a cease trade order or other restriction imposed by any person other than the Corporation), then the Expiry Date of such Option will be automatically extended to the tenth (10th) Business Day following the date the relevant black-out period or other trading restriction imposed by the Corporation is lifted, terminated or removed (provided that, for U.S. taxpayers such extension does not violate Section 409A). Where the Expiry Date of an Option falls immediately after a black-out period or other trading restriction imposed by the Corporation, and for greater certainty, not later than ten (10) Business Days after the black-out period or other trading restriction imposed by the Corporation, then the Expiry Date of such Option will be automatically extended by such number of days equal to ten (10) days less the number of Business Days after the black-out period that the Option expires (provided that, for U.S. taxpayers such extension does not violate Section 409A).

(3) Subject to Section 3.7 and Section 4.5, the Exercise Price of each Share purchased under an Option must be paid in full in cash or by bank draft or certified cheque at the time of such exercise, and upon receipt of payment in full, the number of Shares in respect of which the Option is exercised will be duly issued as fully paid and non-assessable.

(4) Upon the exercise of Options pursuant to this Section 4.4, the Corporation will immediately deliver, or cause the registrar and transfer agent of the Shares to deliver, to the relevant Participant (or his legal or personal representative) or to the order thereof, the number of Shares with respect to which Options have been exercised (subject to Section 3.7).

(5) Subject to the other provisions of this Plan and any vesting limitations imposed by the Board at the time of grant, Options may be exercised, in whole or in part, at any time or from time to time, by a Participant by written notice given to the Corporation as required by the Board from time to time.

Section 4.5 Cashless Exercise

A participant may elect, in its sole discretion, to undertake: (i) a broker assisted "cashless exercise" pursuant to which the Corporation or its designee (including third party administrators) may deliver a copy of irrevocable instructions to a Broker engaged for such purposes to sell the Shares otherwise deliverable upon the exercise of the Options and to deliver promptly to the Corporation an amount equal to the Exercise Price and all applicable required Withholding Obligations against delivery of the Shares to settle the applicable trade; or (ii) a "net exercise" procedure effected by withholding the minimum number of Shares otherwise deliverable in respect of an Option that are needed to pay for the Exercise Price and all applicable required Withholding Obligations. In all events of cashless or net exercise pursuant to this Section 4.5: (i) the participant shall comply with Section 3.7 of the Plan with regards to any applicable Withholding Obligations; and (ii) shall comply with all such other procedures and policies as the Board may prescribe or determine to be necessary or advisable from time to time including prior written consent of the Board, in connection with such exercise.

Section 4.6 Change of Control

(1) Despite any other provision of this Plan, in the event of a Change of Control Event, all unvested Options then outstanding will be substituted by or replaced with stock options of the surviving corporation (or any affiliate thereof) or the potential successor (or any affiliate thereto) (the "continuing entity") on the same terms and conditions as the original Options, subject to appropriate adjustments.

(2) If within 12 months of a Change of Control Event, a Participant's service, consulting relationship, or employment with the Corporation, an Affiliate or the continuing entity is terminated without Cause, or the Participant resigns from his employment for Good Reason, the vesting of all Options then held by such Participant (and, if applicable, the time during which such Options may be exercised) will be accelerated in full.

(3) If, upon a Change of Control Event, the continuing entity fails to comply with Section 4.6(1) above, the vesting of all then outstanding Options (and, if applicable, the time during which such Options may be exercised) will, at the discretion of the Board, be accelerated in full.

(4) No fractional Shares or other security will be issued upon the exercise of any Option and accordingly, if as a result of a Change of Control Event, a Participant would become entitled to a fractional Share or other security, such Participant will have the right to acquire only the next lowest whole number of Shares or other security and no payment or other adjustment will be made with respect to the fractional interest so disregarded.

(5) Despite anything else to the contrary in this Plan, in the event of a potential Change of Control Event, the Board will have the power, in its sole discretion, to modify the terms of this Plan and/or the Options to assist the Participants in tendering to a take-over bid or other transaction leading to a Change of Control Event. For greater certainty, in the event of a take-over bid or other transaction leading to a Change of Control Event, the Board has the power, in its sole discretion, to permit Participants to conditionally exercise their Options, such conditional exercise to be conditional upon the take-up by such offeror of the Shares or other securities tendered to such take-over bid in accordance with the terms of the take-over bid (or the effectiveness of such other transaction leading to a Change of Control Event). If, however, the potential Change of Control Event referred to in this Section 4.6(5) is not completed within the time specified (as the same may be extended), then despite this Section 4.6(5) or the definition of "Change of Control Event", (i) any conditional exercise of vested Options will be deemed to be null, void and of no effect, and such conditionally exercised Options will for all purposes be deemed not to have been exercised, and (ii) Options which vested pursuant to this Section 4.6(5) will be returned by the Participant to the Corporation and reinstated as authorized but unissued Shares and the original terms applicable to such Options will be reinstated.

(6) If the Board has, pursuant to the provisions of Section 4.6(5), permitted the conditional exercise of Options in connection with a potential Change of Control Event, then the Board will have the power, in its sole discretion, to terminate, immediately following actual completion of such Change of Control Event and on such terms as it sees fit, any Options not exercised (including all unvested Options).

Section 4.7 Transfer and Assignment

Options are not transferable or assignable by a Participant otherwise than by will or the laws of descent and distribution, and will be exercisable only by a Participant during the lifetime of the Participant, subject to Section 4.8(1)(c), by reason of death or Disability only by the Participant's legal representative, provided that Options may be transferred or assigned by a Participant to, or exercisable by, a Permitted Assign of Participant with the Board's prior written consent and subject to such conditions as the Board may stipulate.

Section 4.8 Termination of Service

(1) Subject to Section 4.8(1)(a), and except as otherwise set out in a Participant's employment agreement or Stock Option Certificate or as otherwise determined by the Board, in its sole discretion:

(a) if a Participant ceases to be an Eligible Person as a result of his resignation from the Corporation, each unvested Option held by the Participant will automatically terminate and become void immediately upon resignation, and each vested Option will cease to be exercisable on the earlier of the original Expiry Date of the Option and thirty (30) days following the Termination Date;

(b) if a Participant ceases to be an Eligible Person as a result of his Retirement, each unvested Option held by such Participant will continue to vest for a period of ninety (90) days from the date of his Retirement and all vested Options, including those that vest during such ninety (90) day period held by such Participant will continue to be exercisable for a period of up to the earlier of ninety (90) days from the date of his Retirement and the original Expiry Date of the Option, and afterwards each vested Option held by such Participant will cease to be exercisable and all unvested Options will terminate and become void;

(c) if a Participant ceases to be an Eligible Person by reason of death or Disability, each unvested Option held by such Participant will continue to vest for a period of twelve (12) months from the date of death or Disability and all vested Options, including those that vest during such twelve (12) month period held by such Participant will continue to be exercisable for a period of up to the earlier of twelve (12) months from the date of death or Disability and the original Expiry Date of the Option, and afterwards each vested Option held by such Participant will cease to be exercisable and all unvested Options will terminate and become void;

(d) if a Participant ceases to be an Eligible Person as a result of such Participant's service, consulting relationship, or employment with the Corporation or an Affiliate having been terminated for Cause, each Option held by the Participant, whether vested or unvested, will automatically terminate and become void; and

(e) if, other than in connection with a Change of Control Event as described in Section 4.6(2) above, a Participant ceases to be an Eligible Person as a result of such Participant's service, consulting relationship, or employment with the Corporation or an Affiliate having been terminated without Cause, or the Participant resigns from his employment for Good Reason, or the Participant is no longer serving as a director of the Corporation, each unvested Option held by the Participant will automatically terminate and become void on the Termination Date and each vested Option will cease to be exercisable on the earlier of the original Expiry Date of the Option and thirty (30) days following the Termination Date.

(2) For the purposes of this Plan, a Participant's employment with the Corporation or an Affiliate is considered to have terminated effective on the last day of the Participant's actual and active employment with the Corporation or Affiliate, whether such day is selected by agreement with the individual, unilaterally by the Corporation or Affiliate and whether with or without advance notice to the Participant. For the avoidance of doubt, no period of notice, if any, or payment instead of notice that is given or that ought to have been given under applicable law, whether by statute, imposed by a court or otherwise, in respect of such termination of employment that follows or is in respect of a period after the Participant's last day of actual and active employment will be considered as extending the Participant's period of employment for the purposes of determining his entitlement under this Plan.

(3) The Participant shall have no entitlement to damages or other compensation arising from or related to not receiving any awards which would have vested or accrued to the Participant after the date of cessation of employment or if working notice of termination had been given.

Section 4.9 Notice

Any notice required to be given by this Plan must be in writing and be given by registered mail, prepaid postage, or delivered by courier or by facsimile transmission addressed, if to the Corporation, to the office of the Corporation in Vancouver, British Columbia, Attention: Legal Department; or if to a Participant, to such Participant by electronic mail at his or her email address, by hand delivery or courier at his or her address as it appears on the books of the Corporation or in the event of the address of any such Participant not so appearing, then to the last known address of such Participant; or if to any other person, to the last known address of such person.

Section 4.10 Rights of Participants

No person entitled to exercise any Option granted under this Plan has any of the rights or privileges of a Shareholder in respect of any underlying Shares issuable upon exercise of such Option,

including without limitation, the right to participate in any new issue of Shares to existing holders of Shares, until such Option has been exercised and such underlying Shares have been paid for in full and issued to such person. For greater certainty, nothing contained in this Plan nor in any Option granted in accordance with this Plan is deemed to give any Participant any interest or title in or to any Shares or any other legal or equitable right against the Corporation or any of its Affiliates whatsoever other than as set forth in this Plan and pursuant to the exercise of any Option.

Section 4.11 Right to Issue Other Shares

The Corporation is not by virtue of this Plan restricted in any way from declaring and paying stock dividends, issuing further Shares, or varying or amending its share capital or corporate structure.

Section 4.12 Quotation of Shares

So long as the Shares are listed on the Stock Exchange, the Corporation must apply to the Stock Exchange for the listing or quotation, as applicable, of the Shares issued upon the exercise of all Options granted under this Plan, however, the Corporation cannot guarantee that such Shares will be listed or quoted on the Stock Exchange.

ARTICLE 5
BOARD APPROVAL

Section 5.1 Adoption

This Plan was initially adopted by the Board on September 26, 2016 and amended and restated effective as of ●, 2018.