

SUBSCRIPTION FORM AND POWER OF ATTORNEY

DKAM CAPITAL IDEAS FUND LP

TO: DKAM Capital Ideas Fund LP
c/o DKAM CI GenPar Inc. (the “General Partner”)
36 King Street East, Suite 810
Toronto, Ontario M5C 1E5
Attention: President
Phone: (416) 364-8885
Fax: (416) 364-5999

The undersigned (the “Subscriber”) hereby irrevocably subscribes for that number of units (“Units”) of DKAM Capital Ideas Fund LP (the “Partnership”) as set forth below at a price per Unit as described in the confidential offering memorandum of the Partnership dated November 16, 2009, as it may be amended from time to time, relating to the offering of the Units (the “Offering Memorandum”). **By submitting this subscription, the Subscriber acknowledges having received and read the Offering Memorandum and that the General Partner and Donville Kent Asset Management Inc. (the “Investment Manager”) are relying on the representations and warranties set out below. Specifically the Subscriber has determined, based on his or her own business experience and/or after having consulted with professional advisers (including the Investment Manager), that this investment is appropriate for him or her.** Subscribers purchasing Units directly from the Partnership or through the Investment Manager (and not from their own dealer) must complete **Schedule “A”** hereto.

General

The Subscriber acknowledges the information found the Offering Memorandum including, in particular, those investment considerations described therein under the heading “Risk Factors”. Unless otherwise defined or if the context otherwise requires, all capitalized terms used in this subscription form and power of attorney (“**Subscription Agreement**”) have the meanings given in the Offering Memorandum and in the amended and restated limited partnership agreement governing the affairs of the Partnership dated as of May 1, 2009, amended as of November 16, 2009 and as it may be further amended from time to time (the “**Limited Partnership Agreement**”).

The Subscriber tenders herewith, in full payment of the aggregate subscription price of the Units, a cheque made payable to the Partnership or confirmation of wire instructions or other evidence of payment (as the General Partner and the selling dealer may otherwise permit or require) for the amount set forth below representing the purchase price of the Units subscribed for. No Units shall be issued to the Subscriber until the Partnership has received the subscription proceeds and this Subscription Agreement, duly completed.

The Subscriber acknowledges that participation in the Partnership is subject to the acceptance of this subscription by the General Partner and to certain other conditions set forth in the Offering Memorandum and the Limited Partnership Agreement. The Subscriber agrees that this subscription is given for valuable consideration and shall not be withdrawn or revoked by the Subscriber. The acceptance of this subscription shall be effective upon the written acceptance by the General Partner and the deposit of the Subscriber’s payment into any of the Partnership’s accounts. **The Subscriber shall become a party to and bound by the terms of the Limited Partnership Agreement upon acceptance of this subscription and acknowledges execution of the Limited Partnership Agreement, and any amendments thereto from time to time, by the General Partner on behalf of the Subscriber.** This Subscription Agreement and subscription proceeds shall be returned without interest or deduction to the Subscriber at the address indicated below if this subscription is not accepted. If the subscription is accepted only in part, that portion of the subscription price for the Units which is not accepted will be promptly delivered or mailed to the Subscriber without interest or penalty.

General Representations and Warranties

The Subscriber represents, certifies, acknowledges and covenants to and in favour of the Partnership and the General Partner as follows:

- (1) the Subscriber has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of an investment in the Partnership and is able to bear the economic risk of loss of such investment;
- (2) the Subscriber is not a “non-resident”, a partnership other than a “Canadian partnership”, a “tax shelter”, a “tax shelter investment”, or an entity an interest in which is a “tax shelter investment” or in which a “tax shelter investment” has an interest, within the meaning of the *Income Tax Act* (Canada), nor is the Subscriber a partnership that does not prohibit investment by the foregoing persons; and in the event that the Subscriber’s status in this respect changes, the Subscriber will immediately notify the General Partner in writing;
- (3) if the Subscriber is or becomes a “financial institution” within the meaning of Section 142.2 of the *Income Tax Act* (Canada), the Subscriber will immediately notify the General Partner in writing of such status;
- (4) if an individual, the Subscriber has attained the age of majority and has the legal capacity and competence to execute this Subscription Agreement and to take all actions required pursuant hereto;
- (5) if not an individual, the Subscriber has good right, full power and absolute authority to execute this Subscription Agreement and to take all necessary actions, and all necessary approvals have been given to authorize it to execute this Subscription Agreement;
- (6) this subscription, when accepted, will constitute a legal, valid, binding and enforceable contract of the Subscriber, enforceable against the Subscriber in accordance with its terms;
- (7) the entering into of this Subscription Agreement and the transactions contemplated hereby will not result in the violation of any terms or provisions of any law applicable to or the constating documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber may be a party or by which he, she or it is or may be bound;
- (8) if the Subscriber is purchasing the Units as trustee or agent (including, for greater certainty, a portfolio manager or comparable advisor) for a principal, the Subscriber has notified the General Partner and the Investment Manager of such fact, and the Subscriber is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such purchase on behalf of such principal, to agree to the terms and conditions contained herein and therein and to make the representations, certifications, acknowledgments and covenants made herein and therein, and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid and binding agreement enforceable against, such principal, **and the Subscriber acknowledges that the General Partner is required by law to disclose, on a confidential basis, to certain regulatory authorities, the identity of such beneficial purchaser of Units for whom the Subscriber may be acting;**
- (9) the Subscriber is a resident of, or is otherwise subject to the securities laws of, the jurisdiction set out under “Name and Address of Subscriber” below and is not purchasing the Units for the account or benefit of any person in any jurisdiction other than such jurisdiction;
- (10) the Subscriber has no knowledge of a “material fact” or “material change” (as those terms are defined in applicable securities legislation) in the affairs of the Partnership that has not been generally disclosed to the public, save knowledge of this particular transaction;
- (11) the Subscriber is aware that there are securities and tax laws applicable to the holding and disposition of the Units and has been given the opportunity to seek advice in respect of such laws and is not relying solely upon information from the Partnership, the General Partner, the Investment Manager, or, where applicable, their officers, directors, employees or agents;

- (12) the Subscriber acknowledges that no prospectus has been filed with any securities commission or other regulatory body in connection with the issuance of the Units, such issuance is exempted from the prospectus requirements of applicable securities legislation; and
- (a) the Subscriber is restricted from using the civil remedies available,
 - (b) the Subscriber may not receive information that would otherwise be required to be provided, and
 - (c) the Partnership is relieved from certain obligations that would otherwise apply,
- under certain applicable securities legislation which would otherwise be available if the Units were sold pursuant to a prospectus;
- (13) the Subscriber has received, reviewed and fully understands the Limited Partnership Agreement and the Offering Memorandum and has had the opportunity to ask and have answered any and all questions which the Subscriber wished with respect to the business and affairs of the Partnership, the Units and the subscription hereby made;
- (14) specifically, the Subscriber is aware of the characteristics of the Units, of the nature and extent of personal liability and of the risks associated with an investment in the Units;
- (15) the Subscriber shall not knowingly transfer his, her or its Units in whole or in part to a person without the approval of the General Partner and will do so only in accordance with applicable securities laws;
- (16) the investment portfolio and trading procedures of the Partnership are proprietary to the Partnership and the Investment Manager and all information relating to such investment portfolio and trading procedures shall be kept confidential by the Subscriber and will not be disclosed to third parties (excluding the Subscriber's professional advisers) without the written consent of the General Partner; and
- (17) the Subscriber will execute and deliver all documentation as may be required by applicable securities legislation or by the Partnership, as the case may be, to permit the purchase of the Units on the terms herein set forth and the Subscriber will deliver such releases or any other documents for income tax purposes, if any, as from time to time may be required by the General Partner.

The representations, warranties, covenants and acknowledgments of the Subscriber contained in this agreement and in the Limited Partnership Agreement shall survive the completion of the purchase and sale of the Units and any subsequent purchase of Units and the Subscriber undertakes to notify immediately the Partnership at the address set forth above of any change in any representation, warranty or other information relating to the Subscriber set forth in this Subscription Agreement.

Power-of-Attorney

In consideration of the General Partner accepting this subscription and conditional thereon:

- (1) the Subscriber hereby nominates, constitutes and appoints the General Partner, with full power of substitution, as his, her or its agent and true and lawful attorney for property and agent to act on his, her or its behalf, with full power and authority in his, her or its name, place and stead to:
- (a) execute, swear to, ratify, confirm, acknowledge, deliver, file and record in the appropriate public offices in any jurisdictions where the General Partner considers it appropriate any and all of:
 - (i) the Limited Partnership Agreement, and any amendment, change or modification thereto from time to time made in accordance with its terms, and all declarations and other instruments or documents necessary or required to continue and keep in good standing the Partnership as a limited partnership in the Province of Ontario and elsewhere;
 - (ii) all documents on behalf of the Subscriber and in the Subscriber's name as may be necessary to give effect to the sale or assignment of a Unit or to give effect to the

admission of additional or substituted Limited Partners or a transferee of Units as a new Limited Partner of the Partnership as required by and/or subject to the terms and restrictions of the Limited Partnership Agreement;

- (iii) all conveyances and other instruments or documents required in connection with the dissolution and liquidation of the Partnership subject to the terms and restrictions of the Limited Partnership Agreement, including cancellation of any Certificate and the distribution of assets of the Partnership;
 - (iv) all other instruments and documents on the Subscriber's behalf and in the Subscriber's name or in the name of the Partnership as may be deemed necessary by the General Partner to carry out fully the Limited Partnership Agreement in accordance with its terms; and
- (b) all elections, determinations, designations, declarations of status or beneficial ownership, claims, information returns, forms, or similar documents or instruments under the *Income Tax Act* (Canada) (including without limitation elections under Section 97(2) thereof as it may be amended or replaced from time to time) or any other taxation or other legislation or laws of like import in Canada, in the United States of America (including without limitation Form W-8), or in any other foreign jurisdiction, in respect of the affairs of the Partnership or of the Subscriber's interest in the Partnership, for and including the calendar years 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018 and 2019 and any and all such other taxation years in which the Subscriber is or is deemed to be a Limited Partner; and
- (2) the Subscriber acknowledges that the ability of the General Partner to carry out its duties and discharge its obligations to the Partnership is dependant on the validity and survival of this power-of-attorney.

The power-of-attorney hereby granted is a power coupled with an interest and is irrevocable; it shall survive the assignment by the Subscriber of the whole or any part of the interest of the Subscriber in the Partnership, extends to the heirs, executors, administrators, successors, assigns and other legal representatives of the Subscriber, shall survive the death or disability of the Subscriber and may be exercised by the General Partner on behalf of the Subscriber in executing such instrument with a single signature as attorney and agent for all of them. The Subscriber agrees to be bound by any representation or action made or taken by the General Partner pursuant to such power of attorney and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the General Partner taken in good faith under such power of attorney. In the event that a court of competent jurisdiction (or an arbitrator in circumstances where the General Partner has agreed to be bound by such arbitrator's decision) determines that this power-of-attorney has been terminated, been duly revoked or has become invalid, any exercise of the power by the General Partner following such termination, revocation or invalidity shall be valid and binding as between the Subscriber or the estate of the Subscriber and any person, including the General Partner, who acted in good faith and without knowledge of the termination, revocation or invalidity.

The Subscriber hereby releases the General Partner from all liability of any kind that may arise in consequence of any act or omission of the General Partner, so long as the General Partner exercises its authority hereunder in good faith. The Subscriber agrees to be bound by any representation or action made or taken by the General Partner pursuant to this power of attorney and, if requested, agrees to ratify any such representation or action, including the execution of any documents necessary to effect such ratification. The Subscriber hereby indemnifies the General Partner with respect to all liability that may arise hereunder in consequence of any act or omission of the General Partner in the exercise of its authority hereunder, unless the General Partner is found by a court of competent jurisdiction in the Province of Ontario to have acted without good faith in exercising its authority hereunder, and such indemnification shall remain effective for any entity that ceases to be General Partner in respect of any such act or omission that occurred while such entity was General Partner.

This power of attorney becomes effective on the date of acceptance of this subscription and shall continue in respect of the General Partner so long as it is the general partner of the Partnership, and shall terminate thereafter, but shall continue in respect of a new general partner as if the new general partner were

the original attorney. This power-of-attorney is in addition to and does not override or terminate any other power-of-attorney previously granted by the Subscriber; however in the event of a conflict between the terms of the power-of-attorney contained herein, and the provisions relating to a power-of-attorney contained in the Limited Partnership Agreement or in any previous subscription for Units of the Partnership by the Subscriber, the terms of this power-of-attorney shall prevail. This power-of-attorney shall survive the granting of any subsequent power of attorney by the Subscriber. The Subscriber agrees to take any action reasonably required by the General Partner to ratify any decision made or step taken by the General Partner pursuant to this power-of-attorney.

Anti-Money Laundering and Anti Terrorist Financing Legislation

In order to comply with Canadian legislation aimed at the prevention of money laundering and terrorism financing, the General Partner and the Investment Manager may require additional information concerning investors from time to time, and the Subscriber agrees to provide all such information.

In accordance with the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada), a Subscriber purchasing directly from the Partnership (and not through a registered dealer to whom the following has been provided) who is an individual must pay by cheque or attach a void cheque from a financial entity for the account in the name of the individual. Individuals must also provide original or guaranteed proof of identity in the form of a current driver's licence or passport. For these purposes, a financial entity means a bank, credit union, caisse populaire, a trust and loan company or an agent of the Crown that accepts deposit liabilities. For corporations, limited partnerships or similar entities, other than those entities specifically exempted by the applicable rules, please complete **Schedule "C"** and provide proof of the entity's existence (e.g. certificate of corporate status, or partnership agreement or other constating document), a list showing the name and occupation of each director, a list showing the name, address and occupation of all individuals who own or control directly or indirectly 25% or more of the entity, evidence of Signatory's authority to bind the Subscriber, an original or guaranteed copy of proof of identification (drivers license or passport) for the Signatory and a void cheque from a financial entity for an account in the name of the Signatory. The General Partner, in its sole discretion, may waive such requirements where it has reasonable grounds to believe that applicable anti-money laundering laws and regulations have been complied with in respect of such subscription.

In order to assist the Investment Manager in discharging its obligations, the Subscriber represents that neither he or she, or any director, officer and beneficial owner of it (unless the entity is specifically exempted), nor any of such persons' mother or father, child, spouse or common-law partner, spouse's or common-law partner's mother or father, or brother, sister, half-brother or half-sister, is a politically exposed foreign person. A "politically exposed foreign person" is an individual who holds or has ever held one of the following offices or positions in or on behalf of a foreign country:

- a head of state or government;
- a member of the executive council of government or member of a legislature;
- a deputy minister (or equivalent);
- an ambassador or an ambassador's attaché or counsellor;
- a military general (or higher rank);
- a president of a state owned company or bank;
- a head of a government agency;
- a judge; or
- a leader or president of a political party in a legislature.

The Subscriber will immediately notify the Investment Manager if the status of any such person in this regard changes.

The Subscriber acknowledges that if, as a result of any information or other matter which comes to the General Partner's or Investment Manager's attention, any director, officer or employee of the General Partner or Investment Manager, or their professional advisers, knows or suspects that an investor is engaged in money

laundering, such person is required to report such information or other matter to the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) and such report shall not be treated as a breach of any restriction upon the disclosure of information imposed by Canadian law or otherwise.

Financial Reporting and Consent to Electronic Delivery of Documents

The Subscriber hereby agrees that it does not want to receive annual and interim financial statements in respect of the Partnership. The Subscriber understands that it may change this standing instruction by completing **Schedule “D”**. The Subscriber acknowledges that it is entitled to receive annual and interim financial statements and may receive other information about the Partnership from the General Partner or the Investment Manager. By completing **Schedule “E”**, the Subscriber is consenting to the receipt of financial information and other reports electronically.

Privacy Policy

Attached as **Schedule “F”** hereto is a copy of the Partnership’s Privacy Policy. By signing this Subscription Agreement, the Subscriber consents to the collection, use and disclosure of his or her personal information in accordance with such policy.

Indemnity

The Subscriber agrees to indemnify the Partnership, the General Partner and the Investment Manager, against all losses, claims, costs, expenses and damages or liabilities which it may suffer or incur or cause arising from the reliance on the representations, certifications and covenants of the Subscriber by the Partnership, the General Partner and the Investment Manager, as the case may be.

Governing Law

This agreement and all ancillary documents shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. By the Subscriber’s execution of this Subscription Agreement, the Subscriber irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario.

Language

The parties hereto confirm their express wish that this agreement and all documents and agreements directly or indirectly relating thereto be drawn up in the English language. *Les parties reconnaissent leur volonté expresse que la présente ainsi que tous les documents et contrats s’y rattachant directement ou indirectement soient rédigés en anglais.*

Prospectus and Registration Exemptions

The Subscriber acknowledges that, if this subscription is accepted, Units will be distributed to the Subscriber pursuant to a regulatory exemption from statutory requirements that would otherwise require the Partnership to deliver to the Subscriber a prospectus that complies with statutory requirements and to sell the Units through a dealer registered in the Subscriber’s province of residence. In doing so, the Partnership will be relying on the following representations and certification by the Subscriber:

The Subscriber hereby represents and certifies that the Subscriber is acting for his, her or its own account and is purchasing Units as principal (or is deemed by National Instrument 45-106 *Prospectus and Registration Exemptions* to be acting as principal) for investment purposes only and not with a view to resale and is one of the following **[please check the appropriate box]**:

Accredited Investor

- a resident of Ontario, Quebec, Alberta or British Columbia who meets the definition of “accredited investor” and has completed the Certificate of Accredited Investor attached as Schedule “B” **[please complete Schedule “B”]**; or

\$150,000 minimum investment

- a resident of Ontario, Quebec or British Columbia and is making a firm commitment to invest an aggregate amount of at least \$150,000 and, if neither an accredited investor nor an individual, the Subscriber has not been formed, created, established or incorporated for the purpose of permitting the purchase of the Units without a prospectus; or

Subsequent top-up investment

- a resident of Ontario, Quebec or British Columbia and is purchasing Units with an aggregate acquisition cost of less than \$150,000, but already purchased Units of the same class and series as principal for an acquisition cost of not less than \$150,000 paid in cash at the time of purchase, and at the date of this subscription owns Units with a net asset value or aggregate acquisition cost of at least \$150,000; or

Other

- has the benefit of the following exemption (specify nature and source of exemption):

This section to be completed if the Subscriber is a client of a registered adviser or dealer (the “Subscriber’s Agent”) and is investing in the Partnership on the advice of the Subscriber’s Agent.

By submitting this completed Subscription Agreement to the General Partner, the Subscriber’s Agent hereby acknowledges and confirms that it has fulfilled all relevant “know-your-client” and suitability obligations that it owes to the Subscriber and has obtained from the Subscriber a duly completed Form W-8BEN.

Name of Subscriber’s Agent (Firm Name)

Signature of Subscriber’s Agent

I hereby authorize the General Partner to rely on and accept instructions from the Subscriber's Agent on my behalf in connection with redemptions and transfers of Units.

Signature of Subscriber

This agreement is not transferable or assignable by the Subscriber. Dated this _____ day of _____, _____.
(month) (year)

Subscription: The Subscriber hereby subscribes for Class ___ Units of DKAM Capital Ideas Fund LP in the following amount:

\$ _____

(General Partner Only)	
Valuation Date:	_____
Class and Series of Units:	_____
Price Per Unit: \$	_____
No. of Units Issued:	_____

If subscriber is an individual, his or her signature must be witnessed by a person who is neither a minor or the spouse or child of the subscriber):

Witness Signature: _____

Witness Name: _____

Witness Address: _____

If Subscriber is an individual:

By what given name are you commonly known?

Date of Birth: _____

Citizenship: _____

S.I.N.: _____

Principal Business or Occupation: _____

Employer's Name and Address: _____

Attach a void cheque (unless paying by cheque), an original or guaranteed copy of proof of identification (drivers license or passport), and complete Schedules "A", "D" and "E". Accredited Investors must also complete Schedule "B".

By executing this Subscription, the Subscriber acknowledges and agrees to be bound by the terms and conditions of the Limited Partnership Agreement.

Signature

Name and Address of Subscriber:

Print Name - (Full Legal Name) (Affix seal if a corporation)

Address (No P.O. Box Number)

City, Province, Postal Code

Tel. Number: _____

Fax Number: _____

Email Address: _____

If Subscriber is not an individual:

Name and Position of Signatory (if applicable):

Date of Incorporation/Formation: _____

Business Identification Number: _____

Trust Identification Number: _____

Type of Entity: _____

Principal Business of Entity: _____

Attach proof of the entity's existence (e.g. certificate of corporate status, or partnership agreement or other constating document), a list showing the name and occupation of each director, a list showing the name, address and occupation of all individuals who own or control directly or indirectly 25% or more of the entity, evidence of Signatory's authority to bind the Subscriber, an original or guaranteed copy of proof of identification (drivers license or passport) for the Signatory, and a void cheque from a financial entity for an account in the name of the Signatory, and complete Schedules "A", "C", "D" and "E". Accredited Investors must also complete Schedule "B".

Joint Accounts: Each account holder must sign a Subscription and provide appropriate proof of identification. You hereby confirm that the Units are to be held by each of you as joint tenants and not as tenants in common and we are hereby authorized to take orders from either of you alone.

SCHEDULE "A"

ADDITIONAL KNOW-YOUR-CLIENT INFORMATION

To be completed and initialled by Subscriber:

Annual Income (average past two years)	Net Worth	Investable Assets (non-RRSP)
<input type="checkbox"/> Under \$100,000	<input type="checkbox"/> Under \$100,000	<input type="checkbox"/> Under \$100,000
<input type="checkbox"/> \$100,000-\$199,999	<input type="checkbox"/> \$100,000-\$249,999	<input type="checkbox"/> \$100,000-\$249,999
<input type="checkbox"/> \$200,000-\$299,999	<input type="checkbox"/> \$250,000-\$499,999	<input type="checkbox"/> \$250,000-\$499,999
<input type="checkbox"/> \$300,000-\$499,999	<input type="checkbox"/> \$500,000-\$1,000,000	<input type="checkbox"/> \$500,000-\$1,000,000
<input type="checkbox"/> Over \$500,000	<input type="checkbox"/> Over \$1,000,000	<input type="checkbox"/> Over \$1,000,000

Investment Knowledge
(please choose only one)

- Sophisticated
- Good
- Fair
- Novice

**Knowledge of Alternative
Investment Products**

Subscriber is invested in other
alternative investment products?

- Yes
- No

Other Investments Held

- Bonds
- Mutual Funds
- Mortgages
- Term Deposits
- Stocks
- Real Estate

Investment Objectives

(check all that apply)

- Safety
- Income
- Balanced
- Growth
- Growth & Income
- Aggressive Growth

Risk Tolerance

- None
- Money Market or Equiv.
- Low
- Medium
- High
- Aggressive

Liquidity

Subscriber needs instant access to their
investment:

- Yes
- No

Subscriber Initials: _____

(Investment Manager Only)	
Notes:	Reviewed by: _____
	Initials: _____
	Credit check performed by: _____
	(If N/A, give reason:) _____

SCHEDULE “B”
CERTIFICATE OF ACCREDITED INVESTOR

TO: DKAM CI GenPar Inc. (the “**General Partner**”)

In connection with the purchase by the undersigned purchaser (the “**Subscriber**”) of units of DKAM Capital Ideas Fund LP, the Subscriber (or the signatory on behalf of the Subscriber) certifies for the benefit of the General Partner and Donville Kent Asset Management Inc. (the “**Investment Manager**”) that the Subscriber is a resident of, or the purchase and sale of securities to the Subscriber is otherwise subject to the securities legislation of, Ontario, Quebec, Alberta or British Columbia, and the Subscriber is (and will at the time of acceptance of this subscription and any additional subscriptions be) an accredited investor (an “**Accredited Investor**”) within the meaning of National Instrument 45-106 – *Prospectus and Registration Exemptions* (“**NI 45-106**”). Specifically, the Subscriber is:

PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY AND INITIAL:

- ____ (a) a Canadian bank, trust company, insurance company or other Canadian financial institution (as defined in NI 45-106), or a Schedule III bank,
- ____ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada),
- ____ (c) a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,
- ____ (d) a person registered under the securities legislation of a province or territory of Canada as an adviser or dealer, other than a person registered solely as a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador),
- ____ (e) an individual registered or formerly registered under the securities legislation of a province or territory of Canada as a representative or a person referred to in paragraph (d),
- ____ (f) the Government of Canada or a province or territory of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a province or territory of Canada,
- ____ (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l’île de Montréal or an intermunicipal management board in Québec,
- ____ (h) a national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government,
- ____ (i) a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a province or territory of Canada,
- ____ (j) **an individual who, either alone or with a spouse, beneficially owns, directly or indirectly, financial assets (cash, securities, contracts of insurance, deposits and evidences of deposits that are not securities for the purpose of securities legislation), having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000,**
- ____ (k) **an individual whose net income before taxes exceeded \$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year,**
- ____ (l) **an individual who, either alone or with a spouse, has net assets of at least \$5,000,000,**

- ____ (m) **a person, other than an individual or investment fund, that has net assets of at least \$5,000,000, as shown on its most recently prepared financial statements, and that was not formed for the sole purpose of making a representation to this effect in order to qualify as an accredited investor,**
 - ____ (n) an investment fund that distributes or has distributed its securities only to
 - (i) a person that is or was an accredited investor at the time of the distribution,
 - (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [*Minimum amount investment*] and 2.19 [*Additional investment in investment funds*] of NI 45-106 or equivalent exemptions under applicable securities legislation as specified in Section 8.2 of NI 45-106, or
 - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [*Investment fund reinvestment*] of NI 45-106,
 - ____ (o) an investment fund that distributes or has distributed securities under a prospectus in a province or territory of Canada of which the regulator or, in Quebec, the securities regulatory authority, has issued a receipt,
 - ____ (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a province or territory of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be,
 - ____ (q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a province or territory of Canada or a foreign jurisdiction, and neither that person nor the legal or beneficial owner of the fully managed account is resident in Ontario,
 - ____ (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the province or territory of the registered charity to give advice on the securities being traded,
 - ____ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function,
 - ____ (t) a person in respect of which all of the owners of interest, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors,
 - ____ (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser, or
 - ____ (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as
 - (i) an accredited investor, or
 - (ii) an exempt purchaser in Alberta and British Columbia after September 14, 2005.
-

Defined Terms:

Certain terms used above are specifically defined by applicable securities legislation, regulation or rules, as follows:

“Canadian financial institution” means:

- (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or
- (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a province or territory of Canada to carry on business in Canada or a province or territory of Canada;

“company” means any corporation, incorporated association, incorporated syndicate or other incorporated organization;

“director” means:

- (i) a member of the board of directors of a company or an individual who performs similar functions for a company, and
- (ii) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;

“eligibility adviser” means:

- (i) a person that is registered as an investment dealer or in an equivalent category of registration under the securities legislation of the province or territory of a purchaser and authorized to give advice with respect to the type of security being distributed, and
- (ii) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a province or territory of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a province or territory of Canada provided that the lawyer or public accountant must not
 - (A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
 - (B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;

“foreign jurisdiction” means a country other than Canada or a political subdivision of a country other than Canada;

“fully managed account” means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client’s express consent to a transaction;

“individual” means a natural person, but does not include a partnership, unincorporated association, unincorporated organization, trust or a natural person in his or her capacity as trustee, executor, administrator or other legal personal representative;

“officer” means the chair, any vice chair of the board of directors, the president, any vice president, the secretary, the assistant secretary, the treasurer, the assistant treasurer, and the general manager of a company, and any other person designated an officer or a company by law or similar authority, or any individual acting in a similar capacity on behalf of the issuer;

“**person**” includes:

- (i) an individual,
- (ii) a corporation,
- (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and
- (iv) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative;

“**related liabilities**” means:

- (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
- (ii) liabilities that are secured by financial assets;

“**Schedule III bank**” means an authorized foreign bank named in Schedule III of the Bank Act (Canada);

“**spouse**” means, an individual who,

- (i) is married to another individual and is not living separate and apart within the meaning of the Divorce Act (Canada), from the other individual,
- (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
- (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta);

“**subsidiary**” means an issuer that is **controlled** directly or indirectly by another issuer and includes a subsidiary of that subsidiary;

Control

A person (first person) is considered to control another person (second person) if

- (i) the first person, directly or indirectly, beneficially owns or exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation,
- (ii) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership, or
- (iii) the second person is a limited partnership and the general partner of the limited partnership is the first person.

SCHEDULE “D”
STANDING INSTRUCTIONS REGARDING INTERIM AND
ANNUAL FINANCIAL STATEMENTS

TO: DKAM Capital Ideas Fund LP (the “**Partnership**”)
c/o DKAM CI GenPar Inc. (the “**General Partner**”)

I acknowledge that I am entitled to, but may choose not to, receive annual financial statements and interim financial statements regarding the Partnership.

Currently, I have chosen not to receive a copy of the annual or interim financial statements in respect of the Partnership. The General Partner will continue to follow these standing instructions until I inform the General Partner of a change in such standing instructions.

Should I choose to change this standing instruction, I will tick one of the two boxes below and execute this Schedule “D” where indicated. If I do not tick one of the boxes, the General Partner will deem me to have instructed the General Partner that I do not wish to receive interim or annual financial statements.

- I would like to receive the annual financial statements.
- I would like to receive the interim financial statements.

I also acknowledge that if I have chosen to receive financial statements, the General Partner proposes to send them to me electronically. The General Partner also proposes to send me an electronic reminder of my instructions, and so I have completed **Schedule “E”, Consent to Electronic Delivery of Documents**.

Signature: _____

Name: _____

SCHEDULE "E"

CONSENT TO ELECTRONIC DELIVERY OF DOCUMENTS

TO: DKAM Capital Ideas Fund LP (the "**Partnership**")
c/o DKAM CI GenPar Inc. (the "**General Partner**")

AND TO: Donville Kent Asset Management Inc. (the "**Investment Manager**")

I have read and understand this "Consent to Electronic Delivery of Documents" and consent to the electronic delivery of the documents listed below that the General Partner elects to deliver to me electronically, all in accordance with my instructions below.

1. The following documents will be delivered electronically pursuant to this consent:
 - a. Trade confirmations in respect of purchase of units of the Partnership where the Investment Manager acts as limited market dealer for the trade;
 - b. Unaudited interim financial statements for the Partnership (if requested);
 - c. Audited annual financial statements for the Partnership (if requested); and
 - d. Notice reminding me of the standing instructions I have provided to the General Partner about my preference to receive or not receive the Partnership's financial statements.
 - e. Monthly unaudited financial information about the Partnership's Net Asset Value per unit; and
 - f. Such other reports or investment commentary as the Investment Manager may choose to provide.
2. All documents delivered electronically will be delivered by e-mail to the address listed below.
3. I acknowledge that I may receive from the General Partner a paper copy of any documents delivered electronically at no cost if I contact the General Partner by telephone, regular mail or electronic mail at:

36 King Street East, Suite # 810
Toronto, Ontario
M5E 1E5
Tel No.: 416-364-8885
Fax No.: 416-364-5559
Email: hal@donvillekent.com
4. I understand that I will be provided with a paper copy of any documents delivered electronically if electronic delivery fails.
5. I understand that my consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if I have provided an electronic mail address), at any time by notifying the General Partner of such revised or revoked consent by telephone, regular mail or electronic mail at the contact information listed in #3 above.
6. I understand that I am not required to consent to electronic delivery.
7. It is my express wish that the documents to be delivered under this consent be drawn up in English. *Il est de mon souhait exprès que les documents à remettre selon ce Formulaire de Consentement soient rédigés en anglais.*

Signature: _____

Name: _____

Email address at which to receive delivery of the documents under #1 above:

SCHEDULE “F”
PRIVACY POLICY
DONVILLE KENT ASSET MANAGEMENT INC.

The privacy of our investors is very important to us. Set forth below are our policies with respect to personal information of subscribers, investors and former investors that we collect, use and disclose. In connection with the offering and sale of limited partnership units (the “**Units**”) of DKAM Capital Ideas Fund LP (the “**Partnership**”), we collect and maintain personal information about subscribers. We collect your personal information to enable us to provide you with services in connection with your investment in the Partnership, to meet legal and regulatory requirements and for any other purpose to which you may consent in the future. Investors’ personal information is collected from the following sources:

- subscription agreements or other forms that you submit to us;
- your transactions with us and our affiliates; and
- meetings and telephone conversations with you.

Unless you otherwise advise, by providing us with your personal information you have consented to our collection, use and disclosure of your information as provided herein. We collect and maintain your personal information in order to give you the best possible service and allow us to establish your identity, protect us from error and fraud, comply with the law and assess your eligibility in our products.

We may disclose your personal information to third parties, when necessary, and to our affiliates in connection with the services we provide related to your subscription for Units of the Partnership, including:

- financial service providers, such as banks and others used to finance or facilitate transactions by, or operations of, the Partnership;
- other service providers to the Partnership, such as accounting, legal, or tax preparation services; and
- taxation and regulatory authorities and agencies.

We seek to carefully safeguard your private information and, to that end, restrict access to personal information about you to those employees and other persons who need to know the information to enable us to provide services to you. Each employee of DKAM CI GenPar Inc. and Donville Kent Asset Management Inc. is responsible for ensuring the confidentiality of all personal information they may access.

Investors’ personal information is maintained on our networks or on the networks of our service providers and are accessible at 36 King Street East, Suite 810, Toronto, Ontario M5C 1E5. Personal information may also be stored on a secure off-site storage facility. An investor may access your personal information to verify its accuracy, to withdraw your consent to any of the foregoing collections, uses and/or disclosures being made of your personal information and may update your information by contacting Donville Kent Asset Management Inc. at the following number: (416) 364-8885. Please note that your ability to participate in the Partnership may be impacted should you withdraw your consent to the collection, use and disclosure of your personal information as outlined above.

Investors resident in Ontario should be aware that the Partnership is required to file with the Ontario Securities Commission a report setting out the Subscriber’s name and address, the class and series of Units issued, the date of issuance and the purchase price of Units issued to the Subscriber. Such information is collected indirectly by the Commission under the authority granted to it in securities legislation, for the purposes of the administration and enforcement of the securities legislation of Ontario. By submitting this subscription, the Subscriber authorizes such indirect collection of the information by the Commission. The following official can answer questions about the Commission’s indirect collection of the information:

Administrative Assistant to the Director of Corporate Finance
Suite 1903, Box 5520 Queen Street West
Toronto, Ontario M5H 3S8
Telephone: (416) 593-8086
Facsimile: (416) 593-8252

[To be completed by General Partner]

Acceptance

This subscription is accepted in the City of Toronto on the _____ day of _____, _____.
(month) (year)

DKAM CI GENPAR INC.,
as general partner of
DKAM Capital Ideas Fund LP

By: _____
Director

Agreed and assented to this _____ day of _____, _____ in the City of Toronto, Ontario.
(month) (year)

DONVILLE KENT ASSET MANAGEMENT INC.,
as Investment Manager of
DKAM Capital Ideas Fund LP

By: _____
Director

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