



## **SOLICITOR'S SEPARATE WRITTEN DISCLOSURE**

*Pursuant to SEC Rule 206(4)-3 of the Investment Advisers Act of 1940*

The Securities and Exchange Commission ("SEC") requires that anyone who is compensated for referring any person to a registered investment adviser must provide those persons with a written statement disclosing the relationship between the referring party and the investment adviser. The following information is furnished to you by the referring Broker/Dealer, Investment Adviser or the Firm ("Soliciting Firm") and its representative ("Solicitor") identified in the section below titled 'Solicitor'.

**1. Investment Adviser** – Advantage Financial Planning, Inc., also does business as David R. Kern Asset Management, ("DRKAM" or "Adviser"), 16616 Lima Rd., Huntertown, IN 46748, is properly registered as an investment adviser with the SEC under the Investment Advisers Act of 1940 ("Act").

**2. Solicitor** – The Soliciting Firm and the Solicitor are properly registered with the SEC as either an investment adviser under the Act, or as a broker/dealer representative under the Securities Exchange Act of 1934, and each is properly registered in the states in which it does business, as applicable, or is otherwise qualified to be a solicitor as defined under Rule 206(4)-3 of the Act. The Broker/Dealer, Account Executive, or Registered Investment Adviser named below ("Solicitor") proposes to introduce you to DRKAM for the purpose of becoming a client of that firm.

**3. Relationship Between Investment Adviser and Solicitor** – Except for the contractual relationship pursuant to which Solicitor receives a referral fee for introducing certain clients to the Adviser and rendering certain prescribed services to such clients on the Adviser's behalf, Solicitor and Adviser are not affiliated.

**4. Referral Fee** – Adviser and the Soliciting Firm have entered into a written agreement pursuant to which Adviser will compensate the Soliciting Firm for introducing or referring Clients to Adviser. There is no differential in the advisory fees charged to the Client by Adviser attributable to the agreement between the Soliciting Firm and Adviser. Accordingly, Adviser will not charge you any additional fees or expenses as a result of the referral fees payable to the Soliciting Firm.

In soliciting new business on behalf of Adviser, Soliciting Firms are independent contractors, not agents, representatives or employees of Adviser, and neither the Solicitor nor the firms are fiduciaries of any Client Plan as defined under the Employee Retirement Income Security Act of 1974 (ERISA) or in the Internal Revenue Code. Accordingly, the Soliciting Firms have no authority to act for or bind the Client Plan or Adviser to this agreement. No DRKAM application shall become effective unless and until it is accepted by Adviser at its offices in Huntertown, Indiana.

With respect to investment management services rendered to the Client, Adviser returns to the Soliciting Firm as a referral fee of 50% of the management fee paid by the Client to Adviser for as long as the account remains under management. It is understood that the referral fee will be paid from the management fee that is earned, received, and retained by the Adviser from the Client, and all payments to the Solicitor are based on the Soliciting Firm's applicable compensation schedule. Adviser's obligation to pay such referral fees with respect to the Client's account is continuous for such time that the Client is a Client or pays fees.

Separately, the Soliciting Firm or affiliated party may also receive additional sales compensation, directly or indirectly, from annuities or mutual funds purchased by the Client, or on the Client's behalf prior to opening the account with Adviser.

**5. Solicitor Information**

Solicitor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

\_\_\_\_\_  
Solicitor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Client Acknowledgement:**

I acknowledge receipt of Solicitor's Disclosure Statement and understand that: (a) The Solicitor and Adviser will enter into a limited agency agreement relating to the services to be provided to me by the Adviser pursuant to which the Solicitor will be paid a referral fee as described above. (b) The Solicitor will describe Adviser's services but will render no investment advice to me and is not a fiduciary. (c) I further acknowledge that I have read and understand the Adviser's Client Agreement and the Adviser's Disclosure Statement (Part II of Form ADV).

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Client(s) \_\_\_\_\_

Print Name of Broker/Dealer (if applicable): \_\_\_\_\_

Print Name of Registered Investment Adviser: \_\_\_\_\_

Registered Investment Adviser Signature: \_\_\_\_\_ Date: \_\_\_\_\_