

**Wrap Fee Brochure**  
(Part 2A Appendix 1 of Form ADV)

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This wrap brochure provides information about the qualifications and business practices of Grodman Financial Group, LLC. If you have any questions about the contents of this brochure, please contact us at: 603-647-9999, or by email at: [info@grodmanfinancial.com](mailto:info@grodmanfinancial.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission, or by any state securities authority.

Registration with the State of NH or the SEC is required and does not imply a certain level of skill or training.

Additional information about Grodman Financial Group, LLC is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

January 12, 2015

## Material Changes

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### **Annual Update**

The Material Changes section of this brochure will be updated annually when material changes occur since the previous release of the Firm Brochure.

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### **Material Changes since the Last Update**

The U.S. Securities and Exchange Commission issued a final rule in July 2010 requiring advisers to provide a Firm Brochure in narrative “plain English” format. The new final rule specifies mandatory sections and organization.

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### **Full Brochure Available**

Whenever you would like to receive a complete copy of our Firm Brochure, please contact us by telephone at: 603-647-9999 or by email at: [info@grodmanfinancial.com](mailto:info@grodmanfinancial.com)

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## Advisory Business

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### Firm Description

Grodman Financial Group (GFG) was founded in 1990 by Brian Grodman.

GFG provides personalized confidential financial planning, advisory service (investment management) to individuals, pension and profit sharing plans, trusts, estates, charitable organizations and small businesses. Advice is provided through consultation with the client and may include: determination of financial objectives, identification of financial problems, cash flow management, tax planning, insurance review, investment management, education funding, retirement planning, and estate planning.

GFG does not act as a custodian of client assets. TD Ameritrade Institutional serves as the custodian for most trades placed on the client's behalf.

The client will always maintain asset control and is under no obligation to purchase any product from the Applicant.

Other professionals (e.g., lawyers, accountants, etc.) are engaged directly by the client on an as-needed basis. Conflicts of interest will be disclosed to the client in the unlikely event they should occur.

The initial meeting, which may be by telephone, is considered an exploratory interview to determine the extent to which financial planning and investment management may be beneficial to the client.

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### Principal Owners

Brian Grodman is the sole member of GFG. Brian was born in 1959 (close to his due date-according to his Mom.) He possesses a BS degree with an Engineering curriculum, which he received from the University of Massachusetts; an MBA in Finance which he received from Babson College, CFP and CRPC designations which he received from the College for Financial Planning, CLU and ChFC designations which he received from American College and CFS designation from the Institute of Certified Fund Specialists.

As a registered representative of Comprehensive Asset Management and Servicing, Inc., Brian may receive commissions for the sale of mutual funds, direct investments, and other investments. As an insurance agent Brian receives commissions from various insurance companies.

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### Types of Advisory Services

GFG provides investment supervisory services, also known as asset management services and furnishes investment advice through consultations.

On more than an occasional basis, GFG furnishes advice to clients on matters not involving securities, such as financial planning matters, taxation issues, and trust services that often include estate planning.

As of January 12, 2015, GFG manages approximately \$133,000,000 in assets for approximately 250 clients. All of the \$133,000,000 is managed on a limited discretionary basis.

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### **Tailored Relationships**

The goals and objectives for each client are documented in our client relationship management system. Investment allocations are created that reflect the stated goals and objective. Clients may impose restrictions on investing in certain securities or types of securities.

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### **Types of Agreements**

The following agreements define typical advisory client relationships.

Agreements may not be assigned without client consent.

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### **Advisory Client Service Agreement**

GFG will provide scheduled meetings to review:

- Portfolio performance and changes in allocation or investments when appropriate;
- Current financial situations, and assist client in making decisions;
- Interfacing with other members of clients financial team (accountant, lawyer, plan administrator, etc.) to provide financial data, and help implement plans;
- Financial planning goals and current strategies employed to achieve the goals;
- Other issues which client and GFG agree are appropriate for involvement.

The maximum annual Advisory Service fee is based on a flat fee or a percentage of the investable assets according to the following schedule:

VALUE OF ASSETS UNDER MANAGEMENT		ANNUAL FEE
First \$100,000	.....	1.25%
From \$ 100,000 to \$500,000	.....	1.00%
From \$ 500,000 to \$750,000	.....	0.85%
From \$ 750,000 to \$1,000,000	.....	0.70%
From \$ 1,000,000 to \$1,500,000	.....	0.55%
From \$ 1,500,000 to \$2,000,000	.....	0.40%
From \$ 2,000,000 to \$5,000,000	.....	0.25%
Amount over \$5,000,000	.....	0.20%

Current client relationships may exist where the fees are higher or lower than the fee schedule above. Please see a copy of the Client Service Agreement for further detail.

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**Hourly Planning Client Service Agreement**

GFG provides hourly planning services for clients who need advice on a limited scope of work. The hourly rate for limited scope engagements is \$325.00.

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**Asset Management**

Assets are invested primarily in institutional share mutual funds purchased at net asset value (NAV) through TD Ameritrade Institutional as the custodian. Detailed information is available in the mutual fund prospectuses.

Applicant may offer investment advice and recommendations on equities (exchange-listed securities and securities traded over-the counter), corporate debt securities, certificates of deposit, municipal securities, investment company securities (variable life insurance, variable annuities, and mutual funds shares), U.S. government securities, interests in partnerships investing in but not limited to, real estate, oil and gas, and equipment leasing.

All recommendations will be based on the individual needs of the client.

The advisory client is under no obligation to purchase recommended products from the Applicant.

Initial public offerings (IPOs) are not available through GFG.

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**Termination of Agreement**

Either party may terminate any of the aforementioned agreements by written notice to the other party within five (5) business days after the date of signing.

The client may terminate the agreement at any other point in time and may receive a pro-rated refund. The hourly fee is payable when work is completed. The annual management fee is payable each quarter in advance.

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**Fees and Compensation**

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**Description**

The Applicant may charge an hourly fee up to \$325.00 and/or 1.25% of assets per year. This fee is non-negotiable and is payable upon signature of the Agreement.

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**Wrap Fee Investment Program**

The wrap fee investment program (the "Program") sponsored by Grodman Financial Group, LLC is a fee-based account that enables a Program participant to develop an



investment portfolio, consistent with the participant's investment objective(s). Under the Program, a participant shall authorize GFG to allocate his/her/their/its investment assets, generally on a discretionary basis, among various investments (primarily including individual equity mutual funds, ETF's and fixed income securities), consistent with the participant's investment objective(s).

Under the Program, the participant shall receive both investment advisory services and the execution of brokerage transactions for a single specified fee. For more information please refer to the GFG Wrap Fee Brochure.

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### **Fee Billing**

With the client's authorization, investment management fees are debited directly from the client's account by the custodian, TD Ameritrade Institutional. Fees are payable quarterly, in advance, meaning that fees are paid before the three-month billing period has begun.

For purposes of calculating Account Fees, the account quarter will begin on the first day the account is established. The initial Account Fee is due at the beginning of the quarter following execution of this agreement and will include the prorated fee for the initial quarter in addition to the standard quarterly fee for the upcoming quarter.

Subsequent Account Fee payments are due and will be assessed near the beginning of each quarter based on the value of the account assets under management at the approximate end of the preceding quarter. All unearned amounts will be subject to refund upon written request.

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### **Other Fees**

Custodians may charge transaction fees on purchases or sales of certain mutual funds and exchange-traded funds. These transaction charges are usually small and incidental to the purchase or sale of a security. The selection of the security is more important than the nominal fee that the custodian charges to buy or sell the security.

GFG in its sole discretion, may waive its minimum fee and/or charge a lesser investment advisory fee based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with clients, etc.)

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### **Expense Ratios**

Mutual funds generally charge a management fee annually

for their services as investment managers. The management fee is called an expense ratio. For example, an expense ratio of 0.50 means that the mutual fund company charges 0.5% for their services. These fees may be in addition to the fees paid by you to GFG.

Performance figures quoted by mutual fund companies in various publications are after their fees have been deducted.

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**Past Due Accounts and Termination of Agreement**

GFG reserves the right to stop work on any account that is more than 30 days overdue. In addition, GFG reserves the right to terminate any financial planning engagement where a client has willfully concealed or has refused to provide pertinent information about financial situations when necessary and appropriate, in GFG's judgment, to providing proper financial advice. Any unused portion of fees collected in advance will be refunded within 30 days.

**Performance-Based Fees**

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**Sharing of Capital Gains**

Not applicable.

**Types of Clients**

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**Description**

GFG generally provides investment advice to individuals, pension and profit sharing plans, trusts, estates, or charitable organizations, corporations or business entities.

Client relationships vary in scope and length of service.

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**Account Minimums**

In general, the minimum account size for new clients is \$500,000 of investable assets. Applicant may waive the \$500,000 minimum on an individual basis. Accounts that are below this minimum may be accepted on an individual basis and at the discretion of the Applicant.

**Methods of Analysis, Investment Strategies and Risk of Loss**

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**Methods of Analysis**

Security analysis methods may include fundamental and technical analysis.

The main sources of information include financial newspapers and magazines and research materials prepared by others. GFG may also use Morningstar Office mutual fund information as another source.

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## **Investment Strategies**

The investment strategy for each client is based upon the objectives and information stated by the client during consultations. The client may change these objectives at any time. Other strategies may include long-term and short-term purchases.

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## **Risk of Loss**

All investment programs have certain risks that are borne by the investor. Our investment approach constantly keeps the risk of loss in mind. Investors face the following investment risks:

- **Interest-rate Risk:** Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- **Market Risk:** The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.
- **Inflation Risk:** When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.
- **Currency Risk:** Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- **Reinvestment Risk:** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.
- **Business Risk:** These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.
- **Liquidity Risk:** Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- **Financial Risk:** Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its

obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

## **Disciplinary Information**

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### **Legal and Disciplinary**

The firm and its employees have not been involved in legal or disciplinary events related to past or present investment clients.

## **Other Financial Industry Activities and Affiliations**

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### **Financial Industry Activities**

As an insurance agent, the Applicant receives commissions from various insurance companies.

Comprehensive Asset Management and Servicing, Inc. (CAMAS), serves as the broker/dealer for directly held investments. Grodman Financial Group, LLC is independent of CAMAS.

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### **Affiliations**

Not applicable.

## **Code of Ethics, Participation or Interest in Client Transactions and Personal Trading**

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### **Code of Ethics**

The employees of GFG have committed to a Code of Ethics that is available for review by clients and prospective clients upon request. The firm will provide a copy of the Code of Ethics to any client or prospective client upon request.

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### **Participation or Interest in Client Transactions**

GFG and its employees may buy or sell securities that are also held by clients. Employees may not trade their own securities ahead of client trades. Employees comply with the provisions of the broker/dealer's compliance manual.

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### **Personal Trading**

Personal trading reviews, conducted by our broker/dealer, Comprehensive Asset Management and Servicing, Inc. and the Securities Exchange Commission (SEC), ensure that the personal trading of employees of GFG do not affect the markets, and that clients of the firm receive preferential treatment. Since most employee trades are

small mutual fund trades or exchange-traded fund trades, the trades do not affect the securities markets.

## **Brokerage Practices**

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### **Brokerage Practices**

Advisor participates in the TD Ameritrade Institutional program. TD Ameritrade Institutional is a division of TD Ameritrade, Inc. ("TD Ameritrade"), member FINRA/SIPC/NFA. TD Ameritrade is an independent [and unaffiliated] SEC-registered broker/dealer. TD Ameritrade offers to independent investment Advisors services which include custody of securities, trade execution, clearance and settlement of transactions. Advisor receives some benefits from TD Ameritrade through its participation in the program. (Please see the disclosure under Client Referrals and Other Compensation below.)

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### **Selecting Brokerage Firms**

GFG does not have any affiliation with product sales firms. Specific custodian recommendations are made to clients based on their need for such services. GFG recommends custodians based on the proven integrity and financial responsibility of the firm and the best execution of orders at reasonable commission rates.

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### **Best Execution**

GFG reviews the execution of trades on a regular basis. Trading fees charged by the custodians is also reviewed. GFG does not receive any portion of the trading fees.

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### **Soft Dollars**

Not applicable.

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### **Order Aggregation**

Most trades are mutual funds where trade aggregation does not garner any client benefit.

## **Review of Accounts**

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### **Periodic Reviews**

The Applicant is responsible for the periodic review, if requested, of each client. Reviews may also be conducted when there is knowledge of the client's needs or financial objectives change or when there is a change in economic and/or market conditions. Reviews can be conducted in person or by phone.

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**Review Triggers**

Other conditions that may trigger a review are changes in the tax laws, new investment information, and changes in a client's own situation.

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**Regular Reports**

Clients may request a review and report of their accounts at any time. Clients will receive investment confirmations and statements from the investment companies used in their portfolio. Clients will also receive portfolio performance reports at the time of their review. Clients may also receive access to online viewing of their accounts upon request.

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**Client Referrals and Other Compensation**

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As disclosed in the section above titled Brokerage Practices, Advisor participates in TD Ameritrade's institutional customer program and Advisor may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between Advisor's participation in the program and the investment advice it gives to its Clients, although Advisor receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving Advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to Advisor by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by Advisor's related persons. Some of the products and services made available by TD Ameritrade through the program may benefit Advisor but may not benefit its Client accounts. These products or services may assist Advisor in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help Advisor manage and further develop its business enterprise. The benefits received by Advisor or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, Advisor endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by Advisor or its related persons in and of itself creates a potential conflict of

interest and may indirectly influence the Advisor's choice of TD Ameritrade for custody and brokerage services.

Advisor may receive client referrals from TD Ameritrade through its participation in TD Ameritrade AdvisorDirect. In addition to meeting the minimum eligibility criteria for participation in AdvisorDirect, Advisor may have been selected to participate in AdvisorDirect based on the amount and profitability to TD Ameritrade of the assets in, and trades placed for, client accounts

maintained with TD Ameritrade. TD Ameritrade is a discount broker-dealer independent of and unaffiliated with Advisor and there is no employee or agency relationship between them. TD Ameritrade has established AdvisorDirect as a means of referring its brokerage customers and other investors seeking fee-based personal investment management services or financial planning services to independent investment advisors. TD Ameritrade does not supervise Advisor and has no responsibility for Advisor's management of client portfolios or Advisor's other advice or services. Advisor pays TD Ameritrade an on-going fee for each successful client referral. This fee is usually a percentage (not to exceed 25%) of the advisory fee that the client pays to Advisor ("Solicitation Fee"). Advisor will also pay TD Ameritrade the Solicitation Fee on any advisory fees received by Advisor from any of a referred client's family members, including a spouse, child or any other immediate family member who resides with the referred client and hired Advisor on the recommendation of such referred client. Advisor will not charge clients referred through AdvisorDirect any fees or costs higher than its standard fee schedule offered to its clients or otherwise pass Solicitation Fees paid to TD Ameritrade to its clients. For information regarding additional or other fees paid directly or indirectly to TD Ameritrade, please refer to the TD Ameritrade AdvisorDirect Disclosure and Acknowledgement Form.

Advisor's participation in AdvisorDirect raises potential conflicts of interest. TD Ameritrade will most likely refer clients through AdvisorDirect to investment advisors that encourage their clients to custody their assets at TD Ameritrade and whose client accounts are profitable to TD Ameritrade. Consequently, in order to obtain client referrals from TD Ameritrade, Advisor may have an incentive to recommend to clients that the assets under management by Advisor be held in custody with TD Ameritrade and to place transactions for client accounts with TD Ameritrade. In addition, Advisor has agreed not to solicit clients referred to it through AdvisorDirect to transfer their accounts from TD Ameritrade or to establish brokerage or custody accounts at other custodians, except when its fiduciary duties require doing so. Advisor's participation in AdvisorDirect does not diminish its duty to seek best execution of trades for client accounts.

Advisor also receives from TD Ameritrade certain additional economic benefits ("Additional Services") that may or may not be offered to any other independent

investment Advisors participating in the program. Specifically, the Additional Services include Morningstar Office and Morningstar Back Office.

TD Ameritrade provides the Additional Services to Advisor in its sole discretion and at its own expense, and Advisor does not pay any fees to TD Ameritrade for the Additional Services. Advisor and TD Ameritrade have entered into a separate agreement (“Additional Services Addendum”) to govern the terms of the provision of the Additional Services.

Advisor’s receipt of Additional Services raises potential conflicts of interest. In providing Additional Services to Advisor, TD Ameritrade most likely considers the amount and profitability to TD Ameritrade of the assets in, and trades placed for, Advisor’s Client accounts maintained with TD Ameritrade. TD Ameritrade has the right to terminate the Additional Services Addendum with Advisor, in its sole discretion, provided certain conditions are met. Consequently, in order to continue to obtain the Additional Services from TD Ameritrade, Advisor may have an incentive to recommend to its Clients that the assets under management by Advisor be held in custody with TD Ameritrade and to place transactions for Client accounts with TD Ameritrade. Advisor’s receipt of Additional Services does not diminish its duty to act in the best interests of its Clients, including to seek best execution of trades for Client accounts.

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### **Incoming Referrals**

GFG has been fortunate to receive many client referrals over the years. The referrals came from current clients, estate planning attorneys, accountants, employees, personal friends of employees and other sources. The firm may compensate referring parties for these referrals.

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### **Referrals Out**

GFG does not accept referral fees or any form of remuneration from other professionals when a prospect or client is referred to them.

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### **Other Compensation**

Not Applicable.

## **Custody**

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### **SEC “Custody”**

GFG does not act as a custodian of client assets. The client always maintains asset control.



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**Account Statements**

All assets are held at qualified custodians meaning the custodians provide account statements directly to clients at their address of record at least quarterly.

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**Performance Reports**

Clients are urged to compare the account statements received directly from their custodians to the performance report statements provided by GFG.

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**Net Worth Statements**

Not applicable.

**Investment Discretion**

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**Discretionary Authority for Trading**

GFG does accept limited discretionary authority to manage securities accounts on behalf of clients. GFG does have the authority to determine, without obtaining specific client consent, the securities to be bought or sold, and the amount of the securities to be bought or sold, and the timing of the transaction. GFG only obtains this limited discretion per the written agreement of each individual client. Without this signed agreement limited discretion is not authorized. The client approves the custodian to be used and the commission rates paid to the custodian. GFG does not receive any portion of the transaction fees or commissions paid by the client to the custodian on certain trades.

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**Limited Power of Attorney**

Not applicable.

**Voting Client Securities**

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**Proxy Votes**

GFG does not vote proxies on securities. Clients are expected to vote their own proxies. When assistance on voting proxies is requested, GFG will provide recommendations to the client. If a conflict of interest exists, it will be disclosed to the client.

**Financial Information**

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**Financial Condition**

GFG does not have any financial impairment that will preclude the firm from meeting contractual commitments to clients.

A balance sheet is not required to be provided because GFG does not serve as a custodian for client funds or securities, and does not require prepayment of fees of more than \$600 per client, and six months or more in advance.

## **Business Continuity Plan**

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### **General**

GFG has a Business Continuity Plan in place that provides detailed steps to mitigate and recover from the loss of office space, communications, services or key people.

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### **Disasters**

The Business Continuity Plan covers natural disasters such as snow storms, hurricanes, tornados, and flooding. The Plan covers man-made disasters such as loss of electrical power, loss of water pressure, fire, bomb threat, nuclear emergency, chemical event, biological event, T-1 communications line outage, Internet outage, railway accident and aircraft accident. Electronic files are backed up daily and archived offsite.

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### **Alternate Offices**

Alternate offices are identified to support ongoing operations in the event the main office is unavailable. It is our intention to contact all clients within five days of a disaster that dictates moving our office to an alternate location.

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### **Loss of Key Personnel**

GFG has signed a Business Continuation Agreement with two financial advisory firms to support GFG in the event of the serious disability or death of Brian Grodman.

## **Information Security Program**

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### **Information Security**

GFG maintains an information security program to reduce the risk that your personal and confidential information may be breached.

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### **Privacy Notice**

Grodman Financial Group, LLC is firmly committed to protecting the privacy of our clients. In order to establish, manage and maintain client accounts, we collect personal information about you. **We do not sell the information you have entrusted to us to third parties, and we disclose your personal information only as necessary to provide the products and services you request. This notice describes our current policy and practices. You do not need to take any action as a result of this notice.**

**Information From You:** When submitting your investment application, your new account form, or applying for insurance, you may give us information such as your name, address, Social Security number, driver's license information, wills and trust agreements, financial, health and employment history.

**Transaction Information** - Information about your transactions, your account balance or payment history may be kept in our client files and/or with the companies with which you have established an account or an insurance policy.

GFG may share the information described above with our service providers. These providers may require access to information about you to process or service transactions you have requested or to provide efficient client service. Please be assured that these service providers are required to safeguard your personal information and to use or disclose it only for the work they are performing on our behalf or as permitted by law.