

**Firm Brochure**  
(Part 2A of Form ADV)

**Grodman Financial Group, LLC**

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This brochure provides information about the qualifications and business practices of Grodman Financial Group, LLC. Please contact us by phone or email if you have any questions about the contents of this brochure. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC), 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).

March 24, 2017

## **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**

Since its last Annual filing dated March 2016, the Firm has further amended its 2A below (and corresponding wrap brochure) to enhance certain disclosures, including, but not limited to, conflicts of interest and retirement rollovers. **ANY QUESTIONS:** GFG's Chief Compliance Officer, Allison LeDuc, remains available to address any questions regarding this amended Part 2A, the corresponding wrap brochure, or any other questions pertaining to either document.

The U.S. Securities and Exchange Commission (SEC) 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 phone or email.

## **Advisory Business**

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### **Firm Description**

Grodman Financial Group, LLC (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) are engaged directly by the client on an as needed basis. Conflicts of interest will be disclosed to the client in the 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 has an MBA from Babson College and a Bachelor of Science degree from the University of Massachusetts (Amherst), where he pursued an engineering core curriculum. He holds the CERTIFIED FINANCIAL PLANNER<sup>TM</sup> (CFP®) and Chartered Retirement Planning Counselor<sup>SM</sup> (CRPC®) certifications from the College for Financial Planning, and the Certified Fund Specialist® (CFS®) designation from the Institute of Business and Finance. In addition, he is one of only 800 financial planners admitted to the prestigious Registry of the International Association for Financial Planning.

As a registered representative of Comprehensive Asset Management and Servicing, Inc. ("CAMAS"), Brian may receive commissions for the sale of mutual funds 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 March 24, 2017, GFG manages approximately \$140,000,000 in assets for approximately 250 client households. All of the \$140,000,000 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 client's 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 the 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%

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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 \$360.00.

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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.

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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**Limitations of Financial Planning and Non-Investment Consulting/Implementation Services.** As indicated above, to the extent requested by a client, GFG may provide financial planning and related consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. **Please Note:** We **do not** serve as an attorney or accountant, and no portion of our services should be construed as same. Accordingly, we **do not** prepare estate planning documents or tax returns. To the extent requested by a client, we may recommend the services of other professionals for certain non-investment implementation purpose (i.e. attorneys, accountants, insurance, etc), including GFG's principal, Brian Grodman, in his separate individual capacity as a representative of Comprehensive Asset Management and Servicing, Inc. ("CAMAS"), an SEC registered and FINRA member broker-dealer, and as a licensed insurance agent. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from GFG and/or its representatives. **Please Note:** If the client engages any recommended unaffiliated professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. **Please Also Note-Conflict of Interest:** The recommendation by GFG that a client purchase a securities or insurance commission product from Mr. Grodman in his individual capacity as a representative of CAMAS and/or as an insurance agent, presents a **conflict of interest**, as the receipt of commissions may provide an incentive to recommend investment products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any securities or insurance commission products from Mr. Grodman. Clients are reminded that they may purchase securities and insurance products recommended by GFG through other, non-affiliated broker-dealers and/or insurance agencies. **GFG's Chief Compliance Officer, Allison LeDuc, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.**

**Please Note-Use of Mutual Funds:** Most mutual funds are available directly to the public. Thus, a prospective client can obtain many of the mutual funds that may be recommended and/or utilized by GFG independent of engaging GFG as an investment advisor. However, if a prospective client determines to do so, he/she will not receive GFG's initial and ongoing investment advisory services.

**Wrap Program-Conflict of Interest.** GFG provides services on a wrap fee basis as a wrap program sponsor. Under GFG's wrap program, the client generally receives investment advisory services, the execution of securities brokerage transactions, custody and reporting services for a single specified fee. Participation in a wrap program may cost the client **more** or less than purchasing such services separately. The terms and conditions of a wrap program engagement are more fully discussed in GFG's Wrap Fee Program Brochure. **Conflict of Interest.** Because wrap program transaction fees and/or commissions are being paid by GFG to the account custodian/broker-dealer, GFG could have an economic incentive to minimize the number of trades in the client's account. **See separate Wrap Fee Program Brochure. GFG's Chief Compliance Officer, Allison LeDuc, remains available to address any questions that a client or prospective client may have regarding a wrap fee arrangement and the corresponding conflict of interest a wrap fee arrangement may create.**

**PLEASE NOTE: RETIREMENT ROLLOVERS-No Obligation/Conflict of Interest:** A client leaving an employer typically has four options (and may engage in a combination of these options): i) leave the money in his former employer's plan, if permitted, ii) roll over the assets to his/her new employer's plan, if one is available and rollovers are permitted, iii) rollover to an IRA, or iv) cash out the account value (which could, depending upon the client's age, result in adverse tax consequences). GFG may recommend an investor roll over plan assets to an Individual Retirement Account (IRA) advised by GFG. As a result, GFG and its representatives may earn an asset-based fee. In contrast, a recommendation that a client or prospective client leave his or her plan assets with his or her old employer or roll over the assets to a plan sponsored by a new employer will generally result in no compensation to GFG (unless you engage GFG to monitor and/or advise on the account while maintained with the client's employer). GFG has an economic incentive to encourage an investor to roll plan assets into an IRA that GFG will advise on or to engage GFG to monitor and/or advise on the account while maintained with the client's employer.

There are various factors that GFG may consider before recommending a rollover, including but not limited to: i) the investment options available in the plan versus the investment options available in an IRA, ii) fees and expenses in the plan versus the fees and expenses in an IRA, iii) the services and responsiveness of the plan's investment professionals versus those of GFG, iv) protection of assets from creditors and legal judgments, v) required minimum distributions and age considerations, and vi) employer stock tax consequences, if any. No client is under any obligation to roll over plan assets to an IRA advised by GFG or to engage GFG to monitor and/or advise on the account while maintained with the client's employer. **GFG's Chief Compliance Officer, Allison LeDuc, remains available to address any questions that a client or prospective client may have regarding the above and the corresponding conflict of interest presented by such engagement.**

**Client Obligations.** In performing our services, GFG shall not be required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely thereon. Moreover, each client is advised that it remains his/her/its responsibility to promptly notify us if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising our previous recommendations and/or services.

**Please Note: Investment Risk** Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by GFG) will be profitable or equal any specific performance level(s).

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## **Fees and Compensation**

### **Description**

The Applicant may charge an hourly fee up to \$360.00 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 equity mutual funds 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 when 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,)

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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 will 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.

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## **Disciplinary Information**

### **Legal and Disciplinary**

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

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

### **Financial Industry Activities**

As an insurance agent, the Applicant receives commissions from various insurance companies. Comprehensive Asset Management and Servicing, Inc., serves as the broker/dealer for directly held investments. Grodman Financial Group, LLC is independent of CAMAS.



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## Affiliations

Not applicable.

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

### 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.

**Please Also Note-Conflict of Interest:** The recommendation by GFG that a client purchase a securities or insurance commission product from Mr. Grodman in his individual capacity as a representative of CAMAS and/or as an insurance agent, presents a ***conflict of interest***, as the receipt of commissions may provide an incentive to recommend investment products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any securities or insurance commission products from Mr. Grodman. Clients are reminded that they may purchase securities and insurance products recommended by GFG through other, non-affiliated broker-dealers and/or insurance agencies. **GFG's Chief Compliance Officer, Allison LeDuc, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.**

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## Brokerage Practices

### 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] FINRA-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.)

### Brokerage Practices

In the event that the client requests that GFG recommend a broker-dealer/custodian for execution and/or custodial services, GFG generally recommends that investment advisory accounts be maintained at TD Ameritrade. Prior to engaging GFG to provide investment management services, the client will be required to enter into a formal *Investment Advisory Agreement* with GFG setting forth the terms and conditions under which GFG shall advise on the client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Factors that GFG considers in recommending TD Ameritrade (or any other broker-dealer/custodian to clients) include historical relationship with GFG, financial strength, reputation, execution capabilities, pricing, research, and

service. Although the commissions and/or transaction fees paid by GFG's clients shall comply with GFG's duty to obtain best execution, a client may pay a commission that is higher than another qualified broker-dealer might charge to affect the same transaction where GFG determines, in good faith, that the commission/transaction fee is reasonable. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although GFG will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, GFG's investment advisory fee. GFG's best execution responsibility is qualified if securities that it purchases for client accounts are mutual funds that trade at net asset value as determined at the daily market close.

### **Non-Soft Dollar Research and Additional Benefits**

Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, GFG may receive from TD Ameritrade (or another broker-dealer/custodian, investment manager, platform or fund sponsor, or vendor) without cost (and/or at a discount) support services and/or products, certain of which assist GFG to better monitor and service client accounts maintained at such institutions. Included within the support services that may be obtained by GFG may be investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support-including client events, computer hardware and/or software and/or other products used by GFG in furtherance of its investment advisory business operations. Specifically, TD Ameritrade continues to make an annual monetary contribution to GFG offset the cost of its Morningstar subscription.

As indicated above, certain of the support services and/or products that *may* be received may assist GFG in managing and administering client accounts. Others do not directly provide such assistance, but rather assist GFG to manage and further develop its business enterprise.

GFG's clients do not pay more for investment transactions effected and/or assets maintained at TD Ameritrade as a result of this arrangement. There is no corresponding commitment made by the GFG to TD Ameritrade or any other any entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as result of the above arrangement.

**GFG's Chief Compliance Officer, Allison LeDuc, remains available to address any questions that a client or prospective client may have regarding the above arrangements and any corresponding perceived conflict of interest such arrangements may create.**

**Directed Brokerage.** As indicated above, GFG generally recommends that its clients utilize the brokerage and custodial services provided by TD Ameritrade. GFG does not generally accept directed brokerage arrangements (when a client requires that account transactions be effected through a specific broker-dealer). In such client directed arrangements, the client will negotiate terms and arrangements for their account with that broker-dealer, and GFG will not seek better execution services or prices from other broker-dealers or be able to "batch" the client's transactions for execution through other broker-dealers with orders for other accounts managed by GFG. As a result, a client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case. **Please Note:** In the event that the client directs GFG to effect securities transactions for the client's accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through

alternative clearing arrangements that may be available through GFG. Higher transaction costs adversely impact account performance. **Please Also Note:** Transactions for directed accounts will generally be executed following the execution of portfolio transactions for non-directed accounts.

**Order Aggregation:** The vast majority of transactions effected by GFG for client accounts are open-end mutual funds. Transactions for each client account generally will be effected independently. To the extent applicable relative to exchange listed equity purchases, GFG may determine to purchase or sell the same securities for several clients at approximately the same time. In such situations, GFG may (but is not obligated to) combine or “bunch” such orders when it believes that it might result in obtaining better price execution.

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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.

### **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 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 generally came from current clients, estate planning attorneys and accountants. The firm may compensate referring parties for these referrals.

If a client is introduced to GFG by either an unaffiliated or an affiliated solicitor, GFG may pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940, and any corresponding state securities law requirements. Any such referral fee shall be paid solely from GFG’s investment management fee, and shall not result in any additional charge to the client. If the client is introduced to GFG by an unaffiliated solicitor, the solicitor, at the time of the solicitation, shall disclose the nature of his/her/its solicitor relationship, and shall provide each prospective client with a copy of GFG’s written Brochure with a copy of the written disclosure statement from the solicitor to the client disclosing the terms of the solicitation arrangement between GFG and the solicitor, including the compensation to be received by solicitor from the GFG.

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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.

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### **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.

**ANY QUESTIONS: GFG's Chief Compliance Officer, Allison LeDuc, remains available to address any questions regarding this Part 2A.**