

Part 2A of Form ADV: Firm Brochure

Item 1: Cover Page

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This brochure provides information about the qualifications and business practices of Premier Financial Partners, LLC. If you have any questions about the contents of this brochure, please contact us at 314-576-1166 or rmartin@premierfn.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.

Premier Financial Partners, LLC is a registered investment adviser. Registration does not imply a certain level of skill or training. A registered investment adviser's oral and written communications provide you with information about how you may hire or retain an Adviser.

Additional information about Premier Financial Partners, LLC is also available on the United States Securities and Exchange website at <http://www.adviserinfo.sec.gov>. Premier can be searched for based on its CRD number, which is 132043.

Item 2: Material Changes

Pursuant to state rules and regulations, we ensure that our clients receive a summary of any material changes to this Brochure and subsequent Brochures within 120 days of the close of our business' fiscal year, December 31. We provide our clients with a new Brochure when requested by clients, at any time, without a charge.

Our current brochure can be requested at any time by contacting our office at (314) 576-1166 or going to our website at www.premierfn.com. We are happy to answer any questions you may have regarding this brochure.

The following summarizes the material changes to this brochure since the last update:

- Information was updated regarding the Paycheck Protection Program.
- Reference to an Engagement Agreement was updated.
- Items 4 & 8 were updated for consistency with an Engagement Agreement

Item 3: Table of Contents

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Item 4: Advisory Business

Premier Financial Partners, LLC (“Premier”) is a financial services firm owned and operated by Ronald Martin, Jr... Mr. Martin’s background can be found in our firm’s Brochure Supplement. We have been in business since 1997. We are registered or exempt from registration as an investment adviser in all states in which we have clients.

Premier provides investment advice through consultations with our clients as we assist them with their financial planning. Occasionally, we may furnish advice to our clients on matters that do not involve securities. Premier generally provides investment advice to individuals, pension and profit-sharing plan participants, trusts, estates, charitable organizations, corporations, or other business entities. Currently, Premier provides such investment advice regardless of account size. In providing comprehensive financial planning and consulting services to our clients, Premier does offer advice pertaining to insurance and banking products.

Premier offers comprehensive and modular (non-comprehensive) financial planning services, either on a one-time or ongoing basis. Services include a review of the client’s financial situation, goals, and a written financial plan outlining the client’s personalized program. Additional services may include portfolio review and evaluation, investment allocation analysis, investment policy design, and asset allocation analysis. The firm’s associated person (advisor representative) will conduct an initial consultation with each client and complete a comprehensive investor questionnaire to establish the client’s goals, objectives, time horizon, and risk sensitivity. Based on this information, Premier will design a customized financial plan tailored to meet the client’s wealth management goals. Premier currently does not manage client funds and has had \$0 under management since December 31, 2020. Should a client desire portfolio management services, those services will be provided by the advisory representatives of Premier in their capacity as advisory representatives of Royal Alliance.

Premier also offers financial consulting services. When engaged, Premier will provide financial advice concerning specific matters. Services may include budget planning, business financial planning, cash flow analysis, debt management, education planning, estate, legacy or multigenerational planning, financial planning, life transition planning, significant purchase planning, philanthropic/charitable planning, special needs planning, referral for 1031 Exchange, or other consulting services. A written financial plan will not be provided to the client for consulting services. The client will be asked to sign an engagement agreement acknowledging that the client only desires advice on the specific financial area agreed upon to be reviewed and/or analyzed.

If the client contracts for ongoing services, the client is responsible for notifying Premier of any changes in the client’s financial situation, goals, or objectives. At the client’s request, an advisory representative of Premier will conduct an annual review of the client’s financial plan.

The client always has the right to decide whether to act on Premier’s financial planning recommendations. If the client decides to act on the recommendation, they always have the right to select the investment professional to implement the recommendation. An estimate for total hours and cost will be determined at the start of the financial planning relationship. Premier’s fees and compensation are discussed in detail in Item 5 of this Brochure.

Premier or affiliates may recommend that clients open and maintain Enterprise Bank & Trust (EBT) deposit accounts. Premier is not compensated for clients opening accounts with EBT. Enterprise Bank and Trust are not affiliated with Premier. Premier does not receive additional revenue if a client

establishes a deposit account with Enterprise Bank and Trust. As stated above, Premier is subject to and intends to comply fully with standards of fiduciary duty that require it to act in the best interests of a client when making recommendations. Additionally, the relationship between Premier and EBT will be disclosed to the client in writing before making any recommendations.

Clients are expected to enter into an Engagement Agreement with Premier prior to the provision of services by the firm. **Premier does not represent, warrant, or imply that the services or methods of analysis used by the firm can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or crashes.**

A client may cancel without penalty or fee by providing notice of such cancellation to Advisor within five business days of the date Agreement is executed. A client may cancel after the five business days and prior to delivery of the Financial Plan to the client, in which event the client agrees to pay the Advisor a reasonable fee in proportion to the work completed on the client's Financial Plan as determined by Advisor. After five (5) business days' notice of cancellation should be sent in writing to the firm at the address on this cover page.

Item 5: Fees and Compensation

Premier offers our services at hourly and fixed rates. The fee charged for comprehensive financial planning will be determined based on the nature of a client's assets, the complexity and number of matters covered by the plan, the time involved, and the client's goals and objectives. Comprehensive financial planning fees (hourly or fixed) will be set during the initial consultation and stated in the Engagement Agreement. An estimate for total hours and cost will be determined and agreed upon at the start of the financial planning relationship. An initial deposit is due at the time of executing the Engagement Agreement. The financial planning fee is due to Premier as indicated in the Engagement Agreement.

Modular financial plans are generally less costly because they are not as inclusive as comprehensive plans. The fee charged for modular financial plans will be determined based on the nature of a client's assets, the complexity and number of matters covered by the project, the time involved, and the client's goals and objectives. Modular financial planning fees (hourly or fixed) will be set during the initial consultation and stated in the Engagement Agreement. An estimate for total hours and cost will be determined and agreed upon at the start of the financial planning relationship. An initial deposit is due at the time of executing the Engagement Agreement. The financial planning fee is due to Premier as indicated in the Engagement Agreement.

If the client contracts for ongoing comprehensive financial planning or modular services, fees and rates stated in the financial planning contract shall remain in effect for future services provided. Fees and rates for ongoing comprehensive financial planning or modular services may not be changed without prior client consent.

When requested, Premier will provide financial advice for specific matters. Services may include budget planning, business financial planning, cash flow analysis, debt management, education planning, estate, legacy or multigenerational planning, financial planning, life transition planning, significant purchase planning, philanthropic/charitable planning, special needs planning, referral for 1031 Exchange, or other consulting services. Premier offers consulting services, at hourly rates. A written financial plan will not be provided to the client for consulting services. The client will be asked to sign an Engagement Agreement acknowledging that the client only desires advice on a specific financial area agreed upon to be reviewed and/or analyzed. An estimate for total hours and cost will be determined and agreed upon at the start of the consulting relationship. An initial deposit is due at the time of executing the Engagement Agreement.

The consulting fee is due to Premier as indicated in the Engagement Agreement. Premier may, at its discretion, discount or waive client fees if the client uses the adviser or affiliates for other products or services.

This agreement may not be amended without mutual consent except that firm has the right to amend this agreement providing 30 days' notice of the modification to this agreement.

Finally, a client may cancel without penalty or fee by providing notice of such cancellation to Advisor within five business days of the date the Engagement Agreement (Agreement) is executed. A client may cancel after the five (5) business days and prior to delivery of the Financial Plan/consulting service to the client, in which event client agrees to pay Advisor a reasonable fee in proportion to the work completed on client's Financial Plan/ consulting service as determined by Advisor. Notice of cancellation should be sent in writing to the firm at the address on this cover page.

Client Satisfaction: If a client is dissatisfied with the focus or specificity of their Financial Plan/consulting service, Advisor shall, upon written notice thereof, receive within ten (10) business days of the date on which the Financial Plan/consulting service is delivered to the client, make appropriate changes to the Financial Plan/consulting service at no additional cost to the client or, in the sole discretion of Advisor, reduce or refund part or all of the fee. Should client, Firm, or Advisor terminate this agreement before all fees are earned, the firm will refund any unearned fees to the client.

Premier receives no administrative fee for deposit accounts referred to Enterprise Bank & Trust. Premier does not charge clients for referrals to DST sponsors. However, Premier may receive a portion of the fee charged to the client by the DST Sponsor as disclosed and agreed upon in the consulting contract.

Also, please see Item 10 of this brochure which describes commissions, fees, and other compensation that Premier's Investment Advisor Representatives may receive while acting in other different capacities for our clients.

Item 6: Performance-Based Fees and Side-By-Side Management

Premier does not charge any performance-based fees (fees based on a share of capital gains or capital appreciation of a client's assets) and therefore does not engage in side-by-side management. All fees are calculated and charged as described in this brochure and are not charged based on income or capital gains or capital appreciation of the funds or any portion of a client's funds.

Item 7: Types of Clients

Premier provides services to individuals, pension and profit-sharing plan participants, trusts, estates, charitable organizations, corporations, and other types of business entities. Premier does not require its clients to have a minimum net worth or account size.

Item 8: Methods of Analysis, Investment Strategies and Risk of Loss

Due to the fact that Premier does not have assets under management, we do not provide any type of analysis on clients' accounts.

Risk of Loss

As stated above, clients have the right to act on Premier's recommendations by placing securities transactions with any brokerage or investment advisory firm that the client chooses. However, our clients should be aware that **all investments present the risk of loss of principal** – the risk that the value of securities when sold or otherwise disposed of, maybe less than the price paid for the securities. Even when the value of the securities when sold is greater than the price paid, there is the risk that the appreciation will be less than inflation. In other words, the purchasing power of the proceeds may be less than the purchasing power of the original investment. **Clients should be prepared to bear this risk of loss** if they purchase any security based on our recommendations.

Item 9: Disciplinary Information

Premier has no legal or disciplinary events that are material to a client's or prospective client's evaluation of our advisory business or the integrity of our management.

Item 10: Other Financial Industry Activities and Affiliations

The advisory representatives of Premier are representatives of Royal Alliance, a dually registered investment adviser and broker-dealer, and a member of the FINRA/SIPC. In such capacity, the advisory representatives may provide account management services to clients of Premier that elect to execute their financial plans through Royal Alliance. As representatives of Royal Alliance, the advisory representatives may purchase or sell securities for clients and receive usual and customary commissions. As a result, this presents a conflict of interest to the extent that a representative recommends a security to a client during the financial planning process, resulting in a commission being paid to the advisory representative. This conflict of interest is disclosed to the client in writing prior to any recommendations being made. However, Premier is subject to and intends to comply fully with standards of fiduciary duty that require it always to act in the best interests of a client when making recommendations.

You should know that Premier is actively engaged in a business other than giving investment advice. Also, Premier sells products or services other than investment advice to clients, and Premier's principal business involves something other than providing investment advice.

As stated above, Premier's advisory representatives are Registered Representatives of Royal Alliance and provide brokerage services to clients in that capacity. Royal Alliance's principal business is a full-service general securities broker-dealer registered with the Securities Exchange Commission, FINRA, and various other regulatory bodies. Royal Alliance is also a registered investment adviser and provides access to Third Party Investment Advisory Services to clients through their own Advisory Representatives and direct management services through their respective advisory programs. In that regard, Premier's Advisory Representatives may also be affiliated with Royal Alliance's Investment Advisor to provide such Third-Party Advisory Services and products. Although Royal Alliance maintains supervisory and administrative relationships with certain of Premier's Advisory Representatives, the Firms do not control Premier with respect to its Investment Advisory activities. However, because the Advisory Representatives are dually registered agents of Royal Alliance and Premier, Royal Alliance has specific supervisory and administrative duties according to the requirements of FINRA Conduct Rule 3040. In that regard, Royal Alliance may require and furnish certain account opening documentation to be completed by the clients and the Advisory Representatives. Once the clients have completed all such materials and forms in consultation with their Advisory Representatives, the Advisory Representatives may be required to submit these materials and documents to Royal Alliance for review and approval in

their capacity as the Broker/Dealer of record of the account(s). Such review does not include the provision of investment advisory services to Premier's client accounts. In certain instances, Royal Alliance may collect the investment advisory fee due Premier from the account custodian as paying agent for Premier. Royal Alliance will retain a portion as an administrative charge to Premier (not the clients) for the functions Royal Alliance is required to carry out by the FINRA. Royal Alliance does not provide investment advisory services in connection with such programs. For Royal Alliance's Firm Brochure, please visit www.adviserinfo.sec.gov.

Premier or affiliates may recommend that clients open and maintain Enterprise Bank & Trust (EBT) deposit accounts. Premier is not compensated for clients opening accounts with EBT. Enterprise Bank and Trust is not affiliated with Premier. Premier does not receive additional revenue if a client establishes a deposit account with Enterprise Bank and Trust. As stated above, Premier is subject to and intends to comply fully with standards of fiduciary duty that require it to act in the best interests of a client when making recommendations. Additionally, the relationship between Premier and EBT will be disclosed to the client in writing before making any recommendations.

In addition, Premier's advisory representatives are agents of various insurance companies. In such capacity, they may sell insurance products to clients and receive customary commissions from such sales.

Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

CODE OF ETHICS

Premier or its Advisory Representatives may buy or sell securities identical to those recommended to clients for their personal accounts. In addition, any related person(s) may have an interest or position in a particular security, which may also be recommended to the clients. It is the express policy of Premier that its Advisory Representatives may not purchase or sell any individual stock or bond before a transaction(s) being implemented for an advisory account, and therefore, preventing such Advisory Representatives from benefiting from transactions placed on behalf of advisory accounts. As these situations represent a conflict of interest, Premier has established the following restrictions to ensure compliance with its fiduciary responsibilities:

- 1) A Director, officer, or Advisory Representative shall not buy or sell securities for their personal portfolio(s) where their decision is substantially derived, in whole or in part, by reason of their affiliation with Premier, or Royal Alliance, unless the information is also available to the investing public on reasonable inquiry. No person shall prefer their interest to that of the advisory clients. *See Footnotes: (1) (2)*
- 2) All clients are fully informed that individuals may receive separate compensation when effecting transactions during the implementation process.
- 3) Premier emphasizes the unrestricted right of the clients to decline to implement any advice rendered, except in situations where a Third-Party Advisory Service is granted discretionary authority in the client's account.
- 4) Premier requires that all individuals act according to applicable Federal and State regulations governing registered investment advisory practices.
- 5) Any individual not in observance of the above will be subject to remedial counseling or termination.

Footnotes: (1) Some securities being considered for purchase and sale on behalf of Premier's clients trade insufficiently broad markets to permit transactions by clients to be completed without an appreciable impact on the securities' markets. Under certain circumstances, exceptions may be made to the policies stated above. Records of these trades, including the reasons for the exceptions, will be maintained with Premier's records in the manner set forth above. (2) Open-end mutual funds and/or the investment sub-accounts which may comprise a variable insurance product are purchased or redeemed at a fixed net asset value price per share specific to the date of purchase or redemption. As such, transactions in mutual funds and/or variable insurance products by Advisory Representatives are not likely to impact the prices of the fund shares in which clients invest and are therefore not prohibited by Premier's Investment policies and procedures.

In accordance with Section 204A of the Investment Advisors Act of 1940, Premier also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by Premier or any person associated with Premier.

PRIVACY POLICY

Maintaining the trust and confidence of our clients is a high priority. That is why we want you to understand how we protect your privacy when we collect and use information about you and take steps to safeguard that information. This notice is provided to you on behalf of Premier Financial Partners, LLC.

Information We Collect: In connection with providing investment products, financial advice, or other services, we obtain non-public personal information about you, including:
Information we receive from you on account applications, such as your address, date of birth, Social Security Number, occupation, financial goals, assets, and income.
Information about your transactions with us, our affiliates, or others; and
Information received from credit or service bureaus or other third parties, such as your credit history or employment status.

Categories of Information We Disclose: We may disclose all information that we collect. Premier Financial Partners, LLC and its affiliates do not sell customer lists and will not sell your name to telemarketers.

Categories of Parties to Whom We Disclose: We will not disclose information regarding you or your account with us, except under the following circumstances:
To your authorized Registered Representative and their manager
To our parent companies or their affiliates, to the extent permitted by law
To entities that perform services for us or function on our behalf, including financial service providers, such as a clearing broker-dealer, investment company, or insurance company.
To consumer reporting agencies.
To third parties who perform services or marketing on our behalf.
To your attorney, trustee, or anyone else who represents you in a fiduciary capacity.
To our attorneys, accountants, or auditors; and
To government entities or other third parties in response to subpoenas or other legal processes required by law or to comply with regulatory inquiries.

How We Use Information: Information may be used among the companies that perform support services for us, such as data processors, technical systems consultants, and programmers, or companies that help us market products and services to you for several purposes, such as:

- To protect your accounts from unauthorized access or identity theft.
- To process your requests, such as securities purchases and sales.
- To establish or maintain an account with an unaffiliated third party, such as a clearing broker-dealer providing services to you and/or Premier Financial Partners, LLC;
- To service your accounts, such as issuing checks and account statements;
- To comply with Federal, State, and Self-Regulatory Organization requirements;
- To keep you informed about financial services of interest to you.

Item 12: Brokerage Practices

Premier does not engage in any soft dollar practice. Premier offers financial planning and consulting services only. Therefore, no clients have accounts directly with Premier. The relationship between Premier's advisor representatives and Royal Alliance is fully disclosed in Item 10 of this Brochure.

Item 13: Review of Accounts

Premier offers financial planning and consulting services only, and therefore no clients have accounts directly with Premier. Premier does review a client's plan on a schedule agreed upon by the client and to the extent the client requests our financial planning and/or consulting services. However, as Premier does not hold any accounts, there are no regularly scheduled reviews or reconciliations of accounts.

Premier does not send account reports to clients as Premier does not hold, manage, or supervise client accounts. A client may request from Premier a comprehensive review of their accounts from time to time, which we will provide.

Item 14: Client Referrals and Other Compensation

From time to time, Premier's Advisory Representatives may receive incentive awards for the recommendation and introduction of investment products or distribution fees (otherwise known as 12-b-1 fees) from investment companies in connection with the placement of clients' funds into investment companies. Therefore, the receipt of this consideration may affect Premier's judgment in recommending products to its clients. Nothing in this paragraph precludes Premier's Advisory Representatives' duty to act in the client's best interest. Premier does not charge clients for referrals to DST sponsors. However, Premier may receive a portion of the fee charged to the client by the DST Sponsor up to the amount disclosed in the consulting contract.

Item 15: Custody

Premier does not at any time have custody of client funds. Premier urges all clients to carefully review all account statements sent to them by the brokerage firms, banks, and insurance companies that have custody of their funds.

Item 16: Investment Discretion

Premier does not have discretion over any brokerage accounts, so we do not have the authority to place transactions in our client's brokerage accounts. Premier does not perform any brokerage duties, either by itself or through a Third-Party Administrator.

Please see Item 10 of this Brochure regarding Premier's Investment Advisor Representatives acting in their capacity as registered representatives with Royal Alliance.

Item 17: Voting Client Securities

Proxy Voting: As a matter of firm policy and practice, Premier does not accept the authority to and does not vote proxies on behalf of advisory clients. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in their portfolios. Clients will receive applicable proxies directly from the issuer of securities. Premier, however, may provide advice to clients regarding the clients' voting of proxies.

Class Actions, Bankruptcies, and Other Legal Proceedings: Clients should note that Premier will neither advise nor act on behalf of the clients in legal proceedings involving companies whose securities are held or previously were held in the client's portfolio, including but not limited to, the filing of "Proofs of Claim" in class action settlements.

Item 18: Financial Information

Investment advisers are required in this Item to provide you with certain financial information or disclosures about Premier's financial condition. Premier has no financial commitment that impairs its ability to meet contractual and fiduciary obligations to clients and has not been the subject of a bankruptcy proceeding.

In April 2020, several advisors applied for the Paycheck Protection Program Loan through the Small Business Administration. The applications were approved, and the funds were used to cover qualified expenses during the 24-week covered period after receiving the PPP. The Paycheck Protection Program Loans were forgiven. The SBA & IRS do not consider the program as income, and it is not reported as a cancellation of debt. We do not feel this assistance constitutes material facts relating to our advisory relationship with clients, nor does it impair our ability to meet contractual commitments to our clients.

Item 19: Requirements for State-Registered Advisers

The past five years' business background and educational background of Premier's executive officers and management persons are as follows:

Ronald L. Martin, Jr., CFP®, ChFC

Date of Birth: 10/08/1963

Education:

ChFC Certification - 04/2000

CFP® Certification - 10/1999

Central Missouri State University, Warrensburg, MO - BSBA in Management - 1989

Business Background:

President, CEO, and CCO, Premier Financial Partners 05/97 - present

Advisory Representative, Premier Financial Partners 06/04 - present

Registered Representative, Royal Alliance Associates, Inc. 08/05 - present

Investment Advisory Representative, Royal Alliance Associates, Inc. 05/09 - present

Addendum:

The firm carries professional liability insurance coverage and cybersecurity insurance coverage. Premier Financial Partners will provide proof of coverage or its declarations page upon request.