



Premia Global Advisors, LLC
June, 2020 (Current as of April 2022)

FORM CRS

Premia Global Advisors, LLC is registered with the Securities and Exchange Commission as an investment adviser and, as such, we provide advisory services rather than brokerage services. Brokerage and investment advisory services and fees differ and it is important for you, our client, to understand the differences. Additionally, free and simple tools are available to research firms and financial professionals at [Investor.gov/CRS](https://www.investor.gov/crs), which also provides educational materials about broker-dealers, investment advisers, and investing. This document is a summary of the services and fees we offer to “retail” investors, which are natural persons who seek or receive services primarily for personal, family, or household purposes.

What investment services and advice can you provide me?

We offer the following investment advisory services to retail investors: Portfolio Management Services; Selection of Other Advisers; Asset Allocation Services; Financial Planning Services and Advisory Consulting Services; Detailed information regarding our services, fees and other disclosures can be found in our Form ADV Part 2A Items 4, 7, 13 and 16 by clicking this [link](#).

Account Monitoring If you open an investment account with our firm, as part of our standard service we will monitor your investments on a monthly basis.

Investment Authority We manage investment accounts on a *discretionary* basis whereby **we will decide** which investments to buy or sell for your account. We have discretion to select, retain or replace third-party managers to manage your accounts. You may limit our discretionary authority (for example, limiting the types of securities that can be purchased or sold for your account) by providing our firm with your restrictions and guidelines in writing. We offer *non-discretionary* investment management services whereby we will provide advice, but *you will ultimately decide* which investments to buy and sell for your account. You have an unrestricted right to decline to implement any advice provided by our firm on a non-discretionary basis.

Investment Offerings We provide advice on various types of investments. Our services are not limited to a specific type of investment or product.

Account Minimums and Requirements In general, we do not require a minimum dollar amount to open and maintain an advisory account; however, we have the right to terminate your account if it falls below a minimum size which, in our sole opinion, is too small to manage effectively.

Key Questions to Ask Your Financial Professional

- **Given my financial situation, should I choose an investment advisory service? Why or Why Not?**
- **How will you choose investments to recommend to me?**
- **What is your relevant experience, including your licenses, education and other qualifications?**
- **What do these qualifications mean?**

What fees will I pay?

The following summarizes the principal fees and costs associated with engaging our firm for investment advisory services. For detailed information, refer to our Form ADV Part 2A Brochure by clicking this [link](#)

- **Asset Based Fees** – Advisory fees are payable quarterly in advance, as described on Form ADV Part 2A Item 5 And pursuant to the terms of the Investment Advisory Agreement. Since the fees we receive are asset-based (i.e. based on the value of your account), we have an incentive to increase your account value which creates a conflict especially for those accounts holding illiquid or hard-to-value assets;
- **Other Advisory Fees** - In addition to our fees, we are also compensated by:
- Advisory fees charged by third party money managers, which are separate and apart from our fees.
- Clients pay the following addition fees and/or expenses: custodian, brokerage and other fees described on Form ADV Part 2A Item 5

Examples of the most common fees and costs applicable to our clients are:

- Custodian fees;
- Account maintenance fees;
- Fees related to mutual funds and exchange-traded funds;
- Transaction charges when purchasing or selling securities; and
- Other product-level fees associated with your investments

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.

Key Questions to Ask Your Financial Professional

- **Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me? What are your legal obligations to me when acting as my investment adviser? How else does your firm make money and what conflicts of interest do you have?**

When we act as your investment adviser, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the investment advice we provide you. Here are some examples to help you understand what this means.

- We do not make any money from our investment advisory services except as described above.

Refer to our Form ADV Part 2A Brochure by clicking this [link](#) to help you understand what conflicts exist.

Key Questions to Ask Your Financial Professional

- **How might your conflicts of interest affect me, and how will you address them? How do your financial professionals make money?**

Our Company and the financial professional servicing your account(s) are compensated in the following ways: salary and discretionary bonus.

Do you or your financial professionals have legal or disciplinary history?

No, our firm and our financial professionals currently do not have any legal or disciplinary history to disclose. Visit Investor.gov/CRS for a free and simple research tool.

Key Questions to Ask Your Financial Professional

- **As a financial professional, do you have any disciplinary history? For what type of conduct?**

You can find additional information about your investment advisory services and request a copy of the relationship summary at (786) 646-9140, email: msosa@premiaglobaladvisors.com click the [link](#) provided.

Key Questions to Ask Your Financial Professional

- **Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?**

Premia Global Advisors, LLC
Form ADV Part 2A - Disclosure Brochure

2600 South Douglas Road, Suite 1103

Coral Gables, FL 33134
Phone: (786) 646-9140
www.premiaglobaladvisors.com

March 23, 2023

This Form ADV Part 2A ("Disclosure Brochure" or "Brochure") provides information about the qualifications and business practices of Premia Global Advisors, LLC ("Premia")(CRD No. 282426). If you have any questions about the contents of this Disclosure Brochure, please contact us at (786) 646-9140.

Premia is a Registered Investment Advisor with the U.S. Securities and Exchange Commission ("SEC"). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information through Premia to assist you in determining whether to retain the Advisor.

Additional information about Premia and its advisory persons are available on the SEC's website at www.adviserinfo.sec.gov by searching for our firm name or by our CRD number: 282426.

Item 2 Material Changes

Form ADV 2 is divided into two parts: Part 2A (the "Disclosure Brochure") and Part 2B (the "Brochure Supplement"). The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices, advisory services and conflicts of interest. The Brochure Supplement provides information about Premia's advisory personnel or Advisors.

Premia believes that communication and transparency are the foundation of its relationship with Clients and will continually strive to provide its Clients with complete and accurate information at all times. Premia encourages all current and prospective Clients to read this Disclosure Brochure and discuss any questions you may have with us. And of course, we always welcome your feedback.

The purpose of this Item 2 is to disclose material changes that have been made to this Brochure since the last annual update of this Brochure. Since our last annual updating dated March 7, 2022, we amended Item 14 to disclose a referral arrangement and updated our assets under management under Item 4. There were no other material changes.

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Item 4 Advisory Services

A. Firm Information

Premia is a Registered Investment Advisor founded in January 2016 and organized as a limited liability company ("LLC") under the laws of the State of Delaware. Premia is owned and operated by Miguel Sosa (Principal). Premia's principal place of business is located in the State of Florida.

B. Advisory Services Offered

Premia offers discretionary and non-discretionary investment advisory services to retail and institutional clients primarily in the United States, Latin America, and the Caribbean. Premia caters to high-net-worth individuals, families, trusts, estates, foundations, charitable organizations, personal investment companies, personal holding companies, corporations, pension funds, and other business or government or quasi-government entities (collectively referred to as "Client(s)").

Premia provides comprehensive advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing investment management and related wealth advisory services. Premia works closely with each Client to identify the Client's investment goals and objectives and their unique financial situation to create a portfolio strategy and support the Client's overall financial needs. We are held to a fiduciary standard that covers the entire investment advisory relationship with you. For example, we are required to monitor your portfolio, investment strategy and investments on an ongoing basis. We are required to identify and eliminate conflicts of interest or tell you about them in a way you can understand, so that you can decide whether to agree to them.

Premia constructs customized investment portfolios, primarily consisting of equity, fixed income securities, mutual funds, exchange traded funds, (ETFs) and alternative investment products such as hedge funds, structured products, limited partnerships, or private placements of securities. Premia may also employ currency hedges, cash positions and other risk management strategies. Premia may also utilize other types of investments, as appropriate, to meet the needs of each Client.

Clients in Premia's Separately Managed Account (SMA) program are provided access to an actively managed investment portfolio that may be managed by independent asset managers. Unlike a mutual fund, where the funds are commingled, an SMA consists of a portfolio of individually owned securities that can be tailored to fit the Client's investing preferences.

Premia's investment strategy is primarily long-term focused, but Premia may buy, sell, or re-allocate positions that have been held less than one year to meet the objectives of the Client or due to market conditions. Premia will construct, implement and monitor the Client's portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Clients will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to Premia's acceptance.

Premia evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Premia may recommend redistributing investment allocations to diversify the portfolio. Premia may recommend specific positions to increase sector or asset class weightings. Premia may recommend employing cash positions as a possible hedge against market movement. Premia may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or over weighting of the position[s] in the portfolio, change in the Client's risk tolerance, generating cash to meet Client needs, or any risk deemed unacceptable for the Client's risk tolerance.

Our non-discretionary advisory services are tailored to the Client's needs. We will gather information regarding the Client's financial situation, risk tolerance and investment objectives and make recommendations regarding the appropriate investment strategy, for the Client. We will also monitor the performance of the account to ensure the performance and investment strategy remains aligned with the Client's stated investment goals and objectives. Non-discretionary account Client must approve or disapprove each of our recommendations.

C. Selection of Other Advisors

Premia may offer Clients the portfolio management services of selected unaffiliated or third-party managers or subadvisors. The specific terms and conditions under which a Client engages a third-party manager or sub advisor will generally be set forth in a separate written agreement with the designated third-party manager or sub advisor. In addition to this Brochure, Clients will also receive the written disclosure documents of the respective third-party manager(s) or sub advisor(s) engaged to manage their assets. In most cases, Premia relies on Dynasty Financial Partners, LLC's due diligence to screen third-party manager or sub advisors (see discussion below). Premia also independently evaluates a variety of information about third-party managers or subadvisors, which may include but not limited to the third-party manager or sub advisor's public disclosure documents, materials supplied by the third-party managers or subadvisors and other analyses prepared by third parties deemed to be reliable. To the extent possible, Premia seeks to assess the third-party manager or subadvisor's investment strategies, past performance, and risk results in relation to its Clients' individual portfolio allocations and risk exposure. Premia also takes into consideration each third-party manager or subadvisor's management style, returns, reputation, financial strength, reporting, pricing, and research capabilities, among other factors. Premia may at any time, at its discretion add or remove managers or sub advisers.

On an ongoing basis, Premia monitors the performance of accounts being managed by third-party managers or subadvisors. Premia seeks to ensure that the third-party manager or sub advisor's strategies and target allocations remain aligned with its Clients' investment objectives and overall best interests. As noted, Premia provides discretionary and non-discretionary investment advisory services and portfolio management services and does not offer securities custodial or other administrative services. At no time will Premia accept or maintain custody of a Client's funds or securities, except for authorized deduction of advisory fees. All Client assets will be managed within the designated custodial account, pursuant to the Client's Investment Advisory Agreement.

D. Dynasty Financial Partners, LLC ("Dynasty")

Premia has entered into a contractual relationship with Dynasty that provides Premia with operational and back-office support including access to a network of service providers. Through the Dynasty network of service providers, Premia may receive preferred pricing on trading technology, reporting, custody, brokerage, compliance, and other related services. Dynasty charges a "Platform Fee," which, unless otherwise disclosed, is included in Premia's annual investment management fee described in Item 5 below. In addition, Dynasty's subsidiary, Dynasty Wealth Management, LLC ("DWM") is an SEC registered investment advisor that provides Premia with access to a range of investment services including: SMAs, mutual fund and ETF asset allocation strategies, and unified managed accounts ("UMA") managed by external third-party managers (collectively, the "Investment Programs" and individually, a "Program"). Premia will, as deemed appropriate, recommend the Programs or a Program to its Clients.). Under the SMA and UMA programs, Premia will maintain the ability to select the specific, underlying third-party managers that will, in turn, have day-to-day discretionary trading authority over the requisite client assets. In addition, Dynasty Select is a platform offering network advisors access to private equity funds, hedge funds, and direct investments. This platform also provides processing and administrative solutions for advisors working with their own alternative managers.

DWM sponsors a turnkey asset management program ("TAMP") program that is available to advisors in the Dynasty Network, such as Premia. Through the TAMP platform, DWM and Dynasty collectively provide certain technology, administrative, operations and advisory support services that allow advisors to manage their own portfolios and access independent third-party managers that provide discretionary services in the form of traditional managed accounts and investment models. Premia can allocate all or a portion of client assets among the different independent third-party managers via the TAMP platform. Advisors may also use the model management feature of the TAMP by creating their own asset allocation model and underlying investments that comprise the model. Through the model management feature, advisors may be able to outsource the implementation of trade orders and periodic rebalancing of the model when needed.

Premia will maintain the direct contractual relationship with each client and obtain, through such agreements, the authority to engage independent third-party managers, DWM and/or Dynasty, as applicable, for services rendered through the TAMP platform in service of such client. Premia may delegate discretionary trading authority to DWM and/or independent third-party managers to effect investment and reinvestment of client assets with the ability to buy, sell or otherwise effect investment transactions and allocate client assets.

E. Client Account Management

Prior to engaging Premia to provide investment advisory services, Clients are required to enter into an Investment Advisory Agreement that defines the terms, conditions, authority and responsibilities of Premia and the Client.

These services may include:

- Asset Allocation - Premia may develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation, and risk tolerance for each Client.
- Portfolio Construction - Premia may develop a portfolio that is intended to meet the Client's stated goals and objectives.
- Investment Management and Supervision - Premia will provide investment management and ongoing oversight of the Client's portfolio and overall account.
- Establishing an Investment Policy Statement -When appropriate or requested by the Client, Premia may develop an Investment Policy Statement, in conjunction with the Client, that summarizes the Client's investment goals and objectives.

As stated above, Premia will honor any reasonable restrictions on investing in certain securities or types of securities imposed by the Client. The request must be made in writing.

F. Individual Retirement Account ("IRA") Rollover Recommendations (for U.S. clients only)

Effective December 20, 2021 (or such later date as the US Department of Labor ("DOL") Field Assistance Bulletin 2018-02 ceases to be in effect), for purposes of complying with the DOL's Prohibited Transaction Exemption 2020-02 ("PTE 2020-02") where applicable, we are providing the following acknowledgment to you.

When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. The way we make money creates some conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interest ahead of yours. Under this special rule's provisions, we must:

- Meet a professional standard of care when making investment recommendations (give prudent advice);
- Never put our financial interests ahead of yours when making recommendations (give loyal advice);
- Avoid misleading statements about conflicts of interest, fees, and investments;
- Follow policies and procedures designed to ensure that we give advice that is in your best interest;
- Charge no more than is reasonable for our services; and
- Give you basic information about conflicts of interest.

We benefit financially from the rollover of your assets from a retirement account to an account that we manage or provide investment advice, because the assets increase our assets under management and, in turn, our advisory fees. As a fiduciary, we only recommend a rollover when we believe it is in your best interest.

G. Assets Under Management

As of December 31, 2022, Premia provided continuous management service for \$ 258,523,459 in regulatory assets under management of which \$238,242,791 is managed on a discretionary basis, and \$20,280,668 in Client assets is managed on a non-discretionary basis.

Item 5 Fees and Compensation

The following paragraphs detail Premia's fee structure and compensation methodology for services.

A. Fees for Advisory Services

Advisory fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the Investment Advisory Agreement. Advisory fees are calculated based on the assets under management with Premia. Advisory fees are based on the following schedule:

Asset Under Management	Advisory Fee
Up to \$10 million	1.25% can be negotiated
\$10 million and over	Negotiable

Advisory fees in the first quarter of service are prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at Premia's discretion. Client fees shall take into consideration the aggregate assets under management and the overall relationship with Premia. The Client's designated custodian will independently value all securities held in accounts managed by Premia, the fee is based on account values determined by the custodian or independent third-party provider and include cash balances. We will not have the authority or responsibility to value portfolio securities. Premia will generally negotiate a separate hourly or fixed fee for planning and wealth services.

As discussed above, Premia uses Dynasty's TAMP services. Premia's advisory fee includes TAMP advisor related charges in its fees, including the Platform Fee and the use of independent managers. Premia will pay a portion of the investment advisory fee to Dynasty and/ or the independent managers selected; however, clients will not pay a higher fee for their participation in the Investment Programs or any third-party manager relationship, unless otherwise disclosed. Premia may receive more advantageous pricing in the future as assets allocated to the Investment Programs increase. This results in a conflict of interest where Premia invests client assets in programs with reduced Platform Fees. Premia manages this conflict through disclosure, so that Clients can make an informed decision. Additionally, as a fiduciary, Premia will only make investment recommendations that are in the best interest of its Clients.

Premia has an incentive to increase the assets in your account in order to increase our fees. You may be able to negotiate a lower fee if your assets reach a certain threshold. You pay our fee quarterly even if there is a loss in your account and there are no transactions in your account during the period. An asset-based fee may cost more than a transaction-based fee, but you may prefer an asset-based fee if you want continuing advice or want someone to make investment decisions for you. Clients who do not wish to purchase ongoing investment advice or investment management services, or who wish to follow a buy and hold strategy, should consider opening a brokerage account rather than a fee-based account. At our discretion, we may combine the account values of family members in the same household to determine the applicable advisory fee. For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts.

B. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than Premia, in connection with investments made on behalf of the Client's account[s]. Premia's fee does not include securities transaction costs for trading to implement Premia's investment strategies, or third-party manager fees. In addition to Premia's advisory fees, Clients pay trading costs and custodial fees. Custodians may charge brokerage commissions and/or transaction fees for effecting certain securities transactions (i.e., transaction fees may be charged for certain no-load mutual funds, commissions may be charged for individual equity and fixed income securities transactions). To the extent that Clients accounts are invested in mutual funds, these Clients pay a separate layer of management, trading, and administrative expenses. Additionally, securities transaction costs associated with Client-directed trades are the responsibility of the Client.

All fees paid to Premia for investment advisory services are separate and distinct from fees and expenses charged by mutual funds and ETFs to their shareholders, as applicable. These fees and expenses are described in the respective fund's prospectus. When appropriate, Premia will use offshore, or institutional fund shares classes. The fund's fees and expenses will generally be used by the funds to pay fund management fees, other fund expenses, account administration (e.g., custody, brokerage, and account reporting), and a possible distribution fee.

Mutual fund companies generally offer multiple share classes of the same fund. Share classes are described in the mutual fund's prospectus. Each share class charges different fees and internal expenses. Depending on the share class selected, fees and internal expenses charges may be higher or lower. Certain funds do not charge a transaction fee but have higher internal expenses. Selecting funds that charge higher fees and expenses may adversely impact an account's long-term performance.

Clients will pay their proportionate share of the mutual fund's management and administrative fees and sales charges, as set forth in the mutual fund prospectus. Such administrative fees and sales charges are set forth in the mutual fund prospectus. Such advisory fees are compensation to the mutual fund-manager and are not shared with Premia.

Premia's policy is to generally recommend that clients invest in the lowest cost share class available based on the client's individual needs. Premia typically recommends institutional or advisor share classes that usually have the lowest expense ratios and are more beneficial than other share classes. Institutional or Advisor share classes are generally available to investors in qualified fee-based advisor programs, or accounts that meet certain minimum investment requirements.

When deemed appropriate for a client's specific situation, Premia may at times recommend selecting or holding a mutual fund share class that charges higher internal expenses than other available share classes for the same family. Premia will conduct periodic testing to ensure that the appropriate recommended share class has been selected for its clients. For share classes transferred in from other institutions, Premia's policy is to as soon as practicable evaluate whether more beneficial share classes may be available for the client to exchange at no cost and recommend that the client switch to a different lower cost share class, or may recommend liquidating the existing mutual fund holdings, which could result in tax consequences, or the client having to pay contingent deferred sales charges, or other redemption fees.

Clients may be able to purchase mutual funds directly from their respective fund families without incurring our advisory fee. However, when securities are purchased in a non-advisory account, clients would not receive ongoing advice from their financial advisor. When purchasing directly from fund families, clients may incur an upfront or back-end sales charges. Please refer to the mutual fund's prospectus for additional information regarding fees and expenses.

C. Fee Billing and Direct Debit of the Advisory Fee

As part of the Investment Advisory Agreement and other documents provided by the custodian, Clients provide written authorization permitting Premia's advisory fees to be paid directly from their accounts at the custodian and to directly remit the advisory fee to Premia. As part of the billing process, Premia, together with Dynasty, its designated service provider, will calculate investment advisory fees that the custodian will deduct from the Client's account[s] at the respective quarter-end date. The amount of the fee is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with Premia at the end of each quarter. An adjustment will be made for any contributions or withdrawals of Assets in the Account(s), which are greater than or equal to \$50,000 during the quarter. Such adjustments are reflected in the fee calculations for the next quarterly billing period. The custodian will provide Clients with an account statement, at least quarterly, reflecting all activity during the period including the amount of advisory fees deducted. It is the Client's responsibility to verify activity and the accuracy of fees and other information reflected on the custodian's account statement and promptly inform Premia of any discrepancies.

D. Advance Payment of Fees and Termination

Premia is compensated for its services in advance of the quarter in which investment advisory services are rendered. If the portfolio management agreement is executed at any time other than the first day of a calendar quarter, our fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the quarter for which you are a Client. Either party may terminate the advisory agreement by providing advance written notice to the other party. Upon termination, the Client shall be responsible for advisory fees up to and including the effective date of termination. Upon termination, Premia will refund any unearned, prepaid advisory fees from the effective date of termination to the end of the quarter.

Item 6 Performance Based Fees and Side By Side Management

Premia does not charge performance-based fees for its investment advisory services. The fees charged by Premia are as described in "Item 5 - Fees and Compensation" above and are not based upon the capital appreciation of the funds or securities held by any Client.

Item 7 Types of Clients and Account Requirements

As discussed, Premia offers investment advisory services to retail and institutional Clients. Premia at this time does not impose a minimum size for investment accounts, however its services are tailored to high-net-worth Clients. Additionally, certain investment strategies may require a minimum account size for effective management of the assets.

Clients that fund their accounts by depositing securities, authorize Premia to liquidate their securities and invest the proceeds in accordance with the selected strategy. Depending on the securities involved, the holding period and other factors, liquidations may result in redemption charges and tax consequences. Clients should review the potential tax consequences of these liquidations with their tax advisor.

Clients funding the accounts with mutual fund shares may pay redemption fees in addition to any charges incurred on the initial purchase. As discussed above, Clients that hold funds in their advisory accounts incur Premia's advisory fees in addition to the fund's operating and management fees and expenses. Clients should review these costs carefully before transferring assets into their Advisory Accounts.

Certain products may not be held in the account or used to fund the account managed by Premia. These may include insurance policies, annuities, private placements, and certain limited partnership interests, hedge funds, commodities, and futures. Clients should consult with their Advisor prior to attempting to transfer such assets.

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

A. Methods of Analysis

Premia employs fundamental and technical analysis methods in developing investment strategies for its Clients. Premia's analysis is derived from various sources, including financial media companies, third-party research materials, annual reports, prospectuses, press releases, Internet, and other sources.

As noted above, Premia generally employs a long-term investment strategy for its Clients, consistent with their financial goals. Premia will typically hold all or a portion of a security for more than a year but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, Premia may also buy and sell positions that are more short-term in nature, depending on the Client's goals and/or the sector, asset class or security's fundamentals.

B. Risk of Loss

Investing in securities involves certain risks. Securities will generally fluctuate in value or may lose value. Clients should be prepared to bear the potential risk of loss. Premia will assist Clients in determining an appropriate strategy based on their risk tolerance and other factors. However, there is no guarantee that Clients will meet their investment goals.

Fundamental analysis utilizes economic and business indicators as investment selection criteria. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps our Advisors in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. Premia monitors economic indicators to determine if adjustments to strategic allocations are appropriate. More details on Premia's review process are included below in "Item 13 - Review of Accounts".

Technical Analysis involves studying past price patterns, trends, and interrelationships in the financial markets to assess risk-adjusted performance and predict the direction of both the overall market and specific securities. Current prices of securities may reflect all information known about the security and day-to-day changes in market prices of securities may follow random patterns and may not be predictable with any reliable degree of accuracy. Technical analysis may not accurately detect anomalies or predict future price movements.

Each Client engagement generally entails a review of the Client's investment goals, financial situation, time horizon,

risk tolerance and other factors to develop an appropriate strategy for managing a Client's account, as appropriate. Premia works with each Client to determine their tolerance for risk as part of the portfolio construction process. The Client's participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of the Client's account. Premia relies on the financial and other information provided by the Client, or its designee, without the duty or obligation to validate the accuracy and completeness of the information provided. It is the Client's responsibility to inform Premia of any changes in financial condition, goals or other factors that may affect this analysis.

Premia is responsible for the design and day-to-day management of Client portfolios, including identifying, investing, monitoring, and liquidating investments in Client accounts. Premia's Investment Committee reviews strategic views and defines the long and short-term strategic direction.

Premia periodically reviews economic or market conditions and other general investment considerations that may affect its risk and return assumptions. As a result, Premia may change assumptions, which may affect the Client's target investment allocation or portfolios. Premia is not required to provide Clients with updated proposals based upon changes to these or other underlying assumptions. Changes to portfolios or target allocation may result in tax consequence and Clients are encouraged to consult with their tax advisor.

C. Key Investment Strategies and Material Risks

We manage various investment strategies including, but not limited to, conservative, moderate growth, growth. These strategies involve financial instruments with varying risk levels from lower risk (e.g., cash and investment grade fixed income securities) to higher risk (e.g., equities and ETF).

Investments in private funds or private equity are generally limited to "accredited investors" or "qualified purchasers." These types of investments typically may require investors to lock-up their assets for extended periods of time, have limited or no liquidity, and may involve different risks than investing in registered funds and other publicly traded securities. There may be delays in receiving current valuations and pricing information, consequently, Premia and/or the sponsor may be delayed in reporting this information to Clients.

D. Material Risks of Certain Investments and Investment Strategies

Premia seeks to implement investment strategies that are designed to minimize potential losses, but there can be no assurance that these strategies will be successful, particularly in the short term. Clients may lose all or a substantial portion of their assets. Investment performance of any kind is not guaranteed, and past performance is not an indication of future results.

Growth Strategies can be volatile and perform differently from the market as a whole and from other types of securities.

Fixed-Income Strategies carry interest rate and credit risk related to the volatility of the market and the credit worthiness of the issuers. High-yield bond strategies invest in lower-rated debt bonds (junk bonds) and carry increased risks due to the lower credit quality of the securities in the portfolio. Clients should be aware of the possibility for increased volatility and risk of default and the potential for loss of all or part of the amount invested.

Concentrated, Non-diversified or Sector Strategies, may focus on an industry, issuer, security, or region. These strategies invest more of their assets in a few holdings and price movements could result in a greater risk of loss, especially over the short term. Concentrated portfolios may not be diversified, may hold securities representing only one or a limited number of companies or sectors. Due to their narrow focus, sector-based investments typically exhibit greater volatility.

Unless the asset allocation or investment strategy is fully diversified, investments in a particular strategy should only be viewed as a portion of the overall portfolio and investors should avoid placing all their investments in high-risk investment strategies.

Dynamic Investment Strategies involve frequent trading and may create tax consequences. Investments in relatively illiquid securities carry the risk of not being able to sell investments quickly or at a favorable price and may result in the loss of all or part of the investment.

Short Selling - Losses from short selling may be unlimited, as opposed to losses from investments in securities held by the client, which are limited to the total amount invested. Premia generally will not directly engage in short selling in Client accounts but may invest in funds and other instruments that may engage in short selling.

Leverage creates an opportunity for greater total returns, but also carries a greater risk of loss from adverse price changes.

Derivatives allow investors to hedge or speculate upon the price movements of a particular security, financial benchmark, index, currency, or interest rate, at a fraction of the cost of investing in the underlying asset. Derivatives often offer significantly more market exposure than the amount invested, a relatively small adverse market movement can result in the loss of the entire investment and the possibility of a loss greater than the original amount invested.

Premia may engage in strategies that involve leverage; hedging, derivatives, and foreign exchange, through direct investments, or indirect investments in underlying funds and investments that invest in these instruments and engage in other strategies may result in significant losses and worse overall performance.

Alternative Investments can be volatile and may have limited liquidity. Investors could lose all or a portion of their investment. Such investments often have concentrated positions and investments that may carry higher risks. Clients should only have a portion of their assets in these investments.

Exchange Traded Products (ETPs) are types of securities that derive their value from a basket of securities such as stocks, bonds, commodities, or indices, and trade intra-day on a national securities exchange. Generally, ETPs take the form of Exchange Traded Notes or (ETNs).

ETFs are open-end investment companies or unit investment trusts whose shares represent an interest in a portfolio of securities. ETFs are subject to market risk, including the possible loss of principal. The value of the portfolio will fluctuate with the value of the underlying securities. ETFs trade like stocks, and there will generally be brokerage commissions associated with buying and selling ETFs unless trading occurs in a fee-based managed account. ETFs may trade for less than their net asset value. Investors should consider an ETF's investment objective, risks, charges, and expenses carefully before investing. The prospectus, which contains this and other important information, should be read carefully before investing.

ETFs may have underlying investment strategy risks similar to investing in commodities, bonds, real estate, international markets or currencies, emerging growth companies, or specific sectors.

There are special considerations associated with, international investing, investing in real estate, commodities, and futures. Investing in real estate involves the risk of liquidity and the possibility that property values may fall due to economic, environmental, or other factors. Changes in interest rates can negatively impact the performance of real estate investments.

International Investing includes the risk of currency fluctuations, political and economic events. Investing in emerging markets may involve greater risk and volatility.

Real Estate investing involves the risk of liquidity and the possibility that property values may fall due to economic, environmental, or other factors. Changes in interest rates can negatively impact the performance of real estate investments.

Commodities and Futures Trading - The risk of loss in trading commodities and futures can be substantial due to the use of leverage. The high degree of leverage that is often obtainable in commodity trading can work against the investor.

We strive to mitigate the above risks by monitoring markets, corporate earnings outlook, interest rates, currency rates, economic and geopolitical conditions, central bank's monetary policy and investor sentiment.

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss risks specific to their portfolios with their Advisor.

Item 9 Disciplinary Information

There are no legal, regulatory, or disciplinary events involving Premia, its management or any of its employees.

Premia and its advisory personnel value the trust you place in us. We encourage our Clients to perform the requisite due diligence on any advisor or service provider with whom they partner. Publicly available information regarding our qualifications and backgrounds are on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov. Please also refer to our advisory team's Form ADV Part 2B Brochure Supplements for additional information. These documents are provided to you when you establish an account and are available free of charge at any time by contacting us.

Item 10 Other Financial Industry Activities and Affiliations

Neither Premia nor its management or associated persons are registered or have any application pending to register with the SEC as a broker-dealer, or registered representative of a broker-dealer, investment advisor, investment company, or with the Commodity Futures Trading Commission ("CFTC") as a Futures Commission Merchant ("FCM"), Commodity Pool Operator ("CPO"), or Commodity trading advisor ("CTA").

Participation in Institutional Advisor Platform:

Premia has established an institutional relationship with Fidelity Investments, Inc. ("Fidelity") to assist Premia in managing Client account[s]. Access to the Fidelity Institutional platform is provided at no charge to Premia. Premia receives access to software and related support without cost because Premia renders investment management services to Clients that maintain assets at Fidelity. The software and related systems support may benefit Premia, but not its Clients directly. In fulfilling its duties to its Clients, Premia endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a potential conflict of interest since these benefits may influence Premia's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

Fidelity provides Premia with a range of benefits to help Premia conduct its business and to serve its clients. These benefits may include providing or paying for the costs of products and services furnished to Premia. The following is a general description of the benefits Fidelity provides to Premia: reimbursement to Clients for transfer costs to Fidelity; receipt of duplicate Client confirmations and bundled duplicate statements; access to a trading desk that exclusively services its institutional participants; access to block trading which provides Premia with the ability to aggregate securities transactions and then allocate the appropriate shares to Client accounts; and access to an electronic communication network for Client order entry and account information.

In addition, these services may include investment-related research, pricing information and market data, marketing support, computer software, educational conferences and events or other benefits useful to Premia in providing investment advisory services to Clients. The receipt of economic benefits from Fidelity creates a potential conflict of interest because Premia has an incentive to increase assets at Fidelity in order to decrease its expenses and receive these benefits from Fidelity. Premia believes that the arrangement with Fidelity is beneficial to our clients and our business. We manage this potential conflict through disclosure, so that clients can make an informed decision and through policies and procedures which require us to act in the client's best interests.

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

A. Code of Ethics

Premia has established a Code of Ethics pursuant to Rule 204A-1 of the Investment Advisers Act of 1940 (Advisers Act). The Code of Ethics governs the investment in securities by employees. The purpose of the Code of Ethics is to assure that personal transactions do not conflict with Client transactions and that in any situation where the potential

for conflict exists, Client interests take precedence.

Advisors are required to render only disinterested and impartial advice, have a reasonable basis for all recommendations and an obligation to recommend only investments that are in the best interest of our Clients and in accordance with our fiduciary obligations.

Premia's Code of Ethics includes various reporting, disclosure, and approval requirements. These requirements aim to prevent or mitigate actual or potential conflicts of interest with Clients and assure that employee personal transactions do not conflict with Client transactions and that in any situation where the potential for conflict exists, Client interests take precedence. In addition to reporting and record keeping requirements, the Code of Ethics imposes various substantive and procedural restrictions to minimize conflicts of interest. Employees are required to promptly report any suspected violation of the Code of Ethics. Violations of the Code of Ethics may result in disciplinary action, up to and including termination.

B. Personal Trading with Material Interest

Premia allows our employees to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades may be aggregated with Client orders. Premia does not have a material interest in any securities traded in Client accounts. Premia does not act as principal in any transactions. In addition, Premia does not act as the general partner of a fund or advise a registered investment company.

C. Personal Trading in Same Securities as Clients

Allowing employees to purchase or sell the same securities that we recommended to and purchase on behalf of Clients presents a potential conflict of interest that, as fiduciaries, we must disclose to our Clients and mitigate through policies and procedures. As noted above, we have adopted, consistent with Section 204A-1 of the Advisers Act, a Code of Ethics that addresses personal securities reporting procedures and insider trading prohibitions (material non-public information controls). When trading for personal accounts, the fiduciary duty to act in the best interest of our Clients can potentially be breached if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information and engaging in other prohibited practices such as "front running" (i.e., personal trades executed prior to those of Premia's Clients), or "scalping" (i.e., a practice whereby the owner of shares of a security recommends that security for investment and then immediately sells it at a profit upon the rise in the market price which follows the recommendation). These risks are mitigated through policies, procedures, and controls. Premia has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of its employees and "Access Persons." Reports of employee's personal securities transactions are reviewed by Premia's Chief Compliance Officer for conflicts of interests and improprieties.

Item 12 Brokerage Practices

A. Recommendation of Custodian[s]

Premia does not have discretionary authority to select the custodian and/or brokerage firm for custodial and execution services. Clients will select the custodian to safeguard Client assets and authorize Premia to execute trades through the custodian's brokers.

Premia maintains an institutional relationship with Fidelity, and Pershing LLC ("Pershing") as its clearing broker-dealers or custodians. The relationship with Pershing is through a strategic arrangement with Insigneo, an unaffiliated FINRA broker-dealer. Premia primarily recommends Fidelity as custodian and broker. We believe that custody and brokerage fees and expenses charged by Fidelity and Pershing are competitive with other custodian and broker platforms and that the services and products offered by Fidelity and affiliates are advantageous for our clients.

Please see additional details in Item 14. Factors considered by Premia in recommending a custodian include but are not limited to, services made available to Clients, operational capabilities, financial strength, reputation, and soundness. However, Clients are not obligated to use the recommended custodian, provided that the custodian selected by the Client is a Qualified Custodian, as defined by the SEC in Advisers Act Rule 206(4)-2 (the Custody Rule) and it meets Premia's due diligence. The custody and brokerage fees charged by other custodians or executing

brokers may be higher or lower than the fees charged by Fidelity or Pershing.

Premia uses the custodian's brokers to execute securities transactions. Premia believes that using the custodian's broker relationships will be in the best interest of our Clients. Clients may direct Premia to use a specific broker to execute the client's transactions; however, this may cost the Client more money, as Premia may not be able to aggregate orders to reduce transaction costs, and the Client may receive less favorable pricing.

Premia has a fiduciary duty to seek best execution for its Client's securities transactions. Premia will periodically evaluate the quality and cost of execution services received. Premia will consider the quality and cost of services available from alternative brokers, market makers, and market centers.

Premia's best execution policies generally provide that in selecting brokers and determining the reasonableness of commissions, the determinative factor is not only the lowest possible commission cost, but also whether the transaction represents the best qualitative execution, taking into consideration many factors. Premia will consider among other factors the institution's financial strength, reputation, and soundness. Premia may also consider the quality of research or assistance provided in evaluating certain investments, industries, or products. Transactions may involve specialized services by the brokers executing the transaction that may justify paying higher commissions or their equivalents.

These factors may also include, among other things, the full range of a broker's services including the value of research provided, if any, execution capabilities in international markets, block positioning, financial stability, ability to maintain confidentiality, adequate settlement/delivery capabilities, ability to obtain best price by querying various markets and using smart routers, commission rates and responsiveness. Accordingly, although the custodian will generally seek competitive commission rates, it is not obligated to choose the broker offering the lowest available commission rate if, in its reasonable judgment, there is a likelihood that the total cost or proceeds from the transaction might be less favorable than may be obtained elsewhere, or, if a higher commission is justified by the trading provided by the broker, or if other considerations, such as those set forth above, dictate utilizing a different broker. The custodian or executing broker may act on an agency or riskless principal basis for a variety of securities and other investments.

Premia will not engage in principal transactions (i.e., trade of any security from or to its own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). Premia generally does not have the ability to negotiate commissions on behalf of our Clients on a trade-by-trade basis. The custodian's brokers determine these costs.

The custodian, executing broker(s) and/or its affiliates may receive fees and other compensation in the form of management fees, placement fees, sales charges, redemption fees, structuring fees, due diligence fees and trailer fees from the products they issue and/or manage, as well as from third-party providers. In addition, Clients may be charged a fee by the executing broker at the account level and may also indirectly be charged a management fee and/or performance fee by the managers of the investment funds.

Following are additional details regarding Premia's brokerage practices:

1. Soft Dollars - Soft dollars are revenue programs offered by brokers whereby an advisor enters into an agreement to place security trades with the broker in exchange for research and other services. **Premia does not participate in soft dollar programs sponsored or offered by any broker.** Although Premia does not have soft dollar arrangements, the custodian and executing brokers may be parties to such arrangements. Premia does however receive research from the custodian and other sources, which could be deemed soft dollars. To the extent Premia receives research or other services, Premia uses it to benefit all Clients.

2. Brokerage Referrals - Premia does not receive compensation from third parties in connection with the recommendation for establishing a brokerage account.

B. Aggregating and Allocating Trades

When possible and in the Clients' best interest, Premia will aggregate transactions for execution. Where practicable, all Client portfolio orders for the same security may be combined or "batched" and executed as block transactions in order to facilitate best execution and allow for the negotiation of more favorable brokerage commissions. This practice may or may not affect or otherwise reduce fees, commissions or other costs charged to Clients for these transactions or provide price improvement. Premia may aggregate orders in a block trade or trades when securities

are purchased or sold through the same broker for multiple discretionary accounts.

Where a block trade is executed for several Client accounts, the average execution price on all the purchases and sales that are aggregated will be used for all accounts. If a block trade cannot be executed in full at the same price or time, the securities purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation. In the event an order is only partially filled, the shares will be allocated to participating accounts in a fair and equitable manner, typically in proportion to the size of each Client's order. The allocation must be done in a way that does not consistently advantage or disadvantage particular Client accounts. Partial fill of a block security transaction may be allocated among Client accounts randomly, pro rata, or by some other equitable procedure that is fair and reasonable to all Clients.

When appropriate, Employee/Access person's orders may be aggregated with Client orders and receive the average execution price. Accounts owned by Premia or persons and family members of persons associated with Premia may participate in block trading with Client accounts; however, they will not be given preferential treatment.

We combine multiple orders for shares of the same securities purchased for discretionary accounts; however, we may not be able to include orders for non-discretionary accounts. Accordingly, non-discretionary accounts may pay different costs than discretionary accounts pay. If you enter into non-discretionary arrangements with our firm, we may not be able to buy and sell the same quantities of securities for you and you may pay higher commissions, fees, and/or transaction costs than Clients who enter into discretionary arrangements with our firm.

C. Trade Errors

Premia seeks to identify and rectify errors as quickly as possible. Premia has a trade error procedure that requires supervisory personnel to review and approve trade corrections.

In the event a trading error occurs in your account, our policy is to restore your account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account.

Item 13 Review of Accounts

A. Frequency of Reviews

Premia performs reconciliation of Client accounts against data provided by the Client's custodian, as appropriate. Exceptions are researched and appropriate corrections are made when necessary.

Accounts are reviewed on an ongoing basis and overseen by Premia's investment professionals. More formally, accounts are reviewed at least quarterly for among other things, consistency of the Client's investment profile with the asset allocation and investment strategy. Accounts are also reviewed for security concentration levels, compliance with trade restrictions, when there are changes in the Client's investment objectives or profile, in connection with a Client meeting, and/or large deposits or withdrawals in the Client's account, or market event. Allocation models are reviewed and adjusted, as deemed appropriate and are subject to periodic re-balancing.

The Advisor will contact Clients at least annually to determine if there have been any changes to the Clients financial situation and stated investment objectives, or if the Client wishes to impose any reasonable investment restrictions on the management of the assets in their account.

B. Causes for Reviews

In addition to the investment monitoring noted in Item 13.A. above each Client account shall be reviewed at least annually. Reviews may be conducted more or less frequently. As noted above, accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, material market, economic, or political events. Clients are requested to promptly notify Premia if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan.

C. Review Reports

Clients receive statements directly from their custodian at least quarterly. Clients may also establish electronic access to the custodian's website so that Clients may view account statements and their account activity. Client account statements provide a detailed listing of holdings with valuations, positions, account activity reflecting all securities transactions and fees relating to the Client's account[s].

In addition, Premia will periodically send client reports that include a summary of the performance in their account during the period, the allocation of the assets in the account, a detailed list of holdings with valuations and account activity reflecting all securities transactions. Differences between these two documents may be due to differences in accounting periods or pricing. Premia urges Clients to compare the account statements they receive from their custodian with the reports prepared by Premia and promptly inform us of any errors or discrepancies. The client reports may present account performance in relation to certain indices or benchmarks. These are shown for informational purposes only and are not a promise or guarantee that the account will meet or exceed the benchmark.

Item 14 Client Referrals and Other Compensation

A. Compensation Received by Premia

Premia may refer Clients to various third parties to provide certain financial services necessary to meet the goals of its Clients. Likewise, Premia may receive referrals of new Clients from third parties.

Business Relationship with Dynasty

As discussed above, Premia maintains a business relationship with Dynasty, an unaffiliated third party that offers operational and back-office support to the independent investment advisor community either directly or through its network of third-party service providers. Through the Dynasty network of service providers, advisors can access trading technology, transition support, reporting, custody, brokerage, investments, marketing, compliance, and other consulting related services.

While Premia believes this open architecture structure for both operational and investment services best serve its Clients, this relationship presents certain conflicts of interest because Dynasty charges a tiered basis point fee on assets utilizing its platform of services that decreases as assets increase. Premia receives the benefit of breakpoints with Dynasty. As such, Premia is incentivized to increase the assets utilizing the Dynasty platform of services in order to decrease its overall expenses. Considering the foregoing, Premia always seeks to ensure that any such conflicts are addressed and fully disclosed to that Clients can make an informed decision. Premia's investment decisions are handled in a manner that is aligned with its Client's best interests. Premia does not receive any portion of the fees paid directly to Dynasty or the service providers made available through its platform. The fee for these services is included in the fees paid by the Client (See Item 5, Fees and Compensation).

Premia may also receive certain financing support made available through Dynasty Advisors Financing Services, LLC ("DAFS"), a wholly owned subsidiary of Dynasty and affiliate of DWM. DAFS acts in partnership with various independent banks in providing a lending facility to assist advisor like Premia with business transition expenses and other costs associated with launching an independent advisory firm. Premia is under no obligation to utilize the lending facility and any loan is subject to standard underwriting requirements. A portion of this loan may be furnished directly from Dynasty as a co-lender. In such situations, Premia will be subject to the same lending facility criteria and requirements as applied by the independent bank.

B. Client Referrals from Promoters

We may compensate outside consultants, individuals, and/or entities ("Promoters" also known as "Solicitors") for Client referrals. To receive a referral fee from our firm, **Promoters** must comply with the requirements of the jurisdictions in which they operate. In order to receive a referral fee from our firm, Promoters must comply with the requirements of the jurisdictions in which they operate. Premia has entered into a solicitor arrangement with an unaffiliated Promoter for Client referrals. Details of the fee arrangement are provided to each solicited Client and available upon request. Clients will not pay additional fees because

of this referral arrangement. Clients who are referred to Premia by a Promoter, shall receive a copy of this Brochure along with the Promoter's disclosure statement at the time of the referral.

Referral fees paid to a Promoter are contingent upon the solicited Client entering into an advisory agreement with our firm. For solicited Clients that become Clients of Premia, the Promoter that referred the Client to our firm will receive a percentage of the advisory fee paid to Premia for as long as the Client remains a Client with our firm, or until such time as the agreement with the Promoter expires. As such, a Promoter has a financial incentive to recommend our firm to you for advisory services; however, solicited Clients are not obligated to retain Premia for advisory services. Comparable services and/or lower fees may be available through other firms. Clients will not pay additional fees because of this referral arrangement.

Item 15 Custody

Clients are required to select a Qualified Custodian to hold their funds and securities. The Qualified Custodians used are typically Fidelity or Pershing.

For more information about custodians and brokerage practices, see "Item 12 - Brokerage Practices".

Your independent Qualified Custodian will directly debit your account(s) for the payment of our advisory fees. This ability to direct the custodian to deduct our advisory fees from your accounts causes Premia to be deemed to exercise limited custody over your funds or securities. We do not have physical custody of any of your funds and/or securities. Your funds and securities will be held with a bank, broker-dealer, or other Qualified Custodian. You will receive account statements from the Qualified Custodian(s) holding your funds and securities at least quarterly.

Premia encourages Clients to review account statements provided by their Custodian(s) and report any discrepancies to their Advisor as soon as possible. If you have a question regarding your account statement, or if you did not receive a statement from your custodian, contact us immediately at the telephone number on the cover page of this Brochure.

In a Standing Letter of Authorization, the Client authorizes the adviser to instruct the custodian to disburse client funds to a third party. The SEC has determined that an adviser with authority to facilitate such third-party wire transfer instructions has access to the client's assets, and therefore has "custody" of the client's assets in any related accounts.

However, we do not have to obtain a surprise annual audit, as we otherwise would be required to by reason of having custody under the SEC's Custody Rule, as long as we meet the following criteria set forth by the SEC:

1. You provide a written, signed instruction to the Qualified Custodian that includes the third party's name and address or account number at a custodian or financial institution;
2. You authorize us in writing to direct transfers to the third party either on a specified schedule or from time to time;
3. Your Qualified Custodian verifies your authorization (e.g., signature review) and provides a transfer of funds notice to you promptly after each transfer;
4. You can terminate or change the instruction;
5. We have no authority or ability to designate or change the identity of the third party, the address, or any other information about the third party;
6. We maintain records showing that the third party is not a related party to us nor located at the same address as us; and
7. Your Qualified Custodian sends you, in writing, an initial notice confirming the instruction and an annual notice reconfirming the instruction.

We hereby confirm that we meet the above criteria.

Item 16 Investment Discretion

The Client's Investment Advisory Agreement provides Premia with discretion to implement investment advice without obtaining the Client's prior consent for each transaction. The granting of such authority will be evidenced by the Client's execution of the Investment Advisory Agreement containing all applicable limitations to such authority. The discretion granted by Clients to Premia includes determining the type and amount of securities to be purchased or sold and selecting the broker used to effect transactions.

Although Premia has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client these purchases or sales are subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by Premia. Discretionary authority will only be authorized upon full disclosure and authorization from the Client. Discretionary trades made by Premia will be in accordance with the Client's investment objectives and goals.

With regards to non-discretionary account management, we provide investment advice, formulate strategies, and evaluate account performance. However, we do not implement investment decisions without the Client's prior approval.

Item 17 Voting Client Securities

Premia will not vote proxies, or provide advice on corporate actions, tender offers, or legal proceedings, including bankruptcies and class actions, except to the extent required by law. We do not determine if securities held by our Clients are the subject of a class action lawsuit or whether Clients may be eligible to participate in class action settlements or litigation nor do we initiate or participate in litigation to recover damages on behalf of our Clients for injuries as a result of actions, misconduct, or negligence by issuers of securities held by you.

Clients will receive proxy statements directly from their custodian. Correspondence related to class action lawsuits, legal proceedings, bankruptcies, and proceedings involving an issuer whose equity or debt securities are held in Client accounts will be mailed directly to the Client and remains the responsibility of the Client. Premia may assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

Item 18 Financial Information

Premia has never filed for bankruptcy and is not aware of any financial condition that is expected to affect its ability to manage Clients' accounts or meet its financial commitment to its Clients.

Item 19 Requirements for State-Registered Advisers

We are a federally registered investment adviser; therefore, we are not required to respond to this item.

Item 20 Additional Information

Your Privacy

We view protecting your private information as a top priority. Pursuant to applicable privacy requirements, we have instituted policies and procedures to ensure that we keep your personal information private and secure.

Premia will not disclose any nonpublic personal information about you to any non-affiliated third parties, except as permitted by law. In the course of servicing your account, we may share some information with our service providers, such as transfer agents, custodians, broker-dealers, accountants, consultants, and attorneys.

We restrict internal access to nonpublic personal information about you to employees, who need that information to provide products or services to you. We maintain physical and procedural safeguards that comply with regulatory standards to guard your nonpublic personal information and to ensure our integrity and confidentiality. We will not sell information about you or your accounts to anyone. We do not share your information unless it is required to

process a transaction, at your request, or required by law.

You will receive a copy of our privacy notice prior to or at the time you sign an advisory agreement with our firm. Thereafter, we will deliver to you a copy of the current privacy policy notice whenever there are updates to our policy.

If we make any substantive changes in our privacy policy that would further permit or require disclosures of your private information, we will provide written notice to you. Where the change is based on permitted disclosures, you will be given an opportunity to direct us as to whether such disclosure is acceptable. Where the change is based on required disclosures, you will only receive written notice of the change. You may not opt out of the required disclosures. If you decide to close your account(s) we will adhere to our privacy policies, which may be amended from time to time. Should you have questions about our privacy policies, please contact our office at the telephone number on the cover page of this Brochure.

Cybersecurity

Premia utilizes electronic communication networks and electronic mediums to maintain information regarding its Clients and its business. This creates the potential for cybersecurity incidents or cyber-attacks that may result in the inadvertent disclosure of confidential sensitive information to unintended parties, unauthorized access to confidential sensitive information, or operational disruptions by malicious hackers. Premia has in place policies and procedures regarding information technology security, maintains technical and physical safeguards and takes other reasonable precautions to safeguard the confidentiality of sensitive information and internal data. However, despite reasonable precautions, the risk remains that cybersecurity incidents may occur. If such an event were to occur, Premia would promptly notify the affected parties and take all necessary appropriate actions.

