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Financing  
 Code  
 Koky finance

**RETAIL INSTALLMENT SALES CONTRACT**

Contract Num.		Cellphone	Tel. Residence:	
Name of purchaser (Insured)		Social Security	E-Mail:	
Physical Address:		Postal Address:		
Agency / Branch:	Address	Vendor (Producer):	Tel.	

**INSURANCE PREMIUM FINANCING AGREEMENT-** Koky Finance Corp. agrees to finance for the benefit of the purchaser named in this agreement the premiums on the policies listed below for the amount described and subject to the terms and conditions set forth herein.

Company / Insurer	Policy Number	Effective	Expiration	Premium	Deposit	Amount Financed

**In compliance with federal law ("Truth in Leading Act"), Koky Finance Corp. informs Buyer of the following terms.**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL PAYMENTS	TOTAL SELLING PRICE
The cost of financing as an annual rate	The cost of financing in dollars	Amount of credit provided	Amount you will have paid after all payments are made	The total cost of the premiums financed, including the

**Payment plan will be:**

NUM. OF PAYMENTS	AMOUNT OF EACH PAYMENT	DATE OF FIRST PAYMENT	DATE OF LAST PAYMENT

**Due date of each payment:**  
 \_\_\_\_ of each month

**DELAY CHARGES: Five percent (5%) of the amount of the installment overdue for more than fifteen (15) days.**

**WARRANTY:** As security, Buyer hereby assigns to Koky Finance Corp. any unearned premium refunds.

**I AUTHORIZE KOKY FINANCE CORP. TO OBTAIN FROM THE NECESSARY SOURCES INFORMATION OF MY CREDIT HISTORY.**

**PAYMENT**

FOR VALUE RECEIVED, the undersigned, as insured(s), hereinafter referred to as the obligor(s), agrees to pay the sum of \_\_\_\_\_ in \_\_\_\_\_ equal \_\_\_\_\_ payments of \_\_\_\_\_ each, beginning at \_\_\_\_\_ and ending at \_\_\_\_\_ to KOKY FINANCE CORP. hereinafter referred to as the Corporation, at its offices in Canóvanas, Puerto Rico. This obligation arises from money paid by the Corporation to the Insurance Company or its General Agent to satisfy a portion of the premium cost of the policy in favor of the insured. Failure to pay any installment due for more than 15 days shall entitle the Corporation to accelerate the payment of the installments and obtain the CANCELLATION OF THE POLICY(ies).

**NOTICE TO BUYER:** DO NOT SIGN THIS CONTRACT WITHOUT READING IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THIS CONTRACT. UNDER CURRENT LAW YOU HAVE THE RIGHT TO PREPAY THE BALANCE DUE UNDER THE CONTRACT. IN SUCH CASES THE PRINCIPAL DUE ON THE DATE OF PAYMENT PLUS ANY BALANCE DUE TO COVER CHARGES OR INTEREST ACCRUED ON THAT DATE WILL BE CANCELED.

The insured certifies that at the time of signing the contract he/she has received a copy of the contract, duly completed and accepts all its clauses.

**RETAIL INSTALLMENT SALES CONTRACT**

**I AUTHORIZE-** \_\_\_\_ Yes \_\_\_\_ No to Koky Finance Corp. to send me reminders and information by text message.

**DIRECT PAYMENT AUTHORIZATION** \_\_\_\_ I authorize Koky Finance Corp. to debit my account for the agreed monthly payment (indicated above).

Institution \_\_\_\_\_ Route or Transit \_\_\_\_\_ Account # \_\_\_\_\_ Check \_\_\_\_ Savings \_\_\_\_

Credit Card: \_\_\_\_\_ Card No. \_\_\_\_\_ Expiration Date (month/year) \_\_\_\_\_

\_\_\_\_\_  
 Signature of Insurer or Authorized Representative      BY: \_\_\_\_\_ Title of Officer, Partner, Owner      Signature of the Insured Buyer      Date

**AGREEMENT WITH INSURANCE COMPANY AND AGENT(S)**

Payment of the premium(s) for the Policy(ies) listed above is to be made to the Insurance Company or its general Agent within (30) days from the effective date of the Policy(ies) unless Koky Finance Corp. receives prior instructions to the contrary. Agent Company(ies) agrees to accept such premiums and to comply promptly, upon receipt of notice from Koky Finance Corp. with all items of the above Promissory Note and certify that, except as described above, none of the Policies which have been listed above herein are auditable, nor have they been assigned or endorsed to any mortgagor or loss payee, nor will they be assigned or endorsed without the prior consent of Koky Finance Corp. **ACCEPTED** Insurance Company or General Agency

By: \_\_\_\_\_

Date: \_\_\_\_\_

**SEE ADDITIONAL TERMS AND CONDITIONS ON BACK**

## TERMS AND CONDITIONS

A - Responsibility: The Debtor's subscription to this Contract does not obligate KOKY FINANCE.CORP (The Corporation) until its acceptance and payment.

B - Errors: The Debtor authorizes the Corporation to make and expressly accepts the correction of any calculation errors, dates, and other information without invalidating the obligations contracted here, as long as the insured accepts such changes.

C - Assignment and Collection Authorization: The Debtor assigns and transfers to KOKY FINANCE.CORP as security for the obligations of the Insured evidenced by this document, any refund for unearned premium resulting from the cancellation of the policy that results in premiums to be refunded. It is stipulated that if such unearned premium is insufficient to guarantee the obligations of the Insured, the Insured also assigns and transfers to KOKY FINANCE CORP. Any rights under the policy, including but not limited to all sums and payments accrued and payable to the Insured under the same, to cover the outstanding amount of the Insured's obligations after applying the unearned premium to those obligations. The Insured hereby authorizes and requests the insurer to pay any amount related to the foregoing by check issued to the order of KOKY FINANCE CORP. and/or the Debtor and to endorse any such check thus issued.

D - Failure to Pay: The failure to pay any overdue installment by more than 15 days entails the Debtor's waiver of coverage(s) under the specified policy(ies) and grants the Corporation the irrevocable power to request the cancellation of the Policy(ies) and declare the entire unpaid sum(s) under this contract due, liquid, and payable.

E - Surcharge: The Debtor will pay for each installment that is overdue by more than fifteen days, a five percent (5%) of the installment.

F - Electronic Debit and/or Insufficient Funds Check: Any check or electronic debit received by the Corporation to be applied to the Debtor's account that is returned by the drawn bank will have a charge of (\$25.00) and will automatically cancel any Reinstatement Request sent by the Corporation, and any Cancellation Notice sent prior to the receipt of the check will remain in effect.

G - Release: The Debtor releases the Corporation from all responsibility for the acceptance or rejection by the Insurance Company or its authorized representative of any Cancellation Suspension and/or Reinstatement Request.

H - Suspension and/or Reinstatement Request: Unless the Debtor satisfies their arrears by paying with a certified check or cash, the Corporation will not be obligated to request the Reinstatement of the policy(ies) subject to this Contract.

I - Legal Expenses: In the event of legal collection, the Debtor-Insured is obliged to pay expenses and costs incurred by the Corporation, as well as attorney's fees in the amount of fifty dollars (\$50.00) or five percent (5%) of the overdue or collected installments, whichever is greater.

J - Judicial Process: In the event that the Corporation must initiate legal action under this contract against the Debtor-Insured, the Debtor hereby voluntarily submits to the jurisdiction and competence of the Court of First Instance of the Commonwealth of Puerto Rico, San Juan Division.

K - Waiver of Rights: The fact that the Corporation does not exercise any right under this Contract, as well as its extension or transfer, does not imply the waiver or revocation of these rights.

L - Nullity: The declaration of nullity or invalidity of any clause of this Contract does not entail the nullity or invalidity of the remaining clauses herein.

M - Payment at Bank Branches: All payments made at bank branches are subject to verification by an officer of KOKY FINANCE.CORP before being processed to the corresponding account. Payments made on holidays, Saturdays, and Sundays will be processed at our offices on the next business day. Payment hours on business days will be from 8:30 AM to 4:00 PM. Bank officials are not authorized to provide information related to the financing mentioned in this agreement. Any information or inquiry should be directed to the offices of KOKY FINANCE CORP.

N - Direct Debit (ACH) and Credit Cards Service: KOKY FINANCE.CORP reserves the right to refuse or cancel electronic payment services. This Agreement will remain in effect until KOKY FINANCE.CORP cancels it or receives written notice of its cancellation and has sufficient time to take such action.

## WARRANTY OF THE INSURANCE COMPANY, GENERAL AGENT AND/OR AUTHORIZED REPRESENTATIVE

The undersigned declares and/or agrees that: 1. The particulars of the policy(ies) mentioned in the preceding Contract are accurate. 2. They have received the prompt payment noted in the Contract to their complete satisfaction. 3. In case of cancellation upon the request of the Debtor-Insured or the Corporation, the described policy(ies) will be paid according to the "Short Rate" rule. 4. They will include the preferential right granted to the Corporation by the Debtor in the policy, in case of a benefit clause or endorsement in favor of a third party. 5. They will not deduct any amount for premiums or premium increases from the policy(ies) to which the Corporation is entitled, unless stated in the preceding Contract. 6. Within a term not exceeding thirty (30) days, they will pay the Corporation any credit in favor of the Debtor-Insured, calculated from the effective date of the Cancellation Notice sent by the Corporation. Failure to pay the financing will be considered as failure to pay the premium.

"NOTICE TO ASSIGNEE" - The assignee who receives or acquires this Contract on a retail installment basis or a related promissory note will be subject, on equal terms, to any claim or defense that the buyer may assert against the seller. The assignee of the Contract shall have the right to assert against the seller all claims and defenses that the buyer may raise against the seller of the items or services.

### ASSIGNMENT

FOR VALUE RECEIVED, Koky Finance Corp. assigns and transfers all the rights and actions of this contract to

Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_