

Application  
Number

## FINANCING APPLICATION

Type of Financing	Warranty	Qty	Term	Purpose	Email

### APPLICANT INFORMATION

Name - Buyer's			Social Security #		Birthdate		License Number	
Physical Address				City		Country	Zip	Monthly Pay / House
Postal Address				City		Country	Zip	Years in Residence
Phone		Residential Phone		Civil Status		Dependents		Are you a joint applicant or guarantor on this finance company? Yes ___ No ___

### INFORMATION How did you hear about it? (required)

**FINANCING CONTRACT** - Koky Finance Corp. agrees to finance for the benefit of the purchaser named in this agreement the disbursements on financing listed below in the amount described and subject to the terms and conditions set forth herein.

### EMPLOYER INFORMATION

Name of Employer		Years of Employment	Position or Title	Phone	
Employer's Address		Supervisor	Monthly Income	Other Income Source	Amount

### JOINT APPLICANT INFORMATION

Name		Social Security	License Number	Birthdate	
Physical Address		City	Country	Zip	Phone
Postal Address		City	Country	Zip	Phone
Employer's Name		Years of Employment	Position or Title	Phone	
Employer's Address		Supervisor	Monthly Income	Other Income Source	Amount

### PERSONAL REFERENCES

Name	Address	Phone	Relationship

### AUTHORIZE

I authorize KOKY FINANCE.corp. to investigate and check the references contained herein and certify that to the best of my knowledge it is true and correct. I authorize KOKY FINANCE.corp. to review my employment history. In addition, to obtain and use credit bureau reports and any other information about me for the purpose of: (1) granting extensions of credit on my account; (2) the administration, verification, or collection of your account; and (3) for marketing purposes including, but not limited to pre-approved offers, cross-selling, and for the offering of financial or non-financial products or services. COMMUNICATIONS: Regarding the latter, we authorize the financial institution to communicate regarding these pre-approved offers and/or cross-sales that may arise as a result of and in connection with this application. Finally, we authorize the lender to communicate with us by calls and/or text messages through the use of the automated system and/or prerecorded calls for the purpose of providing us with information and service regarding our financing. I understand that additional information may be required.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of the Joint Applicant and/or Guarantor

\_\_\_\_\_  
Date

Federal law requires all financial institutions to obtain, verify, and keep on file certain identifying information about those who borrow from the institution. This means that for any financing you wish to make, we will require your name, address, date of birth, Social Security number, and other information that will allow us to identify you. In addition, you will need to show us your driver's license or other official identification documents. In all cases, we are committed to protecting the identity and confidentiality of our customers' information.

**CONSUMER COST STATEMENT. FINANCING CONTRACT**

Koky Finance Corp. agrees to finance for the benefit of the purchaser named in this agreement the disbursements on the financing listed below in the amount described and subject to the terms and conditions stated herein.

Service Company	Effectiveness	Expiration	Amount Financed
<b>In compliance with federal law (Truth in Leading Act), Koky Finance Corp. informs Buyer of the following terms.</b>			
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL PAYMENTS
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  \$ _____

**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

**GUARANTEES AND COLLATERAL**

CD	Auto	Certificates	Assets	Properties	Other collateral securing this loan

Detailed collateral information:

Breakdown of the disbursement of this loan:

**PAYMENTS**

FOR VALUE RECEIVED, the undersigned, as client(s) hereinafter referred to as the borrower(s), agrees to pay the sum of \_\_\_\_\_ in \_\_\_\_\_ equal monthly 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 the money paid by the Corporation to the individual borrower.

**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 debtor 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 Koky Finance Corp. to send me text message reminders and information.

**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) \_\_\_\_\_

\_\_\_\_\_  
Client signature Title of Officer, Partner, Owner Joint Applicant Signature Date

**GUARANTOR INFORMATION**

Name		Social Security	License Number	Birthdate	
Physical Address		City	Country	Zip	Phone
Postal Address		City	Country	Zip	Phone
Civil Status	Spouse's Name		Spouse's Phone	Num. Dep	Reative
Name of Employer		years of employ.	Position or Title	Phone	
Employer's Address		Supervisor	Monthly Income	Other Source of Income	Amount

**MOVABLE / IMMOVABLE ASSETS**

TYPE	DESCRIPTION	MARKET VALUE	COLATERAL?

**CREDIT**

     **APPROVED**

**Comments:**

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\_\_\_\_\_  
*Officer's signature*

\_\_\_\_\_  
*Management Firm*

     **DENIED**

**Comments:**

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\_\_\_\_\_  
*Officer's signature*

\_\_\_\_\_  
*Management Firm*

# KOKY FINANCE CORP.

Responsibility: The subscription by the Debtor to this Contract does not obligate KOKY FINANCE.CORP (The Corporation) until its acceptance and payment. Errors: The Debtor authorizes the Corporation to make and expressly accepts the correction of any errors in calculations, dates, and other information without invalidating the obligations contracted here as long as the insured accepts such changes. 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 drawee bank will incur a charge of (\$15.00). 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 a waiver or revocation of those rights. Invalidity: The declaration of invalidity or nullity of any clause of this Contract does not entail the invalidity or nullity of the remaining clauses herein. Payment at Bank Branches: Any payment made at bank branches will be 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 in our offices on the next business day. The payment schedule 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 inquiries should be directed to the offices of KOKY FINANCE CORP. Direct Debit (ACH) and Credit Card 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.

In the event of a default on any of the payments to which we are obligated here; if the principal debtor becomes financially insolvent (with the understanding that it would be the holder of this instrument who determines the existence of such financial condition); if a petition is filed under any Chapter of the Bankruptcy Code (11 U.S.C.); if the principal debtor alters their financial situation from that which was presented in the credit application, to the detriment of the holder, including unemployment or a change in employment or collateral offered at the time of application and initially considered for loan repayment (with the understanding that it would be the holder of this instrument who determines the existence of such alteration of the financial condition); if a receiver, custodian, trustee, or any other entity seizes the assets of the principal debtor, all due dates will immediately mature and become payable, at the option of the holder of this instrument, without the need for notice to the subscribers herein.

If the holder requests the acceleration of the maturity of this instrument due to any of the reasons previously mentioned, all signatories hereunder commit to paying the principal, accrued and unaccrued interest up to the date when the holder chooses to accelerate the maturity of this obligation. We undertake to pay any expenses incurred by the holder in the judicial collection of this obligation. In the event that the holder of this instrument has to engage professional services to request relief, modification of the stay resulting from the filing of a petition under Chapter 362 of the Bankruptcy Code by the principal debtor (11 U.S.C.), or the use of any other recourse initiated by such professionals in order to make effective our joint obligation to pay the holder of this instrument the value of such services. All payments stipulated in this document to which we are obligated will be payable in the legal currency of the United States of America at the domicile of the holder of this instrument.

The collateral or guarantee provided by the subscribers is as follows: The subscribers hereby assigned, transferred, and pledged in favor of the holder of this instrument all rights and interests that we have over the property provided as collateral, with the understanding that the holder will retain all rights and interests over said property as long as there is an outstanding balance, as determined by the holder. The subscribers undertake to increase the collateral and guarantee, in case the holder so chooses, and any proceeds generated by said collateral and guarantee will solely benefit the holder, regardless of whether any of the subscribers files a petition under any Chapter of the Bankruptcy Code (with the understanding that when this instrument refers to the Bankruptcy Code, it shall be understood for the same purposes, whether it is voluntarily filed by us or involuntarily initiated against us). The subscribers undertake that if we voluntarily file for bankruptcy under Chapter 11 of the Bankruptcy Code, we will not allow the collateral and guarantee to subsequently be encumbered with a superior lien, and we expressly commit to providing adequate protection to the holder over the value that the collateral guarantees.

We authorize KOKY FINANCE CORP. to, at its discretion, after being induced by the occurrence of any of the reasons stated in this instrument and/or any other reason that, according to KOKY FINANCE CORP.'s judgment, places it at risk of enforcing our obligation, reduce the amount owed under this obligation or settle its amount by offsetting what KOKY FINANCE CORP. owes to any of us by deposits or any other concept, and that any of the subscribers may owe to KOKY FINANCE CORP. The exercise of this right by KOKY FINANCE CORP. will not constitute a novation of this obligation, and it will not alter the rights and obligations outlined herein (with the understanding that the exercise of the right of setoff may be carried out by KOKY FINANCE CORP. at any time it deems appropriate according to the criteria mentioned above, and it may do so even if any of the subscribers have voluntarily or involuntarily filed for bankruptcy under Chapter 11 of the Bankruptcy Code). We undertake not to permit KOKY FINANCE CORP.'s right of setoff to be diminished, attacked, neutralized, or eliminated (with the understanding that in the event that we voluntarily or involuntarily file for bankruptcy, our obligation will continue and KOKY FINANCE CORP. may exercise its right of setoff against obligations arising between it and the subscribers subsequently to the filing of the petition in Bankruptcy Court). We expressly commit that, whether we voluntarily or involuntarily file under any Chapter of the Bankruptcy Code or remain protected under state law, we will acknowledge our obligation as duly secured, liquid, and enforceable without contingency. In the event that any payment made to the holder under this instrument is considered a preference under the Bankruptcy Code (11 U.S.C.), the undersigned commit to jointly paying the holder the amount nullified for such concept plus all expenses incurred by the holder to protect its interests.

In the event that any of the subscribers voluntarily seek protection under the provisions of the Bankruptcy Code, we will remain obligated to the holder for the strict compliance agreed upon through this instrument and/or any other that complements it (with the understanding that, within the payment plan, we cannot alter, modify, rescind, or substitute the terms for fulfilling this obligation with others not stipulated in this instrument). In the event that we breach this obligation, as well as any other obligations outlined here, we obligate ourselves jointly to indemnify the holder for such breach in an amount of damages and losses that, in the judgment of the holder, repairs its rights.

The subscribers confirm that the information contained in the Credit Application that prompted this obligation is correct in all its parts and faithfully represents our financial condition. We acknowledge that this information, together with the guarantees provided, motivated KOKY FINANCE CORP. to approve the financing that gives rise to these obligations. We waive the invocation of any right that obstructs any investigation taken by the holder to ascertain whether the information we provided in the Credit Application is true or not (with the understanding that the above applies, whether during the pendency or absence of a state judicial proceeding, whether during the pendency or absence of a federal judicial proceeding).

We undertake that at any time deemed appropriate by the holder, we will provide each of the subscribers with a duly authenticated financial statement, and if the holder deems it appropriate to view or sense any change or deterioration in our financial picture, it may engage the services of professionals to audit us and/or prepare a financial statement for each of us (with the understanding that any expenses incurred by the holder for this purpose will be borne by us as if we had requested such service ourselves). If we avail ourselves of the provisions of the Bankruptcy Code, voluntarily or involuntarily, we expressly acknowledge that this intervention will be understood as if it had been undertaken by our own accountants, for the purpose of avoiding the need to seek the authorization of the corresponding court.

In the event that the Corporation must initiate legal action under this contract against the Debtor, 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. We waive the rights of presentment, protest, and notice (with the understanding that, in the event of the voluntary or involuntary filing of a petition under any Chapter of the Bankruptcy Code, subscribers who have not filed such a petition waive any right to be notified of such event, and we acknowledge that the holder could file any action to enforce the rights outlined in this instrument without the need to notify us of such situation). In the event of a claim or collection through judicial or extrajudicial means, the debtor is obligated to pay the expenses and costs incurred by the Corporation, overdue installments, and, in addition, attorney's fees. A charge of 30% of legal expenses plus the costs of the total amount claimed in the lawsuit will be assessed. In \_\_\_\_\_, Puerto Rico, today \_\_\_\_\_.

\_\_\_\_\_  
Principal Debtor's Signature

\_\_\_\_\_  
Joint Applicant Signature

\_\_\_\_\_  
Guarantor's Signature

\_\_\_\_\_  
Management's Signature

**PRIVACY POLICY**

<b>NOTICE</b>	WHAT DOES KOKY FINANCE CORP DO WITH YOUR PERSONAL INFORMATION?
<b>WHY?</b>	Financial institutions choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, of the information shared. Federal law requires us to tell you how we collect, share, and protect your personal information. Please read this disclosure carefully so that you understand what we do.

<b>WHAT?</b>	<p>The type of information we collect, and share depends on the product or service you have with us. This information may include:</p> <ul style="list-style-type: none"> <li>• Social Security Number</li> <li>• Income</li> <li>• Account balance, account transactions, and payment history</li> <li>• Credit history and credit score</li> <li>• Asset and investment experience</li> </ul>
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<b>HOW?</b>	All financial institutions need to share their customers' personal information for day-to-day operations. In the next section, we detail the reasons why financial institutions share your personal information, the reasons why Koky Finance Corp chooses to share it, and whether you can limit its scope.
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Reason for sharing your personal information	Koky Finance, Corp share this information?	You Can limit sharing?
<b>For the purpose of our daily business-</b> Such as processing your transactions, maintaining your account(s), responding to court orders and legal investigations, or reporting to credit bureaus.	YES	NO
<b>For Marketing Purpose – To provide our products and services.</b>	YES	NO
<b>For joint marketing with other financial institutions</b>	YES	NO
<b>For the purpose of our affiliates' day-to-day business –</b> Information about their transactions and business	YES	NO
<b>For the purpose of our affiliates' day-to-day business –</b> Credit Strength Information	YES	YES
<b>To receive marketing from our affiliates</b>	YES	YES
<b>To receive marketing from our non-affiliates</b>	NO	NO SHARING

<b>To limit the information we share</b>	<ul style="list-style-type: none"> <li>• Call: (787)979-3636</li> <li>• Send via mail the form below</li> </ul> <p><b>Note:</b> If you are a new customer, we may begin sharing your information starting 30 days from the date we send you this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you may contact us at any time to limit the information to be disclosed.</p>
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<b>Questions?</b>	<ul style="list-style-type: none"> <li>• Call: (787)979-3636</li> <li>• Write to: Koky Finance, Corp – Privacy Policy, P O Box 212 Palmer, PR 00721</li> </ul>
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X \_\_\_\_\_

Form to mail to Koky Finance Corp		
<p>If you have an account together, your decision will apply to everyone on the account unless you complete the option mentioned below.</p> <p>Apply the decision only to me</p>	<p>Check any you want to limit:</p> <p><input type="checkbox"/> Please do not share creditworthiness information with your affiliates for their daily business purposes.</p> <p><input type="checkbox"/> Please do not allow your affiliates to use my personal information for marketing.</p>	
	<p>Name Address</p> <p>City, State, Zip Code</p> <p>Account Number</p>	<p>Send to: Koky Finance, Corp Privacy Policy PO Box 212 Palmer, PR 00721</p>

WHO ARE WE?	
Who provides this notification?	<b>Koky Finance Corp</b>

WHAT WE DO?	
<b>How does Koky Finance Corp protect my personal information?</b>	<ul style="list-style-type: none"> <li>Protects your personal information from unauthorized access and use, we use security measures which comply with federal regulations. These measures include safeguards in the programming of insured computers, records and premises.</li> <li>We have policies and procedures in place to limit employee access to those employees who require access to such confidential information for business purposes or to comply with federal and local laws.</li> </ul>
<b>How does Koky Finance Corp obtain my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>Pay off your loans or apply for a loan</li> <li>Use your credit or debit card</li> <li>Seek financial counseling</li> <li>Complete an insurance application</li> </ul> <p>We may also collect personal information about you from other sources or companies such as credit bureaus, affiliates and other entities.</p>
<b>Why can't I limit all the information that is shared?</b>	<p>Federal law allows you the right to limit only:</p> <ul style="list-style-type: none"> <li>Sharing information with affiliates for purposes of determining your creditworthiness.</li> <li>Information shared with affiliates for purposes of marketing products and services to you</li> <li>Information shared with non-affiliates for marketing purposes</li> </ul> <p>Local laws and individual companies may give you additional rights to limit sharing.</p>
<b>What happens when I limit the information to be shared from an account, I have in conjunction with someone else?</b>	Your decision will apply to all people who are jointly on the account, unless you specify otherwise.

DEFINITIONS	
<b>Affiliated</b>	Companies or entities related by control or a common owner. They can be <u>financial or non-financial companies</u> .
<b>Non-affiliated</b>	Companies or entities not related by control or a common owner. They can be <u>financial or non-financial companies</u> .
<b>Marketing Alliances</b>	<p>A formal agreement between non-affiliated financial entities that jointly offer you products and services.</p> <p>Our marketing partnerships include:</p> <ul style="list-style-type: none"> <li>Credit card companies</li> <li>Marketing Companies</li> <li>Insurance Companies</li> </ul>

IMPORTANT ADDITIONAL INFORMATION
We may report additional information about your accounts to the credit bureaus. Late payments missed payments or any arrears in your accounts may be reflected on the credit report.
Call: <b>(787) 979-3636</b>

X \_\_\_\_\_