

EXHIBIT A



NYSCEF Hilton Honors Card

RECEIVED NYSCEF: 10/05/2023

Cardmember Name: NELSON DELORIMIER
 Credit Limit: \$1,000 (Cash Advance Limit: \$200)
Rates and Fees Table

Account Ending In: 1009
 Issuer: American Express National Bank

Interest Rates	
Annual Percentage Rate (APR) for Purchases	24.74% This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	24.74% for any balance transfer requests we may accept. Balance transfers are not available. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	25.24% This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	29.99% This APR will vary with the market based on the Prime Rate. This APR may be applied to your account if: 1) you make one or more late payments; or 2) your payment is returned by your bank. We may also consider your creditworthiness in determining whether or not to apply the penalty APR to your Account. How Long Will the Penalty APR Apply? If the penalty APR is applied, it will apply for at least 6 months. We will review your Account every 6 months after the penalty APR is applied. The penalty APR will continue to apply until you have made timely payments with no returned payments during the 6 months being reviewed.
Paying Interest	Your due date is at least 25 days after the close of each billing period. We will not charge you interest on purchases if you pay each month your entire balance (or, if you have a plan outstanding, your balance adjusted for plans) by the due date. We will begin charging interest on cash advances and balance transfers on the transaction date.
Plan Fee (Fixed Finance Charge)	A monthly fee up to 1.33% of each purchase amount moved into a plan based on the plan duration, the APR that would otherwise apply to the purchase, and other factors.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore
Fees	
Annual Membership Fee	None
Transaction Fees	<ul style="list-style-type: none"> Balance Transfer: Either \$5 or 3% of the amount of each transfer, whichever is greater. Balance transfers are not available. Cash Advance: Either \$10 or 5% of the amount of each cash advance, whichever is greater. Foreign Transaction: None
Penalty Fees	<ul style="list-style-type: none"> Late Payment: Up to \$40. Returned Payment: Up to \$40. Overlimit: None

How we calculate interest: We use the Average Daily Balance method (including new transactions). See the *How we calculate interest* section in Part 2.

Your Billing Rights: See Part 2 for information on how to exercise your rights to dispute transactions.

Rates																					
Calculating APRs and DPRs	<p>The Annual Percentage Rate (<i>APR</i>) for variable rates is determined by adding an amount (<i>margin</i>) to the Prime Rate (see <i>Determining the Prime Rate</i> in Part 2). The Daily Periodic Rate (<i>DPR</i>) is 1/365th of the APR, rounded to one ten-thousandth of a percentage point.</p> <table border="1"> <thead> <tr> <th>Rate Description</th> <th>Prime + Margin</th> <th>APR</th> <th>DPR</th> </tr> </thead> <tbody> <tr> <td>Purchase</td> <td>Prime + 21.49%</td> <td>24.74%</td> <td>0.0678%</td> </tr> <tr> <td>Balance Transfer</td> <td>Prime + 21.49%</td> <td>24.74%</td> <td>0.0678%</td> </tr> <tr> <td>Cash Advance</td> <td>Prime + 21.99%</td> <td>25.24%</td> <td>0.0692%</td> </tr> <tr> <td>Penalty</td> <td>Prime + 26.74%*</td> <td>29.99%</td> <td>0.0822%</td> </tr> </tbody> </table> <p>*The variable penalty APR will not exceed 29.99%</p>	Rate Description	Prime + Margin	APR	DPR	Purchase	Prime + 21.49%	24.74%	0.0678%	Balance Transfer	Prime + 21.49%	24.74%	0.0678%	Cash Advance	Prime + 21.99%	25.24%	0.0692%	Penalty	Prime + 26.74%*	29.99%	0.0822%
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Penalty APR for new transactions	<p>The penalty APR may apply to new transactions if:</p> <ul style="list-style-type: none"> • you do not pay at least the Minimum Payment Due by the Payment Due Date on one or more occasions; or • your payment is returned by your bank. <p>We may also consider your creditworthiness in determining whether or not to apply the penalty APR to your Account.</p> <p>If the penalty APR applies to a balance, it will apply to charges added to that balance 15 or more days after we send you notice.</p> <p>We will review your Account every 6 months after the penalty APR is applied. The penalty APR will continue to apply until you have made timely payments with no returned payments during the 6 months being reviewed.</p>																				
Fees																					
We add fees to a purchase balance, unless we tell you otherwise.																					
Annual Membership	This fee is on the <i>Rates and Fees Table</i> on page 1 of Part 1.																				
Plan Fee	Up to 1.33% of each purchase amount moved into a plan based on the plan duration, the APR that would otherwise apply to the purchase amount(s), and other factors. This fee is a fixed finance charge that will be charged each month that a plan is active. The dollar amount of your plan fee will be disclosed when you set up a plan. For more information, see <i>About the Plan It Feature</i> in Part 2 of your Cardmember Agreement.																				
Late Payment	Up to \$40. If we do not receive the Minimum Payment Due by its Payment Due Date, the fee is \$29. If this happens again within the next 6 billing periods, the fee is \$40. However, the late fee will not exceed the Minimum Payment Due. Paying late may also result in a penalty APR. See <i>Penalty APR for new transactions</i> above.																				
Returned Payment	Up to \$40. If you make a payment that is returned unpaid the first time we present it to your bank, the fee is \$29. If you do this again within the same billing period or the next 6 billing periods, the fee is \$40. However, the returned payment fee will not exceed the applicable Minimum Payment Due. A returned payment may also result in a penalty APR. See <i>Penalty APR for new transactions</i> above.																				
Returned Check	\$38 if you use your card to cash a check at one of our approved locations and the check is returned unpaid. We will also charge you the unpaid amount.																				
Overlimit	None. See <i>Credit limit and cash advance limit</i> in Part 2.																				
Account Re-opening	\$25 if your Account is cancelled, you ask us to re-open it, and we do so.																				
Balance Transfer	3% of the transaction, with a minimum of \$5. A different fee may apply if stated in a promotional offer or at the time of a transaction. This fee is a finance charge. We will add it to the same balance as the balance transfer. Balance transfers are not available.																				
Cash Advance	5% of the cash advance transaction (including fees charged by the ATM operator, if any), with a minimum of \$10. We will add this fee to the Cash Advance balance.																				
Foreign Transaction	None																				

Part 1, Part 2 and any supplements or amendments make up your Cardmember Agreement.

How Your Reward Program Works

Hilton Honors American Express Card

How you receive Points	You receive 3 Hilton Honors Bonus Points (Points) for each dollar of eligible purchases on your Hilton Honors American Express Card (<i>Card Account</i>). <i>Eligible purchases</i> are purchases for goods and services minus returns and other credits.	Eligible purchases do NOT include: <ul style="list-style-type: none"> • fees or interest charges, • balance transfers, • cash advances, • purchases of traveler's checks, • purchases or reloading of prepaid cards, • purchases of any cash equivalents, or • person-to-person transactions.
How you receive additional Points	<p>You receive 4 additional Points (a total of 7 Points) for each dollar of eligible purchases on your Card Account charged directly with a property within the Hilton portfolio.</p> <p>You receive 2 additional Points (a total of 5 Points) for each dollar of eligible purchases on your Card Account:</p> <ul style="list-style-type: none"> • at restaurants located in the U.S., • at supermarkets located in the U.S. (superstores and warehouse clubs are not considered supermarkets), and • on gasoline at gas stations located in the U.S. (superstores, supermarkets and warehouse clubs that sell gasoline are not considered gas stations). <p>Merchants are assigned codes based on what they primarily sell. We group certain merchant codes into categories that are eligible for additional Points. A purchase with a merchant will not receive additional Points if the merchant's code is not included in a reward category. You may not receive additional Points if we receive inaccurate information or are otherwise unable to identify your purchase as eligible for a reward category. For example, you may not receive additional Points when:</p>	<ul style="list-style-type: none"> • a merchant uses a third-party to sell their products or services; or • a merchant uses a third-party to process or submit your transaction to us (e.g., using mobile or wireless card readers); or • you choose to make a purchase using a third-party payment account or make a purchase using a mobile or digital wallet. <p>For questions about additional Points on a purchase, call the number on the back of your Card. Please visit americanexpress.com/rewards-info for more information about rewards.</p> <p>From time to time, we may make promotional offers of bonus Points. These offers include terms about how you can earn the bonus Points and when you can use them. These offer terms may differ from the terms above concerning Points earned for eligible purchases to your Card Account, including about when you can use the Points.</p> <p>You can view your Points balance by logging onto your online account at americanexpress.com and viewing your account summary page.</p>
When we transfer Points	<p>We transfer the Points you receive to your Hilton Honors program account after the end of the billing period in which you received them.</p> <p>Hilton Honors Points received from your Card will be posted to your Hilton Honors account up to 12 weeks after the end of your billing cycle. Your account must not be cancelled or delinquent at the time of fulfillment. Your Hilton Honors Points are subject to Hilton Honors Terms and Conditions, see HiltonHonors.com/terms.</p>	
When you will forfeit Points	If the Minimum Payment Due is not paid by the Payment Due Date of the billing period in which it is due, you will forfeit the Points you earned for eligible purchases during that billing period. For example, if your billing period closes January 15 and the minimum payment for that billing period is due on February 10, and you do not make that minimum payment due by the due date on February 10, then you will not earn Points for purchases in the billing period ending February 15.	You may reinstate those Points within the next 12 billing periods if your Card Account is not past due and you pay a \$35 fee.

NYSCEF DOC. NO. 2

Hilton Honors

You will receive complimentary Hilton Honors Silver status with your Hilton Honors American Express Card. If your Card is cancelled for any reason, your complimentary Hilton Honors Silver status provided with the Card will be cancelled.

You may receive an upgrade to Hilton Honors Gold status if the total eligible purchases made on your Card Account during a calendar year reach \$20,000 or more.

A *calendar year* is from January 1 to December 31 regardless of when you open your Card Account.

the Basic Cardmember is eligible for this upgrade; however, eligible purchases made by 2023 Additional Cardmembers will contribute to the purchase requirement.

It will take about 10 to 12 weeks after the total eligible purchases level is reached for your Hilton Honors Gold status to become effective.

Your upgrade to Gold status is valid for the calendar year in which it was earned and the subsequent calendar year. Your Gold status will expire after that subsequent calendar year unless your total eligible purchases in that subsequent calendar year again qualifies you for Gold status, or if you qualify for Gold status under the Hilton Honors program terms. Visit [HiltonHonors.com/membersbenefits](https://www.hilton.com/membersbenefits) for more information.

Other things you should know about this program

You will receive Points only for eligible purchases intended for personal, family or household use.

We may change the terms of this program at our discretion. If you violate or abuse this program, you may forfeit some or all of your Points.

We are not responsible for Points after they are credited to your Hilton Honors program account. We are also not responsible for the actions of Hilton on your Hilton Honors program account. Hilton Honors membership and redemption of Points are subject to Hilton Honors Terms and Conditions. Visit [HiltonHonors.com/terms](https://www.hilton.com/terms) for more information.

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