



**AGREEMENT**  
**15.07.2025– 31.12.2026**

BANFI S.R.L. having its registered office at Castello di Poggio alle Mura, 53024 Montalcino (SI), Italy, VAT 01094190525, represented by Elizabeth Koenig, Vice President, legal representative of the Company (hereinafter referred to as the "Company" or "Castello Banfi - Il Borgo")

AND

Nuba having its registered office at Goldsmith 60, Polanco, ciudad de México, 11590, México  
VAT R.F.C. NEM190208F75., represented by its legal representative  
(name) NUBA EXPEDICIONES DE MÉXICO, S. DE R.L. DE C.V.  
(hereinafter referred to as the "Travel Partner")

CASTELLO BANFI - IL BORGO HOTEL Room & Suite categories:

- 2 Deluxe Room Riserva: 40 sqm.  
Maximum occupancy 2 guests
- 7 Junior Suite: average size 60 sqm.  
Maximum occupancy 3 guests (king size bed and added roll away bed upon request)
- 3 Suite Classic: average size 75 sqm  
Maximum occupancy 4 guests (3 adults and 1 child or 2 adults and 2 children, sharing pulled out sofa bed upon request)
- 2 Suite Riserva: 110 sqm-85 sqm (2 bathrooms)  
Maximum occupancy 4 guests (3 adults and 1 child or 2 adults and 2 children, sharing pulled out sofa bed upon request)

CASTELLO BANFI - RESTAURANTS – please reserve for the guest's prior arrival; availability cannot be guaranteed without any advance reservation.

- La Taverna, open for a typical Tuscan lunch or dinner from Wednesday to Monday;
- One Michelin star La Sala dei Grappoli, open for dinner from Tuesday to Saturday.

**A. RATES**

- a) Castello Banfi – Il Borgo grants the following commission percentage:  
15% commission on NET VAT public BAR
- b) Rates include full breakfast, estate winery tour followed by wine tasting of Castello Banfi wines with our sommelier, upon availability, tea and coffee machine in room, Wi-Fi, parking, access to "The Giovanni F. Mariani Museum of Glass", service and VAT.
- c) Castello Banfi Wine Resort guests will receive an exclusive discount on selected Banfi products purchased at our Enoteca Wine-Shop such as wine, extra virgin olive oil, balsamic vinegar, honey, jam, prunes, and organic pasta.
- d) A cot is complimentary.
- e) City Tax: € 5 per night, per person are not included and paid locally but the guest upon departure. The City Tax does not apply to children up to 14 years. The City Tax could change depending on the local authorities.
- f) This agreement is not valid for groups of 4 or more rooms. Should you have a group enquiry we will be delighted to quote rates and availability on request at [reservations@banfi.it](mailto:reservations@banfi.it)

**B. RESERVATION PROCEDURE**

- a) Verbal availability does not imply a confirmation as availability is subject to frequent and immediate change.
- b) Availability and confidential rates can be checked contacting the reservation team on [reservations@banfi.it](mailto:reservations@banfi.it)
- c) Upon reservation, a credit card is required.
- d) Check-in time is from 3:00 pm and check-out time is by 12:00 pm.
- e) Early check-in and late check-out are subject to availability and will be charged directly to the clients.

4.



### **C. INVOICING PROCEDURE AND METHOD OF PAYMENT**

- a) Credit card number and expiry date will be requested as guarantee upon reservation.
- b) Deposit for full reservation value prior arrival.
- c) All extra expenses apart from accommodation, breakfast and all what is above mentioned and included in the room rate must be settled upon departure. All extra expenses (as e.g., airport transfer etc.) paid by the operator and not by the guest, must be included in the voucher/written notice/booking order accompanying all reservations.
- d) No credit has been established. Castello Banfi – Il Borgo requires full prepayment 14 days in advance for all bookings.
- e) In case no payment is received within the deadline mentioned in b), the reservation will be automatically cancelled.
- f) Cancellation policy deadline: 14 days or less before arrival. No show and early departure we will charge 100% of the total stay.

### **D. BROCHURE REVIEW**

Please note that all materials must be reviewed prior to publication. Rates must be published according to the terms and conditions stipulated in this agreement. Failure to submit brochures for review prior to printing could result in withdrawal from promotional offers.

### **E. VALIDATION AND TERMINATION**

- a) Contracts will be considered valid only once both parties have signed it.
- b) Either party can unilaterally terminate this contract upon 30 days' written notice to the other party.

### **F. Application law, and Competent Court**

The Parties confer to the Court of Siena the exclusive competence for solving any controversy related, connected and consequent to the present Agreement.  
The Agreement is exclusively governed by the laws of Italy.

### **G. Execution of Agreement and Authentic Text**

This Agreement constitutes the entire Agreement between the Parties hereto and supersedes any prior agreement, whether oral or in writing, between the Company and the Travel partner, regarding the subject matter hereof.  
No addition or modification to the contract shall be valid unless in writing, including by email, to the following address: [borgo@banfi.it](mailto:borgo@banfi.it).

### **H. Trademarks**

The Company is the sole and exclusive owner of its trademarks; it being understood that the Travel partner may use the trademarks and any of the Company's distinctive symbols, for the sole purpose of identifying and advertising Castello Banfi Wine Resort. They shall automatically lose the above rights upon the termination of this agreement for whatever reason. It is further understood that the Company's trade name, company name or trademarks may under no circumstances appear in the trade name, company name or trademarks of the Travel partner.

The Travel partner agrees not to use, register, or cause to be registered, trademarks, names or distinctive symbols which are identical or like those of the Company. The Travel partner undertakes to promptly inform the Company of any infringement of any intellectual property right or any other right of the Company, of which the Travel partner is aware or should reasonably be aware.  
The Company may take any action it deems fit in relation to any such infringement.

### **I. Fulfillments regarding D.lgs. 231/2001 and commitment to compliance with MOG 231 adopted by the Company.**

The Company adopted its model of organization, management, and control (hereinafter also "Model 231") pursuant to Legislative Decree. 231/2001 (hereinafter also "Decree") and appointed its Supervisory Body ex D.lgs. n. 231/2001 (hereinafter also odv). 19.2.  
The travel partner, in carrying out his activities, undertakes not to put in place, also through his employees, collaborators, consultants, as well as through his members and directors, acts or conduct contrary to the provisions of its Model 231 and its Code of Ethics, as well as acts or conduct contrary to the provisions of Legislative Decree no. 231/2001. 19.5.

If the Travel partner becomes aware of any violations of the Code of Ethics, Model 231 and, in general, Community and national regulations, he undertakes to give immediate notice to the principal and, specifically, to the ODV appointed by him, to the following email address: [odv@banfi.it](mailto:odv@banfi.it), in application of the Whistleblowing Policy adopted by the Company, which the Travel partner declares to be well known. Failure by the Travel partner, even partial, to comply with the above-mentioned obligations, will result in the right of the principal to terminate this contract, without prejudice to the right to compensation for any damage and prejudice resulting from the breach.



I, the undersigned, accept the rates, terms and conditions contained in this contract for the period indicated.

**NUBA**

NAME: Sofia Suarez

POSITION: Product Director Americas

E-MAIL: sofia.suarez@nuba.com

SIGNATURE:

**Castello Banfi – Il Borgo**

NAME: ELIZABETH KOENIG

POSITION: Vice President Banfi Srl & Hospitality Director

E-MAIL: Elizabeth.Koenig@Banfi.it

SIGNATURE:

**BANFI S.r.l.**

**VICEPRESIDENTE**

**Elizabeth Lydia Koenig**