



**NUBA EXPEDICIONES DE MEXICO S DE RL DE CV.**

Ms. Isabel Flores

**Product Manager**

Calle Goldsmith No. 60, Piso 2

Colonia Polanco III Secc, Miguel Hidalgo,

11540 Ciudad de México, CDMX

Teléfono: 55 5255 4455

Email: [isabel.flores@nueba.com](mailto:isabel.flores@nueba.com)

**WHOLESALE RATE CONTRACT**

**PERIOD: January 7, 2026 – December 27, 2026.**

Dear Ms. Flores,

Thank you for giving us the opportunity to work on this Wholesale Rates Contract (hereafter referred to as "Contract") with you.

Following our discussions, I am happy to have our revised contract attached for your perusal and acceptance.

Kindly return the duly signed copy of the contract on or before **September 30, 2025**. Failing which, the offer will be withdrawn for further negotiations.

If you require further information or assistance, please do not hesitate to contact me.

Here's to the successful 2026!

Sincerely yours,

A handwritten signature in black ink, appearing to read "Arely Torres".

Arely Torres  
Director, Sales & Marketing



## WHOLESALE CONTRACT

**OPERADORA HOTELERA HXA SAPI DE CV (known herein as “Property” and operating under the brand of HACIENDA XCANATUN, ANGSANA HERITAGE COLLECTION is pleased to appoint NUBA EXPEDICIONES DE MEXICO S DE RL DE CV. to market and promote its rooms, services and facilities to clients for the period January 7, 2026 - December 17, 2026**

The Property prescribes to the issuance of rates based on a commitment of volume by the Key Account. The Property expects a minimum of **40** room nights per year within the Validity of Contract. Based on actual room nights at the end of such Validity of Contract.

### MARKUP / MARGIN

- Minimum twenty percent (20%) margin on all room categories, year-round average.
- A minimum 25% markup over the net rate will be required in order to display the hotel only selling price.

### RATES

- Access to inventory for all suites categories year-round (last room availability).
- Hacienda Xcanatun, Angsana Heritage Collection agreed that contractually grants NUBA access to any promotion available in the market through the distribution channel: brandsite.com (<https://www.angsana.com/es/mexico/hacienda-xcanatun>)
- Provide advanced booking rates or protect current year pricing for following year, until contract is signed.
- Rates are in USD, NET (non-commissionable), per villa-per night based on max occupancy, exclusive of 21% taxes (16% VAT and 5% lodging) or taxes applicable at the time of booking/stay and 10% service charge.

### ROOM TYPE, BEDDING, AND OCCUPANTS PERMITTED

Categories	Max Occupancy	Bed Type
<b>Naj Junior Suite – King</b>	3 adults (extra 3rd person charge applies*)	One king size bed
	2 adults + 1 child**	
<b>Naj Junior Suite – Double</b>	3 adults (extra 3rd person charge applies*)	Two double beds
	2 adults + 1 child**	
<b>Kij Master Suite - King</b>	3 adults (extra 3rd person charge applies*)	One king size bed
	2 adults + 1 child**	
<b>Kij Master Suite - Double</b>	3 adults (extra 3rd person charge applies*)	Two double beds
	2 adults + 2 children**	
<b>Yaab Ambassador Suite - King</b>	3 adults (extra 3rd person charge applies*)	One king size bed
	2 adults + 1 child**	

Client's Initial\_\_\_\_\_



<b>Yaab Ambassador Suite - Double</b>	3 adults (extra 3rd person charge applies*)	Two double beds
	2 adults + 2 children**	
<b>Sayab Governor Suite - King</b>	3 adults (extra 3rd person charge applies*)	One King size bed
	2 adults + 1 child**	
<b>Sayab Governor Suite - Double</b>	3 adults (extra 3rd person charge applies*)	Two double beds
	2 adults + 2 children**	
<b>Itza Plunge Pool Suite - King</b>	3 adults (extra 3rd person charge applies*)	One king size bed
	2 adults + 1 child**	
<b>Itza Plunge Pool Suite - Double</b>	3 adults (extra 3rd person charge applies*)	Two double beds
	2 adults + 1 child**	
<b>Xcanatun Pool Suite - King</b>	3 adults (extra 3rd person charge applies*)	One King size bed
	2 adults + 1 child**	

**\*EXTRA PERSON SURCHARGE SUPPLEMENT (Room Only Rate)**

- There is USD\$50.00 net +++ surcharge per extra person (Adult) per night. (**Does not includes Breakfast**)

The above rates are in USD, NET (non-commissionable) per night basis, exclusive of 21% taxes (16% VAT and 5% lodging) and 10% service charge. **Extra Person Charge is considering as supplement charge and promotion or discounting does not apply.**

- **BREAKFAST SURCHARGE SUPPLEMENT**

Adults: USD \$20 + 16% VAT + 15% service, net per child, between 6-11 years old  
 Children 6 to 11 years old USD \$10 + 16% VAT + 15% service, net per child  
 No charge for child for 0-5 years old.

**Important notes:**

- Please consult hotel reservations for acceptance of Extra person /Availability of Extra rollaway bed
- Extra beds / Cribs are subject to availability.
- Children eleven (11) years old and below will have no charge as extra person and no charge for extra bed / crib (subject availability and it is not guaranteed).
- For purposes of determining occupancy allowance and extra person surcharge, any **children age of twelve (12) years and older, will be considered as adult** and the above surcharges shall apply.

**SERVICE CHARGE, VAT AND OTHER TAXES**

The rates are exclusive of the applicable service charge and government taxes, currently at 10% and 21% (16% local tax + 5% lodging tax). In the event of changes to the service charge and/or government taxes or the introduction of any additional taxes, those will be adjusted accordingly subject to the Hotel giving the Business Partner notice as and when notified by legislature.

Client's Initial\_\_\_\_\_



ANGSANA  
*Heritage Collection*  
Hacienda Xcanatun

## **GENERAL TERMS & CONDITIONS**

### **RATES AND RESERVATIONS**

#### **ONLINE/INTERNET SALES**

Negotiated Rates are not for sale via online channels across the worldwide web, unless they are in parity to the Property's "Best Available Rates" program. In addition, Negotiated Rates that are packaged with air content and other sightseeing arrangements must be sold higher than the Property's "Best Available Rates" program. For more information, please visit [banyantree.com](http://banyantree.com) or [angsana.com](http://angsana.com).

The Key Account may not sell or resell the Negotiated Rates to a third party who uses the internet as a medium of advertising/distribution without the expressed prior written consent of the Property. If the Key Account breaches the obligations above, the Property reserves the right at its option to either withdraw the rates or terminate this contract immediately in writing.

#### **RESERVATIONS**

We have created a **PROMO CODE** for NUBA at our brandsite <https://www.angsana.com/es/mexico/hacienda-xcanatun>

**Promo Code: To be Advised**

For telephone enquiries, please dial **+52-999-930-2140**

By e-mail: [reservations-xcanatun@angsana.com](mailto:reservations-xcanatun@angsana.com)

All reservations are subject to availability unless a room allotment has been agreed herein. The Key Account shall not confirm to its clients any reservations made until it receives the written confirmation from the Property. The Property shall be entitled to reject any reservations made by the Key Account, with exceptions to allotment commitments, and assumes no liability to the Key Account or to its clients or any third party in respect of any rejection or decision not to confirm an allotment.

#### **RESORT HOST**

For advance reservations for restaurants, spa and other activities, please contact our Resort Host at [ResortHost-Xcanatun@angsana.com](mailto:ResortHost-Xcanatun@angsana.com) / [hacienda-xcanatun@angsana.com](mailto:hacienda-xcanatun@angsana.com).

For telephone enquiries, please dial **+52-999-930-2140**

All reservations are subject to availability unless a room allotment has been agreed. The Key Account shall not confirm to its clients any reservations made until it receives the written confirmation from the Property. The Property shall be entitled to reject any reservations made by the Key Account, with exceptions to allotment commitments, and assumes no liability to the Key Account or to its clients or any third party in respect of any rejection or decision not to confirm an allotment.

The Key Account may gain direct booking access through [angsana.com](http://angsana.com) or [banyantree.com](http://banyantree.com) via IATA Code or through GDS via "BY" code, subject to system interface limitations. For more information, please contact your Key Account representative.

#### **CANCELLATIONS**

- Apply the cancellation policy available at the moment of booking.

#### **NO-SHOWS**

- Apply the No-show policy available at time of booking.

#### **NO SHOWS & EARLY DEPARTURE**

- No refund will be made for any short stays / early departure and the entire duration of stay shall be chargeable to the Key Account.

Client's Initial\_\_\_\_\_



## **GROUP RATES**

Offers herein are not applicable to groups, which are defined as bookings of a minimum of ten (10) suites. For confirmation of reservations by the Property for one (1) to nine (9) suites, please refer to conditions of Allotment and Reservations as listed in this contract.

## **FINANCE**

### **PAYMENT TERMS**

The Property shall, at its sole discretion, require the Key Account to pay in accordance with any one of the following payment terms:

#### **Full Pre-payment**

Where prior credit arrangements have not been granted by the Property, full pre-payment for all bookings is required at least fourteen (14) days before the guests' arrival, otherwise the rooms not guaranteed by full pre-payment will be automatically cancelled and released by the Property; The Property shall, at its sole discretion, require the Key Account to pay in accordance with any one of the following payment terms:

### **BANK ACCOUNT DETAILS (MXN)**

Bank Name: Banco: Banca Mifel

Bank Account: 1600423920

Bank Account 18 Digits: 042910016004239207

Branch office: LA ISLA MERIDA

Bank Address: Calle 24 #608 Santa Gertrudis, 97308 Mérida. YUCATAN

Account Beneficiary: Operadora Hotelera HXA, SAPI de CV

### **BANK ACCOUNT DETAILS (USD)**

Bank Name: Banca Mifel

Bank Account: 1600424390

Bank Account 18 Digits: 042910016004243905

Branch office: LA ISLA MERIDA

Bank Address: Calle 24 #608 Santa Gertrudis, 97308 Mérida. YUCATAN

Account Beneficiary: Operadora Hotelera HXA, SAPI de CV

## **OPERATIONS AND SERVICES**

### **GREEN IMPERATIVE FUND (GIF)**

Banyan Tree and Angsana are committed to protecting the environment and uplifting the communities around us. The Green Imperative Fund works on the basis of guest contributions of **USD 2 Net per suite per night and USD 1 Net per room per night** for Banyan Tree and Angsana respectively. This amount is automatically billed to our guests although they are at liberty to opt out of the program anytime during their stay. Details about the Green Imperative Fund will be communicated to our guests in various forms, including but not limited to in-suite turndown gifts with environmental messages.

Please note that as the vehicles are leased from a transportation company, transfer **prices are subject to change with an advance notice to the Key Account of at least seven (7) working days**. You are encouraged to check with the Property on prices and availability from time to time. We assume no liability for any discrepancies arising from or in connection with the failure of the Key Account to make adequate enquiries or for any variations imposed by the transportation company.

Client's Initial\_\_\_\_\_



### **CHECK-IN AND CHECKOUT TIMES**

Check in time is 15:00 (Time on Property) and check out time is 12:00 (Time on Property). The rooms confirmed as reserved will be available for occupation by the guest at the check in time on the date of arrival until check out time on the date of departure.

### **EXTENDED CHECKOUT**

The Property may allow an extended checkout subject to room availability and the following charges (unless specified otherwise in writing by the Property) shall apply:

	<b>Room used from 12:00 to 18:00</b>	<b>Room used beyond 18:00</b>
For prepaid bookings	50% of contract rate	100% of contract rate
On arrival on guest request	50% of Best Available Rate	100% of Best Available Rate

In the event that the late checkout cannot be extended in the suite that the guests are staying in, the Property shall reserve the right to make any alternative arrangements subject to room availability. That is, the benefit may still be extended at the prevailing rates of the applicable accommodation type. Notwithstanding the foregoing, the Property reserves the sole right and discretion to grant any guest a late check out at no charge.

### **MARKETING**

#### **BROCHURE CONTRIBUTION AND PRESENTATION**

In the event of a brochure contribution by the Key Account, the Property may make payment of such costs incurred on a full contra basis against its invoices to the Key Account for the period stipulated by the Property. All brochure contributions shall be subject to the prior contract and written approval of the Property at the Property's sole discretion to do so. All contras shall not be effective unless confirmed in writing by the Property. For clarification, no contra shall be permitted against invoices for stays during peak periods, such periods being designated by the Property from time to time.

The Key Account will feature the Property in its tour programs and marketing collaterals including but not limited to brochure as a top tier to its clients and include photograph(s) of the Property where appropriate with the written approval of the Property. Copies of such marketing materials including information on the website must be made available to the Property upon publication.

The Key Account shall obtain the prior written consent of the Property in respect of all marketing collateral including information of the same on any website prior to any proposed insertion, amendments or publication in any media. The Property shall, at its option to do so, provide the Key Account with marketing collaterals including but not limited to a selection of slides and write up to accurately portray the Property.

During the term of this contract, the Property reserves the right to terminate this contract at any time should the Key Account misrepresent any information pertaining to the Property in any way, including Key Account's marketing collaterals which in the Property's view is damaging to the image of the Property.

### **LEGAL**

#### **KEY ACCOUNT'S OBLIGATIONS**

During the term of this contract, the Key Account undertakes and agrees to the following:

- The Negotiated Rates are strictly confidential and shall not be disclosed to any third party including without limitation publication in tariff listings or to source market Key Accounts without the express written consent of the Property.
- The Property shall be entitled to take such action and apply for such interim relief or interlocutory injunction as it deems fit to prevent the disclosure or publication of the same in the breach of this contract or to preserve its confidentiality.

Client's Initial\_\_\_\_\_



- In the event the Key Account resells consigns or otherwise transacts with any other third-party travel agent for the Negotiated Rates (to be marked-up accordingly), the Key Account remains at all times directly and primarily responsible for (a) such reservations and confirmation of the same (b) all acts and omissions of such third-party travel agents and (c) ensuring that any and all third-party travel agents fully comply with the terms and conditions of this contract.

## **INDEMNITY**

During the term of this contract and period of travel of its guests if such period extends beyond the term of this contract, the Key Account agrees with the Property to indemnify and keep indemnified and to hold harmless the Property from and against any and all loss, damage, expenses, claims or liability (whether criminal or civil) suffered (and including, without limitation, legal fees and costs incurred) by the Property resulting from a breach of this contract by the Key Account including (a) any act, neglect or default of the Key Account and its employees and agents and/or (b) any breach in respect of any matter arising out of this contract resulting in the successful claim by any third party and/or (c) any claim made by Key Account's clients.

## **EXCLUSION OF LIABILITY**

The Property assumes no liability to the Key Account or its clients arising out of or in connection with any contract, reservations, bookings, arrangements, representations or communications between the Key Account and its clients. Nothing herein shall be deemed to create a contract between the Property and the Key Account's clients or guests.

## **FORTUITOUS EVENT OR FORCE MAJEURE**

Neither party will be liable for delay or breach of its obligations under this contract in the event that such delay or breach is caused by a situation completely beyond its control that makes it impossible to hold the Event ("Force Majeure"), such as: (a) riots; (b) insurrections; (c) curfew; (d) acts and/or threats of terrorism; (e) government regulations; (f) civil unrest; (g) \*\*epidemics; (h) reduction of transportation services or facilities that prevent at least 40% of attendees and guests from attending the Event; (i) war; (j) fire; (k) flood; (l) earthquake; (m) hurricane; or (n) causes other than force majeure or fortuitous event. In the event of a case of Force Majeure, the affected party shall have the right to terminate this contract without liability, by means of written notification made to the other party, invoking the case of Force Majeure. Said termination caused by the event of Force Majeure will have the effect of releasing the parties from the fulfillment of their obligations under this contract, and the Hotel must reimburse the Group for all payments actually made on the date of termination.

\*\*The following shall apply with respect to the outbreak of COVID-19 characterized as a pandemic by the World Health Organization on March 11, 2020: In the event that the Centers for Disease Control, WHO, Secretary of Health or some equivalent authority in the country, state or city where the Hotel is located and/or where at least 40% of the attendees come from (proof by means of a copy of the INE of the participants), issue a warning of a change of traffic light to red that specifically instructs travelers to refrain from non-essential travel for reasons related solely to the pandemic, the Client may contact the Hotel for the parties to engage in discussions as soon as reasonably possible, and may so request as deemed appropriate. , a change of date, in such a way that the hotel sends new alternate dates where availability is found. These dates will be subject to availability and could cause an increase in the group rate either due to annual inflation or if the new dates coincide with dates of high demand or holidays or long weekends. In the event of a reduction in nights in the block of villas of the group, which is due to the fact that one of the attendees in your group shows a positive laboratory test, said night reservation may be exchanged for another participant, or it may be applied in future stay certificate determining the dates and times that would apply according to the group rate under which you originally reserved.

## **INTELLECTUAL PROPERTY RIGHTS**

The Key Account acknowledges that the trademark, trade name, service mark or copyrights associated with the names "Banyan Tree Hotels & Resorts", "Banyan Tree Spa", "Banyan Tree Gallery", "Angsana Hotels & Resorts", "Angsana Spa" "Angsana Gallery", and the Banyan Tree and Angsana logo, together with all rights in any and all slogans, derivations, trade secrets, know-how and all other proprietary rights associated with those names and the

Client's Initial\_\_\_\_\_



logo (collectively referred to as the “Trademarks”) are the exclusive property of the Property’s licensors and undertakes:

- That nothing in this contract gives the Key Account any claim to or rights in respect of the Trademarks.
- Not use the Trademarks as all or part of its legal name or any trade or assumed name under which the Key Account does business.
- To obtain the Property’s consent before publishing any advertising materials or implementing any advertising programs of its own which may mention the Banyan Tree/Angsana name or include the use of the Trademarks.
- To procure that none of its employees or agents including third party travel agents infringes on the Trademarks or uses the Trademarks without the prior written approval of the Property.
- Immediately inform the Property if the Key Account has notice of any potential trademark infringement by any of its employees or agents including third party travel agents.
- To assist the Property and/or its licensors in the enforcement of its rights against any Trademark infringers.

### **EXCLUSION OF THIRD-PARTY RIGHTS**

This contract does not confer any rights on any clients, guests or occupants who make their bookings and sales with the Key Account and the provisions of any applicable law which confer any benefits on such third parties), insofar as permissible under applicable law, is expressly excluded and shall not be applicable.

### **NO AGENCY/PARTNERSHIP**

This contract shall not constitute or be construed as creating or implying any partnership, joint venture, agency or fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this contract.

### **TERMINATION OF CONTRACT**

Either party may terminate this contract in writing and without forfeiture in any form by giving a thirty-day (30) notice in the event of the following:

- If the Key Account enters into bankruptcy or liquidation whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction) or compounds with notice of or relating to bankruptcy or liquidation proceedings or if execution is levied against any of the assets of the Key Account
- If the Property cannot operate properly or at all due to fire, storm, typhoon, earthquake or war, explosion, bombing, civil commotion, riot, disturbance or political unrest or any other circumstances(s) events(s) or other force, condition(s) beyond its control or its license to operate as a Property is revoked, cancelled or suspended in any way.
- Upon any change in the composition or (in the case of a Key Account) ownership of the Key Account.

### **VARIATION & AMENDMENTS**

Except where expressly provided for in this contract, no modification, amendment or variation of this contract shall be effective or binding unless agreed by the parties mutually in writing. Any such written modification, amendment or variation shall be deemed to be a part of the contract.

### **CONFIDENTIALITY**

The Key Account shall ensure that the terms and conditions of this contract including the Negotiated Rates herein are kept strictly confidential and will not disclose the same to any third party without the prior written consent of the Property. This term shall survive the termination of this contract.

### **SEVERABILITY**

If any one or more of the terms and conditions contained herein shall be deemed invalid, unlawful or unenforceable in any respect under any applicable law, it is severed for that jurisdiction. The validity, legality and enforceability of the remaining provisions of the same shall not in any way be affected or impaired.

Client’s Initial\_\_\_\_\_



**ENTIRE CONTRACT**

This contract constitutes the entire contract (including any written amendments and variations issued by the Property from time to time) between the parties and supersedes all previous communications, understandings, negotiations, arrangements and contracts, whether oral or written, between the parties with respect to the subject matter of this contract. There are no collateral contracts or precedent representations, contracts warranties or conditions except as specifically set forth herein.

**DISPUTE RESOLUTION**

Any dispute arising between the parties shall, in the first instance, be subject to mediation between the parties with a view towards an amicable settlement between them. Only in the event where any of the parties decide that such mediation is unsuccessful in reaching a settlement, the parties may refer the matter to the courts with competent jurisdiction where the Property is located.

**GOVERNING LAW & JURISDICTION**

This contract shall be governed by and construed in accordance with the laws of the country where the Property is located (Mexico). Key Account hereby submits irrevocably to the non-exclusive jurisdiction of that court of law.

**ACCEPTANCE OF CONTRACT**

Kindly return a signed copy on or before **July 28, 2025** for our onward recording and activation.

Signed for and on behalf of:  
**OPERADORA HOTELERA HXA S.A.P.I DE C.V.**  
Km. 12 Carretera Mérida-Progreso Calle 20 S/N  
Mérida, Yucatán, México

Signed for and on behalf of:  
**NUBA EXPEDICIONES DE MEXICO S DE RL DE CV.**  
Calle Goldsmith No. 60, Piso 2, Polanco III,  
Miguel Hidalgo, Ciudad de México, México

Signature  
Name: Alfredo Renteria  
Title: General Manager  
Date:

Signature  
Name:  
Title:  
Date:

CC: Mrs. Arely Torres  
Director, Sales & Marketing

A handwritten signature in black ink, appearing to be "Alfredo Renteria", written over a horizontal line.

Signature: \_\_\_\_\_

Client's Initial\_\_\_\_\_