



Castel Badia

Dolomiti

Dear Sofia,

We are delighted to introduce **Castel Badia**, opening in December 2025 — a historic castle with over a thousand years of history, now reimagined as a new masterpiece of Alpine hospitality. Nestled in the heart of the **Dolomites**, Castel Badia blends timeless heritage with contemporary elegance, offering an extraordinary sense of serenity and authenticity.

Castel Badia is a proud member of the **Leading Hotels of the World (LHW)**. You may find more details on the official website castelbadia.com and in the [presentation deck](#).

It is with great pleasure that I share the **2026 Commercial Agreement** together with the preferential conditions extended by Castel Badia to Nuba Expediciones De Mexico INTERNATIONAL TRAVEL GROUP S.A..

Your company has been selected to be part of a restricted group of valued travel trade partners that have access to our preferential rates for the upcoming season.

In light of our continued partnership, we kindly expect that **Castel Badia** will be prominently featured on your website, digital brochures, social media channels, and other relevant marketing platforms, and actively promoted as a preferred property within our destination.

We anticipate that this agreement will support the generation of an estimated annual room revenue of **18.000 €**. While this figure is a non-binding forecast, it reflects our expectations and will be one of the performance indicators considered when reviewing and defining the level of preferential margins extended for the **2027 season**.

We are confident that our collaboration will result in a growing number of guests choosing to stay at **Castel Badia**, and we look forward to further strengthening our partnership in **2026 and beyond**.

Please do not hesitate to contact me or your dedicated Sales Manager should you require any additional information or clarification.

With kind regards,

Giuseppe De Benedetto
Director of Sales
giuseppe.debenedetto@egnazia.com



Castel Badia
Dolomiti

CASTEL BADIA

2026 DYNAMIC RATES AGREEMENT

Prepared exclusively for:

Nuba Expediciones De Mexico INTERNATIONAL TRAVEL GROUP S.A.

FULL LEGAL NAME

NUBA EXPEDICIONES

FULL LEGAL ADDRESS

Goldsmith 60, Polanco, ciudad de México, 11590, Mexico



THE LEADING HOTELS
OF THE WORLD®

Please refer only to the marketing tools below for your brochures and web sites.
We highly recommend checking the links periodically for any new content.

MARKETING TOOLS

[MANIFESTO](#)

[PHOTO GALLERY](#)

VIDEO OVERVIEW

[VIDEO](#)

SOCIAL MEDIA

[WEBSITE](#)

[IG](#)

1. GENERAL

This Dynamic Net Rate Agreement (the “Agreement”) is between **Nuba Expediciones De Mexico INTERNATIONAL TRAVEL GROUP S.A.**, hereafter referred to as the “Company”, and **HSS S.R.L.**, trading under the brand name **Castel Badia**, hereafter referred to as the “Hotel”.

The Agreement sets out the terms upon which the Company is appointed to resell accommodations and services provided by the Hotel.

This Agreement is only valid for the Company and cannot be distributed to any other affiliated or unaffiliated company without prior written approval of the Hotel.

Both Company and Hotel may terminate this Agreement by providing a written notice of termination with a minimum of 30 days in advance.

From the date of its commencement, this Agreement supersedes any prior agreement covering the same subject matter.

2. TERM

The term of this Agreement commences on **01st January 2026** and continues **until 31st December 2026**.

At the end of the Agreement, the Hotel will run a production report of business volume generated by the Company.

Revenue generated during the duration of the Agreement will be a measurement method, contributing to determine conditions for a possible renewal of the Agreement for the following year.

Seasonal Closing Dates

Notwithstanding the above, please note that Castel Badia will not operate during the following periods:

- **01 November - 25 November 2026 included**

3. RATES AND TAXES

(a) **Dynamic Net Rate basis:** Hotel will grant Company to retain a contracted Margin, i.e. the difference between the public rate and the Contracted Net Rate.

The agreed upon Margins for the term of this Agreement are as follows:

15 % for BAR Flexible Rates.

15% for any published package or promotional offers.

15% for “restricted” promotional rates. (i.e Advance Purchase, non-refundable rates, and restricted rates).

Contracted Net Rates are not combinable with any Consortia Benefits.

For the avoidance of doubts, consortia amenities are strictly linked to the Hotel BAR Consortia rate code and only granted to bookings made directly by Consortia’s member agency, at 10% standard commission.

The Contracted Net Rates are and shall remain strictly confidential. The Company agrees not to publish or otherwise disclose to the public the contracted rates in any medium.

Company shall be permitted to advertise, promote and market Hotel’s rooms and services as part of a wider bundled Package, at a Package rate.

(b) Taxes:

- Hotel Room Rates are inclusive of the Italian VAT tax, currently set at 10%, and breakfast
- Contracted Net Rates extended to the Company are calculated on room rates before VAT tax
- Local City Tax is not included, to be settled by Guests at time of check-out

(c) Group Bookings:

Contracted rates and conditions of this Agreement are applicable to a maximum of **6 accommodations** per night.

Bookings of **7 or more accommodations** per nights will be negotiated outside of this Agreement and will be subject to separate contracts with ad hoc rates, terms and conditions.

4. SUPPLEMENTS AND ADDITIONAL CHARGES

(a) Extra Beds

In guest rooms and suites where extra beds are allowed (refer to Appendix 1 for applicable rules and information), the following additional charges will apply:

- Baby cots: for infants and children up to 3 years of age: **free of charge**
- Extra beds: for children over 3 years of age and adults: **EUR 150,00** per night

(b) Meal Supplements

Hotel offers the option of pre-booking arrangements including one or two main meals daily (HB = Half Board, FB = Full Board).

- **HB (Half Board):** breakfast and dinner
- **FB (Full Board):** breakfast, lunch, and dinner

Each meal plan includes a **3-course menu** at any hotel restaurant (*some exceptions may apply*), **excluding beverages**.

Applicable net commission rates for additional meal plans are:

- Supplement Half Board: Euro **80,00 per day**, per adult and Euro **40,00 per child** (3-12yrs).
- Supplement Full Board: Euro **140,00 per day**, per adult and Euro **70,00 per child** (3-12yrs).

Please note that meal plan supplements are public, not commissionable, per person per day.

(c) Pets

-It is possible to accommodate small and medium-sized dogs up to 35 kg upon request (subject to availability). Cats are not allowed.

-The presence of pets must be indicated when booking.

- At check-in, it is necessary to present the animal's health card or a declaration, under the owner's responsibility, confirming that the pet is regularly vaccinated, healthy, free from parasites and insured for damages it could cause to property or people.

-The owner is responsible for the repairing and / or replacement of all objects that could be stained or damaged by the pet, as well as for harm caused to other guests.

-They are allowed in all public areas, with dedicated stations at the restaurant/bar.

- Pets are not allowed in the spa area.

Daily charge: **EUR 55,00** per dog per day (including special cleaning and the supply of a dog bowl, waste bags and a dog mat, excluding pet food).

5. BOOKING PROCEDURE

Company will process requests and bookings directly with the Hotel, via one of the available booking channels:

- (a) **Direct Connectivity with Ermes Hotel Channel Manager**
- (b) **Online, via the dedicated “Travel Trade” section on the Hotel’s website**
[Booking Link](#)

Username: NUBA
Password: EXPEDICIONES

- (c) Requesting availability directly to the Hotel’s **Reservations Office:**
 - booking@castelbadia.com
 - +39 080 2255 896

6. PAYMENT TERMS

All bookings require full prepayment, to be received by the Hotel no later than the scheduled timeline specified at point (a) within this paragraph, depending on the applicable cancellation policy for the booked dates of travel.

(a) Timeline – due date for full prepayment:

- Cancellation policy of 48 hours = Full Payment due 7 days prior to Guest arrivals
- Cancellation policy of 3 days = Full Payment due 7 days prior to Guest arrivals
- Cancellation policy of 7 days = Full Payment due 14 days prior to Guest arrivals
- Cancellation policy of 14 days = Full Payment due 21 days prior to Guest arrivals
- Cancellation policy of 30 day = Full Payment due 45 days prior to Guest arrivals
- Cancellation policy of 45 days or more = Full Payment due 60 days prior to Guest arrivals

- Bookings of Advance Purchase Rates = Full Payment due at time of booking

(b) Payment Methods:

Company will have a choice to settle advance payment via either one of these methods:

- Payment by Credit Card via a secure link provided by the Hotel
- Payment by Company’s Virtual Credit Card, subject to prior approval by the Hotel’s Accounting Department
- Payment by Bank Wire Transfer, providing exact booking reference, guest name, dates of stay and booking reference number.

INVOICING DETAILS

All invoices must be addressed to:

HSS S.R.L.

VIA FUNIVIA 10

39031 - BRUNICO (BZ) ITALY

P.IVA: 02397580214

BANK DETAILS

Cassa Raiffeisen Brunico

IBAN: IT49J0803558820000301022008

BIC: RZSBIT21105

7. CANCELLATIONS, NO-SHOWS, EARLY DEPARTURES

Cancellation policy varies according to seasonality and will be notified by Hotel to Company along with reconfirmation of every booking. The following cancellation penalties will apply:

- No charge for cancellations made before beginning of cancellation policy
- 100% charge of the entire booking value for cancellations after beginning of cancellation policy
- 100% of the entire booking cost will be charged for no-shows
- 100% penalty for the value of unused nights will be charged in the event of early departure

8. MARKETING AND PROMOTION

(a) Commitment to Marketing

Subject to the Hotel's right of approval as set out below, Company has the right, solely for the purpose of merchandising and obtaining reservations for the Hotel, to use the name, logos, trademarks and imagery and videos provided by the Hotel.

Company will be an active partner of the Hotel and will offer full support to position the Hotel as one of their preferred properties in the region.

The Hotel reserves the right of prior approval to any information, copy and visual content involving usage of the Hotel's name, logo, trademarks, photographs and imagery produced by Company for advertising or promotional purposes.

(b) Restrictions

Company shall not bid on or purchase internet placement rights for the registered trademarks or name of the Hotel or use these in any manner in any of its advertising, including but not limited to Internet and web advertising.

Company shall not compete against the Hotel or its Management Group in any form of keyword search marketing (also called PPC), advertising, search engine marketing, meta search cost per click advertising, sponsored listing, etc.) for the Hotel brand name keywords, trademark related or property name-related keywords without prior written consent of the Hotel.

9. DATA PRIVACY

Both Company and Hotel declare to be aware of and to comply with article 13 of the EU Regulation n. 2016/679 (GDPR). All “Personal Data” provided in connection with this Agreement will be processed exclusively for the purposes related to the performance of Services booked by the Company to the Hotel on behalf of Customers (“Data Subjects”).

Company and Hotel will be Independent Data Controllers of Personal Data, and these data will be processed for the period of time necessary for the pursuit of the aforementioned purposes and stored if required by law for the period provided for by the law.

10. GOVERNING LAW AND JURISDICTION

This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of Italy.

Each party irrevocably submits the exclusive jurisdiction of the courts of **Bolzano**, Italy to settle any dispute which may arise under or in connection with this Ag or the legal relationships established by this Agreement.

11. AGREEMENT CONFIRMATION

This Agreement is deemed valid once a copy signed by a Company’s authorized representative has been returned to the Hotel. Unless and until the Hotel receives a counter-signed contract from the Company, there shall be no Agreement of the Parties in place.

SUBMITTED BY:

Name: Giuseppe De Benedetto

Title: Director of Sales

On behalf of: HSS S.R.L.

Date: 26/03/2026

Signature



ACCEPTED BY:


Name: sofia suarez

Title: Product Director Americas

On behalf of: NUBA EXPEDICIONES

Date: 26-mar.-2026

Signature:

Firmado por:

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ROOM INVENTORY

Room Category	Average Size	Bedding type	Max occ. Including extra bed or cot	Notes on occupancy
Bella	38 sqm	Double bed	2	*
Splendida	49 sqm	Double bed	2	*
Sublime	50 sqm	Double bed	2	*
Preziosa	54 sqm	Double or twin	2	* **
Stupenda	62 sqm	Double or twin	3	* **
Magnifica	64 sqm	Double or twin	3	* **
Meravigliosa	95 sqm	Double + Double	4	* **
Chalet	167 sqm	Double + Double	4	* **

*A baby cot (suitable for children aged 0–2 years) may be added in certain room categories, upon request and subject to availability. Prior confirmation from the Reservations Office is required.

** An extra bed (suitable for children aged 3–12 years) may be added in selected rooms at an additional cost of €150.00 per night. The request is subject to availability and must be confirmed in advance by the Reservations Office.