

HOTEL ESENCIA

XPU-HA MEXICO

CONTRACT WHOLESALE AGREEMENT HOTEL ESENCIA 2026

NUBA Mexico
Goldsmith 60, Polanco, CDMX, Mexico
Sandi Y. Albiter – Contract Analyst
sandi.albiter@nuba.com

AND

Company Name: HOTEL ESENCIA
Name Hotel: Hotel Esencia Xpu-Ha Mexico
R.F.C.: HHU130123T76
Address: Carretera Cancún – Tulum, Fracc 15 – 16, Fraccionamiento Puerto Aventuras.
City: Playa del Carmen-Solidaridad
State + Zip Code: Quintana Roo. 77750
Country: Mexico
Phone number: +52 1 984 873 4830
Fax number: +52 1 984 873 4836
E-mail address: sales@hotelesencia.com

This Wholesaler Agreement (hereinafter called "Agreement") is made and effective as of **January 7, 2026** by and between NUBA Mexico (hereinafter called "WHOLESALE") and **HOTEL ESENCIA** owner of and doing business as the Hotel Esencia Xpu-Ha México (hereinafter called "Hotel")

BACKGROUND STATEMENT

Wholesaler is a Wholesale travel agent interested in making reservations for accommodations on behalf of leisure travelers and Travel Agents. The Hotel is willing to accept reservations on a space available basis and upon payment for accommodations from Wholesale in accordance with the terms and conditions of this Agreement. Now therefore, for and in consideration of the premises above and other good and valuable consideration, the parties hereby agree as follows:

1. TERM

The term of this Agreement shall commence on the date first above written and continue thereafter until canceled by either party without cause upon sixty (60) days prior written notice or with cause immediately upon notice. Notwithstanding the termination of this Agreement, the Hotel shall honor all reservations made by Wholesale prior to the termination date of this Agreement, provided Wholesale shall have prepaid the Hotel for such reservations in accordance with the provisions of section 9 below.

2. LEISURE TRAVELERS

Accommodations to be provided hereunder at the wholesale room rates set forth in the Rate Sheet attached hereto and made a part hereof shall apply only to leisure travelers.

The Wholesaler understands and agrees that it shall not re-sell guest rooms hereunder, alone, via a website as Room Only, however it can be packaged with airfare) In order to ensure Hotel Esencia Best Rate Guarantee. The purpose of this agreement is to enable the Wholesaler to compile and sell a travel package, i.e., hotel room, airfare, ground transportation, etc. to leisure travelers. In the event the Wholesaler shall attempt to sell rooms separate from a package, the Hotel shall have the right to immediately terminate this agreement, provided, however, the Hotel shall honor reservations made prior to the termination date for periods after the termination date, provided the Wholesaler shall have paid the Hotel for such reservations.

3. GROUP BOOKINGS

This Agreement shall apply to groups of up to nine (9) guest rooms. All requests for tours, conventions, seminars and any other group types containing ten (10) or more guest rooms shall be made in writing directly to the Sales Department of the Hotel., at: events@hotelesencia.com. All requests for groups of 10 or more guest rooms are subject to availability and separate rates will be quoted by the Hotel. All rates and services will be set forth in a separate agreement.

4. WHOLESALE RATES

Wholesale rates will be determined solely by the Hotel. The Hotel's current Wholesale Rates are set forth on the attached Rate Sheet. The Wholesale Rates are valid through the period(s) set forth on the Rate Sheet. The Wholesale Rates are net rates; therefore, no commission is payable by the Hotel to Wholesaler or its agencies. Any commissions to be paid to agencies shall be payable solely by Wholesaler.

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It is understood and agreed that all applicable room rates, meal plans and taxes as mentioned on the attached Rate Sheet are paid for by Wholesaler. Gratuities for maids and portage will also be paid for by Wholesaler unless otherwise indicated on the attached Rate Sheet (see point 2).

Charges for additional services (such as telephone calls, room service, laundry, etc.), shall be paid for by the guest(s) unless the Wholesaler has made prior arrangements with the Hotel for payment of any additional charges with the Hotel.

5. MAXIMUM CAPACITY

The maximum number of guests in one room (1) guest room is normally (2) adults, and net rates are based on double occupancy. For families we have the following categories: Jungle Suite with Plunge Pool, Rooftop Wellness Suite, Master Jungle Suite, Pool Villa, Esencia Suite, Presidential Bungalow, that can accommodate a total of (4) pax (adults or children). Yum-Ha Villa and the Esencia Villa have a maximum capacity of 8 pax, (adults or children). Extra pax per room will have an extra charge per adult \$200 usd plus taxes and service per night and per child (from 3 to 11 years old) \$100 usd plus taxes and service per night.

Roll-away beds and cribs may be provided, subject to availability at no additional charge, **except during Festive Season (December 16th, 2026 to January 6th, 2026) Roll-away beds will be subject to an additional charge of \$100 usd (tax and service are paid on the price) per room, once per stay.** Wholesaler shall ensure that the agencies and guests are aware that the Hotel cannot guarantee the availability of roll-away beds or cribs. This information should be required in the reservation request

6. CHECK IN & CHECK-OUT TIME

Check-in time 03:00 P.M.
Check-out time 12:00 P.M.

7. ALLOTMENTS AND BLACK OUT PERIODS

Upon mutual agreement, the Hotel may give an allotment of guest rooms to Wholesaler. In the event Wholesaler shall be given an allotment, the Hotel shall review the actualized reservations made by Wholesaler each month. In the event such actualized reservations shall be less than 70% of the allotment, the Hotel shall have the right to adjust the number of rooms in Wholesaler's allotment. The Hotel shall notify Wholesaler, in writing, of any adjustment to the allotment. It is important to mention that allotment is subject to close out notices previous cut off.

The Hotel reserves the right to cancel certain dates (even within Wholesaler's allotment) by prior written notice to Wholesaler ("Blackout Periods"). The Wholesaler must report all reservations all bookings within 24 hours after the announcement of the Blackout Period. Reservations previously confirmed for dates during the Blackout Period will be honored; however, no reservations shall be taken during Blackout Periods from and after 1 working day (24 hours) after the date of such notice.

7.1 Festive Season is marked as Blackout date, rates and availability need to be revised directly with the hotel, on a case by case basis.

8. RESERVATIONS PROCEDURE

All reservations to be made by Wholesaler shall be in writing and sent via e-mail to the Hotel. The Hotel will confirm all reservations on a space and rate available basis. Attached hereto and made a part hereof is the reservation information required by the Hotel. Wholesaler shall provide such information at the time that the reservation is made.

In the case of allotments to the Wholesaler, it is responsibility of Wholesaler to ensure that the reservations for such allotments are made prior to the cut-off date(s); under Sell & Report method. Name changes after the cut-off date will not be accepted (exceptions will be revised; however, no exceptions will be made if name change is requested after a closed out notice have been sent nor during Premium Seasons – Christmas-New Year's; Presidents Week; Holly Week; Easter; Thanksgiving); Any rooms required by Wholesaler after the cut-off date may be provided on a space and rate available basis only.

Reservations with special requests such as adjoining rooms, room allocation and non-smoking rooms, bed types, early check-in or late check-out should be requested by Wholesaler in writing, will be subject to availability and might be subject to additional fees upon arrival of the guest at the Hotel. Wholesaler shall ensure that the agencies and guests are aware of the limited availability of providing special requests.

In the event a guest does not check-in on the arrival day, the Hotel reserves the right to cancel any unclaimed reservation and resell the room(s) unless the reservation is guaranteed for late arrival. Guaranteed reservation shall be held until 3:00 a.m. the day following the arrival date. If the guest does not check-in by such time, the reservation will be considered as a No Show and subject to No Show fees as set forth in section 11 herein. The Hotel reserves the right to cancel the unclaimed guaranteed reservation and resell the room.

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Reservation Information to be provided by Wholesaler:

- Name of passenger(s)
- Number of passengers
- Number of children + age (if applicable)
- Arrival date
- Departure date
- Flight information (optional)
- Special requests (if applicable)
- Code of promotion (if applicable)

9. TERMS OF PAYMENT

Wholesaler shall forward its payments in the following method:

Wire transfer to the following bank accounts:

ACCOUNT IN THE US (US DOLLARS)

Beneficiary: HOTEL ESENCIA USA, LLC
Bank: JPMORGAN/CHASE
Bank Address: 270 PARK AVENUE, NEW YORK, NY 10017
Bank Account: 623082398
Swift Code: CHASUS33
ABA: 021000021

Wholesaler shall send a copy of the evidence of the wire transfer by e-mail to the Reservations Department of Hotel, including the name of the guest(s) and the arrival date(s). E-mail: reservations@hotelesencia.com

10. CANCELLATION, NO-SHOW AND EARLY DEPARTURE PROCEDURES

The Hotel shall accept cancellations of reservations without a cancellation charge provided the reservation is canceled according to the cancellation policies in the Net Rate Grid

Reservations which did not check-in on the estimated arrival time shall be considered "No Shows". For No Shows the Wholesaler shall pay a No-Show fee in an amount equal to the entire stay accommodation charge during ALL Periods. No Show charge shall be paid by Wholesaler.

Reservations that check out before the estimated departure date (Early Departure) are subject in an amount equal to the entire stay accommodation charge during ALL Periods, which shall be paid by Wholesaler.

Regardless of the cause of the delays, the Hotel shall not be responsible for holding reservations beyond the times set forth above. In the event Wholesaler shall advise the Hotel of a need to hold a reservation, the Hotel may agree to hold such reservation, subject to availability.

11. REFUND OF PREPAYMENTS

In the event a full or partially prepaid reservation shall be cancelled within the time frames described in Section 11 above which are not subject to a cancellation fee, the Hotel shall refund the appropriate prepaid amount to Wholesaler for delivery to its client(s).

Wholesaler shall request any refunds *in writing*. Requests shall include the following information: The Hotel assigned reservation confirmation number, the Hotel assigned cancellation number, name of guest, arrival and departure dates, and the amount of the prepayment.

The Hotel shall process the request within 14 labor days of receipt thereof.

12. PAYMENT IN GENERAL

All payments or reimbursements are required to be made under this Agreement shall be made in United States Dollars, free and clear of and without deduction for all taxes, or other charges of whatever nature levied or assessed by any competent authority or wire charges, etc. Each such payment or reimbursement to be made by either of the parties hereto shall be made in United States Dollars in same day funds to such place and account as set forth herein. Please ignore this clause if you have established credit line with our hotel.

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13. PROMOTIONAL MATERIALS AND TRADEMARK

Wholesaler shall, at its sole cost and expense, develop, print and distribute promotional materials, which include the Hotel. Wholesaler shall submit to the Hotel the make-up of such materials prior to the printing in order that the Hotel may approve in advance the editorial regarding the Hotel. Any use of the Hotel's name or logo shall require the prior written approval of the Hotel. Wholesaler shall provide two (2) copies of all promotional materials to the Hotel.

Wholesaler understands and agrees that it has no right, title or interest in any HOTEL ESENCIA trademark or service mark. Further, Wholesaler agrees that this Agreement does not grant or convey any right, title or interest, proprietary or otherwise, in or to any HOTEL ESENCIA trade-name, logo, copyrighted material, service mark or trademark. Hotel shall permit Wholesaler to include the registered service mark of Hotel Esencia in the promotional materials described in this Section 14, provided the Hotel shall approve such promotional materials.

Upon termination of this Agreement, Wholesaler shall immediately cease the distribution of promotional materials bearing the Hotel's name and/or any HOTEL ESENCIA trademark, service mark or logo. Inventory of promotional materials bearing any HOTEL ESENCIA mark or logo will be promptly delivered to the Hotel.

14. RETAIL AGENCIES

Wholesaler shall sell package tours, which include Hotel rooms, exclusively to retail travel agencies. It is understood and agreed that the payment of any commissions on room rates shall be the sole responsibility of Wholesaler.

15. SUCCESSORS AND ASSIGNS

This Agreement shall inure to and bind the successors, assigns and representatives of the parties, provided, however, that the Agreement may not be assigned by Wholesaler, in whole or in part, without the prior written consent of the Hotel.

16. NO PARTNERSHIP

Nothing herein shall be considered to create a partnership, agency, joint venture or other relationship between the parties other than the relationship of arm's length vendor and purchaser.

17. ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties hereto and supersedes all prior understanding and writings with regard to the subject matter herein; no representations, inducements, promises or agreements, oral or other, between the parties not embodied herein, shall be of any force or effect.

18. HOTEL LIABILITY

The Hotel makes no representation or warranty, and assumes no obligation, whether expressed or implied, except as otherwise expressly specified herein.

19. AMENDMENT OF AGREEMENT

A written instrument signed by the parties hereto may only amend this agreement. The foregoing notwithstanding, the parties shall from time to time be able to incorporate to this Agreement documents relating to the terms and conditions of the transactions contemplated herein, and such documents shall become an integral part hereof their due execution by the parties hereto.

20. NOTICES

Any communications between the parties, notices or requests provided hereby to be given may be delivered via courier service, or given by certified mail, with receipt acknowledgement, or email (acknowledge receipt is required) to the party intended at its address set forth above, or to such other address as either party may in writing hereafter indicate. Such communications shall be effective at the time of receipt by the addressee. All documents, notices, demands, requests, statements or other communications to be given, delivered or made pursuant to this Agreement shall be in the English language. Service charge is subject to change.

21. GOVERNING LAW, JURISDICTION

This Agreement shall be construed under government by the law of Mexico. With respect to any dispute, controversy or claim arising out of or relating to this agreement or the breach thereof, the parties hereto irrevocably submit to the exclusive jurisdiction of the competent courts of Mexico City, Mexico, thereby expressly waiving any other jurisdiction to which they may now or hereafter be entitled.

22. FORCE MAJEURE

Except for any payments due under the terms of this Agreement, neither party shall be liable for delays or failure in performance hereunder caused by acts of god, war, strike, labor dispute, work stoppage, fire, act of government, or any other cause, whether similar or dissimilar, beyond the control of that party.

If either party is affected by any force Majeure, it shall promptly notify the other party of its nature and extent.

23. CONFLICTING PROVISIONS

In the event any of the provisions of any attachment hereto conflict with the provisions of this Agreement, the provisions of this Agreement shall prevail.

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24. HEADINGS

The headings used in this Agreement are inserted only as a matter of convenience and for reference and in case of doubt they shall not prevail over the contents hereof.

25. MARK UP POLICY

THE WHOLESALER and Hotel Esencia covenant and agree that all data and information relating to room allotments, prices, rates, and sales information related to this Contract and THE WHOLESALER AGREEMENT shall be strictly confidential. THE WHOLESALER agrees that it will not release or disclose room allotments, prices, rates, and sales information related to this Contract to any person or company without the prior written approval of Hotel Esencia. THE WHOLESALER and Hotel Esencia acknowledge and agree that the foregoing confidentiality provisions constitute a material term of this Contract and THE WHOLESALER AGREEMENT schedule. Breach of confidentiality is grounds for immediate contract termination.

A maximum margin of 20% should be applied, before tax and service charge, as mark up if the wholesaler would like to use the public rate to quote instead of net rate. Any percentage higher than this is at Hotel Esencia discretion, based on your business needs of requirement. How to calculate: Markup calculation = Public times(before tax and serv) – 20% Example \$500 usd public rate -20% = \$400 usd net rate.

Kindly note that rates from our webpage can be honored up to 3 days during low season with a screenshot of the dates, suite categories, rates and number of guests that were quoted to the guest. Rate changes for high-season are left up to the discretion of the property.

26. ANNUAL PRODUCTION REVIEW

Access to net rate contracts will be based on a production review at the end of each year. A minimum amount of room nights will be required in order to maintain specific markup/net rate levels.

In the case that the outlined goal below is not met, Hotel Esencia has the ability to re-assess markup/net rate levels.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of date first above written.

Hotel: Hotel Esencia
Name: Lea Gibert
Title: Director of Sales
Date: December 22, 2025
Signature:

Wholesaler: NUBA Mexico
Name: Sandi Y. Albiter
Title: Contract Analyst
Date:
Signature: _____

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CONTRACTED RATES 2026 WHOLESALE AGREEMENT HOTEL ESENCIA

1.- NET RATES 2026:

		NET Rates Grid											
season		1		2		3		4		5		6	
From		Jan 5, 2026	Apr 30, 2026	May 1, 2026	Aug 31, 2026	Sep 1, 2026	Oct 31, 2026	Nov 1, 2026	Nov 20, 2026	Nov 21, 2026	Nov 30, 2026	Dec 1, 2026	Dec 15, 2026
Jungle Suite		\$1,407		\$796		\$788		\$835		\$1,069		\$959	
Jungle Suite Plunge		\$1,487		\$876		\$868		\$915		\$1,149		\$1,039	
Rooftop Wellness Suite		\$1,703		\$1,205		\$1,196		\$1,261		\$1,677		\$1,279	
Master Suite		\$1,942		\$1,454		\$1,453		\$1,505		\$1,816		\$1,519	
Beach Suite		\$2,833		\$1,654		\$1,669		\$1,743		\$2,190		\$1,750	
Master Jungle Suite		\$1,982		\$1,494		\$1,493		\$1,545		\$1,856		\$1,559	
Master Beach Suite		\$3,151		\$1,973		\$1,988		\$2,060		\$2,510		\$2,067	
Pool Villa		\$4,113		\$2,725		\$2,698		\$3,006		\$4,037		\$3,279	
Yum-Ha		\$5,246		\$3,459		\$3,199		\$5,205		\$5,966		\$5,570	
Esencia Suite		\$4,593		\$2,805		\$2,980		\$3,484		\$4,517		\$3,756	
Presidential Bungalow		\$4,833		\$3,445		\$3,417		\$3,724		\$4,757		\$3,996	
The Esencia Mansion		\$11,313		\$9,925		\$9,897		\$10,204		\$11,237		\$10,476	

*Net Room Rate prices are quoted in USD subject to 16% VAT, 5% Lodging Tax and 15% Service Fee.

*Prices shown above are net, non-commissionable.

*Children from 12 and older are considered adults. The extra adult fee is US\$150 plus taxes and fees

*Rates, prices and restrictions displayed in the above are dynamic and subject to change. Changes will be notified to you via Addendum.

For festive season (Dec 16th, 2026 to Jan 04th, 2027) please review pricing, restrictions and availability with the reservations or sales department directly.

2.- MINIMUM ROOM PRODUCTION

A minimum production of 50 room nights will be required by the end of the contract year in order to maintain specific net rates/markup levels.

3.- GUARANTEE DEPOSIT AND CANCELLATION POLICY

3.1.- GUARANTEE DEPOSIT AND CANCELLATION POLICY FOR THE FOLLOWING ROOM CATEGORIES:

- JUNGLE SUITE
- JUNGLE SUITE WITH PLUNGE POOL.
- ROOFTOP WELLNESS SUITE.
- MASTER SUITE.
- BEACH SUITE.
- MASTER JUGLE SUITE.
- MASTER BEACH SUITE.

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3.1.1.- GUARANTEE DEPOSIT:

Jan 5th to May 31st, 2026
Nov 16th to Nov 30th, 2026
100% Deposit 45 days prior to arrival

Jun 1st to Nov 15th, 2026
Dec 1st to Dec 15th, 2026
100% Deposit 30 days prior to arrival

Dec 16th, 2026 to Jan 4th, 2027
100% Deposit 95 days prior to arrival

3.1.2.- CANCELLATION POLICY:

Jan 5th to May 31st, 2026
Nov 16th to Nov 30th, 2026
45 to 0 Days prior to arrival = 100% penalty

Jun 1st to Nov 15th, 2026
Dec 1st to Dec 15th, 2026
30 to 0 Days prior to arrival = 100% penalty

Dec 16th, 2026 to Jan 4th, 2027
90 to 0 Days prior to arrival = 100% penalty

No Shows or Early Departures:
Are subject to 100% penalty.

3.2.- GUARANTEE DEPOSIT AND CANCELLATION POLICY FOR THE FOLLOWING ROOM CATEGORIES:

- POOL VILLA.
- YUM-HA.
- THE ESENCIA SUITE.
- PRESIDENTIAL BUNGALOW.
- THE ESENCIA MANSION.

3.2.1.- GUARANTEE DEPOSIT:

Jan 5th – Dec 15th, 2026:
100% Deposit 90 days prior to arrival

Dec 16th, 2025 – Jan 04th, 2027:
100% Deposit 95 days prior to arrival

3.2.2.- CANCELLATION POLICY:

Jan 5th – Dec 15th, 2026:
90 Days prior to arrival = 100% penalty

Dec 16th, 2026 to Jan 4th, 2027:
95 Days prior to arrival = 100% penalty

No Shows or Early Departures:
Are subject to 100% penalty.

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4.- BOARDS:

4.1.- Breakfast plan:

Adults: \$60USD (16% taxes and 20% service charge are included) per person, per night.

The breakfast plan has the following inclusions:

- Food and beverages service are per person and to have only at the restaurants.
- Breakfast is available from 7:00 am to 11:00 am.
- Breakfast is included only at Mistura Restaurant.
- Soft Drinks, coffee and tea are included from the breakfast menu.
- Beef Bar, Room Service and Caviar are not included.
- Alcoholic drinks are not included.
- Breakfast is not transferable and is individual.
- All guests in the room must have the Breakfast plan paid for their entire stay.
- Room service is not included.
- If you would like to add an extra tip, please tell us the amount or percentage by signing your check and it will be charged to your room account.

5. Contact details

HOTEL MANAGER	JUAN CARLOS VAZQUEZ	vazquez.juancarlos@hotelesencia.com
SALES DIRECTOR	LEA GIBERT	lea@hotelesencia.com
FRONT OFFICE MANAGER	BAYRON ARELLANO	bayron@hotelesencia.com
RESERVATIONS MANAGER	MARIANA ASTUDILLO	mariana.astudillo@hotelesencia.com
RESERVATIONS		reservations@hotelesencia.com
GUEST SERVICE/ CONCIERGE		e-conciERGE@hotelesencia.com
ACCOUNTING		contralor@hotelesencia.com
HOTEL MANAGER	JUAN CARLOS VAZQUEZ	vazquez.juancarlos@hotelesencia.com
SALES DIRECTOR	LEA GIBERT	lea@hotelesencia.com
FRONT OFFICE MANAGER	BAYRON ARELLANO	bayron@hotelesencia.com