

IXKAA



TEQUILA

COMPLETE ACQUISITION PACKAGE

PROSPECTIVE BUYER EDITION | VIC GUIZA

IXKAA

PRIVATE ACQUISITION MATERIALS

Complete Acquisition Package

A concept-stage IP and development opportunity

Prepared for prospective buyers and acquisition partners



Working Draft v3 | 12 September 2026 | Vic Guiza

CONFIDENTIAL - DISCUSSION DRAFT - SUBJECT TO DEFINITIVE AGREEMENTS

Project stage and diligence

A creative concept to develop and commercialize

IXKAA and its four bonus programs are offered as unregistered conceptual projects with existing designs and presentation artwork, not as completed products or established commercial operations. VICTOR MANUEL AGUILAR GUIZA (Vic Guiza) declares authorship and sole current ownership of his original creative materials, subject to a verified asset inventory and disclosed third-party exceptions. No trademark, copyright or design registration is represented as completed.

The offer is the creative concept, the verified existing materials and their expressly agreed transferable rights. The graphic novel, NFT programs, app, physical game, product engineering, manufacturing and commercial launch still require development. Names, character art, mask designs, packaging and bottle concepts do not by themselves establish product readiness, trademark clearance or sales demand. The proposed ten original watercolors and any source files must be individually identified and verified; future works are separately commissioned and paid.

The tequila, wrestling, NFT and collectible markets support a potential commercial opportunity. Their size and activity do not prove IXKAA sales, margins, valuation or returns. The financial model contains hypothetical planning cases, not operating results or committed orders. Buyer must budget for rights clearance/registration, development, validation, production and launch. The US\$1.5M figure is a proposed asking price for the opportunity, not an independently verified valuation of a developed business.

No retainer merely for due diligence

No creative retainer is requested simply for reviewing existing materials or ordinary clarification of the proposal. Due diligence evaluates what exists, ownership evidence, registration gaps, technical feasibility and the remaining development investment. Missing or not-yet-created items must be marked accordingly; this data-room index is a checklist, not a representation that every listed document already exists.

If buyer requests new designs, prototypes, a custom development study or substantial additional advisory work before closing, a separate paid statement of work must first define the assignment, fee, deliverables, use rights and treatment if no acquisition closes. No pre-closing fee, amount or automatic credit is established here. Any exclusivity deposit is a separate negotiated transaction term, not a creative retainer.

The proposed 24-month paid stewardship starts only at acquisition closing. A new monthly retainer after month 24 is optional and requires mutual written agreement. Neither fee is payment for the mere act of conducting due diligence, and neither commits Vic to develop every project without scope or budget limits.

IMPORTANT NOTICE

Confidentiality and transaction legend

This package is a preliminary, non-binding discussion document prepared for a potential acquisition of the IXKAA brand universe. Except for any separately executed confidentiality, exclusivity or access agreement, no party is bound until definitive agreements are signed and closing conditions are satisfied.

CURRENT OWNERSHIP VICTOR MANUEL AGUILAR GUIZA, professionally known as Vic Guiza, declares that he is the original author and sole current owner of all seller-originated IXKAA and bonus creative assets described here. This is the seller's representation, subject to evidence and disclosed exceptions in the final chain-of-title schedule. No rights transfer through this proposal.

Syner8etic LLC may act as a designated transaction or payment vehicle only under documented authority; it is not identified here as a co-owner. Any earlier assignment, co-authorship, license, lien or third-party component must be disclosed and resolved before signing. Vic retains all rights not expressly transferred in the definitive agreements, including non-waivable moral rights.

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00 / MARKET VALIDATION

Why these markets belong in one acquisition story

Independent evidence from 2024 onward validates each category; it does not guarantee IXKAA market share.

Market	2024+ evidence	Strategic implication	Source
U.S. tequila	32.2M 9-liter cases sold in 2024; super-premium tequila/mezcal represented nearly 8.0M cases.	The premium bottle can create the halo at meaningful category scale.	M-01
Spirits RTD	Cocktails/RTDs grew 17.0% by volume in 2024 and added \$468M in supplier revenue.	IXKAA Mixes can expand occasions and reach after premium positioning is established.	M-02
Tequila-based RTD	Tequila was the preferred RTD base for 60% of legal-drinking-age Gen Z versus 41% of all U.S. RTD drinkers.	Agave has strong relevance with younger legal-age consumers; marketing must remain age-gated and responsible.	M-03
Lucha libre	WWE announced its AAA acquisition; TripleMania XXXIII later drew 4.3M views in 24 hours, 208M official social views and record event merchandise sales.	Masked characters can travel through live performance, content and merchandise.	M-04 / M-05
Independent graphic novels	Kickstarter reported \$706M pledged to successful projects in 2024; reporting on its Comics data cited \$46.5M across 3,414 projects.	Premium publishing can build canon, community and direct collector demand.	M-06 / M-07
Trading cards	Fanatics launched a dedicated marketplace and eBay/PSA expanded authentication and vault integration in 2024.	Numbered cards fit an active collector infrastructure and authenticated scarcity.	M-08 / M-09
NFTs	DappRadar reported 2024 NFT trading volume down 19% and sales down 18% year over year.	The category is real but cyclical; IXKAA should lead with provenance, access and physical authentication, never speculative returns.	M-10
Licensing	Licensed products and services generated \$369.6B in 2024; entertainment/characters represented \$149.8B.	IXKAA already has the character and mask architecture needed for a licensing program.	M-11

MARKET THESIS PRESTIGE IN THE BOTTLE. REACH THROUGH IXKAA MIXES. THE CHARACTER SYSTEM CREATES THE LICENSING ENGINE.

A platform for the next owner to build

IXKAA brings spirits, character design and collectible storytelling into one concept-stage acquisition opportunity. Its relevance depends on the buyer's capabilities and commercial strategy.

SPIRITS & DISTRIBUTION

A producer or distributor can develop the four expressions and IXKAA Mixes around a coordinated brand system, subject to formulation, production, approvals and route-to-market planning.

ENTERTAINMENT & LICENSING

An entertainment or licensing operator can develop the Guardians into live performers, publishing, merchandise and experiences, with appropriate partners and rights clearances.

ART & COLLECTIBLES

A collector-focused business can shape limited physical editions and digital art programs around the masks, original artwork and narrative universe.

CREATIVE CONTINUITY

A separately paid 24-month Founder Creative Stewardship engagement offers continuity while the buyer develops and commercializes the scheduled assets.

These are potential strategic applications, not existing operations, buyer endorsements or guaranteed commercial results.

01 / EXECUTIVE SUMMARY

The acquisition opportunity

IXKAA is a premium Mexican spirits platform designed to license, not adapted to license.

CORE PROPOSITION A proposed US\$1.5 million asset acquisition of an integrated spirits, character, storytelling, collectible and licensing universe, plus a perpetual creator royalty and a separately compensated 24-month Founder Creative Stewardship engagement.

The transaction at a glance

Item	Proposed position
Seller / rights holders	VICTOR MANUEL AGUILAR GUIZA (Vic Guiza), as represented by the seller and subject to verified chain of title; any entity role requires written authority.
Buyer	Prospective buyer or designated acquisition entity
Transaction form	Asset and intellectual-property acquisition; no assumption of unspecified liabilities
Purchase consideration	US\$1,500,000, subject to definitive allocation and closing terms
Creator royalty	Requested 3% perpetual creator royalty; revenue base, deductions, reporting and audit rights to be defined
Founder stewardship	24 months under a separate, paid Founder Creative Stewardship Agreement
Genesis 000	Reserved for the first owner of IXKAA, subject to final token and transfer mechanics
Closing objective	Acquire scheduled concept/design rights and verified materials, then develop, clear/register, validate and commercialize the project. No operating or launch-ready business is represented.
Bonus opportunity	Four scheduled concept/IP extensions offered without incremental acquisition price; no bonus value or earnings assumed in the model. See Section 11.

Why the platform is different

- Four visually distinct Houses - ORO, PLATA, ROSA and JADE - under one master brand.
- A mask system that creates immediate recognition across packaging, characters, merchandise and digital collectibles.
- Premium tequila creates the halo; IXKAA Mixes expand reach and occasions.
- A graphic-novel mythology converts packaging into ownable entertainment IP.
- Physical and digital provenance support limited editions, collector programs and direct customer relationships.
- Twenty-four months of creator continuity reduce transition risk and protect visual integrity.

Four separate economic components

Economic component	What it pays for	Proposed treatment
Acquisition price	Scheduled existing IXKAA assets and agreed bonus rights transferred at closing; not future development services	US\$1.5M
Perpetual creator royalty	Ongoing commercial exploitation of the acquired IXKAA universe	Requested rate: 3%; define covered core and bonus receipts, deductions and anti-double-counting rules in the Royalty Agreement
Creative stewardship fee	Vic Guiza's future time, services and deliverables for 24 months	Separate monthly retainer; not included in price or royalty
Post-term creative retainer	Optional reserved creative capacity from month 25, including agreed bonus development	New written engagement; amount, hours, term and scope to be agreed. No automatic renewal or free work.

02 / ASSET INVENTORY

Detailed legal inventory of assets and intellectual property

This schedule identifies the intended acquisition perimeter. Registration numbers, creation dates, source files, contracts and chain-of-title evidence must be completed during diligence.

AUTHORSHIP AND REGISTRATION STATUS VICTOR MANUEL AGUILAR GUIZA represents that he is the original author and sole current owner of the seller-created IXKAA concept and original works, including the proposed bonus assets. IXKAA marks are currently unregistered; bonus names are treated as unregistered unless evidence proves otherwise. Authorship is not trademark clearance or proof that every element is protectable.

Class	Asset	Right type	Current claimant	Evidence required	Closing action
Brand	IXKAA master name, wordmark and master logo	Unregistered trademark + copyright	Vic Guiza; declared owner	Dated source files, name clearance and use evidence	Assign existing rights; buyer files applications
House	IXKAA ORO, PLATA, ROSA and JADE names and logos	Unregistered trademarks + copyright	Vic Guiza; declared owner	Separate schedule by mark, logo and jurisdiction	Assign existing rights; buyer clears and files
Characters	Four Guardian character designs: ORO, PLATA, ROSA and JADE	Copyright / character rights	Vic Guiza; declared owner	Dated sketches, layered files, final art and biographies	Copyright assignment with character schedule
Masks	Four signature mask designs and graphic architecture	Copyright / design / potential trade dress	Vic Guiza; declared owner	Vector, 3D render and development files	Assign scheduled designs; preserve source evidence
Packaging	Four House packaging systems: boxes, labels, cans and cases	Copyright / design / potential trade dress	Vic Guiza; declared owner	Production art, mockups, dielines and third-party terms	Assign seller-owned files; clear vendor elements
Bottle	Conceptual bottle design and House decoration systems	Copyright / design / potential trade dress	Vic Guiza; declared owner	Concept drawings, renders, CAD ownership and vendor terms	Assign concept; commission engineering separately

Class	Asset	Right type	Current claimant	Evidence required	Closing action
Product	IXKAA Mixes can identity and flavor architecture	Unregistered trademark / copyright / trade dress	Vic Guiza; declared owner	Can art and product-development records	Assign owned IP; formulas only if separately created
Publishing	Graphic novel concept, Book of Origins, scripts, outlines and story canon	Copyright	Vic Guiza; declared owner	Manuscript versions, dated outlines and character/world bible	Assign scheduled publishing and adaptation rights
Publishing	Graphic novel physical and digital artwork and development files	Copyright + files	Vic Guiza; declared owner	Page art, layered files, lettering, covers and production exports	Assign scheduled final and work-in-progress files
Art	Ten original IXKAA watercolor works	Physical title + separate copyright	Vic Guiza; declared owner	Schedule title, image, size, medium, date and condition	Transfer listed physical works and assigned copyrights
Digital	4,444 Genesis Collection concept, NFT art and development files	Copyright / token / contract-control rights	Vic Guiza; declared owner	Layer files, trait matrix, metadata plan and vendor terms	Assign art/files; build and audit smart contract
Digital	Genesis 000 ultimate render and reservation concept	Copyright / digital collectible rights	Vic Guiza; declared owner	Final render, metadata and wallet plan	Reserve for first owner; mint only after clearance
Authentication	NFT certificates for 5,000 first-edition books	Software / metadata / contract rights	Vic: concept only; future work pending	Technical spec and vendor terms	Assign commissioned deliverables
Collector	1,500 VIP Founder's Kits	Product configuration / packaging IP	Vic: concept only; future work pending	Bill of materials, art and edition plan	Assign product system

Class	Asset	Right type	Current claimant	Evidence required	Closing action
Cards	Core collector cards: 25 designs, 100 of each; distinct from Bonus 02 game cards	Copyright / design	Vic Guiza; declared owner	Layered art, layouts, numbering logic and printer rights	Assign scheduled artwork and production files
Licensing	Core licensing graphics, style assets and premium product-application art; bonus expansion separately scheduled	Copyright / trademark usage	Vic Guiza; declared owner	Category list, source files and approval standards	Assign scheduled graphics and brand guide
Merchandise	Existing collector mask, cuff, apparel, robe and sculpture designs; future samples require paid scope	Copyright / design / trademark	Vic Guiza; declared owner	Designs, samples, vendor rights and product-safety scope	Assign specified designs; future work via stewardship
Digital	Private proposal website, source, digital marketing assets and domain name	Copyright / domain / account rights	Vic Guiza; declared owner	Domain registrar, source, hosting, analytics and access schedule	Transfer specified domain/source; rotate credentials
Operational	Vendor, producer and distribution introductions	Relationship / contract rights	No guarantee of transferability	Contact permissions and agreements	Consent or new contracts
Bonus	B01 app, B02 physical game, B03 mass-market licensing, B04 Nahual Clara/Oscura	Scheduled existing IP only	Vic Guiza; declared owner	Section 11 itemized register; originals, versions, exceptions and rights	Signed assignment or express license per item; no development implied

DO NOT ASSUME A visual asset existing in a folder does not by itself prove ownership, registration, freedom to operate or transferability. Every material asset should map to a dated source file, author, agreement and closing instrument.

Inventory limitation: “to be developed” describes a future workstream, not a completed asset. Record each file, physical original and version separately, with status (existing, work in progress or future), delivery format, current owner, third-party terms and transfer mechanism. An idea, name or game mechanic is not automatically protected by copyright [B-01, B-02].

Excluded or separately identified assets

- Vic Guiza's personal name, likeness, signature and broader portfolio, except for specifically licensed IXKAA uses.
- Other intellectual properties owned or developed by Vic Guiza, Syner8etic LLC, VIC Victor Imagination Company LLC, 4pi S Studios LLC, or third parties.
- Third-party fonts, stock assets, software, platforms, production molds or vendor know-how not transferable by their terms.
- Physical original artwork unless specifically listed by title, dimensions, condition and ownership in a closing schedule.
- Regulatory permits, manufacturing authorizations and distributor appointments that must be obtained by the buyer or operating partners.

03 / TRANSACTION TERMS

Proposed acquisition conditions

Recommended negotiation architecture for a non-binding term sheet and definitive Asset Purchase Agreement.

Term	Proposed position
Structure	Buyer acquires only scheduled existing IXKAA and bonus assets/rights. Excluded rights and liabilities remain with their owner. No blanket transfer of unspecified future creations.
Consideration	US\$1,500,000 proposed cash purchase price. Four bonus concept/IP extensions are offered without incremental price and are not relied on to justify it. Counsel and tax advisers allocate total consideration as required; “bonus” does not mean no legal or tax consideration.
Deposit / exclusivity	[Proposed] 10% deposit credited at closing against a 60-day exclusivity period; refund and forfeiture triggers to be negotiated.
Creator royalty	Requested 3% perpetual creator royalty on defined covered receipts. Schedule core products, licensing, NFTs, games and Nahual receipts expressly; define Net Sales, platform fees, refunds, bundles and affiliates. No second creator royalty on the same receipt. No bonus exemption is implied; all bases and coverage remain subject to signed terms.
Stewardship	Separate 24-month Founder Creative Stewardship Agreement. Fees are additional to the acquisition price and royalty.
Payment security	Wire at closing; no transfer of core IP until cleared funds. Any deferred consideration requires security and acceleration rights.
Closing conditions	Confirmatory diligence; authority; complete asset schedule; executed assignments; lien releases; agreed tax allocation; stewardship and royalty documentation.
Representations	Ownership, authority, no conflicting grants, disclosed disputes, disclosed third-party content and accuracy of scheduled information, subject to negotiated knowledge and materiality qualifiers.
Indemnity	Mutual, proportionate, time-limited and capped except for fraud, authority, title and intentional infringement, subject to counsel.
Transition	Organized source-file handoff, credential transfer, vendor introductions and agreed launch priorities.

Term	Proposed position
Publicity	No announcement, use of Vic's likeness or implied endorsement without prior written approval, except as agreed.
Governing law	[New York or Delaware - to be selected with transaction counsel].
Post-term services	Founder is willing to continue from month 25 through a separately negotiated monthly retainer plus the applicable agreed royalty. Neither party is bound to renew before signing; no unilateral buyer option.

Recommended definitive document set

- Asset Purchase Agreement with schedules of acquired and excluded assets.
- Trademark, copyright, domain and other IP assignment instruments.
- Perpetual Creator Royalty Agreement or royalty article within the Asset Purchase Agreement documenting the requested 3% rate and every revenue base.
- Founder Creative Stewardship Agreement, executed separately at closing.
- Bill of sale, assignment and assumption instrument and closing certificate package.
- Confidentiality, exclusivity and data-room access documentation.
- Tax allocation schedule and any required Form 8594 coordination.

Bonus Asset Schedule and Development/License Schedules: enumerate B01–B04, existing deliverables, transfer or license, excluded third-party rights, territory, term, exclusivity, sublicensing, royalties, obligations and closing evidence. A separate post-term retainer and project SOWs must be signed before later work starts. No use license arises from delivery of this discussion draft.

Model, costs and margins

The accompanying workbook contains editable hypothetical scenarios for a concept-stage project. No operating history, validated production bids, completed registrations or commercial results are represented. Costs and volumes remain planning assumptions until independently supported.

BASE-CASE PLANNING VIEW The initial collector program uses 1,500 Founder's Kits at US\$2,500 and 3,500 individually sold first-edition graphic novels at US\$150. It deliberately excludes tequila, Mixes, NFT primary sales and licensing revenue from the recovery case.

Metric	Founder's Kit	Graphic novel	Combined
Available units	1,500	3,500	5,000 books across both channels
Suggested retail	\$2,500	\$150	—
Illustrative unit COGS	\$545	\$51	Editable in workbook
Gross margin before selling costs	78.2%	66.0%	Formula-driven
Illustrative contribution / unit	\$1,468	\$48	After modeled selling costs and placeholder royalty
Base sell-through assumption	75%	75%	Editable
Base contribution	\$1.651M	\$126K	\$1.777M

The workbook includes downside, base and full-sell-through collector cases, operating-scale scenarios, unit economics, acquisition-recovery thresholds, formula checks and a source/assumption log. Stewardship fees are modeled separately because they compensate services rather than acquisition value.

Stewardship impact: the carried-forward proposal of US\$20,000/month for 24 months equals US\$480,000, subject to agreement. Base collector contribution of US\$1,776,937.50 less the US\$1.5M price and that fee leaves a US\$203,062.50 shortfall, before other unmodeled costs. A retainer from month 25 is not priced or deducted because no fee or term is agreed. The workbook shows this distinction; none of the four bonuses closes the gap by assumption.

Operating-scale scenario A: IXKAA Mixes

Planning inputs: \$4.99 consumer retail per 355mL can; brand net realization equal to 45% of retail after channel economics; 12% marketing, 8% sales/logistics/administration and 3% creator royalty, each measured against brand net sales. Landed COGS declines by volume. All inputs remain editable pending quotations.

Annual cans	Consumer retail	Brand net sales	Production	Operating deductions*	Contribution
100,000	\$0.499M	\$0.225M	\$0.155M	\$0.052M	\$0.018M
500,000	\$2.495M	\$1.123M	\$0.650M	\$0.258M	\$0.215M
1,000,000	\$4.990M	\$2.246M	\$1.180M	\$0.516M	\$0.549M
5,000,000	\$24.950M	\$11.228M	\$4.900M	\$2.582M	\$3.745M
10,000,000	\$49.900M	\$22.455M	\$8.800M	\$5.165M	\$8.490M

*Operating deductions combine marketing, sales/logistics/administration and the 3% creator royalty. Channel/distribution economics are already reflected in the conversion from consumer retail to brand net sales.

Operating-scale scenario B: premium tequila

Planning inputs: \$250 consumer retail per 750mL bottle; brand net realization equal to 40% of retail after channel economics; 12% marketing, 8% sales/logistics/administration and 3% creator royalty. The 100,000-liter case equals approximately 133,333 bottles.

Annual liters	750mL bottles	Consumer retail	Brand net sales	Production	Contribution
10,000	13,333	\$3.333M	\$1.333M	\$0.733M	\$0.293M
100,000	133,333	\$33.333M	\$13.333M	\$5.600M	\$4.667M
500,000	666,667	\$166.667M	\$66.667M	\$23.333M	\$28.000M
1,000,000	1,333,333	\$333.333M	\$133.333M	\$42.667M	\$60.000M

Operating-scale scenario C: merchandising and licensing

Annual retail sell-through	Licensed model contribution	Direct / controlled model contribution	Primary trade-off
\$1M	\$41K	\$228K	Low-risk licensing vs. higher-margin operating model
\$5M	\$205K	\$1.138M	Licensee scale vs. buyer working capital
\$10M	\$410K	\$2.275M	Category partnerships vs. direct control

Annual retail sell-through	Licensed model contribution	Direct / controlled model contribution	Primary trade-off
\$25M	\$1.025M	\$5.688M	Portfolio of licensees vs. in-house platform
\$50M	\$2.050M	\$11.375M	Global licensing network vs. major operating build

The licensed model assumes licensee wholesale at 50% of retail, an illustrative 10% IXKAA royalty on wholesale, 15% licensing administration and the 3% creator royalty applied to IXKAA licensing receipts. The direct model assumes 65% brand net realization and deducts COGS, marketing, fulfillment/returns/administration and the 3% creator royalty. The two models should not be added together without a category-by-category channel plan.

ILLUSTRATIVE COMBINED CASE One million cans + 100,000 liters of tequila + \$10M licensed-merchandise retail produce approximately \$5.63M of annual contribution before fixed corporate overhead, financing, tax, working capital, capital expenditures and launch timing. This is a scenario, not forecasted ROI.

Bonus exclusion and category boundary: the existing merchandise scenarios model the core IXKAA product categories only, not an additional Bonus 03 mass-market program. B01 app, B02 game cards, incremental B03 mass licensing and B04 beer have no projected receipts, profit, payback or assigned standalone value in this model. Their future budgets are undetermined, not zero. Reclassify any overlapping SKU once; never add the same sale to core and bonus scenarios.

Reasonableness context: Tilray reported a 44% beverage-alcohol gross margin for fiscal 2024, while other public branded-spirits disclosures show that margins vary materially by portfolio and period. These external figures are benchmarks only; IXKAA economics must be rebuilt from actual quotes and contracts. See M-12 and M-13.

Required quote package before external reliance

- Tequila bottle, liquid, closure, decoration, carton and freight quotation by volume tier.
- Collector mask bill of materials, tooling, labor, packaging and quality-control quote.
- Premium case, T-shirt, trading-card, art-print and book manufacturing quotes.
- NFC/NFT authentication, minting, custody, marketplace and customer-support costs.
- Importer, distributor, warehousing, fulfillment, insurance, duties and state-compliance costs.
- Channel margins and promotional allowances by direct, specialty retail, hospitality and distribution route.

FINANCIAL DISCIPLINE Gross revenue is not ROI. Acquisition recovery should be evaluated against contribution after COGS, selling costs, reserves and royalties, then adjusted for overhead, taxes, working capital and timing.

05 / OPERATING PATH

Production and distribution

The premium tequila and IXKAA Mixes pathways should be coordinated but not confused.

A. Premium tequila pathway

- Select a producer authorized within the Tequila Denomination of Origin and confirm CRT/NOM-006 certification status.
- Finalize liquid specifications for ORO, PLATA, ROSA and JADE; determine which expressions legally qualify as tequila and whether any formula or specialty treatment changes classification.
- Engineer the bottle, closures, decoration and cases for manufacturability, freight and regulatory labeling.
- Appoint or contract with a U.S. importer holding the required TTB basic permit; define importer of record and customs responsibilities.
- Complete TTB formula or pre-import review where required, then obtain COLAs for commercial labels.
- Secure certificates of origin/authenticity and other release documentation applicable to imported tequila.
- Appoint state distributors or compliant direct channels, with state-by-state counsel review.

B. IXKAA Mixes pathway

IXKAA Mixes should be positioned after the premium bottle establishes the halo. The operating pathway may include tequila-based RTDs, agave-wine-based ready-to-serve products or other legally distinct formats. Each formulation must be reviewed for classification, permits, formula approval, label approval and state channel requirements.

POTENTIAL INTRODUCTION The sellers can facilitate an introduction to David Tindol and Specialty Blends to explore IXKAA Mixes, agave-wine and ready-to-serve opportunities. This is a relationship pathway, not a binding production or distribution commitment, and is subject to mutual diligence and contract.

Responsibility map

Workstream	Primary owner after acquisition	Founder stewardship contribution
Liquid and regulatory	Buyer + producer + importer + counsel	Creative intent and product-positioning guidance
Packaging engineering	Buyer + packaging vendors	Design direction, artwork and visual approvals
Production quality	Buyer + producer + QA	Reference standards and exception review
Distribution contracts	Buyer	Introductions and brand-story enablement

Workstream	Primary owner after acquisition	Founder stewardship contribution
Retail / hospitality sell-in	Buyer + sales partners	Campaign assets and launch storytelling
Licensing approvals	Buyer / licensing manager	Brand-integrity review under stewardship scope

Launch strategy

Scarcity creates desire; narrative creates attention; the product ladder converts both into revenue.

Phase	Timing	Primary actions	Decision metrics
0. Secure	0-90 days	Close transaction, complete chain of title, lock producers/vendors, establish regulatory workplan and create owner-facing Genesis 000 transfer protocol.	Signed agreements; diligence closed; critical suppliers scoped
1. Signal	60-150 days	Private previews, creator story, four-mask campaign, collector waitlist, founder reservations and strategic hospitality/collector seeding.	Qualified waitlist; reservation conversion; earned reach
2. Collect	120-240 days	Launch 1,500 Founder's Kits, first-edition graphic novel and authenticated certificates; release Genesis story in controlled chapters.	Sell-through; average order value; authenticated owner base
3. Pour	180-360 days	Introduce the premium bottle through selective events, specialty retail and on-premise partners, subject to permits and inventory.	Doors, velocity, reorder rate, gross margin
4. Expand	270-540 days	Deploy IXKAA Mixes, licensing collaborations and territory expansion after the luxury halo is established.	Distribution points; repeat purchase; licensing revenue

Commercial ladder

- Discovery: guardian art, mythology, behind-the-scenes creation and event moments.
- Entry: digital content, cards, community access and graphic-novel interest.
- Collector conversion: first-edition novel, NFT certificate and limited merchandise.
- High-value conversion: VIP Founder's Kit and numbered physical objects.
- Repeat consumption: premium spirits and IXKAA Mixes.
- Expansion: licensing, collaborations, entertainment and experiential products.

Launch controls

- No public date until production, compliance and fulfillment gates are independently confirmed.
- No presale funds accepted without clear delivery terms, refund policy and inventory plan.
- No token utility promised until legal and technical review is complete.
- Protect scarcity: publish edition sizes, numbering rules and replacement policy before release.
- Use measured allocations rather than discounting to manage demand.

07 / DIGITAL + LICENSING

NFT and licensing program

The mask becomes the collectible; the story makes it expandable.

From character to competitor: the Guardians can enter the ring

ORO, PLATA, ROSA and JADE were designed as complete identities rather than decorative mascots. Each Guardian can be embodied by a selected professional wrestler while the underlying character, mask, story and licensing rights remain controlled by the IXKAA owner.

Activation	Commercial role	Required control
Live wrestling	Entrances, matches, rivalries, appearances and branded arena moments	Performer agreement, promoter permission, insurance, safety and alcohol-marketing separation
Content	Short-form episodes, training stories, documentary material and graphic-novel crossovers	Likeness, voice, footage, editing and distribution rights
Merchandise	Replica masks, apparel, figures, cards, prints and signed editions	Character ownership, performer participation, approvals, royalties and quality control
Events	Launch bouts, collector experiences, hospitality and convention appearances	Venue/promoter agreements, age gating, responsible consumption and security

OPERATING PRINCIPLE THE CHARACTER EXISTS BEFORE THE PERFORMER. THE PERFORMER MAKES IT REAL. Talent agreements must prevent the performer from acquiring or confusing ownership of the underlying IXKAA character.

NFT architecture

Program	Purpose	Quantity	Key diligence
Genesis 000	Symbolic original reserved for the first IXKAA owner	1	Metadata, wallet, transfer terms, publicity and permanence
Genesis Collection	Mask-led collectible program across four Houses	4,444	Art layers, uniqueness, smart contract, custody, marketplace, tax and consumer disclosures
Book certificates	Authenticity for first-edition hardcover copies	5,000	Claim flow, loss/replacement policy, privacy and customer support

Program	Purpose	Quantity	Key diligence
Founder's Kit certificate	Proof of numbered kit ownership and provenance	1,500	NFC pairing, anti-counterfeit process, transfer and resale policy

The token program should not promise profit, appreciation, passive income or management-driven returns. Counsel should classify each token and review marketing, terms of sale, consumer protection, tax, privacy, sanctions and money-transmission exposure before launch.

Licensing architecture

Category	Illustrative products	Primary control
Fashion and lifestyle	Apparel, robes, leather goods, jewelry and accessories	House-specific palettes, mask geometry and material standards
Collectibles	Masks, resin sculpture, art toys, prints and cards	Edition rules, numbering, certificates and sample approval
Publishing	Graphic novels, art books and limited editions	Canon, authorship, credits and reproduction quality
Entertainment	Animation, games, interactive and experiential	Character bible, story continuity and approval stages
Hospitality and events	Branded rituals, displays, pop-ups and arena collaborations	Responsible alcohol marketing and premium execution
Digital	NFT art, digital wearables, access and authenticated assets	Metadata permanence, technical security and consumer terms

Minimum licensing workflow

- Category and territory approval before negotiation.
- License agreement with term, channels, minimum guarantee, royalty, audit and quality-control provisions.
- Concept submission against the IXKAA style guide.
- Artwork review, prototype review and preproduction sample approval.
- Production sample retention and marketplace monitoring.
- Quarterly royalty reporting, sell-off controls and post-term asset destruction or return.

BRAND PRINCIPLE DESIGNED TO LICENSE. NOT ADAPTED TO LICENSE. The bottle creates the halo. The Mixes expand the world.

08 / CREATOR CONTINUITY

24-month Founder Creative Stewardship

A separate paid engagement protects the transition without folding two years of future work into the acquisition price.

ROLE Following the acquisition, Vic Guiza remains actively involved for 24 months as Founder & Creative Steward, providing creative leadership, brand continuity and direct guidance throughout IXKAA's transition to its new owner.

Service area	Included contribution	Boundary
Art development	Original campaign, character, product and storytelling artwork within agreed capacity	Large production packages or third-party teams require separate SOWs
Brand transition	Source-file organization, visual-system interpretation and knowledge transfer	Buyer owns operational migration and systems administration
Packaging	Creative direction, artwork and review of extensions	Engineering, testing, regulatory review and manufacturing remain buyer/vendor responsibilities
NFT / digital	Creative architecture, art direction, metadata concepts and collector experience	Smart contracts, cybersecurity, custody, tax and legal compliance handled by specialists
Merchandising	New licensed-product art and visual review	License negotiation, procurement and QA operations handled by buyer
Approvals	Guidance on correct application of art and brand standards	Final legal, regulatory, commercial and manufacturing approvals remain with buyer

Recommended commercial position

- Initial 24-month proposal carried forward for discussion: US\$20,000 per month for up to 40 hours, totaling US\$480,000 if agreed for the full term. These figures are neither approved terms nor an independently validated market rate. Final monthly fee and scope require signature.
- Reserved capacity includes meetings, reviews, correspondence, administration and agreed creative work. No rollover; no unlimited deliverables, exclusivity, 24/7 access, operating role or guaranteed launch is included.
- Additional services: US\$500 per hour or a mutually approved project SOW.
- Retainer payable monthly in advance; reasonable preapproved travel and out-of-pocket expenses reimbursed separately.

- Buyer termination without cause: proposed protection for the unpaid balance of the initial 24-month commitment, with the remedy and enforceability to be settled by counsel. Do not describe an unsigned proposal as a legally guaranteed payment.
- Stewardship fees are not an advance against, deduction from or substitute for the perpetual creator royalty.

See the separate Founder Creative Stewardship Agreement working draft included with this package.

Continuity after month 24

Vic is willing to continue developing the bonus projects and other agreed extensions after the initial stewardship period. A separate Creative Development Retainer must set the monthly fee, reserved hours, minimum term, approved deliverables, overages, expenses, credit, IP treatment and termination. Start discussions around month 21; availability is reserved only after both parties sign and the agreed initial payment clears.

For the buyer, the retainer secures defined founder capacity and an agreed approval process, not completion of all projects for one fee. For Vic, it creates a scheduled service obligation and reserved availability, not an obligation to fund staff, development, manufacturing, travel or marketing. Monthly fees are separate from acquisition consideration and the requested 3% royalty; unused buyer capacity is not a royalty credit.

Bonus implementation is not automatically included in the first 24 months. Any work requested during that term requires an approved SOW, either an explicit substitution within paid capacity or an additional fee. From month 25, new work requires the new retainer or another signed paid SOW. No later fee, minimum term or hourly rate has been set.

09 / DUE DILIGENCE

Data-room index and documentation checklist

The objective is to prove ownership, transferability, launch readiness and economic assumptions without overwhelming the buyer.

Folder	Contents	Owner	Status
00_Transaction	NDA, LOI, term sheet, bonus schedules, royalty agreement, retainer/SOW drafts, issue list and closing checklist	Seller + counsel	Open
01_Corporate	Vic identity, ownership declaration, any prior assignments, Syner8etic authority/payment mandate, entity records and approvals	Seller + counsel	Open
02_Trademarks	IXKAA, House, Ultimate Ring and Nahual unregistered-mark schedule; U.S./Mexico clearance, use evidence and filing strategy	IP counsel	Marks unregistered; work required
03_Copyrights	Work inventory, registrations, authorship, assignments and physical-original schedule	Seller + IP counsel	Open
04_Design_Source	Vector files, layered art, renders, packaging, fonts, licenses, ten-watercolor schedule and creation dates	Vic	In preparation
05_Contracts	Contractor, vendor, producer, distributor, platform and license agreements	Seller	Open
06_Product_Regulatory	Formulas, producer/CRT evidence, labels, COLAs, permits and product claims	Buyer operating team	Concept stage; approvals pending
07_Financial	Model, quote support, development spend, tax records and liabilities	Seller + advisers	Model v3; quotes pending
08_Digital_NFT	Wallets, smart contracts, metadata, code, audits, terms, privacy and vendors	Buyer + specialists	Concept stage
09_Commercial	Launch plan, pipeline, introductions, channels, domains and social assets	Vic	In preparation
10_Legal_Risk	Claims, disputes, liens, cease-and-desist letters, insurance and compliance review	Counsel	Open

Folder	Contents	Owner	Status
11_Bonus_Assets	B01–B04 manifest, concept/production status, source art, third-party terms, name/likeness permissions and transfer/license scope	Vic + IP counsel	Seller representation; evidence to assemble
12_Bonus_Development	App specification and store/privacy/security plan; card playtests and print bids; licensing samples/safety; beer producer and regulatory plan	Buyer + specialists + Vic	Not funded or completed
13_Creative_Cocontinuity	Initial 24-month fee decision; month-25 retainer, SOWs, capacity, credit, IP, royalty bases, termination and payment security	Vic + buyer + counsel	Negotiation required

DUE DILIGENCE

These responses reflect Vic's declarations and the proposed transaction terms. Outstanding verification and documentation are identified below.

1. Current ownership and signed evidence

Víctor Manuel Aguilar Guiza, professionally known as Vic A. Guiza, declares sole authorship and 100% ownership of his original IXKAA content and designs. Syner8etic LLC, wholly owned by Vic, serves as his negotiation vehicle; it does not presently hold those personally owned assets by assignment.

No signed authorship declaration, copyright registration or formal asset inventory currently exists. Ownership documentation will therefore require an itemized schedule, supporting original materials and a signed declaration. Future deliverables will be identified separately from assets already created.

2. Trademark clearance, filings and first-use evidence

The marks are unregistered, and no clearance searches or professional trademark reviews have been conducted.

The proposed sequence is to confirm the intended applicant and launch markets; search relevant trademark registers and commercial uses for identical or confusingly similar names and logos; obtain a clearance assessment; and prioritize filings for IXKAA and its essential identifiers, followed by approved extensions.

Mexico and the United States are the proposed initial jurisdictions. Counsel must determine the appropriate classes and descriptions for the actual offering, including spirits, beer, publications, collector cards, games, toys, apparel, software, digital goods and entertainment where applicable.

No first-use priority is asserted. Any future use-based claim must be supported by qualifying commercial evidence; concept files and promotional renders are not substitutes. An appropriate intent-to-use basis should be considered for U.S. applications where applicable.

3. Documentation of original authorship

Vic's authorship will be supported by available dated sketches, original artwork, editable files, written development materials and revision histories, together with a signed declaration identifying his contributions.

The record will distinguish human-created designs from AI-assisted conceptualizations and renderings. Creation dates will document development history without being presented as trademark priority dates. Definitive assignments will identify the specific transferable rights and works conveyed.

4. Contributors, AI and third-party materials

Vic alone developed the original content; no outside creative contributors participated. He confirms that no commercial fonts or stock assets are incorporated into the final deliverables.

AI was used to assist in conceptualizing and rendering his original designs. Applicable tool terms and the relationship between original inputs and resulting outputs will be documented during diligence.

Third-party images and collection styles were used as visual references during exploration. Those references are not acquisition assets, and their use as references does not confer reproduction rights. Final deliverables should be reviewed for any incorporated third-party expression requiring removal or permission.

5. Conflicts, liens and prior grants

Vic reports no assignments, licenses, options, security interests or known claims affecting the offered assets. No independent clearance or encumbrance review has been completed, so this statement is not a verified finding that all names and designs are conflict-free.

Any transaction-specific advisory or intermediary arrangements must be documented independently. Such arrangements do not confer authorship or ownership of IXKAA and are not included in the offered assets unless expressly stated in a definitive agreement.

6. Transfer scope

The proposed acquisition conveys 100% of Vic's transferable commercial rights across the scheduled IXKAA assets and included product categories. A separate contractual royalty of 3% is proposed for Vic; its calculation basis, duration, covered revenue and payment terms remain to be defined.

Delivery includes the scheduled physical originals and available digital files, together with tequilaixkaa.com and its www address. Associated website files, accounts and services must be individually identified and transferred where permitted.

Future creative deliverables within the acquisition document's agreed scope include character development, packaging design, watercolor artwork, NFT artwork and visual assets, graphic-novel artwork, mask designs and other expressly listed creative materials. Their delivery schedule, service period and rights-transfer conditions will be established in the definitive agreement.

Vic will retain one confidential archival backup solely for preservation and authorized project recovery, without retained commercial exploitation rights.

No existing beverage formulas, molds, manufacturing assets or transferable operating contracts are represented as included without express identification and supporting evidence. Personal introductions and commercial relationships are not guaranteed contracts.

7. Product and regulatory validation

No product claims or alcohol classifications have been validated by regulatory counsel or production partners. No product samples, beverage formulas or professional reviews currently exist.

Beverage descriptions and packaging are development concepts. Formulation, sourcing, classification, production feasibility, labeling and applicable approvals must be validated before commercial launch.

8. Financial inputs

No supplier quotations or professionally validated cost inputs exist. Proposed prices, quantities, production costs, margins and revenue projections remain planning assumptions.

The acquisition price, proposed 3% royalty and disclosed commission arrangement are transaction terms, not evidence of future sales or profitability. Financial models must distinguish these terms from operating projections.

9. Token infrastructure, wallets, metadata and customer data

There is no functional game or app code, no deployed token infrastructure and no existing customer base.

Control of future contracts, administrative wallets, metadata and customer data has not yet been assigned. The development and operating agreements must identify the responsible owner or operator and establish access controls, maintenance, hosting, security and data responsibilities.

Before deployment, the implementation plan must address compromised credentials, contract vulnerabilities, metadata or hosting failures, service discontinuation and customer communications. Recovery and refund commitments must reflect actual technical capabilities and agreed obligations.

BONUS-SPECIFIC CHECKS

- Shared rights and categories: The asset schedule will map the included characters and brands across beverages, publishing, NFTs, collector cards, games and merchandising, distinguishing existing materials from future deliverables.
- Physical game versus collector cards: Ultimate Ring Mano a Mano's physical trading card game will be listed separately from the core collector-card offering, with its own assets and development status.
- Software status: No functional game or app code exists. Mockups, illustrations and promotional materials must not be described as operational software.
- Apolinar Aguilar: The name belongs to Vic's deceased grandfather and is used as a personal tribute and inspiration. Any applicable name, likeness or estate permissions must be assessed for the intended uses and jurisdictions; none is represented as already obtained.
- Commercial restrictions: No asset licenses, options or security interests are reported. Any distribution, franchise, exclusivity or minimum-guarantee commitments must be expressly confirmed and recorded rather than assumed.
- Launch reviews: Separate app privacy and store-compliance, applicable toy/card safety, and beer regulatory reviews remain outstanding. The implementation agreement must allocate responsibility, budget and completion milestones.

10 / NEXT DECISIONS

Open items and closing workplan

These questions should be resolved before the package is treated as buyer-ready rather than an internal working draft.

Decision	Recommended starting position	Owner
Asset acquisition vs. entity acquisition	Asset acquisition	Transaction counsel
Royalty rate and base	Requested 3% perpetual creator royalty; expressly schedule core and bonus receipts, deductions, sublicense income, bundles and anti-double-counting rules	Vic + counsel + tax adviser
Stewardship fee	US\$20,000/month is the prior discussion proposal only; final amount and scope require approval. No negotiation floor is assumed.	Vic
Monthly availability	Up to 40 hours; no rollover	Vic
Termination protection	Remaining fees payable after buyer termination without cause, or negotiated buyout	Counsel
Governing law	New York or Delaware after adviser review	Counsel
Trademark filing plan	Priority search and filing before broad disclosure	IP counsel
Producer / importer structure	Separate certified tequila production from Mixes pathway	Buyer + operating advisers
Genesis 000 mechanics	Reserve for buyer; mint/transfer only after legal and technical clearance	Buyer + digital counsel
Founder's Kit quotations	Obtain low/base/high quotes and prototype lead times	Buyer + Vic
Bonus conveyance	List existing assets and choose assignment or express license per item; settle consideration allocation, territory, term, exclusivity and rights exclusions	Vic + IP and tax counsel
Post-month-24 retainer	Amount, capacity, start date, minimum term, cancellation protection and royalty coverage to be agreed in a separate signed engagement	Vic + buyer

Decision	Recommended starting position	Owner
Bonus launch budgets	Obtain independent app, physical game, licensee/sample and two-beer production budgets; no bonus forecast currently authorized	Buyer + specialists

Recommended next 30 days

- Engage U.S. transaction/IP counsel and Mexican tequila regulatory counsel.
- Complete the chain-of-title questionnaire and registration schedule.
- Confirm seller and buyer entities and proposed tax structure.
- Obtain production quotations for the Founder's Kit and first-edition book.
- Prepare the non-binding term sheet, royalty definition and stewardship agreement for counsel review.
- Open the indexed data room and upload evidence against the due-diligence checklist.
- Schedule a private acquisition conversation with the prospective buyer and its advisers.

CLOSING THOUGHT IXKAA is an original world: a bottle at its center, a licensing system around it and its creator guiding the first two years.

11 Bonus assets and future development

Additional expansion paths offered with the acquisition

The following four bonus concept/IP packages are offered to contribute to the success and expansion of the broader creative universe. They carry no incremental acquisition price and no modeled earnings or standalone valuation. Only specifically scheduled existing seller-owned rights are available at closing; development services, funding and commercial readiness are not included. All current seller-originated rights are declared by VICTOR MANUEL AGUILAR GUIZA to be his alone, subject to diligence.

ID and asset	Existing material to schedule	Further work and exclusions
BONUS 01 Ultimate Ring Mano a Mano Digital game app	Game identity, character artwork, app concept and visual mockups, to the extent created and verified. Proposed play against other users or the platform.	No completed software, multiplayer service, tested AI opponent, store listing, active users or approved game economy is represented. Code, game design, security, hosting and launch require separate development.
BONUS 02 Ultimate Ring Mano a Mano Physical trading card game	Related game identity, card-face/back artwork, pack concept and existing rules/character material identified in the manifest. Intended play against players/collectors.	Separate playable physical format of the same game concept. Final rules, balance, playtesting, card count, print files, quantities and manufacturing are to be developed. Not the core 25-design collector-card edition.
BONUS 03 Mass-market licensing extension	Existing Oro plush concept/sample art and separately listed graphics for potential mass-market categories.	An expansion opportunity, not signed licenses, guaranteed royalties, approved toys or finished inventory. SKU/category/channel boundaries must exclude items already counted in core merchandising.
BONUS 04 Nahual Apolinar Aguilar Clara and Oscura craft beer	The proposed beer identity and existing concept artwork for both Clara and Oscura presentations, as verified in the asset manifest.	No recipe, production capacity, brewery, permits, trademark registration, distribution contract or compliant final label is represented as included unless separately documented.

Status rule: supplied visuals are concept evidence, not certification of completion, rights clearance, market availability or product safety. The closing manifest must state actual status and delivery filenames. No automatic claim is made over third-party tools, stock, music, code, names, fonts or other creators' work.

Development boundaries and launch controls

Ultimate Ring is a standalone wrestling entertainment identity, not an IXKAA alcohol promotion. The proposed digital and physical games must not use IXKAA, tequila or Nahual branding to solicit alcohol consumption, offer alcohol-linked rewards, or direct minors toward alcohol purchases. Shared characters or visual motifs require an explicit rights and brand-separation review; a different title alone does not eliminate regulatory, trademark or platform risk [B-03].

The app may target iOS and Android, subject to development, age-rating, privacy, moderation, security and platform approvals. Do not use “available on the App Store/Google Play” or active download links until the app is actually approved and listed. User-versus-user and platform-opponent modes remain proposed features, not promised deliverables in the acquisition.

The physical game needs written rules, original or cleared text/art, playtesting, edition and SKU definitions, quality/safety review, prototype sign-off and a manufacturer quote. If packs contain randomized cards, consumer disclosures and applicable promotion/gambling rules require review. Its card quantities must not be taken from the 25 × 100 core collector-card allocation.

Mass-market licensing requires category/territory/channel definitions, quality standards, art approval deadlines, licensee due diligence, product safety, insurance, minimum guarantees (if agreed), royalty reporting and enforcement. The Oro plush is an initial concept example, not evidence of a retail or licensing contract. Any child-oriented product requires special separation from alcohol branding and advertising.

Clara and Oscura are two proposed beer variants, not production-ready formulas. Buyer and qualified partners must establish brewing/formulation, rights to recipes, label and claims review, required permits/approvals, taxes, distribution, insurance, recall responsibility and adult-only alcohol marketing. “Clara” describes the intended pale/light-colored style; do not claim reduced alcohol or calories without substantiation [B-04].

Who funds and develops the bonus programs

Buyer controls launch decisions and funds approved outside developers, engineers, printers, manufacturers, brewers, legal filings, insurance, testing, inventory, distribution and marketing. Vic provides only separately contracted creative services and approvals within agreed capacity. Neither the bonus offer nor the royalty obligates him to personally finance or complete the programs. The initial 24-month engagement does not promise completion of all four bonuses.

Closing and future work checklist

Required decision or record	What must be explicit before reliance
Rights holder and authority	Signed declaration by VICTOR MANUEL AGUILAR GUIZA; creation history, contributor assignments, third-party/AI disclosures, liens and prior grants. Document any limited Syner8etic role.
Manifest and delivery	For B01–B04 list each original, file/version, format, status, location, delivery date, owner, exclusions and acceptance evidence; distinguish physical originals from copyright.
Transfer or license	Choose per item; define rights/media, derivative uses, territory, term, exclusivity, sublicensing, goodwill where relevant and consideration allocation. No unstated future-work grant.
Names and characters	Clear Ultimate Ring, Mano a Mano, Nahual and Apolinar Aguilar, logos, characters and likeness rights. Authorship alone does not clear a mark [B-05].
Requested 3% royalty	Specify covered core and bonus revenues, licensee receipts, app-store economics, deductions, bundles, related parties, reporting, audit, payment security and successor obligations. No royalty waiver from the word bonus; no duplicate charge on the same receipt.
Month 25 engagement	Agree monthly fee, reserved hours, term, start date, overages, review cadence, deliverables, dependencies, approval timelines, expenses, credit and IP. No automatic extension; no amount approved yet.
Termination and continuity	Set notice, breach/cure, treatment of prepaid fees, a stated early-exit payment if agreed, handover and survival. Any payment guarantee must name amount, trigger and security, subject to counsel.
Budgets and release gates	Independent funded SOW and cost schedule for each bonus; legal/platform/product approvals before release. Do not add projected profits to the current model without a separate approved scenario.

Cross-border drafting: counsel must preserve non-waivable author rights and determine valid written transfer/license terms and limits on future works under applicable law. “Perpetual creator royalty” describes the requested commercial payment protection, not a promise that all IP rights or licenses can legally last forever in every jurisdiction [B-01, B-06].

Private transaction and creative-services contact: ceo@syner8etic.com. Payment instructions must be verified separately; an email address does not change title to the assets.

APPENDIX A

Market, regulatory and legal references

Selected 2024+ market evidence and primary or first-party legal/operating references. Advisers must verify applicability and currency at execution.

Reference	URL
M-01 DISCUS - 2024 U.S. Tequila/Mezcal Fact Sheet	https://distilledspirits.org/wp-content/uploads/2025/02/Copy-of-2024-TequilaMezcal-in-the-U.S.-Fact-Sheet-NEW1-1.pdf
M-02 DISCUS - 2025 Annual Briefing (2024 data)	https://distilledspirits.org/wp-content/uploads/2025/02/FINAL-DISCUS-Annual-Economic-Briefing-Presentation-2025.pdf
M-03 IWSR - Gen Z and tequila-based RTDs	https://www.theiwsr.com/insight/how-might-gen-z-reshape-beverage-alcohol-in-the-us/
M-04 WWE - Acquisition of AAA	https://corporate.wwe.com/about/news/2025/04-21-2025
M-05 WWE - TripleMania XXXIII records	https://corporate.wwe.com/about/news/2025/08-18-2025-1
M-06 Kickstarter - Creative Download 2024	https://updates.kickstarter.com/the-creative-download-2024/
M-07 Publishers Weekly - Kickstarter comics 2024	https://www.publishersweekly.com/pw/by-topic/industry-news/comics/article/100696-inside-the-brave-new-world-of-kickstarter-comics.html
M-08 Fanatics - Collect marketplace launch	https://investor.fanatics.com/news/news-details/2024/Fanatics-Launches-New-Collectibles-Marketplace-Fanatics-Collect/default.aspx
M-09 eBay / PSA - collector authentication integration	https://www.ebayinc.com/stories/news/collectors-and-ebay-transactions-close-summer-launch-expected-for-integrated-end-to-end-hobby-experience/
M-10 DappRadar - 2024 NFT industry overview	https://dappradar.com/blog/dapp-industry-report-2024-overview
M-11 Licensing International study summary - 2024 data	https://www.licenseglobal.com/licensing-resources/the-global-licensing-industry-study-infographic
M-12 Tilray - FY2024 beverage-alcohol margin	https://ir.tilray.com/news-releases/news-release-details/tilray-brands-reports-record-financial-results-achieves-26-net/

Reference	URL
M-13 MGP - 2024 Annual Report	https://ir.mgpingredients.com/sec-filings/all-sec-filings/content/0001628280-25-007962/mgpi-20241231.htm
Buyer-specific profile sources omitted from this universal edition.	
TTB - Importing bottled alcohol beverages	https://www.ttb.gov/import-export/itd/importing-bottled-alcohol-beverages-into-the-united-states
TTB - Maintaining compliance; importer/wholesaler	https://www.ttb.gov/business-central/maintaining-compliance-as-an-alcohol-importer-exporter-or-wholesaler
TTB - Distilled spirits labeling and formulation approval	https://www.ttb.gov/regulated-commodities/beverage-alcohol/distilled-spirits/labeling-and-formulation-approval
TTB - Certificate of age and origin requirements	https://www.ttb.gov/import-export/itd/certificate-of-age-and-origin-requirements-for-imported-alcohol-beverages
Mexico DOF - NOM-006-SCFI-2012	https://dof.gob.mx/normasOficiales/4970/seeco11_C/seeco11_C.html
Consejo Regulador del Tequila - Certification body	https://www.crt.org.mx/en/certification-body/
USPTO - Trademark ownership transfers	https://www.uspto.gov/trademarks/trademark-assignments-change-search-ownership
U.S. Copyright Office - Title 17, Chapter 2	https://www.copyright.gov/title17/92chap2.html
IRS - Form 8594 asset acquisition statement	https://www.irs.gov/forms-pubs/about-form-8594
Specialty Blends - Company site	https://ilovemargaritas.com/
Specialty Blends - Our story	https://ilovemargaritas.com/our-story/
SEC-filed transition consulting example - \$15,000/month	https://www.sec.gov/Archives/edgar/data/70866/000119312525020393/d817151dex102.htm

Reference	URL
SEC-filed transition consulting example - \$25,000/month	https://www.sec.gov/Archives/edgar/data/1760689/000176068922000014/zheng-transitionconsulting.htm
B-01 Ownership, physical originals and signed transfers — U.S. Copyright Office; reviewed 12 September 2026	https://www.copyright.gov/title17/92chap2.html
B-02 Limits of copyright protection — U.S. Copyright Office Circular 33; reviewed 12 September 2026	https://www.copyright.gov/circs/circ33.pdf
B-03 App review, safety, completeness and privacy — Apple, sections 1.4.3, 2.1 and 5.1; reviewed 12 September 2026	https://developer.apple.com/app-store/review/guidelines/
B-04 Beer labeling and formulation — TTB; reviewed 12 September 2026	https://www.ttb.gov/regulated-commodities/beverage-alcohol/beer/labeling-and-formulation
B-05 Unregistered rights and trademark searches — USPTO; reviewed 12 September 2026	https://www.uspto.gov/trademarks/basics/why-register-your-trademark
B-06 Moral rights, transfers and future works — Mexico LFDA arts. 18–19, 30–34; reviewed 12 September 2026	https://www.diputados.gob.mx/LeyesBiblio/pdf/LFDA.pdf

Prepared for private discussion by Vic Guiza — VICTOR MANUEL AGUILAR GUIZA.

Acquisition discussions: Direct with Vic Guiza.

Contact: ceo@syner8etic.com.

Version 3 updates bonus scope, current ownership and paid creative continuity; historical market evidence and unverified operating assumptions remain subject to diligence.

IXKAA

ACQUISITION FINANCIAL MODEL

Version 3 - Concept-stage project - Hypothetical scenarios only

Prepared for prospective buyers / Designated Buyer Entity

All figures are editable planning assumptions unless otherwise noted. This PDF is a clean presentation render of the uploaded workbook.

IXKAA — ACQUISITION FINANCIAL MODEL

Concept-stage project · Version 3 · Unregistered and to be developed · Hypothetical scenarios only

HEADLINE ECONOMICS	
Proposed acquisition price	\$1,500,000
Potential collector gross @ 100%	\$4,275,000
Base collector gross @ 75%	\$3,206,250
Base contribution	\$1,776,938
Base contribution less acquisition	\$276,938
Kit recovery threshold	937
Recovery threshold as % of kit edition	62.5%
Proposed 24-month stewardship fees	\$480,000

Scenario	Contribution	Acquisition price
Downside	\$1,184,625	\$1,500,000
Base	\$1,776,938	\$1,500,000
Upside	\$2,369,250	\$1,500,000

What is included	What is excluded	Why
1,500 VIP Founder's Kits	Tequila revenue	Excluded only from collector recovery; modeled separately
3,500 standalone novels	IXKAA Mixes revenue	Excluded only from collector recovery; modeled separately
Illustrative COGS	NFT mint revenue	Requires program design, platform and legal review
Illustrative selling costs	Licensing contribution	Excluded from recovery; modeled separately
Requested 3% perpetual creator royalty	Corporate overhead / taxes	Buyer-specific and diligence-dependent

This is a concept-stage development opportunity, not an operating business or registered IP portfolio. All volumes, prices and margins are hypothetical planning assumptions, not actual IXKAA sales, verified bids or promised returns. No retainer is requested merely to review existing materials during due diligence. Development, registration and launch require separate investment.

ILLUSTRATIVE OPERATING-SCALE SNAPSHOT			
Annual scenario	Consumer retail sell-through	Brand net / licensing receipts	Contribution
1,000,000 IXKAA Mixes cans	\$4,990,000	\$2,245,500	\$549,035
100,000 liters premium tequila	\$33,333,250	\$13,333,300	\$4,666,655
\$10M core licensed-merchandise retail	\$10,000,000	\$500,000	\$410,000
Combined illustration	\$48,323,250	\$16,078,800	\$5,625,690

Illustrative combined annual contribution is shown before fixed corporate overhead, financing, taxes, working capital, capital expenditure and launch timing. It combines one Mixes case, one tequila case and a licensed-merchandise case only to show economic scale; it is not a forecast and must not be presented as ROI.

WHY THE MODEL IS CREDIBLE
The workbook separates retail sell-through from brand revenue, explicitly deducts channel/distribution economics, landed production, marketing, sales/logistics/administration and the requested 3% creator royalty, and keeps the collector recovery case independent. Public-company beverage-alcohol gross margins near the mid-40% range are used only as an external reasonableness reference—not as an IXKAA forecast.

BONUS & CREATIVE CONTINUITY		
Item	Value	Interpretation

Base less price + 24-mo fees		-\$203,062	Before other unmodeled costs; proposed US\$20k/month, not agreed.
Post-month-24 service fee total	TBD		Undetermined; optional new retainer, not included in price or core recovery.
Four bonus programs	NOT MODELED		No assigned standalone value, sales or profit; see Bonus Register.
Requested royalty		3%	3% requested; core and bonus coverage/base to be expressly agreed.

Current rights are declared by VICTOR MANUEL AGUILAR GUIZA (Vic Guiza), subject to verified title and disclosed exceptions. Syner8etic LLC is not presumed to co-own them. Only expressly scheduled rights transfer at closing; future services require paid written scopes. Contact: ceo@syner8etic.com.

Version 3 preserves v2 core volumes, prices and cost assumptions. Proposed fees are not approved terms. B01 app, B02 physical card game, B03 incremental mass licensing and B04 Nahual Clara/Oscura are excluded from acquisition justification and all current operating/collector cases; unbudgeted costs are not zero.

IXKAA — MODEL ASSUMPTIONS

Blue = editable input · Green = cross-sheet link · Yellow = negotiation item / requires confirmation

TRANSACTION & SERVICE ASSUMPTIONS					
Assumption	Value	Status / note	Downside	Base	Upside
Proposed acquisition price	\$1,500,000	User-supplied headline price	50%	75%	100%
Perpetual creator royalty	3%	Requested 3%; expressly define core/bonus receipts, permitted deductions and no duplicate creator charge.	Collector sell-through	Collector sell-through	Collector sell-through
Stewardship monthly fee	\$20,000	Prior US\$20k/month proposal from closing only; not a due-diligence fee or approved post-term rate.	Illustrative	Illustrative	Illustrative
Stewardship term (months)	24	Fixed service term	No tequila, Mixes, NFT mint or licensing revenue included	No tequila, Mixes, NFT mint or licensing revenue included	No tequila, Mixes, NFT mint or licensing revenue included
Additional work hourly rate	500	Prior US\$500/hour proposal only; extra work requires written approval.			

VIP FOUNDER'S KIT — EDITION OF 1,500		
Unit COGS component	US\$ / kit	Basis
Bottle allocation	90	Illustrative supplied bottle / finished goods cost
Collector mask	175	Illustrative premium manufactured mask
Limited-edition graphic novel	30	Manufacturing allocation within kit
Limited trading card	4	25 designs; 100 of each design across program
Limited art print	15	5 designs; 500 of each across program
NFT / NFC certificate	18	Minting, tag and provisioning allowance
Premium presentation case	110	Rigid custom case allowance
Limited-edition T-shirt	28	Premium apparel allowance
Assembly and quality control	30	Kitting / inspection
Inbound freight, duties and reserve	45	Illustrative blended allowance
Total unit COGS	\$545	Formula

Commercial input	Value	Basis
Available kits	1,500	Limited worldwide edition
Retail price per kit	\$2,500	User-supplied price

Variable selling cost	Rate	Basis
Payment processing	3%	Rounded assumption; Stripe public rate is 2.9% + \$0.30
Pick, pack and fulfillment	2.5%	Illustrative percentage of retail
Launch marketing	9%	Illustrative variable allocation
Creator royalty	3%	Linked to transaction royalty placeholder
Returns / service reserve	2%	Illustrative reserve
Total variable selling rate	19.5%	Formula

GRAPHIC NOVEL — 3,500 INDIVIDUAL COPIES		
Commercial input	Value	Basis
Available standalone copies	3,500	Completes 5,000-copy first edition
Retail price per copy	\$150	Recommended premium limited-edition price

Unit COGS component	US\$ / copy	Basis
Premium book manufacturing	32	Illustrative hardcover / finishing
NFT certificate	8	Minting and provisioning
Protective packaging	6	Mailer and presentation protection
Inbound freight / duties	5	Illustrative blended allowance
Total unit COGS	\$51	Formula

Variable selling cost	Rate	Basis
Payment processing	3%	Rounded public-rate assumption
Pick, pack and fulfillment	8%	Illustrative
Launch marketing	15%	Illustrative
Creator royalty	3%	Linked to transaction royalty placeholder
Returns / service reserve	5%	Illustrative reserve
Total variable selling rate	34%	Formula

Important: all production, fulfillment, marketing and reserve figures are planning assumptions—not vendor quotes. Replace blue cells with validated bids before reliance. The model excludes tequila, IXKAA Mixes, NFT mint and licensing revenue from the acquisition-recovery case.

OPERATING SCALE — IXKAA MIXES					
Commercial input	Value	Planning basis	Annual cans	Landed COGS / can	Scale note
Consumer retail per can	\$4.99	Premium tequila-based RTD planning price	100,000	\$1.55	Pilot / regional
Brand net realization	45%	After retailer / wholesaler / importer economics and trade deductions	500,000	\$1.30	Regional expansion
Marketing	12%	% of brand net sales	1,000,000	\$1.18	Multi-market
Sales, outbound logistics & administration	8%	% of brand net sales	5,000,000	\$0.98	National-scale planning
Perpetual creator royalty	3%	Linked to requested 3% royalty	10,000,000	\$0.88	Large national program
Can size (liters)	0.4	12 fl oz equivalent			

OPERATING SCALE — PREMIUM TEQUILA					
Commercial input	Value	Planning basis	Annual liters	Landed COGS / bottle	Scale note
Consumer retail per 750mL bottle	\$250	Current IXKAA premium positioning	10,000	\$55	Small-batch / launch
Brand net realization	40%	After retailer / wholesaler / importer economics and trade deductions	100,000	\$42	Regional / multi-state
Marketing	12%	% of brand net sales	500,000	\$35	National-scale planning
Sales, outbound logistics & administration	8%	% of brand net sales	1,000,000	\$32	Large national program
Perpetual creator royalty	3%	Linked to requested 3% royalty			
Bottle size (liters)	0.8	750mL planning format			

CORE MERCHANDISING & LICENSING — BONUS 03 EXCLUDED					
Commercial input	Value	Planning basis	Annual retail sell-through	Use	Scope
Licensee wholesale as % of retail	50%	Planning convention	\$1,000,000	Scenario	Core masks/apparel/collectibles only; no incremental bonus SKUs.
IXKAA license royalty on wholesale	10%	Illustrative third-party licensing rate; deal-specific	\$5,000,000	Scenario	Core masks/apparel/collectibles only; no incremental bonus SKUs.

CORE MERCHANDISING & LICENSING — BONUS 03 EXCLUDED

Commercial input	Value	Planning basis	Annual retail sell-through	Use	Scope
Licensing administration	15%	% of IXKAA licensing receipts	\$10,000,000	Scenario	Core masks/apparel/collectibles only; no incremental bonus SKUs.
Creator royalty on licensing receipts	3%	Requested 3% on core licensing receipts; covered bonus receipts to be separately defined.	\$25,000,000	Scenario	Core masks/apparel/collectibles only; no incremental bonus SKUs.
Direct merchandise brand net realization	65%	Blended DTC / retail planning assumption	\$50,000,000	Scenario	Core masks/apparel/collectibles only; no incremental bonus SKUs.
Direct merchandise COGS	\$0.35	% of brand net sales			
Direct merchandise marketing	12%	% of brand net sales			
Direct fulfillment, returns & administration	15%	% of brand net sales			
Creator royalty on direct merchandise	3%	Linked to requested 3%			

Operating-scale cases are illustrative, not forecasts or guarantees. B01–B04 bonus programs are outside all current cases; their revenues and costs are undetermined, not zero. Existing core merchandising remains modeled without a duplicate Bonus 03 uplift. Confirm channel economics, costs and IP/royalty scope with advisers and vendor quotes.

IXKAA — UNIT ECONOMICS

Collector launch only; all cells calculate from Assumptions

Product	Units	Retail / unit	Unit COGS	Variable rate	Variable \$ / unit	Contribution / unit	Contribution margin	Gross @ 100%	Contribution @ 100%
VIP Founder's Kit	1,500	\$2,500	\$545	19.5%	487.5	\$1,468	\$0.59	\$3,750,000	\$2,201,250
Graphic Novel — standalone	3,500	\$150	\$51	34%	51	\$48	\$0.32	\$525,000	\$168,000

EDITION LOGIC			
First-edition books in kits		1,500	1,500
Standalone first-edition books		3,500	3,500
Total first edition		5,000	5,000
Founder kits		1,500	1,500

Interpretation: contribution is revenue after illustrative product COGS and variable selling costs, but before corporate overhead, taxes, financing, acquisition integration costs and the separately compensated 24-month stewardship agreement.

IXKAA — RECOVERY SCENARIOS

Collector recovery only; no incremental bonus revenue or costs included. Fees below remain proposals.

Metric	Downside	Base	Upside
Sell-through	50%	75%	100%
Kits sold	750	1,125	1,500
Standalone novels sold	1,750	2,625	3,500
Kit gross revenue	\$1,875,000	\$2,812,500	\$3,750,000
Novel gross revenue	\$262,500	\$393,750	\$525,000
Total gross revenue	\$2,137,500	\$3,206,250	\$4,275,000
Kit contribution	\$1,100,625	\$1,650,938	\$2,201,250
Novel contribution	\$84,000	\$126,000	\$168,000
Total contribution	\$1,184,625	\$1,776,938	\$2,369,250
Proposed acquisition price	\$1,500,000	\$1,500,000	\$1,500,000
Contribution less acquisition price	-\$315,375	\$276,938	\$869,250
Contribution / acquisition price	\$0.79	\$1.18	\$1.58
Proposed 24-month stewardship fees	\$480,000	\$480,000	\$480,000
Price + proposed 24-month fees	\$1,980,000	\$1,980,000	\$1,980,000
Base-case kit recovery threshold	Kits	% of edition	Interpretation
After base-case standalone-novel contribution	937	62.5%	Approximate units required to cover acquisition price
Including proposed initial-term fees	Downside	Base	Upside
Contribution less price and 24-mo fees	-\$795,375	-\$203,062	\$389,250
Kits needed: price + fees, after novels	\$1,292	\$1,264	\$1,235
Share of 1,500-kit edition	86.1%	84.3%	82.3%
Post-month-24 service fees	TBD — excluded	TBD — excluded	TBD — excluded
All four bonus programs	NOT MODELED	NOT MODELED	NOT MODELED
This is a contribution bridge, not cash-flow payback or ROI. Fixed overhead, taxes, financing, working capital, capital expenditure, outside development and the unpriced month-25 engagement remain excluded. A bonus is not a source of assumed cash to cover a shortfall.			

IXKAA — MODEL CHECKS

Every check should display OK before the model is circulated

Check	Status	Purpose
First edition totals 5,000	OK	1,500 kit copies + 3,500 standalone copies
Founder kit edition totals 1,500	OK	Limited-edition kit count
Royalty is exactly 3%	OK	Requested perpetual creator royalty
Kit unit contribution is positive	OK	Tests planning economics
Novel unit contribution is positive	OK	Tests planning economics
Scenario sell-through is ordered	OK	Downside $\leq$ base $\leq$ upside
Base scenario contribution ties	OK	Tests scenario aggregation
Collector recovery excludes expansion	OK	Formula test: collector contribution sums kits and novels only. Bonus programs are not an added revenue line.
Mixes volumes are ordered	OK	100k to 10M cans
Tequila liters are ordered	OK	10k to 1M liters
1M-can contribution is positive	OK	Operating scale sanity check
100k-liter tequila contribution is positive	OK	Operating scale sanity check
Merch licensing contribution is positive	OK	Licensing model sanity check

MODEL STATUS: READY FOR ASSUMPTION REVIEW

V3 checks	Status	Purpose
Exactly four bonus programs	OK	B01 app, B02 cards, B03 mass licensing, B04 Clara/Oscura beer.
Initial fee bridge ties	OK	Base contribution less acquisition and proposed initial fees.
Post-term fee default is unset	OK	Empty inputs produce TBD, never silently zero.
Post-term excluded from base	OK	Optional continuity does not change core recovery or operating snapshot.
Core merchandising scope disclosed	OK	No additional bonus markup in the preserved core merchandise calculation.
Core royalties linked	OK	Retainer plan uses the requested 3%; no new bonus receipts invented.
Four bonus rows excluded	OK	All bonus rows visibly state NOT MODELED.

IXKAA — SOURCES & AUDIT TRAIL

Official sources where available; user-supplied commercial assumptions identified separately

ID	Topic	Source / URL	Accessed	Use in package / model
S-01	Commercial assumptions	Provided by Vic Guiza in project instructions	2026-09-05	\$1.5M acquisition, 1,500 kits at \$2,500, 3,500 standalone books
S-02	Payment processing	https://stripe.com/pricing	2026-09-05	Reference for rounded 3% payment input
S-03	Copyright transfers	https://www.copyright.gov/title17/92chap2.html	2026-09-05	Written and signed transfer requirement; counsel to apply
S-04	Trademark assignments	https://www.uspto.gov/trademarks/maintain/ownership-change	2026-09-05	Recordation and ownership-change workflow
S-05	Asset allocation filing	https://www.irs.gov/forms-pubs/about-form-8594	2026-09-05	Asset acquisition tax-allocation diligence
S-06	TTB importer permit	https://www.ttb.gov/importers/importing-bottled-alcohol-beverages-into-the-united-states	2026-09-05	US alcohol importer requirements
S-07	TTB label approval	https://www.ttb.gov/labeling/colas	2026-09-05	COLA planning
S-08	Tequila standard	https://www.dof.gob.mx/nota_detalle.php?codigo=5282165&fecha=13/12/2012	2026-09-05	NOM-006-SCFI-2012 production framework
S-09	Tequila certification	https://www.crt.org.mx/index.php/en/certificacion	2026-09-05	CRT certification / supply-chain diligence
S-10	Specialty Blends	https://specialtyblends.com/	2026-09-05	Potential Mixes / agave-wine pathway; not represented as confirmed tequila distributor
S-11	Stewardship benchmark	SEC-filed transition consulting agreement reviewed: \$15,000/month	2026-09-05	Context only; not determinative
S-12	Stewardship benchmark	SEC-filed consulting agreement reviewed: \$25,000/month	2026-09-05	Context only; not determinative
S-13	Cost assumptions	Illustrative planning estimates pending vendor bids	2026-09-05	All blue product-cost and variable-rate inputs
S-14	Royalty	Requested transaction position	2026-09-05	3% perpetual creator royalty; revenue bases remain subject to definitive drafting
S-15	U.S. tequila 2024	https://distilledspirits.org/wp-content/uploads/2025/02/Copy-of-2024-TequilaMezcal-in-the-U.S.-Fact-Sheet-NEW1-1.pdf	2026-09-05	32.2M 9-liter cases; premium-tier context
S-16	U.S. spirits / RTD 2024	https://distilledspirits.org/wp-content/uploads/2025/02/FINAL-DIS-CUS-Annual-Economic-Briefing-Presentation-2025.pdf	2026-09-05	RTD and tequila category growth; spirits-based RTD share
S-17	Tequila-based RTD preference	https://www.theiwsr.com/insight/how-might-gen-z-reshape-beverage-alcohol-in-the-us/	2026-09-05	60% preference among legal-drinking-age Gen Z; 41% all RTD drinkers
S-18	WWE / AAA	https://corporate.wwe.com/about/news/2025/04-21-2025	2026-09-05	Lucha libre's U.S./global content and commercial crossover
S-19	TripleMania 2025	https://corporate.wwe.com/about/news/2025/08-18-2025-1	2026-09-05	4.3M 24-hour views; 208M social views; record merchandise
S-20	Independent creative funding	https://updates.kickstarter.com/the-creative-download-2024/	2026-09-05	\$706M pledged to successful projects in 2024
S-21	Kickstarter Comics 2024	https://www.publishersweekly.com/pw/by-topic/industry-news/comics/article/100696-inside-the-brave-new-world-of-kickstarter-comics.html	2026-09-05	Reported \$46.5M across 3,414 comics projects
S-22	Trading-card marketplace	https://investor.fanatics.com/news/news-details/2024/Fanatics-Lauches-New-Collectibles-Marketplace-Fanatics-Collect/default.aspx	2026-09-05	Dedicated marketplace, auctions and collector services
S-23	Cards authentication / vault	https://www.ebayinc.com/stories/news/collectors-and-ebay-transactions-close-summer-launch-expected-for-integrated-end-to-end-hobby-experience/	2026-09-05	eBay / PSA integration for trading-card collectors
S-24	NFT market 2024	https://dappradar.com/blog/dapp-industry-report-2024-overview	2026-09-05	NFT volume and sales declined; supports utility-first positioning
S-25	Global licensing 2024	https://www.licenseglobal.com/licensing-resources/the-global-licensing-industry-study-infographic	2026-09-05	\$369.6B licensed retail; \$149.8B entertainment/characters
S-26	Beverage alcohol margin benchmark	https://ir.tilray.com/news-releases/news-release-details/tilray-brands-reports-record-financial-results-achieves-26-net/	2026-09-05	FY2024 beverage-alcohol gross margin of 44%
S-27	Branded spirits margin benchmark	https://ir.mgpingredients.com/sec-filings/all-sec-filings/content/0001628280-25-007962/mgpi-20241231.htm	2026-09-05	2024 branded spirits margin context

ID	Topic	Source / URL	Accessed	Use in package / model
Buyer-specific profile source omitted from this universal edition.				
S-29	Bonus scope and ownership	Vic Guiza instructions and attached v2 documents	2026-09-12	Four bonuses; no incremental acquisition price or modeled returns; all current seller-originated rights declared in full legal name.
S-30	Retainer proposals	Attached Stewardship Agreement v2; not an external market benchmark	2026-09-12	US\$20k/month, 40 hours, US\$500/hour carried forward as initial negotiation figures only. Post-term inputs intentionally blank.
S-31	Paid continuity / budget treatment	Version 3 negotiation framework; new fee/term not approved	2026-09-12	Optional month-25 retainer; no automatic renewal. No bonus forecast. Buyer funds approved outside costs.
S-32	Authorship and signed transfers	https://www.copyright.gov/title17/92chap2.html	2026-09-12	Distinguish current author, physical originals, written transfers and reserved rights; counsel to apply.
S-33	Mexico author rights and future work	https://www.diputados.gob.mx/LeyesBiblio/pdf/LFDA.pdf	2026-09-12	Counsel review: arts. 18–19 and 30–34; moral rights, transfers and defined future works.
S-34	Game safety and store readiness	https://developer.apple.com/app-store/review/guidelines/	2026-09-12	Separate games from alcohol promotion; review age/privacy/safety; no "available" claim until actual approval/release.
S-35	Beer development and labeling	https://www.ttb.gov/regulated-commodities/beverage-alcohol/beer/labeling-and-formulation	2026-09-12	Nahual Clara/Oscura requires separate producer, formula/label/permit diligence; artwork is not an operating approval.
S-36	Unregistered trademark status	https://www.uspto.gov/trademarks/basics/why-register-your-trade-mark	2026-09-12	Authorship does not establish nationwide trademark clearance; verify names, use and registrations.
S-37	Project stage and diligence fee	Founder clarification in this conversation	2026-09-12	Unregistered concept-stage opportunity; no operating results or completed products represented. No fee merely for diligence review; new work requires a paid SOW.

IXKAA — MARKET VALIDATION BRIEF

2024+ evidence for the category stack; sources and links are listed in Sources

Market	2024+ evidence	Observed signal	Implication for IXKAA	Source ID(s)
U.S. tequila	32.2M 9-liter cases sold in 2024; super-premium near 8.0M cases	Large category with durable premium tier	A premium bottle can create the brand halo, but launch cases must remain selective	S-15, S-16
Spirits RTD	Cocktails/RTDs grew 17.0% by volume in 2024 and added \$468M in supplier revenue	One of spirits' clearest growth lanes	IXKAA Mixes can extend reach without replacing the premium bottle	S-16
Tequila RTD	Tequila is the preferred RTD base for 60% of legal-drinking-age Gen Z vs. 41% of all U.S. RTD drinkers	Agave relevance is especially high among younger legal-age consumers	Test tequila-forward flavors and cultural storytelling while maintaining responsible marketing	S-17
Lucha libre	WWE announced its AAA acquisition; TripleMania XXXIII later drew 4.3M views in 24 hours and record merchandise sales	Masked characters travel as live spectacle, content and commerce	The four Guardians can become ring-ready identities under performer agreements	S-18, S-19
Independent graphic novels	Kickstarter reported \$706M pledged to successful projects in 2024; reporting on its Comics data cited \$46.5M across 3,414 projects	Premium publishing can fund and activate fandom directly	Use the novel as canon, collector object and customer-acquisition engine	S-20, S-21
Trading cards	Fanatics launched a dedicated marketplace and partnered with Sotheby's; eBay/PSA expanded authentication and vault integration	Specialist infrastructure supports primary and secondary collecting	Numbered cards can bridge product, story and authenticated scarcity	S-22, S-23
NFTs	DappRadar reported 2024 NFT trading volume down 19% and sales down 18% year over year	The market is real but cyclical and speculation-sensitive	Position NFTs as provenance, access and physical certification—not an ROI promise	S-24
Licensing	Licensed products and services generated \$369.6B in 2024; entertainment/characters represented \$149.8B	Character-led IP is a major global commercial category	Design product extensions from the mask system and protect quality through stewardship	S-25

Evidence validates the existence of the markets, not IXKAA's eventual share. The operating model therefore uses transparent scenario volumes and editable cost assumptions rather than claiming a market-share forecast. All alcohol activation must target legal-drinking-age audiences and comply with state and federal rules.

IXKAA MIXES — ANNUAL VOLUME SCENARIOS

Illustrative 12 fl oz / 355mL cans · 3% creator royalty included · not a forecast

Scenario	Cans	Retail / can	Consumer retail	Brand net %	Brand net sales	Landed COGS / can	Production	Marketing	Sales / logistics / admin	Creator royalty	Contribution
Pilot	100,000	\$4.99	\$499,000	45%	\$224,550	\$1.55	\$155,000	\$26,946	\$17,964	\$6,736	\$17,904
Regional	500,000	\$4.99	\$2,495,000	45%	\$1,122,750	\$1.30	\$650,000	\$134,730	\$89,820	\$33,682	\$214,518
1M case	1,000,000	\$4.99	\$4,990,000	45%	\$2,245,500	\$1.18	\$1,180,000	\$269,460	\$179,640	\$67,365	\$549,035
National	5,000,000	\$4.99	\$24,950,000	45%	\$11,227,500	\$0.98	\$4,900,000	\$1,347,300	\$898,200	\$336,825	\$3,745,175
Large national	10,000,000	\$4.99	\$49,900,000	45%	\$22,455,000	\$0.88	\$8,800,000	\$2,694,600	\$1,796,400	\$673,650	\$8,490,350

Reading the 1M-can row: consumer sell-through is not buyer revenue. The model first converts retail to estimated brand net sales, then deducts landed production, marketing, sales/logistics/administration and the requested 3% creator royalty. Contribution remains before fixed corporate overhead, financing, taxes and working capital.

IXKAA TEQUILA — ANNUAL VOLUME SCENARIOS

750mL equivalent bottles · 3% creator royalty included · not a forecast

Scenario	Liters	750mL bottles	Retail / bottle	Consumer retail	Brand net %	Brand net sales	Landed COGS / bottle	Production	Marketing	Sales / logistics / admin	Creator royalty	Contribution
Launch	10,000	13,333	\$250	\$3,333,250	40%	\$1,333,300	\$55	\$733,315	\$159,996	\$106,664	\$39,999	\$293,326
100k liters	100,000	133,333	\$250	\$33,333,250	40%	\$13,333,300	\$42	\$5,599,986	\$1,599,996	\$1,066,664	\$399,999	\$4,666,655
500k liters	500,000	666,667	\$250	\$166,666,750	40%	\$66,666,700	\$35	\$23,333,345	\$8,000,004	\$5,333,336	\$2,000,001	\$28,000,014
1M liters	1,000,000	1,333,333	\$250	\$333,333,250	40%	\$133,333,300	\$32	\$42,666,656	\$15,999,996	\$10,666,664	\$3,999,999	\$59,999,985

The 100,000-liter row equals approximately 133,333 750mL bottles. At a \$250 consumer price, retail sell-through is about \$33.3M; estimated brand net sales are \$13.3M; modeled contribution is about \$4.67M after the specified operating deductions. This is a scenario, not a promise of price, placement, capacity or sell-through.

IXKAA — CORE MERCHANDISING & LICENSING

Core categories only · Bonus 03 incremental mass licensing excluded · Do not add channels without a plan

A. THIRD-PARTY LICENSED MERCHANDISE						
Retail sell-through	Licensee wholesale	IXKAA licensing receipts	Licensing admin	Creator royalty	Contribution	Contribution % retail
\$1,000,000	\$500,000	\$50,000	\$7,500	\$1,500	\$41,000	\$0.04
\$5,000,000	\$2,500,000	\$250,000	\$37,500	\$7,500	\$205,000	\$0.04
\$10,000,000	\$5,000,000	\$500,000	\$75,000	\$15,000	\$410,000	\$0.04
\$25,000,000	\$12,500,000	\$1,250,000	\$187,500	\$37,500	\$1,025,000	\$0.04
\$50,000,000	\$25,000,000	\$2,500,000	\$375,000	\$75,000	\$2,050,000	\$0.04

B. DIRECT / CONTROLLED MERCHANDISE						
Retail sell-through	Brand net sales	COGS	Marketing	Fulfillment / admin	Creator royalty	Contribution
\$1,000,000	\$650,000	\$227,500	\$78,000	\$97,500	\$19,500	\$227,500
\$5,000,000	\$3,250,000	\$1,137,500	\$390,000	\$487,500	\$97,500	\$1,137,500
\$10,000,000	\$6,500,000	\$2,275,000	\$780,000	\$975,000	\$195,000	\$2,275,000
\$25,000,000	\$16,250,000	\$5,687,500	\$1,950,000	\$2,437,500	\$487,500	\$5,687,500
\$50,000,000	\$32,500,000	\$11,375,000	\$3,900,000	\$4,875,000	\$975,000	\$11,375,000

These existing scenarios cover core IXKAA merchandise only. Bonus 03 mass-market extensions, including the Oro plush concept, add no assumed receipts or profit here. Licensed and direct channels have different risk/cost profiles; allocate each SKU and sale once. Any later bonus forecast requires a separate budget and overlap reconciliation.

IXKAA — BONUS ASSET REGISTER · V3

Four concept/IP extensions offered without incremental acquisition price. No bonus valuation, sales, profit or ROI is assumed. Development budgets are undetermined, not zero.

PROJECT STAGE: unregistered concepts and presentation artwork, to be developed. No finished products, functioning app, launched NFT program or established commercial operation is represented.

CURRENT RIGHTS: VICTOR MANUEL AGUILAR GUIZA (Vic Guiza) declares sole current ownership of seller-originated assets, subject to verified chain of title and disclosed exceptions.

Bonus ID	Project	Current stage / material	Acquisition treatment	Financial treatment	Further development / evidence
B01	Ultimate Ring Mano a Mano Digital game app	Existing concept, character art and app mockups to inventory. Proposed play versus users or the platform.	Only scheduled existing owned rights; transfer or license to be signed.	NOT MODELED No forecast or assigned standalone value.	Code, game design, multiplayer/AI, testing, hosting, privacy, moderation, age ratings and store approvals need separate funded SOWs. No live app represented.
B02	Ultimate Ring Mano a Mano Physical trading card game	Existing card/pack concept art and any rules to inventory. Play versus players/collectors.	Only scheduled existing owned rights; not a finished manufactured game.	NOT MODELED Separate from core collector cards.	Rules, balance, playtests, original/cleared art, print files, edition size, safety review and manufacturing quote. Do not reuse the 25 × 100 core collector-card quantities.
B03	Incremental mass-market licensing Oro plush concept	Existing plush/sample art and separately scheduled mass-market graphics. No signed licensees represented.	Bonus expansion only; exclude categories/SKUs already covered by core scenarios.	NOT MODELED Existing core merchandise cases remain unchanged.	Licensees, categories/territories/channels, approval manual, prototypes, safety, insurance, royalty statements and enforcement. Never count an overlapping SKU twice.
B04	Nahual Apolinar Aguilar Clara + Oscura craft beer	Beer identity and existing presentation art for two variants; no production-ready formula represented.	Scheduled concept/IP only; no brewery, permits or distribution contracts implied.	NOT MODELED No beer volumes, prices or margins assumed.	Name/likeness clearance, recipes, brewer, labels/permits, taxes, inventory, distribution, insurance and adult-only marketing. Both variants require a funded launch plan.

COMMERCIAL AND RIGHTS BOUNDARIES

Current title	Vic's statement is a seller representation, not legal certification. Syner8etic LLC is a payment/transaction vehicle only if authorized; no co-ownership is presumed.
At closing	Itemize existing assets, status, third-party terms, territory, duration, exclusivity, sublicensing, transfer/license and consideration allocation. No transfer by proposal delivery.
Future work	The bonus offer does not include free creative labor, software, manufacturing, brewing, launch capital or unlimited future work. Buyer funds approved specialists and operating budgets.
3% royalty	Requested creator rate remains 3%. Expressly define core/bonus covered receipts and deductions in the Royalty Agreement. Bonus is not a royalty waiver; do not charge the same creator royalty twice.
Game separation	Ultimate Ring is standalone wrestling entertainment: no IXKAA/tequila/Nahual alcohol promotion, alcohol-linked purchase rewards or invitation to minors. Separate branding is not a legal safe harbor.
Store status	iOS/Android are potential target platforms. "Available on" badges/download links require actual approval and release. Proposed multiplayer or platform-opponent modes are not completed software.
Month 25	Optional new paid retainer/SOW after the 24-month stewardship. Amount, capacity, duration, expenses, exit protection and deliverables remain open; no automatic renewal.

BUDGETS TO OBTAIN — OUTSIDE ALL CURRENT FINANCIAL SCENARIOS

B01	App specification, prototype, engineering, servers, QA/security, store fees, privacy/moderation, support, marketing and contingency.
B02	Art/rules/playtesting, print tooling, cards and packs, safety/labels, freight, inventory, returns, marketing and contingency.
B03	Style guide/samples, licensing sales/admin, legal clearances, testing/insurance, royalties and licensee-funded production by agreement.
B04	Clara and Oscura recipe/producer bids, label approvals, packaging, excise/compliance, production, distribution, working capital and contingency.

Before commissioning: sign one SOW per bonus/phase with deliverables, dates, revisions, dependencies, capacity, fee, expenses, acceptance, paid-work rights, royalty base, cancellation and handover. See the v3 acquisition package and stewardship agreement.

All four bonus workstreams are excluded from the existing acquisition justification, collector recovery and operating snapshots. If a later funded scenario includes them, segregate it and reconcile overlapping products once.

IXKAA — CREATIVE RETAINER PLAN · V3

A retainer pays for reserved creative capacity and scoped services. It is separate from acquisition consideration, the requested 3% royalty, outside costs and extra work. Draft terms only.

No due-diligence retainer is requested for reviewing existing materials. The proposed 24-month fees begin at closing. New work before closing requires a separate paid SOW; exclusivity is a different agreement.

Initial 24-month engagement	Value	Basis / what it means
Current author / declared owner	Vic Guiza	VICTOR MANUEL AGUILAR GUIZA; title evidence and disclosed exceptions to be verified.
Proposed acquisition price	\$1,500,000	Existing acquisition proposal; not a service payment.
Requested creator royalty	3%	Define covered core and bonus receipts; no approved royalty revenue forecast for bonuses.
Initial stewardship months	24	Initial service term; no automatic renewal.
Proposed monthly fee (USD)	\$20,000	Carried forward from v2 as a negotiation proposal only; not an approved or market-validated fee.
Proposed hours per month	40	Carried forward from agreement v2. Meetings, reviews and administration count; no rollover.
Proposed extra-work rate (USD/h)	500	Carried forward proposal; additional work requires prior written authorization.
Illustrative initial-term fees	\$480,000	Monthly proposal × 24 months; additional to acquisition and royalty.
Illustrative reserved hours	960	Capacity, not a guarantee to complete all projects.
Acquisition + initial-term fees	\$1,980,000	Not a complete launch budget; excludes outside costs and unpriced future work.
Base collector contribution	\$1,776,938	After modeled COGS/selling costs/3% royalty; before fixed overhead, tax and financing.
Base less price + initial fees	-\$203,062	Remaining amount / shortfall before other unmodeled costs. Bonuses do not fill a gap by assumption.

POST MONTH 24 — OPTIONAL NEW ENGAGEMENT. Enter values only after negotiating scope; blank means undetermined, not zero. These calculations are not included in the core recovery or operating snapshots.

Later engagement	Value	Input status / boundary
Monthly retainer (USD)		TBD — no post-term amount approved. Advance billing and proration to be agreed.
Engagement length (months)		TBD — minimum term, start date and renewal/cancellation must be signed.
Reserved hours per month		TBD — include meetings, reviews and agreed travel treatment.
Authorized overage rate (USD/h)		TBD — do not import the initial proposal automatically.
Budgeted outside costs (USD)		TBD — only approved travel/vendors/other costs; not included in retainer.
Requested bonus royalty rate	3%	Linked to requested 3%; bases/coverage must be agreed separately. No bonus royalty dollars forecast.
Calculated post-term service fees	TBD	Calculates only after monthly fee and months are entered. Excludes extra hours, tax and outside costs.
Calculated reserved hours	TBD	Calculates only after months and monthly hours are entered.
Fees + entered outside costs	TBD	Calculates only when fees, months and outside-cost budget are entered. Not a complete project budget.
Included in base model?	NO	Optional post-term inputs are informational; no core revenue or recovery formula uses them.

WHAT THE RETAINER MEANS FOR EACH PARTY

Topic	Buyer	Vic
Scope	Receives agreed capacity and defined deliverables.	Owes agreed availability and professional creative services, not unlimited output.
Payment	Prepays agreed monthly fee; separately funds approved expenses and specialists.	Not obliged to fund developers, printing, manufacturing, brewing or marketing.
Non-use / unavailability	Unused available capacity does not automatically roll over or reduce royalties.	If unable to provide agreed capacity: agreed make-up, proportionate credit/refund, subject to law.
Ownership and credit	Receives only expressly agreed paid deliverable rights; signs defined SOWs.	Retains unscheduled/background rights and non-waivable moral rights; creator credit agreed.
Exit and security	Notice, cure, any minimum commitment, exit payment and security must be negotiated.	No later guaranteed income or obligation is assumed until signed; separate royalty rights survive under their terms.
Timing	Discuss around month 21; choose whether to fund later work.	Reserves month-25 capacity only after mutual agreement and agreed initial payment.

Contact: ceo@synergetic.com. This planning sheet is not a signed agreement or legal opinion. See the v3 Stewardship Agreement, Schedules D and E; U.S./Mexican counsel must settle enforceable rights, fees and termination terms.

IXKAA

PRIVATE ACQUISITION MATERIALS

Founder Creative Stewardship Agreement

Proposed paid development services for a concept-stage, unregistered project

Prepared for prospective buyers / Designated Buyer Entity

Working Draft v3 | 12 September 2026 | VICTOR MANUEL AGUILAR GUIZA (Vic Guiza)

CONFIDENTIAL - DISCUSSION DRAFT - SUBJECT TO DEFINITIVE AGREEMENTS

DISCUSSION DRAFT Proposed business terms for review by qualified U.S. and Mexican counsel. This v3 is not for signature. Fees, scope, royalty coverage, termination protection and bracketed terms are not approved or binding merely because they appear here.

This Founder Creative Stewardship Agreement (the “Agreement”) is proposed as of [DATE] by and between [BUYER ENTITY], a [JURISDICTION] [ENTITY TYPE] (the “Company”), and VICTOR MANUEL AGUILAR GUIZA, professionally known as Vic Guiza (the “Steward”). Payment may be directed to Syner8etic LLC or another designated entity only by the Steward's written instruction; that direction does not assign his rights or change the contracting service provider.

The Agreement becomes effective only upon closing under the definitive Asset Purchase Agreement dated [DATE] between the Company and the verified asset owner(s) (the “Acquisition Agreement”). The Steward represents that he is the sole current owner of the seller-originated IXKAA and bonus assets; chain-of-title evidence and any exceptions must be resolved in that agreement. Syner8etic LLC is not presumed to co-own the assets.

Project-stage acknowledgment: IXKAA and B01–B04 are unregistered conceptual projects to be developed, not completed commercial products or operating businesses. Existing designs and presentation artwork are subject to a verified manifest. Market potential does not prove IXKAA demand or results. Registration, engineering, software, production, testing and launch must be separately scoped and funded.

No fee under this Agreement is triggered by pre-closing due diligence or ordinary review/clarification of existing materials. New creative work or substantial additional advisory services before closing require a separate signed paid SOW defining scope, fees, deliverable rights and treatment if the acquisition does not close. Such work does not start the 24-month term, and no automatic acquisition credit or royalty offset applies. Exclusivity consideration, if any, is governed separately.

Recitals

- The Steward conceived and developed IXKAA, including its visual identity, Houses, characters, packaging concepts, collector programs and narrative universe.
- The Company desires an orderly transfer of creative knowledge and continued founder-level guidance following the acquisition.
- The parties intend that this paid services engagement remain economically and legally separate from both the acquisition consideration and the perpetual creator royalty.

1. Appointment and role

The Company appoints Vic Guiza as Founder & Creative Steward for the Term. The Steward accepts the appointment subject to the scope, capacity and approval procedures in this Agreement.

The role is advisory and creative. The Steward is not an officer, director, employee, fiduciary, producer, importer, distributor, legal approver or regulatory responsible person unless separately agreed in writing.

2. Term

The term begins on the closing date of the Acquisition Agreement and continues for twenty-four (24) consecutive months, unless earlier terminated strictly in accordance with Section 13 (the "Term").

There is no automatic renewal or Company option to extend. The Steward is willing to discuss a new paid creative-development engagement after month 24 under Schedule D. It begins only after both parties sign its fee, capacity, term and scope and the agreed initial payment clears; the present fee does not carry forward automatically.

3. Services

Subject to monthly capacity, the Steward will provide: (a) original artwork and continued visual development; (b) brand and creative-asset transition; (c) packaging design and product-extension guidance; (d) NFT and digital-collectible creative development; (e) merchandising and licensed-product artwork; (f) brand-standard interpretation; and (g) creative review of proposed licensed applications.

Schedule A describes the initial service categories and quarterly priorities. Only sufficiently defined, approved work within monthly capacity is included. Bonus programs in Section 21 require a separate approved SOW; neither this Agreement nor the acquisition promises completion of every project. Engineering, coding, product safety, legal compliance, tax advice, smart-contract audits, manufacturing and distribution are excluded unless a separate signed specialist scope expressly provides otherwise.

4. Monthly availability and scheduling

The monthly retainer reserves up to forty (40) hours of the Steward's professional availability per calendar month. Unused hours expire at month-end and do not roll over.

Availability may include one biweekly creative coordination meeting of up to sixty (60) minutes. All meetings, preparation, correspondence, reviews, administration and agreed creative work count toward monthly capacity. No 24/7 availability, exclusivity or minimum number of completed projects is promised.

The Company will provide reasonable advance notice, consolidated briefs, required source files and one authorized decision-maker. The Steward will use commercially reasonable efforts to acknowledge ordinary requests within three (3) business days.

5. Deliverables and approval timing

A deliverable begins only after the Company supplies an approved written brief identifying objective, format, dimensions, required copy, technical constraints, deadline and decision-maker.

Unless a project SOW states otherwise, the retainer includes one concept direction and up to two consolidated revision rounds per deliverable. Fragmented or contradictory feedback may be treated as additional work.

The Company will approve or return consolidated comments within five (5) business days. Delay extends the schedule day-for-day. Silence does not constitute legal, regulatory or manufacturing approval.

6. Fees and payment

Proposed initial-term fee only, beginning at acquisition closing (not a due-diligence fee): [US\$20,000] per month, payable in advance on the first business day of each month. At that proposal, 24 monthly fees total US\$480,000. Fee, hours and start-month proration must be expressly agreed before execution; these amounts are not approved rates or a market-rate warranty.

The monthly creative retainer pays for the agreed reserved capacity, access to the Steward's expertise and scoped services. It is not an acquisition deposit, advance against royalties, operating budget or unlimited-work commitment. Buyer non-use of available capacity does not create a rollover, refund or credit. If the Steward cannot provide agreed capacity for reasons attributable to him, the parties must agree a replacement period or a proportionate service credit/refund; mandatory law and the termination provisions control.

Late amounts accrue interest at the lesser of [1.0% per month] or the maximum lawful rate. The Steward may suspend services after five (5) business days' written notice of an uncured payment default, without waiving payment rights.

7. Expenses and travel

Only reasonable, documented and pre-approved expenses are reimbursable; the [US\$250] cap in the prior draft is not permission to incur unapproved costs. No development, subcontracting, production or travel commitment may be made in the Company's name without written authorization and a budget. The Steward is not required to advance project capital.

Company-requested travel requires written approval of itinerary and budget. The Company will arrange or reimburse airfare, lodging, local transportation, meals, visas and required travel insurance. Travel time counts at fifty percent (50%) of actual time toward monthly capacity unless otherwise agreed.

8. Additional work

Work beyond monthly capacity, more than two revision rounds, rush work, extensive production adaptation, on-site supervision, third-party team management or deliverables outside Schedule A require written approval.

Additional work will be billed at [US\$500 per hour] or under a signed statement of work specifying deliverables, schedule, fees and rights. The Steward is not obligated to begin additional work before written approval.

9. Intellectual property and new artwork

"Background Materials" means methods, know-how, templates, tools, techniques, portfolio materials and intellectual property owned or controlled by the Steward outside the acquired IXKAA assets or developed independently of the Services. Background Materials remain the Steward's property.

For each specifically identified commissioned final deliverable, the parties will use a written assignment of the agreed transferable economic rights, effective only upon full payment of the fees and approved expenses allocable to that deliverable and its signed acceptance or other agreed trigger. No transfer arises merely from presenting drafts or reserving capacity. No blanket work-made-for-hire designation or assignment of all future creations is intended; any such designation requires separate valid written agreement and counsel review. Existing acquired assets remain governed by the Acquisition Agreement.

Background IP, tools, methods, rejected concepts, drafts and uncommissioned work remain the Steward's unless expressly scheduled otherwise. Any necessary embedded Background IP license must be stated in the SOW, limited to use within the paid deliverable, with scope, territory and lawful duration agreed. No general right to Vic's personal name, likeness, signature, unrelated catalog or future work is conveyed. Non-waivable moral and statutory rights are reserved.

The parties will document any generative, stock, font, contractor or third-party component used in a final deliverable and allocate clearance responsibility before commercial release.

10. Creator credit and likeness

Where customary and technically feasible, the Company will credit "Created by Vic Guiza" or "Founder & Creative Steward: Vic Guiza" on the graphic novel, principal story materials, collector documentation and appropriate behind-the-scenes communications.

No use of the Steward's name, portrait, voice, signature or biography may imply personal endorsement of alcohol consumption, financial returns or token value without prior written approval.

The Steward may display publicly released work in his portfolio after commercial release, subject to confidentiality and launch restrictions.

11. Relationship to perpetual creator royalty

The creator royalty is governed only by the separate Royalty Agreement and relevant acquisition schedules. The requested commercial rate remains 3%. The parties must expressly schedule covered core and bonus exploitation, revenue bases, deductions, license receipts, app-platform receipts, refunds, bundles and affiliates. Bonus status does not itself waive royalties; nor does it automatically impose an additional royalty beyond signed terms.

No stewardship fee, expense, additional-work fee, refund, credit, recoupment or dispute may be deducted from royalty statements unless expressly authorized in the signed Royalty Agreement.

Expiration, termination or nonrenewal of this service engagement does not by itself terminate or reduce royalty rights under the separate Royalty Agreement. Include quarterly statements, audit rights, payment enforcement and successor obligations there. A single receipt must not attract duplicate creator royalties because it falls under both a core and a bonus label; unrelated licensee or platform fees remain separate costs.

12. Confidentiality and records

Each party will protect confidential information using at least reasonable care and use it only for the acquisition, transition and operation of IXKAA. Standard exclusions apply for public, previously known, independently developed and lawfully received information.

The Company will maintain a centralized approval archive. The Steward will provide final deliverables in the agreed format and retain reasonable project records during the Term and for [two] years thereafter.

13. Termination and payment protection

Either party may terminate for material breach if the breach remains uncured fifteen (15) business days after written notice; payment defaults have a five (5) business-day cure period.

If the Company terminates without cause on [30] days' written notice, the proposed initial-term protection is payment of all unpaid monthly fees for the remainder of the 24-month committed term, plus accrued approved expenses. The parties and counsel must agree the amount, payment timing, enforceable remedy and any guaranty/security before signature; this draft is not itself a guarantee. There is no automatic six-month alternative or imported post-term commitment. Payments already made for the same period are not charged twice.

If the Steward terminates without cause or cannot provide the remaining services, refund unearned prepaid fees, net of completed authorized work and non-cancellable pre-approved commitments, subject to applicable law. If he terminates for an uncured Company payment breach, preserve accrued rights and the expressly agreed initial-term payment protection to the extent enforceable. Post-month-24 termination economics must be negotiated separately in Schedule D.

Accrued payment obligations, paid-deliverable IP terms, reserved rights, confidentiality, credit, dispute terms and any expressly surviving provisions continue as stated. On ending services, provide an agreed handover of paid accepted deliverables and records; additional transition work is separately scoped. The separate Royalty Agreement controls continuing royalties.

14. Independent contractor

The Steward is an independent contractor and controls the manner and means of creative performance, subject to approved briefs and brand standards. Nothing creates employment, partnership, joint venture, fiduciary duty or authority to bind the Company.

The Steward is responsible for his own taxes and benefits, subject to any legally required withholding or reporting.

15. Company responsibilities

The Company will designate one authorized creative decision-maker, provide timely briefs and approvals, maintain adequate production and legal resources, and prevent unapproved modifications from being attributed to the Steward.

The Company bears final responsibility for product safety, labeling, regulatory compliance, substantiation of claims, manufacturing, distribution, consumer terms, smart contracts and commercial release.

16. Representations and standard of performance

Each party represents it has authority to enter into the Agreement. The Steward will perform services professionally and will disclose known third-party components in paid final deliverables.

Except as expressly stated, services and concepts are provided without a guarantee of commercial success, sales, regulatory approval, registration, non-infringement opinion or investment return.

17. Liability and indemnification

Definitive mutual indemnities, procedures, exclusions and liability caps will be negotiated by counsel. The Steward should not be liable for Company modifications, manufacturing defects, regulatory decisions, product claims, token operations, distribution conduct or uses outside approved final deliverables.

Except for fraud, willful misconduct, confidentiality breach or infringement expressly caused by a party, neither party should be liable for indirect, incidental, special, punitive or consequential damages. Any cap must be negotiated and stated expressly.

18. Non-exclusivity and conflicts

The engagement is non-exclusive. The Steward may work for others, including in creative development, provided he does not misuse confidential information or knowingly create a substantially confusing IXKAA imitation.

No noncompetition restriction applies except a narrowly defined conflict provision reviewed by counsel for enforceability.

19. Governing law; disputes

This Agreement will be governed by the laws of [New York / Delaware], without regard to conflict-of-law rules. Venue, arbitration or court jurisdiction, injunctive relief and prevailing-party fee provisions remain to be negotiated.

20. Miscellaneous

This Agreement, its schedules and incorporated documents constitute the entire agreement concerning the Services and may be amended only in a signed writing.

Neither party may assign personal service obligations without the other's written consent. Any permitted Company successor must assume the agreed fees, termination protection, credit and applicable royalty

obligations in writing; sale of the business does not erase them. Release of an existing obligor or guarantor requires the Steward's written agreement.

Formal notice addresses and methods must be completed before signature. Steward's proposed business contact: ceo@syner8etic.com. Payment instructions require separate verification. Changes, waivers, scope expansion and post-term engagement require a signed writing; severability, counterparts and e-signature terms are subject to counsel review.

21 Bonus project boundary

The four proposed bonus workstreams are B01 Ultimate Ring Mano a Mano digital game app; B02 Ultimate Ring Mano a Mano physical trading card game; B03 incremental mass-market licensing, including the Oro plush concept; and B04 Nahual Apolinar Aguilar craft beer in Clara and Oscura variants. They are distinct from the core collector-card edition and existing premium merchandise program.

Their offer without incremental acquisition price covers only existing rights/assets expressly scheduled in the acquisition or license documents. It does not include the Steward's future labor, software development, product engineering, manufacturing, launch costs or free services. No completed app, card ruleset, licensed retail program, beer recipe or operating business is represented merely by a concept image.

During months 1–24, bonus work requires an approved SOW specifying an explicit substitution within paid capacity or additional compensation. After month 24, a new retainer or other signed paid SOW is required. The Steward may decline work without an agreed scope, available capacity, required materials and payment terms. The Company may choose not to commission further work.

The Company funds and manages specialist development, compliance, platform submissions, privacy/security, manufacturing, safety testing, insurance, sales and distribution. Ultimate Ring must be presented as standalone wrestling entertainment without IXKAA/tequila/Nahual alcohol promotion or alcohol-linked rewards. Shared visual IP, minors' access and store policies require specialist review; separation is not a legal safe harbor. Nahual marketing is restricted to legal-drinking-age audiences.

SCHEDULE A

Initial service categories

Category	Illustrative included services	Express exclusions / additional work
Brand stewardship	Interpret visual system; maintain consistency; advise on extensions	Full brand-book production unless prioritized within capacity
Original art	Concept art, character art, campaign art and selected finished artwork	High-volume production, animation or 3D pipelines
Packaging	Creative direction, artwork and design review	Engineering, dielines by vendors, testing and regulatory approval
NFT / digital	Creative system, art direction, metadata concepts and collector journey	Smart-contract code, security audit, custody, tax and legal opinions
Licensing	Creative review, application guidance and limited adaptation	Negotiation, license administration, factory QA and enforcement

Category	Illustrative included services	Express exclusions / additional work
Publishing	Story/world guidance and selected graphic-novel materials	Full book production unless separately scheduled
Meetings	Biweekly creative review and reasonable partner presentations	Frequent sales calls, travel or production supervision
Bonus projects B01–B04	Only expressly approved creative SOWs, within substituted initial capacity or separately paid	No automatic completion obligation; code, printing, toys, brewing, compliance and launch operations are external

SCHEDULE B

Operating cadence and approval protocol

Activity	Cadence / timing	Output
Priority planning	Monthly; first five business days	Approved priority list against available capacity
Creative review	Biweekly, 60 minutes	Consolidated decisions and action log
Ordinary acknowledgement	Within 3 business days	Receipt and initial timing view
Company feedback	Within 5 business days	One consolidated response from authorized decision-maker
Quarterly roadmap	Every 3 months	Next-quarter brand, packaging, NFT and licensing priorities
Archive handoff	Monthly	Final approved files and decision record

SCHEDULE C

Background materials and reserved rights

- Vic Guiza's name, likeness, signature, biography and personal goodwill, except approved uses.
- Creative methods, workflows, brushes, templates, know-how and general skills.
- Other intellectual properties, characters, stories and artwork not expressly commissioned for IXKAA.
- Drafts, rejected concepts and unused alternatives unless listed and purchased.
- Third-party tools, fonts, stock assets, software and platform rights subject to their own licenses.

Schedule D Optional post term creative retainer

Negotiation framework only. This schedule is not an executed extension or an offer that the Company can unilaterally accept by requesting work. The Steward is willing to continue after the initial 24 months for a separately agreed monthly fee plus applicable royalty rights. Open terms below must be completed and signed before services begin.

Term to agree	Proposed boundary and practical effect
Start and term	Start no earlier than month 25 unless a separate SOW provides otherwise. Start date [TBD], initial commitment [TBD months], renewal process [TBD]. No automatic renewal.
Monthly fee	[US\$ TBD], payable in advance on [TBD day]. Define currency, invoicing, taxes/withholding, first/last-month proration and any minimum commitment. No later rate is approved by this v3.
Reserved capacity	[TBD hours/month], working calendar and response times. Meetings, preparation, reviews, correspondence and agreed travel allocation count. No rollover unless written; no unlimited projects or exclusivity.
Deliverables and acceptance	Signed project SOW, milestones and dependencies; named Company decision maker; concept/revision limits; consolidated feedback within [TBD business days]. Silence delays work and is not legal or regulatory approval.
Extra work	Hourly rate [US\$ TBD] or fixed project quote; prior written approval. Rush work, extra rounds, new SKUs, major changes and on-site support require new scope. No automatic use of the initial US\$500 proposal.
Expenses and team	Pre-approved budget and receipts; travel cost/time treatment; external staff and vendors contracted/funded by Company. Retainer does not include a studio team or oblige Vic to finance development.
IP and credit	Specify each existing licensed asset and each new commissioned deliverable. Transfer only agreed, paid deliverable rights by signed instrument; preserve background and non-waivable moral rights. Agree credit placement and name/likeness consent.
Royalty	Separate from service fees: requested 3% on expressly agreed covered receipts. Define bonus coverage and bases in the Royalty Agreement/SOW, avoid duplicate creator charges and prohibit unilateral offsets.
Non-use and unavailability	Company non-use of reserved, available capacity: no automatic refund or rollover. Steward inability to provide agreed capacity: agreed make-up period or proportionate credit/refund, subject to mandatory law.

Term to agree	Proposed boundary and practical effect
Early termination	Notice [TBD days], breach/cure periods [TBD], and any guaranteed minimum or early-exit amount [TBD]. Define payment date and security, prepaid-fee treatment and handover. Do not import the 24-month guarantee by default.
No performance guarantee	Creative services only; no guaranteed launch date without dependencies, sales, profit, store approval, licensing deal, safety certification, registration or regulatory clearance.
Authority and signature	Company entity/payer [TBD]; Steward VICTOR MANUEL AGUILAR GUIZA. Any successor assumes agreed obligations. Separate signed extension/SOW controls; no informal request activates it.

Review continuity around month 21 so priorities and capacity can be planned. If no extension is signed, services end at the agreed term; completed paid deliverables are handed over as required and the separate royalty rights continue under their own agreement.

Schedule E Bonus SOW and rights checklist

Use one signed statement of work per funded project or defined phase. Attach the following fields rather than treating the bonus descriptions as unlimited deliverable promises.

Field	Required content
Project and boundaries	B01, B02, B03 or B04; phase, objectives, existing assets, approved briefs, exclusions and dependencies. Separate core collector-card quantities from the physical game.
Deliverables	File names/types, source-file inclusion, art or concept count, languages, versions, milestones, revision rounds, acceptance criteria and decision maker. Distinguish concepts from production-ready work.
Economics	Monthly capacity allocation or fixed/hourly fee, invoicing, deposits, due dates, expense cap, outside-vendor budget and payment approval. State any minimum commitment explicitly.
Rights	Vic's title declaration and evidence; licensed background, third-party/AI components, contributor assignments, new paid rights, territory/term/media, sublicensing and credit. No unscheduled personal-brand or blanket future-work transfer.
Commercial royalties	Covered sales/receipts, agreed 3% application, permitted deductions, reports, audit, bundles and related parties. Separate service fees from royalties; no duplicate recovery or unilateral offset.
Launch gates	App: store/privacy/security/age-rating. Cards/plush: rules, print files, product safety and labeling. Beer: formula, brewer, labels, permits and distribution. Buyer appoints qualified specialists.
Change and exit	Change-order process, delayed inputs, suspension, breach/cure, cancellation payment, treatment of prepaid fees, paid-work handoff and continuing royalty/credit obligations.

Counsel review references

U.S. copyright ownership, physical objects and written transfers:

<https://www.copyright.gov/title17/92chap2.html>. Mexico LFDA, including moral rights and limits on transfers/future works (arts. 18–19, 30–34): <https://www.diputados.gob.mx/LeyesBiblio/pdf/LFDA.pdf>. Reviewed 12 September 2026. Counsel must select lawful terms and reconcile cross-border rights; a requested perpetual royalty does not override mandatory law.

SIGNATURE PAGE

Founder Creative Stewardship Agreement

AGREED AND ACCEPTED, subject to completion of all bracketed terms and review by counsel:

[BUYER ENTITY]	VICTOR MANUEL AGUILAR GUIZA
By: _____	Signature: _____
Name: _____	Professionally known as: Vic Guiza
Title: _____	Payment entity: _____
Date: _____	Date: _____

Syner8etic LLC may acknowledge a documented payment direction or expressly assumed obligation only. It is not a substitute for VICTOR MANUEL AGUILAR GUIZA as the author or presumed current owner. No entity guaranty, transfer or liability is created without a separate signed provision.