DROP PROTOCOL INC.

NAME OF OFFEREE: _____

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM/SIMPLE AGREEMENT FOR FUTURE TOKENS ("SAFT") AGREEMENT

PURSUANT TO REGULATION D, RULE 506(B)

THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM AND SAFT AGREEMENT MAY NOT BE SHOWN OR GIVEN TO ANY PERSON OTHER THAN THE PERSON WHOSE NAME APPEARS ABOVE. BY ACCEPTING THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM/SAFT AGREEMENT, YOU EXPRESSLY AGREE TO COMPLY WITH THE FOLLOWING CONDITIONS: YOU AGREE TO KEEP THE INFORMATION CONTAINED IN THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM/SAFT AGREEMENT AND ANY MATERIAL NON-PUBLIC INFORMATION (WHETHER WRITTEN OR ORAL) PROVIDED TO YOU BY THE COMPANY, OR ANY OF ITS AGENTS OR REPRESENTATIVES IN CONNECTION WITH THIS OFFERING STRICTLY CONFIDENTIAL. A BREACH OF YOUR EXPRESS AGREEMENT TO THE FOREGOING COULD RESULT IN A VIOLATION OF THE FEDERAL SECURITIES LAWS. IN ADDITION, YOU SHOULD BE AWARE THAT THE FEDERAL SECURITIES LAWS IMPOSE RESTRICTIONS ON TRADING BASED UPON INFORMATION REGARDING OR LEARNED IN CONNECTION WITH THIS OFFERING/SAFT AGREEMENT.

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CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM/SAFT AGREEMENT

FOR AN UNLIMITED AMOUNT OF ACCREDITED INVESTORS AND UP TO 35 NON-ACCREDITED INVESTORS

DROP PROTOCOL INC.

Minimum Offering 50 Units / Maximum Offering 8,888 Units each at US$5,000.00 Ether equivalent per Unit

DROP PROTOCOL INC., a Texas Corporation (DROP Protocol or the "Company") is engaged in the business of sustainable and environmentally responsible investing in the United States and abroad and developing underutilized assets, including but not limited to the music industry, Artificial Intelligence ("AI"), mining, the harvesting, manufacturing, and marketing of wood and timber products, and the development of commercial and residential real estate properties (Collectively the "Projects").

The Company is offering a minimum of 50 Units, which comprise of one Digital Inter-Planetary Supply Crate ("DISC") per Unit, (collectively the "Units") and a maximum of 8,888 Units at the price of US$5,000.00. This can be paid by wire transfer, ACH payment or by any one of a number of acceptable crypto currencies, such as Ether ("ETH") (the Ethereum transactional token that facilitates operation on the Ethereum network) equivalent per Unit. The investor can make this investment by wire transfer, ACH payment or by the Ethereum Blockchain through the Company's website. For generic instructions on how to convert dollars to ETH please see Exhibit III attached hereto. The US $5,000.00 Ether, or other crypto currency, equivalent will be paid through the blockchain using an equivalent value of Ether to the Unit price of US $5,000.00 and will then be converted back into US Dollars by the Company to settle the payment for the Unit. All units must be settled in US Dollars. No fractional interest in any Units is being offered. The Units will also grant the investor an exclusive Membership in the DROPverse™ Community ("DROPverse™" or "DROP" Community) and investors that buy four units will have the right to use those four units to become a Planet Baron in the DROPverse™ with the rights and privileges to a Digital Planet. There will only be 100 Planet Baron Titles available for 4 units each. Thereafter, it will require 5 Units to acquire one Planet Baron Title with the rights and privileges to a Digital Planet. Investors may acquire as many Planet Baron Titles as they wish. The funds will be used to make investments into the Projects.

Prior to the date of this Private Placement Memorandum ("Memorandum") and SAFT Agreement, there has been no public market for the securities of the Company and no public market will develop as a result of this Private Offering.

A minimum of fifty (50) Units ("Units") are being offered to investors on a "best efforts all or none" basis with a minimum subscription of US$5,000.00, Ether or other acceptable crypto

currency equivalent per Unit, and an additional eight-thousand, eight-hundred and thirty-eight (8,838) Units are being offered on a "best efforts" basis. The Offering will commence on August 15, 2023, and continue for a period of 12 months unless extended by the Company for an additional six months or until completion of the Offering, whichever occurs sooner. All funds, crypto currency, or Ether converted back into US Dollars will be held in escrow by the Company until the minimum of $250,000.00 has been received, at which time such sum will be transferred to the Company's operating account. Thereafter, all monies received by the Company shall be immediately paid to the Company until a maximum of $44,440,000.00 (minus any amounts equal to the number of Units paid for commissions, services rendered or fees) has been received or the Offering period expires, whichever comes first. If a minimum of $250,000.00 is not received by the expiration of the Offering period, all monies will be returned to Subscribers, through cash or like kind crypto currency, without interest or deduction.

The Company intends to offer the Units directly to the public through its officers and directors in those jurisdictions where sales by such persons are permitted by law. No commission will be paid to any officer or director on account of any sales of the Company's Units. The Company reserves the right to offer the Units to Investors through FINRA-Member-Broker Dealers, or other persons to whom payment of commissions or fees is permitted under applicable law, for commissions of up to fifteen (15%) percent of the Purchase Price of the Units sold thereby. The Company reserves the right to pay for any or all of the commissions, fees, or services rendered through the substitution of Units, Ether or other crypto currency in lieu of cash compensation.

AN INVESTMENT IN THE COMPANY IS SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK. SEE "RISK FACTORS".

In the event the Units are offered through FINRA members – Broker Dealers or the person who are permitted to receive commissions or fees the chart below allocate the net proceeds that the Company will receive.

	Offering Price	Underwriting Discounts And Commissions	Proceeds to the Company (1)
Denomination	**$ 5,000**	**$ 750.00**	**$ 4,250.00**
Minimum Offering	**$250,000**	**$ 37,500.00**	**$ 212,500.00**
Maximum Offering	**$44,440,000**	**$ 6,666,000.00**	**$ 37,774,000.00**

1) Does not include expenses of the offering such as legal, accounting printing and miscellaneous expenses which are expected to be approximately US$200,000.

THIS OFFERING/SAFT AGREEMEENT HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPROVED OR DISAPPROVED BY

THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISIONS OR OTHER REGULATORY AUTHORITY, NOR HAVE SUCH AGENCIES PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM/SAFT AGREEMEENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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This Offering/SAFT Agreement will be terminated August 15, 2024
(Unless extended by the Company)

The Date of this Memorandum/SAFT Agreement is August 15, 2023

DROP PROTOCOL INC.
401 N Carroll Ave., Ste. 192,
Southlake, TX 76092

OVERVIEW OF THE OFFERING

THIS MEMORANDUM/SAFT AGREEMEENT HAS BEEN PREPARED SOLELY FOR USE IN CONNECTION WITH THE PRIVATE PLACEMENT OF SECURITIES OFFERED HEREBY AND MAY NOT BE REPRODUCED OR USED FOR ANY OTHER PURPOSE. THE OFFEREE AGREES TO RETURN TO THE COMPANY THIS MEMORANDUM/SAFT AGREEMEENT AND ALL ATTACHMENTS AND RELATED DOCUMENTATION IF THE OFFEREE DOES NOT SUBSCRIBE TO PURCHASE SECURITIES IN THE OFFERING/SAFT AGREEMEENT.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE 'ACT"), OR THE SECURITIES LAWS OF TEXAS OR OTHER STATES, AND ARE BEING OFFERED AND SOLD IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS UNDER THE ACT AND SUCH LAWS CONTAINED IN SECTION 4(2) OF THE ACT AND REGULATION D, RULE 506(b) PROMULGATED THEREUNDER. THERE IS NO PUBLIC MARKET FOR SECURITIES OF THE COMPANY. EVEN IF SUCH MARKET EXISTED, PURCHASERS OF SECURITIES WILL BE REQUIRED TO REPRESENT THAT THE SECURITIES ARE BEING ACQUIRED FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO SALE OR DISTRIBUTION, AND PURCHASERS WILL NOT BE ABLE TO RESELL THE SECURITIES UNLESS THE SECURITIES ARE REGISTERED UNDER THE ACT AND QUALIFIED UNDER THE APPLICABLE STATE STATUTES (UNLESS AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION IS AVAILABLE).

THE PURCHASE OF THESE SECURITIES WILL ENTAIL A HIGH DEGREE OF RISK. THESE SECURITIES ARE SUITABLE ONLY FOR PERSONS WHO HAVE SUBSTANTIAL FINANCIAL RESOURCES AND HAVE NO NEED FOR LIQUIDITY IN THIS INVESTMENT. NO ONE SHOULD INVEST IN THE SECURITIES WHO IS NOT PREPARED TO LOSE HIS OR HER ENTIRE INVESTMENT. PROSPECTIVE INVESTORS SHOULD CONSIDER CAREFULLY THE RISK FACTORS INDICATED UNDER "RISK FACTORS".

THESE SECURITIES ARE BEING OFFERED ONLY TO INVESTORS WHO THE COMPANY BELIEVES HAVE THE QUALIFICATIONS NECESSARY TO PERMIT THE SECURITIES TO BE OFFERED AND SOLD UNDER APPLICABLE EXEMPTIONS FROM REGISTRATION UNDER THE ACT AND WHO QUALIFY UNDER APPLICABLE STATE STATUTES. THE COMPANY WILL BE THE SOLE JUDGE OF WHETHER AN INVESTOR POSSESSES SUCH QUALIFICATIONS. NOTWITHSTANDING DELIVERY OF THIS MEMORANDUM/SAFT AGREEMENT AND ASSOCIATED DOCUMENTATION, THE COMPANY DOES NOT INTEND TO EXTEND AN OFFER TO SELL OR TO SOLICIT AN OFFER TO BUY THESE SECURITIES UNTIL THE COMPANY DETERMINES THAT THE OFFEREE IS QUALIFIED AND COMMUNICATES SUCH DETERMINATION TO THE OFFEREE IN WRITING.

THE SECURITIES ARE BEING OFFERED IN A PRIVATE PLACEMENT/SAFT AGREEMEENT TO A LIMITED NUMBER OF ACCREDITED AND NON-ACCREDITED INVESTORS ONLY. THIS MEMORANDUM/SAFT AGREEMEENT DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT PERMITTED UNDER APPLICABLE LAW OR TO ANY FIRM OR INDIVIDUAL WHO DOES NOT POSSESS THE QUALIFICATIONS DESCRIBED IN THIS MEMORANDUM/SAFT AGREEMEENT.

INVESTORS SHOULD NOT CONSTRUE THE CONTENTS OF THIS MEMORANDUM/SAFT AGREEMEENT OR ANY COMMUNICATION, WHETHER WRITTEN OR ORAL, FROM THE COMPANY, ITS FOUNDERS, MANAGEMENT, EMPLOYEES OR AGENTS, AS LEGAL, TAX, ACCOUNTING OR OTHER EXPERT ADVICE. EACH INVESTOR SHOULD CONSULT HIS OR HER OWN COUNSEL, ACCOUNTANT, AND OTHER PROFESSIONAL ADVISORS AS TO LEGAL, TAX, ACCOUNTING, AND RELATED MATTERS CONCERNING THIS PROPOSED INVESTMENT AND ITS SUITABILITY FOR HIM OR HER.

THE COMPANY WILL MAKE AVAILABLE BEFORE CLOSING TO ANY PROSPECTIVE QUALIFIED INVESTOR THE OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM MANAGEMENT OF THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THE OFFERING AND THE BUSINESS AND OPERATIONS OF THE COMPANY, AND TO OBTAIN ADDITIONAL INFORMATION TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE.

NOTICES TO INVESTORS

INVESTORS ARE UNDER NO OBLIGATION TO PARTICIPATE IN THIS OFFERING/SAFT AGREEMEENT. BY ACCEPTING A COPY OF THIS

MEMORANDUM/SAFT AGREEMEENT, INVESTORS DO NOT AGREE TO PARTICIPATE IN THIS OFFERING. INVESTORS ARE ENCOURAGED TO CAREFULLY REVIEW THIS MEMORANDUM/SAFT AGREEMEENT AND ALL OF THE DOCUMENTS ATTACHED AS EXHIBITS HERETO BEFORE AGREEING TO PARTICIPATE IN THIS OFFERING/SAFT AGREEMEENT.

THE SECURITIES ARE BEING OFFERED HEREBY WITHOUT REGISTRATION UNDER THE SECURITIES ACT BY REASON OF THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT SET FORTH IN SECTION 4(2) THEREOF AND RULE 506(b) OF REGULATION D PROMULGATED THEREUNDER ("RULE 506(b)"). RULE 506(b) SETS FORTH CERTAIN RESTRICTIONS AS TO THE NUMBER AND NATURE OF PURCHASERS OF SECURITIES OFFERED PURSUANT THERETO. WE HAVE ELECTED TO SELL SECURITIES ONLY TO ACCREDITED INVESTORS AND A LIMITED NUMBER OF NON-ACCREDITED INVESTORS, AS SUCH TERM IS DEFINED IN RULE 506(b) OF REGULATION D AND AS AMENDED BY THE DODD-FRANK WALL STREET REFORM AND CONSUMER PROTECTION ACT ("ACCREDITED INVESTORS") AND UP TO 35 ("NON-ACCREDITED INVESTORS"). EACH PROSPECTIVE INVESTOR WILL BE REQUIRED TO MAKE REPRESENTATIONS AS TO THE BASIS UPON WHICH IT QUALIFIES AS AN ACCREDITED OR NON-ACCREDITED INVESTOR.

THIS OFFERING/SAFT AGREEMEENT IS MADE SUBJECT TO WITHDRAWAL, CANCELLATION OR MODIFICATION BY US. WE RESERVE THE RIGHT TO REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART OR TO ALLOT TO ANY PROSPECTIVE INVESTOR FEWER THAN THE NUMBER OF UNITS SUBSCRIBED FOR BY SUCH INVESTOR. UNITS WILL BE SOLD ONLY TO A LIMITED NUMBER OF INVESTORS MEETING CERTAIN STANDARDS.

BY ACCEPTING DELIVERY OF ANY OFFERING/SAFT AGREEMEENT MATERIAL, THE OFFEREE AGREES (I) TO KEEP CONFIDENTIAL THE CONTENTS THEREOF AND NOT TO DISCLOSE THE SAME TO ANY THIRD PARTY OR OTHERWISE USE THE SAME FOR ANY PURPOSE OTHER THAN EVALUATION BY SUCH OFFEREE OF A POTENTIAL PRIVATE INVESTMENT IN THE COMPANY, AND (II) TO RETURN THE SAME TO THE COMPANY IF (A) THE OFFEREE DOES NOT SUBSCRIBE TO PURCHASE ANY SECURITIES, (B) THE OFFEREE'S SUBSCRIPTION IS NOT ACCEPTED, OR (C) THE OFFERING/SAFT AGREEMEENT IS TERMINATED OR WITHDRAWN.

CERTAIN PROVISIONS OF VARIOUS AGREEMENTS ARE SUMMARIZED IN THIS MEMORANDUM/SAFT AGREEMEENT, BUT PROSPECTIVE INVESTORS SHOULD NOT ASSUME THAT THE SUMMARIES ARE COMPLETE. SUCH SUMMARIES ARE

QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE TEXTS OF THE COMPLETE DOCUMENTS.

IN DECIDING WHETHER TO PURCHASE SECURITIES, EACH INVESTOR MUST CONDUCT AND RELY ON ITS OWN EVALUATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED IN MAKING AN INVESTMENT DECISION WITH RESPECT TO THE SECURITIES. PROSPECTIVE INVESTORS SHOULD NOT CONSTRUE THE CONTENTS OF THIS MEMORANDUM/SAFT AGREEMEENT OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM THE COMPANY, OR ANY PROFESSIONAL ASSOCIATED WITH THE OFFERING/SAFT AGREEMEENT, AS LEGAL OR TAX ADVICE. THE OFFEREE AUTHORIZED TO RECEIVE THIS MEMORANDUM/SAFT AGREEMEENT SHOULD CONSULT ITS OWN TAX COUNSEL, ACCOUNTANT OR BUSINESS ADVISOR, RESPECTIVELY, AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING ITS PURCHASE OF THE SECURITIES.

EXCEPT AS OTHERWISE INDICATED, THIS MEMORANDUM/SAFT AGREEMEENT SPEAKS AS OF THE DATE HEREOF. NEITHER THE DELIVERY OF THIS MEMORANDUM/SAFT AGREEMEENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY AFTER THE DATE HEREOF. THE COMPANY MAKES NO WARRANTY TO UPDATE THIS MEMORANDUM/SAFT AGREEMEENT.

WE WILL MAKE AVAILABLE TO ANY PROSPECTIVE INVESTOR, PRIOR TO EACH CLOSING, THE OPPORTUNITY TO ASK QUESTIONS OF AND TO RECEIVE ANSWERS FROM OUR REPRESENTATIVES' CONCERNING US AND THE TERMS AND CONDITIONS OF THE OFFERING AND TO OBTAIN ANY ADDITIONAL RELEVANT INFORMATION TO THE EXTENT WE POSSESS SUCH INFORMATION OR CAN OBTAIN IT WITHOUT UNREASONABLE EFFORT OR EXPENSE.

THE UNITS DESCRIBED HEREIN MAY NOT BE SOLD NOR MAY ANY OFFERS TO PURCHASE BE ACCEPTED PRIOR TO THE DELIVERY TO PROSPECTIVE INVESTORS OF CERTAIN UNDERLYING DOCUMENTS INCLUDING, AMONG OTHER THINGS, A PROPOSED SUBSCRIPTION AGREEMENT REFLECTING THE DEFINITIVE TERMS AND CONDITIONS OF THE OFFERING. THE FULL TEXT OF SUCH PROPOSED SUBSCRIPTION AGREEMENT SHOULD BE REVIEWED CAREFULLY PRIOR TO PURCHASE.

THIS MEMORANDUM/SAFT AGREEMEENT (TOGETHER WITH ANY AMENDMENTS OR SUPPLEMENTS AND ANY OTHER INFORMATION THAT MAY BE

FURNISHED TO PROSPECTIVE INVESTORS BY US) INCLUDES OR MAY INCLUDE CERTAIN STATEMENTS, ESTIMATES AND FORWARD-LOOKING PROJECTIONS OF THE COMPANY WITH RESPECT TO THE ANTICIPATED FUTURE PERFORMANCE OF THE COMPANY. SUCH STATEMENTS, ESTIMATES AND FORWARD-LOOKING PROJECTIONS REFLECT VARIOUS ASSUMPTIONS OF MANAGEMENT THAT MAY OR MAY NOT PROVE TO BE CORRECT AND INVOLVE VARIOUS RISKS AND UNCERTAINTIES.

THIS MEMORANDUM/SAFT AGREEMEENT CONTAINS ALL OF THE REPRESENTATIONS BY US CONCERNING THIS OFFERING, AND NO PERSON IS AUTHORIZED TO MAKE DIFFERENT OR BROADER STATEMENTS THAN THOSE CONTAINED HEREIN. INVESTORS ARE CAUTIONED NOT TO RELY UPON ANY INFORMATION NOT EXPRESSLY SET FORTH IN THIS MEMORANDUM/SAFT AGREEMEENT.

THIS MEMORANDUM/SAFT AGREEMEENT DOES NOT CONSTITUTE AN OFFER TO SELL OR SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OTHER THAN THE UNITS OFFERED HEREIN, NOR DOES IT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY FROM ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION. NEITHER THE DELIVERY OF THIS MEMORANDUM/SAFT AGREEMEENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF OR THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE SUCH DATE.

THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

<u>FOR RESIDENTS OF ALL STATES</u>

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF OUR COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS

DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE ABLE TO WITHSTAND A TOTAL LOSS OF THEIR INVESTMENT.

FOR RESIDENTS OF CALIFORNIA

IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THESE SECURITIES, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

FOR RESIDENTS OF CONNECTICUT

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER SECTION 36-485 OF THE CONNECTICUT UNIFORM SECURITIES ACT AND, THEREFORE, CANNOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES ACT OF CONNECTICUT, IF SUCH REGISTRATION IS REQUIRED, OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

FOR RESIDENTS OF FLORIDA

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR THE FLORIDA SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING.

WHEN SALES ARE MADE TO FIVE OR MORE PERSONS IN FLORIDA, ANY SALE IN FLORIDA MADE PURSUANT TO THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT SECTION 517.061(11) IS VOIDABLE BY THE PURCHASER IN SUCH SALE EITHER WITHIN 3 DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY SUCH PURCHASER TO THE ISSUER, OR WITHIN 3 DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER.

THE AVAILABILITY OF THE PRIVILEGE TO VOID SALES PURSUANT TO SECTION 517.061(11) IS HEREBY COMMUNICATED TO EACH FLORIDA OFFEREE.

EACH PERSON IS ENTITLED TO EXERCISE THE PRIVILEGE TO VOID SALES GRANTED BY SECTION 517.061(11)(A)(5) AND ANY PERSON WHO WISHES TO EXERCISE SUCH RIGHT MUST, WITHIN THREE DAYS AFTER THE TENDER OF THE PURCHASE PRICE TO THE ISSUER, AN AGENT OF THE ISSUER (INCLUDING ANY DEALER ON BEHALF OF THE COMPANY OR ANY SALES PERSON OF SUCH DEALER), CAUSE A WRITTEN NOTICE OR EMAIL TO BE SENT TO THE COMPANY AT THE ADDRESS PROVIDED IN THE MEMORANDUM/SAFT AGREEMEENT—SUCH LETTER OR EMAIL MUST BE SENT AND, IF POSTMARKED, POSTMARKED ON OR PRIOR TO THE END OF THE AFOREMENTIONED THIRD DAY. IF A PERSON IS SENDING A LETTER IT IS PRUDENT TO SEND SUCH LETTER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ASSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE THE DATE IT WAS MAILED. PERSONS WHO MAKE THIS REQUEST ORALLY MUST ASK FOR WRITTEN CONFIRMATION THAT THIS REQUEST HAS BEEN RECEIVED.

FOR RESIDENTS OF GEORGIA

THESE INTERESTS HAVE BEEN ISSUED OR SOLD IN RELIANCE ON PARAGRAPH (13) OF CODE SECTION 10-5-9 OF THE "GEORGIA SECURITIES ACT OF 1973" AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SUCH ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SUCH ACT.

THE STATEMENTS MADE IN THE MEMORANDUM/SAFT AGREEMEENT ARE MADE AS OF THE DATE INDICATED ON THE COVER HEREOF. NEITHER THE DELIVERY OF THIS MEMORANDUM/SAFT AGREEMEENT NOR ANY SALE HEREUNDER SHALL CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO SUCH DATE.

FOR RESIDENTS OF MASSACHUSETTS

EACH NON-ACCREDITED MASSACHUSETTS PURCHASER OF THESE SECURITIES MUST HAVE A NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS THEREIN AND AUTOMOBILES) EQUAL TO AT LEAST THREE (3) TIMES SUCH INVESTOR'S INVESTMENT HEREIN.

FOR RESIDENTS OF NEW JERSEY

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE BUREAU OF SECURITIES OF THE STATE OF NEW JERSEY, NOR HAS THE BUREAU PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. THIS OFFERING HAS

NOT BEEN FILED WITH THE BUREAU OF SECURITIES. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

FOR RESIDENTS OF NEW YORK

THIS MEMORANDUM/SAFT AGREEMEENT HAS NOT BEEN REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW YORK PRIOR TO ITS ISSUANCE AND USE. THE ATTORNEY GENERAL OF THE STATE OF NEW YORK HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR THE NEW YORK FRAUDULENT PRACTICES ("MARTIN") ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT, OR THE MARTIN ACT, IF SUCH REGISTRATION IS REQUIRED.

FOR RESIDENTS OF OHIO

THE INTERESTS ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SECTION I707.03 (Q) OF THE OHIO SECURITIES ACT AND MAY NOT BE REOFFERED FOR SALE, TRANSFERRED OR RESOLD IN THE STATE OF OHIO EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

FOR RESIDENTS OF PENNSYLVANIA

UNDER PROVISIONS OF THE PENNSYLVANIA SECURITIES ACT OF 1972, EACH PENNSYLVANIA RESIDENT SHALL HAVE THE RIGHT TO WITHDRAW HIS ACCEPTANCE WITHOUT INCURRING ANY LIABILITY, TO THE SELLER, UNDERWRITER (IF ANY) OR ANY PERSONS, WITHIN TWO (2) BUSINESS DAYS FROM THE DATE OF RECEIPT BY THE ISSUER OF HIS WRITTEN BINDING CONTRACT OF PURCHASE OR IN THE CASE OF A TRANSACTION IN WHICH THERE IS NOT WRITTEN BINDING CONTRACT OF PURCHASE, WITHIN (2) BUSINESS DAYS AFTER HE MAKES THE INITIAL PAYMENT FOR THE SECURITIES BEING OFFERED.

EACH PENNSYLVANIA RESIDENT WHO SUBSCRIBES FOR THE SECURITIES BEING OFFERED HEREBY AGREES NOT TO SELL THESE SECURITIES FOR A PERIOD OF TWELVE MONTHS AFTER THE DATE OF PURCHASE.

TO WITHDRAW A SUBSCRIPTION TO PURCHASE SECURITIES, A SUBSCRIBER NEED ONLY SEND A LETTER OR EMAIL TO THE COMPANY AT THE ADDRESS SET FORTH IN THE TEXT OF THIS MEMORANDUM/SAFT AGREEMEENT, INDICATING HIS OR HER INTENTION TO WITHDRAW. SUCH LETTER OR EMAIL SHOULD BE SENT AND POSTMARKED PRIOR TO THE END OF THE AFOREMENTIONED SECOND BUSINESS DAY. IT IS PRUDENT TO SEND SUCH LETTER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE THE TIME WHEN IT WAS MAILED. IF THE REQUEST IS MADE ORALLY (IN PERSON OR BY THE TELEPHONE TO THE COMPANY AT THE NUMBER LISTED IN THE TEXT OF THIS MEMORANDUM/SAFT AGREEMEENT), A WRITTEN CONFIRMATION THAT THE REQUEST HAS BEEN RECEIVED SHOULD BE REQUESTED.

FOR RESIDENTS OF TEXAS

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE TEXAS SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE TEXAS SECURITIES ACT, IF SUCH REGISTRATION IS REQUIRED, OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

NASAA UNIFORM LEGEND

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS MEMORANDUM/SAFT AGREEMEENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO FOREIGN INVESTORS

IF YOU LIVE OUTSIDE THE UNITED STATES, IT IS YOUR RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY PURCHASE, INCLUDING OBTAINING REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER FORMALITIES.

FORWARD-LOOKING STATEMENTS

Some of the information in this MEMORANDUM/SAFT AGREEMEENT contains forward-looking statements within the meaning of the federal securities laws. Forward-looking statements typically are identified by use of terms such as "anticipate," "believe," "plan," "expect," "future," "intend," "may," "will," "should," "estimate," "predict," "potential," "continue," and similar words, although some forward-looking statements address matters that involve risk and uncertainties, and there are many important risks, uncertainties and other factors that could cause the Company's actual results, as well as those of the markets the Company serves, levels of activity, performance, achievements and prospects to differ materially from the forward-looking statements contained in this MEMORANDUM/SAFT AGREEMEENT. You should also carefully consider the statements under "Risk Factors" and other sections of this MEMORANDUM/SAFT AGREEMEENT, which address additional facts that could cause the Company's actual results to differ from those set forth in the forward-looking statements. The Company undertakes no obligation to publicly update or review any forward-looking statements, whether as a result of a new information, future developments or otherwise. In the private placement MEMORANDUM/SAFT AGREEMEENT, unless the context indicates otherwise the terms "DROP Protocol" "Company", "we", "us" and "our" refer to DROP Protocol Inc.

INVESTOR SUITABILITY STANDARDS AND CONDITIONS

These securities are highly speculative and involve a high degree of risk and should not be purchased by anyone who cannot afford a total loss of his or her investment. See "Risk Factors."

Substantial Means and Net Worth.

Purchase of the securities offered hereby is suitable for either accredited and non-accredited investors who have no need for liquidity in this investment and who have adequate means of providing for their annual needs and contingencies. Accordingly, the securities offered herein will be sold to up to 35 non-accredited investors or to accredited investors, as defined in Rule 501 of Regulation D, when such investor: (i) has a net worth (exclusive of primary residence) of at least $1,000,000.00, or (ii) has during the last two years, and expects to have during the current year, gross income from any source of at least $200,000 or $300,000 together with their spouse.

Access to Material Information.

A potential investor will, prior to the sale of the securities offered herein and if desired by the Investor, be given reasonable access to the books and records of the Company, any material agreements and documents relating to the proposed transaction, and an opportunity to question the appropriate executive officers of the Company. Such requests for information may be directed to the Company at the registered office address: DROP PROTOCOL INC. at 401 N Carroll Ave., Ste. 192, Southlake, TX 76092 or by email to info@dropprotocol.io

RISK FACTORS

Investment in the Units offered here by is speculative in nature, involves a high degree of risk and should not be made by an investor who cannot afford the loss of his entire investment. Each involves material risks. Prospective subscribers should consider, in addition to the factors set forth elsewhere in this MEMORANDUM/SAFT AGREEMEENT and general investment risks, the following risks before making a decision to subscribe for Units.

Limitations on Insurance

The Company intends to arrange for insurance to cover its investments in the Projects, if necessary, including liability, fire and extended coverage, as is customarily obtained in the United States or abroad for similar Projects. However, there are certain types of losses (such as earthquakes, floods, wars and terrorist attacks) or limitations or duties arising from changes in the laws (such as inability to perform post-casualty reconstruction to a Projects' initial specifications) that may not be economically insurable. Policies are typically for one year, and no assurance can be given that upon policy expiration similar overages or rates will be available. Should an uninsured event occur, the Company could lose all or part of its invested capital and anticipated profits from the property.

Limited Liquidity of Units

Presently, we are a private company. Purchasers of the Units offered hereby must be aware of the long-term nature of their investment and be able to bear the economic risk of their investments. There is only a limited ability for a Units holder to sell its Units or Memberships, as those transfers or sales would have to be made privately. Therefore, an investment in our Units should be considered as totally illiquid, and investors are cautioned that they may not be able to liquidate their investment readily or at all when the need or desire to sell arises.

Systemic Risk

World events and/or the activities of one or more large participants in the financial markets and/or other events or activities of others could result in a temporary systemic breakdown in the normal operation of financial markets. Such events could result in the Company losing substantial value and incurring substantial losses.

No Participation in Management

The management of the Company is vested solely in its Directors and Officers and the Investors in the Units will be strictly passive investors and will have no right to take part in or control of the business of the Company.

Investor funds will not accrue interest while in Escrow prior to closing.

All funds delivered in connection with subscriptions for Shares will be deposited in a non-interest-bearing escrow account with the Company until a closing of the minimum offering is held. If the minimum offering is not sold investor subscriptions will be returned without interest or deduction. Investors will not have the use of such funds or receive interest thereon pending the completion or termination of the Offering.

Management has discretion on how to use the proceeds.

The net proceeds from this Offering will be used for the purposes described under "Use of Proceeds." However, in order to address changed circumstances or opportunities we reserve the right to use the funds obtained from this Offering for other similar purposes not presently contemplated which we deem to be in the best interests of the Company, its shareholders and DROPverse™ Community Members. As a result of the foregoing, the success of the Company will be substantially dependent upon the discretion and judgment of Management with respect to application and allocation of the net proceeds of this Offering.

Conflicts of Interest

The Company's directors and officers will have no obligation to devote full time to the business of the Company. However, they will devote such adequate time and attention to the affairs of the Company, as they may deem appropriate in their sole and absolute discretion. None of the directors or officers of the Company are restricted by an agreement not to compete with the Company, and the directors and officers may engage in other activities or ventures which may result in various conflicts of interest between them and the Company. The directors and officers of the Company can acquire up to thirty-three and one third percent of the Units issued by the Company. These Units can be either purchased or acquired by the directors and officers or in lieu of services rendered to the Company. The Company may also issue Units in lieu of investment into any of the Projects at its sole discretion. As a result of using Units in lieu of cash payments the maximum amount of this offering would be decreased by any amounts equal to the number of Units paid for commissions, services rendered or fees. The Company's directors and officers may introduce Projects to the Company in which they may already hold an interest.

Competition

The Company faces strong competition from many established Investment Funds. Many of these companies are larger and have greater financial resources than the Company's and there can be no assurance that the Company's business will be successful.

General Risks Related to the Projects

The Company may make investments into Projects located in the United States or abroad and such investments and may be subject to risks related to doing business in those jurisdictions. The investments of the Company could be adversely affected by internal political, economic, legal and social uncertainties in foreign countries. Although the Global economy has experienced significant growth in the past 20 years, growth has been uneven, both geographically and among various sectors of the economy. In some countries, the government exercises significant control over their economic growth through allocation of resources, controlling payment of foreign currency-denominated obligations, setting monetary policy and providing preferential treatment to particular industries or companies. Any change in policy by these governments could adversely affect investments in or business relationships with foreign businesses. Changes in policy could result in the imposition of restrictions on currency conversion, imports, or the source of supplies, as well as new laws affecting joint ventures and foreign-owned enterprises doing business in these countries.

As a developing nations' economies are more volatile than those of most developed western industrial economies, some differ significantly from each other in their structure, amount of government involvement, growth rate, level of development, capital reinvestment, resource allocation, control of foreign exchange, and self-sufficiency.

Foreign governments could change its policies toward private enterprise or even nationalize or expropriate them, which could result in the total loss of the Company's Project investments in foreign jurisdictions.

The Global economy has been transitioning from a planned economy to a more market-orientated economy. Although in recent years the foreign governments have implemented measures emphasizing the utilization of market forces for economic reform, the reduction of state ownership of productive assets and the establishment of sound corporate governance in business enterprises, a substantial portion of the productive assets in foreign countries are owned by the governments in those countries. The continued control of these assets and other aspects of the national economy by their governments could materially and adversely affect DROP Protocol's portfolio Projects.

There can be no assurance that under some circumstances, the governments of foreign countries will not discontinue the pursuit of its economic reform policies or significantly alter them to the Company's detriment from time to time with little, if any, prior notice. Changes in policies, laws and regulations or in their interpretation or the imposition of confiscatory taxation, restrictions on currency conversion, restrictions or prohibitions on dividend payments to stockholders, devaluations of currency or the nationalization or other expropriation of private enterprises could have a material adverse effect on the Company's investments. Nationalization or expropriation could even result in the total loss of the Company's investments in Projects with interests in foreign countries and in the total loss of an Investor's investment in the Units.

Foreign legal systems embody uncertainties, which could limit the legal protections available to the Company's Projects

Foreign countries' legal systems can be a civil law system based on written statutes. Unlike common law systems such as the United States and the United Kingdom, foreign legal sometimes systems are a system in which decided legal cases have little precedential value. Most foreign governments have began to promulgate a comprehensive system of laws and regulations governing economic matters in general. The overall effect of legislation over the past 20 years has significantly enhanced the protections afforded to various forms of foreign investment. Recent legal and political changes Worldwide have resulted in many reforms. However, these laws, regulations, and legal requirements are relatively recent, and there is little, if any, precedence in their interpretation and enforcement. This lack of experience with these new laws creates uncertainties that could limit the Company's Projects ability to accurately predict the exact legal protections available to the Company's Projects. In addition, any litigation in foreign jurisdictions may be protracted and result in substantial costs and diversion of resources and management attention.

Future inflation may inhibit economic activity.

In recent years, the Worldwide economy has experienced periods of rapid expansion and high rates of inflation. During the past decade, the rate of inflation has fluctuated, and these fluctuations have led to the adoption by many foreign governments, from time to time, of various corrective measures designed to restrict the availability of credit or regulate growth and contain inflation. While inflation has been more moderate recently, high inflation now, and may in the future cause these foreign governments to impose controls on credit and/or prices, or to take other action, which could inhibit economic activity within their countries, and thereby adversely affect the market for products or commodities.

Lack of Public Information Regarding Private Investments.

The Company will generally make illiquid investments in Projects. Any investment is inherently risky and is subject to changes in economic and regulatory conditions, competition, raw material costs, energy costs, marketing risks and numerous other factors, many of which are outside the control of the Company and its Projects.

Development sales and operating revenues could decline due to macro-economic and other factors outside of our Projects' control, such as changes in consumer confidence and declines in employment levels.

Changes in national and regional economic conditions, as well as local economic conditions where DROP Protocol Projects may conduct their operations may result in more caution on the part of consumers and consequently decreased demand for goods and commodities which could impact on its business operations. These economic uncertainties involve, among other things, conditions of supply and demand in local and international markets and changes in consumer confidence and income, employment levels, and government regulations.

We could experience a reduction in revenues or reduced cash flows if we are unable to obtain reasonably priced financing to support our Projects' activities in the future.

The scope of the Projects may be capital intensive, and the development of some Projects may require significant up-front expenditures to acquire land, build infrastructure and begin development. Accordingly, we may incur substantial expenses or indebtedness to finance our Projects, building and land development activities. Although we believe that internally generated funds will be sufficient to fund our working capital and other Project expenditures (including land acquisition, development, and construction activities), the amounts available from such sources may not be adequate to meet our needs. If such sources are not sufficient, we may seek additional capital in the form of debt or equity financing from a variety of potential sources, including bank financing and further securities offerings. Our ability to secure sufficient financing for the investment in the Projects development depends on several factors that are beyond our control, including market conditions in the capital markets, lenders' perception of our creditworthiness, the foreign economy and foreign government regulations that may affect the availability and cost of

financing for companies. The availability of borrowed funds, to be utilized if needed, for land acquisition, development, and construction, may be greatly reduced, and the lending community may require increased amounts of equity to be invested in a Project by borrowers in connection with new loans. The failure to obtain sufficient capital to fund our planned capital and other expenditures could have a material adverse effect on our business.

We may require additional capital in the future, which may not be available on favorable terms or at all.

Our future capital requirements will depend on many factors, including industry and market conditions, our ability to successfully implement our new branding and marketing initiative and expansion of our Projects' production capabilities. We anticipate that we may need to raise additional funds in order to grow our business and implement our business strategy. We anticipate that any such additional funds would be raised through equity, crypto currency or debt financings. In addition, we may enter into a revolving credit facility or a term loan facility with one or more syndicates of lenders. Any equity or debt financing, if available at all, may be on terms that are not favorable to us. If we cannot obtain adequate capital, we may not be able to fully implement our business strategy, and our business, results of operations and financial condition would be adversely affected.

Our Projects may be subject to extensive government regulation which could cause us to incur significant liabilities or restrict our business activities.

Regulatory requirements could cause our Projects to incur significant liabilities and operating expenses and could restrict our business activities. Our Projects are subject to statutes and rules regulating, among other things, certain developmental matters, building and site design, and matters concerning the protection of health and the environment. Our operating expenses may be increased by governmental regulations such as permitting allocation ordinances and impact and other fees and taxes, which may be imposed to defray the cost of providing certain governmental services and improvements. Any delay or refusal from government agencies to grant us necessary licenses, permits, concessions and approvals could have an adverse effect on our operations.

Our Projects may be unable to acquire desired business interests, technology, development land sites at commercially reasonable costs.

Our revenue depends on the completion, development, receipt of distributions, dividends or sale of our business interests, which in turn depends on our ability to acquire other business interests, technology and/or development sites. Abroad foreign governments may control the supply of land and may regulate manufactured products, commodities, land sales and transfers in the secondary market. As a result, the policies of foreign governments, including those related to exports, land supply and urban planning, may affect our Projects' ability to acquire, and our costs

of acquiring business interests and land use rights for our projects. In recent years, foreign governments have introduced various measures attempting to moderate investment in business interests and the property markets.

We may be adversely affected by the fluctuation in raw material prices and selling prices of the products of our Projects businesses.

Our Projects and the raw materials they use may experience significant price fluctuations in the future. There is no assurance that they will not be subject to future price fluctuations or pricing control. The land and raw materials the Projects use may experience price volatility caused by events such as market fluctuations or changes in governmental programs. The market price of commodities, land and raw materials may also experience significant upward adjustment, if, for instance, there is a material under-supply or over-demand in the market.

We could be adversely affected by the occurrence of natural disasters.

From time to time, our Projects may experience strong winds, storms, flooding and earthquakes. Natural disasters could impede operations, damage infrastructure necessary to our constructions and operations. The occurrence of natural disasters could adversely affect our business interests, the results of our operations, prospects and financial condition.

Our Projects may be dependent on third-party subcontractors, manufacturers, and distributors for construction services and the supply of construction materials, and a discontinued supply of such services and materials will adversely affect our Projects.

Our Projects may be dependent on third-party subcontractors, manufacturers, and distributors for all construction services and the supply of construction materials. A discontinued supply of such services and materials will adversely affect the construction projects.

Intense competition from existing and new entities may adversely affect our revenues and profitability.

In general, our Projects may be in intensely competitive and highly fragmented businesses. DROP Protocol's business interest may compete with various companies. Many of its potential Projects' competitors are more established and have significantly greater financial, technical, marketing and other resources than DROP Protocol presently possesses. Some of our competitors have greater name recognition and a larger customer base. These competitors may be able to respond more quickly to new or changing opportunities and customer requirements and may be able to undertake more extensive promotional activities, offer more attractive terms to customers,

and adopt more aggressive pricing policies. DROP Protocol intends to create greater awareness for its brand name so that it can successfully compete with its competitors but there is no assurance that we will be able to compete effectively or successfully with current or future competitors or that the competitive pressures they face will not harm our business.

We must comply with environmental protection laws that could adversely affect our profitability.

DROP Protocol is determined to have all of its business interests and Projects comply with all environmental protection laws and regulations promulgated by any international or domestic authority. DROP will use its best efforts to invest in Projects that follow sustainable and environmentally sound practices and philosophies. Some of these regulations govern the level of fees payable to government entities providing environmental protection services and the prescribed standards relating to their business operations. Although our Projects or business interests allow the potential Projects to efficiently control the level of pollution resulting from their business operations, due to the nature of their businesses, wastes are unavoidably generated in the processes. If the Projects fail to comply with any of these environmental laws and regulations in their operations, depending on the types and seriousness of the violation, they may be subject to, among other things, warning from relevant authorities, imposition of fines, specific performance and/or criminal liability, forfeiture of profits made, being ordered to close business operations and suspension of relevant permits.

The Company's success depends on its management team and other key personnel, the loss of any of whom could disrupt its business operations.

Our future success will depend in substantial part on the continued service of our senior management, Benjamin Jones, Adam Lafavre, and Brent Nelson. The loss of the services of one or more of our key personnel could impede the implementation of our business plan and result in reduced profitability. The Company's directors and officers will have no obligation to devote full time to the business of the Company. However, they will devote such adequate time and attention to the affairs of the Company, as they may deem appropriate in their sole and absolute discretion. None of the directors or officers of the Company are restricted by an agreement not to compete with the Company, and the directors and officers may engage in other activities or ventures which may result in various conflicts of interest between them and the Company. We do not carry key man life or other insurance on any of its officers or employees. Our future success will also depend on the continued ability to attract, retain, and motivate highly qualified research, technical, sales and marketing customer support people. We cannot guarantee that we will be able to retain our key personnel or that we will be able to attract, assimilate or retain qualified personnel in the future.

Our Projects may fail to obtain or may experience material delays in obtaining necessary government approvals for any of their business development, which may adversely affect our business.

Our Projects must abide by various laws and regulations, including implementation rules promulgated by the local or foreign governments to enforce these laws and regulations. Before commencing, and during the development of a Project, the Projects may need to apply for various licenses, permits, certificates and approvals, including land use rights certificates, construction site planning permits, construction work planning permits, construction permits, and completion acceptance certificates. Our Projects may need to satisfy various requirements to obtain these certificates and permits. In the event that the Projects fail to obtain the necessary governmental approvals for any of our Projects' businesses, or a serious delay occurs in the government's examination and approval progress, we may not be able to maintain our development schedule and our business and cash flows may be adversely affected.

The enforcement of Labor Contract Law and other labor-related regulations in the market may adversely affect our Projects' businesses and our results of operations.

Local and Foreign Labor Contract Law may establish more restrictions and increases costs for employers to dismiss employees, including specific provisions related to fixed-term employment contracts, temporary employment, probation, consultation with the labor union and employee assembly, employment without a contract, dismissal of employees, compensation upon termination and overtime work, and collective bargaining.

We face intense competition from other Projects, competing businesses and developers.

The potential Projects are in businesses that may be highly competitive. In the jurisdictions our Projects will focus on, foreign, local, and regional businesses may be our major competitors, and an there are an increasing number of large foreign state-owned and private national businesses have started entering these markets. Many of our competitors, especially the state-owned and private national property developers, are well capitalized and may have greater financial, marketing and other resources than the Projects have. Some businesses also have land concessions, land banks, greater economies of scale, broader name recognition, a longer track record and more established relationships in certain markets.

Competition among businesses may result in increased costs for the businesses for development, increased costs for raw materials, shortages of skilled contractors, a slowdown in the rate at which new developments will be approved and/or reviewed by the relevant government authorities and an increase in administrative costs for hiring or retaining qualified personnel, any

of which may adversely affect our business and financial condition. Furthermore, other Project developers that are better capitalized than we are may be more competitive in acquiring land through the auction process. If we cannot respond to changes in market conditions as promptly and effectively as our competitors or effectively compete for land acquisition through the auction systems and acquire other factors of production, our business and financial condition will be adversely affected.

Government's economic policies could affect our business.

While the global economy has experienced significant growth in the past twenty years, such growth has been uneven, both geographically and among various sectors of the economy. Global governments have implemented various measures to encourage economic growth and guide the allocation of resources. Some of these measures benefit the overall economy, but they may also have a negative effect on us. For example, operating results and financial condition may be adversely affected by the government control over capital investments or changes in tax regulations.

The Global Economy has been changing to a more market-oriented economy. In recent years governments have implemented measures emphasizing the utilization of market forces for economic reform and the reduction of state ownership of productive assets, and the establishment of corporate governance in business enterprises; however, a substantial portion of productive assets may still be owned by the government. In addition, foreign governments may play a significant role in regulating industry development by imposing industrial policies. They may also exercise significant control over economic growth through the allocation of resources, the control of payment of foreign currency- denominated obligations, the setting of monetary policy and the provision of preferential treatment to industries or companies.

Capital outflow policies in foreign jurisdictions may hamper our Projects' ability to remit income to the United States.

If a foreign government imposes controls on the convertibility to foreign currencies and, in certain cases, the remittance of currency out of the foreign jurisdiction. DROP Protocol intends to receive all of our revenues from its Project investments in United States Dollars. Existing foreign exchange regulations, payments of dividend and current account items, including profit distributions, interest payments and trade and service-related foreign exchange transactions, may be made in foreign currencies without prior approval from foreign or state banking authorities. Foreign governments may also at their discretion restrict access in the future to foreign currencies for current account transactions.

The fluctuation of Ether and the United States Dollar ("USD") may materially and adversely affect our business.

The value of the U.S. dollar and other currencies or crypto currencies may fluctuate and is affected by, among other things, changes in the domestic and foreign political and economic conditions and the affected jurisdictions foreign exchange policies. The conversion of foreign currencies and U.S. dollars into Ether or other crypto currencies, may be based on exchange rates set by the foreign government banking authorities. Any significant revaluation of crypto currencies because of the USD or foreign currencies may materially and adversely affect our cash flows, revenues and financial condition.

There can be no assurance that Ether, other crypto currencies or foreign currencies will not be subject to devaluation. We may not be able to hedge effectively against such devaluation, so there can be no assurance that future movements in the exchange rate of other currencies will not have an adverse effect on our financial condition.

No Assurances of Protection for Property Rights; Reliance on Trade Secrets.

In certain cases, the Company's Projects may rely on trade secrets to protect intellectual property, proprietary technology, and processes, which the Project has acquired, developed, or may develop in the future. There can be no assurances that secrecy obligations will be honored or that others will not independently develop similar or superior products or technology. The protection of intellectual property and/or proprietary technology through claims of trade secret status has been the subject of increasing claims and litigation by various companies both in order to protect proprietary rights as well as for competitive reasons even where proprietary claims are unsubstantiated. The prosecution of proprietary claims or the defense of such claims is costly and uncertain given the uncertainty and rapid development of the principles of law pertaining to this area. The Company's Projects, in common with other firms, may also be subject to claims by other parties with regard to the use of intellectual property, technology information and data, which may be deemed proprietary to others.

Long Term Nature of Investments

An investment in the Projects may be potentially long term and illiquid. The offer and sale of the Units will not be registered under the Securities Act or any foreign or state securities laws by reason of exemptions from such registration. Prospective investors will be required to represent in writing that they are purchasing the Units for their own account for long-term investment and not with a view towards resale or distribution. Accordingly, purchasers of Units must be willing and able to bear the economic risk of their investment for a long period of time. It is likely that investors will not be able to liquidate their investment in the event of an emergency as there is no

current market for the Units or Memberships and there is no market is expected to develop in the near future.

THE FOREGOING LIST OF RISK FACTORS DOES NOT PURPORT TO BE A COMPLETE ENUMERATION OR EXPLANATION OF THE RISKS INVOLVED IN AN INVESTMENT IN THE UNITS. OFFEREES SHOULD READ THE ENTIRE MEMORANDUM/SAFT AGREEMEENT AND CONSULT WITH THEIR OWN ADVISORS BEFORE DECIDING TO SUBSCRIBE FOR UNITS.

You should read this Offering Memorandum/SAFT Agreement and any accompanying Offering Memorandum/SAFT Agreement supplement and the documents that we reference herein and therein and have filed as exhibits, of which this Offering Memorandum/SAFT Agreement is part, completely and with the understanding that our actual future results may be materially different from what we concurrently expect. You should assume that the information appearing in this Offering Memorandum/SAFT Agreement, any accompanying Offering Memorandum/SAFT Agreement supplement and any document incorporated herein by reference is accurate as of its date only. Because the risk factors referred to in this Offering Memorandum/SAFT Agreement, could cause actual results or outcomes to differ materially from those expressed in any forward-looking statements made by us or on our behalf, you should not place undue reliance on any forward-looking statements. Further, any forward-looking statement speaks only as of the date on which it is made, and we undertake no obligation to update any forward-looking statement to reflect events or circumstances after the date on which the statement is made or to reflect the occurrence of unanticipated events. New factors emerge from time to time, and it is not possible for us to predict which factors will arise. In addition, we cannot assess the impact of each factor on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. We qualify all of the information presented in this Offering Memorandum/SAFT Agreement, any accompanying Offering Memorandum/SAFT Agreement supplement and any document incorporated herein by reference, and particularly our forward-looking statements, by these cautionary statements.

SUMMARY OF THE OFFERING

The following material summarizes the information contained elsewhere in this Confidential Private Placement Memorandum/SAFT Agreement (the "Memorandum/SAFT Agreement"). This summary is qualified in its entirety by express reference to the materials referred to and contained herein. Each prospective subscriber should carefully review the entire Memorandum/SAFT Agreement and all materials referred to herein and conduct his or her own due diligence before investing in the Units.

DROP PROTOCOL INC., (herein referred to from time to time as "DROP" or the "Company") a Texas corporation, was incorporated on April 10, 2023. Its registered office is 401 N Carroll

Ave., Ste. 192, Southlake, TX 76092. DROP PROTOCOL INC., is engaged in the business of sustainable and environmentally responsible investing and developing underutilized assets, including but not limited to the music industry, Artificial Intelligence ("AI"), mining, harvesting, the manufacturing, and marketing of wood and timber products, commercial and residential real estate properties (Collectively the "Projects").

The Company is offering a minimum of 50 Units, which comprise of one Digital Inter-Planetary Supply Crate ("DISC") per Unit, (collectively the "Units") and a maximum of 8,888 Units at the price of US$5,000.00. This can be paid by wire transfer or any one of a number of acceptable crypto currencies, such as Ether ("ETH") (the Ethereum transactional token that facilitates operation on the Ethereum network) equivalent per Unit. The investor can make this investment by wire transfer or by the Ethereum Blockchain through the Company's website. For generic instructions on how to convert dollars to ETH please see Exhibit III attached hereto. The US $5,000.00 Ether, or other crypto currency, equivalent will be paid through the blockchain using an equivalent value of Ether to the Unit price of US $5,000.00 and will then be converted back into US Dollars by the Company to settle the payment for the Unit. All units must be settled in US Dollars. No fractional interest in any Units is being offered. The Units will also grant the investor an exclusive Membership in the DROPverse™ Community ("DROPverse™" or "DROP" Community) and investors that buy four units will have the right to use those four units to become a Planet Baron in the DROPverse™ with the rights and privileges to a Digital Planet. There will only be 100 Planet Baron Titles available for 4 units each. Thereafter, it will require 5 Units to acquire one Planet Baron Title with the rights and privileges to a Digital Planet. Investors may acquire as many Planet Baron Titles as they wish. The funds will be used to make investments into the Projects. The Company intends to make these investments either directly, or through a wholly owned SPV or a wholly owned company specifically formed to hold any specific investment.

Use of Proceeds.

The Company will utilize the proceeds from the sales of the Units to engage in the business of sustainable and environmentally responsible investing in the United States and abroad and is developing underutilized assets, including but not limited to the music industry, Artificial Intelligence ("AI"), mining, the harvesting, the manufacturing, and marketing of wood products, commercial and residential real estate properties (Collectively the "Projects").

Long Term Investment Strategy and Objectives.

DROP Protocol's objective is to create a robust online community and Membership program. It will also use its "Learn to Earn™" platform to educate and advertise to its community and to inform community members as to status of its investments and market products and services. Learn to Earn™ is the Company's proprietary educational and advertising system that rewards

DROPverse™ community members for educating themselves by watching videos on a variety of topics. The Company will pursue investment and development opportunities in the United States and abroad ("the Projects"). DROP will use its best efforts to invest in Projects that follow sustainable and environmentally sound practices.

DISCRIPTION OF THE OFFERING

The Company is offering a minimum of 50 Units and a maximum of 8,888 Units at the price of US$5,000.00 or crypto currency equivalent per Unit. No fractional interest in any Units is being offered. The Units will give the investor a DISC and allow the investor to become a member of the DROPverse™ Community and investors that buy four units will have the right to use those four units to become a Planet Baron in the DROPverse™ with the rights and privileges to a Digital Planet. There will only be 100 Planet Baron Titles available for 4 units each. Thereafter, it will require 5 Units to acquire one Planet Baron Title with the rights and privileges to a Digital Planet. Investors may acquire as many Planet Baron Titles as they wish. The funds will be used to make investments into the Projects.

Each US purchaser must read and acknowledge the receipt of this Offering Memorandum/SAFT Agreement, electronically execute a Subscription Agreement making certain representations and warranties to the Company, including such purchaser's qualifications as an Accredited or Non-Accredited Investor as defined by the Securities and Exchange Commission in Rule 501(a) of Regulation D.

REQUIREMENTS FOR PURCHASERS

Prospective purchasers of the Units offered by this Memorandum/SAFT Agreement should give careful consideration to certain risk factors described under the "RISK FACTORS" section and especially to the speculative nature of this investment and the limitations described under that caption with respect to the lack of a readily available market for the Units and the resulting long-term nature of any investment in the Company. This Offering is available to any Accredited Investors and up to 35 Non-Accredited Investors.

GENERAL SUITABILITY STANDARDS

The Units will not be sold to any person unless such prospective purchaser or his or her duly authorized representative shall have represented in writing to the Company in a Subscription Agreement that:

a) The prospective purchaser has adequate means of providing for his or her current needs and personal contingencies and has no need for liquidity in the investment of the Units;

b) The prospective purchaser's overall commitment to investments which are not readily marketable is not disproportionate to his, her, or its net worth and the investment in the Units will not cause such overall commitment to become excessive; and

c) The prospective purchaser is an "Accredited Investor" or "Non-Accredited Investor" (as defined below).

d) Each person acquiring Units will be required to represent that he, she, or it is purchasing the Units for his, her, or its own account for investment purposes and not with a view to resale or distribution. See "SUBSCRIPTION FOR UNITS" section.

OFFERING PRICE

The price of the Units has been arbitrarily established by the Company and bears little relationship to the assets, or net worth of the Company, or any other objective criteria.

LITIGATION

The Company is not presently a party to any litigation, nor to the knowledge of Management is any litigation threatened against the Company, which may materially affect the business of the Company or its assets.

DESCRIPTION OF UNITS

The Company is offering a minimum of 50 Units and a maximum of 8,888 Units at the price of US$5,000.00 or crypto currency equivalent per Unit. No fractional interest in any Units is being offered. The Units will include a DISC and allow the investor to become a member of the DROPverse™ Community (the "Membership") and investors that buy four units will have the right to use those four units to become a Planet Baron in the DROPverse™ with the rights and privileges to a Digital Planet. There will only be 100 Planet Baron Titles available for 4 units each. Thereafter, it will require 5 Units to acquire one Planet Baron Title with the rights and privileges to a Digital Planet. Investors may acquire as many Plant Baron Titles as they wish. The funds will be used to make investments into Projects.

Prior to the date of this Private Placement Memorandum/SAFT Agreement ("Memorandum/SAFT Agreement"), there has been no public market for the securities of the Company and no public market will develop because of this Private Offering.

A minimum of fifty (50) Units ("Units") are being offered to investors on a "best efforts all or none" basis with a minimum subscription of US$5,000.00 or crypto currency equivalent per Unit and an additional eight-thousand, eight-hundred and thirty-eight (8,838) Units are being offered on a "best efforts" basis. The Offering will commence on August 15, 2023 and continue for a

period of 12 months unless extended by the Company for an additional six months or until completion of the Offering, whichever occurs sooner. All funds will be held in escrow by the Company until the minimum of $250,000.00 has been received at which time such sum will be paid to the Company' operating account. Thereafter, all monies received by the Company be immediately paid to the Company until a maximum of $44,440,000 (minus any amounts equal to the number of Units paid for commissions, services rendered or fees) has been received or the Offering period expires, whichever comes first. If a minimum of $250,000.00 is not received by the expiration of the Offering period, all monies will be returned to Subscribers without interest or deduction.

The Company intends to offer the Units directly to the public through its officers and directors in those jurisdictions where sales by such persons are permitted by law. No commission will be paid to any officer or director on account of any sales of the Company's Units. The Company reserves the right to offer the Units to Investors through FINRA-Member-Broker Dealers, or other persons to whom payment of commissions or fees is permitted under applicable law, for commissions of up to fifteen (15%) percent of the Purchase Price of the Units sold thereby.

In the event of the dissolution, liquidation or winding up of the Company, the assets then legally available for distribution will be distributed ratably among the Units holders in proportion to their Units prior to distribution to Shareholders of the Company.

MANAGEMENT DIRECTORS AND EXECUTIVE OFFICERS

Officers and Directors. Each director of the Company is elected to a term of one year and serves until his successor is elected and qualified. Each officer of the Company is elected by the Board of Directors to a term of one year and serves until his/her successor is duly elected and qualified or until he is removed. The Board of Directors has no nominating, auditing, or compensation committees.

The officers and directors of the Company, and further biographical information concerning them are as follows:

Name	Age	Title
Benjamin Jones	34	CEO/President/Director
Adam LaFavre	57	Director
Brent Nelson	62	Director & Secretary

Biographies

Benjamin Jones is the CEO, President, and a Director of DROP Protocol. He is also the Founder of FocusThenWIN LLC and The Lion Factory. Mr. Jones is an innovative entrepreneur whose businesses are focused on growth, leadership, and personal development in various industries.

Prior to his business career, Mr. Jones was a professional football player, a football coach who represented the United States of America while playing/coaching football internationally for half a decade in an assortment of countries including Finland, Poland, Croatia, Spain, and Brazil.

Mr. Jones has taken his team building skills to the world of business, specifically to the areas of marketing, communication training, team development and personal development coaching. He has excelled in pushing leaders to their full potential and has helped thousands of people become successful and develop into the best version of themselves.

Mr. Jones has an in-depth knowledge and experience in the blockchain industry as he was an early adopter of Bitcoin and other cryptocurrencies. He has also been a consultant with various blockchain and crypto currency companies.

Mr. Jones has consulted with and helped set up large scale crypto mining software and hardware projects, including being one of the first pioneers of the launch of GALA Games, and a host of other blockchain brands under the Connect United umbrella. Mr. Jones will be running DROP Protocol on a daily basis and be responsible for the overall direction of the Company including providing content through the Company's proprietary "Learn to Earn™" format. Learn to Earn™ is the Company's proprietary educational and advertising system that rewards DROPverse™ community members for educating themselves by watching videos on a variety of topics.

Adam LaFavre is Director of DROP Protocol. Mr. LaFavre has been a salesman, advisor, dealmaker, and senior level executive for 25+ years in the real estate industry including but not limited to the development, brokerage, and financing of real estate projects. He also has vast experience in the fields of Mergers and Acquisitions, sales, health care, communications and the oil and gas industry.

Currently he is the Senior Advisor at Global Consulting and the CEO of Liberty Energy USA. Mr. LaFavre has been forged his career by the crucible of entrepreneurship and litigation, which have combined to provide him with the invaluable experience that he brings to all of his endeavors.

Global Consulting's specialty is connecting principals and CEO's for mutually equitable, beneficial and sizeable transactions. Global is a performance-based company, a royalty and licensing company that only earns money when its clients generate revenue off of Global's efforts.

Liberty Energy USA explores for, develops, produces, and markets natural gas and petroleum from prospect properties located in various producing formations in the United States and abroad. Liberty Energy USA manages and develops the acquisition of oil, gas and/or mineral interests and then facilitates the sale of its produced oil, gas and mineral interests. Target focuses include but are not limited to: the Marcellus Shale, Upper Devonian Shale, Utica Shale, Woodford Shale, Trenton Black River, Oriskany, Wilcox and other formations within the USA and internationally that have been determined to have production potential.

While studying at the University of Minnesota, Mr. LaFavre was a Division-1 linebacker who played for Gophers Football team under the famed coach, Lou Holtz, and that laid the groundwork for his professional career. Mr. LaFavre credits this once-in-a-lifetime experience with giving him a sense of responsibility and purpose that has carried through to his real estate and other business endeavors. Mr. LaFavre will be responsible for guiding DROP Protocol on its investment strategy.

Brent Nelson is a Director and Secretary of DROP Protocol, has been in the field of venture capital for over 30 years. During this time, he has founded a number of companies that have achieved firsts in their fields.

He has a proven track record of developing technologies and bringing them to the public markets or exiting through private sale. Some of these companies that he has founded include: Palmworks; which was the first company to be able to stream real time stock quotations to mobile devices. Mobile PET Systems; a medical imaging company, was the first private owner of Positron Emission Tomography systems in the United States that could detect cancer anywhere in a human body. Interactive Objects; developed the first digital media player and then sold it to Microsoft as their first media player. Evader; was the first company to develop and then sell electric motorcycles and scooters in the United States and abroad. RF Surgical Systems; was the first to develop and then put radio frequency tags into surgical sponges so that they cannot be left behind after surgeries. He has also developed a Copper mine in South America and helped to discover a large zinc/silver/lead deposit in Queensland, Australia which is still in production. He is a founder Kepler Aerospace Ltd., a company developing new disruptive propulsion and energy technologies for use in the civilian, military, and space markets. Currently, Mr. Nelson is the Chairman and a Director of Kepler Aerospace Ltd., Kepler SpaceCore Inc. and Kepler Space Ventures LLC. He is an active member of the AIAA as well as a director of DROP Protocol, SACSA SA and KeplerGTL. Mr. Nelson will be responsible for guiding DROP Protocol on its investment strategy.

PLAN OF DISTRIBUTION

The Company is offering a minimum of 50 Units and a maximum of 8,888 Units at the price of US$5,000.00 or crypto currency equivalent per Unit. No fractional interest in any Units is being offered. The Units will give the investor ownership of a DISC and allow the investor to become a member of the DROPverse™ Community (Membership) and investors that buy four units will have the right to use those four units to become a Planet Baron in the DROPverse™ with the rights and privileges to a Digital Planet. There will only be 100 Planet Baron Titles available for 4 units each. Thereafter, it will require 5 Units to acquire one Planet Baron Title with the rights and privileges to a Digital Planet. Investors may acquire as many Planet Baron Titles as they wish. The funds will be used to complete make investments into Projects.

Prior to the date of this Private Placement Memorandum/SAFT Agreement ("Memorandum/SAFT Agreement"), there has been no public market for the securities of the Company and no public market will develop as a result of this Private Offering.

A minimum of fifty (50) Units ("Units") are being offered to investors on a "best efforts all or none" basis with a minimum subscription US$5,000.00 or crypto currency equivalent per Unit and an additional eight-thousand, eight-hundred and thirty-eight (8,838) Units are being offered on a "best efforts" basis. The Offering will commence on August 15, 2023 and continue for a period of 12 months unless extended by the Company for an additional six months or until completion of the Offering, whichever occurs first. All funds will be held in escrow by the Company until the minimum of $250,000.00 has been received, at which time such sum will be paid to the Company's operating account. Thereafter, all monies received by the Company will be immediately paid to the Company until a maximum of $44,440,000.00 (minus any amounts equal to the number of Units paid for commissions, services rendered or fees) has been received or the Offering period expires, whichever comes first. If a minimum of $250,000.00 is not received by the expiration of the initial Offering period, all monies will be returned to Subscribers without interest or deduction.

The Company intends to offer the Units directly to the public through its officers and directors in those jurisdictions where sales by such persons are permitted by law. No commission will be paid to any officer or director on account of any sales of the Company's Units. The Company reserves the right to offer the Units to Investors through FINRA-Member-Broker Dealers, or other persons to whom payment of commissions or fees is permitted under applicable law, for commissions of up to fifteen (15%) percent of the Purchase Price of the Units sold thereby.

The Company intends to offer the Units directly but reserves the right to offer them through the participating broker-dealers who are members of the FINRA, on an agency basis. There can be no assurance that any or all of the Units will be sold.

The Company's officers, directors and principal shareholders may purchase a portion of the Units offered hereby upon the same terms and conditions as other investors in this Offering. If such purchases are made, they will be made for investment purposes and not with a view to immediate

resale or distribution. To the extent that such persons purchase Units in this Offering, the number of Units that may be purchased by the general public such that the amount for closing is reached will be reduced by like amount.

If after careful review of this Memorandum/SAFT Agreement, completion of your investigation of the Company, consideration of the risks involved in an investment in Units, satisfaction of all questions or concerns related to such an investment decision, and your determination that you meet the suitability requirements provided herein and in the subscription documents, you wish to subscribe for Units, then review, complete and deliver the subscription documents and the purchase price as directed herein prior to the date the Offering terminates.

By signing and returning the Subscription Agreement to us, you will:

Commit to purchase the number of Units that you enter on the signature page, at the price specified on that page, if we accept your subscription.

Make various representations and warranties to us, including that you:

- Recognize that an investment in our Units is speculative and involves a high degree of risk,

- Are a knowledgeable and experienced investor, and an accredited investor within the meaning of Regulation D under the Securities Act and as amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act,

- Are purchasing the Units for your own account, for investment, not with a view to the resale or distribution of the Units until a registration statement is declared effective by the SEC or you are permitted to sell under SEC Rule 144 and that the Units will contain a restrictive legend to that effect,

- Must bear the economic risk of your investment in the Units unless and until a registration statement is declared effective by the SEC or you are permitted to sell under SEC Rule 144, and

- Were given access to any information about us that you requested, including the opportunity to ask questions of our management.

To subscribe for Units offered herein:

- Review, complete execute online prior to the Expiration Date the Subscription Agreement, Investor Questionnaire and Ether Transaction Information attached to

this Memorandum/SAFT Agreement as Exhibits I, II and III; and

- Pay Ether to the Company through its website, prior to the Expiration Date, the full purchase price for the Units you wish to purchase by Ether transfer using the instructions provided on the Company's website as indicated in the Subscription Agreement, attached hereto as Exhibit I.

The subscription documents and the funds representing the purchase price will be held by the Company until acceptance of the subscription and satisfaction of all closing conditions to this Offering. You may not withdraw Ether deposited into escrow. We may at any time and from time to time accept any subscription in whole or in part, or reject any subscription, in our sole discretion for any reason whatsoever and terminate this Offering at any time prior to their acceptance of subscriptions. In the event that your subscription is rejected, or this Offering is otherwise terminated or withdrawn, your US$5,000.00, or crypto currency equivalent, that was delivered by you to the Escrow Account will be returned to you without interest or deduction.

On the closing date of the Minimum Offering, the Company will release the funds and the subscription documents pursuant to the terms and conditions of the Subscription Agreement. After the close of the Minimum Offering, funds will be released to the Company as subscriptions are received and accepted.

INVESTOR SUITABILITY STANDARDS

PURCHASE OF THE UNITS INVOLVES SIGNIFICANT RISKS AND IS A SUITABLE INVESTMENT ONLY FOR CERTAIN TYPES OF POTENTIAL INVESTORS. SEE "RISK FACTORS."

The purchase of Units is suitable only for investors who have no need for liquidity in their investments and who have adequate means of providing for their current needs and contingencies even if the investment in the Units results in a total loss. Units will be sold only to prospective investors that qualify as "Accredited Investors" or up to 35 "Non-Accredited Investors" under Regulation D promulgated under the Securities Act and as amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act. "Accredited Investors" are those investors which make certain written representations that evidence that the investor comes within one of the following categories:

(1) any bank as defined in Section 3(a)(2) of the Securities Act or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity; any broker dealer registered pursuant to Section 15 of the Exchange Act; any insurance company as defined in Section 2(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940 or a business development

company as defined in Section 2(a)(48) of that act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(2) any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

(3) any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

(4) any director or executive officer of us;

(5) any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of investment in the Units, exceeds $5,000.00 (excluding the value of such person’s primary residence);

(6) any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching that same income level in the current year;

(7) any trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Units, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D; and

(8) any entity in which all of the equity owners are accredited investors.

Prospective investors will be required to represent in writing that they meet the suitability standards set forth above, which represent minimum suitability requirements for prospective investors. Satisfaction of such standards by a prospective investor does not mean that the Units are

a suitable investment for such investor. In addition, certain states may impose additional or different suitability standards which may be more restrictive.

As used in this Memorandum/SAFT Agreement, the term "net worth" means the excess of total assets over total liabilities. In determining income, an investor should add to his or her adjusted gross income any amounts attributable to tax-exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depreciation, contributions to an IRA or Keogh retirement plan, alimony payments and any amount by which from long-term capital gains has been reduced in arriving at adjusted gross income. The value of a primary residence is excluded from such determination.

We may make or cause to be made such further inquiry and obtain such additional information as we deem appropriate with regard to the suitability of prospective investors. We may reject subscriptions in whole or in part if, in our discretion, we deem such action to be in our best interests. If the Offering is oversubscribed, we will determine at our option, whether over-subscriptions will be accepted and if so, which subscriptions will be accepted.

If any information furnished or representations made by a prospective investor or others acting on its behalf mislead us as to the suitability or other circumstances of such investor, or if, because of any error or misunderstanding as to such circumstances, a copy of this Memorandum/SAFT Agreement is delivered to any such prospective investor, the delivery of this Memorandum/SAFT Agreement to such prospective investor shall not be deemed to be an offer and this Memorandum/SAFT Agreement must be returned to us immediately.

ADDITIONAL INFORMATION

The Company will make available before Closing to any prospective qualified purchasers the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the Offering. Additional information or documents will be available to any Offeree upon request to the Company to the extent the Company possesses such information or can acquire such information without unreasonable effort or expense. Inquiries regarding this Private Placement Memorandum/SAFT Agreement should be directed to the Company at the registered office address is: DROP PROTOCOL INC., at 401 N Carroll Ave., Ste. 192, Southlake, TX 76092. The contact person is Benjamin Jones, Adam LaFavre or Brent Nelson and can be reached at info@dropprotocol.io.

Indemnification of Directors and Officers

Our Articles of Incorporation provide that we may indemnify our directors and officers to the full extent permitted by Texas law. We have the power to indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the corporation), by reason of the fact that he or she is or was a director, officer, employee, or agent of the Company or is or was

serving at the request of the Company as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against liability incurred in connection with such proceeding, including any appeal, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. In addition, we have power to indemnify any person, who was or is a party to any proceeding by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal.

EXHIBIT I

SUBSCRIPTION AGREEMENT

To: DROP PROTOCOL INC.

401 N Carroll Ave., Ste. 192, Southlake, TX 76092.

Gentlemen:

1. Subscription.

The undersigned (the "Subscriber"), intending to be legally bound, hereby irrevocably agrees to purchase from DROP PROTOCOL INC., a Texas corporation (the "Company"), the number of Units (the "Units") set forth on the Signature Page at the end of this subscription agreement (the "Agreement") at a purchase price of US $5,000.00 or crypto currency equivalent per Unit, upon the terms and conditions hereinafter set forth. This subscription is submitted to the Company in accordance with and subject to the terms and conditions described in this Agreement.

This Agreement relates to the offering and sale of up to 8,888 Units in the Company for US$5,000.00 or crypto currency equivalent per Unit in an effort to raise up to $44,440,000. The Subscriber acknowledges that there is currently no public market for the Units and that no assurance has been given that a market will ever develop. The Units are being offered on a "best efforts" basis all or none for the first 50 Units and on a best-efforts basis for the remaining 8,838 Units.

The Subscriber is delivering (i) the subscription payment via a wire transfer, the subscription payment via the website in Ether or other acceptable crypto currency (ii) electronically signed and acknowledged Signature Page at the end of this Agreement, (iii) one electronically signed and acknowledged copy of the Subscriber Questionnaire (if appropriate), attached hereto as Exhibit II, to DROP's management or to DROP's website:

The Subscriber understands that the Units are being issued pursuant to the exemption from the registration requirements of the United States Securities Act of 1933, as amended (the "Securities Act"), provided by Regulation D, Rule 506(b) of the Securities Act. As such, the Units are only being offered and sold to investors who qualify as "Accredited Investors" and only 35 "Non-Accredited Investors" (as defined in Regulation D), and the Company is relying on the representations made by the Subscriber in this Agreement that the Subscriber qualifies as such an Accredited or Non-Accredited investor. The Units are "restricted securities" for purposes of the United States securities laws and cannot be transferred except as permitted under these laws.

2. Acceptance of Subscription.

The Offering will be open until the earlier to occur of (i) 12 months from the date of the Memorandum/SAFT Agreement, unless terminated earlier by us; or (ii) the sale of all of the Units, unless extended by us for up to an additional 6-month period without notice, in our sole discretion.

Subject to applicable state securities laws, the Subscriber may not revoke any subscription that such Subscriber delivers to the Company. However, the Subscriber understands and agrees that the Company, in its sole discretion, may (i) reject the subscription of any Subscriber, whether or not qualified, in whole or in, part, and (ii) may withdraw the Offering at any time prior to the termination of the Offering. The Company shall have no obligation to accept subscriptions in the order received. This subscription shall become binding only if accepted by the Company.

3. Representations and Warranties.

The Subscriber hereby represents and warrants to, and agrees with, the Company as follows:

(a) The Subscriber is an "Accredited Investor" or an "Non-Accredited Investor" as that term is defined in Rule 501 (a) of Regulation D promulgated under the Securities Act, and as specifically indicated in Exhibit I attached to this Agreement.

(b) The Subscriber is a "sophisticated investor" as that term is defined in Rule 506(b)(2)(ii) of Regulation D promulgated under the Securities Act.

(c) For California and Massachusetts individuals: If the subscriber is a California resident, such subscriber's investment in the Company will not exceed 10% of such subscriber's net worth (or joint net worth with his or her spouse). If the subscriber is a Massachusetts resident, such subscriber's investment in the Company will not exceed 25% of such subscriber's joint net worth with such subscriber's spouse (exclusive of principal residence and its furnishings).

(d) If a natural person, the Subscriber is a bona fide resident of the state or non-United States jurisdiction contained in the address set forth on the Signature Page of this Agreement as the Subscriber's home address, at least 21 years of age, and legally competent to execute this Agreement. If an entity, the Subscriber has its principal offices or principal place of business in the state or non-United States jurisdiction contained in the address set forth on the Signature Page of this Agreement, the individual signing on behalf of the Subscriber is duly authorized to execute this Agreement and this Agreement constitutes the legal, valid and binding obligation of the Subscriber enforceable against the Subscriber in accordance with its terms.

(e) The Subscriber recognizes that the purchase of the Units involves a high degree of risk including, but not limited to, the following: (a) the Company remains an early stage business with limited operating history and requires substantial funds in addition to the proceeds of the Offering; (b) an investment in the Company is highly speculative, and only investors who can afford the loss of their entire investment should consider investing in the Company and the Units; (c) the Subscriber may not be able to liquidate its investment; (d) transferability of the Units is extremely limited; (e) the Subscriber could sustain the loss of its entire investment; (f) the Company has not paid any dividends since its inception and does not anticipate paying any dividends in the foreseeable future; and (g) the Company may issue additional securities in the future which have rights and preferences that are senior to those of the Units. Without limiting the generality of the representations set forth in herein, the Subscriber represents that the Subscriber has carefully reviewed the section of the Memorandum/SAFT Agreement captioned "Risk Factors." The Subscriber has received, read carefully and is familiar with this Agreement and the Memorandum/SAFT Agreement.

(f) The Subscriber is familiar with the Company's business, plans and financial condition, the terms of the Offering and any other matters relating to the Offering, the Subscriber has received all materials which have been requested by the Subscriber, has had a reasonable opportunity to ask questions of the Company and its representatives, and the Company has answered all inquiries that the Subscriber or the Subscriber's representatives have put to it. The Subscriber has had access to all additional information necessary to verify the accuracy of the information set forth in this Agreement and any other materials furnished herewith and have taken all the steps necessary to evaluate the merits and risks of an investment as proposed hereunder.

(g) The Subscriber hereby acknowledges receipt and careful review of this Agreement, the Memorandum/SAFT Agreement (which includes the Risk Factors), including all exhibits thereto, and any documents which may have been made available upon request as reflected therein (collectively referred to as the "Offering Materials") and hereby represents that the Subscriber has been furnished by the Company during the course of the Offering with all information regarding the Company, the terms and conditions of the Offering and any additional information that the Subscriber has requested or desired to know, and has been afforded the opportunity to ask questions of and receive answers from duly authorized officers or other representatives of the Company concerning the Company and the terms and conditions of the Offering.

(h) The Subscriber (or the Subscriber's representative) has such knowledge and experience in finance, securities, taxation, investments and other business matters so as to be able to protect the interests of the Subscriber in connection with this transaction, and the Subscriber's investment in the Company hereunder is not material when compared to the Subscriber's total financial capacity.

(i) The Subscriber understands the various risks of an investment in the Company as proposed herein and can afford to bear such risks, including, without limitation, the risks of losing the entire investment.

(j) The Subscriber acknowledges that no market presently exists for the Units and none may develop in the future and that the Subscriber may find it impossible to liquidate the investment at a time when it may be desirable to do so, or at any other time.

(k) The Subscriber has been advised by the Company that none of the Units have been registered under the Securities Act, that the Units will be issued on the basis of the statutory exemption provided by Rule 506(b) of the Securities Act or Regulation D promulgated thereunder, or both, relating to transactions by an issuer not involving any public offering and under similar exemptions under certain state securities laws; that this transaction has not been reviewed by, passed on or submitted to any federal or state agency or self-regulatory organization where an exemption is being relied upon; and that the Company's reliance thereon is based in part upon the representations made by the Subscriber in this Agreement.

(l) The Subscriber acknowledges that the Subscriber has been informed by the Company of or is otherwise familiar with, the nature of the limitations imposed by the Securities Act and the rules and regulations thereunder on the transfer of the Units. In particular, the Subscriber agrees that no sale, assignment or transfer of any of the Units shall be valid or effective, and the Company shall not be required to give any effect to such a sale, assignment or transfer, unless (i) the sale, assignment or transfer of such Units is registered under the Securities Act, it being understood that the Units are not currently registered for sale and that the Company has no obligation or intention to so register the Units, except as contemplated by the terms of this Agreement or (ii) such Units are sold, assigned or transferred in accordance with all the requirements and limitations of Rule 144 under the Securities Act (it being understood that Rule 144 is not available at the present time for the sale of the Units), or (iii) such sale, assignment or transfer is otherwise exempt from registration under the Securities Act. The Subscriber further understands that an opinion of counsel and other documents may be required to transfer the Units.

(m) The Subscriber acknowledges that the Units are not transferable and the Digital Inter-Planetary Supply Crates evidencing any Units shall bear the following or a substantially similar legend or such other legend as may appear on the forms of DISC's and such other legends as may be required by state blue sky laws:

THE SECURITIES REPRESENTED BY THIS DIGITAL INTER-PLANETARY SUPPLY CRATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 (THE "ACT") OR APPLICABLE STATE SECURITIES LAWS, AND SUCH SECURITIES MAY NOT

BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH SALE OR TRANSFER IS EXEMPT FROM SUCH REGISTRATION REQUIREMENTS OF THE ACT AND APPLICABLE STATE SECURITIES LAWS.

(n) The Subscriber will acquire the Units for the Subscriber's own account (or for the joint account of the Subscriber and the Subscriber's spouse either in joint tenancy, tenancy by the entirety or tenancy in common) for investment and not with a view to the sale or distribution thereof or the granting of any participation therein, and has no present intention of distributing or selling to others any of such interest or granting any participation therein.

(o) No representation, guarantee or warranty has been made to the Subscriber by any broker, the Company, any of the officers, directors, stockholders, employees or agents of either of them, or any other persons, whether expressly or by implication, that: (I) the Company or the Subscriber will realize any given percentage of profits and/or amount or type of consideration, profit or loss as a result of the Company's activities or the Subscriber's investment in the Company; or (II) the past performance or experience of the management of the Company, or of any other person, will in any way indicate the predictable results of the ownership of the Units or of the Company's activities.

(p) In making the decision to invest in the Units the Subscriber has relied solely upon the information provided by the Company in the Offering Materials. The Subscriber disclaims reliance on any statements made or information provided by any person or entity in the course of Subscriber's consideration of an investment in the Units other than the Offering Materials.

(q) The Subscriber is not subscribing for the Units as a result of or subsequent to any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or presented at any seminar or meeting, or any solicitation of a subscription by a person other than a representative of the Company with which the Subscriber had a pre-existing relationship in connection with investments in securities generally.

(r) The Subscriber is not relying on the Company with respect to the tax and other economic considerations of an investment.

(s) The Subscriber acknowledges that the representations, warranties, and agreements made by the Subscriber herein shall survive the execution and delivery of this Agreement and the purchase of the Units.

(t) The Subscriber has consulted his own financial, legal and tax advisors with respect to

the economic, legal and tax consequences of an investment in the Units and has not relied on the Offering Materials or the Company, its officers, directors or professional advisors for advice as to such consequences.

4. Indemnification.

The Subscriber understands the meaning and legal consequences of the representations and warranties contained in Section 3, and agrees to indemnify and hold harmless the Company and each, officer, director, shareholder, employee, agent or representative thereof against any and all loss, damage or liability due to or arising out of a breach of any representation or warranty, or breach or failure to comply with any covenant, of the Subscriber, contained in this Agreement. Notwithstanding any of the representations, warranties, acknowledgments or agreements made herein by the Subscriber, the Subscriber does not thereby or in any other manner waive any rights granted to the Subscriber under federal or state securities laws.

5. Provisions of Certain State Laws.

IN MAKING AN INVESTMENT DECISION, SUBSCRIBERS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

6. Additional Information.

The Subscriber hereby acknowledges and agrees that the Company may make or cause to be made such further inquiry and obtain such additional information as they may deem appropriate, with regard to the suitability of the Subscriber.

7. Irrevocability; Binding Effect.

The Subscriber hereby acknowledges and agrees that the subscription hereunder is irrevocable, subject to applicable state securities laws, that the Subscriber is not entitled to cancel, terminate or revoke this Agreement or any agreements of the Subscriber thereunder, and that this Agreement and such other agreements shall survive the death or disability of the Subscriber and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and assigns. If the Subscriber is more than one person, the obligations of the Subscriber hereunder shall be joint and several and the agreements, representations, warranties, and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and his heirs, executors, legal representatives and assigns.

8. Modification.

Neither this Agreement nor any provisions hereof shall be waived, modified, discharged, or terminated except by an instrument in writing signed by the party against whom any such waiver, modification, discharge or termination is sought.

9. Notices.

Any notice, demand or other communication which any party hereto may be required, or may elect, to give to any other party hereunder shall be sufficiently given if (a) deposited, postage prepaid, in a United States mail box, stamped registered or certified mail, return receipt requested, addressed to such address as may be listed on the books of the Company, or (b) delivered personally at such address.

10. Counterparts.

This Agreement may be executed through the use of separate signature pages or in any number of counterparts, and each such counterpart shall, for all purposes, constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

11. Entire Agreement.

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and there are no representations, covenants, or other agreements except as stated or referred to herein.

12. Severability.

Each provision of this Agreement is intended to be severable from every other provision,

and the invalidity or illegality of any portion hereof shall not affect the validity or legality of the remainder hereof.

13. Assignability.

This Agreement is not transferable or assignable by the Subscriber.

14. Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of laws principles, as applied to residents of that State executing contracts wholly to be performed in that State.

15. Choice of Jurisdiction.

The parties agree that any action or proceeding arising, directly, indirectly, or otherwise, in connection with, out of or from this Agreement, any breach hereof or any transaction covered hereby shall be resolved within the State of Texas. Accordingly, the party's consent and submit to the jurisdiction of the United States federal and Texas state courts located within the County of Tarrant in the State of Texas.

IN WITNESS THEREOF, the Subscriber exercises and agrees to be bound by this Agreement by executing the Signature Page attached hereto on the date therein indicated.

[-Signature Pages Follow-]

SUBSCRIPTION AGREEMENT
SIGNATURE PAGE

By executing this Signature Page, the Subscriber hereby executes, adopts and agrees to all terms, conditions and representations of this Subscription Agreement and acknowledges all requirements are met by the Subscriber to purchase Units in the Company.

Number of Units Subscribed at $5,000.00 per Units: _____

Aggregate Purchase Price: $ _____

Type of ownership:	_____	Individual
	_____	Joint Tenants
	_____	Tenants by the Entirety
	_____	Tenants in Common
	_____	Subscribing as Corporation or Partnership
	_____	Other

IN WITNESS WHEREOF, the Subscriber has executed this Signature

Page this _____day of _____ , 202__.

_____
Exact Name in which Units are to be Registered

_____
Signature

_____
Print Name

_____
Tax Identification Number

_____

_____
Mailing Address

_____
Residence Phone Number

Email: _____

ACCEPTANCE OF SUBSCRIPTION

DROP PROTOCOL INC. hereby accepts the subscription for _____Units from _____ as of the

_____day of _____, 202___.

DROP PROTOCOL INC.

By: _____
Name: Benjamin Jones
Title: Chief Executive Officer

Addendum to Exhibit I

DEFINITION OF "ACCREDITED INVESTOR"
WITHIN THE MEANING OF REGULATION D

"Accredited investor" means any person who comes within any of the following categories, or whom the Company reasonably believes comes within any of the following categories, at the time of the sale of the Units to that person:

(i) any bank as defined in Section 3(a)(2) of the Securities Act or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity; any broker dealer registered pursuant to Section 15 of the Exchange Act; any insurance company as defined in Section 2(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that act; any Small Business Investment Company licensed by the U.S., Small Business Administration under Section 301 (c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(ii) any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

(iii) any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

(iv) any of the directors or executive officers of the Company;

(v) any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of investment in the Units, exceeds $5,000.00 (excluding the value of such person's primary residence);

(vi) any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching that same income level in the current

year;

(vii) any trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Units, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D; or

(viii) any entity in which all of the equity owners are accredited investors.

Exhibit II

SUBSCRIBER QUESTIONNAIRE

Purpose of this Questionnaire.

The Units ("Units") of DROP PROTOCOL INC., a Texas Corporation (the "Company"), are being offered without registration under the Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of certain states, in reliance on the private offering exemption contained in Rule 506(b) of the Securities Act and on Regulation D of the Securities and Exchange Commission thereunder ("Regulation D"), and in reliance on similar exemptions under certain applicable state laws. The purpose of this Subscriber Questionnaire (the "Questionnaire") is to assure the Company that the proposed purchaser meets the standards imposed for the application of such exemptions including, but not limited to, whether the proposed purchaser qualifies as an "accredited investor" as defined in Rule 501 under the Act or a "sophisticated investor" as defined in Rule 506(b) under the Act. Your answers will at all times be kept strictly confidential. However, by signing this Questionnaire you agree that the Company may present this Questionnaire to such parties as the Company may deem appropriate if called upon under the law to establish the availability of any exemption from registration of the private placement or if the contents hereof are relevant to any issue in any action, suit or proceeding to which the Company is a party or by which it may be bound. The Subscriber realizes that this Subscriber Questionnaire does not constitute an offer by the Company to sell Units but is a request for information.

THE COMPANY WILL NOT OFFER OR SELL UNITS TO ANY INDIVIDUAL WHO HAS NOT FILLED OUT, AS THOROUGHLY AS POSSIBLE, A PROSPECTIVE SUBSCRIBER QUESTIONNAIRE.

Instructions:

A copy of this Questionnaire should be completed, signed, dated and delivered to:

DROP PROTOCOL INC., through the company's website.

PLEASE ANSWER ALL QUESTIONS. If the appropriate answer is "None" or "Not Applicable," so state. Please print or type your answers to all questions. Attach additional sheets if necessary to complete your answers to any item.

A. Individual Investors: (Initial one or more of the following statements)

1. ____ I certify that I am an accredited investor because I have had individual income (exclusive of any income earned by my spouse) of more than $200,000 in each of the two

most recent calendar years and I reasonably expect to have an individual income in excess of $200,000 for the current year.

2. ____ I certify that I am an accredited investor because I have had joint income with my spouse in excess of $300,000 in each of the two most recent calendar years and I reasonably expect to have joint income with my spouse in excess of $300,000 for the current year.

3. ____ I certify that I am an accredited investor because I have an individual net worth, or my spouse and I have a joint net worth, in excess of $5,000.00 (excluding the value of my primary residence).

4. ____ I certify that I am an accredited investor because I am a director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer.

Current Employment or Business Activity:

Company Name:_____

Address:_____

_____

Telephone Number: (___)_____

Principal Business: _____

Position and Title: _____

Education: Please describe your business and/or professional education or training, listing any schools you have attended and degrees you have received.

Dates	**School**	**Major**	**Degrees/ Year Receive**
_____	_____	_____	_____

Investment experience:

(a) The frequency with which you invest in marketable securities is:

( ) often ( ) occasionally ( ) never

(b) The frequency with which you invest in unmarketable securities is:

( ) often ( ) occasionally ( ) never

Manner of Ownership of Securities (check appropriate form):

_____ One Individual

_____ Husband and Wife - Tenants by the Entirety

_____ Tenants in Common

_____ Joint Tenants with Right of Survivorship - Two or More Individuals (but not husband and wife)

B. Partnerships, Corporations, Trusts or Other Entities:

(Initial one of the following statements)

1. The undersigned hereby certifies that it is an accredited investor because it is:

a. _____ any corporation, partnership, or similar business trust, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

b. _____ a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a person who has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of an investment in the securities offered as described in Rule 506(b)(2)(ii) under the Securities Act;

c. _____ an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, whose investment decisions are made by a plan fiduciary, as defined in Section 3 (21) of such act, which is either a bank, savings and loan association, an insurance company or registered investment adviser;

d. _____ a self-directed employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, with investment decisions made solely by persons that are accredited investors;

e. _____ an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 with total assets in excess of $5,000,000;

f. _____ any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of $5,000,000;

g. _____ an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

h. _____ a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

i. _____ any bank as defined in Section 3(a)(2) of the Securities Act or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;

j. _____ any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended;

k. _____ any insurance company as defined in Section 2(a)(13) of the Securities Act;

l. _____ any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940;

m. _____ any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; or

2. ____ The undersigned hereby certifies that it is an accredited investor because it is an entity in which each of the equity owners qualifies as an accredited investor under items A(1), (2) or (3) or item B(1) above.

The undersigned represents and warrants as follows:

(a) The corporation or partnership, as the case may be, has been duly incorporated or formed (if a partnership), is validly existing as a corporation or partnership in good standing under the laws of the jurisdiction of its incorporation or formation with full power and authority to enter into the transactions contemplated by the Subscription Agreement;

(b) (i) The officers or partners of the undersigned who, on behalf of the undersigned, have considered the purchase of the Units and the advisers, if any, of the

corporation or the partnership, as the case may be, in connection with such consideration are named below in this Questionnaire, and such officers and advisors or partners, if any, were duly authorized to act for the corporation or the partnership in reviewing such investment;

(ii) The names and positions of the officers or partners, of the undersigned who, on its behalf, have reviewed the purchase of the Units are as follows:

_____

_____

(iii) In evaluating the merits and risks of the purchase of the Units, the corporation or the partnership, as the case may be, intends to rely upon the advice of, or will consult with, the following persons, if any:

_____

_____

_____

(c) The officers of the corporation (if not Accredited Investors) or the partners of the partnership who, on its behalf, have considered the purchase of the Units and the advisors, if any, of the corporation or the partnership who, in connection with such consideration, together have such knowledge and experience in financial and business matters that such officer(s), partner(s) and such advisor(s), if any, together are capable of evaluating the merits and risks of the purchase of Units and of making an informed investment decision;

(d) Together with any corporation or group of corporations with which it files a consolidated federal income tax return, the undersigned has reserves and/or net worth adequate to permit it to satisfy any tax or other liabilities arising from its liability with respect to the investment and the operation thereof.

Date:_____, 202__

_____

Subscriber(s) (if entity)

____
Print Name(s)

____
Print Title

____
Signature(s)

EXHIBIT III

Ether and other Acceptable Crypto Currencies Purchase and Transfer Information

Ethereum is optimized as a smart contract platform, which runs decentralized applications and tokens like an Initial Coin Offering ("ICO") or a Digital Inter-Planetary Supply Crate ("DISC"). An investor can buy or trade Ethereum's native token, Ether (ETH), online via a number of active exchanges. An investor can now also buy ETH through mainstream brokerage platforms such as Robinhood or Paypal. Perhaps the easiest and most popular way of buying ETH is through a crypto exchange. Ether is the second-largest cryptocurrency by market cap behind Bitcoin, so finding an online crypto exchange that operates within your jurisdiction and trades in ETH or other acceptable crypto currency should not be too difficult.

First, the investor will need to pick an exchange that allows customers from the investor's region and then register with that exchange. Make sure to research your chosen exchange. Check its validity and whether or not it accepts the currency with which you wish to trade. The registration process may vary depending on the exchange and your region.

Some exchanges require significant personal information and identification documents, while others require much less. Exchanges that initially require less information for account creation, however, will often require additional information to unlock certain activities such as expanded withdrawal limits. This information is gathered in compliance with Know Your Customer ("KYC") and Anti-Money Laundering ("AML") regulations.

After passing all the necessary checks, you will need to choose a deposit method. Depending on the exchange, various methods exist including bank wire transfers, credit and debit card payments in United States Dollars.

Deposit and withdrawal fees may vary depending on the type of transfer and the exchange used. Fee details can often be found in the footer of an exchange's website. Googling an exchange's name in combination with the word "fees" may also prove helpful in finding exchange fee details.

For buying ETH or other crypto currency, you must connect your bank account or debit card to fund your account. Fees will most likely vary depending on the option you choose. Moreover, exchanges vary as far as which currencies they allow for transfer. Some exchanges facilitate fiat currency transfers, such as United States dollar and Euro transfers, as well as crypto asset transfers, while other platforms may only allow crypto-asset transfers. Deposit and withdrawal times vary depending on the method used and the asset transferred.

As soon as the funds are in your exchange account, you can start trading. You'll be able to trade your USD for Ether after your account has been filled. Simply enter the dollar amount you want to swap for ETH. Depending on Ethereum's pricing and how much the investor wishes to buy, the investor will most likely be buying a fraction or several fractions of a single ETH currency. The investor's purchase will be displayed as a percentage of total Ether. A Unit of DROP will cost US$5,000.00 so the Ether or other acceptable crypto currency equivalent to US$5,000.00 will be transferred to DROP for every Unit that the Investor wishes to purchase. Ultimately, all purchases must occur in US Dollars so any crypto currency received by the Company will have to be converted back into US Dollars.

The user-friendliness of this process depends on the particular exchange, with many of them striving to make the process as easy as possible. You can see various amounts of valuable information such as current value and related news on your exchange's website. Once you've obtained Ether, you may wish to transfer your Ether to the DROP wallet address or withdraw it to a wallet of your choosing off the exchange.

It's easier to leave your crypto investment in your exchange account if you only have a small quantity. However, if you wish to shift your holdings to a safer storage location, a digital wallet can provide extra security. There are numerous types of digital wallets, each with varying levels of protection. Choose wisely. Follow the prompts on DROPS website for more information on this process.