MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of March 18, 2026 (the "Effective Date") by and between Helix Robotics, Inc., a Delaware corporation at 1450 Page Mill Road, Palo Alto, CA 94304 ("Helix"), and Stratton Capital Partners, LLC, a Delaware LLC at 200 Vesey Street, New York, NY 10281 ("Stratton"). Helix and Stratton are each a "Party" and collectively the "Parties."

WHEREAS, the Parties wish to explore a potential business relationship concerning the development, evaluation, and possible commercialization of advanced robotics technology and related strategic financing arrangements (the "Purpose");

WHEREAS, in pursuing the Purpose, each Party may disclose non-public, proprietary, and confidential information, and the Parties wish to set forth their mutual obligations regarding the protection and use of such information;

1. DEFINITIONS

"Confidential Information" means any and all non-public information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether disclosed orally, visually, in writing, electronically, or in any other tangible or intangible form, that is identified as confidential at the time of disclosure or that, given the nature of the information or the circumstances of disclosure, a reasonable person would understand to be confidential. Confidential Information includes, without limitation, technical data, trade secrets, know-how, research, product plans, source code, hardware designs, financial information, business strategies, customer and supplier lists, marketing plans, projections, and any analyses, compilations, studies, or other documents prepared by the Receiving Party that contain or reflect such information.

Confidential Information excludes information that the Receiving Party can demonstrate: (a) was already rightfully in its possession; (b) is or becomes publicly available through no fault of the Receiving Party; (c) is rightfully obtained from a third party without restriction; or (d) is independently developed without reference to the Disclosing Party's Confidential Information.

2. CONFIDENTIALITY OBLIGATIONS

The Receiving Party shall hold the Disclosing Party's Confidential Information in strict confidence and shall exercise at least the same degree of care to prevent unauthorized use, disclosure, publication, or dissemination of such Confidential Information as it uses to protect its own confidential information of like importance, but in no event less than a reasonable standard of care.

Without the Disclosing Party's prior written consent, the Receiving Party shall not (a) use Confidential Information other than for the Purpose, (b) disclose it to any third party, or (c) reproduce it except as reasonably necessary. Disclosure is permitted only to directors, officers, employees, affiliates, and professional advisors with a need to know who are bound by confidentiality obligations at least as protective as those herein, and the Receiving Party remains liable for any breach by such persons.

3. PERMITTED DISCLOSURES

Notwithstanding Section 2, the Receiving Party may disclose Confidential Information to the extent required by applicable law, regulation, subpoena, court order, or other governmental or regulatory authority of competent jurisdiction; provided, however, that the Receiving Party shall, to the extent legally permissible, (a) promptly notify the Disclosing Party in writing of such requirement so that the Disclosing Party may seek an appropriate protective order or other remedy, (b) cooperate reasonably with the Disclosing Party in any such effort, and (c) disclose only that portion of the Confidential Information that the Receiving Party's legal counsel advises is legally required to be disclosed, and shall use commercially reasonable efforts to ensure that any such disclosed Confidential Information will be afforded confidential treatment.

4. TERM

This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of three (3) years thereafter, unless earlier terminated by either Party upon thirty (30) days' prior written notice to the other Party. The confidentiality obligations set forth herein shall survive any termination or expiration of this Agreement and shall continue with respect to any item of Confidential Information for a period of five (5) years from the date of disclosure of such item, except that with respect to Confidential Information that constitutes a trade secret under applicable law, such obligations shall continue for so long as such information retains its status as a trade secret.

5. RETURN OF MATERIALS

Upon the earlier of (a) the Disclosing Party's written request, (b) the conclusion of the Purpose, or (c) termination or expiration of this Agreement, the Receiving Party shall promptly, and in any event within thirty (30) days, return to the Disclosing Party or, at the Disclosing Party's written direction, securely destroy all Confidential Information in its possession or control, including all copies, extracts, summaries, and notes containing or derived therefrom, in any form or medium, and shall certify in writing the completion of such return or destruction.

The Receiving Party may retain (i) one archival copy for legal compliance or internal record-keeping, and (ii) Confidential Information in routine system backups, in each case subject to the continuing confidentiality obligations set forth herein.

6. REMEDIES & INJUNCTIVE RELIEF

The Parties acknowledge and agree that the unauthorized use or disclosure of Confidential Information would cause irreparable harm to the Disclosing Party for which monetary damages alone would be an inadequate remedy. Accordingly, in the event of any actual or threatened breach of this Agreement, the Disclosing Party shall be entitled to seek immediate injunctive relief, specific performance, and other equitable remedies from any court of competent jurisdiction, in addition to any other remedies available at law or in equity, without the necessity of posting a bond or proving actual damages. The prevailing Party in any action brought to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.

7. GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to any choice-of-law or conflict-of-laws principles that would require the application of the laws of another jurisdiction. The Parties hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in the State of Delaware for the resolution of any dispute, claim, or controversy arising out of or relating to this Agreement, and each Party irrevocably waives any objection it may now or hereafter have to the laying of venue of any such proceeding in such courts.

8. ENTIRE AGREEMENT

This Agreement is the entire agreement between the Parties on this subject matter and supersedes all prior or contemporaneous understandings, oral or written. No amendment or waiver is effective unless in writing and signed by both Parties, and a failure to enforce any provision shall not constitute a waiver. If any provision is held invalid or unenforceable, the remaining provisions remain in full force and the invalid provision shall be modified to the minimum extent necessary to render it valid while preserving the Parties' original intent.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

HELIX ROBOTICS, INC.

NAME:

Adaeze Okonkwo

TITLE:

Chief Executive Officer

SIGNATURE:

_____

DATE:

_____

STRATTON CAPITAL PARTNERS, LLC

NAME:

Marcus Thornell

TITLE:

Managing Partner

SIGNATURE:

_____

DATE:

_____