NON-DISPARAGEMENT AGREEMENT AND GENERAL RELEASE

I. BACKGROUND INFORMATION

This Non-Disparagement Agreement and General Release ("Agreement") is entered into by and between Plaintiff Gerald E. Reed, IV ("Plaintiff"), individually, and Defendant Costa Del Mar, Inc. ("Costa") and collectively with Plaintiff (the "Parties").

WHEREAS, Plaintiff, a resident of Louisiana, purchased a pair of Costa sunglasses at a retailer in 2014;

WHEREAS, in 2016, Plaintiff paid a fee to have his sunglasses repaired by Costa;

WHEREAS, in 2019, James Seaman ("Seaman") filed a Class Action Complaint against Costa in the United States District Court for the Middle District of Florida, Jacksonville Division, at Case No. 3:19-cv-00373, and, after Seaman was substituted as the named plaintiff and class representative by Plaintiff Gerald E. Reed, IV, the case was subsequently transferred to the United States District Court for the Middle District of Florida, Orlando Division, and assigned Case No. 6:19-cv-01751 (the "Lawsuit");

WHEREAS, Plaintiff alleged a claim under Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA claim") in the Lawsuit arising out of Costa's sunglasses repair fees;

WHEREAS, Plaintiff also alleged a claim under Florida's Deceptive and Unfair Trade Practices Act on behalf of a class of consumers who purchased non-prescription, nonpromotional Costa sunglasses before January 1, 2018 and who were charged a fee by Costa ("Class Claims");

WHEREAS, on January 28, 2026, the Court appointed Plaintiff as the Class Representative and certified a class consisting of "[a]ll citizens of the United States who purchased non-prescription, non-promotional Costa sunglasses before January 1, 2018, and who were charged a fee by Costa, from four years prior to the date of the filing of this Complaint to the present, to repair or replace components of their sunglasses that Costa determined were damaged as a result of accident, normal wear and tear, or misuse. The class excludes Florida citizens." (Dkt. 161).

WHEREAS, the Class Claims were settled in principle and must obtain court approval;

WHEREAS, in addition to the Class Claims, Plaintiff and Costa reached an agreement whereby Plaintiff would agree to a general release of all of his individual claims against Costa arising from his purchase and repair of sunglasses as well as a non-disparagement obligation in exchange for monetary consideration as stated here; and

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

II. NO ADMISSION OF LIABILITY

2.1 The Parties have entered into this Agreement to resolve the disputes that have arisen among them and their affiliates and to avoid the burden, expense, and risk of litigation. By entering into this Agreement, Costa does not admit, and in fact specifically denies, that it breached any contract, violated or breached any duty, or violated any federal, state, or local law, any regulations or guidelines promulgated pursuant to those laws, or any other applicable laws, regulations, guidelines or any other legal requirements. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected therewith or relating thereto, shall be construed as an admission or concession by Costa or its affiliates of any violations or failure to comply with any applicable law, regulation, guideline or any other legal requirement. Likewise, neither this Agreement, nor any related negotiations, actions, statements or court proceedings, shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of any kind whatsoever by any Party or their respective affiliates, including but not limited to, as a waiver of any applicable claim, cause of action or remedy or any applicable defense to any claim, cause of action or remedy.

III. PAYMENT

3.1 In consideration of the terms of this Agreement, Costa shall pay Plaintiff the sum of Ten Thousand Dollars ($10,000.00). The payment shall be made to Plaintiff by sending a check to Plaintiff's counsel Peter P. Hargitai of Holland & Knight LLP at 50 North Laura Street, Suite 3900, Jacksonville, FL 32202. The payment will be made within thirty calendar days of the Effective Date, as that term is defined in Section 1.17 of the Settlement Agreement and Limited Release entered into by and between Plaintiff, individually and on behalf of the Settlement Class, and Costa in the Lawsuit (the "Class Settlement Agreement").

3.2 Costa's payment pursuant to Paragraph 3.1 shall be in consideration for Plaintiff's general release, non-disparagement, and other duties and obligations set forth herein.

3.3 Within thirty calendar days of Plaintiff executing this Settlement Agreement, Plaintiff's counsel agrees to provide Costa with a current, signed W-9. Plaintiff agrees to provide any reasonable payment information that Costa requests in connection with tendering this payment and, if requested, payment instructions in writing.

3.4 Each Party shall bear its own attorney's fees, costs and expenses incurred in connection this Agreement.

IV. GENERAL RELEASE

4.1 In consideration of the terms set forth herein, and subject to Costa's payment of the consideration set forth in Section 3.1, Plaintiff, on behalf of himself and any and all agents, representatives, beneficiaries, heirs, assigns, successors in interest, trustees, and others doing business in Plaintiff's names or on Plaintiff's behalf (the "Plaintiff Releasors") hereby fully and forever release and discharge Costa, and each and all of their respective partners, parent companies, affiliates, subsidiaries, divisions or other organizational units of any kind doing business in their own names, and doing business under any other names, any entity now or in the past controlled by, controlling, or under the common control with any of the foregoing and doing business under any other names, and each of their respective predecessors, successors and assigns, and each of their past and present officers, directors, partners, shareholders, associates, trustees, employees, agents, attorneys (including any consultants hired by counsel), representatives, beneficial owners, heirs, executors, and administrators, and each of their respective predecessors, successors, and assigns (the "Released Parties") from any and all claims, demands, actions, causes of action, request for sanctions, rights, offsets, suits, damages, lawsuits, liens, surcharges, losses, attorney's fees or costs or liabilities of any kind whatsoever, in law or in equity, including monetary, injunctive or declaratory relief whether known or unknown, suspected or unsuspected, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, which any of the Plaintiff Releasors have had, now have, or may have in the future against the Released Parties directly or indirectly arising from, relating to, or based in whole or in part upon facts, acts, omissions, transactions, events, or occurrences concerning Plaintiff's purchase of sunglasses from Costa, the repair of Plaintiff's sunglasses by Costa, any fees charged in connection with the repair of Plaintiff's sunglasses by Costa, the Lawsuit, Plaintiff's FDUTPA claim, any Magnuson-Moss Warranty Act claim that could have been made in the Lawsuit, and any relationship whatsoever between the parties. This release is intended to be a general release and is intended to be the fullest release possible as allowed by law for any relationship or interactions between the parties. The Released Parties include, but are not limited to, Essilor-Luxottica and any and all of its subsidiaries and affiliates as of the date of this Agreement. For the avoidance of doubt, nothing in this Agreement releases, compromises, settles, waives, or otherwise affects any claim of the Settlement

Class or any Settlement Class member, except Plaintiff. Plaintiff's release under this Article IV shall become effective only upon both: (a) the occurrence of the Effective Date under the Class Settlement Agreement; and (b) Costa's payment of the consideration required under Section 3.1.

V. OTHER AGREEMENTS, COVENANTS AND REPRESENTATIONS

5.1 Plaintiff represents and warrants to Costa that (a) he is duly authorized to execute and deliver this Agreement; (b) he has taken all necessary action to authorize the execution and delivery of this Agreement; (c) the execution and delivery of this Agreement will not violate any law, regulation, order, judgment, decree, ordinance, charter, bylaw or rule applicable to him or his property or constitute a default (or any event which, with notice or lapse of time, or both, would constitute a default) under or result in a breach of any material agreement or other material instrument by which he is bound or by which his assets are affected; and (d) this Agreement constitutes a valid, binding and enforceable obligation, except as enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally, and by general principles of equity regardless of whether enforceability is considered in a proceeding in equity or at law.

5.2 Plaintiff expressly acknowledges that no representations or warranties have been made by Costa or any of its legal counsel regarding the tax consequences or other legal implications of any payments made by Costa under this Agreement. It is expressly understood that any liability for federal, state, and local taxes remains with the Plaintiff. Plaintiff further agrees that in the event that a state or federal taxing agency or authority determines that additional taxes are due by the Plaintiff or Costa for any part of the payments referenced in this Agreement, Plaintiff accepts full responsibility for any such additional taxes, as well as any related penalties that may be assessed.

VI. NON-DISPARAGEMENT

6.1 Plaintiff shall not make any disparaging statements (oral or written), directly or indirectly, to the media or general public about any of the Released Parties related to the Lawsuit or this Non-Disparagement Agreement. Disparaging statements are statements that are false, misleading, or tend to cast any other Party in a negative light, regardless of truth or falsity.

VII. GENERAL PROVISIONS

7.1 This Agreement is made in connection with, and is expressly contingent upon and subject to, the Court's full and final approval of the Class Settlement Agreement, including the occurrence of the "Effective Date" as defined in the Class

Settlement Agreement. The Class Settlement Agreement is incorporated herein by reference solely to the extent necessary to give effect to this Section 7.1 and any other provision of this Agreement that expressly refers to the Class Settlement Agreement. This Agreement shall not become effective, and Costa shall have no obligation to make any payment under this Agreement, unless and until the Class Settlement Agreement has received full and final Court approval and has become effective in accordance with its terms. If the Class Settlement Agreement does not receive full and final Court approval, or if the Effective Date under the Class Settlement Agreement does not occur, this Agreement shall be null and void and of no force or effect. Except as expressly set forth herein, this Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereto and supersedes any and all prior agreements, arrangements, or understandings of any kind or nature between the Parties with regard to such subject matter.

7.2 The Parties represent and acknowledge that in executing this Agreement they do not rely and have not relied upon any representation or statement by any other Party or any other Party's agents, attorneys or representatives with regard to the subject matter, basis, or effect of this Agreement or otherwise, other than those specifically stated in this Agreement.

7.3 This Agreement may not be amended, canceled, revoked or otherwise modified except by a written agreement signed by all of the Parties hereto.

7.4 This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be deemed an original, and all of which when executed shall constitute one and the same instrument. A facsimile copy or e-mail copy of an executed original or counterpart original of this Agreement shall be deemed effective on the date it is received.

7.5 This Agreement shall be binding upon the Parties and upon their heirs, employees, agents, successors, affiliates, subsidiary and parent organizations, assigns, attorneys, administrators, representatives, and executors, and shall inure to the benefit the Parties.

7.6 This Agreement shall be construed under, and be shall governed by, the laws of the State of Florida, without giving effect to the conflict of laws principles of such state.

7.7 This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any Party.

7.8 Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, unenforceable, or void, said declaration or determination shall not affect the remaining terms of this Agreement and the remaining terms shall be performed by the Parties.

7.9 The Parties acknowledge and agree that original and exclusive jurisdiction of any dispute arising out of or related to this Agreement shall be maintained in the United States District Court for the Middle District of Florida, Orlando Division. The Parties each knowingly, voluntarily and intentionally waive to the fullest extent permitted by applicable law any right each may have to a trial by jury of any dispute arising under or relating to this Agreement.

7.10 This Agreement is not intended to be for the benefit of any third party, and no third party shall have the right to enforce any of the terms herein, excepting only that any Released Party shall have the right to enforce the release rights as to that party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last day and year written below.

Gerald E. Reed, IV

Signed by:

By: Gerald Reed
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Name: Gerald Reed

Date: 6/1/2026, 2026

Costa Del Mar, Inc.

By: ______________________

Name: Sara Francescutto

Title: CFO - North America

Date: June 2, 2026