

**VOLUNTARY AGREEMENT
FOR ONGOING IMPROVEMENT TO THE ENERGY EFFICIENCY OF
TELEVISIONS**

Revised Effective September 1, 2026

This document sets out a Voluntary Agreement between the undersigned Signatories to continue improvements in the energy efficiency of Televisions purchased by consumers in the United States and Canada.

1. Purpose

- 1.1 In recent years, the energy efficiency of Televisions purchased by consumers in the United States and Canada has improved dramatically even as features and average screen size and resolution have significantly increased. The purpose of this Voluntary Agreement is to continue ongoing improvement in the energy efficiency of new Televisions to further reduce potential environmental impact and deliver energy savings to consumers.
- 1.2 Equally important objectives of this Voluntary Agreement are to pursue energy efficiency in a manner that does not undermine the intended uses and functionalities of Televisions; that preserves and enhances the consumer experience; and that is sufficiently flexible to adapt to technological innovation, market competition, and consumer demand for new features, larger screen sizes, and enhanced picture quality and resolution.
- 1.3 The Signatories agree that this Voluntary Agreement is an effective means for addressing the energy consumption of Televisions.
- 1.4 The Signatories agree that energy efficiency measures should be designed to avoid hindering innovation and competition.
- 1.5 Nothing in this Voluntary Agreement shall preclude any party from implementing energy efficiency measures that exceed the requirements of this Voluntary Agreement.

2. Definitions

- 2.1 “Backlit” means a Television in which light generated at the back of the display stack passes through multiple layers, including an LCD layer, before being emitted toward the viewer.
- 2.2 “Commercial Signatories” means Signatories other than Energy Advocates.
- 2.3 “Energy Advocate” refers to any Signatory that is engaged in energy-efficiency advocacy and participates in this Voluntary Agreement for the purpose of encouraging the Commercial Signatories to improve the energy efficiency of Televisions.
- 2.4 “Independent Administrator” means the party designated by the Steering Committee that is tasked with, and responsible for, the collection and processing of information supplied directly or indirectly by Signatories, and with determining each Signatory’s satisfaction of its commitments under this Voluntary Agreement.
- 2.5 “Manufacturer” means a Signatory that manufactures Televisions for Sale in the United States or Canada. A party that sells a Television under its brand or a brand license may be deemed a Manufacturer even if it contracts with other parties to perform portions or all of the process of manufacturing or assembling a Television.
- 2.6 “Member” means a member of the Steering Committee.

- 2.7 “Model” refers to all units of a given type of product (or class thereof) manufactured by one manufacturer on or after April 1, 2023, having the same primary energy source, and which have essentially identical electrical, physical, and functional characteristics that affect energy consumption and energy efficiency. A Signatory may treat Televisions with different model numbers as the same Model for purposes of this Voluntary Agreement if they qualify for the same energy allowance and have essentially the same energy usage.
- 2.8 “On Mode Power Tier 1 Commitment Effective Date” means April 1, 2028, except that as applied to a Signatory that signs this Voluntary Agreement after January 1, 2026, it shall mean the effective date for its commitments specified in its signing document.
- 2.9 “Product Family” means a group of product models that are made by the same manufacturer and have a common basic design.
- 2.10 “Reporting Period” means the period within which the required information is to be submitted by a Signatory. The first Reporting Period began on April 1, 2023 and ended March 31, 2024.
- 2.11 “Sell,” “Sale” and “Sold” refer to the first sale by a Manufacturer of a Television unit to a retail channel in the United States or Canada or to a consumer in the United States or Canada. Refurbished units and televisions that are returned by a purchaser to the retail channel or the Manufacturer may be excluded from counts of Sales consistent with a Signatory’s ordinary accounting practices.
- 2.12 “Signatory” and “Signatories” mean the companies or organizations that sign this Voluntary Agreement.
- 2.13 “Steering Committee” means the coordinating and governing body of this Voluntary Agreement.
- 2.14 “Television” means a product designed to produce dynamic video for indoor viewing that contains an internal TV tuner encased within the product housing and that is capable of receiving dynamic visual content from wired or wireless sources including but not limited to (1) Broadcast and similar services for terrestrial, cable, satellite, and/or broadband transmission of analog and/or digital signals; and/or (2) Display-specific data connections, such as HDMI, Component video, S-video, Composite video; and/or (3) Media storage devices such as a USB flash drive, memory card, or a DVD; and/or (4) Network connections, usually using Internet Protocol, typically carried over Ethernet or Wi-Fi.
- 2.15 “Test Method” is the method specified by Section 6.1 of this Voluntary Agreement for use in measuring the energy usage of Televisions.
- 2.16 “Standby Power Commitment Effective Date” means April 1, 2026, except that as applied to a Signatory that signs this Voluntary Agreement after October 1, 2025, it shall mean the date on which that party signs this Voluntary Agreement or such other earlier or later effective date for its commitments specified in its signing document.

3. Scope

- 3.1 This Voluntary Agreement and its commitments apply only to Televisions Sold in the United States or Canada.

4. Signatories

- 4.1 Manufacturers may become Signatories by executing this Voluntary Agreement.

- 4.2 Other parties such as Energy Advocates, retail distributors, and hardware and software suppliers may become Signatories upon the approval of the Steering Committee, which shall not be unreasonably withheld, delayed, or conditioned.
- 4.3 Each Signatory endorses the purposes of this Voluntary Agreement and agrees to its commitments set out herein.
- 4.4 Each Signatory commits only to the areas that are under its individual control and responsibility.

5. Manufacturer Signatory Commitments for Televisions

- 5.1 Except as noted below, each Manufacturer Signatory makes the following commitments.
 - 5.1.1 Reporting. For all Sales on or after April 1, 2023, each Manufacturer shall prepare a confidential annual sales statement containing the data for the prior Reporting Period during which it was a Signatory and submit the report by June 1 of each year to the Independent Administrator, as described in Section 8.
 - 5.1.2 Standby Power Sales Commitment. Ninety percent (90%) of all new Television units that each Manufacturer Signatory Sells in each Reporting Period beginning on its Standby Power Commitment Effective Date shall meet the standby power efficiency level commitments set forth in Annex 1 of this Voluntary Agreement.
 - 5.1.3 Tier 1 On Mode Power Sales Commitment. Ninety percent (90%) of all new Television units that each Manufacturer Signatory Sells in each Reporting Period beginning on its On Mode Power Tier 1 Commitment Effective Date shall meet the average on mode power efficiency level commitments set forth in Annex 1 of this Voluntary Agreement.
 - 5.1.4 Tier 2 On Mode Power Sales Commitment. The Manufacturer Signatories and Energy Advocates shall make best efforts to develop, through an open and objective process, a proposal to revise on mode allowances for Backlit Televisions within one year of the date on which a second Energy Advocate becomes a Signatory of this Voluntary Agreement, to become effective no earlier than April 1, 2029. Any such revision shall be adopted only through the amendment process in Section 11, shall be based on objective technical criteria, and shall not obligate any Signatory to limit production, discontinue products, or refrain from independently determining its own product offerings.
 - 5.1.5 No Restriction on Products or Competition. The commitments in Sections 5.1.2 and 5.1.3 establish an aggregate sales-percentage target measured independently across each Manufacturer Signatory's own portfolio and do not restrict the number, type, price, screen size, feature set, or performance of any individual Television model that a Manufacturer Signatory may design, manufacture, market, or Sell. Each Manufacturer Signatory independently and unilaterally determines whether and how to satisfy these commitments, including which models to offer, in what volumes, and at what prices, and no Signatory is obligated to discontinue any product, reduce production, or refrain from competing on price, features, or performance. The Signatories adopt these commitments to deliver energy savings to consumers and reduce environmental impact while preserving product variety, consumer choice, and competition, and intend that any evaluation of this Voluntary Agreement account for these procompetitive benefits.

6. Test Method

- 6.1 Energy usage of each Television Model shall be measured using tests performed consistent with the ANSI/CTA-2037-D test method or such successor standard as is approved by the Steering Committee.

- 6.2 CTA and the Energy Advocate Signatories each commit to use best efforts to urge adoption of any successor to the ANSI/CTA-2037-D by DOE, ENERGY STAR, and the International Electrotechnical Commission (IEC), and, to the extent they mandate the use of any test method, by Natural Resources Canada (NRCAN) or state or provincial authorities.
- 6.3 Test results are subject to audit pursuant to Section 9 and supporting records (including the information specified in Annex B of the Test Method, and the data archive folder used by the test software) must be retained for a period of at least two years.
- 6.4 Within thirty days of signature of this Voluntary Agreement, each Manufacturer Signatory will designate a point of contact who will coordinate with a representative of the Energy Advocates to review its test practices to promote consistency across signatories, and will designate at least one laboratory that it intends to use to test Televisions under this Agreement. To the extent that its designated lab has not previously been vetted, the coordination will include a joint exercise via a video conference call to review the technical specifications of the designated laboratory's camera test systems to verify proper implementation of the Test Method, discuss test methodology, test at least one Television selected by the Manufacturer, and review data from such test.
- 6.5 Prior to use in conducting tests of Televisions for reporting pursuant to Section 8 of this Agreement, each laboratory shall be qualified to conduct testing through the procedures outlined in this section. A candidate lab will submit to the designated testing representative of the Energy Advocates a report of one Television tested using the Test Method that includes the information prescribed in Section 8.1. The Manufacturer Signatory will reasonably cooperate with such representative's efforts to understand the test results. If the Advocate representative reasonably determines that the test results are materially inaccurate or reflect improper execution of the Test Method, the Signatory will undertake a root cause analysis of such discrepancy and any necessary corrective actions prior to conducting a new test of the same Television unit and providing the new results to the Advocate representative to repeat the above process.

7. Independent Administrator

- 7.1 The Steering Committee shall designate an Independent Administrator to be responsible for the collection and processing of information supplied directly or indirectly by Signatories and determining the Manufacturer Signatories' satisfaction of their commitments under this Voluntary Agreement.
- 7.2 The Independent Administrator may not be affiliated with any Signatory.
- 7.3 The Independent Administrator will enter into a contract with CTA that includes terms to protect the confidentiality of information supplied by the Signatories and the third-party beneficiary right of each Commercial Signatory to enforce such terms.

8. Reporting

- 8.1 Commencing in 2024, each Manufacturer Signatory that Sold Televisions during the prior Reporting Period shall by June 1 of each year submit to the Independent Administrator a confidential annual sales statement that includes: (a) the total number of new Television units Sold during the Reporting Period; (b) the total number of new Television units Sold during the Reporting Period that are subject to a commitment set forth in Annex 1; (c) the total number of new Television units Sold during the Reporting Period that meet the applicable commitments set forth in Annex 1; (d) for each Television Model Sold: "standby mode power," "average on mode power" and "annual energy consumption" (as those values are defined in, and based upon test results using, the Test Method), software versions, whether the Television is Backlit,

screen size, and screen resolution; (e) “dynamic luminance” for the standard dynamic range “default preset picture setting,” the standard dynamic range “brightest selectable preset picture setting” and (if applicable) the “high dynamic range” “preset picture setting” (as those terms are defined in, and determined using, the Test Method) and (e) demonstration of satisfaction of the other commitments of this Voluntary Agreement. A reporting template for annual statements may be prescribed by the Steering Committee.

- 8.2 A Reporting Period covers a twelve-month period. Manufacturers that sign this Voluntary Agreement prior to April 1, 2024 shall provide their first annual statement by June 1, 2024. The timing of initial statements for a new Signatory will be established in its signing document.
- 8.3 By June 1 of each year commencing in 2024 the Consumer Technology Association (CTA) shall provide the Independent Administrator with the estimated total number of Television Sales in the United States and Canada during the prior Reporting Period.
- 8.4 Annual statements shall be provided for the 2029-30 Reporting Period by June 1, 2030, notwithstanding any expiration of the Voluntary Agreement.
- 8.5 Signatories are encouraged to transition early to manufacturing Televisions that will meet energy level commitments prior to the effective date of such levels. To that end, annual statements shall include the percentage of Television Sales that meet commitment levels that are not yet applicable (with early reporting for on mode commitments to begin in 2027 for the 2026-27 Reporting Period). At the same time, it would be counterproductive to the objectives of energy and resource efficiency to require the disposal of Televisions that are manufactured prior to the date on which new commitments become effective but that remain in inventory and have not been Sold prior to such date. Accordingly, a Signatory may choose to report such Television in the year of its manufacture rather than its Sale, or it may report such Television separately in the year of its Sale but request application of the commitment levels (if any) that applied at the time of its manufacture. A Signatory electing either of these options must within a reasonable time of its submission provide notice to the Energy Advocates of the number of units so reported, for the purpose of enabling the Energy Advocates to study the efficacy of this provision.
- 8.6 Televisions are rapidly changing as a result of technical innovation, competition, and consumer demand. In order to avoid jeopardizing the benefits of new features, Manufacturers may invoke the following “New Features Process” when reporting Televisions with new features or functions that consume significant power and that are not covered by the applicable energy allowances.
 - 8.6.1 The New Features Process is intended to provide an open and transparent path for Manufacturer Signatories to innovate and add new features, including features with no assigned allowances and features that are in the early stages of design, without being treated as failing to meet the commitments of the Voluntary Agreement.
 - 8.6.2 If a Manufacturer Signatory Sells a Television that includes a new feature that has not been assigned an energy allowance, and the presence of the feature causes the Television to exceed the applicable commitment energy levels, the Signatory may set and report a new appropriate initial allowance for the power consumption of that feature.
 - 8.6.3 The initial allowance will represent the Signatory’s best estimate of the amount of energy consumed by the new feature. All new features, associated initial allowances, and justifications for such allowances will be submitted to the Independent Administrator together with other supporting testing data. The Independent Administrator shall inform the Steering Committee of the Signatory’s allowance for the new feature, except as otherwise provided below regarding the treatment of confidential new features proposals.

- 8.6.4 If the new feature is confidential and the Signatory seeks an allowance, the Signatory shall designate the initial allowance proposal as confidential and provide a written justification for its confidentiality designation to the Independent Administrator. The new feature may remain confidential until earlier of when the feature is marketed or otherwise made public or when a Television with such feature is Sold. The Signatory shall inform the Independent Administrator within thirty days of marketing or otherwise making public a previously confidential new feature, and the Independent Administrator shall so inform the Steering Committee.
- 8.6.5 After the Independent Administrator reports the above information to the Steering Committee, the Steering Committee shall establish an appropriate allowance that reflects the Steering Committee's best estimate of the energy consumption required to support the new feature. Such allowance shall become effective prospectively at such time as is prescribed by the Steering Committee.
- 8.7 Beginning in 2024 for the 2023-24 Reporting Period, the Independent Administrator shall annually publish a report that, without disclosure of any confidential or commercially sensitive information, will:
 - 8.7.1 identify Signatories participating during the Reporting Period;
 - 8.7.2 identify the aggregate percentage of new Televisions Sold by Manufacturer Signatories that meet the applicable commitments set forth in Annex 1 of this Voluntary Agreement;
 - 8.7.3 estimate the percentage of new Television Sales during the Reporting Period that are covered by this Voluntary Agreement by dividing the aggregate number of Television units Sold by Manufacturer Signatories by the total sales in the United States and Canada estimated by CTA;
 - 8.7.4 estimate the total annual energy consumption of the Televisions Sold by Manufacturer Signatories during the Reporting Period;
 - 8.7.5 include an Appendix identifying each Television Model Sold by a Manufacturer Signatory during the Reporting Period including the information listed in Section 8.1(d) (except software versions, which information should be provided only to the Energy Advocates pursuant to Section 9.1); and
 - 8.7.6 without reference to the performance of specific Signatories, document the Signatories' collective satisfaction of the commitments set forth in Section 5 of this Voluntary Agreement.

Information submitted under this Section 8.7 shall be provided solely to the Independent Administrator and used only to verify satisfaction of the commitments in this Voluntary Agreement. No individual Signatory's sales volumes, pricing, costs, margins, production plans, or other competitively sensitive information shall be shared with, or made accessible to, any other Signatory, whether directly or through the Steering Committee. Any information disclosed to Signatories or published shall be limited to historical data that is either aggregated across Signatories or otherwise anonymized so that no individual Signatory's competitively sensitive information can be identified or inferred. Signatories shall not use the reporting, audit, or verification processes to obtain or exchange competitively sensitive information.

9. Audit and Verification

- 9.1 Within ten days of receipt of a Manufacturer's annual sales statement, the Independent Administrator shall provide a list of Models, reported test results, and software version (but not any sales quantities) to a designated representative of the Energy Advocates so that the Energy

Advocates may evaluate the data for potential discrepancies. Each Manufacturer Signatory will reasonably cooperate with requests by the Energy Advocates to facilitate their evaluation of its test results, including by promptly responding to relevant questions.

- 9.2 The Energy Advocates may perform or have a qualified lab perform independent verification testing of any reported Model. The Energy Advocates will provide copies of the test results or a summary thereof to the Independent Administrator and the Manufacturer Signatory.
 - 9.2.1 To account for variability in individual television units for verification testing, a 10% tolerance level will be applied to the test result. For example, if a test measured on mode power of 100 watts, the model would be within the applicable tolerance if its reported on mode power level is equal to or greater than 90 watts ($100 - 100(10\%) = 90$).
 - 9.2.2 If the verification test result as determined above is outside the tolerance threshold established pursuant to Section 9.2.1, the Energy Advocates will provide the test result to the Signatory and the Independent Administrator. Unless the Signatory satisfies the Energy Advocates that the independent test result is erroneous, the Signatory must promptly undertake a root cause analysis of such discrepancy and any necessary corrective actions, and must then either (1) demonstrate to the Independent Administrator and the Energy Advocates that the Model's energy usage is reasonably consistent with the levels previously reported or (2) revise its annual statement for the prior Reporting Period that the Independent Administrator will review to re-evaluate the Signatory's satisfaction of its commitments under the Voluntary Agreement.
 - 9.2.3 Signatories shall in good faith attempt to complete any actions required by Section 9.1 by August 1 so that the information can be incorporated into the Independent Administrator's report prepared pursuant to Section 8.7.
- 9.3 For each Reporting Period beginning on or after April 1, 2026, the Independent Administrator shall conduct an audit of Sales figures reported by one Manufacturer Signatory selected at random each year.
- 9.4 The Independent Administrator may elect to conduct an additional audit of the information supplied by any other Manufacturer Signatory's annual statement for good cause.
- 9.5 The result of an audit shall be included in the annual report published pursuant to Section 8.7, but the identity of an audited party and any commercially sensitive information with respect to an individual Signatory, as designated by that Signatory, shall remain confidential both during and after an audit. Signatories agree to provide reasonable assistance to the Independent Administrator. The Independent Administrator may be required to sign a confidentiality agreement in a form reasonably satisfactory to the Signatory.
- 9.6 While the Test Method is designed to provide a reasonably accurate measurement for actual on mode power usage regardless of the settings chosen by a user, the Manufacturer Signatories acknowledge the concern of the Energy Advocates that such accuracy may be impacted if a majority of consumers of Backlit Televisions change certain default settings to settings that increase power usage. To better inform the consideration of appropriate future on mode commitments, Manufacturer Signatories will report to the Independent Administrator the following information for Internet-connected Televisions in consumer homes in the United States and Canada for which such information is readily available: (a) the numbers of measured Televisions for which the setting is different from the default setting for each of picture mode setting, any automatic brightness control setting, and any energy saving mode (to the extent the Television has such modes), at the time of measurement selected by the Manufacturer within each calendar quarter from the third quarter of 2026 through the second quarter of 2027; and (b) the total number of measured Televisions for each of those three

categories. Such reports will be provided to the Independent Administrator within thirty days of the end of the applicable quarter. The Independent Administrator will aggregate the data received for each quarter and provide an aggregate, anonymized report to the Steering Committee. The Signatories acknowledge that not all Manufacturers anticipate being able to collect and provide the foregoing data, but in the aggregate the Commercial Signatories expect to be able to provide a substantial and statistically reliable data set.

10. Steering Committee

- 10.1 A Steering Committee will provide administrative functions regarding the operation of the Voluntary Agreement. The Committee does not have any authority to direct the commercial or other functions of any Signatory.
- 10.2 Each Manufacturer Signatory that Sells Televisions in the United States or Canada may nominate one person to represent it as a Member on the Steering Committee.
- 10.3 A representative of the Consumer Technology Association shall serve as a Member of the Steering Committee.
- 10.4 The Energy Advocates together may nominate no more than two persons to serve as voting Members of the Steering Committee, with no more than one Member per Energy Advocate Signatory.
- 10.5 The Steering Committee will elect a Chair from among its Members. The Chair will be responsible for convening and conducting meetings of the Steering Committee.
- 10.6 Signatories entitled to nominate a Member may appoint an alternate representative that may attend meetings and vote in the absence of that Member. Signatories may replace a Member or alternative representative on notice to the Chair of the Steering Committee.
- 10.7 At the request of any Signatory, the Chair may authorize any person to attend meetings of the Steering Committee as a non-voting participant.
- 10.8 CTA and the Energy Advocates have signed a confidentiality agreement with terms for the protection of all non-public information shared in connection with this Voluntary Agreement, including but not limited to Sections 6.4, 9 and 12. The agreement is available to each Commercial Signatory to provide privity with the Advocates for purposes of enforcing such agreement with respect to their confidential information.
- 10.9 The Steering Committee may adopt rules of procedure and administration.
- 10.10 The Steering Committee may delegate any of its responsibilities to specific individuals or to subcommittees established by the Steering Committee. Any actions by such individuals or subcommittees may be appealed to the full Steering Committee.
- 10.11 The costs of attending Steering Committee meetings will be borne by each attendee.
- 10.12 Expenses authorized by the Steering Committee may be paid through dues assessed equally on each Manufacturer Signatory. In the alternative, the Steering Committee may establish arrangements under which the Independent Administrator and other vendors will assess a share of their charges to each Manufacturer Signatory.
- 10.13 The Steering Committee may consult and engage with representatives of appropriate regulatory authorities and other stakeholders to provide updates regarding the implementation of this Voluntary Agreement.
- 10.14 The intention of this Voluntary Agreement is to cover devices sold in high volumes to consumers that are ordinarily understood to be Televisions. Any Signatory may request the

Steering Committee to address any ambiguity of whether a particular device should be subject to the commitments of the Voluntary Agreement.

11. Amendment of the Voluntary Agreement

- 11.1 This Voluntary Agreement may be amended by the Steering Committee if there is agreement of at least two-thirds of the Manufacturer Signatories and if all Signatories received at least 15 days' written notice of the scheduled vote.

12. Independent Administrator Evaluation

- 12.1 The Independent Administrator may make a determination that a Manufacturer Signatory has not substantially fulfilled its commitments established by this Voluntary Agreement based upon the information obtained from any of the following: the Signatory's annual statement, audits and verification testing conducted pursuant to Section 9, and the Signatory's report on its implementation of a remedial plan.
- 12.2 Prior to any determination of a missed commitment, the Independent Administrator shall provide notice to the Signatory with a thirty-day opportunity to respond and demonstrate substantial satisfaction of its commitments.
- 12.3 If after the conclusion of the cure period the Independent Administrator makes a determination that the Signatory has materially failed to meet a commitment, the Independent Administrator shall direct the Signatory to propose a remedial plan within ninety days. The Independent Administrator's notice shall estimate the annual incremental amount of energy that is associated with the shortfall in the Signatory's satisfaction of its commitments.
- 12.4 A Signatory may appeal any decision or action of the Independent Administrator under the Voluntary Agreement to the Review Panel, which shall consist of the Independent Administrator and the CTA and Energy Advocate Members of the Steering Committee. Submission of an appeal will stay a requirement to propose a remedial plan.
- 12.5 Remedial plans shall be expected to secure additional energy efficiency measures that are sufficient to offset the incremental amount of energy that is associated with the shortfall in the Signatory's satisfaction of its commitments. The proposed method of remediation is at the discretion of the Signatory.
- 12.6 The Signatory shall present a remedial plan to the Review Panel. The Review Panel may approve a remedial plan proposed by the Manufacturer Signatory only by a majority vote that includes at least one Energy Advocate.
- 12.7 On a schedule directed by the Review Panel, the Signatory shall submit a report to the Independent Administrator demonstrating its implementation of the approved remedial plan. The Independent Administrator will monitor the implementation of approved remedial plans through their completion.
- 12.8 A Signatory may petition the Review Panel at any time to seek approval of credits for alternative energy efficiency measures that the Signatory demonstrates will provide net energy efficiency gains that are superior to commitments under this Voluntary Agreement, which may be applied later to future remediation requirements.
- 12.9 A Signatory that fails to timely fulfill an approved remedial plan may have its Signatory status terminated by a mutual decision of the Independent Administrator and the Energy Advocate Signatories.
- 12.10 Involuntary termination constitutes the sole and complete remedy available to the Steering Committee, Signatories, Independent Administrator, or any third party or other individuals or

entities with respect to any alleged failure to satisfy any term, provision, commitment, or obligation of this Voluntary Agreement by a Signatory.

13. Term and Termination

- 13.1 The term of this Voluntary Agreement continues through March 31, 2030. This Voluntary Agreement may be extended through the process for amendment in Section 11.
- 13.2 Any Signatory may terminate its Signatory status upon written notice to the Chair of the Steering Committee. Such termination shall immediately terminate all of that Signatory's rights and obligations under this Voluntary Agreement except that all confidentiality obligations arising from this Voluntary Agreement shall survive such termination.
- 13.3 The Chair of the Steering Committee will notify all Members of the Steering Committee and such other persons as the Chair may deem appropriate of the termination of any Signatory.

14. Termination of Regulatory Approaches

- 14.1 All commitments of Signatories are contingent on the termination and continued absence of all U.S. federal and state and all Canadian federal, provincial and territorial proceedings considering the adoption of mandatory test procedures (except as provided in Section 6.2) or energy efficiency regulation of Televisions unless otherwise mutually agreed by the Signatories.
- 14.2 The Signatories affirm their commitment to advancing the energy efficiency of Televisions and acknowledge the role of the ENERGY STAR program as a widely recognized voluntary benchmark. Through their engagement with the Agreement, the Signatories shall work collectively to explore opportunities to work with stakeholders to reduce barriers to participation in order to promote the continued success of the ENERGY STAR program. Nothing in this Agreement shall mandate participation in ENERGY STAR; however, manufacturers may elect to pursue ENERGY STAR certification for qualifying products.

15. Miscellaneous

- 15.1 Antitrust. The coordination of the Signatories for this Voluntary Agreement is a legitimate activity to promote energy efficiency and innovation, but each Signatory is responsible for ensuring that its activities undertaken in connection with this Voluntary Agreement are conducted in compliance with the antitrust laws of the United States, the Canadian Competition Act, and all other applicable law. All meetings and communications of the Steering Committee and between parties to implement this Voluntary Agreement shall be conducted consistent with the competition guidelines of the Consumer Technology Association. The Signatories shall not discuss or exchange information related to pricing, production quotas, costs of production, standard terms or conditions of sale, the allocation of customers or markets, future plans not specifically related to the objectives of this Voluntary Agreement, or any restraints of trade or competition. For the avoidance of doubt, each Signatory independently and unilaterally determines its own prices, production levels, product designs, features, and terms of sale, and nothing in this Voluntary Agreement requires, and no Signatory shall interpret it to require, any restriction on competition among Signatories with respect to price, production quantity, product variety, features, or innovation. Compliance with the competition guidelines of the Consumer Technology Association is a minimum expectation and does not limit each Signatory's independent obligation to comply with all applicable antitrust and competition laws.
- 15.2 Press. A Signatory may make public statements or issue press releases in relation to this Voluntary Agreement provided that no public statement or press release: (1) may reveal other

parties' confidential information; or (2) provides information from which the confidential operations of an individual Signatory may be inferred; or (3) be used as a tool for negotiations or advocacy for legislative or regulatory solutions, it being agreed that concerns with operations under this Voluntary Agreement or opportunities for change shall be directed to Steering Committee discussions.

- 15.3 Force Majeure. If a Signatory is prevented or delayed in performance of its commitments hereunder as a result of circumstances beyond such Signatory's reasonable control, including, without limitation, acts of God, war, terrorism, epidemics, acts of government, supply chain or shipping disruptions or delays, or failure of suppliers, subcontractors, or carriers, such failure or delay will not be deemed to constitute a failure to fulfill a commitment under this Voluntary Agreement, but such commitments will remain applicable and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay.
- 15.4 Counterparts. This Voluntary Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument. Signatures to this Voluntary Agreement may be delivered by facsimile or email, which, upon delivery, shall be deemed to be originals.
- 15.5 Legal Effect. This Voluntary Agreement sets out a course of action for the Signatories to improve the energy efficiency of Televisions. This Voluntary Agreement is not a commercial agreement and does not in itself create any contractual relationship, partnership, joint venture or other agency relationship among the Signatories. Nothing in this Voluntary Agreement shall be deemed to create a third-party beneficiary relationship. For avoidance of doubt, this Voluntary Agreement, as limited by this Section and by Section 12.10, does not create the basis for any liability or any claim for damages, including but not limited to any indirect, special, incidental or consequential damages whether or not foreseeable or contemplated by the parties as of the date each signed the Voluntary Agreement.
- 15.6 Notices. Each Signatory shall provide an email address to the Chair of the Steering Committee and to the Independent Administrator for receipt of notices as set forth in this Voluntary Agreement. This list shall be made available within a reasonable period of time to any Signatory upon request.
- 15.7 No Penalty; Voluntary Participation. Participation in this Voluntary Agreement is voluntary, and this Voluntary Agreement is not intended to, and shall not be construed to, penalize, sanction, or impose any adverse commercial or competitive consequence on any Signatory or non-Signatory on account of its actions, decisions, or level of performance with respect to the energy efficiency of Televisions. No Signatory is required to take, or to refrain from taking, any action with respect to any other Signatory or any non-Signatory. Consistent with Section 12.10, involuntary termination of Signatory status is the sole consequence of a failure to satisfy a commitment under this Voluntary Agreement, and neither the loss nor the denial of Signatory status shall constitute or give rise to any boycott, refusal to deal, or other concerted action against any person in the marketplace.

ANNEX 1 – ENERGY EFFICIENCY COMMITMENTS

This annex defines the sales commitments of the Voluntary Agreement for Ongoing Improvement to the Energy Efficiency of Televisions. The commitments in this Annex apply only to Televisions manufactured after the applicable commitment effective dates and Sold in the United States or Canada. These commitments do not apply to Television units that were initially manufactured prior to the applicable effective date of a sales commitment, such as a Television that was in inventory on such date or that was later returned and refurbished for resale.

Standby Mode Power Efficiency Commitment

Each Manufacturer Signatory commits that at least 90% of its Televisions Sold in the United States or Canada on or after April 1, 2026 in each Reporting Period shall have a Standby Mode Power of less than or equal to 2.0 watts, measured in accordance with ANSI/CTA-2037-D section 11.2, except that commitment does not apply until April 1, 2027, to Televisions from a Product Family that was Sold before June 1, 2023.

Tier 1 Average On Mode Power Efficiency Commitment

Each Manufacturer Signatory commits that at least 90% of its Televisions Sold in the United States or Canada on or after April 1, 2028 in each Reporting Period shall have average on mode power levels of less than or equal to the amounts established below measured in accordance with ANSI/CTA-2037-D section 11.1.

The following terms apply to the on mode commitment:

A	viewable screen area of the product in square inches
PR	pixel resolution as represented by total pixel count
Backlit Television	a Television where light generated at the back of the display stack passes through multiple layers, including an LCD layer, before being emitted toward the viewer
DL_DEFAULT	measured dynamic luminance level for the standard dynamic range default preset picture setting as determined using Equation 4 of ANSI/CTA-2037-D
DL_BRIGHTEST	measured dynamic luminance level for the standard dynamic range brightest preset picture setting as determined using Equation 4 of ANSI/CTA-2037-D
DL_HDR	measured dynamic luminance level for the HDR default preset picture setting as determined using Equation 4 of ANSI/CTA-2037-D

Average on mode power limit for Backlit Televisions

- a) If the Television has a pixel resolution greater than or equal to 30 million pixels, then the average on mode power limit is $1.6 \times 95 \text{ mW} \times A$.
- b) If the Television has a pixel resolution less than 30 million pixels, then the average on mode power limit is $(95 \text{ mW} \times A) + 2500 \text{ mW}$.

Average on mode power limit for non-Backlit Televisions

- a) If the Television has an HDR preset picture setting, then the average on mode power limit is:

$$\begin{aligned} \text{Limit} = & (0.7460504107056 \times ((0.20114378789038 + 0.0012922381461843 \times A + \\ & 6.52637475083226\text{E-}09 \times \text{PR}) \times \text{DL_DEFAULT} + (6.23864394406681 + 0.0139028551950968 \\ & \times A + 3.99444995966879\text{E-}06 \times \text{PR})) + 0.7077914152848 \times ((0.367582939292961 + \\ & 0.00156556130703125 \times A + 7.51513140103406\text{E-}09 \times \text{PR}) \times \text{DL_BRIGHTEST} + \\ & (5.97427667164557 + 0.0178376813677941 \times A + 3.27210763656174\text{E-}06 \times \text{PR})) + \\ & 0.6982266664296 \times ((0.47106307591426 + 0.00201728370484483 \times A + 9.12669605197814\text{E-} \\ & 09 \times \text{PR}) \times \text{DL_HDR} + (6.62434971232697 + 0.0175438412814319 \times A + 3.62820435034332\text{E-} \\ & 06 \times \text{PR}))/3 \end{aligned}$$

- b) If the Television does not have an HDR preset picture setting, then the on mode power limit is:

$$\begin{aligned} \text{Limit} = & (0.7460504107056 \times ((0.20114378789038 + 0.0012922381461843 \times A + \\ & 6.52637475083226\text{E-}09 \times \text{PR}) \times \text{DL_DEFAULT} + (6.23864394406681 + 0.0139028551950968 \\ & \times A + 3.99444995966879\text{E-}06 \times \text{PR})) + 0.7077914152848 \times ((0.367582939292961 + \\ & 0.00156556130703125 \times A + 7.51513140103406\text{E-}09 \times \text{PR}) \times \text{DL_BRIGHTEST} + \\ & (5.97427667164557 + 0.0178376813677941 \times A + 3.27210763656174\text{E-}06 \times \text{PR}))/2 \end{aligned}$$

The undersigned Signatories agree to the Voluntary Agreement as Manufacturers:

Best Buy China Ltd., a Bermuda corporation, as Trustee for Best Buy China, a trust formed under the laws of the People's Republic of China

Signature: /s/ Jerry-Dee Richardson
Name: Jerry-Dee Richardson
Title: Manager
Date: July 2, 2026

Hisense USA Corporation

Signature: /s/ David Gold
Name: David Gold
Title: President
Date: January 6, 2023

LG Electronics, Inc.

Signature: /s/ Heejae Cho
Name: Heejae Cho
Title: Director
Date: March 20, 2023

Roku, Inc.

Signature: /s/ Andy Just
Name: Andy Just
Title: Vice President, Product and Program Development
Date: March 31, 2023

Samsung Electronics America, Inc.

Signature: /s/ John Godfrey
Name: John Godfrey
Title: Senior VP
Date: February 27, 2023

Skyworth USA Corporation

Signature: /s/ Anthony Paul Fonzo
Name: Anthony Paul Fonzo
Title: Sr. Director- Industry Affairs, Compliance, Government Relations & Marketing
Date: May 28, 2026

Sony Electronics Inc.

Signature: /s/ Tyler Ishida
Name: Tyler Ishida
Title: President, Consumer Business Group
Date: January 6, 2023

TCL North America

Signature: /s/ Scott Ramirez
Name: Scott Ramirez
Title: Vice President of Product Management & Marketing Operations
Date: April 12, 2023

VIZIO, Inc.

Signature: /s/ Caitlin Sanchez
Name: Caitlin Sanchez
Title: Vice President, Associate General Counsel
Date: March 28, 2023

Walmart, Inc.

Signature: /s/ Brock McKeel
Name: Brock McKeel
Title: Vice President, DMM, Consumer Electronics Walmart U.S.
Date: September 10, 2026

The undersigned Signatory agrees to the Voluntary Agreement as a Commercial Signatory:

Google LLC

Signature: /s/ Hiroshi Lockheimer
Name: Hiroshi Lockheimer
Title: SVP Platforms & Ecosystems
Date: January 6, 2023

The undersigned Signatories agree to the Voluntary Agreement as Energy Advocates.

American Council for an Energy-Efficient Economy

Signature: /s/ Naomi Baum
Name: Naomi Baum
Title: Chief Operating Officer
Date: January 6, 2023

Northwest Energy Efficiency Alliance, Inc.

Signature: /s/ Jeffrey P. Harris
Name: Jeffrey P. Harris
Title: Chief Transformation Officer
Date: June 26, 2026

Pacific Gas and Electric Company

Signature: /s/ David Poster
Name: David Poster
Title: Director, Building Electrification & Efficiency
Date: July 7, 2026