

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

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 This Voluntary Agreement is intended to be a complete substitute for all federal, state, provincial and municipal legislative and regulatory solutions. The Signatories agree that this Voluntary Agreement is the preferred 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 “Commercial Signatories” means Signatories other than Energy Advocates.
- 2.2 “Effective Date” means March 1, 2022.
- 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 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 February 1, 2022, 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 “Product Family” means a group of product models that are made by the same manufacturer and have a common basic design.
- 2.9 “Reporting Period” means the period within which the required information is to be submitted by a Signatory. The first Reporting Period begins on the Effective Date and ends February 28, 2023.
- 2.10 “Sell,” “Sale” and “Sold” refers to 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. A Television that is 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.
- 2.11 “Signatory” and “Signatories” mean the companies or organizations that sign this Voluntary Agreement.
- 2.12 “Steering Committee” means the coordinating and governing body of this Voluntary Agreement.
- 2.13 “Television” means a commercially available electronic unit powered from an external source (i.e., not from a battery) that is designed primarily for the display and reception of audio-visual signals from terrestrial, cable, satellite, Internet Protocol TV (IPTV), or other transmission of analog and/or digital signals, consisting of a tuner/receiver and a display encased in a single housing.
- 2.14 “Test Method” is the method specified by Section 6.1 of this Voluntary Agreement for use in measuring the energy usage of Televisions.
- 2.15 “Tier 1 Commitment Effective Date” means March 1, 2026, except that as applied to a Signatory that signs this Voluntary Agreement after that date, 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 initial 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.
- 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 Public Information. Within six months of the later of its signature of this Voluntary Agreement or the qualification of its first designated testing laboratory pursuant to Section 6.4, each Manufacturer shall provide the public with reasonable access to energy efficiency information about the Televisions subject to this Voluntary Agreement. The energy efficiency information to be made available under this section shall include the annual energy consumption, average on mode power, and standby power each measured in accordance with the Test Method for each Model Sold after the Effective Date. The information disclosed pursuant to this section may exclude confidential or commercially sensitive information.
- 5.1.2 Reporting. For all Sales on or after the Effective Date, each Manufacturer shall prepare a confidential annual sales report 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.
- 5.1.3 Tier 1 Sales Commitment. Ninety percent (90%) of all new Television units that each Manufacturer Signatory Sells in each Reporting Period beginning on its Tier 1 Commitment Effective Date shall meet the Tier 1 efficiency level commitments set forth in Annex 1 of this Voluntary Agreement.
- 5.1.4 Additional Energy Commitments. The Manufacturer Signatories and Energy Advocates shall make best efforts to develop additional mutually agreed efficiency level commitments to be included in Annex 1, including with respect to energy levels in on power mode, within one year of the date on which an Energy Advocate becomes a Signatory of this Voluntary Agreement. To facilitate the informed development of on power energy level commitments, within six months of the later of its signature of the Voluntary Agreement or the qualification of its first designated testing laboratory pursuant to Section 6.4, each Manufacturer shall have a laboratory that is qualified pursuant to Section 6.5 use the Test Method to test each Model Sold in the United States or Canada since March 1, 2022 and provide a representative of the Energy Advocates with the following information from each such test: Television make and model; name and location of test lab; TV EASY version number; Television software version; Television technology type (e.g., LCD, QLED, OLED); screen size (in. x in.); screen resolution (pixels x pixels); names of default SDR, brightest SDR and default HDR preset picture settings; whether automatic brightness control is enabled or disabled by default for default SDR, brightest SDR and default HDR present picture settings; availability of motion-based dynamic dimming (MDD); whether MDD was able to be disabled for SDR tests; on mode power and dynamic luminance at each relevant ambient light level or backlight level; standby power with appropriate label (smart wake, internet connection, etc.); average on mode power; and annual energy consumption.

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. All obligations in this Voluntary Agreement to publicly release energy usage information are contingent upon a decision by the U.S. Department of Energy (DOE) that will enable the lawful public use of results derived from this Test Method.

- 6.2 The Manufacturer and Energy Advocate Signatories each commit to use best efforts to urge adoption of the ANSI/CTA-2037-D (or successor ANSI test method) 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. 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 5.1.4. The Manufacturer Signatory will reasonably cooperate with such representative's efforts to understand the test results and to conduct independent verification testing, which will be conducted in accordance with the terms for third-party verification testing set forth in Section 9.1. 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 must sign a confidentiality agreement in relation to any confidential information supplied by the Signatories and shall protect the confidentiality of commercially sensitive information.

8. Reporting

- 8.1 Commencing in 2023, 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 report 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 determined using, the Test Method), software versions, screen size, and screen resolution; and (e) demonstration of

satisfaction of the other commitments of this Voluntary Agreement. Additional data points may be prescribed when the parties adopt on power commitment levels. A reporting template 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 March 1, 2023 shall provide their first report by June 1, 2023. Thereafter, when a new Signatory is making its first report, it may provide a sales report either for the entire Reporting Period (effectively backdating its commitment to the start of the Reporting Period preceding its signature), for the period beginning with its signature, or for the next Reporting Period that begins after its signature.
- 8.3 By June 1 of each year commencing in 2023 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 sales reports shall be provided for the 2028-29 Reporting Period by June 1, 2029, notwithstanding any expiration of the initial Term of this 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 reports shall include the percentage of Television Sales that meet commitment levels that are not yet applicable. 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 at the time of its report 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 Initial allowances set by the Steering Committee will reflect the Steering Committee's best estimate of the energy consumption required to support the new feature, and shall become effective at such time as is prescribed by the Steering Committee.
- 8.7 Beginning in 2023 for the 2022-23 Reporting Period, the Independent Administrator and Steering Committee shall annually publish a progress 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); 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.

9. Audit and Verification

- 9.1 Beginning in 2024, within fifteen days of receipt of a Manufacturer's annual sales report, the Independent Administrator shall select one Model from such report to be subjected to independent verification testing in each power mode addressed in Annex 1.
 - 9.1.1 Verification testing shall be conducted in third party labs approved by the Steering Committee or under a supervised Manufacturer testing program with the approved observer approved by the Steering Committee. For at least the first year of verification testing in 2024, the Steering Committee shall only approve a lab or observer nominated by an Energy Advocate.
 - 9.1.2 As part of the development of on-mode power levels pursuant to Section 5.1.4, the Signatories will develop appropriate tolerance thresholds to account for variability in individual television units for verification testing.
 - 9.1.3 If the verification test result as determined above is outside the tolerance thresholds established pursuant to Section 9.1.2, 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 consistent with the levels previously reported or (2) revise its annual report for the prior Reporting Period that the Independent Administrator will review to re-evaluate

the Signatory's substantial compliance with its commitments under the Voluntary Agreement.

- 9.1.4 Test results and any actions required by Section 9.1.3 should be completed by August 1 so that the information can be incorporated into the Independent Administrator's report prepared pursuant to Section 8.7. A Signatory has the option to provide a list of Models for the prior Reporting Year to the Independent Administrator earlier than its annual report so that the Independent Administrator may expedite the selection of Models for lab verification to be performed that year.
- 9.2 For each Reporting Year beginning on or after the Tier 1 Commitment Effective Date, the Independent Administrator shall conduct an audit of Sales figures reported by one Manufacturer Signatory selected at random each year.
- 9.3 On request of the Steering Committee, the Independent Administrator shall conduct an additional audit of the information supplied by any other Manufacturer Signatory's annual sales report.
- 9.4 The result of the audit shall be included in the annual report published pursuant to Section 8.7, but 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 auditor. The Independent Administrator may be required to sign a confidentiality agreement in a form reasonably satisfactory to the Signatory.

10. Steering Committee

- 10.1 A Steering Committee is established as the coordinating and governing body of this Voluntary Agreement.
- 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 Attendees at Steering Committee meetings shall sign a confidentiality agreement as a condition of attendance. Such agreement will also provide for confidentiality protection of all non-public information shared in connection with this Voluntary Agreement, including but not limited to Sections 6.3, 9 and 12.
- 10.9 The Steering Committee may adopt rules of procedure and administration.
- 10.10 The Steering Committee may delegate any of its authority or responsibilities to specific individuals or to subcommittees established by the 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 its 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 ambiguity of whether a particular device is covered may be resolved by the Steering Committee.

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 voting Members representing Manufacturer Signatories and all Signatories received at least 15 days' written notice of the scheduled vote.

12. Remediation and Dispute Resolution

- 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 report, audits or 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 provide written notice to the Signatory that the Signatory must propose a remedial plan within ninety days of receipt of such notice. The Independent Administrator's notice shall estimate the incremental amount of energy that is associated with the shortfall in the Signatory's satisfaction of its commitments.
- 12.4 If a Signatory contests the Independent Administrator's determination, it may appeal the determination to the Steering Committee. Submission of an appeal will stay the 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 a Review Panel consisting of the Independent Administrator and the CTA and Energy Advocate Members of the Steering Committee. 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. If the Review Panel does not approve a plan, the matter shall be referred to the Steering Committee for resolution.
- 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 shall evaluate the party's performance under the plan and report to the Steering Committee.

- 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 the Steering Committee.
- 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 noncompliance with 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 begins on the Effective Date and continues through February 28, 2029. This Voluntary Agreement may be extended through the process for amendment in Section **Error! Reference source not found.**
- 13.2 Any Commercial Signatory may terminate its Signatory status on twenty-eight days' written notice. 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 An Energy Advocate may terminate its status as a Signatory if industry commitments in this Voluntary Agreement are not being performed in good faith, or changes in this Voluntary Agreement are not faithful to the purposes of this Voluntary Agreement and consistent with the justified expectations of all Signatories. An Energy Advocate may terminate under this provision, after no less than ninety days during which the Energy Advocate shall engage in good faith discussions with the Steering Committee to address its concerns. Such termination shall be indicated by giving written notice to the Chair of the Steering Committee. Such termination shall immediately terminate all of the Energy Advocate's rights and obligations under this Voluntary Agreement except that all confidentiality obligations arising from this Voluntary Agreement shall survive such termination.
- 13.4 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 Upon the adoption of on power levels pursuant to Section 5.1.4, each Manufacturer and Energy Advocate Signatory will use its best efforts to encourage the termination of all Federal, State, Provincial, and municipal proceedings in the United States and Canada considering the adoption of mandatory test procedures (except as provided in Section 6.2) or energy efficiency regulation of Televisions and shall thereafter discourage the initiation of any new regulation of the energy usage of Televisions.
- 14.2 All commitments of Signatories are contingent on the termination and continued absence of all such proceedings unless otherwise mutually agreed by the Signatories.

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.
- 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 releases: (1) may reveal other parties' confidential information; (2) provide 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 the 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 in full force and effect, 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.

ANNEX 1 – ENERGY EFFICIENCY COMMITMENTS

This annex defines the sales commitment 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 Tier 1 Commitment Effective Date and Sold in the United States or Canada. These commitments do not apply to Television units that were initially manufactured prior to the Tier 1 Commitment Effective Date, such as a Television that was in inventory on such date or that was later returned and refurbished for resale.

Standby Mode Commitment

Each Manufacturer Signatory commits that at least 90% of its Televisions Sold in the United States or Canada on or after March 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 March 1, 2027, to Televisions from a Product Family that was Sold before June 1, 2023.