



RGF ENVIRONMENTAL GROUP, INC. INTERNET SALES POLICY, TRADEMARK, COPYRIGHT & USAGE GUIDELINES

RGF Environmental Group, Inc. and its Guardian Air HVAC Air Purification Product Division (hereafter referred to as “RGF”), is committed to delivering high quality products and services to our authorized distributors, dealers, and mechanical contractors. Our top priority is to assist our authorized distributors and/or, dealers and/or contractors grow and improve the quality and volume of their businesses, while at the same time strengthening our business relationships with them and the customers. RGF recognizes that the Internet has become a valuable tool for our authorized distributors, dealers and contractors to provide a variety of important consumer information (i.e., product options and specifications, warranties, other company and/or product details, etc.) and distributor/dealer and contractor support. The Internet is a tool that is becoming increasingly important within our industry as product-related websites have already become the preferred method of many consumers for conducting HVAC related products and brands and research on the various technologies and systems.

RGF, however, has become increasingly aware of companies who are violating RGF’s Policies prohibiting the sale of Guardian Air HVAC products directly to consumers via the Internet and the violation of the Intellectual Property Rights belonging to RGF as well. Some examples include:

- The unauthorized and improper use of RGF Intellectual Property on the Internet, including its trademarks, logos or insignia, other source or business identifiers, and copyrighted product images and materials.
- The sale of RGF’s Guardian Air HVAC products via the Internet directly to consumers, either through websites operated by distributors/dealers/contractors and others, through Internet auction websites, or through similar online means such as EBAY, Craig’s List, Google, Amazon or Yahoo, etc.
- The operation of websites in a manner that gives the false impression that the website, or the manner in which RGF products are sold via the website, is approved, sponsored, or endorsed by RGF.
- The unauthorized registration and use of domain names incorporating RGFs trademarks and copyrights.
- The unauthorized purchase of keywords incorporating RGF’s trademarks from search engines, like Google and Yahoo!, so as to create “sponsored links” to promote a

company's website and deceive unsuspecting shoppers into believing that the site is "factory authorized."

- The unauthorized incorporation and use of RGF's trademarks as metatags in the coding of a company's website so as to achieve a higher ranking in search engine results.

In response to the rapid emergence of these Internet-based concerns and to prevent consumer confusion that can result from improper or unauthorized use of RGF's Intellectual Property, RGF has developed the following guidelines concerning Internet activities involving its products and intellectual property:

1) It is inappropriate and against RGF's policy to offer for sale or to sell any RGF Guardian Air HVAC products direct to consumers over the Internet (i.e., without an in-house visit, inspection, sizing and installation by a licensed, qualified, trained HVAC professional), including by means of a distributor's own website, a dealer website, a third party website, an auction website, or otherwise. ***RGF does NOT authorize or warranty any Internet-based sale of RGF Guardian Air HVAC products direct to consumers, and the sale of RGF products directly to consumers over the Internet is strictly prohibited.*** This policy is necessitated by the complexities associated with proper product specification selection requirements, professional installation and proper placement & handling techniques of RGF's Guardian Air equipment in relation to the HVAC equipment and the wide range of variables and safety concerns that directly impact the actual and perceived performance of products.

2) RGF recognizes and supports the "traditional" business model for the sale of its Guardian Air products to consumers. Such sales are properly made directly through a personal home or office inspection and onsite evaluation of the application by an authorized, trained and licensed HVAC contractor. RGF will generate online sales leads and consumer inquiries from RGF's own websites and online activities including an online Dealer Locator. Additional leads obtained via other marketing avenues such as tradeshow, trade journal articles and advertisements, will be distributed to distributors/dealers, or contractors as appropriate, for follow-up via our traditional business model.

3) ALL RGF PUBLISHED WARRANTIES ARE VOID FOR ANY RGF GUARDIAN AIR PRODUCT PURCHASED DIRECTLY BY A CONSUMER OVER THE INTERNET BY MEANS OF AN AUTHORIZED DISTRIBUTOR'S/DEALER'S, OR CONTRACTOR'S OWN WEBSITE, A THIRD PARTY WEBSITE, AN ONLINE AUCTION OR RESALE WEBSITE, OR ANY OTHER WEB LISTING, IF SUCH PURCHASE IS MADE WITHOUT AN IN-HOME VISIT AND INSPECTION AND INSTALLATION BY A TRAINED, QUALIFIED AND LICENSED (IN APPLICABLE JURISDICTIONS) HVAC PROFESSIONAL AFFILIATED WITH THE SELLER.

4) If authorized RGF distributors and/or dealers and/or contractors want to provide a link from its website to an RGF website, they may use a textual URL. Authorized RGF distributors and/or dealers and/or contractors may not use RGF's registered trademarks or logos or any other graphic to link to an RGF web page or any of the RGF websites, without prior, written permission obtained from RGF's Marketing Department. All requests should be directed to lbailey@rgf.com

TRADEMARK ONLINE USAGE

The use by RGF's authorized Distributors, Dealers and/or Contractors of RGF's Trademarks must be in compliance with the Trademark Guidelines set forth in below.

TRADEMARK ONLINE USAGE GUIDELINES

1) Express written permission need not be obtained from RGF for use of its trademarks (except for logos, slogans and taglines) to identify RGF's products, services and programs on authorized distributor and/or dealer or contractor websites, provided such use complies with ALL of the following requirements:

a) There is nothing in the use of RGF's trademarks that would lead consumers to believe that there is an association with or endorsement by RGF that does not exist, and the trademarks are used only to refer to RGF products that are the subject of the display or advertisement on the distributor's/dealer's website;

b) Proper marking and attribution are used for all of RGF's trademarks;

c) A conspicuous disclaimer is used concerning the distributor's/dealer's relationship with RGF i.e., "WE ARE A RECOGNIZED AND AUTHORIZED DISTRIBUTOR/DEALER OR CONTRACTOR OF RGF";

d) RGF's trademarks do not appear larger or more prominent than the remainder of the display on the website, i.e., the authorized distributor/dealer/contractor name and/or logo, product or service name and its graphics should be significantly larger than the reference to any of RGF's trademarks;

e) The authorized distributor's/dealer's/contractor's use is not obscene or pornographic and not disparaging, defamatory or libelous to RGF, any of its products or any other person or entity.

2) When using RGF's trademarks for the first time on a web page or site, RGF's trademark should always be followed by the symbol ® (for a registered trademark) or the symbol ™ (for an unregistered trademark). Authorized distributors/dealers/contractors should confirm with RGF's marketing department as to the status of the registered trademarks and always make sure to spell and capitalize RGF's trademarks and never abbreviate any of RGF's trademarks on its website.

3) An attribution statement should appear on each web page of the authorized distributor's/dealer's website when any of RGF's trademarks are used. The following is an example:

The RGF® trademark, Guardian Air by RGF® trademark, REME® and EAGLE® Logo, PHI-Cell® trademark, Photohydroionization® trademark, REME HALO® trademark and other RGF logos and product and service names are trademarks or registered trademarks of RGF Environmental Group, Inc. in the United States and/or other countries.

- 4) RGF's logos or trademarks in stylized form may be used only if a company is a recognized and authorized distributor/dealer or contractor of RGF's Guardian Air product line and its use complies with its terms and conditions of this policy. Under no circumstances may a distributor/dealer or contractor modify, distort or add to RGF's logos or stylized trademarks.
- 5) If a company is not a recognized- authorized distributor/dealer of the Guardian Air product line and/or is not in good standing, it may not use the trademarks in word or logo form to claim or imply standing as such.
- 6) It is inappropriate at any time to: (i) register a domain name incorporating any of RGF's trademarks; (ii) purchase any of RGF's trademarks as keywords with Internet search engines; or (iii) incorporate any of RGF's trademarks as metatags in the coding of a company's website.

COPYRIGHT ONLINE USAGE

The use by RGF's authorized Distributors, Dealers and/or Contractors of RGF's Copyrights must be in compliance with the Copyright Guidelines set forth below.

COPYRIGHT ONLINE USAGE GUIDLELINES

- 1) RGF makes available on its website located at <http://www.rgf.com> and its related sites at <http://www.rgfchina.cn> (collectively "RGF websites"), product information and photographs, renderings, documents, advertising copy, articles, website content and layout, images, files, videos, webinars, text and graphics (collectively "Copyrighted Materials") for authorized distributors'/dealers' and contractors' use, subject to certain terms and conditions. Except as expressly authorized by RGF it is not appropriate to use any of these Copyrighted Materials in connection with any Internet website, advertising, or other promotional activity or create derivative works based on the RGF websites or their Materials or their selection and arrangement. Further, an authorized distributor/dealer/contractor may not use any data mining, robots or similar data gathering and extraction methods in connection with any of the RGF websites.
- 2) Except as indicated to the contrary in these guidelines or on the RGF websites, an authorized distributor/dealer or contractor may link to, view, download and print the Materials available on the RGF websites subject to the following conditions:
 - a) An authorized distributor/dealer/contractor may not remove or modify any copyright or other proprietary notices contained in the Copyrighted Materials;
 - b) The Copyrighted Materials may not be modified or altered in any way;
 - c) The Copyrighted Materials may not be sold, rented, leased or licensed to others; and
 - d) RGF reserves the right to revoke the authorization to view, download and print the Copyrighted Materials available on the RGF websites at any time and any such use shall be discontinued immediately upon notice from RGF.

3) RGF product shots are complete images of RGF's products. If your company is a recognized/authorized distributor/dealer/contractor, it may use product shots, without RGF's written permission, in advertising, on documentation or on its website, provided it adheres to ALL of the following guidelines:

a) An authorized distributor/dealer/contractor must include the following copyright attribution statement: *"RGF product shot(s) reprinted with permission from RGF Environmental Group, Inc."*

b) An authorized distributor/dealer/contractor may not alter the product shot in any way except to resize the entire product shot, i.e., its use must contain the entire product shot and any images contained within the product shot cannot be used independently of the entire product shot;

c) The product shot is not the most prominent visual element on the material where the product shot is displayed, i.e., the authorized distributor/dealer/contractor name and logo, its product and/or its graphics should be significantly larger than the product shot;

d) An authorized distributor/dealer/contractor may not use a product shot as a link to its website or to a third party online auction or sales website;

e) An authorized distributor/dealer/contractor may not use a product shot in a comparative advertisement; and

f) An authorized distributor's/dealer's/contractor's use may not be obscene or pornographic, and may not be disparaging, defamatory or libelous to RGF or any of its Guardian Air products or any other person or entity.

The guidelines set forth in this policy statement, including the two exhibits, apply to RGF's authorized distributors/dealers any party acting through or on behalf of such distributors/dealers, including contractors. RGF reserves the right to object to any Internet activities involving its products and intellectual property, even if such activities are not expressly prohibited by these guidelines, and reserves the right to take all action necessary to ensure strict compliance with its guidelines. Further, these guidelines may be amended, restated, or supplemented at any time and in RGF's sole discretion.

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