

(Exhibit 1)

MEMBERSHIP PROGRAM TERMS AND CONDITIONS

- **The Membership Program is not a health insurance policy.** It does not cover any major catastrophic medical care, nor care given by emergency rooms, hospitals, or any practices not affiliated with Sterling Medical, LLC, dba Sterling Urgent Care (hereinafter referred to as Sterling Urgent Care).
- By enrolling, you are purchasing a membership offered by Sterling Urgent Care. **This membership entitles you to receive Urgent Care and Primary Care services provided by any, or all Sterling Urgent Care locations during regularly scheduled clinic hours** (for specific hours of operation, please visit our website at (www.sterlingurgentcare.com)).
- Membership fees are as follows:
 - **Individual/Family**
 - ONE PERSON = \$50 PER MONTH / FAMILY OF FOUR = \$100 PER MONTH
 - ADDITIONAL CHILD LIVING WITH GUARDIAN = \$10 PER MONTH PER PERSON
 - ADDITIONAL FEES AS NEEDED = \$15/PER IN-HOUSE LAB, \$15/PER X-RAY SERIES, \$25/PER DME, Vaccines
 - **Corporate/Employer Sponsored**
 - NOT LESS THAN 3 EMPLOYEES ACTIVELY ENROLLED
 - ONE PERSON = \$50 PER MONTH / FAMILY OF FOUR = \$100 PER MONTH
 - ADDITIONAL CHILD LIVING WITH GUARDIAN = \$10 PER MONTH PER PERSON
 - ADDITIONAL FEES AS NEEDED = \$15/PER IN-HOUSE LAB, \$15/PER X-RAY SERIES, \$25/PER DME AND \$10/PER RX
- Additional fees may apply if other services rendered are outsourced. Any services not included may be available at a discounted rate to members.
- Enrollment/Processing fee is first and last month's fee at the time of initial application. Returned check fee is \$25. Late fee is \$15 per month. Payment retry fee is \$7.50. **Individual/Family plans:** Cancellation fee is equivalent to balance owed for 12 month period which includes membership fee, months outstanding at contracted rate, and any fees for other services rendered(in house lab work, selected immunizations, x-rays, prescriptions, etc.). To add additional members after the initial application, renews the 12 month contract process. Contract continues monthly, after 12 month contract expires, until written notice is submitted at least one month in advance to cancellation date.
- Except as provided in the subsequent sentence of this paragraph, a person that purchases a health discount program may, with or without cause, within 30 days after the day on which the purchase contract is signed, may cancel the contract without payment, damages, penalty, or liability of any kind by giving written notice of cancellation to the other party. A person may not exercise the right of cancellation described in the previous paragraph if the person has used the services of the health discount program under the contract. If a person cancels a contract as indicated in sentence one of this paragraph, the other party to the contract shall refund all money and other consideration paid in relation to the health discount program, less a maximum of \$25 of any enrollment charge, regardless of whether the enrollment charge was designated as non-refundable.
- **Individual/Family plans:** Membership dues are paid monthly according to the date of enrollment in health discount program. First and last months dues are due at the time of enrollment and then proceed with a monthly auto draft. If auto draft is declined, the late fee of \$15 will be assessed if payment is not received by the 10th day of the month for which the dues are being collected. The late fee will continue to be assessed every month until the account is brought current.
- **Corporate/Employer Sponsored:** Must be paid by the member's employer on a monthly basis. Memberships could be subject to a cancellation fee based on the number of active memberships during the month of cancellation. This fee is equivalent to the balance owed for a 12 month period which includes overdue membership fees plus months outstanding at the contracted rate based on the number of active memberships during the month of cancellation. Membership dues are paid at the first of every month. Changes to a corporate member status must be made on in the membership database no later than 5:00 pm of the last day of each month for the preceding month.
- Investor Employers are not subject to a cancellation fee.
- Members may transition from Corporate Memberships to Individual/Family Memberships in the event of change in status with employer. A new enrollment form is required.
- Members who are not current on their monthly membership fee may not be allowed to check in and receive medical evaluation and treatment.
- Memberships will be automatically cancelled and referred to a collection agency after 60 days of non-payment. Member will be responsible for any past due balance, fees, co-pays, and any collection costs associated with the account.
- Any Individual/Family membership cancellations must occur 30 days in advance. Cancellations must be submitted in writing to the address provided below.
- A valid U.S. state or territory government-issued picture ID is required to enroll in the Membership Program.
- A valid picture ID is required at the time of service for verification of identity before receiving services.

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- Anyone under the age of 18 may enroll as a member, only if a parent or legal guardian is also enrolled & financially responsible for the minor. Minors must be accompanied by the parent or legal guardian to be evaluated and treated by our medical providers.
- Members who also have Medicare, Medicaid, or any health insurance plan with whom Sterling Urgent Care or any of its medical providers are contracted with to be a provider for, agree NOT to seek reimbursement of payment from their insurance plans when using their membership plan for the date of service. If a company is self funded and their TPA agrees, a contract will be drawn up between Sterling Urgent Care and the TPA to run the non-covered services through the employee's plan to apply to their deductible.
- Medical services at Sterling Urgent Care are provided within the scope of training and practice in the area of urgent care and family medicine. Sterling Urgent Care providers reserve the right to refer ANY patients to other facilities or specialists for further evaluation and treatment as deemed necessary, being in the best interest of the patient and the medical facility. All member patients agree to follow our provider's medical advice for urgent care and family medicine. Members may not dictate how our medical providers should diagnose or treat them. Members may not tell the provider what labs, tests, x-rays, or referrals to order, or not to order.
- This membership program does not include chronic pain management with opioids, alcohol or substance abuse and/or withdrawal treatment, or treatment for chronic conditions requiring other controlled substances, such as Adderall, Xanax, Suboxone, methadone, Lyrica, Ambien, Ritalin, and other related medications. The Membership Program does not include services for Workers Compensation injuries or injuries that occur while the patient is at work.
- Sterling Urgent Care reserves the right to refuse membership to any person for any legal reason.
- Any legal action against Sterling Urgent Care, its owners or employees, for a default of its obligation to the member, must be commenced within one (1) year from the date the default was, or should have been, discovered.
- Any disputes arising under or related to membership in the discount program shall be resolved according to the company's dispute resolution procedures.
- All information required to be provided to the company under this agreement should be made in writing to the following address:

**Membership Program
% Sterling Urgent Care
740 S Woodruff Ave
Idaho Falls, ID 83401**

- This agreement shall be governed by and construed under the laws of the state in which the membership agreement was purchased.
- If any provision of this agreement, or portion thereof, is determined by a court of competent jurisdiction, or declared under any law, rule or regulations as unenforceable, then such provision will, to the extent permitted by the court or government not to be voided, but will instead be constructed to give effect to its intent to the maximum extent permissible under applicable law and the remainder of the agreement will remain in full force and effect according to its terms.
- This agreement constitutes the entire agreement of the parties concerning its subject matter and supersedes any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements between parties concerning its subject matter of this agreement. No supplement, modification, or amendment to this agreement shall be binding unless evidenced in writing signed by the party against whom it is sought to be enforced. No waiver of any of the provisions of this agreement shall be deemed or shall be binding unless executed in writing by the party making the waiver.