



Cabler Polygraph, LLC

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THIS AGREEMENT (the "**Agreement**") is entered into on this _____ day of _____ by and between Cabler Polygraph LLC located at 3730 Kirby Drive, 12th Floor, Houston, Texas 77098 (the "**Recipient**") and _____ with and address at _____ ("**primary client**") and _____ with address at _____ ("**secondary client**").

The primary client is currently in sex addiction therapy. The secondary client is the spouse or partner of the primary client and often participates in the primary client's therapy and attempted recovery from sex addiction.

In relation to the aforementioned sex addiction therapy, the primary client discloses sensitive or damaging information regarding the client's sexual activity and history.

In relation to the client's treatment for his sex addiction therapy, the primary client agrees to take a polygraph test to verify the truthfulness of his disclosures. The polygraph test is administered by the Recipient identified above.

Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

All communications, disclosures and admissions made by the client shall be confidential. The Recipient shall not disclose any confidential information other than with the client and his therapist, or as agreed to by the parties for the purpose of advancing the client's therapy. The Recipient may disclose information to agents and employees, who are also bound this non-disclosure provision only for those purposes needed to effectively perform the intended polygraph services.

For purposes of this Agreement, "**Confidential Information**" means any and all communications, disclosures or admissions made by the client. It also includes any data, notes or any other information collected by, or created by, the Recipient and the Recipient's employees and agents that were generated or discovered in the course of conducting polygraph services for the clients.

To enable the parties to discuss all aspects of the client's therapy and recovery freely and to enable the Recipient to effectively assist the parties: (1) all communications in connection with polygraph services are confidential and, nothing said or disclosed to the Recipient, agents and employees shall be admissible or discoverable in any subsequent proceeding, unless independently discoverable from some source outside of the Recipient; and (2) at no time shall

the Recipient be called in any legal or administrative proceeding to produce notes, documents or data related to polygraph services or to testify concerning any admissions, notes, documents or data or as to the Recipient's opinions, conclusions or impressions.

If either the primary or secondary client breach this agreement by issuing a subpoena or subpoena duces tecum to the Recipient in any subsequent lawsuit, the Recipient may file with the appropriate court for an Order to quash the subpoena or subpoena duces tecum. The breaching party will be liable to the Recipient for any costs and damages the Recipient suffers associated with defending this Agreement and seeking to quash said subpoena or subpoena duces tecum, including attorneys fees, lost revenue, and any other damages caused by the clients' breach of the Agreement.

Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

Notwithstanding anything in the foregoing to the contrary, the Recipient may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method without liability for such disclosure.

This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof.

This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Texas applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof. The Federal and state courts located in Texas shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Stephen Cabler for Recipient

Primary Client

Secondary Client