

CONFIDENTIAL INFORMATION RETURN ACKNOWLEDGMENT

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This Confidential Information Return Acknowledgment (this "**Acknowledgment**") is made as of [DATE] (the "**Effective Date**") by and between:

[COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. corporation] with its principal place of business at [COMPANY ADDRESS] (the "**Company**"); and

[INDIVIDUAL NAME], an individual residing at [INDIVIDUAL ADDRESS] (the "**Departing Person**").

The Company and the Departing Person are each a "**Party**" and together the "**Parties**."

Recitals. The Departing Person was engaged by the Company as a [EMPLOYEE / CONTRACTOR / CONSULTANT] and, in that capacity, received or had access to confidential, proprietary, and Company-owned materials. The Departing Person's engagement is ending effective [SEPARATION DATE]. The Parties enter into this Acknowledgment to confirm the return or destruction of all Company materials and to reaffirm the Departing Person's continuing confidentiality obligations. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions

1.1 Company Materials. "**Company Materials**" means all property, information, and records of the Company, in any form (physical, electronic, or otherwise), that the Departing Person received, created, accessed, or possessed in connection with the engagement, including documents, files, drawings, source code, data, customer and prospect lists, pricing, financial records, devices, keys, access cards, and credentials.

1.2 Confidential Information. "**Confidential Information**" means non-public information of the Company or its clients that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure, including trade secrets, business plans, technical information, and personal data.

1.3 Company Systems. "**Company Systems**" means all networks, applications, cloud accounts, repositories, and electronic services owned, licensed, or administered by the Company.

2. Return of Company Materials

2.1 Obligation to return. On or before [RETURN DEADLINE], the Departing Person will return to the Company all Company Materials in the Departing Person's possession, custody, or control, in good condition except for ordinary wear.

2.2 Itemized inventory. The Departing Person represents that the items listed in the inventory below (or attached as Exhibit A) constitute a complete and accurate list of Company Materials returned. The Departing Person will promptly return any item later discovered.

2.3 Personal devices. Where the Departing Person used a personal device to access Company Systems or store Confidential Information, the Departing Person will permit the Company, or follow the Company's written instructions, to remove or securely delete all Company Materials from that device.

2.4 No retained copies. The Departing Person will not retain, copy, forward, upload, or transmit any Company Materials to any personal account, device, or third party, except as expressly authorized in writing by the Company.

3. Deletion and Destruction of Electronic Materials

3.1 Permanent deletion. For any Company Materials that cannot be physically returned, the Departing Person will permanently delete them from all personal devices, accounts, and storage media, including email, cloud storage, messaging apps, and removable media.

3.2 Reasonable diligence. The Departing Person will use reasonable diligence to locate and delete all such materials and will not intentionally conceal or withhold any Company Materials.

3.3 Certification of deletion. On the Company's request, the Departing Person will provide a written certification confirming that the deletion required by this Section has been completed.

4. Access Termination

4.1 Credentials. The Departing Person will not attempt to access any Company System after the Separation Date and acknowledges that all access rights are revoked as of that date.

4.2 Passwords and accounts. The Departing Person will disclose to the Company, on request, any Company account, license, or credential under the Departing Person's control and will assist in the orderly transfer of those accounts.

4.3 Third-party accounts. The Departing Person will not use any Company name, domain, or account to represent the Company after the Separation Date.

5. Continuing Confidentiality Obligations

5.1 Survival of obligations. This Acknowledgment does not release the Departing Person from any confidentiality, non-disclosure, invention-assignment, or similar obligation under any prior agreement, all of which remain in full force.

5.2 No use or disclosure. The Departing Person will not use or disclose any Confidential Information for any purpose after the Separation Date, except as required by law.

5.3 Compelled disclosure. If the Departing Person is legally compelled to disclose Confidential Information, the Departing Person will, where legally permitted, give the Company prompt written notice and reasonable cooperation to seek protective treatment.

6. Representations of the Departing Person

6.1 Completeness. The Departing Person represents that, to the best of the Departing Person's knowledge after reasonable inquiry, all Company Materials have been returned or destroyed as required by this Acknowledgment.

6.2 No transfer. The Departing Person represents that no Company Materials have been sold, transferred, or disclosed to any competitor or unauthorized third party.

6.3 **Cooperation.** The Departing Person will reasonably cooperate with the Company to confirm compliance with this Acknowledgment, including responding to reasonable inquiries.

7. Remedies

7.1 **Irreparable harm.** The Departing Person acknowledges that a breach of this Acknowledgment may cause the Company irreparable harm for which monetary damages are an inadequate remedy.

7.2 **Equitable relief.** The Company may seek injunctive or other equitable relief to enforce this Acknowledgment, in addition to any other remedy available at law, without the necessity of posting a bond except as required by applicable law.

7.3 **Costs.** In any action to enforce this Acknowledgment, the prevailing Party may be entitled to recover its reasonable attorneys' fees and costs to the extent permitted by applicable law.

8. General Provisions

8.1 **Governing law.** This Acknowledgment is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules.

8.2 **Venue.** The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

8.3 **No employment effect.** This Acknowledgment does not alter the characterization of the engagement, any separation pay, or any rights the Departing Person has under applicable wage-and-hour or other employment laws, which vary by jurisdiction.

8.4 **Entire agreement.** This Acknowledgment, together with any surviving prior agreements referenced in Section 5.1, is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties.

8.5 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.6 **Counterparts and electronic signature.** This Acknowledgment may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

Exhibit A — Inventory of Returned Company Materials

Item Description	Quantity	Returned (Y/N)	Notes
[e.g. Laptop, asset tag]	[]	[]	[]
[e.g. Access badge / keys]	[]	[]	[]
[e.g. Mobile phone]	[]	[]	[]
[e.g. Documents / files]	[]	[]	[]

[ADD ROWS AS
NEEDED]

[]

[]

[]

IN WITNESS WHEREOF, the Parties have executed this Acknowledgment as of the Effective Date.

COMPANY

DEPARTING PERSON

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: N/A

Date: _____

Date: _____

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