

# ILLINOIS NON-COMPETE AGREEMENT

This Non-Compete Agreement ("Agreement") is entered into on \_\_\_\_\_ [Date], by and between:

**EMPLOYER:** \_\_\_\_\_ [Full Legal Name], located at  
\_\_\_\_\_ [Address] (the "Company").

**EMPLOYEE:** \_\_\_\_\_ [Full Legal Name], residing at  
\_\_\_\_\_ [Address] (the "Employee").

## 1. CONSIDERATION

In consideration of Employee's employment (or continued employment), Company is providing: \_\_\_ initial employment \_\_\_ promotion \_\_\_ bonus of \$\_\_\_\_\_ \_\_\_ equity grant \_\_\_ raise \_\_\_ other: \_\_\_\_\_ . Employee acknowledges this consideration is sufficient under applicable state law.

## 2. RESTRICTED PERIOD

Beginning on the date of termination of Employee's employment (for any reason) and continuing for a period of \_\_\_ [6-24] months thereafter (the "Restricted Period"), Employee agrees to the restrictions below.

## 3. NON-COMPETE

During the Restricted Period, Employee shall not, within the Geographic Area (defined below), directly or indirectly engage in any business that competes with Company's  
\_\_\_\_\_ [specific industry/niche] business.

## 4. GEOGRAPHIC AREA

The "Geographic Area" is limited to: \_\_\_\_\_ [list specific counties, cities, or radius within Illinois]. The Area is no broader than necessary to protect Company's legitimate business interests.

## 5. CUSTOMER NON-SOLICITATION

During the Restricted Period, Employee shall not solicit, divert, or accept business from any customer that Employee had material contact with during the last twelve (12) months of employment.

## 6. EMPLOYEE NON-SOLICITATION

During the Restricted Period, Employee shall not solicit any then-active Company employee to leave Company.

## 7. CONFIDENTIALITY

Employee acknowledges access to Confidential Information (trade secrets, customer lists, pricing, processes, business plans) and agrees to maintain confidentiality during and after employment.

## 8. LEGITIMATE BUSINESS INTERESTS

The restrictions above protect Company's legitimate business interests, including: trade secrets and confidential information; substantial customer relationships developed at Company expense; specialized training provided to Employee; and Company's goodwill. Illinois Freedom to Work Act (2022) — Non-competes VOID for employees earning under \$75K/year.

## 9. REASONABLENESS

Employee acknowledges that the duration, geographic scope, and scope of activities restricted are reasonable and necessary to protect Company's legitimate business interests.

## 10. SEVERABILITY AND BLUE-PENCIL

If any provision is found unreasonable or unenforceable, the court is authorized to modify the provision to make it enforceable to the maximum extent permitted by law (blue-pencil reformation), rather than strike the provision entirely.

## 11. REMEDIES

Breach causes irreparable harm. Company may seek injunctive relief, damages, attorneys' fees, and any other remedies available at law or equity.

## 12. GOVERNING LAW

This Agreement shall be governed by Illinois law. Venue shall be in \_\_\_\_\_ County, Illinois.

### EMPLOYER:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_

### EMPLOYEE:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

*DISCLAIMER: This template is provided for informational purposes only and does not constitute legal advice. Illinois non-compete law is fact-specific. Consult a licensed Illinois employment attorney for high-stakes situations.*