

165005 - Is it permissible for an employee to make use of information from his previous company in his new job?

the question

For several years I worked for a company whose customers are all over the world, then I left that company and got a job in another, similar company in the same field, but this company is smaller, newer and less known internationally. My job in this new company is to attract customers to the company. My question is: is it permissible for me to work for another, competing company, and is there anything wrong, according to Islamic teachings, with introducing this company via email to all companies in the world, including the customers of the old company? Please note that excluding the customers of the company that I used to work for will mean excluding more than 80% of customers in the market who are interested in working with us.

Detailed answer

Firstly:

If the first company stipulated, when drawing up the contract with you, that you should not work for a competitor company or a similar company for a specific period of time, and you agreed to this condition, then in that case you have no right to work for another company during the time period agreed upon.

Shaykh al-Islam [Ibn Taymiyyah] said: Conditions that are not contrary to Islamic teachings are valid in all kinds of contracts.

(End quote from *Al-Fatawa al-Kubra*, 5/389).

But if they did not stipulate any such condition, then you have the right to work for any other company, even if it is a competitor of the first company.

Secondly:

What the employee acquires from his previous job can only be one of three things:

1. Experience and skills, and anything that has to do with developing his potentials.
2. Confidential information and secrets having to do with the previous company, such as details of its financial situation, account numbers, assets and its own, secret contacts and connections.
3. Individuals with whom the employee established contact through his work, connections, mailing lists, numbers and addresses of customers, and other such information.

Regarding the first matter, undoubtedly an employee will benefit from it in his next job, and there is no problem with that; in fact, in most cases he would not have been hired for his new job except because of this experience that he has gained.

Regarding the second matter, it is not allowed to disclose such things, because this is a violation of confidentiality which could result in harm to the previous company.

Secrets are trusts, and that is also a kind of covenant that must be upheld. We have previously discussed the ruling on disclosing secrets in the answer to question no. [27190](#).

Regarding the third matter, which has to do with information, this is subject to further discussion, and it is better to discuss it in some detail:

Firstly: whatever the previous company built and developed at its own expense, such as systems and lists of its own contacts, and programs that it invested in and hired people to collect this information, it is not permissible to copy that, take it or make use of it when going to work for another, similar competitor company, unless the first company gives permission for that.

Secondly: whatever the employee acquired through his work by his own efforts of connections, numbers, addresses, mailing lists and so on, including the names of customers and contractors, it is permissible for him to make use of that in his new job.

And Allah knows best.