



## **BAR ASSOCIATION OF SERBIA**

Decanska street 13, 11000 Belgrade Serbia

Phones: +381 11 32-39-072 Fax: +381 11 32-32-203

e-mail: [komora@sbb.rs](mailto:komora@sbb.rs) [a.k.srbije@gmail.com](mailto:a.k.srbije@gmail.com)

# **CODE OF PROFESSIONAL ETHIC OF ATTORNEYS-AT-LAW**

**BELGRADE  
11 FEBRUARY 2012.**

Pursuant to Article 65, Paragraph 1, Item 12, Article 65, Paragraph 2, and Article 68 of the Legal Profession Act (Official Gazette of the Republic of Serbia No. 31/2011), and Article 19, Paragraph 1, Item 1, Bullet 3, Article 279, and Article 303 of the Statute of the Bar Association of Serbia, and

- Recalling the Basic Principles on the Role of Lawyers, adopted by the Eight United Nations Congress on the Prevention of Crime and Treatment of Offenders, held at Havana from 27 August to 7 September 1990;
- Considering the Code of Conduct for Lawyers in the European Union, adopted at the CCBE Plenary Session held on 28 October 1988, and amended during the CCBE Plenary Sessions on 28 November 1998, 6 December 2002, and 19 May 2006; the Recommendation No. (2000)21 of the Committee of Ministers of the Council of Europe of 25 October 2000, on the freedom of exercise of the profession of lawyer; the international convention protecting the right to legal defence, deposited with the Bar Association of Paris on 26 June 1987 and acceded to in Novi Sad on 28 March 1995 by the Federation of Bar Associations of the Republics and Autonomous Provinces of Yugoslavia as the legal predecessor of the Bar Association of Serbia; and the Principles on Conduct for the Legal Profession, adopted on 28 May 2011 by the International Bar Association (IBA);
- Bearing in mind the international legal standards of related professions, such as, *inter alia*, the Basic Principles on the Independence of the Judiciary, adopted by the Seventh United Nations Congress on the Prevention of Crime and the Treatment of Offenders held at Milan from 26 August to 6 September 1985; the Code of Minimum Standards of Judicial Independence adopted by the International Bar Association in 1982 in New Delhi; the Universal Declaration on the Independence of Justice adopted in 1983 in Montreal; the Bangalore Principles of Judicial Conduct recognised at the General Assembly of the United Nations Commission on Human Rights in 2003; and, the Guidelines on the Role of Prosecutors adopted by the Eight United Nations Congress on the Prevention of Crime and the Treatment of Offenders, held at Havana from 27 August to 7 September 1990;
- Continuing the tradition of legal profession in the present Serbia, where the first law offices in the territory of the present Autonomous Province of Vojvodina were founded in the mid-17<sup>th</sup> century and where the first bar association began its work on 1 January 1875, while the legal representation practice in the then Serbia was established in the first half of the 19<sup>th</sup> century, the first Law on Legal Counsel was adopted on 28 February 1862, and the first association of legal counsel established in August 1886;
- Noting that the rules of legal profession need to incorporate the principles proclaimed in the United Nations Charter, the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, the European Convention for the Protection of Human Rights and Fundamental Freedoms, as well as other international instruments, including the principles aimed at promoting and encouraging respect for human rights and fundamental freedoms, the principle of equality before the law, the right to legal aid and advice, the presumption of innocence, the guarantees necessary for defence, the right to a fair and impartial trial conducted without undue delay;
- Noting that the legal profession is free within the boundaries of public order, that the attorney-at-law as a particular constituent of the judicial system whose role of legal

representative and counsel in all legal matters is equally bound to protect the interest of the client and to uphold the rule of law, legality and fairness;

- Convinced that the specific moral responsibility of the attorney-at-law stems from the fact that he/she acts in a domain of regulations, practice and institutional system his/her client is not fully familiar with and that an independent, professional, conscientious and autonomous exercise of the legal profession comprises a fundamental guarantee in the exercise, protection and promotion of human rights and freedoms;
- Aware that the significance and dignity of the legal profession as a whole depend on the conduct of each attorney-at-law, and that bar associations are obliged to establish and maintain the standards of professional conduct and ethics of attorneys-at-law;

at its session held on 11 February 2012 in Belgrade, the Assembly of the Bar Association of Serbia adopted the following

## **CODE OF PROFESSIONAL ETHICS OF ATTORNEYS-AT-LAW**

### **A. GENERAL PART**

#### **I – BASIC PROVISIONS**

##### **1. Fundamentals of Professional Ethics**

1.1. In a society founded on the rule of law, an attorney-at-law has a high level of professional responsibility, which stems from his/her duty to dedicate knowledge and abilities equally to his/her clients and the interests of legality and justice.

1.2. The legal and ethical obligations of an attorney-at-law concern his/her approach to the practice of law, clients, courts and other bodies before which he/she acts, to other attorneys-at-law, parties having or representing interests different from that of his/her clients, to law trainees, to the legal profession as a whole and any individual member thereof, to the Bar Association, and to the public.

1.3. The legal and ethical obligations of an attorney-at-law are based on the Constitution, the law and other effective regulations, ratified international treaties, international legal instruments on the legal profession, the Statute of the Bar Association (hereinafter: the Statute) and the Code of Professional Ethics of Attorneys-at-Law (hereinafter: the Code).

##### **2. Significance, Objectives and Scope of the Code**

2.1. This Code comprises a set of rules on professional and ethical duties of an attorney-at-law.

2.2. The Code shall pertain to attorneys-at-law and law trainees registered in the directories kept by the bar associations in the territory of the Republic of Serbia, and to attorneys-at-law foreign nationals who practice law in the territory of the Republic of Serbia in accordance with the law.

2.3. Ignorance of the Code shall be no excuse.

2.4. When practicing law abroad, an attorney-at-law shall also observe the international rules of professional ethics and the rules of professional ethics of attorneys-at-law of the country in which he/she acts.

2.5. Any violation of the Code shall constitute grounds for disciplinary responsibility of the attorney-at-law concerned.

2.6. The Bar Association shall stipulate disciplinary responsibility and conduct disciplinary proceedings for a violation of the Code.

2.7. If there is no rule in the Code directly applicable to a specific case, the Code shall be applied in accordance with the meaning of its principles.

### 3. Meaning of Terms

3.1. Certain terms as used in this Code shall have the following meaning:

3.1.1. *The legal profession* shall be understood to mean the professional engagement in the practice of law;

3.1.2. *Representation* shall be understood to mean the entire professional activity of an attorney-at-law, including legal representation in civil and administrative proceedings, defence in criminal, misdemeanour, economic offence and disciplinary proceedings, mediation, legal advice, and all other forms of legal assistance in the exercise and protection of freedoms, rights and interests of citizens and legal persons;

3.1.3. *Attorney-at-law* shall be understood to mean any individual attorney-at-law and all attorneys-at-law who are or were the members of a joint legal practice;

3.1.4. *Joint legal practice* shall be understood to mean any form of association, partnership, or any other joint work of attorneys-at-law regulated by the law and the contract;

3.1.5. *Client* shall be understood to mean a person represented by an attorney-at-law;

3.1.6. *Party* shall be understood to mean a person who approached an attorney-at-law with the aim of obtaining legal assistance, until the time of acceptance of representation, and any other participant in the proceedings in which the attorney-at-law undertakes representation, except for the client and the opposing party;

3.1.7. *Opposing party* shall be understood to mean a person whose interest in a specific case is opposite to that of the client;

3.1.8. *Bar Association* shall be understood to mean the Bar Association of Serbia, and the competent bar association within the Bar Association of Serbia;

3.1.9. *Statute* shall be understood to mean the Statute of the Bar Association of Serbia, and the statute of the competent bar association within the Bar Association of Serbia;

3.1.10. *Colleague* shall be understood to mean another attorney-at-law;

3.1.11. *Remuneration* shall be understood to mean the awards and expenses payable in accordance with the Tariff of Awards and Expenses Payable for the Work of Attorneys-at-Law (hereinafter: the Tariff).

3.2. The terms referred to in Item 3.1. shall have a different meaning where explicitly stated so in this Code.

3.3. The terms importing masculine grammatical gender, as used in this Code to denote the profession, activity and status of attorneys-at-law, shall include both the feminine and masculine natural genders.

## II – PRINCIPLES

### **4. Independence**

4.1. An attorney-at-law shall undertake representation independently, in accordance with his/her beliefs, based on the effective law, jurisprudence and practice, the international legal standards, the Statute, and this Code.

4.2. An attorney-at-law should take appropriate legal measures in order to prevent and have punished anyone who resorts to duress, threat, force or any other illegal form of pressure with a view to influencing the representation undertaken by him/her, or anyone who subjects the attorney-at-law to any sanctions or a threat of sanctions with regard to the representation conducted in accordance with Rule 4.1. of this Code.

4.3. Any deviation from the principle of independence, which shall not abrogate its essence, is allowed only to the extent necessary for the work of a joint legal practice.

### **5. Autonomy**

5.1. Decisions on the acceptance, manner and termination of representation shall be made autonomously by the attorney-at-law.

5.2. Within the boundaries prescribed by the law, the Statute and this Code, an attorney-at-law shall decide autonomously:

5.2.1. on the organisation of the work of his/her office;

5.2.2. on the records of clients and cases;

5.2.3. on the employment of associates, law trainees and staff;

5.2.4. on the manner of work, training and salaries of persons in his/her employ;

5.2.5. on the disposal of assets earned through his/her work;

5.2.6. on entering joint legal practice, and assenting to other forms of professional co-operation;

5.2.7. on participating in public debates concerning the work of the judiciary, legal problems and other issues of general importance;

5.2.8. on starting an initiative to adopt, amend, or contest laws and other regulations;

5.2.9. on becoming a member of expert and professional associations in the country and abroad;

5.2.10. on engaging in activities that are not incompatible with the legal profession.

5.3. Any deviation from the principle of autonomy, which shall not abrogate its essence, is allowed only to the extent necessary for joint legal practice.

### **6. Professionalism**

6.1. An attorney-at-law shall undertake representation in a professional manner, employing the knowledge that has qualified him for the legal profession.

6.2. An attorney-at-law should keep abreast of the regulations, legal practice and professional literature, and to refresh, improve and expand his/her legal and general knowledge.

6.3. The purpose of legal education is to train one in legal skills, to develop his/her sense of ethical values and protection of human rights and freedoms, to encourage his/her work in the interest of the client, and to provide support to a lawful and efficient judiciary.

6.4. An attorney-at-law shall not engage in any business relationship with unlicensed legal practitioners.

## **7. Conscientiousness**

7.1. An attorney-at-law shall undertake representation conscientiously.

7.2. Conscientiousness of an attorney-at-law shall encompass careful, diligent, resolved and timely representation.

7.3. An attorney-at-law shall point without delay to any violation of rights of the client and any other violation of law to the detriment of the client.

7.4. An attorney-at-law shall place the interest of the client before his/her own interest and the interest of his/her colleagues, other participants in the proceedings and third parties.

7.5. Representation shall not be affected by political or religious convictions, or by national, racial, or ethnic background.

## **8. Integrity**

8.1. Honour, integrity and moral strength are the qualities of professional work of an attorney-at-law.

8.2. An attorney-at-law should fully, openly and sincerely inform the client about the legal evaluation of the case, assessment of chances for success, and about the discharge or failure to discharge his/her duties.

8.3. In the course of his/her professional engagement, an attorney-at-law may only employ legitimate and honest means.

8.4. An attorney-at-law shall not partake in any illicit appropriation of rights, nor shall he/she resort to any evidence he/she knows to be false or obtained in an illegal manner.

## **9. Confidentiality**

9.1. Reliance on confidentiality of information the client entrusted to the attorney-at-law is of crucial importance for the provision of legal assistance, for legal certainty, and for the administration of justice.

9.2. The privilege of confidentiality in the relationship between the attorney-at-law and the client is a human right, an important requirement for a skilful and conscientious representation, and an indispensable precondition for the independence and autonomy of the legal profession.

9.3. Exceptions from confidentiality shall be allowed only in accordance with the law, the Statute and this Code.

## **10. Worthiness**

10.1. In the course of representation, conduct, speaking in public, and in his/her private life insofar as it is exposed to the public judgement, an attorney-at-law should protect his/her own honour and the reputation of the legal profession.

10.2. By his/her *modus operandi* and way of living, an attorney-at-law should contribute to and promote the importance, social role and necessity of the legal profession.

### **11. Incompatibility**

11.1. An attorney-at-law may not engage in activities that are detrimental to the reputation and importance of the legal profession.

11.2. An attorney-at-law may not accept an occupation or position that would place him/her in a subordinated position, cause him/her to execute another's orders uncritically, or condition his/her work on such obligations or benefits that would jeopardise his/her independence and autonomy.

11.3. It is incompatible with the legal profession to engage simultaneously in any other profession or activity, except for those in the areas of science, literature, art, opinion journalism, legal education, mediation, humanitarian work, translation and sports.

11.4. A position of leadership of an attorney-at-law in a political party is not compatible with a management position within the Bar Association.

11.5. An attorney-at-law may occupy a leading position or be a member in a state body to which he/she is elected in accordance with the law from the ranks of attorneys-at-law or by attorneys-at-law, and in expert, working or advisory state bodies and entities that are non-governmental in character, as well as in managing and editorial boards, or publishing councils of organisations, provided that he/she is not employed therein permanently and that such work is not in conflict with the principles of legal profession.

### **12. Responsibility**

12.1. In the course of representation, an attorney-at-law shall be responsible for the advice he/she has given or failed to give, and for the measures he/she has taken or failed to take.

12.2. An attorney-at-law should be aware of his/her responsibility at any moment, and ensure that his/her actions are in conformity therewith, especially when he/she is deciding between conflicting values and interests.

12.3. The responsibility of the attorney-at-law shall not attach to the consequences of a risk of which he/she has warned the client, save for a case referred to in Rules 22.4. and 26.3. where the attorney-at-law is obliged to refuse or cancel the representation, and if the client, by way of his signature or in another unambiguous manner, explicitly confirms that he has been put on notice of such risks, that he is aware of them and accepts them.

### **13. Temperance**

13.1. An attorney-at-law should be recommended by his competence, ability, success, reputation and trust gained through its work and conduct.

13.2. An attorney-at-law shall not solicit his/her professional services, nor shall he/she obtain clients by way of advertising, disloyal competition, in a dishonest or any other prohibited manner.

## 14. The Subject of the Secret

14.1. A professional secret kept by an attorney-at-law shall comprise anything that the client or a person authorised by the client confided in the attorney-at-law, or anything the attorney-at-law became aware of in any other manner in a case in which he has undertaken the representation, or anything he/she obtained in the preparation of, during, and after the representation.

14.2. The obligation to keep the professional secret shall equally pertain to:

14.2.1. any information, documents (records, cases, official papers, and electronic, sound or video recordings) and depositions communicated, shown or given to the attorney-at-law in relation to the representation, regardless of whether the documents and depositions are within the premises of the attorney-at-law, or temporarily stored in another place as ordered by or under the supervision of the attorney-at-law.

14.2.2. any confidential information the attorney-at-law learned from the persons he/she has not accepted to represent (parties), or from the opposing party who addressed him/her with a view to the settlement of dispute or mediation before the proceedings have been instituted before the competent body.

## 15. Keeping the Secret

15.1. An attorney-at-law shall keep the secret by not disclosing or disseminating the confidential information, and by not making the confidential documents available to third parties.

15.2. An attorney-at-law shall keep the secret even without a special request of the client, based on his *bona fide* assessment of all the circumstances that may lead him/her to a conclusion as to what his/her client wants, or what should remain confidential in the interest of the client.

15.3. The facts that are commonly known, published or entered into public registers shall be kept secret by an attorney-at-law if the client has specifically requested so, or if the disclosure or dissemination of such facts may harm the reputation, honour, privacy or other interests of the client, the client's relatives or successors.

15.4. The duty to keep the professional secret shall not be limited in time.

15.5. In order to keep a secret, an attorney-at-law should:

15.5.1. personally oblige his/her associates, staff, law trainees and all other persons engaged by him/her in the course of representation, to keep the professional secret, and warn them of the consequences of violating that obligation;

15.5.2. act with reasonable care when relaying the confidential information via postal service, telephone, fax, electronic means, or in any other indirect manner, and minimise the possibility of having the secret revealed, either accidentally or by way of abusing the means of communication.

15.5.3. under the circumstances making him/her aware, or causing reasonable suspicion that his/her communication with the client is being listened to, or eavesdropped on, especially when in the custody of police, prison or detention, warn the client of the dangers and risks of communicating the confidential information under such circumstances;

15.5.4. personally, or through a reliable associate, supervise the production of transcripts, copies or recordings of confidential documents;

15.5.5. ensure that the documents are kept safe in an appropriate manner;

15.5.6. to warn any person authorised to access the confidential information of the confidential nature of such information.

15.6. If effected to the extent necessary to achieve the purpose of representation, the disclosure of information or documents entrusted to an attorney-at-law by the client or a person authorised by the client, shall not be considered a breach of professional secret.

15.7. When invoking the right to professional secret before a state body, an attorney-at-law shall independently assess whether and what information and documents comprise the subject of the secret, explaining only the grounds referred to in Rule 14 of this Code.

15.8. Any refusal by an attorney-at-law to disclose information that is not the subject of a professional secret shall be deemed a violation of the principle of integrity.

15.9. An attorney-at-law sending to his/her colleague confidential information from a foreign country should clearly indicate that the information is of confidential nature, and the recipient is obliged to return such information without familiarising himself/herself with its contents, if for any reason the recipient decides that he would not be able to maintain confidentiality thereof.

## **16. Disclosing the Secret**

16.1. An attorney-at-law shall have the right to disclose a professional secret:

16.1.1. if the client or a person referred to in Rule 14.2.2. of this Code clearly authorises the attorney-at-law to do so;

16.1.2. when it is necessary to prevent the commission of a pre-announced crime involving a considerable danger to society;

16.1.3. when it is necessary for the defence of the attorney-at-law himself/herself in a proceedings instituted against him pursuant to a report or private action by the client, or by the person who entrusted the attorney-at-law with the information or documents on behalf of the client, or by the persons referred to in Rule 14.2.2. of this Code;

16.1.4. when it is necessary for the protection of interests and rights of the attorney-at-law himself/herself or his close relatives and associates, if such interests and rights are objectively more significant than the contents of the secret.

16.2. Wherever permitted by the nature and specific circumstances of the case, and wherever appropriate in terms of moral considerations, the attorney-at-law shall without delay notify the person concerned of his/her decision to exercise the right to disclosure of professional secret.

16.3. An attorney-at-law is obliged to forewarn the client of his/her legal duty to record, in certain cases provided for by the law, specific information and relay it to the competent state body, before the client confided such information to the attorney-at-law.

16.4. When disclosing a professional secret, an attorney-at-law should, as much as possible, protect the integrity and interests of the client or persons referred to in Rule 14.2.2. of this Code, and avoid publicity, and in the case referred to in Rule 16.1.2. he/she should refrain from revealing any personal information and limit the disclosure to the circumstances sufficient to prevent or stop the criminal act.

## **IV – PROHIBITED WAYS OF ACQUIRING CLIENTS**

## **17. The Prohibition of Advertising**

17.1. An attorney-at-law shall not publicly promote or advertise his/her professional skills and abilities.

17.2. In particular, it shall be considered a breach of the prohibition of advertising if an attorney-at-law:

17.2.1. posts, disseminates, or publishes in the media, in electronic presentations or in other publications the information whereby he/she offers his/her services, or if he/she allows such offers to be included in advertisements and promotional materials of other legal and natural persons;

17.2.2. organises or uses the services of intermediaries, agents or third parties for advertising purposes, and especially if he/she arranges for such purposes the referral of clients with persons in detention or prison, or with persons employed with the police, courts, prosecution, administration and other authorities.

17.2.3. gives his business cards or blank powers of attorney to other persons to be further distributed to potential clients;

17.2.4. marks his/her office, printed materials and other objects (the plaque, seal, letterhead, business cards) in an ostentatious and excessive manner;

17.2.5. provides legal advice through the means of mass communication, at public gatherings, or outside his/her office before unidentified individuals;

17.2.6. seeks to be listed in directories, catalogues, guides and similar handbooks as an outstanding attorney-at-law or as part of a group of outstanding attorneys-at-law;

17.2.7. presents to the public his/her cases, abilities and successes in a sensationalistic or self-promoting manner.

17.3. The presentation of basic data about birth, education, scientific and expert development, published works, specialisation in certain areas of law, knowledge of foreign languages, social and professional functions of an attorney-at-law, and the data on education and knowledge of foreign languages of the associates in a law office, shall not be deemed advertising, provided that such data is presented in printed materials to be given to parties and clients, or in the means of electronic communication, in a temperate and truthful manner, without the aim of self-promotion.

## **18. The Prohibition of Disloyal Competition**

18.1. An attorney-at-law shall not acquire clients through disloyal competition.

18.2. In particular, it shall be considered that an attorney-at-law resorts to disloyal competition if he/she:

18.2.1. uses his/her acquaintances and connections with persons in the state bodies, public services, media and other organisations dealing with the widest public in order to arrange for a systematic referral of clients;

18.2.2. offers generally, or without meeting the conditions envisaged in this Code, free representation or representation for awards lower than those prescribed by the Tariff;

18.2.3. recommends himself/herself by referring to his previous work in the judiciary, legislative or executive bodies, or to his previous or existing professional, political and social engagement;

18.2.4. promises or insinuates the use of connections and his/her own or somebody else's unprofessional influence or influence to be exerted due to his/her previous employment or previous or existing professional, political or social engagement;

18.2.5. indicates publicly that he/she works on non-working days or outside the usual working hours;

18.2.6. engages as his/her associates judges, prosecutors or their deputies, officials and investigators of the police, or managers in the court services, prosecution and public administration.

### **19. The Prohibition of Acquiring Clients in a Dishonest or Any Other Illicit Manner**

19.1. An attorney-at-law shall not obtain clients in a dishonest or any other illicit manner.

19.2. In particular, it shall be considered that an attorney-at-law resorts to dishonest or another illicit manner of obtaining clients if he/she:

19.2.1. promises success, gives unrealistic estimates, or deceives the party or client with regard to the legal nature of the case;

19.2.2. disparages other attorneys-at-law;

19.2.3. encourages or fails to contest the party's or client's confidence in the efficiency of corruption, or suggests or insinuates personal involvement in corruption;

19.2.4. contacts his/her colleagues' clients and prompts them to transfer their representation to him/her, or takes over his/her colleagues' clients in a manner contrary to this Code;

19.2.5. co-operates with unlicensed legal practitioners;

19.2.6. causes incidents during hearings or other public appearances in his/her capacity as an attorney-at-law, in order to impose an impression of bravery and gain popularity;

19.2.7. regularly receives parties or clients outside his/her office, or, where exceptional circumstances justify a meeting outside the office, does it at inappropriate places.

## **V – PUBLIC APPEARANCES**

### **20. Public Appearances and Professional Work**

20.1. When, in the course of scientific, educational and publicist activities, and in his/her expert documents, at professional meetings of lawyers and in the means of mass communication, an attorney-at-law presents his/her personal interpretation of legal regulations and legal phenomena, or when he/she points to the regulations and phenomena that contribute to or harm the democratic order, rule of law, legal certainty and freedoms and rights of citizens, the attorney-at-law may use the professional title "attorney-at-law" with his/her name.

20.2. An attorney-at-law shall not use his/her scientific, educational and publicist activities, or his appearances at professional and other public meetings to campaign for and encourage illicit pressures in favour of his/her client in a case that has not been resolved by a final decision, or in which it is possible to exercise the right of recourse to extraordinary legal remedies.

20.3. In a scientific, educational, publicist and other public activity, an attorney-at-law shall have the right to expertly and objectively analyse any finally decided procedural issues in a case in which his/her representation is in progress, and to point to any violations of human rights and fundamental freedoms.

20.4. An attorney-at-law should refrain from publicly stating his/her position on social and legal phenomena that may harm the interests of his/her client.

20.5. In public appearances, an attorney-at-law should observe the prohibition of advertising and have regard to the significance and reputation of the legal profession.

20.6. An attorney-at-law should advise a journalist who wants to inform the public about his/her case of the prohibition of advertising.

20.7. While performing a function requiring a temporary leave of absence from the practice of law, an attorney-at-law may not use the professional title “attorney-at-law” with his name.

## **B. SPECIAL PART**

### **I – REPRESENTATION**

#### **21. Acceptance of Representation**

21.1. An attorney-at-law may accept representation only when a party, or a person authorised by the party, requires him/her to do so, or when the representation is assigned to him/her by a decision of the competent authority.

21.2. An attorney-at-law shall freely decide whether to accept representation, except in the case of prohibitions and orders prescribed by the law, the Statute and this Code.

21.3. In making a decision on representation, an attorney-at-law should have regard to the necessity of independent and autonomous provision of legal assistance, as entrusted to the legal profession, available to anyone entitled to it, so as not to refuse the provision of such legal assistance without a valid reason.

21.4. No consideration of gender, race, national background, language, religion, political or other convictions, origin, social status, economic power or political party affiliation may influence the decision on representation.

#### **22. Refusal of Representation**

22.1. In particular, the following shall be deemed a valid reason for refusal of representation by an attorney-at-law:

22.1.1. if he/she is overburdened with already accepted engagements;

22.1.2. if a party is unable or unwilling to pay the remuneration for his/her work;

22.1.3. if a party conditions the payment of remuneration on success in the dispute, or if the party requests a promise of success;

22.1.4. if he/she concludes that malice is the principal motive of a party, or that the party has other inhumane or immoral motives;

22.1.5. if the requests of a party obviously collide with the party's own interests;

22.1.6. if a party shows mistrust or impoliteness towards him/her;

22.1.7. if he/she assesses that the chances for success are slight or very unlikely.

22.2. In criminal cases, the following reasons for refusing to provide defence shall not be considered valid: personal traits of the accused, the nature of criminal offence and penalty envisaged, the manner of defence of the accused, public indignation caused by the criminal offence, and behaviour of the injured parties.

22.3. An attorney-at-law should refuse representation:

22.3.1. if he/she has been recommended by the opposing party or the person representing the opposing party;

22.3.2. if he/she is in such a familial, personal or business relationship with the opposing party or the person representing the opposing party that may objectively cast a doubt on his/her impartiality and conscientiousness, except in the case where the party explicitly requests

representation despite being familiar with these facts, and the attorney-at-law is convinced that the relationship will not negatively affect his/her work;

22.3.3. if he/she acted in the capacity as a judge, prosecutor or other official in the authorities in the proceedings in which a preliminary matter was decided regarding the subject of representation;

22.3.4. if the party also authorised a person who is not an attorney-at-law to represent the party, save for the persons who are prominent legal experts in a specific area of law in non-standard cases.

22.4. An attorney-at-law should refuse to represent several clients in the same case, if there is a possibility of conflict of interest among them.

22.5. An attorney-at-law is obliged to refuse representation:

22.5.1. if the party's request is obviously in contravention of the effective regulations;

22.5.2. if he/she does not have sufficient knowledge and experience in the area of law concerning the subject of representation;

22.5.3. if obtaining a new client would jeopardise the discharge of his/her previously undertaken obligations;

22.5.4. if he/she is convinced that the party has no chance of success;

22.5.5. if he/she concurrently represents the opposing party in another case;

22.5.6. if he/she mediated, or represented the opposing party in the same legal matter, or if he/she obtained information constituting a professional secret from the opposing party;

22.5.7. if the representation concerns a dispute related to a contract, agreement, out-of-court settlement, testament or another document drafted by him/her, or if it concerns a dispute against a person holding a property right, whose legal guardian he/she is or was;

22.5.8. if the representation concerns a co-litigant or co-accused whose interests are contrary to the interests of a client whom he/she already represents in the same case;

22.5.9. if the representation would involve the use of dishonest or other illicit means (Items 8.3, 8.4.), or if it would entail an active role in justification and proving as truthful a defence in criminal cases which the attorney-at-law knows to be untruthful;

22.5.10. if he/she reasonably suspects that a transaction in which his/her representation is sought would lead to money laundering;

22.5.11. if he/she would be required to engage in the representation against a former client, unless the manner in which the previous representation ended and in which the former client treated the attorney-at-law at that time and afterwards clearly shows that the relationship of trust between them has ceased to exist;

22.5.12. if a request or an interest of the party is in conflict with the interests of the legal person in which the attorney-at-law has a position or whom he/she represents;

22.5.13. if the representation is sought by a party who has or had another attorney-at-law in the same case, and the party fails to present him/her with a written confirmation by that attorney-at-law showing that the party does not owe any remuneration to that attorney-at-law;

22.5.14. if the representation is sought by a party who already has retained an attorney-at-law in the same case, and the party has not reached an agreement with that attorney-at-law on the legal basis and organisation of the representation.

### **23. Power of Attorney**

23.1. An attorney-at-law should try and ensure that the party personally presents the problem before him/her, states that the party entrusts him/her with the case, and signs the power of attorney.

23.2. For valid reasons, the statement and signing of the power-of-attorney may be obtained through the regular means of communication, or through a person trusted by both the party and the attorney-at-law, provided that the authenticity of the statement and signature is confirmed by the attorney-at-law without delay, as soon as the circumstances permit him/her to do so.

23.3. Before a party signs it, the power of attorney should contain the information about the attorney-at-law, the colleague and the law trainee authorised to substitute for him/her, the parties, the type of proceedings, the subject of representation and the date of signature, while in the case of representation that does not amount to or exceeds the legally prescribed scope of authority, the power of attorney should also contain the information about the scope of authority.

23.4. No information or changes shall be subsequently entered into the power of attorney, except the case number and the name of another attorney-at-law subsequently authorised to substitute for the attorney-at-law, and the corrections of obvious writing errors.

23.5. Exceptionally, in case a party is to be absent for a longer period, or if there exist other valid reasons, an attorney-at-law may give an unfilled power of attorney to be signed, or receive a signed and unfilled power of attorney, provided that the manner of use and purpose of such power of attorney has been previously specified in a written order by the party, or in a separate agreement between the attorney-at-law and the party, and provided that the signed power of attorney is immediately filled out in accordance with that written order or separate agreement.

23.6. A power of attorney may not contain unspecified authorisation, authorisation that does not pertain to the subject of representation, or agreements on remuneration.

### **24. Relationship with Client**

24.1. An attorney-at-law should hear the client's problem with due attention and appreciation of the client's uncertainties, fears and reservations, and guide the client towards stating the facts which are relevant for the provision of legal assistance.

24.2. At the time of acceptance of representation, an attorney-at-law shall advise the client:

24.2.1. that a precondition for successful representation is the client's frankness, and that the client needs to present the attorney-at-law with all the facts and evidence, and reveal true motives and objectives;

24.2.2. that the confidentiality of presented information is protected by his/her duty of keeping a professional secret, stating the conditions under which the secret may be disclosed;

24.2.3. of his/her assessment of the facts and legal nature of the case;

24.2.4. of the type and basic characteristics of the procedure that will be applied;

24.2.5. of the manner of calculation and payment of the remuneration, and an approximate or, where possible, the exact amount of remuneration;

24.2.6. of his/her duty to present, at the request of the competent public authority, the records of moneys, securities and other valuables entrusted to him/her by the client, in the cases envisaged by the law.

24.3. An attorney-at-law is obliged to:

24.3.1. treat all clients politely and responsibly;

24.3.2. approach all cases with equal conscientiousness and expertise;

24.3.3. advise the client of a possibility and suitability of resolving the case in an amicable manner;

24.3.4. represent the client without undue delay;

24.3.5. timely inform the client about all significant developments in the case, and about all the details of the case where the client requests so;

24.3.6. inform the client about any changes in his/her position on the legal and factual issues of the case;

24.3.7. hand over to the client, at the client's request, all the documentation received from the client, and the decisions, records and copies of motions he/she received or prepared in the client's case, regardless of whether the representation is ongoing or terminated, or whether the client has paid the remuneration;

24.3.8. enable the client to read the Tariff, and point to the reasons the remuneration assessed by the competent body to be paid by the opposing party may be lower than the remuneration he/she has received or requested from the client;

24.3.9. ensure that the client is not exposed to unnecessary expenses and prolonged proceedings caused by preparing superfluous motions, tendering unnecessary or inconclusive evidence, creating undue delays and increasing the number of hearings, or in any other manner;

24.3.10. receive clients during working hours as marked at his/her law office.

24.4. Where the interests of the client dictate so, and where the peremptory deadlines and rules of procedure permit so, an attorney-at-law shall, prior to the commencement of the proceedings before the court or another competent body, advise the client of the benefits of resolving the disputed matter in an amicable manner, and if agreed by the client, try and resolve the disputed matter in an amicable manner.

24.5. When preparing documents concerning bilateral or multilateral legal transactions, an attorney-at-law shall have regard to the rights of all parties thereto, and protect their interests in good faith, regardless of which party addressed the attorney-at-law first and which party is obliged to pay the remuneration.

24.6. An attorney-at-law shall not identify with the client and the client's interest.

## **25. Dealing with Valuables**

25.1. An attorney-at-law shall have the following obligations regarding monies, securities, and/or other valuables entrusted to him/her by a client and accepted by him/her:

25.1.1. to keep them with particular care and in the manner specified by the client, if such manner of keeping is in accordance with the effective regulations and this Code;

25.1.2. at his/her choice, and primarily taking account of the safety of such keeping, to either deposit them in a safe at a bank or another financial organisation whose activity is subject to the supervision of public authorities, noting that the valuables are being kept for the account of the client, or to store them in another safe place;

25.1.3. not to mix them with his/her personal property, or dispose of them in his/her own name and for his/her own account;

25.1.4. to timely hand over or transfer them to the authorised recipient, in accordance with the client's orders;

25.1.5. to keep detailed and complete records of the disposal of valuables, which the client shall be entitled to inspect;

25.1.6. to allow a competent public authority to perform financial control of the above records, if such control is prescribed by the law, provided that the information is kept secret;

25.1.7. to return them to the client without delay, at the client's request, or when a condition has been met or not met as stipulated, or if he/she reasonably suspects that they involve money laundering, when he/she is due to administer the will, or when the inheritance decision concerning the client becomes final.

25.2. An attorney-at-law shall also act in the manner described in Rule 25.1. of this Code if he/she has received the monies, securities or other valuables from a third party to be kept for the account of the client and pursuant to the client's authorisation.

25.3. An attorney-at-law is obliged to refuse the moneys, securities or other valuables if he/she is not certain of the identity of the client, or the identity of and authorisation given to the client's intermediary, if the assets are not connected to a specific case or name, or if he/she reasonably suspects that the assets involve money laundering or originate from the commission of another criminal offence.

25.4. An attorney-at-law should not pay the client's bail from his/her own funds, or deposit assets as security, or pay a fine, compensation, lump sum and costs of the proceedings, unless extraordinary and temporary circumstances justify such an action, or in case of minor amounts, if the reputation and solvency of the client provide grounds to believe that such payment is considered a short-term loan, which shall always be interest-free.

## **26. Cancellation of Representation**

26.1. An attorney-at-law may cancel representation if there exist valid reasons to do so, or if he/she believes that such reasons exist.

26.2. All the reasons for which an attorney-at-law may refuse to accept representation shall be deemed valid reasons for cancelling the representation, save for the case of overburdening caused by the attorney-at-law himself/herself by way of subsequently accepting additional cases.

26.3. An attorney-at-law shall cancel representation for the same reasons for which he/she was obliged not to accept the representation, and if he has been or had to be familiar with these reasons at the time of accepting the representation, he/she shall be responsible for any harm

caused to the client, another person or the interest of justice as a consequence of his/her representation or during the representation.

26.4. In the case of conflict of interest between the clients concurrently represented by him/her in the same case, the attorney-at-law shall cancel the representation of all the clients, unless otherwise regulated by the law.

26.5. An attorney-at-law should ensure that his/her representation is not cancelled in a manner and at a moment that would cause harm to the client.

26.6. Upon cancelling the representation, an attorney-at-law is obliged to undertake for the benefit of the client the measures necessary to prevent or eliminate consequences detrimental to the client in the case, except where the client has already retained another representative, until the time the client has clearly relieved him/her of this obligation, until the time the client has retained another representative, or until the expiry of the deadline prescribed by the law for taking procedural actions upon cancellation of the representation.

26.7. Following the cancellation of representation, an attorney-at-law should refrain from making any statements that would aggravate the client's position in the proceedings, or cause inconvenience among the public or in the private life of client.

## II – LAW OFFICE

### **27. The Arrangement and Marking of a Law Office**

27.1. The layout of rooms, furnishing and arrangement of a law office should correspond to the principles, manner of exercising, significance and reputation of the legal profession and to the conditions necessary for keeping professional secrets.

27.2. The plaque on the building, the inscription at the entrance, the seal, the business card, the letterhead and the heading used on other written material of an attorney-at-law may not deviate in its shape, size, colour, finish and overall appearance from good customs and a temperate way of marking and presentation, or create an impression of ostentation, excess or advertisement.

27.3. An attorney-at-law shall be considered to be in breach of the prohibition of engaging in incompatible activities if based on the location, name and other visible markings of his/her office and the location, name and other visible markings of the business premises of a person engaged in an activity incompatible with the legal profession one could be reasonably led to conclude that that the two premises comprise a joint activity, or that the activity of the other person is conducted, controlled or organised by the attorney-at-law.

27.4. A law office may not be marked:

27.4.1. by any title other than “attorney-at-law” and the name and surname of the attorney-at-law;

27.4.2. by an orientation sign outside or inside the building, if such a sign represents a copy of the plaque of the law office, or if it may create confusion in case there is more than one attorney-at-law in the building;

27.4.3. by a plaque protruding from the surface of the façade of the building, if there is a suitable place to position the plaque flat on the façade plane;

27.4.4. by a plaque of a retired or deceased attorney-at-law left next to the plaque of an attorney-at-law who has taken over the law office, or next to the plaque of another attorney-at-law working in the same office, or at the location at which there was the law office of the retired or deceased attorney-at-law, for a period exceeding a year from the date of retirement or death;

27.4.5. by a professional or academic title of the attorney-at-law or by an indication of specialisation, if not recognised by the law or general enactments of the Bar Association.

27.5. Joint legal practice, depending on the form of organisation, shall bear the title “Joint Law Office” along with the names and surnames of all the attorneys-at-law being the members thereof, or the title “Law Partnership” along with the name of the partnership, which must be in accordance with Rules 13, 17, 18, 19 and 27 of this Code.

27.6. The seal of an attorney-at-law may not be of a round shape, nor may its content be different from that prescribed by the law.

27.7. The emblem of a law office, if an attorney-at-law has one, may not contain the state insignia or the insignia of the Bar Association or other bodies and organisations.

## **28. The Announcement of Changes**

28.1. Any opening, moving and taking over of a law office, as well as any association or termination of the association of attorneys-at-law engaged in a joint legal practice may be announced in the means of mass communication no more than two times in the period of six months following the change, in a manner not violating the prohibition of advertising.

28.2. The changes referred to in Rule 28.1. may be communicated by the attorney-at-law concerned in a circular letter to his/her clients, other attorneys-at-law, court experts, judicial and administrative bodies and professional associations of lawyers.

28.3. An attorney-at-law who has moved his/her law office or terminated a joint legal practice may, for a period of six months after the change, leave the plaque at the location where the law office was, along with an indication of the new address.

## **29. The Use of the Seal**

29.1. An attorney-at-law shall use his/her seal only for his/her own legal practice.

29.1. An attorney-at-law shall:

29.1.2. affix with his/her seal the motions, documents and correspondence prepared by him in the capacity as an attorney-at-law, and his/her seal may not be substituted by any other marking (watermark, printed logo, emblem, label);

29.2.2. put his/her signature, initials or signature stamp next to the impression of the seal, or ensure that the initials or signature of his/her law trainee have been put on a document upon authorisation by the attorney-at-law and after the attorney-at-law has familiarised himself/herself with the contents thereof, in case the attorney-at-law is absent for valid reasons and the duties in question cannot be postponed;

29.2.3. keep his/her seal out of the reach of persons unauthorised to use it;

29.2.4. warn the staff, associates and law trainees at his/her law office that the use of his/her seal is not allowed without his/her authorisation and before he/she reviewed the contents of documents to be affixed with the seal.

29.3. An attorney-at-law, or a former attorney-at-law, must not:

29.3.1. use or allow other persons to use the seal once he/she has been deleted from the directory of attorneys-at-law, or during a period of dormancy of his/her rights and duties as an attorney-at-law;

29.3.2. use or allow other persons to use the seal of an attorney-at-law who has been deleted from the directory of attorneys-at-law, or the seal of an attorney-at-law whose professional rights and duties are dormant.

### **30. Remuneration**

30.1. An attorney-at-law shall calculate the monetary value of remuneration in accordance with the Tariff, and collect it in the manner prescribed by the law as cash or non-cash payment.

30.2. An attorney-at-law is not allowed to:

30.2.1. enter into an agreement with the client so as to take over, in full or in part, the disputed right with respect to which he/she has been engaged as a representative (*pactum de quota litis*);

30.2.2. enter into a contract on remuneration by taking advantage of the client's difficult situation, or by abusing the principle of integrity and misrepresenting the client's position as difficult or more difficult than it objectively is;

30.2.3. agree with the client to receive, or ask or receive from the client any award when appointed as defence counsel *ex officio*, except where he/she has provided the court or other competent body with the power of attorney and requested to be relieved of his/her duty as an *ex officio* defence counsel;

30.2.4. request any award from the client, or condition further representation on payment of the award, if appointed a representative of indigent defendants pursuant to a decision by the Bar Association;

30.2.5. request or receive from the client any remuneration for illicit purposes;

30.2.6. receive from the client any funds or property which he/she can reasonably suspect was obtained by way of money laundering or originated from the commission of another criminal offence;

30.2.7. receive or agree to receive remuneration from third parties without the knowledge and approval of his/her client;

30.2.8. collect remuneration from the assets entrusted to him/her by the client in accordance with Rule 25.1. of this Code, except where he/she is authorised to do so pursuant to the effective regulations, relevant court decision, or if expressly or implicitly authorised by the client.

30.3. An attorney-at-law shall have the right:

30.3.1. to adjust the collection of remuneration to the financial circumstances of an underprivileged client, for humanitarian reasons or considerations, either by way of accepting partial payment or payment after the end of the proceedings, or by way of waiving the right to collect remuneration from an extremely indigent client and accepting the payment of remuneration from the opposing party or from the budget of the competent body following the final decision in the proceedings, provided that the relevant conditions stipulated by the law have been met;

30.3.2. to agree freely on the award with the client, if allowed to do so by the Tariff, or if the nature and complexity of the representation is not envisaged or clearly specified in the Tariff;

30.3.3. to link the agreed remuneration to a successful outcome of the representation, if it is suitable with regard to the nature of the case, if it would not jeopardise his/her independence, and if it is not in contravention of the prohibition referred to in Rule 20.2.1. of this Code;

30.3.4. to forgo the award for the representation of another attorney-at-law, or the children, parents, adoptive children, adoptive parents of a deceased attorney-at-law, or for the representation of the person with whom the deceased attorney-at-law was joined by marriage, civil union, or similar domestic partnership.

30.3.5. to accept payment of a non-agreed award offered by the client or another person with the knowledge and approval of the client while the proceedings is in progress, and even without the knowledge of the client once the representation is over, if the attorney-at-law did not incite such payment, if the other person is not an opposing party or a person who has supported the opposing party, if the award is proportional to the scope, type and results of the work and the financial means of the person giving the award, and if no subrogation has been agreed with the other person without the knowledge of the client;

30.3.6. exceptionally, to accept as payment of due remuneration, instead of moneys or securities, the valuables of another kind, provided that the client himself/herself has offered such a manner of settling debts, that the valuables submitted are not undervalued, and that such substitution of payment does not meet the elements of abusing a difficult situation of the client and harm the reputation of the legal profession;

30.3.7. to accept an advance payment of remuneration for his/her work or the work of another for whom he/she guarantees personally, provided that the advance payment is proportionate to the scope, nature and complexity of the envisaged work;

30.3.8. exceptionally, to agree, instead of receiving an advance payment in moneys or securities, to receive a guaranty of another kind permitted by the law, provided that by accepting such guaranty he/she would not restrict the business activity of the client;

30.3.9. to agree on periodical payment of lump sum awards for the provision of continual legal advice, the amount of which is proportionate to the scope, nature and complexity of his/her duties.

30.4. A decision to act in accordance with Rules 30.3.1. and 30.3.4. of this Code may be made by an attorney-at-law only after he/she has conducted the necessary negotiations, and in the manner that would not create an impression of disloyal competence or advertising.

30.5. The collection of remuneration shall be effected, as a rule, at the law office; it may be effected outside the law office for valid reasons only, at a place and in the manner that would not harm the reputation of the legal profession.

30.6. Before instituting a court action with the view to collecting remuneration, an attorney-at-law should send the client a written warning, giving the client a suitable deadline to meet the obligation.

30.7. An attorney-at-law may not assign or cede uncollected remuneration, nor may he entrust the collection thereof to a debt collection agent or agency.

### III – MUTUAL RELATIONS BETWEEN ATTORNEYS-AT-LAW

#### 31. Collegiality

31.1. In order to maintain good collegial relations and manifest mutual respect and the protection of reputation of the legal profession, an attorney-at-law should:

31.1.1. treat his/her colleague politely, refraining from disparagement, calumny, insult or any other attack on the colleague's personality;

31.1.2. not identify his/her colleague with the colleague's client;

31.1.3. refrain from interrupting or otherwise distracting his/her colleague during hearings, except where it is done within the limits of the rules of procedure;

31.1.4. respond without delay when contacted officially by his/her colleague;

31.1.5. not refuse to receive written documents submitted by his/her colleague;

31.1.6. observe the schedule of meetings arranged with his/her colleagues;

31.1.7. inform his/her colleague acting in the same proceedings about the motion to postpone a hearing, whenever the circumstances permit so;

31.1.8. not use his/her procedural resources to the detriment of the opposing party, save for the cases where a failure to act would result in the loss of a right or harm a substantial interest of the client, if a colleague notified him/her of the representation of the opposing party, or if he/she knows of the existence of valid reasons preventing the colleague to attend the hearing;

31.1.9. not enter into any talks or negotiations with the opposing party on behalf of his/her client without the knowledge and approval of the colleague representing the opposing party in the same case, except if he/she cannot otherwise avoid default; he/she should notify the attorney-at-law of the opposing party without delay of any such official contact established with the opposing party;

31.1.10. not enter into any discussions about the case with the judge, prosecutor, or the person in charge of administrative procedure or preliminary proceedings in criminal procedure, without notifying the colleague representing the opposing party or defending a co-accused in the same case;

31.1.11. notify the colleague whose client approached him/her with the view of transferring the representation to him/her;

31.1.12. introduce himself/herself to a senior colleague to whom he/she has not been introduced;

31.1.13. not take over law trainees, staff or associates from a colleague without reaching an agreement with the colleague;

31.1.14. not justify unfavourable procedural decisions or unsuccessful outcomes of the proceedings in which he/she has been engaged as a representative by imputing the use of illicit means to a colleague representing the opposing party, or by encouraging such an opinion of his/her client, unless he/she or the client possesses the evidence that could serve as a basis for filing a criminal or disciplinary report;

31.1.15. not request more than a half of the amount of award prescribed by the Tariff when substituting for his/her colleague.

31.2. When approached for advice by a party represented by a colleague, an attorney-at-law shall limit his/her assessment to the factual and legal aspects of the case, and refrain from evaluating the work of his/her colleague.

31.3. Where collegial considerations are opposite to the legitimate interests of a client, the interests of the client shall prevail.

31.4. An attorney-at-law may not ask or receive from his colleague or another person any remuneration for recommending a colleague to a party or referring a party to a colleague, nor may he/she offer or pay any remuneration for being recommended in such a manner or for such referral of a party to him/her.

### **32. Professional Co-operation**

32.1. With a view to establishing and maintaining good professional co-operation, an attorney-at-law should:

32.1.1. share and exchange expert knowledge and opinions with colleagues;

32.1.2. provide a colleague with professional assistance when asked to do so, except where such assistance would considerably exceed the usual scope of exchange of knowledge and opinions, or where it would be detrimental to the interests of the client;

32.1.3. accept to substitute for a colleague when asked to do so, or if prevented to do so for valid reasons and having insufficient time to notify the colleague so as to find another substitution, take measures that would eliminate the consequences of failure to take the procedural action for which the substitution has been requested;

32.1.4. notify without delay the colleague who requested the substitution of the results of actions taken while substituting for the colleague;

32.1.5. guaranty personally for the remuneration related to the substitution or other assistance requested by him/her.

32.2. When providing assistance to a foreign colleague, an attorney-at-law shall:

32.2.1. be responsible for the advice and interpretation provided;

32.2.2. not accept cases that he/she is not capable of handling skilfully and without delay, and respond to the foreign colleague who addressed him in a language the colleague understands or the language in which the colleague addressed him/her;

32.2.3. be obliged to recommend another local attorney-at-law, whom he/she knows to be capable of meeting the requirements referred to in Rule 32.2.2, if he/she is unable to meet them himself/herself.

32.3. The right of a client to retain more than one attorney-at-law in the same legal matter requires the following of an attorney-at-law:

32.3.1. not to prevent the client to authorise another attorney-at-law, besides himself/herself, to represent the client;

32.3.2. before accepting the representation of a party who has already retained an attorney-at-law, to notify that attorney-at-law thereof, to inquire whether they concur on the legal basis and organisation of the representation, and to attempt to reconcile any differences in their conceptions;

32.3.3. to continually harmonise positions with the colleagues engaged in the joint representation, to agree on distribution of duties, and to make every effort to act as a member of a harmonious expert team when dealing with the client, the representative of the opposing party, the court and other bodies and organisations.

32.4. Attorneys-at-law who have and maintain separate law offices may enter into agreements on professional co-operation on a more permanent basis.

### **33. Taking over the Representation of a Party**

33.1. An attorney-at-law who has been requested by a party to take over the representation of that party in a case in which the party is represented by another attorney-at-law shall:

33.1.1. refrain from evaluating the quality of work of the colleague representing the party;

33.1.2. advise the party that the representation may not be taken over before the power of attorney given to the attorney-at-law representing the party has been revoked, and until the party has obtained from that attorney-at-law and presented a written confirmation showing that the party does not owe to that attorney-at-law any remuneration for the representation;

33.1.3. inform the party about his/her obligation to notify the attorney-at-law representing the party of the fact that the party has approached him/her, unless the party has chosen to obtain legal advice only.

33.2. Before accepting to represent a party claiming to be no longer represented by another attorney-at-law, an attorney-at-law shall:

33.2.1. verify in a reliable manner that the previous representation has terminated;

33.2.2. verify, by way of a written confirmation issued by the colleague previously representing the party, that the party does not owe the colleague any remuneration for the representation.

### **34. Dispute Resolution**

34.1. The interests of solidarity of colleagues, professional co-operation and reputation of the legal profession require the following of an attorney-at-law:

34.1.1. to make every effort to improve deteriorated relations with a colleague;

34.1.2. not to allow such deteriorated relations to manifest in the course of representation before a court or another body or organisation;

34.1.3. not to allow such deteriorated relations to hinder or deprive the client in any manner of the legal assistance he/she is to provide to the client;

34.1.4. to try and resolve his/her issues with the colleague, or the issues between his/client and the colleague in an amicable manner before addressing the court or other competent body, except where the statutes of limitations jeopardise the rights of the client, or where it would obviously be detrimental to his/her own reputation and dignity.

34.2. Whenever the circumstances permit, an attorney-at-law should approach a colleague temperately, carefully and without the presence of third parties and warn the colleague of any actions that are contrary to the law, the Statute and this Code.

34.3. An attorney-at-law shall file a disciplinary or other report against a colleague only if his/her attempts and warnings referred to in Rules 34.1.4. and 34.2. have been unsuccessful, or if a

violation of the law, the Statute and this Code is so grave, obvious, reckless or persistent that it calls for immediate measures for its suppression or punishment in the interest of justice and reputation of the legal profession.

### **35. Joint Legal Practice**

35.1. Two or more attorneys-at-law may work on the same premises only if they have a joint legal practice.

35.2. Being a member of a joint legal practice does not preclude the right and obligation of an attorney-at-law to be relieved of duties that are contrary to this Code;

35.3. Independence and autonomy of an attorney-at-law engaged in a joint legal practice may only be limited by:

35.3.1. the organisation and conditions of work stipulated by the contract;

35.3.2. the exclusion of the right to obtain clients to be represented by himself/herself only;

35.3.3. the exclusion or limitation of the right to individually accept, refuse or cancel representation, except where a client has been obtained to be represented by himself/herself only;

35.3.4. the obligation to apply legal theories of the leaders of the law office, the expert collegium, or the majority of the attorneys-at-law in accordance with the rules of the law office;

35.3.5. the obligation not to withdraw from the law office at a time or in a manner that would harm the law office or the interest of the client.

35.4. Responsibility of an attorney-at-law stipulated by the rules of joint legal practice shall not preclude disciplinary responsibility before the bodies of the Bar Association.

## **IV – AN ATTORNEY-AT-LAW AND THE BAR ASSOCIATION**

### **36. Relations between an Attorney-at-Law and the Bar Association**

36.1. An attorney-at-law should hold in high regard and protect the reputation, autonomy and integrity of the Bar Association of which he/she is a member and other bar associations he/she communicates with.

36.2. With regard to the Bar Association of which he/she is a member, the attorney-at-law should:

36.2.1. implement final decisions made by its bodies;

36.2.2. timely and fully meet all of his/her financial and other obligations;

36.2.3. reply within a given deadline to a written communication or respond to the summons issued by its competent bodies;

36.2.4. present truthful information when communicating with it in his/her official capacity;

36.2.5. submit requested documents and provide requested explanations, except where he/she would violate the obligation of keeping a professional secret by doing so;

36.2.6. not refuse, without a valid reason, the election or appointment to its managing or working bodies;

36.2.7. meet his/her obligations in the managing and working bodies to which he/she has been elected or appointed, and participate in their work professionally, conscientiously and in a timely manner.

36.2.8. The rules regulating the relations between an attorney-at-law and the Bar Association shall also apply to other forms of association of attorneys-at-law approved by the Bar Association.

36.4. An attorney-at-law should observe a decision of the competent body of the Bar Association on strike action or limitation of the scope of work of attorneys-at-law, provided that it has established a minimum scope of work necessary for the protection of fundamental rights and interests of the clients and parties.

### **37. Relations between Representatives of the Bar Association and an Attorney-at-Law**

37.1. An attorney-at-law holding a position in managing and working bodies of the Bar Association should protect the rights and interests of attorneys-at-law established by the law, and act in a temperate and polite manner when officially communicating with his/her colleagues.

37.2. A member of the Disciplinary Court and the Disciplinary Prosecutor to whom an accused colleague disclosed a professional secret in the course of disciplinary proceedings shall keep the secret as if confided in him personally outside the disciplinary proceedings.

## **V – AN ATTORNEY AT LAW AND STATE AUTHORITIES**

### **38. Mutual Respect**

38.1. The manner in which an attorney at law communicates with the court, other state authorities and representatives thereof, and the manner in which the court, other state authorities and representatives thereof communicate with an attorney-at-law reflect the legal culture and respect for the legal profession.

38.2. An attorney-at-law should communicate with the court, other state authorities and representatives thereof in a temperate and polite manner, and make every effort to ensure such comportment of the client, as well as of the authorities towards him/her and the client.

38.3. Temperate and polite comportment includes observance of the rules of procedure, decent language in term of content and manner of speech, and tidy and suitable attire.

38.4. Written motions and oral addresses should be clear, concise, appropriate and logical, while any criticism an attorney-at-law addresses to the court, other state authorities and representatives thereof must not be communicated in an inappropriate or offensive manner.

### **39. The Prohibition of Abuse**

39.1. In his/her communication with the court, state authorities and representatives thereof, an attorney must not:

39.1.1. influence the course of the proceedings and decision-making process through unprofessional means and pressure, in particular by turning to the state bodies and persons who are not entitled to interfere with the proceedings, hearings and the decision making process;

39.1.2. exhibit a personal or familial relationship or friendship with judges and other representatives of state authorities before the client, the opposing party or the opposing party's

representative, or create an impression of the existence of such relationships before these persons;

39.1.3. justify an unfavourable course or outcome of the proceedings by imputing corruption or other forms of abuse to the judges and other representatives of authorities, or by encouraging such an opinion of his/her client, unless he/she or the client possesses the evidence that could serve as a basis for filing a criminal or disciplinary report;

39.1.4. abuse his/her role of defence counsel in order to furtively deliver letters, messages or objects that are prohibited, subject to control, or meant to be used for illicit purposes, to the client or other detainees or prisoners through the client who is detained or serving a prison sentence;

39.1.5. enter, in the presence of the client, the opposing party or the opposing party's representative, the courtroom or other room to be used officially for a hearing, before he/she is called to enter it, or to remain in the courtroom or such other room after all of the above persons have left, unless he/she has justified to the above persons his/her entrance or stay by the existence of extraordinary, valid and truthful reasons.

39.2. An attorney-at-law must not resort to any abuse of the procedure, especially to using invalid reasons to postpone a hearing, or presenting information and evidence which he/she knows to be false.

## VI – AN ATTORNEY-AT-LAW AND A LAW TRAINEE

### **40. Duties of an Attorney-at-Law**

40.1. An attorney-at-law should endeavour to make a law trainee in his/her employ capable of independently exercising the legal profession and other professions in or related to the judiciary, in accordance with the programme and curricula of law training adopted by the Bar Association.

40.2. In the course of law training, an attorney-at-law shall:

40.2.1. dedicate sufficient time and attention to the law trainee and apply sufficient educational influence so as to impart his/her professional knowledge and experiences to the trainee;

40.2.2. provide the trainee with information on how to apply regulations and use legal literature;

40.2.3. in accordance with this Code, advise the trainee of the manner of working at the law office, of the duty to keep professional secrets, of the manner of communication with the clients, colleagues and opposing parties, and of proper comportment before the court and other bodies and persons before which the representation is undertaken;

40.2.4. provide the trainee with the instructions regarding representation;

40.2.5. supervise and analyse the trainee's work and point to good and weak sides of the trainee's performance;

40.2.6. provide the trainee with opportunities to familiarise with the cases in all the areas of law in which the attorney-at-law practices, and make effort to enable the trainee to gain experience in the areas of law in which the attorney-at-law does not practice, through co-operation with colleagues;

40.2.7. set a positive example to the trainee through his/her comportment and work;

40.2.8. ensure working conditions in accordance with the effective regulations, this Code and the purpose of law training;

40.2.9. pay awards to the trainee in accordance with the law and the contract;

40.2.10. ensure that the trainee has enough time to study for the bar exam.

40.3. An attorney-at-law must not:

40.3.1. engage the law trainee in a simulated work arrangement in the knowledge that the trainee will not perform, or fail to properly cancel the trainee's engagement if it proves that the trainee does not work genuinely or continuously;

40.3.2. treat the trainee as his/her partner, enter into law partnership with the trainee, or agree to share income with the trainee;

40.3.3. use the trainee for business activities that are not related to the law training.

40.4. An attorney-at-law must not take advantage of any obvious lack of knowledge or experience of a law trainee of his/her colleague representing the opposing party.

#### **41. Duties of a Law Trainee**

41.1. A law trainee shall:

41.1.1. familiarise himself/herself with the contents of the Statute and this Code;

41.1.2. observe the programme and curricula of law training adopted by the Bar Association;

41.1.3. communicate in a polite manner with the attorney-at-law employing him/her, and meet the obligations stemming from the organisation of work at the law office;

41.1.4. observe the instructions given by the attorney-at-law employing him/her, except where such instructions are in contravention of the effective regulations and this Code;

41.1.5. make use of the law training to gain as comprehensive knowledge and experience as possible in order to prepare for independent work;

41.1.6. engage in the law training genuinely and continuously, and refrain from engaging simultaneously in another activity incompatible with the legal profession;

41.1.7. during the first official contact, introduce himself/herself to other attorneys-at-law, judges and other representatives of the authorities and legal persons before whom he/she undertakes the representation.

41.2. A legal trainee must not:

41.2.1. undertake representation without being authorised and instructed to do so by the attorney-at-law employing him/her, or by the substituted colleague, if he/she is substituting for the attorney-at-law substituting for the colleague;

41.2.2. without the knowledge and authorisation of the attorney-at-law employing him/her, accept or cancel representation, or substitute for other attorneys-at-law;

41.2.3. obtain clients to be represented by him/her only, or have his/her own cases.

## VII – An Attorney at Law and the Opposing Party

### 42. Relations with the Opposing Party

42.1. An attorney-at-law should have regard to the presumption that the opposing party acts with the equal sense of fairness and confidence in his/her rights as the client represented by the attorney-at-law.

42.2. An attorney-at-law should treat the opposing party in a temperate and polite manner, but not at the cost of leaving an impression of indecisiveness, indulgence, or undetermined representation of the client's rights and interests.

42.3. An attorney-at-law must not:

42.3.1. take advantage of any obvious ignorance, error or confusion of the opposing party acting without a representative, so as to gain unjustified benefits for his/her client;

42.3.2. threaten, coerce or deceive the opposing party;

42.3.3. incite or encourage the opposing party to resort to illicit actions;

42.3.4. enter into any talks or negotiations with the opposing party without the knowledge of his/her client, or in a manner contrary to Rule 31.1.9;

42.3.5. encourage the client to prosecute criminally, or personally resort to criminal prosecution of the opposing party for insults the opposing party uttered at the hearing if provoked by him/her or his/her client.

### C. INTERIM AND FINAL RULES

43.1. Upon entry into force of this Code, the Code of Professional Ethics of Attorneys-at-Law of 16 January 1999 shall cease to be effective.

43.2. In disciplinary proceedings that have not been resolved by a final decision, the rules of this Code shall apply only if more favourable to the accused attorney-at-law.

43.3. This Code shall enter into force on the eight day of its publication in the Official Gazette of the Republic of Serbia.

Ref. No. 84-6/2012  
In Belgrade, 11 February 2012  
President of the Bar Association of Serbia  
**Dragoljub Đorđević**  
/signature/