

Translation from Serbian into English

THE BAR ASSOCIATION OF YUGOSLAVIA

C O D E X
OF PROFESSIONAL ETHICS OF ATTORNEYS-AT-LAW

BELGRADE, April 1999

According to Article 61 of the Attorney-at-Law Act (“Official Gazette of FR Yugoslavia” No. 24/98) the Foundation Assembly of the Bar Association of Yugoslavia, on the meeting held on January 16, 1999 makes this

CODEX OF PROFESSIONAL ETHICS OF ATTORNEYS-AT-LAW

A. INTRODUCTORY RULES

I. Rules about Codex

1. Codex of professional ethics of attorneys-at-law (hereafter referred to as Codex) is a set of rules about duties and rights of attorneys-at-law based upon a special type and high degree of their professional and moral liability.
2. Codex refers to attorneys-at-law and in appropriate way to law trainees registered in the registers of attorneys-at-law and registers of law trainees of all the bar associations on the territory of Federal Republic of Yugoslavia.
3. Before starting with the activity, attorney-at-law is obliged to inform himself about the Codex and articles of association of the bar association (hereafter referred to as Articles of Association).
4. Lack of familiarity with the Articles of Association and Codex is unjustifiable.
5. When he/she does his job abroad, attorney-at-law should respect international principles of ethics and principles of ethics of professional rights of attorneys-at-law in the country in which he acts.
6. The bar association monitors that the Codex is followed, prescribes whether the violation of Codex has as a consequence a disciplinary liability of attorney-at-law and establishes and sanctions such liability.
7. If there is no rule for a specific case with direct meaning, Codex should be interpreted according to analogy, or according to aim and sense of its general rules.

II. Meaning of terms

8. According to this Codex, if not differently determined:
 1. Term “representation” means entire legal activity, including, apart from representation, defense and other forms of legal aid in realization and protection of freedoms and other interests of physical and legal persons;
 2. Term “attorney-at-law”, apart from each attorney-at-law individually, denotes all attorneys-at-law belonging to or who belonged to the same law office;
 3. Term “joint law office” denotes all the forms of associated, partnership and other joint work of attorneys-at-law in the same office;
 4. Term “client” is a person represented by an attorney-at-law;
 5. Term “party” denotes a person who approached attorney-at-law, before he/she accepted to represent, as well as any other participant in the procedure;
 6. Term “opposing party” is a person whose interest in certain procedure is contrary to the interests of client;
 7. Term “colleague” is another attorney-at-law.
9. Special contents of professional ethics and high degree of professional liability of attorneys-at-law are founded upon the following assumptions:

1. Legal profession is a free profession and occupation within legal order;
2. Attorney-at-law is a special factor of judiciary and representative and advisor in all the legal matters;
3. Attorney-at-law realizes and protects interests of clients and serves to the interests of justice and he is obliged to contribute with his professional and other public activity and personal example to the rule of law and society based upon respecting laws;
4. Attorney-at-law, as a rule, acts in the domain of threatened freedoms and rights and lack of knowledge of rights of persons who addressed him for help;
5. Independent, professional, conscientious and individual engagement in legal profession represents one of the basic guarantees in the realization, protection and improvement of human rights and freedoms;
6. Importance and good name of legal profession as a whole depend upon the manner of work and behavior of each attorney-at-law.
10. Attorney-at-law should be in any moment aware of his responsibility and he should coordinate his acts with it especially when he chooses between conflicted values and interests.
11. Attorney-at-law is liable for all the pieces of advice he gave and for measures he overtook or missed to take.

II. Independence and individuality

12. Attorney-at-law is obliged to preserve the independence of legal profession and to act freely in his professional work and making decisions, and in accordance with his own beliefs, not to succumb to pressures, threats, influences and interference, from whichever part these came, not to be led by other interests and authorities except for the interests of clients and authorities of the legal profession law, Articles of Association and this Codex.
13. Attorney-at-law cannot accept jobs and titles which would put him in a subordinated position, lead to uncritical performance of other's orders, or condition his work with some sort of obligations or benefits that would threaten his independence and individual work.
14. Exceptions from the principle of independence and individuality that does not cancel their essence are allowed only in the measure necessary for the work of a joint law office.

III. Professionalism

15. Attorney-at-law is obliged to act professionally in his work with knowledge for which he is qualified.
16. Attorney-at-law should always follow regulations, legal practice and professional literature and improve and expand his legal and general education.

IV. Conscientiousness

17. Attorney-at-law is obliged to conduct his profession conscientiously, carefully, decisively, timely, with honesty towards clients, with full dedication to the case entrusted to him with the use of all his knowledge and abilities and all the legally allowed and justified means.
18. Political, religious and other beliefs of attorney-at-law and his party membership should not be expressed in his work.
19. Attorney-at-law cannot convey affairs, for which only attorneys-at-law are authorized, to a person who is not an attorney-at-law.

V. Professional good name

20. In conducting legal profession, in other public activities and private life, when it is available to public opinion and estimation, attorney-at-law is obliged to preserve the good name of legal profession and his own, and to try to contribute to general legal culture.
21. It will be considered that attorney-at-law and a person wishing to become attorney-at-law are not trustworthy for conducting legal profession if they publicly violate or violated the good name of the legal profession.
22. Attorney-at-law should independently or within bar association and other similar professional organizations and associations of lawyers point to the importance of legal education, constitutionality, legality, independent legal profession and independent judiciary, the importance and role of legal profession in realization and protection of all the values and the events of these being violated.
23. Attorney-at-law should, according to his abilities, take part in discussions about laws and other regulations in preparation or which went in effect and suggest their improvements in justified cases and dispute their constitutionality and legality.
24. Attorney-at-law should as a principle support the idea that affairs of providing professional aid should be vested only to attorneys-at-law.
25. Attorney-at-law cannot enter any business connections in relation to pseudo-registrars.
26. Each case of pseudo-registrars, which he personally saw or about which he has reliable data, attorney-at-law is obliged to report to the bar association.
27. It will be considered that attorney-at-law and a person wishing to become attorney-at-law are not trustworthy for conducting legal profession if they are or were against the basic principles and interests of legal profession.

VI. Availability of means

28. Attorney-at-law must use only allowed and honorable means.
29. Attorney-at-law cannot participate or help in non-allowed obtaining of rights.
30. Attorney-at-law cannot take part or help non-allowed obtaining of evidence, nor can he call upon evidence he knows are untrue.
31. Interest and order of client are no excuse for breaking the law, Articles of Association and Codex.
32. Attorney-at-law cannot secretly tape-record any statements, conversations or activities.
33. When secretly made recordings are placed at his disposal or other documents, Attorney-at-law cannot use these as evidence without obtained approval of person these refer to, except in exquisite cases, if he has no other evidence, and the violation of law would in that way be less than damages which would most probably affect important, lawfully founded interests of his client if such material has not been used.
34. Attorney-at-law should refrain from talking about the case with persons who are proposed or for whom it is known that can be proposed for witnesses, and if such conversation occurs anyway, Attorney-at-law must not affect, and he must not leave an impression that he wishes to affect the knowledge, consciousness and will of witness, to provoke fear, inclination or rejection towards participants in the procedure and to provoke any other interest except for interests of rights and obligations that the truth be spoken.
35. If he has public authorization to verify statement, Attorney-at-law cannot verify statements of witnesses in the case in which he acts as attorney.

VII. Prohibition to advertise

36. Only knowledge showed, success he achieved and trust he acquired by his work and conduct should recommend attorney-at-law.
37. Attorney-at-law must neither offer his services nor acquire clients in dishonest and non-allowed way.
38. It will be considered that attorney-at-law offers his services and acquires clients in dishonest and non-allowed way, especially when he:
 1. Displays, distributes or publishes in public media and other publications, advertisements and offers in which he recommends his services and his office; when he allows that these recommendations be in advertisements, offers, and in other printed material of other legal and physical persons, when he uses with the same purpose activity which he can perform along with the legal profession according to the Codex;
 2. Organizes or uses services of mediator and agents to whom he promises or gives reimbursement, promises to them or does other services, or agrees with them about the division of reimbursement (fees) for his work, or uses their dependent position, and especially when uses prisoners and persons serving prison sentences for that purpose;
 3. Agrees in advance with persons employed in the court, prosecution department, police, prison or other government bodies directing unknown clients or those in dependent position;
 4. Promises success, gives unreal estimations or brings a client into misconception in relation to legal nature of the case and real consequences which threaten to him in the case he addresses the attorney-at-law for;
 5. Promises or indicates the use of connections or his own or else's unprofessional influence, as well as influence he can realize on the basis his previous employment, or previous existing political, social or business engagement;
 6. Encourages or does not dispute the belief of client in the efficiency of corruption and suggests or indicates his own mediation in that;
 7. Generally or apart from conditions of the Codex offers cheaper or free representation;
 8. Gives his visit cards or blank power of attorney for the purpose of distribution to third, not specified persons in advance;
 9. Underestimates other attorneys-at-law;
 10. Makes contact with clients of other attorneys-at-law and makes them authorize him or takes over clients of other attorneys-at-law in a manner contrary to the Codex;
 11. Puts a sign on the office, prints its printed material and other (table, seal, memo, cards etc.) in an aggressive and tactless manner, contrary to the Codex.
 12. Publicly states that he will work during the holidays or after the usual working hours;
 13. Receives clients outside the office without justified reason or when reasons are justified in inappropriate places;
 14. Gives legal advice in public media, on public meetings, outside the office before unknown persons;
 15. Allows to be registered in registers, address books, catalogues, guides and similar manuals as a selected attorney-at-law or within a group of selected attorneys-at-law,

or helps printing and distribution of such materials, except for these that are exclusively used as an information in international legal circulation;

16. Takes judges, prosecutors and their deputies, police operation workers and managers employed in the court and administrative bodies as free lance associates, takes them to discussions with a purpose to create an impression of importance and power;
 17. Addresses public media uninvited with obvious purpose to recommend his legal knowledge and skills;
 18. Publicly, in a sensational or self-affirmative manner represents his cases, abilities, thoughts and achievements;
 19. Organizes regular press conferences or convenes press conferences or uses these to popularize his success;
 20. Cooperates with pseudo-registrars;
 21. In the procedure before the court and other bodies and organizations provokes incident with an aim to make an impression about diligence and in that way that satisfies client or attracts new clients.
39. Attorney-at-law should say to the journalist who wishes to write about the case of his client about the prohibition to advertise, and if journalist publishes the text which contains advertisement anyway, it is desirable that attorney-at-law should dissociate himself from that in an appropriate way.

VIII. Public behavior and professional work

40. When professional works in the field of social studies, scientific and pedagogical activity are published, on professional counseling and assemblies of lawyers, as well as when addressing the public with an aim to point to the violation of human freedoms and rights and to the deviation from constitution and legality, attorney-at-law can state his title by his name.
41. Attorney-at-law cannot use professional assemblies and his scientific, pedagogical and publication activity in order to agitate for his client and encourage non-allowed pressures in the case which is in course, except it is the case of professional processing of finally solved process-legal problems and if he does that without stating the names of parties and his own connection to the case.
42. Attorney-at-law should take care about the prohibition to advertise and about the importance and good name of his profession in statements for public and in texts in which he presents with his knowledge as an attorney-at-law.

IX. Incompatible Affairs

43. Attorney-at-law is obliged to conduct his profession really and permanently.
44. Attorney-at-law must not get involved with affairs directly or indirectly which would endanger his independence and damage the importance and good name of the legal profession.
45. Attorney-at-law is obliged to avoid affairs which could give commercial character to his legal work.
46. It is incompatible with the legal profession that one at the same time engages in any other activity, except for the science, literature, art, publications, pedagogy, translations and sport.
47. It will be considered that Attorney-at-law violates the prohibition of accommodation, name and other visible marks of his office if accommodation, name and other visible marks of business premises of persons engaged in another activity incompatible with legal profession indicate the

- conclusion that the work is conducted jointly, or that the work of that other person is conducted, supervised or organized by attorney-at-law.
48. Attorney-at-law being engaged in non-allowed activities includes the right to participate in management of the appropriate professional associations.
 49. In the course of conducting affairs on managerial position in organs of government, other government bodies, public services and companies, if he does not decide to be erased from the register of attorneys-at-law, he is obliged to demand from the bar association that rights and obligations of attorney-at-law be frozen, and he cannot put the title “Attorney-at-law” by his name.
 50. Managerial position of Attorney-at-law in a political party is not incompatible with his simultaneous managerial position in the bar association.
 51. Another activity cannot be performed in a law office, except for legal and translations, nor can Attorney-at-law provide other services, in order to gain profit such as administrative services, copies, recordings, telefax and computer communications or computer information and data processing.
 52. It is not contrary to the Codex if Attorney-at-law is a member, manager or member of managerial team in expert, working and other professional bodies of government or non-government character, in humanitarian organizations, non-government organizations, organizations for the protection of human rights and freedoms, publishing councils, editing boards and similar organizations, associations and societies.

B. SPECIAL RULES

I. Attorney-at-law and client

a) Basic rule

53. Freedom of choice and trust between Attorney-at-law and client are assumptions for acceptance and duration, and for successful preparation and organization of representation.

b) Accepting and rejecting representation

54. Attorney-at-law can accept to represent only when asked to do so or when representation was assigned to him by decision of authorized organ.
55. Attorney-at-law freely decides whether to accept representation, except in cases of legal prohibitions and ordered as well as prohibitions and orders provided by the Codex and Articles of Association.
56. When making a decision about representation Attorney-at-law should take care about the need that independent and individual providing of legal help provided by legal profession should be at disposal to everyone who needs it and he should try not to reject to provide legal help without justified reason.
57. Differences between parties considering the sex, race, nationality, language, religion, political and other beliefs, social position, political and economic power, wealth and political party membership should not influence the decision about representation.
58. Justified reason for rejecting representation will be as follows:
 1. If Attorney-at-law has too much work;
 2. If client is incapable of paying the fees and finished costs;
 3. If client conditions the payment by the success achieved in the dispute, or demands promised success;

4. If attorney-at-law estimates that the basic motive of the client is recalcitrance or that client has non-human and immoral reasons;
 5. If the demands of the client are obviously contrary to his/her own interests;
 6. If client already in the first conversations with Attorney-at-law expresses distrust or impoliteness towards Attorney-at-law;
 7. If Attorney-at-law estimates that prospects for success are low or improbable.
59. In criminal cases these are not justified reasons for rejecting to defend a client: character features of defendant, type of criminal act and possible sentence, manner in which defendant defends himself, seriousness or irrefutable evidence against him, opinion and distress provoked by the criminal act in public, conduct of damaged parties or low prospects of success.
60. Attorney-at-law should reject to represent:
1. If recommended by the opposing client or his/her attorney or if he is in such family or personal or business relations with opposing party that would according to general principles unfavorably influence the objectivity and consistence in his work, except if client, although familiar with this rule, strictly demands to be represented, and Attorney-at-law is himself certain that stated circumstances will not influence him in unfavorable manner;
 2. If he has not already made an agreement with the client he represents about the organization and legal bases of representation;
 3. If he already acted in the case as a judge, prosecutor or another official person in government bodies;
 4. If the client authorized in the same case another person, not Attorney-at-law, except if it is a case of non-standard type and person who is a distinguished expert for such legal area.
61. Attorney-at-law is obliged to reject representation:
1. If he does not have sufficient knowledge and experience in the legal field in which he should represent;
 2. If the request of the client is obviously contrary to positive regulations;
 3. If he is certain that the client has no chance to succeed;
 4. If he at the same time represents the opposing client in another case;
 5. If he in the same legal matter already advised opposing client or received information and orders from it;
 6. If he should represent in the dispute about the contract or out-of-court settlement he made himself, for the purpose of refuting a testament he wrote, or against holder of rights over the property whose custodian he is or was;
 7. If he should represent co-litigant or defend co-accused whose interests are contrary to the interests of client he already defends or represents in the same case;
 8. If representation would include the use of dishonest and non-allowed means, and in criminal cases also active role in justification and proving the truth of defense for which the Attorney-at-law knows is untrue;
 9. If he should act against his former client except if it is obvious that the relation of trust between them stopped according to the way the previous representation ceased and according to the behavior of former client towards him;

10. If request or interest of client contrary to the interests of legal person in which Attorney-at-law has such position or represents it;
 11. If a client still represented by another Attorney-at-law, or client from whom previous Attorney-at-law demands fees and costs for representation in the same case, addresses him for representation.
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62. Attorney-at-law can refuse representation when appointed by the Court, bar association or another authorized body only if he is obliged to refuse, exclusive of rule 59 in criminal cases, or if there are justified reasons for refusing representation according to the rule 58.6 of this Codex.
 63. Decision about refusing to represent, Attorney-at-law should state and explain without delay and if the client demands so from him, recommend another Attorney-at-law he trusts unless he represents the opposing client or if the reason for refusing is valid equally for all attorneys-at-law.
 64. In joint law office rules 58.1., 58.7 and 61.1 are subject to the estimation of professional team or the other Attorney-at-law of the office.

c) Signing and contents of power of attorney

65. Attorney-at-law should make the client personally in his presence state that he vests the case to Attorney-at-law, tells all about the problem and sign the power of attorney.
66. In justified cases statement and signature can be obtained through usual means of communication or through persons whom client and Attorney-at-law trust, with reasonable care, with condition that statement and signature should be checked by Attorney-at-law as soon as circumstances allow that.
67. Before the client signs, data about Attorney-at-law should be inserted in power of attorney, as well as data about clients, type of procedure, subject of representation, scope of authorizations and date of signing.
68. Except for the number of case, name of the other Attorney-at-law authorized for replacing and correcting obvious mistakes in writing, additional amendments of power of attorney are not allowed.
69. Exceptionally, in case that the client will be absent for a longer period, or if there are other justified reasons, Attorney-at-law can give blank power of attorney to client for signature or to receive signed power of attorney from client, under the condition that the manner and purpose of use of such power of attorney are provided by written order of client, or special written agreement between Attorney-at-law and client.
70. Power of attorney must not contain unspecific authorizations, authorizations which do not refer to the subject of representation, nor agreements or contracts about fees.

c) Obligations towards the client

71. Attorney-at-law should try to gain and preserve the trust of client.
72. In the first conversation, or in the course of preparation for representation, Attorney-at-law should point to the client:
 1. The interest to disclose motives and aims, and to truly and fully state the facts and evidence;
 2. The rule that confidentiality of evidence is protected by the obligation of keeping a secret;
 3. His estimation of factual and legal contents of the case;
 4. Type and basic characteristics of procedure that will be applied;

5. Manner of calculating payment and correct or approximate amount of fees and costs;

73. Attorney-at-law is obliged to:

1. Relate to all the clients and cases equally conscientiously and professionally;
2. In representation act without unnecessary delay;
3. Timely inform the client about all the relevant changes in the case, and at the request of client about all the details;
4. To inform the client with changes of his legal and factual estimations;
5. To give all the documents, records, copies of submissions, other submissions and decisions to client, at his request, except for personal notes and original copies of submission made by attorney-at-law, regardless whether representation is still in course or it was cancelled and whether reward and costs have been or have not been paid;
6. To present the Tariff to the client, point to the option that reward and costs the Court will define or another authorized organ to the opposing client, could be less than his charges, and when client demands so, attorney at law should give him the calculation of fees and costs;
7. To receive clients in time defined on the law office.

74. When so requested by client's interests and allowed by legal assumptions, attorney-at-law should try to solve the case before initiating dispute peacefully, out of court.

75. As a representative, especially as a defense attorney of defendant in custody, attorney-at-law is obliged to point to all the violations of defense rights and other violations of laws at the damage of his client, never bringing into question his relations with other attorneys-at-law, judges, prosecutors and other parties to the procedure.

76. When making documents and in two-sided affairs attorney-at-law is a representative of both parties and he is obliged to conscientiously defend their interests, regardless of which addressed him first and which pays the fees.

e) Non-allowed actions

77. It is contrary to the rules of Codex when attorney-at-law:

1. Accepts new clients or cases in a measure that threatens the fulfillment of his obligations towards existing clients or cases in course;
2. When incurs unnecessary costs to client, especially by suggesting extra or non-concentrated evidence and causing delays without reasons or increasing the number of hearings;
3. When concludes the life support contract with client or contract by which he acquires property or property rights from client without mortgages;
4. Gives guarantee from his own means for a client or pays fine, indemnification, flat amount or expenses in procedure, except if it is justified by extraordinary or immediate circumstances, or these are very small amounts, and good name and paying ability of client give base for belief that it is a short-term loan;
5. Identifies himself with his client or his interest.

f) Dismissal of representation

78. Attorney-at-law cannot due to unjustified reasons dismiss representation before the procedure is finished and before all the rights to appeal have been used if there is a base for that.

79. Justified reasons for dismissal of representation are the same reasons because of which attorney-at-law could refuse to represent a party, except for the too much work attorney-at-law caused by himself by accepting new cases.
80. Attorney-at-law is obliged to dismiss representation for the same reasons he had the obligation not to accept representation, if these reasons were known to him or must have been known to him at the time he accepted to represent, he is liable for consequences suffered by the client because of his representation or in the period of that representation.
81. Attorney-at-law must not refuse representation in inappropriate moment, except if there are reasons that force him to.
82. In case of dismissing representation attorney-at-law is obliged, as long as the client does not find another representative or as long as thirty days passes the longest, to take over all the measures in the absence of which client would suffer damages, except if the client exempted him from such obligation.
83. In criminal cases, attorney-at-law must not cancel representation, even if there are justified reasons for that, if by that the position of client would be worsened, even if there is only a reasonable doubt that the dismissal could be interpreted in the court and in public as the expression of mistrust with the defendant and objection to the manner of his defense, except if client himself demands the dismissal of representation, publicly underestimates attorney-at-law, persistently refuses to cooperate with him, makes unreasonable requests from him or demands from him that he violate positive regulations and Codex, or when he already has another attorney.
84. When he dismisses defense, attorney-at-law should try not to do so in a way or in time that would place client at the criticism of public or wrong position in the procedure.

g) Handling property values

85. Money, security papers and other property values, entrusted by client to him, attorney-at-law is obliged:
 1. To carefully treasure in a safe place or deposit to account, or place into a safe opened for another person in an authorized institution, if not differently instructed by client or specifically ordered;
 2. Not to mix it with his own property and manage with it in his name for his account;
 3. To give it over or deposit to authorized receiver;
 4. To give it over to client when he requests so, when a certain deadline expires, or when certain condition is or is not fulfilled.
86. Attorney-at-law must act as defined in rule 85 even when money, security papers or other property values he receives from third party in the name and for the benefit of and authorized by client.

II. Secret

a) Basic rule

87. Obligation of keeping a secret is an important assumption of client's trust in the attorney-at-law and independence of legal profession.

b) Subject of the secret

88. Attorney-at-law is obliged to keep as a secret everything the client entrusted to him or everything he learned about or obtained while preparing the case or representation, whether client warned

him about the confidentiality of the contents or the confidentiality comes from the nature of case and estimation of all the circumstances.

89. Within limits defined in rule 88 a secret is all the data attorney-at-law knows and all the documents, records and deposits in a law office or temporarily placed in another place at the decision and under supervision of attorney-at-law.
90. Attorney-at-law is obliged to keep as secret all the confidential data, records and deposits referring to the person he did not accept to represent and which were told to him or given over with an aim to represent, as well as person which gave up the idea to be represented by that attorney-at-law after giving him all the data.

c) Keeping the secret

91. Attorney-at-law keeps a secret by making confidential contents inaccessible to organs of authority and third parties, except in a scope, for purposes and in relation to organs of authority and third parties to whom such contents are intended to, with agreement of the client.

92. In order to keep a secret, attorney-at-law is obliged:

1. To warn personally all the officers and associates of his law office of the obligation to keep a secret;
2. To act with reasonable care in conveying confidential contents by mail, telephone, telefax, computer or in another indirect way, and to make the lowest possible possibility that secret be disclosed, whether accidentally or by abuse of communication means;
3. To warn the client when he has reasons to suspect that his conversations with client in prison, custody or another place are tapped without authorization, and recommend him not to talk about the things he wishes to keep as a secret;
4. To personally, or through a reliable person, supervise the making of copies or copies of documents given to him;
5. To secure original documents, their copies, records and negatives in appropriate way and not to give these to unauthorized persons without the knowledge and approval of the client;
6. Not to give documents and copies of the court files for reading or for making copies to a person not authorized to read these, owns it or copies it;
7. To warn the person he is authorized to do so about the confidentiality of contents or special obligations regarding certain contents;
8. To preserve or remove the documents he is no longer obliged to keep in a way that will not enable unauthorized persons to learn about their contents.

5. Disclosing a secret

93. The obligation of keeping a secret exists as long as the disclosure of confidential material can injure the interest of client or as long as circumstances are established which exempt attorney-at-law from such obligation, regardless whether representation is in course or it stopped.
94. Attorney-at-law is exempted from the obligation to keep a secret:

1. When client allows him so clearly;
2. When it is necessary for preventing a reported criminal act with large social danger;
3. When it is necessary for the defense of attorney-at-law or his associate.

95. If he is exempted from keeping a secret, attorney-at-law must inform a person to whom this secret refers about his decision to disclose it, always when the nature of the case and concrete circumstances allow that and moral codes recommend.
96. When disclosing a secret, attorney-at-law should save, as much as possible, the personality to which this secret refers and to give his best that disclosed data do not get higher publicity than necessary for the base and purpose which disclosing a secret makes allowed.

6. Prohibition to misuse the secret

97. When there are no conditions for disclosing a secret, attorney-at-law must not use the confidential data at the damage of client, nor can he without explicit permission of client use it for his own benefit or for the benefit of third party.
98. Attorney-at-law must not use confidential data he learned while representing a legal person or another organization at their damage nor at the damage of any interested party, except at the damage against whom representation is directed.

III. Law office

a) Basic rule

99. Office, decoration and marking the law office should be in accordance with the good name of legal profession.

a) Marking the office

100. A table on the building, inscription on the entrance, seal, visit card and memorandum on printed material with which attorney-at-law marks his law office, working hours and means of communication with clients and parties, must not in its form, size, processing and entire appearance derogate from professional standards and civilized manner of representation, nor to create an impression of intrusion, bad taste or commercial.
101. A law office must not be marked by:
 1. Another name except for the name of attorney-at-law;
 2. A sign outside the building interior, nor sign within the interior of building which would be a repeated table, or provoke confusion if there is more than one attorney-at-law in the same building;
 3. Light or audio devices;
 4. Table placed vertically in relation to the building façade;
 5. Table of pensioned or deceased attorney-at-law, placed next to the table of person who takes over the office, or in a place where the office was in a period longer than one year after going to pension or death;
 6. Professional or academic title of attorney-at-law not recognized according to the law and Articles of association.
102. Joint law office, if consisting of many attorneys-at-law, can have a name which contains only the name of one or a few attorneys-at-law, with addition: "et all", but the names of all the attorneys-at-law must be stated in the inscription on the office entrance and in the memorandum of printed material of the office.

b) Announcing changes

103. Attorney-at-law can announce opening, moving and taking over the office and association and cessation of association of attorneys-at-law in daily newspapers, without contents and graphic solutions which would create an impression of advertisement, two times in a period of three months the most after the change occurs.
104. Attorney-at-law can inform only his clients and associates, other attorneys-at-law, court experts, judicial organs, organs of administration and professional associations of lawyers about the changes of rule 103 in a circular letter.
105. Attorney-at-law who moved his office, or left the joint law office, can leave the notification about his new address in a place where his previous office was for six months the longest.

c) The use of seal

106. Attorney-at-law is authorized and obliged to use the seal of his law office only for his own legal activity.
107. It is contrary to the rules of Codex when attorney-at-law:
1. Does not verify his submissions and documents with the seal of his law office;
 2. Does not place his signature, initials or facsimile along the seal of his law office, or does not provide that signature or initials with his approval be placed by his law trainee;
 3. Gives the seal of his law office to another person for independent use, or he uses the seal of else's law office for his needs;
 4. Keeps the seal of his law office unsupervised in a place accessible by persons not authorized to use it;
 5. Allows his officer or law trainee to use the seal of law office without his knowledge and approval, and without appropriate control of submissions and documents on which the seal is placed;
 6. Uses or allows another person to use the seal of his or another law office after he or attorney-at-law in question were erased from the register of attorneys-at-law or during the time their rights and obligations are frozen.

IV. Fees and reimbursement of costs

a) Basic rule

108. Attorney-at-law calculates fees and reimbursement of costs and charges in money according to the prescribed Tariff.

b) Non-allowed agreements and acts

109. It is contrary to the rules of Codex when attorney-at-law:
1. Instead of the fees he fully or partially contracts the taking over of disputed right the representation of which is entrusted to him, i.e. contracts and receives as his reward the part of money amount or other values, which would, at the court's decision, other organ or organization, in the case of his representation, belong to his client, or for which the request of the opposing party was declined (pactum de quota litis);
 2. In advance and independently from the knowledge of circumstances and paying abilities of clients, allows and contracts free representation, reward and compensation of costs lower than prescribed by the Tariff or another type of discount;

3. Concludes a contract about reward, using the difficult position of client, or abusing his own role as a representative in order to present the position of client untruthfully and more difficult than it really is;
4. Agrees with client and receives reward from him for defense according to official duty or for representation of the poor at the decision of bar association;
5. Demands from client or receives reward and compensation of costs not serving the allowed purposes;
6. Without the knowledge and approval of client, while representation is in course, receives reward and compensation of costs from third party.

c)Allowed deviations

110. It is not contrary to the rules of the Codex when attorney-at-law:
 1. Regardless of the possibilities and circumstances of client adjusts the payment of reward to his paying abilities, whether by accepting the payment in partial amount or after the finalization of the case, or by waiving the reward if the client is in poverty;
 2. Freely agrees about the fees with client if the Tariff does not at all or not clearly define a reward for the representation of certain type and complexity;
 3. Connects the reward with the successful outcome of the representation if it is suitable for the nature of the case, it does not threaten his independence and is not contrary to the prohibition of rules 109.1;
 4. Does not request reward for the representation of another attorney-at-law or spouse, children, parents of deceased attorney-at-law;
 5. Receives non-agreed upon reward offered by client or another person with the knowledge and approval of client while the procedure is in course, and without the knowledge of client when procedure is finished, if not led into it by him, if another person is not an opposing party or someone supporting the opposing party, if reward is in proportion with the scope, type and result of work and with property possibilities of person who gives, and if no subrogation is agreed with another person without the knowledge of client;
 6. In exclusive cases, receives values of another kind from client instead of reward and compensation of costs in money for the purpose of covering claims under the condition that client himself offers this, that given values are not underestimated and that the exchange does not contain elements of using a hard position of client and does not damage the good name of legal profession.
111. Decision to act in one of the ways of rules 110.1 and 110.4 attorney-at-law cannot make easily without previous checks, nor with an aim to achieve business prestige, use disloyal competition, or provoke an impression of advertisement.
112. Agreed fees must be proportional to the type and scope of work and agreement about it should be in written form.

d)Flat rate reward

113. Attorney-at-law can agree upon flat rate reward for permanent counseling in the amount appropriate to the type and scope of his obligations.

e)Advance payment

114. Attorney-at-law is entitled to advance payment of fees and costs for his work and indemnification of costs for the work of another for whom he personally guarantees.

115. Attorney-at-law is entitled to agree about another kind of advance payment instead of payment in money, only in extraordinary circumstances, under condition that the contract is legally allowed and that it does not limit the business activity of client.

f) Payment off

116. Payment off fees and costs should be done in a place and in a manner that will not violate the good name of legal profession and his own good name.
117. Before initiating a procedure before the court for the purpose of payment off fees and costs, it is desirable that attorney-at-law warn the client in written form and send him appropriate deadline for fulfilling the obligation, and he should not act in the dispute with revengeful attitude and expose client to new unnecessary costs.
118. Attorney-at-law should not cede the non paid fees and costs nor to vest the payment off to a person engaged in claims payment.

V. Relations among attorneys-at-law

a) Basic rule

119. Relations among attorneys-at-law should express the respect of legal profession itself.

b) Respect among attorneys-at-law

120. The obligation to establish and maintain good collegial relations with other attorneys-at-law makes it obligatory that:
1. Attorney-at-law be polite with another attorney-at-law, without disdain, mockery, gossip, insults or other attacks to personality.
 2. Attorney-at-law does not identify another Attorney-at-law with his client;
 3. Attorney-at-law should not interrupt nor in another way disturb the other Attorney-at-law except in the limits prescribed by the rules of procedure;
 4. Attorney-at-law should without delay reply to the official addressing of another Attorney-at-law;
 5. Attorney-at-law should not reject to receive items sent by another Attorney-at-law;
 6. Attorney-at-law should follow the time agreed for the business meeting with another attorney-at-law;
 7. Attorney-at-law should always when it is possible inform another Attorney-at-law in the same procedure about the request for postponement or re-scheduling the hearing;
 8. Attorney-at-law should not use process possibilities at the damage of opposing party except for those the non-use of which would have preclusive consequences for basic right or law means of his client, if the other Attorney-at-law announced the representation of the opposing party and if he knows that there are justified reasons which prevented the other Attorney-at-law to come to the hearing;
 9. Attorney-at-law should not talk and negotiate with the opposing party without the knowledge and approval of Attorney-at-law except if the delay cannot be avoided in another way;
 10. Attorney-at-law should immediately inform the Attorney-at-law of the opposing party if he in any way realized contact with the opposing party;
 11. Attorney-at-law should introduce himself to the elder colleague according to working experience;

12. Attorney-at-law should not make officers and associates of another Attorney-at-law leave without agreement with the other Attorney-at-law;
 13. Attorney-at-law will not explain his problems and failure in some case or any legal matter by the use of non-allowed means by Attorney-at-law of opposing party, nor should he support such an opinion of his client, except if him or his client have evidence which would bound them to file a criminal or disciplinary report.
121. If collegial relations are contrary to the interests of client, interests of client have advantage.

c) Professional cooperation

122. Obligation to establish with other attorneys-at-law and maintain good professional cooperation, means that Attorney-at-law should:
1. Accept to replace Attorney-at-law who demands so from him, or if he is prevented from doing so and has no time to inform the colleague who could find another replacement, he should alone choose another Attorney-at-law as a replacement, or take other measures that would remove consequences of missing a process action for which a replacement for sought;
 2. Inform Attorney-at-law who demanded replacement about the results of replacement without delay;
 3. Deliver power of attorney, necessary data and instructions to Attorney-at-law in time from whom he demands replacement;
 4. Personally guarantee for the payment of reward and costs for the replacement and other help he demanded;
 5. Take care in providing help to a foreign Attorney-at-law as he is liable for advice and interpretations he gives, and he should accept only cases he is capable of processing professionally, without delay and it is recommended in the language in which a foreign colleague addressed him, or in the situation described in Item 1 of this rule he should choose and recommend Attorney-at-law with increased liability.
123. Interests of professional cooperation and collegiality recommend to Attorney-at-law that he:
1. Exchanges professional knowledge and opinions with another Attorney-at-law;
 2. Offer requested professional help to another Attorney-at-law, except if this importantly exceeds the measure of usual exchange of knowledge and opinion or if it would be at the damage of client's interest;
 3. Does not demand more than a half of fees prescribed in the Tariff for replacing another Attorney-at-law, except in the case of different agreement.

d) Joint representation

124. Interests of professionalism and collegiality and the right of client to have more than one representative in the same matter, order that Attorney-at-law:
1. Should not prevent client from authorizing another Attorney-at-law for representation, besides him;
 2. Before accepting representation of party who along with Attorney-at-law wants to authorize him as well should inform the colleague who already has power of attorney and try to consolidate attitudes about organization and legal bases of representation;

3. Should in joint representation with another Attorney-at-law or attorneys-at-law permanently coordinate attitudes, agree about job division and try to in relations with client, representative of opposing party, court and other organs and organizations, act as coordinated, well informed and team convinced in its attitudes.

e) Taking over representation

125. When a party addresses Attorney-at-law for taking over representation while the party is still represented by another Attorney-at-law, Attorney-at-law is obliged to:

1. Refuse the case and taking over representation and notify the party about the reasons;
2. Not to pass judgement about the work of his colleague;
3. Notify the colleague about the talk he had with the party, except if the party subsequently chooses only the counseling or if the party declares that he does not want to inform his representative about counseling.

126. When a party addresses Attorney-at-law claiming that another Attorney-at-law no longer represents that party, Attorney-at-law is obliged to:

1. Before accepting representation, reliably check whether previous representation ceased and that he does not owe fees and costs to previous Attorney-at-law;
2. Inform the colleague whose representation ceased about taken representation.

127. When a party addresses him only for counseling in the same matter in which another Attorney-at-law represents the party, Attorney-at-law is obliged to limit his work to consideration of factual and legal issues, without estimating the work of his colleague.

f) Solving disputes

128. Obligation to foil or solve misunderstandings and bad relations with another attorney-at-law, orders that Attorney-at-law:

1. Invest effort to improve the relations;
2. Not to allow that bad relations be expressed in the court and another body or organization before which he represents or to allow that help he provides to his client be in any way limited or deprived;
3. Should try to solve peacefully personal bad relations or disputable relations of his client with another Attorney-at-law before addressing the court or another authorized organ, except if there is a danger of maturity, or if it would obviously be at the damage of his own good name and dignity;
4. Always, when circumstances allow, carefully, without the presence of third parties, point to the colleague the actions contrary to the law, Articles of Association or Codex;
5. File a disciplinary or other report against a colleague only if attempts of Items 3 and 4 of this rule had no result, or if the violation of law, Articles of Association and Codes is so serious, obvious, and persistent, that its consequences do not bear any delay, nor peacefully, or by any goodwill pointing, could be removed.

g) Joint law office

129. Two or more attorneys-at-law can work in the same office only if they belong to a joint law office.

130. Belonging to a joint law office does not exclude the application of rules of the Codex, nor the possibility that Attorney-at-law demand to be exempted from tasks he considers contrary to his conscientiousness or damaging to his independence.

131. Independence and individuality of Attorney-at-law, a member of a joint law office, can be limited only by: agreed work conditions, in his right to accept personal clients, and in the right on independent acceptance, refusing and canceling the representation, if it is not the issue of personal clients.

132. In the joint law office, Attorney-at-law is obliged to respect the legal opinions of the professional team or majority of lawyers as much as possible, to act according to rules 124.3 and 128.2 in regard to work organization, misunderstandings and relation towards clients and third persons, and not to leave the office at the time and in a way that would cause damage to the office or injure the interests of clients.

133. Liability of Attorney-at-law, prescribed by internal rules of joint law office, does not exclude the liability originating from the injury of Codex rules.

VI. Attorney-at-law and Bar Association

a) Basic rule

134. The Bar Association is the center of protection of legal profession and realization of status rights of attorneys-at-law.

b) Obligations of attorneys-at-law

135. In relation to the Bar Association, Attorney-at-law is obliged to:

1. Act politely and respecting its good name, autonomy and integrity;
2. Respect and execute decisions of its bodies;
3. Timely and fully fulfill his material obligations;
4. Timely report all the changes and legal affairs in its control and records;
5. Answer the invitation, come to a meeting and without delay answer to a written communication of authorized bodies;
6. State true data in official contact;
7. Deliver demanded documents and offer requested explanations, except if he would by doing that violate the obligation of keeping a secret;
8. Not to use the position he has in its bodies and working bodies for the purpose of advertising, and to conduct obligations originating from that conscientiously, professionally and timely.

136. Attorney-at-law should take part in the work of the Assembly and other open meetings in the Bar Association, he should not refuse the election and appointment in the bodies and working bodies of the bar association without justified reason and he should contribute by suggestions and other types of cooperation to the realization of aims and tasks of the bar association.

137. Rules valid for the relations and obligations of Attorney-at-law towards the Bar Association are applied to other forms of organization of attorneys-at-law, approved by the Bar Association.

VII. Attorney-at-law, court and other authority bodies

a) Basic rule

138. By his relation towards the court and other bodies of authority, attorney-at-law expresses the respect of principles of legality and respect of his own profession, as an equal factor of judicial system.

b) Relations

139. Attorney-at-law should treat the court and other authority bodies with politeness, trying to provide the likewise behavior of his client, as well as representatives of these bodies towards himself and his client.
140. Respect of the Court and other authority bodies, attorney-at-law expresses, among other things, in a manner he talks, behaves and clothes in hearings and official contacts.
141. Attorney-at-law should be clear in his submissions and oral presentations, concise, logical, and convincing, and critique he directs to the Court and other bodies of authority must not be told in an insulting, mocking or underestimating manner.

c) Prohibition of abuse

142. It is contrary to the rules of the Codex when Attorney-at-law:
 1. Influences the course of procedure and decision of the Court and other authority bodies by non-professional means, by addressing institutions and persons which must not interfere into discussing and decision making, or by other acts and non-allowed pressures;
 2. Shows personal friendly relations with judges and other representatives of authority bodies before the clients, opposing party or its representative, or creates an image of such relations before these persons;
 3. Enters the court room before being asked in the presence of client, opposing party or its representative, immediately before the hearing, or after the end of hearing, stays in the court room even after all the parties exit;
 4. Justifies the unfavorable course or outcome of the procedure by corruption and other types of abuse of judges and other representatives of authority organs, or supports such an opinion of his client, except if he or his client have evidence which would bound them to file a criminal or disciplinary report;
 5. Misuses the role of defending attorney in order to deliver letters, messages, and items otherwise controlled, or the possession of which is prohibited, to his client, or through the mediation of his client in custody or in prison, to other prisoners.
 6. Uses process misuses especially in presenting untruthful data and evidence.

VIII. Attorney-at-law and law trainee

a) Basic rule

143. The training of law trainees for legal profession is in the best interest of legal profession and other professions in judicial system.

b) Obligations of Attorneys-at-law

144. When there are needs and possibilities, attorney-at-law should receive a Graduate Lawyer for law training.
145. Attorney-at-law is obliged to:
 1. Enable law trainee to independently work as an attorney-at-law or perform other jobs of the judicial system, by transferring to him all the necessary knowledge and

- experience, by vesting him exercise in various procedures and cases, and by dedicating full attention to his training, supervising and directing his work;
2. Instruct the law trainee about the contents of Articles of Association and Codex;
 3. Report law trainee to the Bar association and other authorized organs, and not to receive and report a law trainee for whom he knows that his work would be false and not permanent;
 4. Reward law trainee according to the law and contract;
 5. Enable work conditions according to the law and contract, and not to use him for the jobs not related to law trainee practice;
 6. Give law trainee enough free time to prepare the bar exam;
 7. Not to conclude contracts with law trainee about division of profit or partnership contracts;
 8. Treat a law trainee of another attorney-at-law, both in hearings and after hearings, with pedagogical tact and not to misuse his inexperience and insufficient knowledge.

c) Obligations trainee

146. Law trainee is obliged to:

1. Treat the attorney-at-law for whom he works with respect and to follow his instructions and orders, except if contrary to the law, Articles of association and Codex;
2. Learn about the contents of Articles of Association and Codex and follow their regulations and rules;
3. Use the law trainee practice for the thorough acquisition of knowledge and experience and try to enable himself for independent work as much as possible;
4. Work really and permanently and at the same time not have another profession;
5. Not to receive his own clients and not to have his own cases;
6. To introduce himself in the first official meeting to other attorneys-at-law, judges and other representatives of authority bodies.

IX. Attorney-at-law and opposing party

a) Basic rule

147. Attorney-at-law should assume that the opposing party acts with the equal sense of justice and equal belief in rights as its client.

b) Relation towards opposing party

148. Attorney-at-law is obliged to treat the opposing party politely but not in a hesitant manner, indulgently and at the damage of decisive representation of his client's interests.

149. It is opposing to the rules of Codex when attorney-at-law:

1. Uses lack of knowledge, misconception, or fear of the opposing party, especially when it does not have a representative, to achieve unjustified success for his client;
2. Uses threat or force towards the opposing party or indicates damaging consequences without base;
3. Provokes the opposing party to act in a non-allowed manner;
4. Starts talking and negotiation with opposing party, without the knowledge of his client, or in a manner described in Rule 120.9;

5. Encourages his client to initiate criminal prosecution or he himself initiates prosecution, except if it is necessary to provide the interest of client, due to impolite statements given by opposing party about him or his client due to excitement caused during the hearing.

G. TRANSITIONAL AND FINAL RULES

150. The rules of this Codex will be applied in disciplinary cases not finished with absolute decisions only if more favorable for attorney-at-law against whom disciplinary procedure is led.
151. This Codex goes into effect on the eighth day after being published on the advertisement board of the Bar Association of Yugoslavia in Belgrade.

No. 1/1-99

In Belgrade, January 16, 1999

THE BAR ASSOCIATION OF YUGOSLAVIA

CHAIRMAN OF THE
BAR ASSOCIATION OF YUGOSLAVIA
Attorney-at-law Tomislav S. Dedic (sign.)

This Codex is displayed on the advertisement board of the Bar Association of Yugoslavia, on April 6, 1999 and it goes into effect on April 14, 1999.

DEPUTY CHAIRMAN OF THE
BAR ASSOCIATION OF YUGOSLAVIA
Attorney-at-law Milan Vujin (sign.)