

# **Rules of proper professional conduct for attorneys**

**Adopted at the meeting of the Delegation of the Bar Association on 15 January 2009.  
These Rules will enter into force on 1 April 2009.**

## **1. INTRODUCTION**

An attorney shall honestly and conscientiously fulfil the tasks entrusted to him/her and shall at all times observe the rules of proper professional conduct for attorneys (Section 5, Subsection 1 of the Advocates Act and Section 35, Subsection 1 of the rules of the Finnish Bar Association).

### **1.1 Proper professional conduct for attorneys - Binding nature and sources**

The requirements of proper professional conduct for attorneys are set forth in the relevant legislation and in the Rules of the Finnish Bar Association (hereafter the “Bar Association”) as well as in

1. these rules of proper professional conduct for attorneys (hereafter the “Rules of Conduct”);
2. other guidelines that are binding on attorneys;
3. decisions on oversight and disciplinary matters; and
4. acceptable practices approved by the Bar.

The main elements of proper professional conduct for attorneys have been summarised in these Rules of Conduct. The Rules of Conduct do not, however, constitute an exhaustive description of proper professional conduct. Therefore, what has not been specifically prohibited in the Rules of Conduct cannot necessarily be considered permissible.

The decisions and other opinions of the executive bodies of the Bar Association contain interpretations of proper professional conduct.

In addition to legal provisions on the performance of assignments, an attorney shall observe proper professional conduct.

### **1.2 Cross-border activities**

In cross-border activities within the European Union and the European Economic Area, attorneys shall primarily observe the rules of conduct of European attorneys, to the extent the Delegation of the Bar Association has established such rules to be binding on Finnish attorneys, and secondarily these Rules of Conduct.

When handling an assignment in a Member State of the European Union or the European Economic Area other than Finland, an attorney shall, in addition to what is prescribed above, observe the professional rules of conduct of the country in question.

<p><b>2. THE BAR AS PART OF SOCIETY</b></p>
<p><b>2.1 Rule of law</b></p> <p>A state governed by law is founded on respect for the rule of law and justice, which shall be supported by the Bar through its activities.</p>
<p><b>2.2 Independence of the Bar</b></p> <p>Defence of fundamental and human rights and maintenance of the rule of law require the Bar to be independent of government.</p> <p>The right of the Bar to independently ratify rules and regulations to be observed by attorneys and to supervise the observance of such rules and regulations promotes the independence of the Bar.</p>
<p><b>2.3 The Bar as part of the rule of law</b></p> <p>In a state governed by law, the Bar has a central role in implementing and developing the rules of law and the administration of justice, as well as in avoiding and resolving disputes.</p> <p>In their activities, attorneys shall respect</p> <ol style="list-style-type: none"> <li>1. the clients, who are entitled to rely on the loyalty of the attorneys;</li> <li>2. the opposing parties of clients, whom attorneys shall treat in a proper manner and whose legal rights shall be respected; and</li> <li>3. the courts and other authorities, before whom attorneys have an obligation to act in accordance with the law and proper professional conduct, and before whom attorneys shall promote the proper and effective administration of justice.</li> </ol>
<p><b>3. CORE VALUES</b></p>
<p><b>3.1 Loyalty</b></p> <p>An attorney shall be loyal to his/her client. An attorney has an obligation to pursue the client's interests to the best of the attorney's ability in accordance with the law and the rules of proper professional conduct.</p>
<p><b>3.2 Independence</b></p> <p>The attorney shall, when conducting an assignment, be independent of any external influence that may impede his/her ability to fully protect the client's interest. The attorney shall not permit the performance of an assignment to be influenced by considerations of his/her own advantage, by inconvenience caused by the matter in question or awkward circumstances related thereto, by consideration of social status, nationality, race, gender, political or religious beliefs of the parties</p>

involved, or by other similar circumstances.

An attorney shall retain his/her independence during the performance of any assignment, even though doing so may require actions or solutions that may not please the client, the opposing party, the authorities or third parties.

### **3.3 Impartiality**

An attorney shall be impartial when accepting and performing an assignment.

### **3.4 Confidentiality**

An attorney shall not, without due permission, disclose the secrets of an individual or a family, nor disclose any business or professional secrets which have come to the attorney's knowledge in the course of his/her professional activity (obligation of secrecy).

Furthermore, an attorney may not, without permission, disclose any other information about the client and the client's circumstances which the attorney has learned in the course of his/her professional activity (obligation of confidentiality).

### **3.5 Integrity**

An attorney shall honourably fulfil the tasks entrusted to him/her, and the attorney's conduct shall be correct and to the point. An attorney shall, both in his/her practice and elsewhere, refrain from any actions that might be considered demeaning to the Bar or be likely to decrease public confidence therein.

## **4. GENERAL OBLIGATIONS**

### **4.1 Care and efficiency**

All assignments shall be carried out with due care, accuracy and adequate promptness, avoiding unnecessary expense.

### **4.2 Professional expertise**

An attorney has an obligation to maintain and develop his/her professional expertise and to monitor and observe legal developments, especially in the areas of law in which the attorney operates. An attorney shall regularly participate in further training.

An attorney may not accept an assignment in respect of which he/she lacks the necessary expertise or in which he/she is otherwise unable to ensure the proper handling of the assignment.

### **4.3 Obligation of secrecy**

An attorney's obligations of secrecy and confidentiality are unlimited in time. However, a party protected by the obligations of secrecy and confidentiality is entitled to release the attorney from

the said obligations.

An attorney may, in addition, be released from the obligation of secrecy and confidentiality to the extent that

1. an obligation exists under the law or under the rules of the Bar Association;
2. it is necessary in order for the attorney to defend him/herself against claims made against him/her; or
3. it is necessary for the collection of outstanding receivables from a client.

#### **4.4 Management of client funds**

An attorney shall keep moneys and assets of others (hereafter “client funds”) separate from his/her own assets.

An attorney shall duly inform the party entitled to the client funds of the accrual and use of the said funds.

Upon expiration of the reason for holding the client funds, the attorney shall, without delay, deliver the client funds to those who are entitled thereto.

Upon termination of an assignment, the attorney shall, without delay, submit the final accounts to the party entitled to the funds.

An attorney may not set pre-approval of the accounts by those entitled to the funds as a condition for the attorney’s disbursement of the said funds.

#### **4.5 Obligation to respond**

An attorney has an obligation to respond, within a reasonable period of time, to all communications received by the attorney in his/her practice, unless doing so is manifestly unnecessary due to a previous response or other similar reason.

If an attorney has declared his/her services to be available in a foreign language, the attorney is obligated to use the said language in his/her practice when necessary.

#### **4.6 Remuneration for procuring assignments**

An attorney may not give or promise to give anyone a part of the attorney’s fee nor any other remuneration for procuring an assignment.

#### **4.7 Utilisation of recordings**

An attorney may not assist in using a person’s statement recorded without that person’s knowledge

as evidence or for any other purpose, unless there is a justified reason for doing so.

## **5. THE ATTORNEY -CLIENT RELATIONSHIP**

### **5.1 Acceptance of assignments**

Prior to accepting an assignment, the attorney shall establish that he/she is not disqualified.

Unless obligated by law to carry out an assignment, an attorney is entitled to decide whether or not to accept an assignment.

If an attorney is unwilling to accept an assignment, the attorney shall inform the client thereof without undue delay. The attorney is not obligated to provide a reason for declining an assignment.

### **5.2 Limitation of liability**

An attorney may limit liability towards a client, unless this would be deemed unreasonable considering the nature of the assignment and other circumstances. Liability towards a consumer may not be limited without a specific reason. Liability may never be limited below the minimum amount approved by the Bar Association from time to time in accordance with the professional liability insurance.

### **5.3 Transfer of assignments**

An attorney may not transfer the handling of an assignment to anyone outside his/her office without the client's consent.

If the client has requested that an attorney conduct an assignment personally, the attorney may not transfer that assignment to another attorney in the same office without the client's consent.

An attorney shall also comply with the specific provisions on the obligation to request permission from the court or another authority to transfer an assignment in court cases and appointments made by a court or other authority.

### **5.4 Communication with clients**

The attorney shall keep the client informed of progress on the assignment and shall, in particular, ensure that the client receives information on rulings, decisions or settlements in the matter without delay.

The client's inquiries pertaining to the assignment shall be answered without undue delay, unless it is manifestly unnecessary due to a previous response or other similar reason. If it is not possible to provide an answer, the attorney shall ensure that the client is informed of when he/she will be able to reply.

<p><b>5.5 Obtaining approval for important decisions</b></p> <p>An attorney shall submit all important measures concerning the interests of the client for approval by the same, unless prevented by the urgency of the matter or by other compelling reasons.</p>
<p><b>5.6 Prospects of settlement</b></p> <p>During the course of an assignment, the attorney shall assess the possibility of an amicable settlement or the use of alternative dispute resolution methods.</p>
<p><b>5.7 Business transactions with clients</b></p> <p>An attorney shall refrain from any business transactions with the client which are not related to the attorney's advocacy practice.</p>
<p><b>5.8 Obligation to withdraw from assignments</b></p> <p>An attorney has an obligation to withdraw from an assignment if, after acceptance of the assignment, the attorney becomes aware of circumstances due to which he/she has been or has become disqualified.</p> <p>Furthermore, an attorney has an obligation to withdraw from an assignment if</p> <ol style="list-style-type: none"> <li>1. a legal excuse or a comparable compelling reason prevents the attorney from carrying out the assignment; or</li> <li>2. the client requests the attorney to act in violation of the law or of proper professional conduct and insists on such request, despite notification of the illegality or impropriety of the act.</li> </ol>
<p><b>5.9 Right to withdraw from assignments</b></p> <p>An attorney may not withdraw from an accepted assignment without the consent of the client, unless the attorney is under an obligation to do so, the client acts deceitfully, a lack of confidence between the client and the attorney has arisen due to the client's actions or there are other particular reasons for withdrawal.</p> <p>Such particular reasons are deemed to exist if the client, even after discussion with the attorney,</p> <ol style="list-style-type: none"> <li>1. disagrees substantially with the attorney on how the assignment should be handled;</li> <li>2. in essential respects disregards the advice of the attorney;</li> <li>3. substantially neglects his/her obligation to co-operate;</li> <li>4. behaves improperly or creates an unreasonable burden on the attorney; or</li> <li>5. is in default on an advance payment or payment of an invoice to the attorney.</li> </ol>
<p><b>5.10 Procedure for withdrawal from assignments</b></p>

Upon withdrawal from an assignment, an attorney shall refrain from any measures that may harm the client's interests. The attorney shall reserve a reasonable period of time for the client to engage another counsel.

The attorney shall inform the client of his/her withdrawal from an assignment and the reasons for such withdrawal without delay.

The attorney shall also comply with the specific provisions on the obligation to request permission from the court or another authority to withdraw from an assignment in court cases and in appointments made by a court or other authority.

#### **5.11 Delivery of documents**

When the assignment has been completed or has otherwise come to an end, the documents belonging to the client shall be returned to the client.

#### **5.12 Attorney's fees**

The fees to be paid by the client to the attorney shall be reasonable and shall be in accordance with laws and regulations, as well as the guidelines of the Bar Association.

#### **5.13 Coverage of legal expenses from external funds**

An attorney shall, on his/her own initiative, inform the client of the possibility to cover legal costs by legal expenses insurance or public funds.

#### **5.14 Claims for costs**

Where feasible, costs incurred by the client in connection with the assignment should be requested to be reimbursed by the opposing party.

At trial, the attorney shall evaluate the opposing party's claims for costs and present the necessary comments on such claims.

#### **5.15 Dispute over fees**

An attorney shall aim to amicably resolve any dispute between the client and the attorney concerning an invoice.

If the client objects to an invoice, the attorney shall inform the client of the procedure for submitting a dispute over fees to the Disciplinary Board of the Bar Association.

### **6. DISQUALIFICATION**

#### **6.1 Disqualification in the same matter**

An attorney may not accept an assignment in the same matter from two or more clients if there is a conflict or a significant risk of a conflict between the interests or rights of those clients.

An attorney may, however, accept an assignment from two or more clients in matters concerning the drafting of an agreement or mediation, even though the clients may have conflicting interests, provided that all parties request his/her assistance. In such case, the attorney has an obligation to equally observe the interests of all the clients, and he/she is prohibited from assisting any of them in case of a later dispute.

### **6.2 Disqualification based on obligation of loyalty**

An attorney may not accept an assignment against a current or former client if acceptance of the assignment breaches the obligation of loyalty towards a new client or a current or former client who is the opposing party, unless the clients give their consent.

The scope of an attorney's obligation of loyalty during an assignment, and the duration of the obligation after termination of the assignment, is determined by, among other things, the nature and scope of the assignments, the importance of the matter to the client, as well as the length of the client relationship and the importance of the client to the attorney.

### **6.3 Disqualification based on obligations of secrecy and confidentiality**

An attorney may not accept an assignment if facts obtained in another assignment which fall within the scope of the obligation of secrecy or confidentiality could impair the attorney's ability to fully protect the client's interests.

An attorney may, however, accept an assignment if the attorney has obtained consent to use the information covered by the obligations of secrecy and confidentiality from the party protected by the said obligations. Consent may not be requested for the purpose of using the information against the party giving the consent.

### **6.4 Disqualification based on financial or personal interests**

An attorney may not accept an assignment if the attorney, or a person close to him/her, or a person working in the same office or office community, has a personal or financial connection to that assignment which may impair the attorney's ability to fully protect his/her client's interests.

Unless the connection is significant, consent by the client authorises the attorney to accept the assignment.

### **6.5 Disqualification in law firms and office communities**

The provisions set out in Rules 6.1–6.3 shall apply to the attorney him/herself, as well as to persons working in the same law firm or office community.

The disqualification referred to in Rule 6.4 shall not prevent an impartial attorney practising in the same law firm or office community from handling the assignment.

### **6.6 Obtaining consent**

Prior to obtaining the consent referred to in Rules 6.2, 6.3 and 6.4, the attorney shall explain to the client in detail the circumstances constituting disqualification, in order for the client to be able

to sufficiently consider whether to give consent. An attorney may not request consent from a client who may be considered unable to comprehend the implication of such consent.

Consent must be obtained without violation of the attorney's obligations of secrecy and confidentiality.

## **6.7 Change of office**

### **Disqualification in a new office**

When an attorney or other lawyer has relocated to a new office, the attorneys in the new office shall take into account in their disqualification assessment the assignments previously conducted by the said attorney or lawyer, as well as information relating to such assignments that falls within the scope of the obligations of secrecy and confidentiality which the said attorney or lawyer has otherwise performed.

### **Personal disqualification of a relocated attorney**

An attorney who has relocated to a new office may not personally handle an assignment in that new office if

1. the previous law firm of such attorney represents the opposing party of a client of the new office; and
2. the assignment from the opposing party was given to the previous law firm prior to the attorney's relocation to the new office.

The conditions mentioned above do not prevent an impartial attorney in the new office from handling the assignment.

### **Disqualification in the previous office**

Notwithstanding the relocation of an attorney to a new office, in their disqualification assessment attorneys of the previous office shall take into consideration the assignments handled by the relocated attorney at the said previous office.

## **6.8 Information of circumstances affecting the assessment of disqualification**

If an attorney deems him/herself to be impartial, but is aware of circumstances which may give rise to justifiable doubts about his/her impartiality, the attorney shall inform the client of these circumstances.

The said obligation to inform must be fulfilled without violating the attorney's obligations of secrecy and confidentiality.

## **7. RELATIONSHIP BETWEEN ATTORNEY AND OPPOSING PARTY**

### **7.1 Amicable settlement**

An attorney may not, without specific reasons, take legal action without informing the opposing party of his/her client's demands and without giving the opposing party reasonable time to consider the claims, as well as an opportunity to reach an amicable settlement.

<p><b>7.2 Invoking proposal for settlement</b></p> <p>An attorney may not outside of contract negotiations and without the consent of the opposing party invoke a proposal for settlement made by that party.</p>
<p><b>7.3 Prohibition against undue pressure</b></p> <p>An attorney may not unduly pressure the opposing party. Thus, the following measures are prohibited:</p> <ol style="list-style-type: none"> <li>1. unjustified reports to the police or the prosecuting authorities or to other authorities, as well as threats to make such unjustified reports;</li> <li>2. threats to spread defamatory information about the opposing party; as well as</li> <li>3. approaches to third parties without valid reasons, as well as threats to make such approaches.</li> </ol> <p>An attorney may not make derogatory statements against the opposing party unless such statements are necessary for the handling of the case in question or are otherwise required for due protection of the client's interests.</p>
<p><b>7.4 Notification to opposing parties</b></p> <p>If the opposing party does not have his/her own legal adviser, such party must be informed, if necessary, that the attorney's assignment does not include the protection of the opposing party's interests . In addition, the attorney shall, if necessary, advise the opposing party to obtain his/her own counsel.</p> <p>An attorney may not mislead the opposing party by giving the said party information as to facts or provisions of law which the attorney knows to be untrue.</p>
<p><b>7.5 Itemisation of claim for costs</b></p> <p>In legal proceedings, the opposing party must be provided with an adequate itemisation of the legal expenses in order to be able to assess their reasonableness.</p>
<p><b>8. RELATIONSHIP BETWEEN ATTORNEYS AND THE AUTHORITIES</b></p>
<p><b>8.1 Respect</b></p> <p>An attorney shall show the court the respect due to it in its exercise of judicial power. An attorney may not attempt to influence a court through improper means, nor may an attorney subject the work or rulings of the court to inappropriate criticism.</p>
<p><b>8.2 Obligation of truth in evidence</b></p> <p>An attorney may not in proceedings before a court make statements that he/she knows to be untrue, nor contest information that the attorney knows to be true.</p> <p>An attorney does not have an obligation to verify the accuracy of information provided by the client,</p>

<p>unless he/she has specific reasons to do so.</p> <p>An attorney may not contribute to the destruction or distortion of evidence. An attorney is not obligated nor entitled to present evidence or information detrimental to the client against the client's wishes, unless so obligated by law.</p>
<p><b>8.3 Other authorities and arbitrators</b></p> <p>The aforementioned rules concerning the duties of an attorney towards a court also apply in relation to other authorities and to arbitrators.</p>
<p><b>8.4 Witnesses, experts and other persons to be heard</b></p> <p>An attorney may not attempt to exert undue influence on a witness.</p> <p>An attorney is entitled to communicate with the witnesses nominated by the opposing party.</p> <p>An attorney may not make statements which are derogatory to the witness, unless such statements are necessary for the handling of the case in question or are otherwise required for the due protection of the client's interests.</p> <p>The aforementioned rules concerning witnesses also apply to experts and other persons to be heard.</p>
<p><b>9. RELATIONSHIP BETWEEN ATTORNEYS AND OTHER BAR REPRESENTATIVES</b></p>
<p><b>9.1 Consideration towards other members of the profession</b></p> <p>An attorney shall, without compromising the interests of the client, show consideration and respect towards the other representatives of the profession and shall refrain from inappropriate criticism of such persons.</p> <p>Internal disputes relating to the legal profession shall primarily be settled amicably.</p>
<p><b>9.2 Communication with opposing parties</b></p> <p>If the opposing party of a client has engaged legal counsel, an attorney may not, without specific reasons, approach the opposing party directly without the consent of the opposing party's legal counsel. The opposing party's legal counsel shall be informed of such communication.</p>
<p><b>9.3 Retaining the services of another attorney</b></p> <p>If an attorney uses the services of another attorney on the client's behalf, the attorney shall be liable for the fees and costs of the other attorney, unless otherwise agreed.</p>
<p><b>10. PUBLICITY AND MARKETING</b></p>
<p><b>10.1 Publicity</b></p> <p>An attorney may, with the consent of the client, give public statements on matters relating to the</p>

client's case. Such communication shall be appropriate and the publicity may not be used in order to pursue the personal interests of the attorney.

## **10.2 Marketing**

Advertising and other marketing of legal services shall be truthful, appropriate and in compliance with the values of the Bar. Inappropriate offering of legal services to persons in a state of distress due to, for example, an accident or other similar reason is prohibited.

Identification of a client by name or provision of other information about a client for marketing purposes is permitted only with the client's consent.

An attorney may not procure an assignment by approaching another party in an ongoing assignment handled by him/her, unless

1. the attorney has the client's consent to do so;
2. it is in the interest of the client or the proceedings; and
3. the attorney has a justified reason to assume that the party has not already given the assignment to another attorney.

An attorney may not permit a third party to advertise his/her services in a manner that would be prohibited for the attorney him/herself.

## **11. ORGANISATION OF A LAW FIRM**

### **11.1 Regional scope of application**

The Rules of Conduct concerning the organisation of an office apply only to offices located in Finland.

### **11.2 Office community**

Advocacy may be practised in an office community.

An office community refers to a consortium of two or more law firms or independent attorneys practising in Finland or in Finland and abroad, who have joint office premises or joint staff who participate in performing tasks related to advocacy. An office community may also consist of the aforementioned law firms or independent attorneys engaging in other co-operation of a kind that gives the impression of advocacy being practiced for a common account.

An attorney shall also observe the obligations of secrecy and confidentiality with respect to attorneys and lawyers of other law firms belonging to the office community. In an office community an attorney is, notwithstanding the obligation of confidentiality, entitled to assess whether or not he/she is disqualified from handling an assignment.

### **11.3 Business name and identifiers**

The business name of a law firm shall be truthful, shall reflect the dignity of the Bar and shall not be misleading. The business name shall contain the word “asianajotoimisto” or a Finnish or Swedish derivative thereof.

An attorney may not allow a third party to use material bearing the attorney’s name, business name or contact or identification information.

#### **11.4 Other activities**

In his/her law firm, an attorney may not conduct activities other than the practice of advocacy and activities directly related thereto.

An attorney shall maintain his/her law firm as a single entity. An attorney may not perform activities whose main purpose is to provide legal services separately from the attorney’s own practice.

An attorney is obligated to keep his/her advocacy practice financially and functionally separate from unrelated professional and business activities.

#### **11.5 Supervision of personnel**

An attorney shall ensure that his/her office organisation is in good order and shall supervise and monitor the work of the office personnel. An attorney shall, in particular, ensure that the office personnel also abide by the rules of proper professional conduct.

The attorney shall furthermore ensure that, in addition to the office personnel, other persons conducting services either on a full-time or temporary basis observe the obligations of secrecy and confidentiality.

An attorney may not permit his/her office staff to practise advocacy on their own account.

#### **11.6 Security of information systems**

The attorney shall ensure that the security of information systems in the office does not allow third parties to view client information without authorisation.

#### **11.7 Professional liability insurance**

The attorney or the law firm shall be insured against financial loss by professional liability insurance in accordance with separate guidelines.

#### **11.8 Absence of an attorney and interruption or discontinuation of the practice**

The office must have an organisation which ensures that clients do not risk loss of their rights due to the absence of an attorney or the unexpected interruption or discontinuation of the advocacy

practice.

## **12. RELATIONSHIP BETWEEN ATTORNEYS AND THE BAR ASSOCIATION**

### **12.1 Provision of information**

An attorney shall respond openly, truthfully and within the prescribed time to questions concerning matters set out in the Advocates Act and Rules of the Bar Association. An attorney may not refuse to provide such information by invoking the obligation of secrecy or confidentiality.

### **12.2 Reimbursement of expenses**

An attorney may not request the reimbursement of expenses accruing from a disciplinary matter or fee dispute handled by the Disciplinary Board from the person who has initiated the said matter, or from any other party.

### **Separate provision on implementation relating to the Rules of Conduct**

Proper professional conduct for attorneys is set forth in the rules of proper professional conduct for attorneys ratified by the general meeting of the Finnish Bar Association on 9 June 1972 (as amended), which are replaced as of 1 April 2009 by the rules concerning proper professional conduct for attorneys that are now adopted.

The rules concerning proper professional conduct for attorneys that are now adopted shall apply also in respect of supervision matters pending at the time of the said rules entering into force. As regards sanctions in actions or incidents of negligence, the rules which lead to more lenient sanctions for the attorney shall be applied.