

# **RULES OF PROFESSIONAL CONDUCT FOR LAWYERS**

adopted by the Conference of Lawyers on 19 June 2004

## **PREAMBLE**

In a society founded on respect for democracy and the rule of law as one of the most important constitutional principles a lawyer plays a vital role. The lawyer must serve the interests of justice as well as the interests of those, whose rights and liberties he is entrusted to defend or represent. A lawyer's function therefore lays on him a number of legal and moral obligations in relation to:

- his clients,
- courts and other authorities before which the lawyer pleads his client's case or acts on his client's behalf,
- the public for whom the existence of a liberal and independent legal profession is an essential means of safeguarding human rights and freedoms in face of the power of the state.

The Rules of Professional Conduct for Lawyers are rooted in Act No. 586/2003 Coll. on the Legal Profession and on amending Act No. 455/1991 Coll. on Business and Self-Employment Services (Business Licensing Act) as amended (hereinafter referred to as the "Act"), and in traditions of the Slovak legal profession based on the moral and professional values inherited from the past generations of lawyers and their creative work.

These Rules govern and regulate terms and conditions as well as procedures followed and applied in the course of practising law. Within the limits of law, these Rules of Professional Conduct also apply to the joint practice of law by several lawyers, trainee lawyers and foreign entities operating in Slovakia.

The Rules of Professional Conduct also comprise the lawyers' code of ethics. They enshrine the rules of professional ethics which a lawyer is obliged to abide by and according to which he shall practise with a view not to bringing the legal profession into disrepute.

## **PART ONE LAWYERS AND THEIR PROFESSION**

### **Section 1**

- (1) A lawyer is a person whose name is entered on the roll of lawyers [Sec. 2(1) of the Act].
- (2) For the purposes of the Rules of Professional Conduct for Lawyers (hereinafter referred to as the "Rules"), the lawyer is also a cross-border European lawyer (Sec. 31 et seq. of the Act), registered European lawyer (Sec. 38 et seq. of the Act), foreign registered lawyer (Sec. 46 et seq. of the Act) and an international legal practitioner (Sec. 50 et seq. of the Act).

### **Section 2**

- (1) While practising his profession (Sec. 18 et seq. of the Act), the lawyer is obliged to apply his knowledge and experience, use all the legal means and present legal arguments

in the way that in his opinion will be to the client's best advantage within the limits of law.

- (2) The lawyer is obliged to observe the rules of fair competition and ensure the dignity of the legal profession.
- (3) The lawyer may render legal services only within the limits of his independent and liberal practice of law. That shall not apply to any duties and obligations ensuing from the lawyer's membership in a political party, political movement or interest group, provided that legal services are rendered free of charge. The lawyer may neither participate in any activities of persons, who render legal services without a statutory authority and licence, nor support such activities.
- (4) The lawyer shall not accept any representation that would bring the legal profession, its honour and dignity into disrepute. He is entitled to use only such means that are in compliance with the generally binding legal rules, principles of courtesy and ethics.

## **PART TWO RELATIONS WITH CLIENTS**

### **Section 3**

Lawyer-client relationship is based on their mutual trust.

### **Section 4**

Lawyers practising their profession as members of the grouping [Sec. 12(1), items b) through e) of the Act] shall refrain from acting for any clients whose interests are in conflict, or if there is a threat that in the course of representation such a conflict of interest might arise.

### **Section 5**

- (1) When rendering legal services, the lawyer shall always bear in mind that the client's legitimate interests and rights take priority over other interests of the lawyer or those of fellow members of the legal profession.
- (2) The lawyer shall act accordingly with a due professional care also in the matters, in which he was appointed by the court or by the Slovak Bar Association (hereinafter referred to as the "Bar") to act for a person, as well as in the matters of other clients.
- (3) Without the client's prior consent, the lawyer shall not have the right to verify, whether the information about the facts of the case supplied by the client is correct, true or complete. If the lawyer has reasonable doubt about the correctness or completeness of the said information, he shall instruct the client about possible legal implications of such information; however, the possibility to withdraw from representation shall not be affected thereby.
- (4) As a result of disclosing any information learnt in connection with the provision of legal services about the client or from the client, the lawyer shall not cause any harm to the client and shall not give any advantage to himself or to any third person to the client's detriment.

## **Section 6**

The lawyer is obliged to:

- a) inform his client duly and on time about the progress of the matter,
- b) inform the client about any important written documents received or sent by the lawyer and without any delay respond to the client's questions concerning the provision of legal services,
- c) handle any documents, which are in his custody and which were provided to him by his client, with a due care.

## **Section 7**

- (1) The lawyer may search for witnesses and question them about the facts of the case; however, he may not exercise any influence on witnesses and alter or distort facts revealed by them. The lawyer may prepare a written record of the facts discovered and he may have it signed by the witness.
- (2) The lawyer is obliged to inform the witness about his rights and obligations, including the fact that the witness is not obliged to sign any written record.
- (3) Subs. 1 above shall apply mutatis mutandis to searching for and collecting other evidence.

## **Section 8**

- (1) The lawyer may produce an audio or video recording from an interview with a client or a third person, only if the client or the third person was informed about the same prior to the beginning of the recording.
- (2) The lawyer may produce and use any documents and instruments of a private nature, pictures, photos and audio or video recordings related to an individual or his actions, which the client or any third person made available to the lawyer, only with the client's or the third person's prior consent.

## **Section 9**

- (1) The lawyer is obliged to treat any information learnt in connection with the practice of law as strictly confidential (Sec. 23 of the Act). He is obliged not to reveal any personal data which are protected under a separate law.
- (2) The lawyer is obliged to inform all the persons, who assist him in the provision of legal services, about the scope of their statutory duty of confidentiality, even about such persons' obligation to testify as witnesses.
- (3) The duty of the lawyer and persons assisting him in the provision of legal services not to disclose any information relating to the representation shall even survive termination of such representation.
- (4) The lawyer in whose flat or law firm a search is conducted, is obliged to notify the appropriate authority which conducts the search of the lawyer's statutory duty of

confidentiality, therefore of his limited obligation to provide any information, and request that a representative of the Bar or any other fellow lawyer be present thereat as an impartial person.

### **Section 10**

The lawyer provides legal services in return for a fee (Sec. 24, 25 of the Act). He may request a reasonable advance payment for the same from the client. When considering the amount of such reasonable advance payment, the lawyer shall take account of the real estimate of the total amount of the fee and envisaged disbursements.

### **Section 11**

- (1) The lawyer or a company providing legal services (hereinafter referred to as the “company”) are obliged to keep full and accurate records of all the funds accepted in the course of their practice. The lawyer is obliged to clearly distinguish the client’s funds and third parties’ funds held by him.
- (2) The lawyer shall not set-off any claim arising out of his provision of legal services or in reimbursement of the out-of-pocket expenses incurred by him against his client’s or third party’s funds which were held on a special account. The lawyer shall immediately and without any delay transfer this client money to the beneficiary.
- (3) Money, valuables and other property values held by the lawyer or by the company in trust for a specific purpose must be held in trust with a due professional care. The lawyer and the company may use the same solely for the specific purpose for which they are held. Once their representation has come to an end, they shall account for the said money, valuables and other property values, or return the same. Unless agreed otherwise, they are obliged to provide the client or the third person with any increases in value.

### **Section 12**

The lawyer and the company are obliged to keep full and accurate books of account and accounting records and safely deposit any relevant instruments in accordance with the generally binding legal rules.

### **Section 13**

After the representation has come to an end, the lawyer or the company shall settle the matter with the client financially and return to him all the instruments which they were entrusted with.

## **PART THREE RELATIONS WITH OTHER LAWYERS**

### **Section 14**

- (1) Lawyers shall act fairly and courteously towards one another. They are obliged to respect justified interests of their fellow lawyers.

- (2) Any statement made by the lawyer should be factual, objective and should not be knowingly false.
- (3) If a lawyer believes that his fellow lawyer has been acting contrary to the Bar's internal rules and regulations, he shall draw the default to the attention of his colleague in the adequate manner.

### **Section 15**

- (1) Before a lawyer proceeds against his fellow lawyer in a court of law or initiates any similar proceeding against his fellow lawyer based on the claim concerning the practice of law, in order to preserve the integrity and dignity of the legal profession the lawyer is obliged to try to settle the dispute amicably through conciliation involving the appropriate Slovak Bar Association bodies. However, this shall not apply if at least one party to a dispute is a non-lawyer.
- (2) Before a lawyer proceeds against his fellow lawyer in a court of law or initiates any similar proceeding against his fellow lawyer based on the claim that does not concern the practice of law, he shall notify the Bar Council thereof.
- (3) In the event of any disputes or dissensions arising between lawyers, any of them may at anytime ask the Bar to conduct conciliation.
- (4) Before a lawyer instructed by the client proceeds against his fellow lawyer in a court of law or initiates any similar proceeding against his fellow lawyer, or if a lawyer intends to take vigorous action against his fellow lawyer, he is obliged to provide his fellow lawyer an opportunity to settle the matter in an agreeable manner through conciliation, provided that such a course of action is not contrary to the client's interests or instructions.
- (5) Conciliation shall be conducted by a conciliator appointed ad hoc by the President of the Bar from among two candidates within ten days after receipt of the application. The lawyer seeking conciliation and his fellow lawyer who is in a dispute with him (hereinafter referred to as the "party") are obliged to submit to the conciliator all the necessary information and supporting documentation. They are also obliged to attend the conciliation hearing. The conciliation shall be completed not later than within two months from the appointment of the conciliator in an understanding between the parties or in a conclusion that the conciliator was not successful in negotiating an understanding between the parties. The costs of conciliation incurred in connection with the appointment and activities of the conciliator shall be borne by the Bar. The parties shall bear their own costs of procedure themselves.

### **Section 16**

The lawyer shall preserve confidentiality concerning any pending disciplinary proceedings pursued against any other lawyers and concerning any disciplinary actions taken against any other lawyers.

### **Section 17**

The lawyer shall without any delay accept any written instrument from any other lawyer and at his request confirm its receipt.

### **Section 18**

If the adverse party is represented by a lawyer or a company, the lawyer shall communicate solely with this lawyer or the company acting for the adverse party. Should the lawyer or the company in the efforts to avoid any procedural delay communicate directly with the adverse party, they shall without any undue delay notify the representative of the adverse party of such communication.

### **Section 19**

- (1) The lawyer may agree to the representation of the client previously represented in the same matter by another lawyer or company, only if he has made sure that the prior representation was brought to an end; he shall immediately notify his fellow lawyer or a company that previously represented the client and the court handling the case of having agreed to the representation.
- (2) The lawyer or the company, whose power of attorney came to an end in the manner contemplated in Sec. 1 above, are obliged to send any written instruments relating to the matter to the lawyer or the company that have been granted a new power of attorney in the case.

### **Substitution and Requesting Section 20**

- (1) The assigning lawyer, who delegates his powers of representation to another lawyer (substitution), may do so only upon their prior mutual agreement; however, such representation shall not be contrary to the client's will.
- (2) The assigning lawyer shall in writing inform his substitute about all the substantial and material facts of the matter in which he is to represent the client. Other than written information is acceptable only if the matter is urgent, or if the lawyer delegated the powers of representation orally. The assigning lawyer-client relationship shall be subject to Sec. 6 above.
- (3) The lawyer who was granted a power of attorney by the client shall be held responsible for a due substitution in the matter. The substitute shall be held responsible to the lawyer who had been granted the power of attorney for a due handling of the matter under substitution.
- (4) The substitute shall
  - a) follow the assigning lawyer's instructions; he may depart from such instructions only if such an act is evidently to the benefit of the client who is present at the act in person and fully agrees therewith,
  - b) before the act explain the substance of the matter to the client and respond to any questions arising in connection with this matter. After the act the lawyer is obliged to explain to the client the court's decision and if applicable also any further action to be taken in the matter, including any advice on remedies.

- (5) Not later than within 8 days after having done the act the substitute shall submit to the assigning lawyer a written report on the way of handling the substitution and the result thereof.

### **Section 21**

In the case the substitute rejects the representation he shall immediately notify the assigning lawyer thereof. However, if there is a threat of any procedural delay, the substitute is obliged to take all the necessary measures in order to prevent any adverse consequences for the assigning lawyer or his client.

### **Section 22**

Unless otherwise agreed with the assigning lawyer, the substitute is entitled to a remuneration equal to the basic tariff fee as well as to the reimbursement of out-of-pocket expenses incurred in connection with the substitution. The assigning lawyer is liable to the substitute for a due and timely payment of the substitution fee.

### **Section 23**

The lawyer shall inform other lawyer within a reasonable time limit about the manner of dealing with his request, or inform him about any obstacles hindering the realization of the request.

### **Section 24**

If the lawyer asks a lawyer whose principle place of business is outside of the Slovak Republic and who is not licensed to provide legal services in the Slovak Republic by virtue of law, he shall be liable to him for the payment of the agreed fee and reimbursement of any out-of-pocket expenses incurred by him, unless agreed otherwise. The assigning lawyer shall be held liable for any mistakes or inaccuracies in respect of the agreement with the client on the attorney's fees.

## **PART FOUR RELATIONS WITH THE BAR ASSOCIATION**

### **Section 25**

- (1) The lawyer shall abide by all the internal rules and regulations approved by the Conference of Lawyers.
- (2) The lawyer is obliged to abide by all the resolutions passed by the Conference of Lawyers and by the Bar Association Council, provided that he was notified thereof. Any such resolution shall be deemed to have been communicated if it was delivered to the lawyer or published in the Bar's journal.

### **Section 26**

- (1) At the request of the Bar, the lawyer shall to a reasonable extent participate in projects aimed at promotion and protection of human rights and freedoms.
- (2) Under the terms and conditions specified in Subs. 1 above, the lawyer shall participate in projects aimed at the development of a democratic state with the rule of law or improvement of the Slovak legislation.

### **Section 27**

- (1) Attendance at each Conference of Lawyers in person is a matter of honour for each and every lawyer. Should the lawyer be unable to attend, he has the right to issue a written form of proxy to any other fellow lawyer.
- (2) Lawyers who requested to convene an extraordinary Conference of Lawyers are obliged to attend such a conference, unless prevented from doing so for serious reasons. Any unexcused absence is deemed to be a serious willful breach of the lawyer's duties and obligations according to the Act.

### **Section 28**

#### **Death**

- (1) In the case of the lawyer's death the Bar shall identify his possible heirs. At the Bar's request the heirs will within a reasonable period of time appoint a representative from among fellow lawyers, who will liquidate the deceased's law firm in consideration for a fee agreed with the heirs. Relevant Commercial Code provisions and Sec. 18 of the Act shall apply mutatis mutandis to liquidation hereunder.
- (2) In the case the heirs fail to appoint a representative from among fellow lawyers within the period stipulated in Subs. 1 above, the representative shall be appointed by the Bar.
- (3) A written notice of appointment of a lawyer as the heirs' representative shall be delivered by the Bar to the:
  - a) appointed lawyer,
  - b) heirs,
  - c) appropriate court of law.
- (4) The appointed representative (hereinafter referred to as the "representative") is entitled or obliged to refuse representation only on the grounds laid down in the Act.
- (5) The representative shall notify clients, courts or any other authorities, before which the deceased lawyer represented or exercised his right of audience, of the lawyer's death. The representative shall also notify the clients of the possibility to appoint another lawyer and inform them in a suitable manner that any financial rights and obligations resulting from the terminated representation or defence shall pass to the heirs.
- (6) The representative shall return to the clients any instruments and any other written documents which they submitted to the deceased lawyer in the particular matter.
- (7) The representative shall immediately take all the measures in the interest and to the benefit of the clients with a view to preventing any harm to the clients' rights or

legitimate interests. If any deadlines stipulated for filing remedies were missed in consequence of the lawyer's death, clients shall be informed about the possibility to submit an application for a waiver of the lapse of time under relevant procedural rules.

- (8) The representative shall prepare a report on completion of the liquidation, the copies of which shall be sent to the Bar and to the heirs. The report shall list the names of the deceased lawyer's clients or any other circumstances of the liquidation of his law firm. All the files and records gathered during the liquidation shall be submitted to the Bar. At the client's request the Bar will issue a certificate of the client's inclusion in the list, or it will duly co-operate as necessary with a view to preserving statutory confidentiality.
- (9) Any representative appointed to liquidate the law firm shall be entitled to the remuneration agreed upon with the heirs. If the representative fails to agree upon the amount of the liquidation fee with the heirs, the amount to be paid shall be determined by the Bar Association Council, taking account of the circumstances of a particular case. Out-of-pocket expenses incurred in connection with the transportation of the files to the seat of the Bar shall be borne by the Bar.

## **PART FIVE RELATIONS WITH COURTS AND OTHER AUTHORITIES**

### **Section 29**

The lawyer shall act before the courts and any other authorities in such a way so as to avoid any interference with his independence. He shall show due respect towards courts and other competent authorities. His behaviour including his appearance add to the honour and credit of any act he is involved in, as well as to the status and dignity of the entire legal profession.

### **Section 30**

The lawyer shall provide for the receipt of mail at his registered office in accordance with the generally binding legal rules.

## **PART SIX RELATIONS WITH THE TRAINEE LAWYERS AND OTHER EMPLOYEES**

### **Section 31**

- (1) During the apprenticeship period the lawyer or the company shall prepare his trainee lawyer whom he employs for the practice of law. The lawyer or the company shall provide for suitable conditions to the trainee lawyer, thus enabling him to practise law under their supervision duly and properly.
- (2) The lawyer shall inform the trainee about the rules of practising the legal profession.
- (3) The lawyer may authorise the trainee lawyer to do a legal act after his prior preparation. However, such an act shall correspond to the trainee lawyer's professional knowledge and the length of his apprenticeship.

- (3) Without the lawyer's or lawyer-partner's prior consent the trainee lawyer may not accept the power of attorney or agree to act as a defence counsel in a criminal case.

### **Section 32**

The lawyer or the lawyer-partner shall avoid any activity that could result in his financial dependency or any other dependency on his trainee lawyer.

### **Section 33**

During the period of his apprenticeship the trainee lawyer shall follow the lawyer's or the lawyer-partner's instructions. The trainee lawyer's apprenticeship shall be accordingly governed by the provisions regulating the lawyer's obligations.

### **Section 34**

- (1) The lawyer or the lawyer-partner shall keep the records of the trainee lawyer's apprenticeship and at the trainee lawyer's request issue a letter of confirmation relating to the same.
- (2) Any period during which the trainee lawyer for any reason, except for his holiday, did not practise for more than 90 working days in a calendar year, shall not be included in the trainee lawyer's apprenticeship.

### **Section 35**

The lawyer or the company may authorize their employee to do individual acts related to the provision of legal services (extracts from the court files, obtaining documents, etc.). The lawyer or the company can authorize only an employee with a degree in law, economics or technology (as appropriate in respect of the act to be done) to provide legal services.

## **PART SEVEN INFORMATION ABOUT THE PRACTICE OF LAW AND ADVERTISING**

### **Section 36**

- (1) The lawyer, grouping of lawyers or company may use only a uniform designation of their law firm.
- (2) The plate shall be fixed on a building or inside the building in which the office of the lawyer, grouping of lawyers or company is situated. Exceptions shall be subject to the Bar's consent. If necessary with regard to the structural design of the building, directions may be situated inside the building.
- (3) Shape, design and size of the plate may not have a form of an advertisement. The size of the plate with permitted information thereon may not exceed 30 x 60 centimetres.
- (4) If the law firm has several offices, only one plate type shall be in use and the lawyer's, grouping of lawyers' and company's registered address may be indicated on a suitable place.

- (5) The above-mentioned facts shall be of informative nature and shall not express praise of the lawyer, his law firm or the scope of his practice.

### **Section 37**

- (1) Designation of the law firm in which a lawyer practises as a sole practitioner shall include his name and surname and the information that he is a lawyer. It may also include information that it is his law firm.
- (2) Designation of the grouping of lawyers (hereinafter referred to as the “grouping”) shall at least include the lawyer-partner’s name and surname. The designation shall clearly indicate that the grouping is a law firm.
- (3) Designation of the company may in addition to the corporate name and corporate form include names and surnames of shareowners as well as information that they are lawyers. The designation shall clearly indicate that the company is a law firm.
- (4) The name of the law firm which provides legal services shall not be mistaken for the name of the law firm or company that provides legal services in the Slovak Republic or outside of the Slovak Republic.
- (5) The name of the law firm shall not include the surname of an individual who is not and has never been a lawyer-partner.
- (6) The Bar shall keep the register of groupings of lawyers under Sec. 13 of the Act, register of general non-commercial partnerships and limited liability partnerships under Sec. 14 of the Act and the register of limited liability companies under Sec. 15 of the Act, except for groupings or legal entities that were not set up in accordance with Sec. 12(5), Sec. 14 and Sec. 15 of the Act, as their corporate name is contrary to Subs. 4, 5 and 6 above.
- (7) If the corporate name of the company providing legal services or of the law firm is contrary to this provision, the statutory body of such company is within 3 months from the company’s incorporation obliged to ensure that its corporate name registered in the appropriate companies register is in accordance with this provision. Any default on the said obligation shall constitute a professional misconduct of the lawyer (Sec. 56 of the Act).

### **Section 38**

- 1) The lawyer, grouping of lawyers or company may provide the public only with the following information about the provision of legal services and their practice of law:
  - a) information about the lawyer’s, grouping’s or company’s name and place of business or registered seat, including a site map (if any) and contact details (phone, mobile, fax, e-mail). They may also present their photograph, photograph with their partners, trainee lawyers, etc.,
  - b) curriculum vitae of the lawyer, partner or shareowner (date of birth, education, course of practice, language skills, licence number), information about their trainee lawyers and expert staff members working for the lawyer, grouping or company,

- c) field of practice. However, information about their field of practice shall not give praise to the lawyer's, partner's or shareowner's personal or professional qualities, advantages of their legal services, emphasise their professional specialisation or indicate, that the lawyer, partner or shareowner might have any professional or special qualities in a particular branch of law,
  - d) information about co-operation with other lawyers, groupings of lawyers, foreign groupings and companies.
- (3) Information may be published on:
- a) websites,
  - b) information leaflets which, however, may not be available outside the premises of the law firm.

### **Section 39**

- (1) The plate and anything related to the lawyer's designation (seals, stamps, envelopes, letterhead, business card etc.) shall not state or imply the following:
- a) any other title than the permitted one,
  - b) information about his clientele,
  - c) information about the attorney's fees.
- (2) Corporate seals, envelopes and any other stationery shall have an adequate form and design.

### **Section 40**

- (1) The lawyer presents himself by a high quality of services provided to his clients. When practising the profession, but also beyond the limits of his profession, he is expected to act accordingly, always preserving the honour and dignity of the legal profession.
- (2) The lawyer or the company shall not solicit professional employment from the prospective clients via third persons, by promise or by offering a commission therefore. The lawyer or the company may not demand or accept from another lawyer or any other person any fee, commission or any other compensation for referring or recommending the lawyer or the company to the client. He may not demand or accept from another lawyer or any other person a fee, commission or any other compensation for referring or recommending a client.

### **Section 41**

- (1) The lawyer, grouping or the company shall not, even via third persons, make any advertisement
- a) which is, by its nature, content and structure, primarily
    1. in conflict with the legal rules and regulations or the Bar's professional rules,
    2. unfair, non-factual, inappropriate or of a bad taste,
    3. targeted at any specific person or a group of persons,
  - b) in which the lawyer, grouping or the company present themselves as better or cheaper ones, when compared with other fellow lawyers,
  - c) which could bring the status and reputation of other lawyers, their honour and dignity and the whole profession, into disrepute,

- d) on various advertisement spots, billboards and similar advertising media, television or radio programs or in motion pictures.
- (2) Provisions of the previous Subsections and Sections 38 and 39 shall apply mutatis mutandis to advertising via all types of media, telephone, fax, computer networks, Internet and any other form of sponsoring.

#### **Section 42**

When presenting himself to the public, including any contact with the mass media, the lawyer shall not make any self-laudatory statements and shall not praise the activities of the grouping in which he is a member, or the activities of the company in which he is a shareowner, if the company provides legal services.

#### **Section 43**

The lawyer, grouping or the company may disseminate any important information concerning the rise, change or termination of circumstances relevant for their practice (e.g. opening or moving of the law firm) in the daily press in a form of brief and factual statement throughout the period of 30 days from the first day such an announcement was publicised in the press.

#### **Section 44**

The Bar shall keep and update the complete name list of lawyers, European lawyers, foreign registered lawyers, international legal practitioners, groupings, general non-commercial partnerships, limited liability partnerships, limited liability companies, foreign groupings and the register of trainee lawyers. The Bar shall also effect any changes or modifications in the said lists and inform the competent authority in the home Member State about registration of the registered European lawyer, foreign registered lawyer or international legal practitioner or about its denial to admit them to the Bar, as well as about any changes of their status in the Slovak Republic. The aforementioned list shall be sent to the appropriate bodies, institutions and authorities.

### **PART EIGHT JOINT PRACTICE Section 45**

Lawyers may practise law and provide legal services

- a) in a grouping jointly with other lawyers (Sec. 13 of the Act),
- b) as partners in a general non-commercial partnership (Sec. 14 of the Act),
- c) as partners in a limited liability partnership (Sec. 14 of the Act),
- d) as shareowners in a limited liability company (Sec. 15 of the Act).

#### **Section 46 Grouping of Lawyers**

- (1) Lawyers who decided to practise jointly in a grouping (Sec. 13 of the Act) shall make a written partnership agreement that shall regulate the following:
- a) accurate address of the members' common seat as well as other addresses of the offices belonging to their grouping,

- b) agreement, whether the members may render legal services individually,
  - c) agreement on the procedure which would prevent any conflict of interests of the clients represented by the members of the same grouping,
  - d) the manner in which the members decide about the unified procedure when jointly acting for one client,
  - e) rules for and the manner of settlement among individual members in the case of their common liability for any loss or damage caused to the client and their joint liability to their employees and third parties,
  - f) rules for and the manner of settling mutual claims in respect of property in the case of the member's death.
- (2) If the member of the grouping renders legal services individually [Sec. 13(3), second sentence of the Act], the client grants the power of attorney solely to him.
- (3) If members of the grouping render legal services jointly, the client grants the power of attorney to all of them jointly. Any legal acts to be done in the matter of their common client may be done by any of the lawyers having the power of attorney, unless excluded by the procedural rules.
- (4) The designation of the seat of the grouping shall include the first names and surnames of lawyers who are members in such grouping, or the first name and surname of at least one of them with a supplement "and Part. (a spol.)", or "and Partners (a spoločníci)" and information that it is a grouping or a law firm. If the members in the grouping also have other offices different from the common seat, the designation shall be the same as the designation of their common seat with a supplement "office (pracovisko)", with an indication of the address.
- (5) Members of the grouping can use the same letterhead, seals and business cards.
- (6) Any member of the grouping or an employee authorised by him may take delivery of any written instrument addressed to one of the members of the grouping with all legal consequences of that delivery.
- (7) Members of the grouping shall inform the Bar about having concluded a partnership agreement and about its termination within 15 days.

#### **Section 47**

#### **General Non-Commercial Partnership, Limited Liability Partnership, Limited Liability Company**

- (1) For the purposes of joint practice the lawyers may set up a general non-commercial partnership or a limited liability partnership that is within the scope of its objects clause authorised to provide legal services. However, such a partnership shall not have any other scope of business and its partners may only be the lawyers admitted to the Bar. The relevant Commercial Code provisions shall apply mutatis mutandis to general non-commercial partnerships or limited liability partnerships.
- (2) For the purposes of joint practice the lawyers may also set up a limited liability company that is within the scope of its objects clause authorised to provide legal services. However, such a company shall not have any other scope of business and its

shareowners and company executives may only be the lawyers admitted to the Bar. The relevant Commercial Code provisions shall apply mutatis mutandis to limited liability companies.

**Section 48**  
**Other Forms of Joint Practice**

- (1) Lawyers may also associate for other purposes than the joint practice of law (Sec. 45 above), e.g. with a view to resolving various matters of common interest, various forms of regular substitution, educational and training courses, with a view to consulting certain legal matters, cost sharing etc., provided that such an association is not in conflict with the Act or any other legal rules.
- (2) Associations created for the purposes stipulated in Subs. 1 above shall be governed under an agreement concluded among the associates. By entering into such an agreement lawyers do not establish any grouping defined in Sec. 13 of the Act.

**Section 49**  
**Transitional Provisions**

- (1) Any provision contained in the memorandum or articles of association of the company that is contrary to any statutory provisions of the Act and the provisions of these Rules shall constitute a professional misconduct of all the shareowners (Sec. 56 of the Act).
- (2) Subs. 1 above shall not apply if the shareowner within three months from the effective date of these Rules amends the memorandum or articles of association of the company in accordance with these Rules.

**PART NINE**  
**FINAL PROVISIONS**  
**Section 50**

The Rules of Professional Conduct for Advocates approved by the Conference of Lawyers on 14 December 2002 shall be hereby repealed.

**Section 51**

These Rules of Professional Conduct for Lawyers shall enter into force upon their adoption by the Conference of Lawyers on 19 June 2004.

JUDr. Štefan Detvai  
Slovak Bar Association President