Pursuant to Article 58 paragraph (9), Article 59 paragraph (3), (6) and (10) and Article 61 paragraph (5) of the Law on Mandatory Fully Funded Pension Insurance ("Official Gazette of the Republic of Macedonia" number 29/2002, 85/2003, 40/2004, 113/2005, 29/2007, 88/2008, 48/2009,  50/2010, 171/2010, 36/2011, 98/2012, 13/2013, 164/2013, 44/2014, 192/2015, 30/2016, 21/2018 and 245/2018 ), The Council of Experts of the Agency for Supervision of Fully Funded Pension Insurance, at the session adopted a

**RULEBOOK ON MEMBERSHIP IN A MANDATORY PENSION FUND**

(Official Gazette of RM no. 247/2018 , 9/2019 and Official Gazette of the RNM no. 235/2019 and 212/2021)

I. General provision

Article 1

This Rulebook prescribes the procedure for the allocation of insured persons who have not signed a contract for membership in a mandatory pension fund with a company for management of mandatory pension funds or with a company for management of mandatory and voluntary pension funds (hereinafter: a company), the dates, manner and procedure for membership in a mandatory pension fund, the manner and procedure for transferring a member from an current to a future mandatory pension fund, the form of the contract for membership in a mandatory pension fund, the content of the contract for transfer and the statement of consent for transfer to a mandatory pension fund.

**II. Procedure for allocation of insured persons to a mandatory pension fund**

Article 2

The insured persons mandatorily allocated to a mandatory pension fund in accordance with the Law on Mandatory Fully Funded Pension Insurance (hereinafter: the Law) are the insured persons who became subjects of a mandatory pension and disability insurance for the first time, in accordance with the Law and:

(a) have not signed a contract for membership of a mandatory pension fund with any company; or

b) have signed such a contract for membership of a mandatory pension fund with one of the companies but have not yet had eight working days pass, during which they may terminate the contract (referred to as "unallocated insured persons”).

Article 3

(1) The Pension and Disability Insurance Fund of North Macedonia (hereinafter: the PDIFNM Fund) temporarily allocates unallocated insured persons to the mandatory pension funds from the date of them joining the mandatory pension and disability insurance.

(2) The Agency for Supervision of Fully Funded Pension Insurance (hereinafter: the Agency), on the first working day of each month, in order to allocate the unallocated insured persons, shall prescribe the weight for each mandatory pension fund according to the nominal return of the mandatory pension fund and the amount of the contribution paid referred to in Article 98 paragraph (1) point (a) of the Law, charged by the company managing that mandatory pension fund, using the following formula:

, in case when all 

i.e.,

, in the case where 

where 

 is the weight for the mandatory pension fund 

 is the number of mandatory pension funds

 is a contribution fee charged by the company managing the mandatory pension fund during the previous month

 is a return in the nominal amount of the obligatory pension fund  based on the information as of the last day of the previous month for the previous 84 months, which is considered as an annual level. If the fund  has been operating for less than 84 and longer than 12 months, the return in nominal amount is calculated for all months for which the fund has been operating, which is considered as an annual level. If the fund  has been operating for less than 36 months and for more than 12 months, then the higher value between the following is taken as value for : the return in nominal amount of the mandatory pension fund  and the average of the return in nominal amount of all current mandatory pension funds, including the return in nominal amount of the mandatory pension fund . If the fund  has been operating for less than 12 months, then the average of the returns in nominal amount of the current mandatory pension funds is taken as value for  .

is the minimum realized return in nominal amount of all mandatory pension funds ( ).

(3) The weights referred to in paragraph (2) of this Article shall be expressed in percentages, rounded to two decimal places.

 (4) The Agency shall submit the weights referred to in paragraph (2) of this Article to the PDIFNM Fund. Until the weight for the current month is submitted, the PDIFNM Fund uses the weight from the previous month.

Article 4

(1) The PDIFNM Fund determines the number and identity of unallocated insured persons on the dates of each Friday of the month or the previous business day, if any of these days are non-working days.

(2) The dates referred to in paragraph (1) of this Article shall be the dates when the allocation of insured persons in the mandatory pension funds is made during one month.

Article 5

 On the first working day of each month, the PDIFNM Fund makes a list of mandatory pension funds by applying a method of random allocation of funds.

Article 6

(1) The number of unallocated insured persons, to be allocated to each mandatory pension fund from the list referred to in Article 5 of these Rules, shall be calculated by multiplying the weight of the respective mandatory pension fund, in accordance with Article 3 paragraph (2) of these Rules, by the total number of unallocated insured persons. The resulting number is rounded to the nearest integer.

(2) With the exception of paragraph (1) of this article, the number of unallocated insured persons to be allocated to the last mandatory pension fund from the list referred to in Article 5 of this Rulebook shall be calculated when the rounded numbers referred to in paragraph (1) of this Article are deducted from the total number of unallocated insured persons.

Article 7

(1) The PDIFNM Fund shall make a list of unallocated insurers using a random allocation method, on the dates referred to in Article 4 paragraph (1) of this Rulebook.

(2) Unallocated insured persons shall be allocated to a mandatory pension fund:

(a) in order according to the list referred to in paragraph (1) of this Article;

(b) on the basis of a number calculated in accordance with Article 6 of this Rulebook; and

(c) in order of the Fund from the list referred to in Article 5 of these Rules.

(3) The PDIFNM Fund shall notify the Agency of the temporarily allocated insured persons immediately after their allocation.

Article 8

(1) The Agency electronically notifies the companies of the temporarily allocated insured persons, specifying their unique personal identification number, name, surname and unique tax number of the legal entity where they are employed.

(2) The companies shall establish an individual sub-account, on the separate account, for each temporarily allocated insured person, immediately after receipt of the allocation data received from the Agency.

 (3) If the Agency, by the eleventh working day from the expiration of the period for selection of a mandatory pension fund, determines that the temporarily allocated insured person has not signed a contract for membership in a mandatory pension fund in the period of selection, he/she shall become a member of the mandatory pension fund in which he/she has been previously temporarily allocated by the PDIFNM Fund and shall be registered in the Register of Members.

(4) The Agency shall, on the day of registration by electronic means, notify the company of the persons who have been allocated and the company shall immediately establish an individual account in the name of the member to which it transfers the accumulated assets from the sub-account established for the temporarily allocated insured person.

(5) The Agency shall notify each temporarily allocated insured person of the mandatory pension fund in which they are temporarily allocated, as well as of the rights and obligations arising from the membership.

**III. Acquisition of membership in a mandatory pension fund**

Article 9

1. An insured person who joins the mandatory pension and disability insurance after 01.01.2019 and is younger than 40 years of age on the date of joining, becomes a member of the mandatory pension fund by signing a contract for membership in that pension fund and by registering in the Register of members maintained by the Agency or by allocation to the mandatory pension fund in accordance with Article 8 paragraph (3) of this Rulebook and by registering in the Register of members managed by the Agency.
2. The rights and obligations of membership for the insured persons specified in paragraph (1) of this article are obtained from the date of their initial registration in the mandatory pension and disability insurance scheme.

 (3) The first month of contribution shall be the month in which the member first got registered for mandatory pension and disability insurance.

Article 10

(1) The contract for membership in the mandatory pension fund shall be filled in and signed in the form given in Form No. 1, which is an integral part of this Rulebook. Upon request of the insured, the contract for membership in the mandatory pension fund should be filled in and signed in bilingual form given on Form 5 which is an integral part of this Rulebook.

(2) The Company shall determine a unique number of the contract for membership in a mandatory pension fund, which shall consist of ten digits. For each mandatory pension fund, the Agency determines the first two digits, which identify the mandatory pension fund and they are necessarily an integral part of each number assigned by the company.

Article 11

(1) The contract for membership in a mandatory pension fund shall be signed personally by the insured person who becomes a member of the mandatory pension fund and the agent on behalf of the company.

(2) When concluding a contract for membership in a mandatory pension fund, the company is represented by an agent who is registered in the Register of Agents. The agent should verify the identity of the person signing the membership contract on the basis of a personal identification document.

(3) The contract for membership in a mandatory pension fund shall contain the date and time (hour and minute) when both parties sign it.

(4) The contract for membership in the mandatory pension fund shall be signed in two original copies and the agent after signing the contract shall immediately submit one copy to the company and one copy to the member who signed the membership contract.

Article 11-a

 (1) The company may allow the insured person to sing a contract for membership in a mandatory pension fund, through an electronic platform for two-way communication using double authentication. The process for digitally concluding a contract for membership in a mandatory pension fund is given in Appendix 1, which is an integral part of this Rulebook.

(2) If at the end of the membership referred to in paragraph (1) of this Article there is a breach of security or loss of integrity of the information system of the company, it shall notify the Agency immediately, but not later than 24 hours or the next working day from the moment of the event.

(3) In order to implement the provisions of paragraphs (1) and (2) of this Article, the company should adopt and implement acts and/or security procedures that will determine the vulnerability of the information system of the company, the supervision and implementation of preventive and corrective measures, as well as measures to mitigate incidents and/or violations of the security and integrity of the system, in accordance with regulations on the protection of personal data.

(4) The processing of biometric data when entering a membership contract referred to in paragraph (1) of this Article shall be carried out by the company upon the prior consent of the personal data subject, and according to the regulations on protection of personal data.

Article 12

(1) The Company verifies the accuracy of the data from the membership contract and submits the data to the Agency's information system on the third working day after the expiration of the eight working days term for termination of the contract, when the insured first signed a membership contract and was not previously a member of any mandatory pension fund.

 (2) If the submitted data do not coincide with the data specified in the contract for membership in a mandatory pension fund, then the data from the membership contract shall be considered valid.

(3) In order to correct the data referred to in paragraph (2) of this Article, the company shall submit a request with data from the members, through the information system of the Agency.

Article 13

(1) Upon submission of the data referred to in Article 12 paragraph (1) of this Rulebook, the Agency shall, through its information system, verify the completeness, accuracy of the data and eligibility for membership in a mandatory pension fund.

(2) On the basis of the verification referred to in paragraph (1) of this Article, the Agency shall register the insured person as a member of a mandatory pension fund in the Register of Members, if all the data from the contract for membership in a mandatory pension fund are timely submitted to the information system of the Agency, they are complete and accurate and if the conditions for membership in that mandatory pension fund are met.

(3) If any of the conditions referred to in paragraph (2) of this Article are not met, the Agency may not register the insured person as a member of a mandatory pension fund.

(4) If the company is unable to submit the data required for membership in the information system to the Agency, within the deadline specified in Article 12, paragraph (1) of this Rulebook due to force majeure or technical difficulties, it must submit the data as soon as possible after the reasons preventing submission have been resolved.

Article 14

 (1) PDIFNM shall verify the accuracy of personal data related to the initial and subsequent employment of insured individuals, which are submitted by the Employment Agency.

(2) PDIFNM shall provide the Agency electronic access to the data of all insured persons who are or have been included in the mandatory fully funded pension insurance.

(3) If the Agency receives data from the company for an insured person who has signed a contract for membership in a mandatory pension fund, and there is no data on that insured person in the records of PDIFNM, the Agency shall notify the Fund through the information system and shall postpone the registration of the member. The Agency notifies the company via the information system that the registration status of the member is pending/waiting.

(4) If the Agency, within five working days of receipt of the data referred to in paragraph (3) of this Article, determines that the insured is registered in the records of PDIFNM, that all data submitted by the company are accurate and that the conditions for membership are met, it shall register the insured person in the Register of Members.

(5) If the Agency determines that an insured person is not registered in the records of PDIFNM through the information system after the period specified in paragraph (4) of this Article has expired, it will notify the company that the registration has been denied.

Article 15

The Agency verifies the accuracy of the data provided by the company in the signed contracts for membership in the mandatory pension fund by comparing it with the data from the PDIFNM Fund, ensuring that the data matches.

Article 16

 If the insured person has signed a contract for membership in a mandatory pension fund with more than one company and has not terminated any of the contracts within the period for termination of the membership contract, the membership contract that was first signed shall be considered valid. The Agency cancels the registration of the member on the basis of the membership contract that was signed later, and arrived first at the Agency and immediately informs the company through the information system.

Article 17

The Agency electronically notifies PDIFNM and each respective company of the newly registered members of the mandatory pension funds, as well as any updated or corrected member data, at the end of each working day.

Article 18

(1) An insured person who signs a contract for membership in a mandatory pension fund for the first time shall have the right to unilaterally terminate the contract by submitting a written request on Form No. 2, which is an integral part of this Rulebook. Upon request of the insured, the submission must be completed and signed in a bilingual format, using Form 6, which is an integral part of this Rulebook.

(2) The submission referred to in paragraph (1) of this Article, given on Form No. 2 i.e., Form No. 6, which is an integral part of this Rulebook, shall be filled in and signed in two copies which the agent shall immediately after signing the contract submit to the insured person.

(3) The signed submission for termination of the contract for membership in a mandatory pension fund may be submitted by the insured person to the company personally, through another person or by mail with a registered shipment.

(4) Notwithstanding paragraph (3) of this Article, the company shall be obliged to accept the submission for termination of the contract for membership in a mandatory pension fund, although it is not submitted with a registered shipment, if the date of the postal stamp is within the deadline specified for termination of the contract.

(5) If a submission for termination of the contract for membership in a mandatory pension fund is submitted in person or by another person, a copy of it with the date of submission, the seal of the company and the signature of the employee of the company who has received the submission shall be immediately given to the insured person or the person who has submitted the form. If the delivery is made by post, the company shall submit to the insured a copy of the submission with a registered shipment.

Article 19

If the Agency registers a member with a contract for membership in a mandatory pension fund that has been properly terminated, the company, upon learning of the termination of the contract, should immediately submit to the Agency a request for cancellation of the registration.

Article 20

The Company shall submit a written notice to the member and the retired member with explanation for cancellation of their registration in the register of members and the register of retired members in accordance with the law, upon receipt of notification from the Agency for the cancellation.

Article 21

The company should keep the data on insured persons who have terminated the contract for membership in a mandatory pension fund and they should be available to the Agency at its request.

**IV. Method and procedure of transferring a member from a current to a future mandatory pension fund**

Article 22

(1) A member of a mandatory pension fund may become a member of another mandatory pension fund by:

a) signing a transfer contract with the company managing the future mandatory pension fund (hereinafter: the future company). The Transfer Contract contains all the elements of the Membership Contract Form No. 1 or Form No. 5, which is an integral part of this Rulebook and in which the field for transfer is filled out,

b) signing a statement of consent for transfer - Form No. 3, which is an integral part of this Rulebook. At the request of the member, the statement of consent for passage should be given and filled in in bilingual form on Form 7, which is an integral part of this Rulebook, and.

c) by payment of a transfer fee in accordance with Article 98 paragraph (1) point c) of the Law.

(2) The future company shall submit the statement of consent for transition from paragraph (1) of this Article to the company managing the current mandatory pension fund (hereinafter: the current company) within 5 working days from the signing of the contract.

(3) The current company shall inform the future company in writing whether the person is a member of the mandatory pension fund with which he manages and about the need to pay the transfer fee the next working day after the day of receipt of the documentation referred to in paragraph (2) of this Article.

 (4) If the member has an obligation to pay a transfer fee to the future company immediately after receipt of the notification referred to in paragraph (3) of this Article, he shall notify the member that he has an obligation to pay a transfer fee to the current company.

(5) Within five working days from the receipt of the notification, the member shall be obliged to pay the transfer fee and shall submit proof of the paid fee to the future company.

(6) The future company shall submit data from all fully documented transfers to the Agency's information system every day, following receipt of proof from paragraph (5) of this article or notice from paragraph (3) of this Article, for members who do not need to pay a transition fee.

(7) After submitting the data referred to in paragraph (6) of this Article, the current company transfers the assets from an individual account of the member to the current mandatory pension fund to an individual account in the future mandatory pension fund on the 15th of the month.

(8) Membership in the future mandatory pension fund shall start from the date of transfer of the assets to the individual account of the member in the future mandatory pension fund.

(9) Upon each subsequent transfer of a member from a current to a future mandatory pension fund, the number of months of membership shall be counted from the date of transfer of the funds to the individual account of the member to the future mandatory pension fund.

**V. Update or Correct Data in the Register of Members and Membership Contract**

Article 23

(1) The Company may correct a member's personal data in an original membership contract upon a request from the member. In order to identify the applicant, the company performs member personal identification document direct inspection by a authorized person by the company or agent, and the inspection is confirmed with a signature.

(2) The date of signing of the original membership contract shall be adjusted only if it is illegible, based on a statement by the member and the agent who signed the contract.

(3) The Company may update or correct the personal data of a member in the Register of Members by requesting Form No. 4, which is an integral part of this Rulebook. The request for updating or correcting personal data for membership in the Register of Members shall be submitted in a bilingual form given on Form 8, which is an integral part of this Rulebook, completed in bilingual form. For the personal identification of the applicant, the company performs:

a) member personal identification document direct inspection by aн authorized person by the company or agent; or

b) telephone contact with the member, providing a recording of the conversation.

 (4) The Company may update or correct a member's residential address and/or correspondence address in the Register of Members, if the member calls the Company by telephone. The company identifies the member by providing a recording of the conversation.

(5) The Company shall adopt and apply special procedures for the manner of collection, processing and keeping of telephone conversations in accordance with regulations for the protection of personal data.

Article 24

(1) The Agency shall update and correct the data of the members of the mandatory pension funds in the Register of Members upon request with data on the members, from the company through the information system of the Agency.

(2) The Agency amends the UPIN of the member in the Register of Members based on information received from the PDIFNM Fund.

Article 25

1. The Company shall provide a means for members of a mandatory pension fund to update their personal data in the Register of Members through its electronic system on the website, the company allows a pension fund member to update their personal data: name, surname, and address of residence, place of residence, postal code, and place of correspondence, postal correspondence code, correspondence address, telephone and e-mail.
2. In order to ensure the security and protection of personal data, when updating the personal data referred to in paragraph (1) of this Article, the company should provide electronic identification and verification of the authorization of the person who wants to update the data.

(3) If during the updating of personal data from paragraph (1) of this Article there is a breach of security or a loss of integrity of the information system of the company, it shall notify the Agency immediately, but not later than 24 hours or the next working day from the moment at the event.

(4) In order to implement the provisions of paragraphs (1) and (2) of this Article, the company should adopt and implement security acts and/or procedures that will determine the vulnerability of the company's information system, the supervision and implementation of preventive and corrective measures, as well as measures to mitigate incidents and/or violations of security and the integrity of the system. The Company is required to submit the acts and/or security procedures to the Agency for Personal Data Protection.

Article 25-a

The communication between the Company and the Agency shall take place in paper or electronic form in accordance with the law.

**VI. Transitional and Final Provisions**

Article 26

The provisions of Article 8 paragraph (1) of this Rulebook shall apply from 01.04.2019.

Article 27

With the date of entry into force of this Rulebook, the Rulebook on membership in the mandatory pension fund (“Official Gazette of the Republic of Macedonia” no **.** 55/2013, 89/2014, 110/2016, 185/2016 and 188/2017) shall no longer be valid.

Article 28

This Rulebook shall enter into force on the following day after its publication in the "Official Gazette of the Republic of North Macedonia"

Article 29

(Article 8 from „Official Gazette of RSM "No. 235/2019).

This Rulebook shall enter into force on the day of its publication in the "Official Gazette of the Republic of Macedonia", and the provisions of Articles: 3, 4, 5, 6 and 7 of this Rulebook shall apply from 01.01.2020.

Article 30

(Article 6 from „Official Gazette of RSM "No. 212/2021).

This Rulebook shall enter into force on the day of its publication in the "Official Gazette of the Republic of Macedonia", and the provisions of Articles: 3, 4, 5, 6 and 7 of this Rulebook shall apply from 01.01.2020.

Chairman of the Council of Experts,

Form No. 1

COMPANY LOGO

Maximum dimensions (10 cm length x 2 cm height)

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |  |

**Mandatory pension fund membership contract No.**

Signed on \_\_\_/\_\_\_/\_\_\_\_;\_\_\_/\_\_/ in \_\_\_\_\_\_\_\_\_\_\_\_ between:

  *(day, month, hour, min.) (place)*

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

  *(full company name and contact phone)*

with headquarters in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

  *(company address)*

represented by the agent \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

  *(surname and registration number)*

on the one hand as a company and

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

 *(member's name and surname) (UPIN)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(address and place of residence)*

on the other hand, as a member.

 Transfer from another mandatory pension fund

Article 1

This Contract governs the mutual rights and obligations between the parties to the Contract.

Article 2

In addition to the basic data, the member is obliged to submit to the company the following data:

Correspondence address:*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,*

phone contact by calling number:  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, e-mail:*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Article 3

 With this contract, the member becomes a member and acquires the status of a member in a mandatory pension fund \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ managed by the company.

 *(name of mandatory pension fund)*

Article 4

By signing this contract, the person registers to only be a member of this mandatory pension fund at the same time.

 A member of a mandatory pension fund who wishes to transfer to another mandatory pension fund should sign a transfer contract with a company that manages the other mandatory pension fund, sign a statement of consent for transfer and pay a transfer fee in accordance with Article 98 paragraph (1) point (c) of the Law.

Article 5

 The Company warrants that, when the insured person becomes a member, it will establish an individual account on behalf of the member in the mandatory pension fund with which it manages.

The Company warrants that it shall invest the member's assets with the sole objective of achieving the highest return for the benefit of the member. The investment shall be diversified, and the risk of losses shall be minimized through sound financial analysis.

The Company warrants that it shall manage and control the investment of assets with a degree of care, efficiency, and skill that would be reasonably expected from a prudent investor when investing their own funds.

 The Company warrants to provide regular reports to the member concerning the status of their individual account, as well as updates on the investment of the funds of the mandatory pension fund.

Article 6

The Company, i.e., the agent, shall be obliged to ensure secrecy and protection of personal data, to the member with whom it concludes this contract, in accordance with the Law on Personal Data Protection**.**

 In the event of a change in personal data from this contract, the member is obliged to notify the company in order for the personal data to be updated.

Article 7

 The Company is entitled to pay only the following fees:

a) compensation from the contributions in the amount of \_\_\_\_\_\_ % of the paid contributions to the mandatory pension fund;

 b) monthly compensation in the amount of \_\_\_\_\_\_\_\_\_\_% of the value of the net assets of the mandatory pension fund, to cover the expenses of the company; and

(c) compensation for the transfer of funds to another mandatory pension fund, provided that the member who transfers was a member of the current fund less than 24 months before transferring to the future pension fund.

 The amount of compensation referred to in paragraph (1) (a) and (b) of this Article is a variable category. The compensation determined by the company is in use, which is within the maximum amount of the fees prescribed by the Law on Mandatory Fully Funded Pension Insurance.

Article 8

This Contract shall have effect until such time as the Member:

a) acquires membership in another obligatory pension fund;
 b) acquires the right to an old-age pension;
 c) acquires the right to a disability pension;
 d) in case of death;
 e) other cases of withdrawal of assets from the obligatory pension fund in accordance with the Law on Mandatory Fully Funded Pension Insurance; or

f) is annulled from the Register of Members in accordance with the Law on Mandatory Fully Funded Pension Insurance .

Article 9

The Contract shall be signed in two copies, one for each Contracting Party.

Article 10

This Contract shall enter into force after the entry of the data from the Contract into the information system of the Agency and the registration of the member in the Register of Members.

Article 11

The provisions of this contract are variable in accordance with the amendments to the Law on Mandatory Fully Funded Pension Insurance.

I agree to receive all reports and notifications by the pension company in electronic form 

 I agree that my personal data provided in this contract may be used to exercise my rights related to membership in a mandatory pension fund, including direct marketing by the pension company 

 Member Signature Agent Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Filling-in instructions:*

*1. In case of transfer of a member from one mandatory pension fund to another, the field for transfer must be filled in.*

*2. The identity of the insured person shall be verified by the company agent, based on the ID document*

***Control of pension companies performed by MAPAS, www.mapas.mk, phone: 02-3224-229***

**Form No. 2**

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(full company name)*

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(company address)*

**Submission for termination of the contract for membership in the mandatory pension fund number** \_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(member's first and last name)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 *(address and place of residence)*   *(UPIN)*

terminate the contract for membership in a mandatory pension fund signed with the company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(full company name)*

that manages the mandatory pension fund \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (*name of mandatory pension fund*)

signed on \_\_\_/\_\_\_/\_\_\_\_;\_\_\_/\_\_/ in \_\_\_\_\_\_\_\_\_\_\_\_

 *(day, month, hour, min.) (place)*

Place \_\_\_\_\_\_\_\_\_\_\_\_and date of signature \_\_/\_\_/\_\_\_\_

 *(day.month.year)*

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Filled in by the company**  *:*

1. In case of personal submission by the member or other person:

Confirmation of receipt from the company:

Place \_\_\_\_\_\_\_\_\_\_\_\_and date of receipt \_\_/\_\_/\_\_\_\_

 *(day.month.year)*

2. In case of mailing:

Date of dispatch \_\_/\_\_/\_\_\_\_ and place \_\_\_\_\_\_\_\_\_\_\_\_ and date of receipt \_\_/\_\_/\_\_\_\_

 *(day.month.year)*  *(day.month.year)*

Name, surname and signature of the person who received the submission on behalf of the company

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seal of the company

*Filling-in instructions:*

*1. All spaces in the submission should be filled in with printed letters or with the use of a computer or typewriter.*

*2.If the submission for termination of the contract is sent by post, it should be sent as a registered letter within eight working days from the signing of the contract.*

***Control of pension companies is performed by MAPAS, www.mapas.mk, phone: 02-3224-229***

**Form No. 3**

**TRANSFER CONSENT STATEMENT**

 **FROM ONE TO ANOTHER MANDATORY PENSION FUND**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(first and last name of member)*

with the UPIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby confirm that I agree to

transfer to\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 (*name of future mandatory pension fund*)

 Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Place \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(member's signature)*

***Control of pension companies is performed by MAPAS, www.mapas.mk, phone: 02-3224-229***

**Form No. 4**

**REQUEST**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

with UPIN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ request that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(company name)*

performs a correction/update of the following data:

|  |  |
| --- | --- |
| Name and surname\* |  |
| Address of residence (from ID card)\* |  |
| Place of residence (from ID card)\* |  |
| Postal code\* |  |
| *Correspondence address:*  |  |
| *Correspondence place* |  |
| *Correspondence postal code* |  |
| Phone contact\* |  |
| *E-mail Address* |  |

Fields marked with \* are mandatory

 I declare that the data listed in the table are correct.

 Date and Place Declared by

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Verified\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Representative of the company)

***MAPAS perform control of pension companies, www.mapas.mk, phone: 02-3224-229***

 Annex 1

**Process for digital signing of a contract for membership in a pension fund**

 The steps to be applied when digitally signing a membership contract, which includes compliance with compliance measures and risk mitigation measures, are as follows:

1. Submission of data, which are necessary for signing a membership contract through an electronic platform.

A potential member that has expressed a desire to join or transfer to another pension fund will be notified before the start, that at the signing of the contract the conversation will be recorded, and the data will be used for the precisely defined purpose. The person who will not accept to be recorded should be informed that he/she can exercise his/her rights by signing a membership contract in paper form and will not be able to sign a membership contract through an electronic platform.

A prospective member who has expressed a desire to join or transfer to another pension fund shall submit the data necessary for the membership contract through a digital medium (prescribed form by the pension company on the website of the pension company or other platform specialized for that purpose).

In addition:

- Through an electronic platform, precisely defined data should be provided by the person who wants to sign a membership contract or a contract for transferring to another pension fund.

- The data of the person who wants to sign a membership contract or a contract for transfer to another pension fund should be kept within the specified legal deadlines.

- The electronic platform on which the data will be transmitted should be with limited access and authentication of access in order to avoid unauthorized access to the data.

- The access of the persons to this part of the platform should be precisely defined (they should not be able to make changes or delete the received data).

- There should be records (logs) kept of access to the electronic platform

1. Digital identification of the person wishing to sign a membership contract and of the agent.

The agent is identified by presenting the data from his/her identification document issued by the pension company he/she represents.

During this contact, the identity of the potential member and the agent is verified indirectly and directly:

🗹 The intermediate verification is conducted in the Unified Register of Transaction Accounts (ERTS), where the unique identification numbers and transaction accounts of the citizens are processed by an authorized entity or in a manner consistent with the methodology for digital signing of contracts in accordance with the electronic signature Rulebook. The check is done in such a way that the company submits an electronic request to ERTS, whether the appropriate pair of numbers (unique identification number and transaction account) are correct and match. In the process of identification e, the Ministry can verify the existence of the potential member and verify the data entered by him/her in the forms for concluding a membership contract.

 🗹 Immediate verification is carried out on the basis of the mobile phone number left. The agent establishes contact and identifies the potential member through a digital channel (a telephone conversation that is recorded or another platform specializing in that purpose). In the phone conversation that will be recorded, the potential member will have to answer several questions that will confirm his identity.

In doing so, the processing of biometric data is done in the following way:

The recording of telephone conversations is carried out with equipment for telephone recording: a computer, a card for recording telephone conversations and software for recording telephone conversations. Recordings made with the recording equipment are stored on a cloud or on a dedicated hard drive in a secure location. Recordings of telephone conversations are kept for a period of 36 months from the end of the telephone conversation.

Through the system of recording telephone conversations, the following personal data are processed:

- name and surname

- UPIN

- voice

- telephone number

Access and insight to the personal data processed through the system for recording telephone conversations is provided to a Commission composed of members who are authorized by the Management Board of the pension company.

1. Informing the person who wants to sign a membership contract or a contract for transfer of his rights in the fully funded pension insurance in accordance with the law.

The agent is obliged to inform the potential member about his rights in the fully funded insurance in accordance with the law, through a recorded conversation through a digital channel and to submit a submission for termination of the contract.

The agent should receive a confirmation by e-mail or by telephone that the prospective member has been informed in accordance with the law. If the confirmation is given by telephone, it is necessary for:

- the recording to be done with equipment for recording telephone conversations.

- access to conversations to be restricted.

1. Signing a membership contract or a contract for transfer to another pension fund

If the prospective member decides to conclude a contract for membership in a pension fund, a procedure of digital signing of the membership contract is initiated through the website of the pension company or an electronic platform.

The agent shall submit the form of the membership contract and, in the case of transfer, the statement of consent for passage to the prospective member. The documents are signed with a one-time electronic signature with certification of the time of signing. The electronic signature certificate is generated at the time of signing. The time stamp ensures the long-term legal validity of the signed document. The period of validity of the certificate is limited and cannot be used for other signing. Signing time is provided by a qualified time stamp issuer.

 Documents can also be signed with a certified digital signature.

1. Dual authentication of the person wishing to sign a membership contract or a transfer contract.

In the process of signing the membership contract, the mobile phone number of the prospective member will be used to ensure double authentication. The prospective member, before signing, will receive a code on their mobile phone that they will have to use to be allowed to sign the document.