



ANTI-CORRUPTION POLICY

Policy Number: A-1

Policy Name: Anti-Corruption Policy

Effective Date: October __, 2014

Purpose

This document describes Spok's policies and procedures designed to prevent corruption in any location in which Spok conducts business around the world.

Policy

- I. **Statement of Policy.** It is the policy of Spok, Inc. and its subsidiaries (collectively "Spok" or "the Company") to conduct its business in an honest and ethical manner. The Company is committed to complying with the U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act of 2010, and the anti-corruption laws of any other nation in which we do business. Neither Spok nor Spok Employees shall offer, pay, promise, authorize, or receive any bribe, kickback, or other illicit payment or benefit to or from any person. This Policy supplements Spok's Code of Business Conduct and Ethics, which remains fully effective.
- II. **Scope of Policy.** This Policy applies to Spok; to all subsidiaries and to all joint ventures and other entities owned or controlled by Spok ("affiliates"); and to all officers, directors, and employees of Spok or any affiliate, wherever located, ("Spok Employees"). The Policy prohibits corrupt payments directly, as well as any indirect payments through sales agents, vendors, representatives, advisors and any other third party acting on behalf of Spok or any affiliate ("Third Parties").
- III. **Administration and Implementation of the Policy.** Spok's Chief Compliance Officer shall be responsible for administering and interpreting this Policy under the oversight of the Audit Committee of the Spok Board of Directors. The Chief Compliance Officer and his or her designees shall give directions and maintain procedures to implement this Policy as necessary.
- IV. **Anti-Corruption Policy Requirements.**
 - a. Spok Prohibits Giving or Receiving Improper or Corrupt Payments
 - i. Spok and all Spok Employees, are prohibited from authorizing, conspiring to make, making, offering, or promising Anything of Value to any person, including any Government Official (defined below), in order to corruptly or improperly obtain or retain business; induce, influence, or reward the recipient for a decision; or secure business or a business advantage, in any way related to Spok's business.
 1. Broad Definition of Anything of Value. Anything of Value is interpreted broadly by regulators, and can include anything that can be used to improperly influence any person, including cash, cash equivalents (*i.e.*, gift cards), consulting fees,

commissions, travel expenses, gifts, meals, reimbursements, rebates, discounts, offers of employment, forgiveness of debt, charitable donations, or anything else of value to the recipient – even if it is not given directly to the recipient.

- ii. Spok and all Spok Employees are also prohibited from corruptly or improperly receiving, soliciting, or accepting anything of value, including bribes, kickbacks, or other illegal or unethical benefits, from anyone, including any supplier, vendor, or client, in connection with their role at Spok.
- b. Bribery of Government Officials Strictly Prohibited. Compliance with the FCPA, the UK Bribery Act of 2010, U.S. laws regarding payments to U.S. public officials, and the anti-corruption laws of other nations is a priority for Spok. Consistent with provisions of these laws, Spok, Spok Employees, and Spok Third Parties are prohibited from corruptly paying, authorizing, offering to pay, or giving Anything of Value to any **Government Official** to (i) influence any act or decision of the Government Official; (ii) induce the Government Official to do or omit to do an act in violation of a lawful duty; (iii) secure any improper advantage for Spok or its affiliates; or (iv) induce the Government Official to improperly influence the act or decision of a government or government instrumentality, in order to obtain or retain business, or direct business to, Spok or its affiliates.
- i. Broad Definition of Government Officials. The FCPA and this Policy apply to payments to any Government Official, regardless of location, rank, or position. The definition of a Government Official is very broad. For purposes of this Policy, a Government Official means:
 1. any officer or employee of any federal, state, provincial, county or municipal government or government department or agency;
 2. any officer or employee of any commercial enterprise that is owned or controlled by a government;
 3. any officer or employee of any public international organization, such as the International Monetary Fund, the United Nations, the European Union and the World Bank;
 4. any person acting in an official capacity for any government, agency, enterprise, or organization, identified above;
 5. any political party, party official, or candidates for political office; or
 6. any person acting on behalf or in association with any of the individuals described above.
- c. Facilitating Payments. Facilitating payments are small, customary payments made to low-level Government Officials to secure a **Routine Governmental Action** (*i.e.*, customs clearance, non-discretionary permitting, etc.). Spok prohibits Spok Employees and Third Parties from making any such facilitation payments.
- d. Safety Payments. Safety Payments, or payments made by Spok or Spok Employees in the face of immediate and legitimate threat of harm to an employee or other person, are not considered Facilitating Payments under this Policy, and are not prohibited by this Policy. Any such payments should be directly reported to the Chief Compliance Officer, and should be accurately recorded in the Company's books and records.

V. Books, Records and Internal Controls.

- a. Consistent with the FCPA's accounting provisions, Spok and its affiliates must make and keep accurate books and records in reasonable detail and devise and maintain a reasonable system of internal controls. Although this requirement applies to all corporate transactions, Spok Employees should take special care to ensure that any expenditure of Company funds related to any Government Official or Third Party is accurately and completely documented, regardless of the amount of such transaction.

VI. Dealing with Third Parties, Joint Ventures and Acquisitions.

- a. Indirect Payments Prohibited. Consistent with the FCPA, the UK Bribery Act of 2010, and other applicable laws, the Company prohibits corrupt activities through partners, joint ventures and Third Parties in connection with Spok or any Spok affiliates. Spok and Spok Employees may be liable for indirect offers, promises, or payments by Spok's Third Parties in circumstances where Spok had **Knowledge** that the offer, promise or payment is made for a corrupt purpose. Moreover, any corrupt payments made by partners, joint ventures or Third Parties, even without the Company's knowledge, can subject the Company to investigation, litigation, expense, bad publicity, and loss of business opportunities. The Company shall take reasonable precautions to ensure that partners, joint ventures and Third Parties comply with this Policy, including through the exercise of due care in selecting business partners and Third Parties to ensure they are reputable, honest, and qualified for their roles, and in monitoring their activity once selected.

- i. **Knowledge** includes conscious disregard and deliberate ignorance of facts which indicate a high probability that the relevant payment will occur.

- b. Due Diligence.

- i. The Company will only do business with reputable, honest, and qualified Third Parties. The Company, through its Chief Compliance Officer, shall conduct due diligence on identified Third Parties who may have contact with customers or Government Officials in their relationship with Spok. Senior Executives in Sales shall ensure that Third Parties are identified to Compliance so that risk assessment and due diligence may be undertaken. In such instances, the level of due diligence conducted on such third parties shall be tailored to the risks involved, such as the country and industry reputation for corruption, and the presence or absence of any "red flags" as indicated by a background check on the third party and its principals. Depending on the circumstances, the due diligence may include, but is not limited to, a review of the adequacy of the Third Party's anti-corruption policies and related procedures, evidence of executive management's commitment to anti-corruption, training and communication provided to employees regarding anti-corruption, and any claims or charges of corruption within the prior 3 years and their outcome.
- ii. Retention of Due Diligence Records. The Chief Compliance Officer shall be responsible for collecting and retaining records of the due diligence conducted on Third Parties and

partners, including joint venture partners, consistent with the Spok Document Retention policy.

- iii. **Extent of Due Diligence.** The Chief Compliance Officer of Spok in collaboration with the Secretary of the Board (and counsel as required) shall meet and review the diligence results on partners and shall determine when sufficient diligence efforts have been completed.
- c. **Contractual Protections.** Senior Executives in Sales, in collaboration with the Chief Compliance Officer, the Corporate Secretary/Treasurer and the Lead Counsel, shall be responsible for ensuring that contracts with Third Parties that may have contact with Government Officials or customers, as well as agreements with joint venture partners, should be in writing and include appropriate anti-corruption provisions to mitigate against the risk of potential illicit payments, and provide the Company with means to terminate the relationship if violations exist or if the Third Party does not provide adequate assistance in any investigation of potential violations. See **Appendix A** for Spok Sample Anti-Corruption Contract Provision Language.
- d. **Monitoring Third Parties.** Spok must monitor Third Parties that interact with Government Officials and customers to ensure that these Third Parties comply with applicable laws and the expectations set forth in this Policy. In order to do so, the Chief Compliance Officer in collaboration with the Secretary to the Board shall establish a recurring schedule of diligence and shall re-examine the background and reputation of such Third Parties on a bi-annual basis. Any indications of actual or suspected improper conduct must be reported in accordance with this Policy (see Section XIV). Under no circumstances may Spok Employees ignore signs that any partner, joint venture partner or Third Party may be making corrupt payments in connection with any venture or activity in which Spok is involved or has any interest.
- e. **Joint Venture Anti-Corruption Compliance Programs.** Senior Executives of Spok, in collaboration with the Chief Compliance Officer, shall be responsible for ensuring that any joint venture or business venture in which Spok has a controlling interest will be subject to an anti-corruption compliance program. To the extent that Spok has less than a controlling interest in the venture, the Company shall proceed in good faith to use its influence, to the extent reasonable under the circumstances, to cause the venture to maintain an anti-corruption compliance program, and to maintain accurate books and records and an appropriate system of internal accounting controls, consistent with the requirements of the FCPA, the UK Bribery Act of 2010, and applicable anti-corruption laws.
- f. **Acquisitions.** Senior Executives of Spok, in collaboration with the Chief Compliance Officer, shall be responsible for ensuring, to the extent Spok or any affiliate pursues the acquisition of any entity with any operations or activities outside of the United States, that the due diligence process associated with the proposed acquisition shall include, to the extent possible, an appropriate review of the acquisition target's compliance with the FCPA, the UK Bribery Act of 2010 and other applicable anti-corruption laws. In any event, after completion of the acquisition, the Company shall conduct a review of the acquired entity's anti-corruption compliance posture and implement appropriate compliance measures, as needed.

VII. **Gifts, Hospitality and Entertainment.**

- a. Spok, Spok Employees, and Spok Third Parties are prohibited from providing gifts, hospitality or entertainment, directly or indirectly, to any person, including to any Government Official, to corruptly or improperly influence or reward an official act or decision or as an actual or intended quid pro quo for any improper benefit to Spok.
- b. Gifts, hospitality, and entertainment must be: (i) directly related to the promotion, demonstration or explanation of Spok's products or services; or (ii) directly related to the execution or performance of a contract.
- c. All gifts, hospitality, or entertainment expenses must be non-lavish; reasonable and appropriate with respect to cost, time, and place; commensurate with local customs; related to a legitimate business purpose; and lawful under applicable laws, including the FCPA, UK Bribery Act of 2010, and local law. Spok and Spok Employees should be particularly mindful of local laws that establish specific limits on the value of items that may be provided to Government Officials.
- d. Spok must obtain and retain supporting documentation regarding any such gifts, hospitality, and entertainment expenses, including: documentation supporting the legitimate business purpose of the payment; receipts and payment information; and approvals pursuant to established Company approval authorizations.

VIII. **Political Contributions.** Spok, Spok Employees, and Spok Third Parties are prohibited from using political contributions to improperly influence any person, including any Government Official. Contributions of Company funds to promote the Company's political or commercial interests are prohibited unless the contribution has been approved in advance by the Corporate Secretary. The Company will not reimburse personal political contributions.

IX. **Charitable Donations.** Spok, Spok Employees, and Spok Third Parties are prohibited from using charitable donations to improperly influence any person, including any Government Official. Any charitable contribution made by or on behalf of the Company must be made with the prior approval of the respective SVP or EVP and the approval of the Chief Compliance Officer or CEO. Supportive documentation including a receipt for the expenditure must be submitted for approval and the payment must be handled consistent with the Company's established purchasing and disbursement processes and the established approval authority.

X. **Penalties and Discipline.**

- a. Spok may be subject to serious criminal and civil penalties for violations of the FCPA, the UK Bribery Act of 2010, and other applicable anti-corruption laws.
- b. Individuals who violate the FCPA, the UK Bribery Act of 2010, or applicable anti-corruption laws may be subject to severe criminal and civil penalties, including imprisonment and very substantial fines, which will not be reimbursed by the Company.
- c. In addition, Spok Employees who violate this Policy, the FCPA, the UK Bribery Act of 2010, or applicable anti-corruption laws will be subject to discipline, up to and including termination. Third Parties who violate this Policy or applicable anti-corruption contract terms may be subject to termination, consistent with local law and contractual agreements.

XI. **Periodic Risk Assessments.** The Chief Compliance Officer, in collaboration with a Risk Committee consisting of members of Executive Management, shall, periodically and as circumstances may warrant (including but not limited to, if the Company enters into new jurisdictions; if the Company enters into new products markets; or periodically as determined by the Chief Compliance Officer) assess the

Company's risks under the FCPA, UK Bribery Act of 2010, and local anti-corruption laws. Based on such risk assessments the Company shall take appropriate action necessary to implement enhanced compliance procedures appropriate for addressing such risks.

- XII. **Training and Communication.** The Chief Compliance Officer shall effectively communicate this Policy to all Spok Employees and provide appropriate anti-corruption education and training to appropriate Spok Employees, including Human Resources, Accounting, Finance, and Treasury personnel, employees involved in conducting or supervising international business operations, Sales and Marketing personnel, and any employee whose work brings him or her in contact with Government Officials. Compliance with this Policy shall be a condition of continued employment with the Company. The Chief Compliance Officer will require annual certification of compliance from employees. See **Appendix B**.
- XIII. **Monitoring.** The Chief Compliance Officer will monitor implementation of policies and procedures related to this Policy. Payments made pursuant to this policy will be subject to the Company's regular audit procedures and review by the Accounts Payable Staff. The Chief Financial Officer and the Treasurer shall monitor the appropriateness of payments and supporting documentation submitted for expense reimbursement and shall report any questionable items to the Chief Compliance Officer for investigation. In addition, the Chief Financial Officer shall ensure that the Company's audit procedures periodically include a review of payments made under this Policy, including any such payments to Government Officials; gifts, travel and entertainment expenses; and payments to Third Parties.
- XIV. **Reporting Mechanism.** Except to the extent explicitly prohibited by applicable law, Spok Employees are required to report violations of this Policy, the FCPA, and other applicable anti-corruption laws, by Spok Employees or any Third Party. Employees will not be subject to retaliation for good faith reports of suspected violations. Any violation may be reported to your supervisor, a representative of the Human Resources Department or the Chief Compliance Officer, or via the Ethics Line: 1-888-353-5701 in US; in UK 08-000328483; in Australia 1-800-339276.
- XV. **Reporting to Audit Committee.** The Chief Compliance Officer shall provide appropriate reporting to the Audit Committee of the Board of Directors on the Company's efforts to ensure compliance with this Policy, the FCPA, and other anti-corruption laws.
- XVI. **Further Information.** Any questions about this Policy, the FCPA, or other applicable anti-corruption laws should be directed to the Company's Chief Compliance Officer.

Version	Date	Predecessor Company, USMO, and Spok Detail
1.0	October 22, 2014	Original document

APPENDIX A

Anti-Corruption Contract Provision Language

Anti-corruption.

1. Compliance with Anti-Corruption Laws. In performing under this Agreement, Licensee agrees to comply with all applicable anti-corruption laws, including, without limitation: the U.S. Foreign Corrupt Practices Act, 15 U.S.C. Section 78dd-1, et. seq. and its implementing regulations (the “FCPA”), the UK Bribery Act 2010, all other applicable anti-corruption laws, and all laws enacted to implement the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions.
2. Definitions. Government Official means: (A) any official, officer, employee, representative, or family member of: (i) any federal, state, provincial, county or municipal government or any department or agency thereof; (ii) any public international organization or any department or agency thereof; or (iii) any company or other entity owned or controlled by any government; (B) any person acting on behalf of or in association with any of the individuals described above; (C) any person acting in an official capacity for any government, agency, enterprise, or organization, identified above; or (D) any political party, party official, or candidates for political office.
3. Warranties and Representations: Licensee warrants and represents to Spok that neither Licensee nor any of its officers, directors, employees, agents or other representatives in connection with any transaction made or to be made in connection with this Agreement, has or will pay, offer or promise to pay, or authorize the payment of, any money or anything else of value, either directly or through a third party, to any person, including any Government Official for the purpose of (i) influencing any act or decision of the Government Official; (ii) inducing the Government Official to do or omit do an act in violation of a lawful duty; (iii) securing any improper advantage; or (iv) inducing the Government Official to improperly influence the act or decision of a government or government instrumentality, in order to obtain or retain business, or direct business to, any person or entity, in any way related to this Agreement.
4. Third Party. Any third party who represents Licensee in connection with, or who will be involved in performing this Agreement or any related activity, shall certify to comply with all applicable anti-corruption laws and the obligations set forth in this Section prior to any involvement in this Agreement or related activity.
5. Conflict of Interest. Licensee is not aware of any Government Official having any financial interest in the subject matter of this Agreement or in any way personally benefiting, directly or indirectly, from this Agreement.
6. No political or charitable payments. No political contributions or charitable donations shall be given, offered, promised or paid by Licensee in any way related to this Agreement or any related activity, without Spok’s prior approval.
7. Accounting. Licensee agrees that it will keep and maintain accurate and complete books and records of its receipts and expenses having to do with this Agreement in accordance with generally accepted accounting principles and the FCPA.
8. Gifts, Travel & Entertainment Expenditures. Licensee warrants that it will not pay any gifts, travel, or

entertainment expenses for any person, including a Government Official, in an amount in excess of \$100 without Spok's prior approval. In no circumstances may Licensee provide any such gifts, travel, or entertainment with the intent to corruptly or improperly influence the recipient. Licensee further warrants that it will maintain all documentation and receipts for any such gift, travel, or entertainment expenses.

9. Certification of Compliance. Within thirty days of a request by Spok, Licensee will confirm its compliance with the terms and conditions of this Section. Absent a reasonable suspicion of violation, Spok shall not issue such request more frequently than once every calendar year.
10. Breach. If Licensee breaches, or Spok reasonably suspects that Licensee has breached or will breach, any of the covenants set forth in this Section, (i) this Agreement shall become void; (ii) Spok shall have a right of action against Licensee for the amount of any monetary payment or thing of value made or given by Licensee in breach of any of such covenants; (iii) all obligations by Spok to pay any compensation to Licensee shall cease immediately; and (iv) Spok may at its sole discretion, rescind this Agreement and Licensee shall immediately return to Spok (A) all Products received from Spok and (B) any fees paid to Licensee arising from any transaction in violation of this Section.
11. Notification of Investigation. Licensee warrants that it shall promptly, but in no event longer than five (5) business days, notify Spok if Licensee or any third party employee, director or officer becomes subject to any investigation for fraud, bribery, or any other corrupt conduct during the course of this Agreement.

NOTE: The above provisions are provided for purposes of guidance. Contract provisions should always be coordinated with Spok's Lead Counsel and/or Corporate Secretary/Treasurer.

APPENDIX B

Anti-Corruption Policy Acknowledgement

Name:

Title:

Department:

Location:

Supervisor:

I have received and read the Spok, Inc. Anti-Corruption Policy. I understand the Policy, the provisions of the Policy and the consequences of its violation. I hereby certify that I have not violated this Policy, the FCPA, the UK Bribery Act, or any other local anti-corruption laws in any way related to my employment at Spok; and I will not violate this Policy or these laws in the future. I understand that compliance with this policy is a condition of my continued employment and I hereby agree to abide by such Policy and the provisions contained therein. I understand that I can access a copy of the policy at any time on Spoknet and I know to whom I should refer questions should issues or questions arise.

Signature

Date