U.S. Department of Justice

Criminal Division

December 20, 2013

William J. Bachman, Esq.
Jon R. Fetterolf, Esq.
Williams & Connolly LLP
725 Twelfth Street, N.W.
Washington, D.C. 20005

Re: Archer Daniels Midland Company

Dear Messrs. Bachman and Fetterolf:

On the understandings specified below, the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the Central District of Illinois (collectively, the "Department") will not criminally prosecute Archer Daniels Midland Company (the "Company"), a corporation organized under the laws of Delaware and headquartered in Illinois, or any of its present or former parents, subsidiaries, or affiliates except as set forth in the Plea Agreement with respect to Alfred C. Toepfer International (Ukraine) Ltd. ("ACTI Ukraine") for any crimes (except for criminal tax violations, as to which the Department does not make any agreement) related to violations of the internal controls provisions of the Foreign Corrupt Practices Act ("FCPA"), Title 15, United States Code, Sections 78m(b) and 78ff(a), arising from or related to improper payments by the Company's subsidiaries, affiliates, or joint ventures in Ukraine and Venezuela, as described in Attachment A attached hereto, which is incorporated herein by reference, and any other conduct relating to internal controls, books and records, or improper payments disclosed by the Company to the Department prior to the date on which this Agreement was signed. The Department enters into this Non-Prosecution Agreement based, in part, on the following factors: (a) the Company's timely, voluntary, and thorough disclosure of the conduct; (b) the Company's extensive cooperation with the Department, including conducting a world-wide risk assessment and corresponding global internal investigation, expanding the scope of the investigation where necessary to ensure the review was effective and thorough, making numerous presentations to the Department on the status and findings of the internal investigation, voluntarily making current and former employees available for interviews, voluntarily producing documents to the Department, and compiling relevant documents by category for the Department; (c) the Company's early and extensive remedial efforts already undertaken at its own volition, and the agreement to undertake further enhancements to its compliance program as described in Attachment B (Corporate Compliance Program); and (d) the Company's agreement to provide annual, written reports to the Department on its progress and experience in monitoring and enhancing its compliance policies and procedures, as described in Attachment C (Corporate Compliance Reporting).

It is understood that the Company admits, accepts, and acknowledges responsibility for the conduct set forth in Attachment A and agrees not to make any public statement contradicting Attachment A.

This Agreement does not provide any protection against prosecution for any crimes except as set forth above, and applies only to the Company and its present or former parents, subsidiaries, and affiliates, and does not apply to any other entities or to any individuals. The Company expressly understands that the protections provided under this Agreement shall not apply to any acquirer or successor entity unless and until such acquirer or successor formally adopts and executes this Agreement.

The Company's obligations under this Agreement shall have a term of three (3) years from the date that this Agreement is executed, except as specifically provided in the following paragraph. It is understood that for the three-year term of this Agreement, the Company shall: (a) commit no felony under U.S. federal law; (b) truthfully and completely disclose, consistent with applicable law and regulations including data protection and privacy laws, all information not protected by a valid claim of privilege or work product with respect to the activities of the Company, its officers, directors, employees, and others concerning all matters related to improper payments, internal controls, or false books and records about which the Department inquires of it, which information can be used for any purpose, except as otherwise limited in this Agreement; and (c) bring to the Department's attention as quickly as is practicable all conduct by, or criminal investigations of, the Company, any of its employees, or its subsidiaries relating to any felony under U.S. federal law that come to the attention of the Company's senior management, as well as any administrative proceeding or civil action brought by any governmental authority that alleges fraud or corruption by or against the Company.

Until the date upon which all investigations and any prosecution arising out of the conduct described in this Agreement are concluded, whether or not they are concluded within the term of this Agreement, the Company shall, subject to applicable laws or regulations: (a) cooperate fully with the Department, the Federal Bureau of Investigation, and any other law enforcement agency designated by the Department regarding matters arising out of the conduct covered by this Agreement; (b) assist the Department in any investigation or prosecution arising out of the conduct covered by this Agreement by providing logistical and technical support for any meeting, interview, grand jury proceeding, or any trial or other court proceeding; (c) use its best efforts promptly to secure the attendance and truthful statements or testimony of any officer, director, agent, or employee of the Company at any meeting or interview or before the grand jury or at any trial or other court proceeding regarding matters arising out of the conduct covered by this Agreement; and (d) provide the Department, upon request, consistent with applicable law and regulations including data protection and privacy laws, all information, documents, records, or other tangible evidence not protected by a valid claim of privilege or work product regarding matters arising out of the conduct covered by this Agreement about which the Department or any designated law enforcement agency inquires.

It is understood that the Company has agreed to pay a monetary penalty of $9,450,000 provided, however, that any criminal penalties that might be imposed by the Court on ACTI Ukraine in connection with its guilty plea and plea agreement entered into simultaneously

herewith will be deducted from the $9,450,000 penalty agreed to under this Agreement. The Company agrees to pay this sum, if any, to the United States Treasury within ten (10) business days of the sentencing of ACTI Ukraine in connection with its guilty plea and plea agreement. The Company acknowledges that no tax deduction may be sought in connection with such payment.

It is understood that the Company will maintain, or as necessary, continue to strengthen its compliance, bookkeeping, and internal control standards and procedures, as set forth in Attachment B. It is further understood that the Company will report to the Department periodically regarding remediation and implementation of the compliance program and internal controls, policies, and procedures, as described in Attachment C.

It is understood that, if the Department in its sole discretion determines that, during the three-year period following the date of this Agreement, the Company has committed any felony under U.S. federal law after signing this Agreement, the Company has deliberately given false, incomplete, or misleading testimony or information at any time in connection with this Agreement, or the Company otherwise has violated any provision of this Agreement, the Company shall thereafter be subject to prosecution for any violation of federal law about which the Department has knowledge, including perjury and obstruction of justice. Any such prosecution that is not time-barred by the applicable statute of limitations on the date that this Agreement is executed may be commenced against the Company, notwithstanding the expiration of the statute of limitations during the term of this Agreement plus one year. Thus, by signing this agreement, the Company agrees that the statute of limitations with respect to any prosecution that is not time-barred as of the date this Agreement is executed shall be tolled for the term of this Agreement plus one year.

It is understood that, if the Department in its sole discretion determines that, during the three-year period following the date of this Agreement, the Company has committed any felony under U.S. federal law after signing this Agreement, the Company has deliberately given false, incomplete, or misleading testimony or information in connection with this Agreement, or the Company otherwise has violated any provision of this Agreement: (a) all statements made by the Company to the Department or other designated law enforcement agents, including Attachment A hereto, and any testimony given by the Company before a grand jury or other tribunal, whether before or after the execution of this Agreement, and any leads from such statements or testimony, shall be admissible in evidence in any criminal proceeding brought against the Company; and (b) the Company shall assert no claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, or any other federal rule that such statements or any leads therefrom are inadmissible or should be suppressed. By signing this Agreement, the Company waives all rights in the foregoing respects.

In the event that the Department determines that the Company has breached this Agreement, the Department agrees to provide the Company with written notice of such breach prior to instituting any prosecution resulting from such breach. The Company shall, within thirty (30) days of receipt of such notice, have the opportunity to respond to the Department in writing to explain the nature and circumstances of such breach, as well as the actions the Company has

taken to address and remediate the situation, which explanation the Department shall consider in determining whether to institute a prosecution.

It is further understood that this Agreement does not bind any federal, state, local, or foreign prosecuting authority other than the Department. The Department will, however, bring the cooperation of the Company to the attention of other prosecuting and investigative offices, if requested by the Company.

It is further understood that the Company and the Department may disclose this Agreement to the public.

With respect to this matter, from the date of execution of this Agreement forward, this Agreement supersedes all prior, if any, understandings, promises and/or conditions between the Department and the Company. No additional promises, agreements, or conditions have been entered into other than those set forth in this Agreement and none will be entered into unless in writing and signed by all parties.

Sincerely,

JAMES A. LEWIS
United States Attorney for the
Central District of Illinois

By: _____
Eugene Miller
Assistant United States Attorney

JEFFREY H. KNOX
Chief, Fraud Section
Criminal Division
Department of Justice

By: _____
Daniel S. Kahn
Trial Attorney, Fraud Section

AGREED AND CONSENTED TO:

Archer Daniels Midland Company

Date: 12/19/13

By: _____
D. Cameron Findlay
Senior Vice President,
General Counsel & Secretary
Archer Daniels Midland Company

Date: 12/19/13

By: _____
William J. Bachman
Jon R. Fetterolf
Williams & Connolly LLP

ATTACHMENT A

STATEMENT OF FACTS

This Statement of Facts is incorporated by reference as part of the non-prosecution agreement, dated December 20, 2013, between the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the Central District of Illinois (collectively, the "Department") and Archer Daniels Midland Company ("ADM" or the "Company"). The Department and the Company agree that the following facts are true and correct:

1. ADM was headquartered in Decatur, Illinois, and incorporated in Delaware. ADM issued and maintained a class of publicly traded securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934 (15 U.S.C. § 781), which traded on the New York Stock Exchange and, therefore, was an "issuer" within the meaning of the Foreign Corrupt Practices Act ("FCPA"), 15 U.S.C. § 78dd-1. ADM manufactured and sold protein meal, vegetable oil, corn sweeteners, flour, biodiesel, ethanol, and other value-added food and feed ingredients, and processed oilseeds, corn, wheat, cocoa, and other agricultural commodities.

Relevant Entities and Individuals

2. Alfred C. Toepfer International (Ukraine) Ltd. ("ACTI Ukraine") was an indirect 80%-owned subsidiary of ADM headquartered in Ukraine. ACTI Ukraine traded and sold commodities in and outside of Ukraine.

3. Alfred C. Toepfer International G.m.b.H. ("ACTI Hamburg") was an indirect 80%-owned subsidiary of ADM headquartered in Germany. ACTI Hamburg traded and sold commodities in and outside of Germany.

4. ADM Latin America ("ADM Latin") was a wholly owned subsidiary of ADM and a Delaware corporation and, therefore, was a "domestic concern" within the meaning of the Foreign Corrupt Practices Act ("FCPA"), 15 U.S.C. § 78dd-2. ADM Latin acted as a joint venture partner on behalf of ADM in certain Latin American countries, including Venezuela. ADM Latin was responsible for the accounting, invoicing, and payments relating to customers of its joint ventures, including its joint venture in Venezuela.

5. ADM de Venezuela Compania Anomina ("ADM Venezuela") was a joint venture between ADM Latin and several individuals in Venezuela ("joint venture partners"). One of the joint venture partners was a high-level executive at ADM Venezuela ("Executive A"). ADM Latin owned 50% of ADM Venezuela and the joint venture partners owned the other 50%. ADM Venezuela negotiated the sale of ADM's agricultural commodities to customers in Venezuela, and ADM Latin handled the accounting, invoicing, and payments in connection with those sales.

6. Vendor 1 was a U.K. export company that used both truck and rail services for the export of goods from Ukraine. From 2002 to 2008, ACTI Ukraine and ACTI Hamburg retained Vendor 1 to provide export-related services.

7. Vendor 2 was a Ukrainian insurance company that provided insurance policies for, *inter alia*, commodities. From 2007 to 2008, ACTI Ukraine made payments to Vendor 2, which it claimed were for insurance policies for ACTI Ukraine's commodities.

8. Industrias Diana C.A. ("Industrias Diana") was an oil company headquartered in Venezuela that was wholly owned by Petróleos de Venezuela S.A., Venezuela's state-owned and -controlled national oil company. Industrias Diana was a customer of ADM Latin.

9. Broker 1 was a third-party agent that purportedly performed brokerage services for customers of ADM Latin, including Industrias Diana, in connection with the purchase of commodities.

Conduct Relating to Ukraine

10. At certain times between in or around 2002 and in or around 2008, the Ukrainian government did not have the money to pay value-added tax ("VAT") refunds that it owed to companies for the sale of Ukrainian goods outside of Ukraine. During that time, ACTI Ukraine and ACTI Hamburg engaged in multiple fraudulent schemes involving the use of Vendor 1 and Vendor 2 to cover up bribes paid to Ukrainian government officials in exchange for those officials' assistance in helping ACTI Ukraine obtain VAT refunds. In total, ACTI Hamburg and ACTI Ukraine paid roughly $22 million to Vendor 1 and Vendor 2 to pass on nearly all of that money as bribes to Ukrainian government officials to obtain over $100 million in VAT refunds.

11. One such scheme involved overpaying Vendor 1 for commodities by an amount that Vendor 1 could use to bribe government officials in order to obtain VAT refunds on behalf of ACTI Ukraine. To cover Vendor 1 for the cost of the bribe and to pay Vendor 1 a handling fee for the bribe, ACTI Ukraine sold commodities to Vendor 1 for a certain price. Vendor 1 then sold those commodities to ACTI Hamburg for a higher price, which included the amount Vendor 1 paid for the commodities, shipping costs, the amount of the bribe, and a handling fee. The amount paid to Vendor 1 in connection with the bribe generally equaled eighteen (18) percent of the VAT refund obtained.

12. A second scheme involved purchasing unnecessary insurance policies from Vendor 2 so that Vendor 2 could use nearly all of that money to pay bribes to government officials in order to obtain VAT refunds on behalf of ACTI Ukraine. From 2007 to 2008, ACTI

Ukraine purchased unnecessary insurance policies for its commodities from Vendor 2 with premiums equal to eighteen (18) percent of the VAT refunds they received. ACTI Ukraine provided Vendor 2 with a listing of the assets to be covered by the policy the same day or the day after it was learned that ACTI Ukraine was going to receive a VAT refund.

13. In or around July 2002, executives from ACTI Hamburg traveled to ADM's headquarters in Decatur, Illinois for business meetings. In one of those meetings, these ACTI executives met with executives from ADM's tax department and discussed ACTI Ukraine's ability to recover VAT refunds and the way in which ACTI Ukraine was accounting for the write-down of those refunds. During this discussion, the ACTI Hamburg executives stated that the way in which ACTI Ukraine was recovering its VAT refunds was by making charitable donations.

14. On or about October 4, 2002, an ADM executive in the tax department sent an e-mail to the head of an international tax organization and stated, "One of our affiliates operates in the Ukraine. In order to recover 100% of their input VAT they have to pay 30% of the amount to local charities. The charitable amount is not deductible. Is this common practice in the Ukraine? Is this legal? Is there any way to avoid having to pay the 30% in order to get the 100%?"

15. On October 8, 2002, the ADM executive referenced in Paragraph 14 above forwarded the e-mail referenced in Paragraph 14 above to two other executives in ADM's tax department, and stated that he had spoken with the head of the international tax organization and that "the bottom line is that ACTI is getting screwed by someone...[T]he consensus is that there is no way legislation could require this situation. It could very well be a local tax authority issue. If ACTI would like we could have the [tax organization] address this issue with the local tax

authorities as a policy matter and not a company specific issue. They could raise the issue with some of the Tax Service headquarters people who the [tax organization] has had over to the US and with the Deputy Minister of Finance. The [tax organization] could give ACTI a veil to hide behind as this issue is addressed with the authorities and, hopefully, results in a fix for ACTI. Let me know what ACTI thinks about this."

16. On or about October 24, 2002, one of the ADM executives who received the e-mail referenced in Paragraph 15 above sent an e-mail to the other two executives on the e-mail referenced in Paragraph 15 above, summarizing the follow-up meeting he had with executives from ACTI Hamburg. In the e-mail, the ADM executive outlined six tax issues relating to ACTI entities that he discussed with ACTI Hamburg executives, including the VAT refunds for ACTI Ukraine, and stated, "[ACTI's] current procedure is to book the input VAT as a balance sheet receivable and write it down on average of 30% a year (depending on interest rates, devaluation, etc.)...According to [an executive at ACTI Hamburg] it is a fight every year [to get VAT refunds] but overall he thinks that Toepfer has good contacts with politicians and the authorities in the Ukraine. I mentioned that [the ADM executive referenced in Paragraph 15 above] had some good contacts as well within business organizations operating in the Ukraine like the [the tax organization referenced in Paragraph 15 above] which also might be helpful. The issue here is that [the ACTI Hamburg executive] to[ld] me that the Toepfer's contacts usually ask for 'donations'. I asked him how much were these 'donations' and he answered that they could be up to 20% of the VAT receivable. My concern is that these 'donations' are not legal, not deductible, are Subpart F income and against ADM corporate compliance policy. Additionally, I am not sure that the way they are booking this VAT receivable is US GAAP. I am open to suggestions on how to proceed on this."

17. In or around 2004, ADM established a joint venture in Ukraine between ADM and a Swiss company. In connection with the creation of the joint venture, ADM retained an accounting firm to perform an analysis of tax issues that might arise.

18. On or about April 30, 2004, ADM's accounting firm sent a letter to two ADM executives, stating: "There are a number of structures aimed at facilitation of VAT refund that are widespread in Ukraine....Some of these structures bear legal risks and may be challenged by the tax authorities. Moreover, structures normally envisage that the exporter obtains VAT refund with a 30-40% discount. From the discussions during our meeting in Odessa we learned that [the Swiss joint venture company] currently implements various VAT optimization structures at its subsidiary and plans to have them implemented at the joint venture. Since these structures often lack transparency and sometimes have tax and legal risks attached, we believe there is a need to perform a more detailed analysis of their applicability at the joint venture."

19. In or around November 2006, ADM's accounting firm conducted an audit of ACTI Ukraine and discovered a "reserve" kept on ACTI Ukraine's books equal to a percentage of the VAT refunds ACTI Ukraine was owed. As a result of this discovery, executives at ADM questioned executives at ACTI Hamburg and ACTI Ukraine about the reserve.

20. On or about January 12, 2007, an executive at ADM sent an e-mail to executives at ACTI Hamburg and ACTI Ukraine about the reserve referenced in Paragraph 19 above, and asked, "Regarding the provision for the VAT receivable, I was wondering if there was any formula you used to come up with the 20% provision, perhaps based on the ageing of the amounts due?"

21. On or about January 12, 2007, in response to the e-mail referenced in Paragraph 20 above, an executive from ACTI Hamburg sent an e-mail stating, "On the one hand, we have –

most probably – to pay a price for recovering the VAT from the authorities. The price range, which we heard about is between 10% up to 35% in some regions....The depreciation of 20% is an estimation – to the best of our actual knowledge – about the costs, which we have to spend for recovering about 5% interest and about 15% real costs for recovering."

22. On or about January 23, 2007, upon learning that ACTI Ukraine had recovered a VAT refund of approximately $11.1 million, an ADM executive notified several other ADM executives about the refund.

23. On or about January 23, 2007, one of the notified executives referred to in Paragraph 22 above sent an e-mail to other ADM executives, stating, "Can you find out what the basis of payment was. Does it catch-up ACTI's claims through a certain point in time or was it based on some % of the amount owed?"

24. On or about January 23, 2007, an ADM executive responded to the e-mail referenced in Paragraph 23 above and stated, "I spoke with [an executive at ACTI Hamburg] and he said this is from 2005...but the collection came with a price, the price being the government required a 'depreciation' (as [the ACTI Hamburg executive] called it) of 18%.....basically, the companies owed the money from the government had to write off 18% to collect this amount. He is hopeful there is no more 'depreciation' but he does not have a clear picture as to when the payment might be received or how the govt will settle the balance."

25. On or about January 30, 2007, an executive from ACTI Hamburg sent an e-mail to two ADM executives, stating, "Just to give you a further up-date: Meanwhile, we have received further VAT-amounts of UAH 152.2 million (= EUR 22.8 million). Costs for this transaction amount to 18%. We are covered by our depreciation, which we have booked as per end of November 2006."

26. During this time period, in fact, there were not charitable donations or legitimate depreciation as referenced in the paragraphs above. Rather, ACTI Ukraine and ACTI Hamburg were paying these amounts to Vendor 1 and Vendor 2 for the purpose of passing on nearly all of the money to pay bribes to government officials to obtain VAT refunds.

27. Between 2002 and 2008, despite ADM executives knowing the concerns described above, ADM failed to implement sufficient anti-bribery compliance policies and procedures, including oversight of third-party vendor transactions, to prevent corrupt payments at ACTI Ukraine and ACTI Hamburg.

Conduct Relating to Venezuela

28. From at least in or around 2004 to in or around 2009, when customers in Venezuela purchased commodities through ADM Venezuela, the customers paid for the commodities via payment to ADM Latin. During this time period, a number of customers overpaid ADM Latin for the commodities by including a brokerage commission in the cost of the commodities. At the instruction of ADM Venezuela, including Executive A, and ADM Latin's customers, rather than repaying these excess amounts to the customer directly, ADM Latin made payments to third-party bank accounts outside of Venezuela, which, in many instances, were used to funnel payments to accounts owned by employees or principals of the customer. In addition, ADM Venezuela personnel prepared invoices to ADM Latin's customers that violated Venezuelan laws and regulations regarding foreign currency exchanges.

29. In or around 1998, as part of ADM's evaluation of a prospective joint venture with Joint Venture Partner, ADM employees reported to ADM's management that "some business practices [of the joint venture partners], primarily attributable to the obtaining import licenses in Venezuela and invoicing practices used to allow payment to principles for

'commissions' off shore could be construed as violations of the Foreign Corruption Practices Act. These are practices that seem to be common for operations of this nature but a review is needed to insure we are comfortable that we would not be violating any laws." The report also stated that Venezuelan customers of the joint venture partners at times requested that "commissions" be added to the price at which the joint venture partners sold them grain and then subsequently instructed that these "commissions" be wired to accounts in the United States under the customer's control.

30. In response to this report, ADM identified the customer "commission" practice as a business risk and recognized that customers may attempt to engage in such transactions with ADM Latin through the prospective joint venture, and instituted a policy that prohibited the repayment of excess funds to any account other than that originally used by the customer to make the payment.

31. However, although this policy was made known to Executive A and some ADM Venezuela employees, it was initially not formalized and from in or around 1999 until in or around 2004 the same practices continued. The customers submitted excess payments to ADM Latin, claiming that the overpayment was attributable to deferred credit expenses ("DCE"). DCE refers to a costing built into contracts to cover uncertain future costs such as vessel delay. When the customer, through Executive A and others at ADM Venezuela, instructed ADM Latin to return the excess DCE payments, rather than instructing ADM Latin to return the money to the same bank account from which it came, the customer instructed ADM Latin to pay the money into different bank accounts outside of Venezuela in the name of third parties. These DCE refund payments were handled by ADM Latin's credit department.

32. In or around 2003, Venezuela enacted currency exchange controls that were administered through the Comisión de Administración de Divisas ("CADIVI"). Laws and regulations enacted thereafter established an official rate for obtaining foreign currency for imports, which required that in order to obtain U.S. dollars at the official rate for purchases for ADM Latin, customers needed to submit detailed documentation, including invoices, to CADIVI for approval. At all relevant times, Venezuelan laws and regulations did not authorize release of U.S. dollars to an importer for the purpose of paying a customers' brokerage commission, and further required that any commission amount be specifically itemized on the invoices presented to CADIVI for approval. Despite these requirements, ADM Venezuela personnel prepared invoices to customers of ADM Latin for the purpose of their submission to CADIVI that did not specifically reference the commission amounts that were included in the commodity price.

33. In or around 2004, ADM conducted an audit of ADM Venezuela due to an issue pertaining to Executive A and uncovered the payments to third-party bank accounts being made through DCE. Although ADM took some remedial measures, including terminating the employment of the credit employee who had signed off on the refunds, conducting limited training on compliance for its joint venture partners, and instituting a written policy prohibiting refund payments of DCE to bank accounts different than the accounts from which the money came, the policy was narrowly drawn only to cover DCE payments. ADM did not train ADM Latin employees and did not take adequate steps to monitor ADM Latin and ADM Venezuela to prevent such payments in forms other than DCE. .

34. From in or around 2004 to in or around 2009, various customers, with the help of ADM Venezuela, including Executive A, began classifying these additional expenses as "commissions" or "commissions K," rather than DCE, which were processed by the accounting

department at ADM Latin, rather than the credit department. Therefore, when the customers instructed that the excess "commissions" be paid to third-party entities at third-party bank accounts, ADM Latin authorized and made the payments.

35. In or around 2008, Executive A and others at ADM Venezuela negotiated the sale of soybean oil from ADM Latin to Industrias Diana for a price of $1,210 per metric ton, which was projected to equal roughly $9.68 million.

36. On or about December 31, 2008, $9.68 million was transferred into ADM Latin's bank account under a guarantee agreement.

37. On or about January 7, 2009, ADM Venezuela transmitted to ADM Latin a breakdown of the actual costs of the transaction. The breakdown of the costs included, *inter alia*, a commission of $1,735,157.49 to be paid to Broker 1 despite the fact that Broker 1 did not have any involvement in the negotiation or sale of the soybean oil.

38. Subsequently, ADM Venezuela sent an invoice to Industrias Diana which broke out all of the various costs it had transmitted to ADM Latin except the commission amount. The commission amount was hidden within the total invoice amount.

39. In or around February 2009, Broker 1 submitted an invoice to ADM Latin for the $1,735,157.49 commission amount, which ADM Latin paid to Broker 1's bank account. Broker 1 then transferred this amount, in large part, to an account in the name of an employee of Industrias Diana.

40. On a number of other occasions, ADM Latin made payments to Broker 1's bank account in connection with the purchase of commodities by other customers. Broker 1 then transferred those amounts, in large part, to bank accounts outside of Venezuela in the name of

the principals of those customers. In total, ADM Latin transferred roughly $5 million to Broker 1.

41. Roughly ninety-eight (98) percent of the money transferred by ADM Latin to Broker 1's bank account at the instruction of customers was then transferred from Broker 1's account to accounts outside of Venezuela owned by one of the principals of the customers.

42. For example, on or about November 13, 2007, Broker 1 transferred approximately $235,199 to an account owned and controlled by the principal of a customer of ADM Latin. On or about November 19, 2007, Broker 1 transferred approximately $58,798.87 to the same account.

43. Similarly, on or about November 20, 2007, Broker 1 transferred approximately $107,281.42 to an account owned and controlled by the principal of another customer of ADM Latin.

44. In addition, Broker 1 made two transfers, totaling approximately $38,551, to accounts owned and controlled by Executive A, as well as numerous transfers to a company in which Executive A had ownership interest.

ATTACHMENT B

CORPORATE COMPLIANCE PROGRAM

In order to address any deficiencies in its internal controls, compliance code, policies, and procedures regarding compliance with the Foreign Corrupt Practices Act ("FCPA"), 15 U.S.C. §§ 78dd-1, *et seq.*, and other applicable anti-corruption laws, Archer Daniels Midland Company (the "Company") agrees to continue to conduct, in a manner consistent with all of its obligations under this Agreement, appropriate reviews of its existing internal controls, policies, and procedures.

Where necessary and appropriate, the Company agrees to adopt new or to modify existing internal controls, compliance code, policies, and procedures in order to ensure that it maintains: (a) a system of internal accounting controls designed to ensure that the Company makes and keeps fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance code, policies, and procedures designed to detect and deter violations of the FCPA and other applicable anti-corruption laws. At a minimum, this should include, but not be limited to, the following elements to the extent they are not already part of the Company's existing internal controls, compliance code, policies, and procedures:

High-Level Commitment

1. The Company will ensure that its directors and senior management provide strong, explicit, and visible support and commitment to its corporate policy against violations of the anti-corruption laws and its compliance code.

Policies and Procedures

2. The Company will develop and promulgate a clearly articulated and visible corporate policy against violations of the FCPA and other applicable foreign law counterparts

(collectively, the "anti-corruption laws,"), which policy shall be memorialized in a written compliance code.

3. The Company will develop and promulgate compliance policies and procedures designed to reduce the prospect of violations of the anti-corruption laws and the Company's compliance code, and the Company will take appropriate measures to encourage and support the observance of ethics and compliance policies and procedures against violation of the anti-corruption laws by personnel at all levels of the Company. These anti-corruption policies and procedures shall apply to all directors, officers, and employees and, where necessary and appropriate, outside parties acting on behalf of the Company in a foreign jurisdiction, including but not limited to, agents and intermediaries, consultants, representatives, distributors, teaming partners, contractors and suppliers, consortia, and joint venture partners (collectively, "agents and business partners"). The Company shall notify all employees that compliance with the policies and procedures is the duty of individuals at all levels of the company. Such policies and procedures shall address:

a. gifts;

b. hospitality, entertainment, and expenses;

c. customer travel;

d. political contributions;

e. charitable donations and sponsorships;

f. facilitation payments; and

g. solicitation and extortion.

4. The Company will ensure that it has a system of financial and accounting procedures, including a system of internal controls, reasonably designed to ensure the maintenance of fair and accurate books, records, and accounts. This system should be designed to provide reasonable assurances that:

a. transactions are executed in accordance with management's general or specific authorization;

b. transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and to maintain accountability for assets;

c. access to assets is permitted only in accordance with management's general or specific authorization; and

d. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

Periodic Risk-Based Review

5. The Company will develop these compliance policies and procedures on the basis of a risk assessment addressing the individual circumstances of the Company, in particular the foreign bribery risks facing the Company, including, but not limited to, its geographical organization, interactions with various types and levels of government officials, industrial sectors of operation, involvement in joint venture arrangements, importance of licenses and permits in the Company's operations, degree of governmental oversight and inspection, and volume and importance of goods and personnel clearing through customs and immigration.

6. The Company shall review its anti-corruption compliance policies and procedures no less than annually and update them as appropriate to ensure their continued effectiveness, taking into account relevant developments in the field and evolving international and industry standards.

Proper Oversight and Independence

7. The Company will assign responsibility to one or more senior corporate executives of the Company for the implementation and oversight of the Company's anti-corruption compliance code, policies, and procedures. Such corporate official(s) shall have the authority to report directly to independent monitoring bodies, including internal audit, the Company's Board of Directors, or any appropriate committee of the Board of Directors, and shall have an adequate level of autonomy from management as well as sufficient resources and authority to maintain such autonomy.

Training and Guidance

8. The Company will implement mechanisms designed to ensure that its anti-corruption compliance code, policies, and procedures are effectively communicated to all directors, officers, employees, and, where necessary and appropriate, agents and business partners. These mechanisms shall include: (a) periodic training for all directors and officers, all employees in positions of leadership or trust, positions that require such training (e.g., internal audit, sales, legal, compliance, finance), or positions that otherwise pose a corruption risk to the Company, and, where necessary and appropriate, agents and business partners; and (b) corresponding certifications by all such directors, officers, employees, agents, and business partners, certifying compliance with the training requirements.

9. The Company will maintain, or where necessary establish, an effective system for providing guidance and advice to directors, officers, employees, and, where necessary and appropriate, agents and business partners, on complying with the Company's anti-corruption compliance code, policies, and procedures, including when they need advice on an urgent basis or in any foreign jurisdiction in which the Company operates.

Internal Reporting and Investigation

10. The Company will maintain, or where necessary establish, an effective system for internal and, where possible, confidential reporting by, and protection of, directors, officers, employees, and, where appropriate, agents and business partners concerning violations of the anti-corruption laws or the Company's anti-corruption compliance code, policies, and procedures.

11. The Company will maintain, or where necessary establish, an effective and reliable process with sufficient resources for responding to, investigating, and documenting allegations of violations of the anti-corruption laws or the Company's anti-corruption compliance code, policies, and procedures.

Enforcement and Discipline

12. The Company will implement mechanisms designed to effectively enforce its compliance code, policies, and procedures, including appropriately incentivizing compliance and disciplining violations.

13. The Company will institute appropriate disciplinary procedures to address, among other things, violations of the anti-corruption laws and the Company's anti-corruption compliance code, policies, and procedures by the Company's directors, officers, and employees.

Such procedures should be applied consistently and fairly, regardless of the position held by, or perceived importance of, the director, officer, or employee. The Company shall implement procedures to ensure that where misconduct is discovered, reasonable steps are taken to remedy the harm resulting from such misconduct, and to ensure that appropriate steps are taken to prevent further similar misconduct, including assessing the internal controls, compliance code, policies, and procedures and making modifications necessary to ensure the overall anti-corruption compliance program is effective.

Third-Party Relationships

14. The Company will institute appropriate risk-based due diligence and compliance requirements pertaining to the retention and oversight of all agents and business partners, including:

a. properly documented due diligence pertaining to the hiring and appropriate and regular oversight of agents and business partners;

b. informing agents and business partners of the Company's commitment to abiding by anti-corruption laws, and of the Company's anti-corruption compliance code, policies, and procedures; and

c. seeking a reciprocal commitment from agents and business partners.

15. Where necessary and appropriate, the Company will include standard provisions in agreements, contracts, and renewals thereof with all agents and business partners that are reasonably calculated to prevent violations of the anti-corruption laws, which may, depending upon the circumstances, include: (a) anti-corruption representations and undertakings relating to compliance with the anti-corruption laws; (b) rights to conduct audits of the books and records of

the agent or business partner to ensure compliance with the foregoing; and (c) rights to terminate an agent or business partner as a result of any breach of the anti-corruption laws, the Company's compliance code, policies, or procedures, or the representations and undertakings related to such matters.

Mergers and Acquisitions

16. The Company will develop and implement policies and procedures for mergers and acquisitions requiring that the Company conduct appropriate risk-based due diligence on potential new business entities, including appropriate FCPA and anti-corruption due diligence by legal, accounting, and compliance personnel.

17. The Company will ensure that the Company's compliance code, policies, and procedures regarding the anti-corruption laws apply as quickly as is practicable to newly acquired businesses or entities merged with the Company and will promptly:

a. train the directors, officers, employees, agents, and business partners consistent with Paragraph 8 above on the anti-corruption laws and the Company's compliance code, policies, and procedures regarding anti-corruption laws; and

b. where warranted, conduct an FCPA-specific audit of all newly acquired or merged businesses as quickly as practicable.

Monitoring and Testing

18. The Company will conduct periodic reviews and testing of its anti-corruption compliance code, policies, and procedures designed to evaluate and improve their effectiveness in preventing and detecting violations of anti-corruption laws and the Company's anti-corruption

code, policies, and procedures, taking into account relevant developments in the field and evolving international and industry standards.

ATTACHMENT C

REPORTING REQUIREMENTS

Archer Daniels Midland Company (the "Company") agrees that it will report to the Department periodically, at no less than twelve-month intervals during a three-year term, regarding remediation and implementation of the compliance program and internal controls, policies, and procedures described in Attachment B. Should the Company discover credible evidence, not already reported to the Department, that questionable or corrupt payments or questionable or corrupt transfers of property or interests may have been offered, promised, paid, or authorized by any Company entity or person, or any entity or person working directly for the Company (including its affiliates and any agent), or that related false books and records have been maintained, the Company shall promptly report such conduct to the Department. During this three-year period, the Company shall: (1) conduct an initial review and submit an initial report, and (2) conduct and prepare at least two (2) follow-up reviews and reports, as described below:

a. By no later than one (1) year from the date this Agreement is executed, the Company shall submit to the Department a written report setting forth a complete description of its remediation efforts to date, its proposals reasonably designed to improve the Company's internal controls, policies, and procedures for ensuring compliance with the FCPA and other applicable anti-corruption laws, and the proposed scope of the subsequent reviews. The report shall be transmitted to Deputy Chief - FCPA Unit, Fraud Section, Criminal Division, U.S. Department of Justice, 1400 New York Avenue, NW, Bond Building, Eleventh Floor, Washington, DC 20530. The Company may extend the time period for issuance of the report with prior written approval of the Department.

b. The Company shall undertake at least two (2) follow-up reviews incorporating the Department's views on the Company's prior reviews and reports, to further monitor and assess whether the Company's policies and procedures are reasonably designed to detect and prevent violations of the FCPA and other applicable anti-corruption laws.

c. The first follow-up review and report shall be completed by no later than one (1) year after the initial review. The second follow-up review and report shall be completed by no later than one (1) year after the completion of the preceding follow-up review.

d. The reports will likely include proprietary, financial, confidential, and competitive business information. Moreover, public disclosure of the reports could discourage cooperation, impede pending or potential government investigations and thus undermine the objectives of the reporting requirement. For these reasons, among others, the reports and the contents thereof are intended to remain and shall remain non-public, except as otherwise agreed to by the parties in writing, or except to the extent that the Department determines in its sole discretion that disclosure would be in furtherance of the Department's discharge of its duties and responsibilities or is otherwise required by law.

e. The Company may extend the time period for submission of any of the follow-up reports with prior written approval of the Department.