U.S. Department of Justice

Criminal Division
Fraud Section

Washington, D.C. 20530

August 6, 2010

Edward J. Fuhr, Esq.
Hunton & Williams LLP
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, Virginia 23219

Re: Alliance One International, Inc.

Dear Mr. Fuhr:

Based upon the understandings set forth below, the United States Department of Justice, Criminal Division, Fraud Section (the "Department" or "this Office") agrees not to prosecute Alliance One International, Inc., or its subsidiaries and affiliates (collectively "Alliance"), other than the pleas entered by Alliance One International AG and Alliance One Tobacco Osh, LLC, for any crimes (except criminal tax violations, as to which this Office cannot and does not make any agreement), as described in Appendix A, related to:

1. Improper payments (or agreements to make improper payments) made by employees and agents of its subsidiary or predecessor corporations in the form of:

   a. corrupt payments made to foreign officials in Kyrgyzstan including (i) bribes paid to officials of the Kyrgyz Tamekisi; (ii) bribes paid to Akims; and (iii) bribes paid to Kyrgyz tax officials, which payments were made for the purpose of obtaining and retaining business with Kyrgyzstan government entities; and

   b. corrupt payments made to foreign officials in Thailand in the form of kickbacks paid to officials of the Thailand Tobacco Monopoly, which payments were made for the purpose of obtaining and retaining business with Thailand government entities; and

2. The accounting and record-keeping practices associated with these improper payments.

This Agreement is based upon the facts and circumstances as set forth in the Statement of Facts, attached to this letter as Appendix A, which is incorporated herein by this reference. It is understood that Alliance admits, accepts, and acknowledges successor corporate responsibility for the conduct of its corporate predecessors as described in Appendix A and agrees not to make any public statement contradicting Appendix A.

The Department enters into this Agreement based, in part, on the following factors: (a) Alliance's timely, voluntary and complete disclosure of the conduct and events described in Appendix A; (b) Alliance's thorough, real-time cooperation with the Department and the Securities and Exchange Commission, including its voluntary production of documents; (c) the remedial compliance efforts undertaken and to be undertaken by Alliance; and (d) no further criminal conduct has occurred since the merger that created Alliance.

If Alliance fully complies with the understandings specified in this non-prosecution agreement, including all Appendices hereto (the "Agreement"), no information given by or on behalf of Alliance at the request of the Department (or any other information directly or indirectly derived therefrom) will be used against Alliance in any criminal tax prosecution. This Agreement does not provide any protection against prosecution for any crimes except as set forth above, and applies only to Alliance and not to any other entities or individuals except as set forth in this Agreement. Alliance expressly understands that the protections provided to Alliance shall not apply to any acquirer or successor entities unless and until such acquirer or successor formally adopts and executes this Agreement.

It is understood that for the three-year period following the date of this Agreement, Alliance shall: (a) commit no federal felony offenses whatsoever; (b) truthfully and completely disclose non-privileged information with respect to the activities of Alliance, its officers, employees, subsidiaries and others concerning all matters about which the Department may inquire, which information may be used for any purpose, except as otherwise limited in this Agreement; and (c) promptly disclose to the Department all criminal conduct by, or criminal investigations of, Alliance or any of its senior management, that comes to the attention of Alliance or any of its senior management, as well as any administrative proceeding or civil action brought by any governmental authority that alleges fraud by or against Alliance.

Until all investigations and prosecutions arising out of the conduct described in this Agreement are concluded, whether or not they are concluded within the three-year term specified in the preceding paragraph, Alliance shall: (a) cooperate fully with the Department, the Securities and Exchange Commission, and any other law enforcement agency designated by the Department; (b) assist the Department in any investigation or prosecution arising out of the conduct described in 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 to secure the attendance and truthful statements or testimony of any officer, agent or employee at any meeting or interview or before a grand jury or at any trial or other court proceeding; and (d) produce all non-privileged information, documents, records, or other tangible evidence as requested by the Department or any designated law enforcement agency.

It is understood that Alliance shall strengthen its internal controls, including its compliance code and compliance standards and procedures, as set forth in Appendix B. In addition, Alliance shall retain and pay for an independent corporate monitor as described in Appendix C.

It is understood that, during the three-year period following the date of this Agreement, if this Office determines that Alliance has committed any federal felony offense, has knowingly provided false, incomplete, or misleading testimony or information, or has otherwise violated any provision of this Agreement, Alliance shall thereafter be subject to prosecution for any federal offense, including perjury and obstruction of justice. Any such prosecution that is not time-barred by the applicable statute of limitations on the date this Agreement is executed may be commenced against Alliance, notwithstanding the expiration of the statute of limitations, at any time between the signing of this Agreement and the expiration of the three-year term of the Agreement plus one year. Thus, by signing this Agreement, Alliance agrees that the statute of limitations with respect to any prosecution that is not already time-barred on the date this Agreement is signed shall be tolled for the term of this Agreement plus one year.

Further, it is understood that, during the three-year period following the date of this Agreement, if this Office determines that Alliance has committed any federal felony offense, has knowingly provided false, incomplete, or misleading testimony or information, or has otherwise violated any provision of this Agreement: (a) all statements and admissions made by Alliance to this Office or other designated law enforcement agents, including the facts as agreed in Appendix A hereto, and any testimony given by Alliance before a grand jury or other tribunal, whether prior or subsequent to the signing of this Agreement, and any leads derived from such statements or testimony shall be admissible in evidence in any criminal proceeding brought against Alliance; and (b) Alliance 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, Alliance waives all rights in the foregoing respects.

It is further understood that this Agreement does not bind any federal, state, local or foreign prosecuting authority other than this Office. This Office will, however, bring Alliance's cooperation to the attention of other prosecuting and investigative authorities, including any foreign prosecuting authority, if requested by Alliance. It is further understood that Alliance and this Office may disclose this Agreement to the public.

With respect to this matter, from the date of this Agreement forward, this Agreement supersedes all prior, understandings, promises and/or conditions, if any, between the Department and Alliance. No additional promises, agreements, and 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.

Very truly yours,

DENIS J. McINERNEY, CHIEF
Fraud Section, Criminal Division

By: 

JOHN A. MICHELICH
Senior Trial Attorney
Fraud Section, Criminal Division

AGREED AND CONSENTED TO:

FOR ALLIANCE ONE INTERNATIONAL, INC.:

8/9/10
Date

HENRY C. BABB
Senior Vice-President,
Chief Legal Officer and Secretary
Alliance One International, Inc.

8/6/10
Date

EDWARD J. FUHR, ESQ.
HUNTON & WILLIAMS, LLP
Counsel for Alliance One International, Inc.

APPENDIX A

STATEMENT OF FACTS

This Statement of Facts is incorporated by reference as part of the Agreement, dated July ___, 2010, between the United States Department of Justice, Criminal Division, Fraud Section and Alliance One International Inc. ("Alliance"). The parties hereby agree and stipulate that the following information is true and accurate. Alliance accepts and acknowledges that it is responsible for the acts of its officers, employees and predecessor corporations as set forth below. If this matter were to proceed to trial, the United States would prove the following facts beyond a reasonable doubt:

BACKGROUND

DIMON, Incorporated

1. Prior to 2005, DIMON, Incorporated ("Dimon"), was a leaf tobacco merchant that maintained its principal place of business in Danville, Virginia. Dimon purchased and processed leaf tobacco grown throughout the world and sold it to manufacturers of tobacco products. Dimon 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. § 78l) and was required to file periodic reports with the United States Securities and Exchange Commission under Section 13 of the Securities Exchange Act (15 U.S.C. § 78m). Accordingly, Dimon was an "issuer" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(a) and, as such, was required to make and keep books, records and accounts which, in reasonable detail, accurately and fairly reflected the transactions and disposition of Dimon's assets. Dimon also had an obligation to ensure that its wholly owned subsidiaries, including Dimon International Kyrgyzstan, Inc. and Dimon International AG, maintained accurate books and records.

Standard Commercial Corporation

2. Prior to 2005, Standard Commercial Corporation ("Standard"), operated as a leaf tobacco merchant and maintained its principal place of business at Wilson, North Carolina. Standard purchased and processed tobacco grown throughout the world and sold it to manufacturers of tobacco products. Standard 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. § 78l) and was required to file periodic reports with the United States Securities and Exchange Commission under Section 13 of the Securities Exchange Act (15 U.S.C. § 78m). Accordingly, Standard was an "issuer" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(a) and, as such, was required to make and keep books, records and accounts which, in reasonable detail, accurately and fairly reflected the transactions and disposition of assets of Standard. Standard also had an obligation to ensure that its wholly owned subsidiaries, including Standard Brazil Ltd., maintained accurate books and records.

Alliance One International, Inc.

3. In 2005, Dimon and Standard merged to form Alliance One International, Inc. ("AOI"), which also was engaged in business as a leaf tobacco merchant worldwide. AOI was a publicly traded Virginia corporation that maintained its principal place of business in Morrisville, North Carolina. AOI purchased and processed tobacco grown in more than 45 countries and sold tobacco to manufacturers of consumer tobacco products in more than 90 countries around the world. AOI carried out its business through several subsidiary corporations organized under the laws of many foreign jurisdictions.

IMPROPER PAYMENTS IN KYRGYZSTAN

Dimon International Kyrgyzstan

4. Prior to 2005, Dimon maintained a wholly owned subsidiary under the name of Dimon International Kyrgyzstan, Inc. ("DIK"), that was organized under the laws of the Republic of Kyrgyzstan, and conducted business in Kyrgyzstan, the Western District of Virginia and elsewhere. During the relevant period, DIK purchased and processed tobacco grown in Kyrgyzstan, and shipped processed tobacco to Dimon's customers throughout the world. DIK maintained its principal place of business in Osh, Kyrgyzstan and made regular reports of its business operations and financial accounts to officers of Dimon located at its headquarters in Danville, Virginia. DIK regularly sought approval for management decisions from Dimon management and worked with and communicated with individuals acting as DIK's agents in Danville, Virginia, and Farmville, North Carolina, who undertook certain acts within the territory of the United States such that DIK was a "person" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-3(f)(1).

Alliance One Tobacco Osh, LLC

5. After the merger of Dimon and Standard in 2005, AOI changed the name of its Kyrgyz subsidiary from DIK to Alliance One Tobacco Osh, LLC ("AOI-Kyrgyzstan"), which continued to operate in Kyrgyzstan as a wholly owned subsidiary of AOI. AOI-Kyrgyzstan is the corporate successor to DIK, and is legally accountable for the criminal acts of its predecessor corporation. Accordingly, AOI-Kyrgyzstan was a "person" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-3(f)(1).

Corrupt Payments to the Kyrgyz Tamekisi

6. In or around spring 1996, the Government of Kyrgyzstan established the Kyrgyz Tamekisi ("Tamekisi"), an agency and instrumentality of the government, to manage and control the government-owned shares of the tobacco processing facilities throughout Kyrgyzstan. "Kyrgyz Official A," served as the General Director of the Tamekisi and, as such, was a "foreign official" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-3(f)(2)(A).

7. On or about September 27, 1996, officers of another Dimon subsidiary, Dimon International, Inc. ("Dimon International") entered into a written agreement with the Tamekisi concerning the manner in which DIK would be allowed to conduct business in Kyrgyzstan.

8. On or about October 22, 1996, a senior executive involved in Dimon International's European operations and Kyrgyz Official A signed a written amendment to the previous agreement whereby the Tamekisi agreed, among other things, to issue a license to DIK to process and export tobacco from the 1996 crop. Further, DIK agreed to pay the Tamekisi $0.18 per kilogram for future tobacco processing services plus an additional $0.05 per kilogram for "financial assistance.

9. On or about September 26, 1997, DIK Employee A sent a memorandum by facsimile transmission from the offices of a Dimon subsidiary in Aalsmeer, Netherlands, to officers of Dimon located at its corporate offices in Danville, Virginia, in which he stated: "As in last years situation, there are also some 'special assistance' charges that will have to be included as was the case last year. In last years case, we paid the Kyrgyztamekisi $0.05 per kilogram as a development charge for the tobacco market. This year the charge has been reduced to $0.025 per kilogram as development money but, they also want an additional $0.02 per kilogram which will be 'black'

money. This black money will be split 4 ways one part to [Kyrgyz Official A], one part to [Kyrgyz Official B], one part to [Kyrgyz Official C] and one part to DIMON."

10. From in or around October 1996, and continuing through at least February 2004, DIK made cash payments to Kyrgyz Official A totaling approximately $2,684,060. These payments were calculated roughly at the rate of $0.05 per kilogram of tobacco processed by the Tamekisi and represented the "financial assistance" called for in the written agreement, although the Tamekisi performed no additional services to DIK. In fact, the "financial assistance" payments to Kyrgyz Official A were bribes, intended by DIK and Dimon to influence acts or decisions of Kyrgyz Official A in his official capacity and to secure DIK's continued access to the tobacco processing facilities controlled by the Tamekisi.

Corrupt Payments to the Kyrgyz Akims

11. In Kyrgyzstan, each municipal, district or provincial governmental unit was headed by a public official known as an "Akim," who was appointed to the post by the President of Kyrgyzstan on the advice of the Prime Minister. Accordingly, the Akims were "foreign officials" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-3(f)(2)(A). Each Akim could exercise authority over the sale of tobacco by the growers within the local geographical area. Beginning in or around 1996, it became necessary for DIK to obtain permission from local Akims to purchase tobacco from the growers in each area. Several of the Akims demanded payment of a "commission" from DIK in order to secure permission for DIK to purchase tobacco from local growers.

12. From in or around January1996, and continuing through at least in or around March 2004, DIK made cash payments on behalf of Dimon to the Akims of five different municipalities

totaling approximately $283,762 in order to influence the acts and decisions of the Akims and to secure DIK's continued ability to purchase tobacco from growers in the municipalities controlled by the Akims.

Corrupt Payments to the Kyrgyz Tax Inspectors

13. During periodic audits of Dimon's business affairs in Kyrgyzstan, the Kyrgyz Tax Inspection Police, who were "foreign officials" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-3(f)(2)(A), assessed penalties and threatened to shut down DIK. From in or around March 2000 through in or around March 2003, DIK made approximately nine cash payments to officers of the Kyrgyz Tax Inspection Police totaling approximately $82,850 in order to influence the acts and decisions of the Kyrgyz Tax Inspection Police and to secure DIK's continued ability to conduct its business in Kyrgyzstan.

The "Special Account"

14. DIK maintained a company bank account at the Demir Kyrgyz International Bank in Osh, Kyrgyzstan, that was known as the "special account." The special account was kept in the name of the Dimon employees who served as DIK Country Manager for Kyrgyzstan ("DIK Employee A") and successive DIK Finance Directors ("DIK Employee B" and "DIK Employee C"). DIK Employee A, assisted from time to time by DIK Employee B and DIK Employee C, withdrew cash from the special account, in the form of U.S. currency, that he used to make the payments to Kyrgyz Official A, the Akims and the Kyrgyz Tax Inspection Police as described above.

15. When DIK Employee A needed to replenish money in the special account, he sent requests for funds by electronic mail or facsimile transmission to other employees and officers of Dimon or its affiliates located in the United States, the United Kingdom and the Netherlands. Each

such request was accompanied by a wire transfer request form that DIK Employee A sent or caused to be sent by electronic mail or by facsimile transmission to Dimon's Financial Accounting Department in Danville, Virginia or to an affiliate of Dimon located in the United Kingdom. Ordinarily, the approval for each funding request was transmitted by electronic mail to DIK Employee A in Kyrgyzstan from the Dimon affiliate's offices in the United Kingdom.

16. The financial reporting on the special account from DIK and all other Dimon subsidiaries went directly to Dimon's corporate headquarters in the United States. In or around July 2002, an internal audit report to Dimon headquarters stated that DIK management continued to be challenged by a "cash environment" and cited corruption in Kyrgyzstan as a financial risk because of the potential control issue with cash payments.

17. Between in or around January 1996 and in or around December 2004, the Kyrgyzstan business operations of DIK generated profits of approximately $4.8 million for its parent corporation, Dimon.

18. On or about the dates set forth below, DIK Employee A delivered the following cash payments to Kyrgyz Official A, on behalf of DIK and Dimon, in the amounts set forth below, totaling approximately $2,684,060:

Date	$ Amount	Date	$ Amount
January 1996	10,000	February 2001	34,000
October 1996	5,000	March 2001	10,000
December 1996	330,000	June 2001	8,000
October 1997	30,160	June 2001	20,000
October 1997	62,500	July 2001	20,000
July 1998	1,000	August 2001	105,000

Date	$ Amount	Date	$ Amount
August 1998	50,000	December 7, 2001	10,000
October 1998	10,000	December 7, 2001	10,000
November 1998	50,000	January 9, 2002	85,000
January 1999	15,000	February 4, 2002	109,000
January 1999	48,000	May 24, 2002	51,000
April 1999	3,000	June 12, 2002	25,000
May 1999	45,000	November 22, 2002	20,000
September 1999	50,000	December 16, 2002	50,000
September 1999	90,000	February 8, 2003	115,000
November 1999	5,000	April 17, 2003	340,000
November 1999	70,000	June 13, 2003	13,400
March 2000	196,000	December 29, 2003	5,000
May 2000	34,000	February 2004	100,000
September 2000	10,000	February 28, 2004	135,000
October 2000	185,000	February 28, 2004	15,000
January 2001	94,000	– –	– –
TOTAL PAYMENTS TO KYRGYZ OFFICIAL A			**$2,684,060**

19. On or about the dates set forth below, DIK Employee A delivered the following cash payments to the Akim of the Nookat Municipality, on behalf of DIK and Dimon, in the amounts set forth below, totaling approximately $195,562:

Date	$ Amount	Date	$ Amount
January, 1996	700	February, 2000	20,000
January, 1996	1,600	June, 2000	1,100
January, 1996	500	September, 2000	1,000

Date	$ Amount	Date	$ Amount
January, 1996	500	October, 2000	502
January, 1996	1,500	November, 2000	10,000
December, 1996	1,000	December, 2000	5,000
February, 1997	2,000	January, 2001	2,700
March, 1997	2,000	March, 2001	5,000
March, 1997	9,000	August, 2001	2,500
April, 1997	5,000	January 28, 2002	10,000
October, 1997	1,500	April 30, 2002	20,000
November, 1997	2,000	October 12, 2002	10,000
September, 1998	500	December 16, 2002	10,000
September, 1998	5,000	December, 2002	10,000
September, 1998	5,000	April 21, 2003	7,960
December, 1998	2,000	September 3, 2003	20,000
January, 1999	4,000	November 18, 2003	5,000
November, 1999	2,000	March 31, 2004	5,000
November, 1999	4,000	--	--
TOTAL PAYMENTS TO THE AKIM OF NOOKAT			**$195,562**

20. On three separate occasions from in or around June 2001 through in or around December 2002, DIK Employee A delivered cash payments to the Akim of the Aksy Municipality on behalf of DIK and Dimon, totaling approximately $6,700.

21. On nine separate occasions from in or around March 1999 through in or around February 2004 DIK Employee A delivered cash payments to the Akim of the Alabuka Municipality on behalf of DIK and Dimon, totaling approximately totaling approximately $46,000.

22. On December 11, 2002, DIK Employee A delivered a cash payment to the Akim of the Alafuko Municipality on behalf of DIK and Dimon, in the amount of approximately $2,000.

23. On March 31, 2004, DIK Employee A delivered a cash payment to the Akim of the Chilik Municipality on behalf of DIK and Dimon, in the amount of approximately $4,000.

24. From in or around January1996, and continuing through at least in or around March 2004, DIK falsified its books, records, and accounts, and aided, abetted and assisted Dimon in inaccurately reflecting in its books and records the cash payments to Kyrgyz Official A, the Akims and the Kyrgyz Tax Inspection Police totaling $3,050,672 as, among other things, "financial assistance" or "commissions," when in fact these payments were bribes, all or part of which DIK understood and intended would be transferred to Kyrgyz government officials.

IMPROPER PAYMENTS IN THAILAND

Dimon International AG

25. Prior to 2005, Dimon maintained a wholly owned subsidiary, Dimon International AG ("DIAG"), which was organized under the laws of Switzerland and conducted business in the United Kingdom, Brazil, Thailand, the Western District of Virginia, and elsewhere. During the relevant period, DIAG provided financial, accounting and management services to other Dimon subsidiaries that purchased tobacco grown in Brazil, and sold it to Dimon's customers including the Thailand Tobacco Monopoly. DIAG maintained its principal place of business in Camberley, Surrey, United Kingdom, and made regular reports of its business operations and financial accounts to officers of Dimon located at its headquarters in Danville, Virginia. DIAG regularly sought approval for management decisions from Dimon management and worked with and communicated with individuals acting as DIAG's agents in Danville, Virginia, and Farmville, North Carolina, who

undertook certain acts within the territory of the United States such that DIAG was a "person" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-3(f)(1).

26. Prior to 2005, Standard maintained a wholly owned subsidiary, Standard Brazil Ltd. ("Standard Brazil"), which was organized under the laws of the Isle of Jersey, Channel Islands, and conducted business in Brazil, Thailand, and elsewhere. During the relevant period, Standard Brazil provided financial, accounting and management services to other Standard subsidiaries that purchased tobacco grown in Brazil, and sold it to Standard's customers including the Thailand Tobacco Monopoly. Standard Brazil regularly sought approval for management decisions from Standard management and worked with and communicated with individuals at Standard acting as Standard Brazil's agents in the United States, who undertook certain acts within the territory of the United States such that Standard Brazil was a "person" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-3(f)(1).

The Thailand Tobacco Monopoly

27. In or around 1943, the Government of Thailand established the Thailand Tobacco Monopoly ("TTM"), an agency and instrumentality of the government, to manage and control the government-owned tobacco industry in Thailand. The TTM supervised the cultivation of domestic tobacco crops, purchased imported tobacco and manufactured cigarettes and other tobacco products in Thailand.

28. The TTM was headed by a Managing Director ("Thai Official A"), appointed by the Finance Ministry, who reported through a Board of Directors directly to the Minister of Finance of Thailand and, as such, was a "foreign official" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-3(f)(2)(A).

Dimon and Standard Tobacco Sales to the TTM

29. During the relevant period, Dimon purchased tobacco from growers in Brazil and sold the Brazilian tobacco to the TTM through its Swiss subsidiary DIAG. Standard sold Brazilian tobacco to the TTM through its Channel Islands subsidiary, Standard Brazil.

30. During the relevant period, Dimon retained a sales agent in Thailand, "Dimon Agent 1," to facilitate its sale of tobacco to the TTM. DIAG paid sales commissions to Dimon Agent 1 in varying amounts as a percentage of its tobacco sales to the TTM.

31. During the relevant period, Standard Brazil retained two sales agents in Thailand, "Standard Agent 1" and "Standard Agent 2," to facilitate its sale of tobacco to the TTM. Standard Brazil paid sales commissions to Standard Agent 1 and Standard Agent 2 in varying amounts as a percentage of its tobacco sales to the TTM.

Corrupt Payments to Thai Officials

32. Beginning in or around 2000 and continuing through at least in or around 2004, Dimon and Standard, through their agents, subsidiaries and affiliates, collaborated together and with a competing tobacco merchant, "Company A," to apportion tobacco sales to the TTM among themselves and to coordinate their sales prices in order to ensure that each company would share in the Thai tobacco market.

33. Beginning in or around 2000 and continuing through at least in or around 2004, Dimon, Standard and Company A agreed among themselves to pay bribes to officials of the TTM in exchange for their purchase of tobacco. The three companies agreed to pay "special expenses," calculated at an agreed rate per kilogram of tobacco sold to the TTM, that were paid as kickbacks

to Thai Official A and other TTM officials to induce the TTM to purchase tobacco and to secure an improper advantage for Dimon, Standard and Company A.

34. From in or around 2000 through in or around 2004, Dimon's Senior Vice President of Sales ("Dimon Employee A"), directed the sales of Brazilian tobacco to the TTM and authorized Dimon Agent 1 to pay bribes to the TTM. Dimon Employee A was based in Dimon's office in Farmville, North Carolina, and his duties included, among other things, managing the sale of tobacco to several countries in Southeast Asia.

35. From in or around 2000 through in or around 2004, Dimon realized net profits of approximately $4.3 million from the sale of Brazilian tobacco to the TTM. During the same period, Dimon paid "special expenses" totaling approximately $542,950 as kickbacks to Thai Official A and other TTM officials from its subsidiary DIAG through Dimon Agent 1.

36. From in or around 2000 through in or around 2004, Standard realized net profits of approximately $2.7 million from the sale of Brazilian tobacco to the TTM. During the same period, Standard paid "special expenses" totaling approximately $696,160 as kickbacks to Thai Official A and other TTM officials from its subsidiary Standard Brazil.

37. DIAG, Standard Brazil, Dimon Employee A, Dimon and Standard knew and intended that the corrupt "special expenses" paid to Thai Official A and other TTM officials, who were foreign officials as defined in the FCPA, would secure an improper advantage for Dimon and Standard by influencing the TTM's decision to purchase Brazilian tobacco from Dimon and Standard.

38. DIAG, Standard Brazil, Dimon Employee A, Dimon and Standard failed to account properly for the corrupt "special expenses" paid as kickbacks to Thai Official A and other TTM

officials, and falsely described those transactions in their books and records. DIAG and Dimon improperly characterized the corrupt payments made as legitimate payments of "commissions."

Alliance One International AG

39. After the merger of Dimon and Standard in 2005, AOI consolidated the assets, liabilities, and business affairs of Standard Brazil with DIAG and renamed the subsidiary corporation Alliance One International AG ("AOIAG"). As the successor corporation, AOIAG is legally accountable for the criminal acts of both DIAG and Standard Brazil. AOIAG continued to operate in the U.K. and elsewhere as a wholly owned subsidiary of AOI. Accordingly, AOIAG is a "person" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-3(f)(1).

Acts in Furtherance of the Conspiracy

40. In or around 2000, Dimon Agent 1 and the sales agent for Company A agreed on behalf of Dimon and Company A to make corrupt payments to TTM officials in order to protect Dimon and Company A's exclusive sales arrangement with the TTM. In or about 2001, Standard Agent 1 joined the agreement on behalf of Standard.

41. In or around May 2000, Dimon Employee A arranged for TTM officials to receive a kickback of approximately $100,000, calculated at the rate of $0.3018 per kilogram on sales of 326,600 kilograms of tobacco from the 2001 tobacco crop, which he described as a "retainer" or a "first time sale special commission."

42. On May 2, 2000, Dimon Employee A sent an electronic mail transmission from his office in Farmville, North Carolina, to an employee in the Dimon Logistics office in Danville, Virginia, attaching a copy of a memorandum from Dimon Employee A to the TTM advising them

that Dimon would be able to supply Brazilian tobacco and that payment should be made by letter of credit opened in favor of DIAG.

43. In an email dated May 18, 2000, Dimon Employee A directed other Dimon personnel to make payments to Dimon Agent 1 in five separate wire transfers over several days. Dimon Employee A directed that the TTM officials should receive a payment of $100,000 plus $20,000 for taxes, and 2% of the sales price would be paid to the agent as a commission.

44. With reference to the 2001 tobacco crop, Dimon Employee A agreed to pay TTM officials 5% of the price of tobacco purchased by the TTM. A payment of approximately $241,950, calculated at the rate of $0.2646 per kilogram, was earmarked to be paid to TTM officials as a "special commission," on a purchase of 914,400 kilograms of tobacco valued at more than $1.3 million.

45. On June 1, 2001, Dimon Employee A sent an email to another Dimon employee in Brazil about the "special commission" on TTM sales. Dimon Employee A stated, "It might be worthwhile to discuss . . . what should be said regarding the special commission. It would be better if I did not have to answer too many questions about it here in the States. I'm sure you understand!"

46. On August 2, 2001, an employee of the Dimon Logistics office in Danville, Virginia, sent an electronic facsimile transmission from Danville, Virginia, to the office of DIAG in Switzerland which contained invoices for the sale of Brazilian tobacco from the 2001 crop to the TTM.

47. On August 15, 2001, Dimon Agent 1 instructed Dimon Employee A to send payment of commissions to five separate bank accounts in Thailand.

48. On August 17, 2001, Dimon Employee A instructed Dimon personnel to make commission payments to Dimon Agent 1 in $20,000 increments to the five bank accounts as instructed.

49. On August 20, 2001, Dimon Employee A sent an email approving a "commission" payment of $411,137.28 to Dimon's agent for the sale of tobacco from the 2001 crop to the TTM. This payment represented a 3% commission to Dimon Agent 1 plus a 5% kickback to officials of the TTM, for a total "commission" of 8% of the value of tobacco sold to the TTM.

50. With reference to the 2002 tobacco crop, Dimon Employee A arranged for TTM officials to receive $0.45 per kilogram of tobacco purchased. In or about April 2002, Dimon offered to sell tobacco to the TTM valued at more than $1.2 million at a price of $5.60 per kilogram which included $0.45 per kilogram of "special commissions" to be paid to TTM officials.

51. On April 24, 2002, the sales agent for Company A sent an email to officials at Company A in the United States reporting that he and Dimon Agent 1 and Standard Agent 1 had met with Thai Official A to discuss the sale of the 2002 Brazilian crop, and stated that the sales price of $5.60 per kilogram ". . . already includes the US$ 0.45/kg special expenses. This offer is based on the condition that there are only the 3 regular suppliers. Should there be new comers, the so-called 'cartel' would break and it would be each one for himself and the price would drop. In this scenario, there would be no special expenses and it would be difficult for the TTM to explain the price difference between crop 2001 (higher price) and crop 2002 (lower price)."

52. On July 26, 2002, Dimon Employee A authorized a sales order for tobacco sold to the TTM at $5.60 per kilogram and authorized payment of "special commissions" of $0.45 per kilogram plus a sales commission to Dimon Agent 1 of $0.165 per kilogram.

53. On August 8, 2002, Dimon Agent 1 instructed Dimon Employee A to send payment "for my special and regular commissions" in three installments per week for two weeks by wire transfer to three different bank accounts in Thailand.

54. On June 30, 2003, Dimon Employee A sent an email authorizing payment of "Commission (1)" at the rate of $0.50 per kilogram or approximately $118,800, on the sale of 237,600 kilograms of tobacco from the 2003 crop to TTM. Also, Dimon Employee A authorized the payment of "Commission (2)" at the rate of $0.174 per kilogram or approximately $41,342.40. "Commission (1)" represented the kickback payment to officials of the TTM and "Commission (2)" represented the sales commission to Dimon Agent 1. The total commissions paid on the sale was an aggregate 11.444% of the sales amount and Dimon Employee A directed that the books and records of DIAG and Dimon falsely reflect this total commission as a legitimate sales commission paid to Dimon Agent 1.

55. On August 21, 2003, a Dimon employee in Brazil sent an electronic facsimile transmission from Vera Cruz, Brazil, to the headquarters office of Dimon in Danville, Virginia, containing copies of the bill of lading for the shipment of Brazilian tobacco from the 2003 crop to the TTM.

56. On August 22, 2003, an employee of the Dimon Logistics office in Danville, Virginia, sent an electronic facsimile transmission from Danville, Virginia, to the office of DIAG in Switzerland which contained invoices for the sale of Brazilian tobacco from the 2003 crop to the TTM.

57. On September 29 and 30, 2003, Dimon Employee A sent emails instructing company personnel responsible for transmitting the payment to Dimon Agent 1 to make separate payments of less than $20,000 each to four different bank accounts over several days.

58. In or around the months set forth below, DIAG and Standard Brazil, corporate predecessors of AOIAG, undertook the following overt acts by transferring corrupt payments totaling approximately $1,238,750 to Thai Official A and other TTM officials, or agreed to do so, on behalf of Dimon and Standard, in the amounts shown below:

Annual Sale to TTM	**Payment (or agreement to pay) in or about**	**Company**	**Sales Volume (Kg.)**	**"Special Expenses" ($ / Kg.)**	**Corrupt Payments (or promised payments) to TTM**	
					Dimon	**Standard**
2000 Crop	May 2000	Dimon	326,600	0.3062	$100,000	
		Standard	-0-	-		-
2001 Crop	August 2001	Dimon	914,400	0.2646	$241,950	
		Standard	831,600	0.2646		$220,000
2002 Crop	August 2002	Dimon	211,200	0.4500	$ 95,040	
		Standard	192,000	0.4500		$ 86,400
2003 Crop	September 2003	Dimon	211,200	0.5000	$105,600	
		Standard	192,000	0.5000		$ 96,000
2004 Crop		Dimon	-0-	-	-	
	December 2004	Standard	345,600	0.8500		$293,760
Totals					**$542,590**	**$696,160**
					$1,238,750	

APPENDIX B

CORPORATE COMPLIANCE PROGRAM

In order to address deficiencies in its internal controls, 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, ALLIANCE ONE INTERNATIONAL, INC. ("Alliance" or the "company") agrees, as a condition of the plea agreement, 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 appropriate, Alliance agrees to adopt new or to modify existing internal controls, policies, and procedures in order to ensure that it maintains: (a) a system of internal accounting controls designed to ensure that Alliance makes and keeps fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance code, standards, 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:

1. Alliance will develop and promulgate a clearly articulated and visible corporate policy against violations of the FCPA, including its anti-bribery, books and records, and internal controls provisions, and other applicable foreign law counterparts (collectively, the "anti-corruption laws,"), which policy shall be memorialized in a written compliance code.

2. Alliance will ensure that its 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.

3. Alliance will develop and promulgate compliance standards and procedures designed to reduce the prospect of violations of the anti-corruption laws and Alliance's compliance code, and Alliance will take appropriate measures to encourage and support the observance of ethics and compliance standards and procedures against foreign bribery by personnel at all levels of the company. These anti-corruption standards and procedures shall apply to all directors, officers, and employees and, where necessary and appropriate, outside parties acting on behalf of Alliance 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"), to the extent that agents and business partners may be employed under Alliance's corporate policy. Alliance shall notify all employees that compliance with the standards and procedures is the duty of individuals at all levels of the company. Such standards and procedures shall include policies governing:

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. Alliance will develop these compliance standards and procedures, including internal controls, ethics, and compliance programs 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.

5. Alliance shall review its anti-corruption compliance standards and procedures, including internal controls, ethics, and compliance programs, no less than annually, and update them as appropriate, taking into account relevant developments in the field and evolving international and industry standards, and update and adapt them as necessary to ensure their continued effectiveness.

6. Alliance will assign responsibility to one or more senior corporate executives of Alliance for the implementation and oversight of Alliance's anti-corruption policies, standards, and procedures. Such corporate official(s) shall have direct reporting obligations to independent monitoring bodies, including internal audit, Alliance'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.

7. Alliance 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 to ensure that they cannot be used for the purpose of foreign bribery or concealing such bribery.

8. Alliance will implement mechanisms designed to ensure that its anti-corruption policies, standards, and procedures are effectively communicated to all directors, officers, employees, and, where appropriate, agents and business partners. These mechanisms shall include: (a) periodic training for all directors, officers, and employees, and, where necessary and appropriate, agents and business partners; and (b) annual certifications by all such directors, officers, and employees, and, where necessary and appropriate, agents, and business partners, certifying compliance with the training requirements.

9. Alliance will establish an effective system for:

a. Providing guidance and advice to directors, officers, employees, and, where appropriate, agents and business partners, on complying with Alliance's anti-corruption compliance policies, standards, and procedures, including when they need advice on an urgent basis or in any foreign jurisdiction in which the company operates;

b. Internal and, where possible, confidential reporting by, and protection of, directors, officers, employees, and, where appropriate, agents and business partners, not willing to violate professional standards or ethics under instructions or pressure from hierarchical superiors,

as well as for directors, officers, employee, and, where appropriate, agents and business partners, willing to report breaches of the law or professional standards or ethics concerning anti-corruption occurring within the company, suspected criminal conduct, and/or violations of the compliance policies, standards, and procedures regarding the anti-corruption laws for directors, officers, employees, and, where necessary and appropriate, agents and business partners; and

c. Responding to such requests and undertaking appropriate action in response to such reports.

10. Alliance will institute appropriate disciplinary procedures to address, among other things, violations of the anti-corruption laws and Alliance's anti-corruption compliance code, policies, and procedures by Alliance's directors, officers, and employees. Alliance 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, ethics, and compliance program and making modifications necessary to ensure the program is effective.

11. Alliance will institute appropriate due diligence and compliance requirements pertaining to the retention and oversight of all agents and business partners, including:

a. Properly documented risk-based due diligence pertaining to the hiring and appropriate and regular oversight of agents and business partners;

b. Informing agents and business partners of Alliance's commitment to abiding by laws on the prohibitions against foreign bribery, and of Alliance's ethics and compliance standards and procedures and other measures for preventing and detecting such bribery; and

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

12. Where appropriate, Alliance 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 anti-corruption laws, and regulations or representations and undertakings related to such matters.

13. Alliance will conduct periodic review and testing of its anti-corruption compliance code, standards, and procedures designed to evaluate and improve their effectiveness in preventing and detecting violations of anti-corruption laws and Alliance's anti-corruption code, standards and procedures, taking into account relevant developments in the field and evolving international and industry standards.

APPENDIX C

INDEPENDENT CORPORATE MONITOR

The duties and authority of the Independent Corporate Monitor (the "Monitor"), and the obligations of Alliance One International, Inc. ("Alliance" or the "Company"), with respect to the Monitor and the Department, are as described below:

1. Within sixty (60) calendar days of the execution of this Agreement, Alliance, on behalf of itself and its subsidiaries, agrees to engage an independent corporate monitor for the term specified in paragraph 3 below. The Monitor's primary responsibility is to assess and monitor the Company's compliance with the terms of the Agreement so as to specifically address and reduce the risk of the recurrence of misconduct, including evaluating the Company's corporate compliance program with respect to the Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, 15 U.S.C. §§ 78dd-1, *et seq.*, and other relevant anti-corruption laws, and making recommendations for improvement.

2. Within thirty (30) calendar days after the signing of the Agreement, and after consultation with the United States Department of Justice, Criminal Division, Fraud Section (the "Department"), Alliance will propose to the Department three qualified candidates to serve as the Monitor. The Monitor candidates shall have, at a minimum, the following qualifications:

a. demonstrated expertise with respect to the FCPA, including experience counseling on FCPA issues;

b. experience designing and/or reviewing corporate compliance policies, procedures and internal controls, including FCPA-specific policies, procedures and internal controls;

c. the ability to access and deploy resources as necessary to discharge the Monitor's duties as described in the Agreement; and

d. sufficient independence from the Company to ensure effective and impartial performance of the Monitor's duties as described in the Agreement.

3. The Department retains the right, in its sole discretion, to choose the Monitor from among the candidate(s) proposed by Alliance. In the event the Department rejects a proposed monitor candidate, Alliance may propose another candidate within ten (10) calendar days after receiving notice of the rejection. The Monitor's term shall be three (3) years from the date on which the Department accepts a Monitor candidate proposed by Alliance, subject to extension as set forth below. The Monitor's duties and authority, and the Company's obligations with respect to the Monitor and the Department, are set forth below.

4. Alliance agrees that it will not employ or be affiliated with the Monitor for a period of not less than one year from the date the Monitor's work has ended.

5. The Monitor will review and evaluate the effectiveness of Alliance's internal controls, record keeping, and financial reporting policies and procedures as they relate to the Company's compliance with the books and records, internal accounting controls, and anti-bribery provisions of the FCPA, and other applicable anti-corruption laws. This review and evaluation shall include an assessment of those policies and procedures as actually implemented. The retention agreement between Alliance and the Monitor will reference this Agreement and include this Agreement as an attachment so the Monitor is fully apprised of his or her duties and responsibilities.

6. Alliance shall cooperate fully with the Monitor and the Monitor shall have the authority to take such reasonable steps, in his or her view, as may be necessary to be fully informed about the compliance program and operations of the Company within the scope of his or her responsibilities under this Agreement. To that end, Alliance shall provide the Monitor with access to all information, documents, and records that are not subject to protection from disclosure by the attorney-client privilege or the attorney work product doctrine and access to facilities and/or employees that fall within the scope of responsibilities of the Monitor under this Agreement. Any such disclosure to the Monitor retained by the Company concerning corrupt payments, related books and records and internal controls, shall not relieve Alliance of its obligation to truthfully disclose such matters to the Department. In the event that Alliance seeks to withhold from the Monitor access to information, documents, records, facilities and/or employees of the Company on grounds that the information, documents, records, facilities and/or employees are protected by the attorney-client privilege or the attorney work product doctrine, Alliance shall work cooperatively with the Monitor to resolve the matter to the satisfaction of the Monitor. If the matter cannot be resolved, at the request of the Monitor, Alliance shall promptly provide written notice to the Monitor and the Department. Such notice shall include a general description of the nature of the information, documents, records, facilities and/or employees that are being withheld, as well as the basis for the claim.

7. The parties agree that the Monitor is an independent third-party, not an employee or agent of the Company or the Department, and that no attorney-client relationship shall be formed between Alliance and the Monitor.

8. The Company agrees that:

a. The Monitor shall assess whether Alliance's existing policies, procedures and internal controls are reasonably designed to detect and prevent violations of the FCPA and other applicable anti-corruption laws.

b. The Monitor shall assess, monitor, and evaluate Alliance's compliance with the terms of the Agreement.

c. The Monitor shall oversee Alliance's implementation of and adherence to all existing, modified or new policies, procedures, or internal controls relating to compliance with the

FCPA and other applicable anti-corruption laws, including the minimum policies and procedures of the Compliance Code as set forth in Appendix B (the "Policies and Procedures").

d. The Monitor shall ensure that the Policies and Procedures are appropriately designed to accomplish their goals.

e. During the three (3) year term, the Monitor shall conduct an initial review and prepare an initial report, followed by two follow-up reviews and reports as described below:

(i) With respect to each of the three (3) reviews (one initial review and two follow-up reviews), after initial consultations with Alliance and the Department, the Monitor shall prepare a written work plan for each of the reviews, which shall be submitted at least 60 days in advance of commencing the review to the Company and the Department for comment. In order to conduct an effective initial review and to fully understand any existing deficiencies in policies, procedures and internal controls related to the FCPA and other applicable anti-corruption laws, the Monitor's initial work plan shall include such steps as are reasonably necessary to develop an understanding of the facts and circumstances surrounding any violations that may have occurred, but the parties do not intend that the Monitor will conduct his or her own inquiry into those historical events. Any disputes between the Company and the Monitor with respect to the work plan shall be decided by the Department in its sole discretion.

(ii) The initial review shall commence no later than 120 days from the date of employment of the Monitor. In connection with the initial review, the Monitor shall issue a written report within one hundred twenty (120) calendar days of initiating the initial review setting forth the Monitor's assessment and, if appropriate, making recommendations reasonably designed to improve Alliance's Policies and Procedures for ensuring compliance with the FCPA and other applicable anti-corruption laws. The Monitor shall provide the report to the Board of Directors of the Company and contemporaneously transmit copies to the Deputy Chief, FCPA Unit, Fraud Section, Criminal Division, U.S. Department of Justice, 10th and Constitution Ave., N.W., Bond Building, Fourth Floor, Washington, D.C. 20530. The Monitor may extend the time period for issuance of the report with prior written approval of the Department.

(iii) Within one hundred twenty (120) calendar days after receiving the Monitor's report, the Company shall adopt the recommendations set forth in the report; provided, however, that within sixty (60) calendar days after receiving the report, the Company shall advise the Monitor and the Department in writing of any recommendations that the Company considers unduly burdensome, impractical, costly or otherwise inadvisable. With respect to any recommendation that the Company considers unduly burdensome, impractical, costly or otherwise inadvisable, the Company need not adopt that recommendation within that time; instead, the Company may propose in writing an alternative policy, procedure or system designed to achieve the same objective or purpose. As to any recommendation on which the Company and the Monitor ultimately do not agree, the views of the Company and the Monitor shall promptly be brought to the attention of the Department. Any disputes between the Company and the Monitor with respect to

the recommendations shall be decided by the Department in its sole discretion. The Department may consider the Monitor's recommendation and the Company's reasons for not adopting the recommendation in determining whether the Company has fully complied with its obligations under this Agreement.

(iv) The Monitor shall undertake two follow-up reviews to further monitor and assess whether Alliance's policies and procedures are reasonably designed to detect and prevent violations of the FCPA and other applicable anti-corruption laws.

(v) Within one hundred twenty (120) calendar days of initiating each follow-up review, the Monitor shall: (A) complete the review; (B) certify whether Alliance's anti-bribery compliance program including its policies and procedures, is appropriately designed and implemented to detect and prevent violations of the FCPA and other applicable anti-corruption laws; and (C) report on the Monitor's findings in the same fashion as with respect to the initial review.

(vi) The first follow-up review shall commence one year after the initial review commenced. The second follow-up review shall commence one year after the first follow-up review commenced.

(vii) The Monitor may extend the time period for submission of the follow-up reports with prior written approval of the Department.

9. Alliance agrees that the Monitor may disclose its reports to the Securities and Exchange Commission ("SEC") and, as directed by the Department, to any other federal, state or foreign law enforcement or regulatory agency in furtherance of an investigation of any matters related to the subject matters set forth in Appendix A and any matters relating to any other transaction that has been or is discovered by, or brought to the attention of, the Department or the SEC in connection with the Department's investigation of those matters. The Company further agrees that the three (3) year term for the Monitor may be extended by up to an additional six (6) month term during the pendency of this Agreement if the Department determines, in its sole discretion, that Alliance has not successfully satisfied its obligations under this Agreement. Conversely, in the event the Department finds, in its sole discretion, that there exists a change in circumstances sufficient to eliminate the need for the Monitor, the Monitor's term may be terminated early.

10. In undertaking the assessments and reviews described in this Appendix, the Monitor shall formulate conclusions based on, among other things: (a) inspection of documents, including the Policies and Procedures relating to the anti-corruption compliance program implemented by Alliance and all its affiliates and subsidiaries; (b) onsite observation of the Company's policies, systems and procedures, including its internal controls and its record keeping and internal audit procedures; (c) meetings with and interviews of employees, officers, and directors of the Company and all its affiliates and subsidiaries, and any other relevant persons at mutually convenient times and places; and (d) analyses, studies and testing of the Company's anti-corruption compliance program.

11. The charge of the Monitor, as described above, is to review Alliance's internal controls, policies and procedures and those of its affiliates and subsidiaries related to compliance with the FCPA and other applicable anti-corruption laws. During the course of his or her engagement, if the Monitor discovers credible evidence 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 or indirectly for Alliance, which could potentially violate the FCPA or other applicable anti-corruption laws, or that related false books and records have been created or maintained, the Monitor shall promptly report such information to the Company's General Counsel, its Compliance Committee and its outside counsel for further investigation, unless the Monitor believes, in the exercise of his or her discretion, that such disclosure should be made directly to the Department. If the Monitor refers the matter only to the Company's General Counsel, its Compliance Committee and its outside counsel, the Company shall promptly report the same to the Department and contemporaneously notify the Monitor that such report has been made. If the Company fails to make such disclosure within ten (10) calendar days of the report of such conduct to the Company, the Monitor shall independently disclose his or her findings to the Department at the address listed above in Paragraph 8(e)(ii) above. Further, in the event that the Company, or any entity or person working directly or indirectly for the Company, refuses to provide information necessary for the performance of the Monitor's responsibilities, the Monitor shall promptly disclose that fact to the Department. The Company shall not take any action to retaliate against the Monitor for any such disclosures or for any other reason. The Monitor may report other criminal or regulatory violations discovered in the course of performing his or her duties, in the same manner as described above.

12. At least annually, and more frequently if appropriate, representatives of the Company and the Department will meet together to discuss the monitorship and any suggestions, comments or proposals for improvement the Company may wish to discuss with or propose to the Department.