



U.S. Department of Justice

Criminal Division

Washington, D.C. 20530

December 3, 2004

Brad D. Brian, Esq.
Munger, Tolles & Olson LLP
355 South Grand Avenue, 35th Floor
Los Angeles, CA 90071

Re: General Electric Company and InVision Technologies, Inc.

Dear Counsel:

This letter sets forth the agreement between the United States Department of Justice, Criminal Division, Fraud Section (the "Department"), and your client, General Electric Company ("GE") (the "GE Agreement"). The GE Agreement is entered as of the date reflected above and shall become effective as of the Effective Time, as that term is defined in the Agreement and Plan of Merger dated as of March 15, 2004, as amended from time to time, among GE, Jet Acquisition Sub, Inc., and InVision Technologies, Inc. ("InVision" and, as to the agreement, the "Merger Agreement").

1. Introduction

In an agreement dated December 3, 2004, between the Department and InVision (the "InVision Agreement," incorporated herein by reference), the Department agreed not to prosecute InVision under the Foreign Corrupt Practices Act, 15 U.S.C. § 78dd-1 *et seq.* ("FCPA") or under any other federal criminal statutes that may be the basis for an alternative charge to the FCPA (including 18 U.S.C. sections 2, 3, 4, 371, 1341, 1343, 1952, 1956 and 1957) for conduct that potentially violates the FCPA based on certain foreign transactions and attempted transactions conducted by InVision in the Kingdom of Thailand, the People's Republic of China and the Republic of the Philippines (the "Foreign Transactions," which are described in **Appendices A and B** of the InVision Agreement) or any other foreign transactions or events disclosed in writing by InVision or GE to the Department and the Securities and Exchange Commission ("SEC") on or before the Effective Date of the InVision Agreement (the "Effective Date"), subject to certain terms and conditions set forth in the InVision Agreement. The GE Agreement establishes the rights and obligations of GE with respect to the Department relative to the InVision Agreement, should the Effective Time occur. The GE Agreement shall be null and void and of no effect if the Effective Time does not occur; provided, however, that the failure of the GE Agreement to become effective shall not affect the continuing validity of the InVision Agreement.



2. Criminal Liability and Acceptance of Responsibility

In consideration for (a) the past and continuing cooperation provided by GE to the Department during the Department's investigation of InVision, (b) GE's agreement to assume the InVision Agreement and be bound by its terms (except Section D, relating to establishment of an FCPA compliance monitor ("Monitor") at InVision in the event that the Effective Time does not occur prior to January 1, 2005), and (c) GE's incorporation of the InVision subsidiary into GE's existing corporate compliance program (which GE warrants and represents includes policies and procedures designed to comply with the FCPA), the Department agrees that, except for prosecutions for violations of Title 26 of the United States Code, it will not prosecute GE or any successor or subsidiary (including InVision, following its acquisition by GE, unless InVision is subject to prosecution under the terms of the InVision Agreement), under the FCPA or under any other federal criminal statutes that may be the basis for an alternative charge to the FCPA (including 18 U.S.C. sections 2, 3, 4, 371, 1341, 1343, 1952, 1956 and 1957) for conduct that potentially violates the FCPA based on the Foreign Transactions or any other foreign transactions or events disclosed in writing by InVision or GE to the Department and the SEC on or before the Effective Date.

GE agrees that (a) InVision shall remain a separate legal entity subject to investigation and prosecution for so long as the InVision Agreement remains in effect, and (b) if the InVision Agreement is terminated for knowing, willful material breach pursuant to Section F of the InVision Agreement, then GE shall, for a period of not less than one-hundred eighty (180) calendar days after the date of termination for breach, cause InVision to remain a legal entity subject to investigation and prosecution under the terms of the InVision Agreement. Based upon its factual understandings as of the date of entry of this GE Agreement, GE accepts that the statements set forth in Appendix A (standing alone or as interpreted through Appendix B) are materially accurate and agrees that GE will not publicly contradict those statements.

3. Conditions Precedent

The participation of the Department in this GE Agreement is conditioned upon GE's performance of the following obligations:

- a. GE's agreement to the terms set forth in section 2 above;
- b. GE's agreement, following the acquisition of InVision, to cause the full performance by InVision of InVision's obligations under the InVision Agreement;



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c. The provision of full and truthful cooperation by GE to the Department and SEC as more fully described in section 4 of this GE Agreement; and

d. GE's agreement to retain and pay for an Independent Consultant who shall evaluate the efficacy of, and report to the Department on, GE's integration of InVision into GE's FCPA compliance program, as more fully described in section 5 of this GE Agreement.

If GE knowingly and willfully fails to comply with any of these conditions, the Department may terminate this GE Agreement as set forth below and may also prosecute GE for any and all offenses, if any, that could be charged against it.

4. Cooperation with Law Enforcement

The obligation of GE referenced in section 3(c) above to cooperate means that GE shall undertake all of the duties imposed upon it in this section 4.

GE agrees to cooperate fully with the Criminal Division of the United States Department of Justice (including the Department) and any United States Attorney's Office (collectively, the "DOJ"), the SEC, the Independent Consultant and, as directed by the Department, any other federal, state or foreign law enforcement or regulatory agency with respect to the Foreign Transactions and any matters relating to any other transactions or events that have been or are discovered by, or brought to the attention of, the Department or SEC in connection with the Department's investigation of InVision (the "Subject Matters") during the term of the GE Agreement. This cooperation requires that GE:

a. undertake an affirmative duty of full and truthful disclosure. GE shall voluntarily and truthfully disclose to the DOJ and the SEC all information (in any form or medium, including documents) respecting the activities of InVision or GE and its present and former directors, officers, employees, agents, distributors, attorneys and affiliates relating to the Subject Matters about which the DOJ or the SEC shall inquire or which GE reasonably believes is material to the investigation of the DOJ or the SEC into the Subject Matters;

b. produce voluntarily, at the request of the DOJ or the SEC, all documents, records, or other tangible evidence relating to the Subject Matters;

c. recommend orally and in writing that any of its directors, officers, employees, agents, distributors, attorneys and affiliates who may have been involved in the Subject Matters, and whose cooperation is requested by the DOJ or the SEC, cooperate fully (including by



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appearing for interviews and testimony) with (1) any investigation conducted by the DOJ or the SEC with respect to the Subject Matters, or (2) any prosecution of individuals (including without limitation directors, officers or employees of GE or InVision who are not defendants in the prosecution) or entities other than GE or InVision and their respective subsidiaries and affiliates, with respect to the Subject Matters;

d. provide access to copies of original documents and records related to the Subject Matters;

e. provide access to the outside accounting and legal consultants of GE whose work includes or relates to the Subject Matters, as well as the records, reports, and documents of those outside consultants related to the Subject Matters (except materials protected from disclosure by privilege or the work product doctrine, subject to GE's agreement in 4(f) below); and

f. not assert a claim of attorney-client or work-product privilege as to any memoranda of witness interviews (including exhibits thereto) and documents created contemporaneously with and related to the Foreign Transactions or with and related to other transactions or events underlying the Subject Matters (including, but not limited to, transactional documents and emails, but excluding any advice or attorney work-product relating to or given in connection with the investigation by InVision or GE, or the investigations conducted by the Department and the SEC). In making production of any such documents, GE neither expressly nor implicitly waives its right to assert any privilege that is available under law against persons or entities other than the DOJ or the SEC concerning the produced documents or the subject matters thereof.

5. Independent Consultant

The obligation of GE referenced in section 3(d) above respecting the Independent Consultant means that GE shall undertake all of the duties imposed upon it in this section 5.

GE agrees that, within sixty (60) calendar days of the Effective Time, GE shall retain and pay for an Independent Consultant, which Independent Consultant shall be acceptable to the Department. The Independent Consultant shall:

a. evaluate the efficacy of the integration by GE of InVision into GE's existing FCPA compliance program, including but not limited to the implementation of FCPA training for appropriate InVision employees; and



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b. within one-hundred and eighty calendar days (180) of the Effective Time, report to the Department (with a copy of any written report being provided to GE pursuant to section 11 below) regarding GE's efforts to comply with section 5(a) above.

It shall be a condition of GE's retention of the Independent Consultant that the Independent Consultant is independent of GE and InVision, and that no attorney-client relationship shall be formed between the Independent Consultant, on the one hand, and GE or InVision, on the other hand; provided, however, that the Independent Consultant, with GE's agreement, may make use of GE Corporate Audit Staff resources in connection with the Independent Consultant's evaluation or other services provided pursuant to this section 5. If GE, InVision, the Independent Consultant or any other party or tribunal asserts or determines that communications between GE or InVision on the one hand, and the Independent Consultant on the other hand, are protected by the attorney-client privilege or that documents created or reviewed in connection with the Independent Consultant's work are protected by the work product doctrine, then GE and InVision shall waive as to the DOJ and SEC any protections afforded to such communications and documents. Any revocation of such a waiver shall constitute a breach of the GE Agreement. The sharing of such communications by the Independent Consultant with the DOJ and SEC is not intended to constitute a waiver of any privilege under any federal or state law that would shield from disclosure to any third party any such communications.

GE agrees that the Independent Consultant may extend his or her duties up to an additional six (6) months beyond the date of the six-month report if the Department determines, in its sole reasonable discretion, that the extended term is necessary to ensure GE's compliance with section 5(a) above.

6. Breach of the GE Agreement

If during the term of the GE Agreement, the Department determines, in its sole reasonable discretion, that GE has committed a knowing, willful material breach of any provision of this GE Agreement (including, as determined in the Department's sole reasonable discretion, whether GE has knowingly and willfully failed to perform the duties imposed upon it in section 5 above respecting the Independent Consultant), the Department may, at its sole reasonable discretion, elect to terminate this GE Agreement (except as expressly provided pursuant to section 7 below) by notifying GE, through counsel or otherwise, in writing as specified in section 11 below.

GE expressly acknowledges the terms of paragraph 21 of the InVision Agreement, and agrees that GE will not, in any manner, interfere with or contest, or cause InVision to interfere



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with or contest, the enforcement of that paragraph by the Department.

7. Waiver of Statute of Limitations and Cure of Breach

With respect to any prosecutions under the FCPA or under any other federal criminal statutes that may be the basis for an alternative charge to the FCPA (including 18 U.S.C. sections 2, 3, 4, 371, 1341, 1343, 1952, 1956 and 1957) for conduct that potentially violates the FCPA based on the Foreign Transactions or any other foreign transactions or events disclosed in writing by InVision or GE to the Department and the SEC on or before the Effective Date which are not time-barred by the applicable statute of limitations as of the Effective Date, GE agrees that the applicable statute of limitation period for any such prosecutions shall be tolled for a period of time equal to the term of the GE Agreement (or, in the event of termination pursuant to section 6 above, the date of notice of such termination), so that such prosecutions may be commenced against GE in accordance with the GE Agreement, notwithstanding the expiration of the statute of limitations between the Effective Date and expiration of this GE Agreement (or, in the event of termination pursuant to section 6 above, the date of notice of such termination). GE's tolling of the statute of limitations is knowing and voluntary and in express reliance on the advice of counsel.

Should the Department determine that GE has committed a knowing, willful and material breach of any provision of the GE Agreement, the Department shall provide written notice to GE pursuant to section 11 below of the alleged breach, and GE shall have twenty-one (21) calendar days from the date of that written notice in which to make a presentation to the Assistant Attorney General in charge of the Criminal Division of the Department of Justice to demonstrate that no breach has occurred, or, to the extent applicable, that the breach is not a knowing, willful material breach or has been cured. Should GE fail to make a presentation to the Assistant Attorney General in charge of the Criminal Division within the twenty-one (21) calendar day period or such additional period upon which the parties agree in writing, it shall be conclusively presumed that GE is in knowing, willful and material breach of the GE Agreement.

The parties further understand and agree that the Assistant Attorney General's exercise of discretion under this section is not subject to review in any court or tribunal outside the Criminal Division of the Department of Justice. In the event of a knowing, willful and material breach of the GE Agreement that results in a prosecution of GE, such prosecution may be premised upon any information provided by or on behalf of GE or any of its subsidiaries to the DOJ or SEC at any time, including GE's presentation to the Assistant Attorney General in charge of the Criminal Division, unless otherwise agreed when the information was provided.



8. Parties Bound by the GE Agreement

This GE Agreement is binding upon the Department and GE only. The GE Agreement covers GE and any of its successors, subsidiaries, divisions or affiliates, excluding InVision and its subsidiaries, which are covered by the InVision Agreement.

The GE Agreement excludes, and does not prevent investigation or prosecution of, any other individuals (including directors, officers, employees, agents, distributors or attorneys of GE or InVision) and any entities other than GE or its successors, subsidiaries, divisions or affiliates.

The GE Agreement also does not bind any department or agency of the United States Government respecting prosecutions, if any, of GE or any other entity or individual for violations of Title 26 of the United States Code.

9. Complete Agreement

This GE Agreement and the InVision Agreement (and its appendices) are the complete and only agreements between the parties with respect to the subject matter hereof. No promises, agreements or conditions have been entered into other than those set forth in this GE Agreement and in the InVision Agreement. This GE Agreement supersedes prior understandings, if any, of the parties, whether written or oral. The GE Agreement cannot be modified other than in a writing signed by the parties.

10. Term of the GE Agreement

The GE Agreement expires one (1) year from the Effective Time; provided, that if on the Effective Time the Department, the SEC or any other federal enforcement or regulatory agency with which the Department has directed GE or InVision to cooperate is then conducting any investigation, prosecution or proceeding relating to the Subject Matters, then this GE Agreement shall expire on the date that any such investigation, prosecution or proceeding is finally terminated, as determined by the governmental department or agency conducting the investigation, prosecution or proceeding.

The following provisions (contained in section 2 above) shall survive termination of the GE Agreement: (a) the release of GE from criminal liability (unless the GE Agreement is terminated pursuant to sections 6 and 7 above due to GE's knowing, willful material breach), (b) GE's agreement to assume the InVision Agreement and be bound by its terms (except Section D,



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relating to establishment of a Monitor at InVision), and (c) GE's agreement to maintain InVision as a separate legal entity subject to investigation and prosecution for so long as the InVision Agreement remains in effect and, in the event of termination for knowing, willful material breach of the InVision Agreement, for a period of not less than one-hundred eighty (180) calendar days after the date of such termination.

11. Notices

All notices to GE required or permitted by this GE Agreement shall be in writing and shall be given by first class, postage prepaid mail and by facsimile transmission, effective in each case upon the later of the date of mailing and of facsimile transmission, addressed as follows:

W. Scott Seeley, Esq.
General Counsel
GE Infrastructure
187 Danbury Road
Wilton, CT 06897; Fax: (203) 761-1924

With a copy to:

Brad D. Brian, Esq.
Munger, Tolles & Olson LLP
355 S. Grand Avenue, Suite 3500
Los Angeles, CA 90071; Fax: (213) 687-3702

12. Miscellaneous

GE hereby warrants and represents that the person signing the GE Agreement has authority to bind GE.

The headings contained in this GE Agreement are for reference only and shall not affect in any way the meaning or interpretation of the GE Agreement.

This GE Agreement may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same agreement. The exchange of copies of this GE Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this GE Agreement as to the



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parties and may be used in lieu of the original GE Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

* * *

If this letter accurately reflects the agreement entered into between the Department and GE, please provide signatures on the Acknowledgment of Agreement below. Please return the original of this letter to: Mark F. Mendelsohn, Acting Deputy Chief, Fraud Section, Criminal Division, United States Department of Justice, 1400 New York Ave. NW, Washington, DC, 20005.

Very truly yours,

JOSHUA R. HOCHBERG
Chief, Fraud Section, Criminal Division
United States Department of Justice

By:

Mark F. Mendelsohn
Acting Deputy Chief



Washington, D.C. 20530

**ACKNOWLEDGMENT OF AGREEMENT
GENERAL ELECTRIC COMPANY**

On behalf of General Electric Company, I hereby certify the following:

I have read the GE Agreement and carefully reviewed every part of it with counsel for GE. I understand the terms of the GE Agreement and voluntarily agree, on behalf of GE, to its terms. Before signing the GE Agreement, I consulted with GE's counsel, who fully advised me of GE's rights, of possible defenses and of the consequences of entering into the GE Agreement. No promises or inducements have been made to me or GE other than those contained in the GE Agreement. Furthermore, no one has threatened or forced me or, to my knowledge, any person authorizing the GE Agreement on behalf of GE, to enter into this Agreement. I am also satisfied with counsel's representation of GE in this matter. I certify that I am an officer of GE and that I have been duly authorized by GE to execute this Agreement on its behalf.

GENERAL ELECTRIC COMPANY

By: _____

Dated: December __, 2004

Its: _____

I certify that I am counsel to GE in this matter and that I have reviewed the GE Agreement with the duly-authorized GE officer whose signature appears above.

MUNGER, TOLLES & OLSON LLP

By: _____

Dated: December __, 2004

Brad D. Brian



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**ACKNOWLEDGMENT OF AGREEMENT
GENERAL ELECTRIC COMPANY**

On behalf of General Electric Company, I hereby certify the following:

I have read the GE Agreement and carefully reviewed every part of it with counsel for GE. I understand the terms of the GE Agreement and voluntarily agree, on behalf of GE, to its terms. Before signing the GE Agreement, I consulted with GE's counsel, who fully advised me of GE's rights, of possible defenses and of the consequences of entering into the GE Agreement. No promises or inducements have been made to me or GE other than those contained in the GE Agreement. Furthermore, no one has threatened or forced me or, to my knowledge, any person authorizing the GE Agreement on behalf of GE, to enter into this Agreement. I am also satisfied with counsel's representation of GE in this matter. I certify that I am an officer of GE and that I have been duly authorized by GE to execute this Agreement on its behalf.

GENERAL ELECTRIC COMPANY

By: Broderick B. Demmest Dated: December 5, 2004

Its: Vice President & General Counsel

I certify that I am counsel to GE in this matter and that I have reviewed the GE Agreement with the duly-authorized GE officer whose signature appears above.

MUNGER, TOLLES & OLSON LLP

By: _____ Dated: December __, 2004
Brad D. Brian



Washington, D.C. 20530

**ACKNOWLEDGMENT OF AGREEMENT
GENERAL ELECTRIC COMPANY**

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I have read the GE Agreement and carefully reviewed every part of it with counsel for GE. I understand the terms of the GE Agreement and voluntarily agree, on behalf of GE, to its terms. Before signing the GE Agreement, I consulted with GE's counsel, who fully advised me of GE's rights, of possible defenses and of the consequences of entering into the GE Agreement. No promises or inducements have been made to me or GE other than those contained in the GE Agreement. Furthermore, no one has threatened or forced me or, to my knowledge, any person authorizing the GE Agreement on behalf of GE, to enter into this Agreement. I am also satisfied with counsel's representation of GE in this matter. I certify that I am an officer of GE and that I have been duly authorized by GE to execute this Agreement on its behalf.

GENERAL ELECTRIC COMPANY

By: _____

Dated: December __, 2004

Its: _____

I certify that I am counsel to GE in this matter and that I have reviewed the GE Agreement with the duly-authorized GE officer whose signature appears above.

MUNGER, TOLLES & OLSON LLP

By: Brad D. Brian
Brad D. Brian

Dated: December 5, 2004