

companies, direct sales agents, and other agents to receive the Service for the sole purpose of demonstrating to their potential retail customers the functioning of satellite reception equipment and Affiliate's services, including the Service.

such agents shall not be deemed Service Subscribers, and therefore, no license fees shall be payable for distribution of the Services in such manner to such agents.

4.5 VIP Accounts. During the Term of the Agreement, Affiliate shall be entitled to authorize "VIP" subscriber accounts for Affiliate's employees, key customers, vendors, and other similar parties to receive the Services;

Such VIP accounts shall not be deemed Service Subscribers, and therefore, no License Fees shall be payable for such VIP accounts.

4.6 Free Preview. Affiliate shall have the right, from time to time, as part of marketing and sales promotions for Affiliate's services, to offer the Services free of charge to (i) Service Subscribers for up to _____ (or to provide other promotional programs (including rebates, coupons or gift certificates) that effectively allow Service Subscribers to receive the Service without charge for up to _____ or (ii) potential Service Subscribers for up to _____ (or to provide other promotional programs (including rebates, coupons or gift certificates) that effectively allow potential Service Subscribers to receive the Service without charge for up to _____ (all such promotions, "Free Promotions"); provided, however, the Discounted Promotions and Free Promotions in the aggregate shall not reduce the License Fees per Service Subscriber in an amount that exceeds _____ of License Fees per Contract Year and Affiliate shall notify Programmer of when such Discounted Promotions and Free Promotions shall take place

Affiliate shall not be obligated to pay any License Fees for Service Subscribers who are receiving such Free Promotions, during such Free Promotion with respect to each Service Subscriber. After consulting with Programmer in good faith, Affiliate also shall have the right, from time to time, to offer the Service at a discount from its a la carte retail price for one month or more ("Discounted Promotions"). License Fees payable for Service Subscribers who are receiving such Discounted Promotions shall be reduced in the same proportion as the discount (e.g. if the discount is 25%, the License Fee shall be reduced by 25%). In addition, during the Term Affiliate shall not be obligated to pay any License Fees for new Service Subscribers during such Subscriber's initial thirty (30) day service period, whether or not the Service Subscriber is paying Affiliate for such initial service period.

4.8 Website Links. Each of Affiliate and Programmer shall use commercially reasonable efforts to provide "hot link" to each other's web sites, which are currently www.directv.com and www.startv.com respectively

5. Representations, Warranties and Covenants.

5.1 By Affiliate Affiliate warrants, represents and covenants to Programmer that it:

5.1.1 is in compliance with and will comply with all material Laws with respect to its rights and obligations under this Agreement, including without limitation, all relevant provisions of the Cable Television Consumer Protection and Competition Act of 1992 (as may be amended and any successor, replacement or similar Law or statute) and any and all regulations issued pursuant thereto;

5.1.2 has the power and authority to enter into this Agreement and to fully perform its obligations hereunder;

5.1.3 shall distribute the Services in the Territory in accordance with and subject to the terms and conditions set forth in this Agreement;

5.1.5 shall not, without Programmer's consent, knowingly authorize or cause or knowingly permit any portion of the Services to be recorded, duplicated, cablecast, exhibited or otherwise used (except on a videocassette recorder or other home or personal taping device for private, noncommercial use) for any purpose other than for distribution by Affiliate at the time the same is made available;

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5.1.6 shall not, without Programmer's prior written approval (such approval not to be unreasonably withheld, delayed or qualified), use the names, titles or logos of the Services or any of its programs, or the names, voices, photographs, likenesses or biographies of any individual participant or performer in, or contributor to, any program or any variations thereof, or any other works owned or controlled by Programmer or any of its Affiliated Companies except as permitted in Section 4.2 for any purpose other than in material intended to advise DIRECTV Subscribers or potential DIRECTV Subscribers of the availability and scheduling of the Services or as a channel identifier. The restrictions set forth in this Section 5.1.6 shall apply only to the extent they are applied by Programmer uniformly with respect to all of its distributors of the Services, and shall not apply if Affiliate has received a valid authorization from a third party for any of the uses described in this Section 5.1.6; and

5.1.7 has obtained, and shall maintain in full force during the Term hereof, such federal, state and local authorizations as are material and necessary to operate the business it is conducting in connection with its rights and obligations under this Agreement; and

5.1.8 the obligations created by this Agreement, in so far as they purport to be binding on Affiliate constitute legal, valid and binding obligations of Affiliate enforceable in accordance with their terms.

5.2 By Programmer. Programmer warrants, represents and covenants to Affiliate that:

5.2.1 it is in compliance with and will comply with all material Laws with respect to its rights and obligations under this Agreement, including without limitation, all relevant provisions of the Cable Television Consumer Protection and Competition Act of 1992 (as may be amended and any successor, replacement or similar Law or statute) and any and all regulations issued pursuant thereto, as well as all applicable statutes, laws and regulations of the country(ies) in which the content for the Services originated to the extent applicable to the implementation of this Agreement in the Territory;

5.2.2 it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder and once executed this Agreement shall constitute a valid and binding agreement of Programmer enforceable in accordance with its terms;

5.2.3 the general quality and quantity of programming (including, without limitation, the percentage of broadcast time during which new seasonal material is presented) on the Services shall not materially change from that existing as of the date of this Agreement, and the genre of programming shall not materially change from that described in Section 1.2.1 and existing on the date of this Agreement;

5.2.4 it has obtained, and shall maintain in full force during the Term

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hereof, such federal, state and local authorizations as required by Law and as are material and necessary to operate the business it is conducting in connection with its rights and obligations under this Agreement;

5.2.5 it has secured and shall maintain all rights necessary for Affiliate to use and enjoy its rights in connection with its distribution of the Services, including, without limitation, obtaining all necessary trademarks, copyrights, licenses and any and all other proprietary intellectual property and other use rights necessary in connection with, and for Affiliate's distribution of, the Services (including without limitation, the right to use the names, titles or logos of the Services or any of its programs, the promotional materials supplied or approved by Programmer, the names, voices, photographs, music, likenesses or biographies of any individual participant or performer in, or contributor to, any program or any variations thereof; but excluding any advertisements or other materials inserted by Affiliate pursuant to Section 3) and to perform its obligations hereunder and grant the rights granted pursuant to Section 1;

5.2.6 it shall not, without Affiliate's prior written approval (such approval not to be unreasonably withheld, delayed or qualified), use the names, titles or logos for "DIRECTV" or any other works owned or controlled by Affiliate or an Affiliated Company.

5.2.7 as of the date hereof, the programming on the Services consists of and during the Term hereof such programming shall consist of, that programming described in Section 1.2.1;

5.2.8 it is in compliance with and will comply with the most favored nations provision set forth at Section 2.4 hereof;

5.2.9 there are no (and it covenants that it shall not enter into directly or indirectly, allow or otherwise permit any) affiliation, distribution or any other agreements, whether written or oral, granting to distributors and/or any other third party, person or entity any form or type of exclusive or other rights that would limit or restrict in any way Affiliate's rights to distribute the Services in the Territory subject to and in accordance with the terms of this Agreement;

5.2.10 the obligations created by this Agreement, in so far as they purport to be binding on Programmer constitute legal, valid and binding obligations of Programmer enforceable in accordance with their terms; and

5.2.11 Programmer is ultimately a wholly owned subsidiary of Star Group Limited.

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6. Term; Termination.

6.1 Term; Extension; Service Commencement Date. The term of this Agreement shall be for the period commencing on [REDACTED] and ending on [REDACTED] of the Service Commencement Date (as defined below) of the Services (the "Term")
additional

The "Service Commencement Date" means the date on which Affiliate commences distribution of the Service over a DTH Satellite for revenue-generating purposes, as determined by Affiliate in its sole discretion.

6.2 Termination for Breach, Bankruptcy; Discontinuance of Business. Without limiting any other remedies available to the applicable party under this Agreement, by law or at equity, this Agreement may be terminated by either party (the "Affected Party"), in its discretion, at any time after any of the following occurrences, except as provided in this Agreement, with respect to the other party (the "Other Party"):

6.2.1 the failure by the Other Party, its successors or assigns to perform any material obligation hereunder which is not cured within thirty (30) days after receipt of written notice thereof from the Affected Party or as to which reasonable steps to cure have not been commenced within such period (or are not thereafter diligently pursued and completed within an additional thirty (30) days);

6.2.2 the filing of a petition in bankruptcy or for reorganization by or against the Other Party under any bankruptcy act and such petition is not vacated within thirty (30) days; the Other Party being the subject of a voluntary or compulsory liquidation (other than for the purposes of solvent reconstruction or amalgamation of it or its parent company(ies)); the assignment by the Other Party for the benefit of its creditors, or the appointment of a receiver, trustee, liquidator or custodian for all or a substantial part of the Other Party's property, and the order of appointment is not vacated within thirty (30) days; or the assignment or encumbrance by the Other Party of this Agreement contrary to the terms hereof; or

6.2.3 If Affiliate discontinues operation of the DTH Distribution System, or Programmer discontinues operation and distribution of the Services, in either which case neither party shall have any further liability to the other

6.3 Termination by Affiliate. Without limiting any other remedies

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available to it under this Agreement, by law or at equity, Affiliate may terminate this Agreement and/or the applicable Service(s) upon thirty (30) days' prior written notice to Programmer:

6.3.1 if at any time the general quality and quantity of programming (including, without limitation, the percentage of broadcast time during which new seasonal material is presented) on any Service materially changes from that existing as of the date of this Agreement, or the genre of that Service materially changes from that described in Section 1.2.1 and existing on the date of this Agreement, in which case the Affiliate may terminate this Agreement only with respect to that particular Service;

6.3.2 in the event of a transfer by Programmer of substantial rights granted to it hereunder or the sale of a substantial part of the business or assets of Programmer or the Services, in either case other than

6.3.3 in the event there are not at least [REDACTED] paying Service Subscribers (per Service) within [REDACTED] years after the Service Commencement Date;

6.4 License Fee Reduction. Notwithstanding anything to the contrary herein, (including without limitation Section 6.5 below), Affiliate shall receive credit against the License Fees in the proportion that any of the Services (in excess of 24 hours) are not delivered to Affiliate by Programmer on a 24 hour/7 days a week basis as required under Section 1.3.2.

6.5 Force Majeure. Notwithstanding any other provision in this Agreement, neither Programmer nor Affiliate shall have any liability to the other or any other person or entity with respect to any failure of Programmer or Affiliate, as the case may be, to transmit or distribute the Services or perform its obligations hereunder if such failure is due to any failure or degradation in performance of Programmer's Delivery Source or the DIH Satellite(s) or transponders on such satellites (as applicable) or of the DIH Distribution System (in which case, Affiliate shall be excused from its distribution obligations under this Agreement), or of any scrambling/descrambling equipment or any other equipment owned or maintained by others (including, without limitation, Affiliate's automated billing and authorization system), any failure at the origination and/or uplinking center used by Programmer or Affiliate, any labor dispute, fire, flood, riot, legal enactment, government regulation, Act of God, or any cause beyond the reasonable control of Programmer or Affiliate, as the case may be (a "Force Majeure"), and such non-performance shall be excused for the period of time such failure(s) causes such non-performance; provided,

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however, that if the Force Majeure does not cease within _____ days or if Affiliate determines in its sole discretion that it is commercially or technically unfeasible to cure a Force Majeure with respect to the DTH Distribution System or DTH Satellite and so notifies Programmer, then either party may terminate this Agreement effective upon reasonable prior written notice to the other party. The parties acknowledge and agree that although the Services may at any given time be uplinked to only one of several DTH Satellites, failure or degradation in any of such DTH Satellites may require Affiliate to reduce the number of programming services available for allocation among all of the DTH Satellites, with such reduction at Affiliate's sole discretion, including, without limitation, curtailment or termination of the distribution of the Services by Affiliate, provided that Affiliate may not carry any other substantially comparable Asian language channel on the reduced capacity available on the DTH Satellites if Affiliate is not carrying all of the Services after such failure or degradation. Accordingly, Programmer further acknowledges and agrees that the provisions set forth in the first sentence of this Section 6.5 shall apply and shall exculpate Affiliate and excuse the performance of Affiliate hereunder in the event of a failure or degradation of any of the DTH Satellites or the transponders on any such satellites, regardless of whether the satellite to which the Services are uplinked at the time of such failure or degradation is itself the subject of such failure or degradation.

6.6 Survival Termination of this Agreement pursuant to this Section 6 shall not relieve either party of any of its liabilities or obligations under this Agreement, including without limitation those set forth below in Section 8, which shall have accrued on or prior to the date of such termination.

7. Separate Entities. No officer, employee, agent, servant or independent contractor of either party hereto or their respective subsidiaries or affiliates shall at any time be deemed to be an employee, servant or agent of the other party for any purpose whatsoever, and the parties shall use commercially reasonable efforts to prevent any such misrepresentation. Nothing in this Agreement shall be deemed to create any joint venture, partnership or principal-agent relationship between Programmer and Affiliate, and neither shall hold itself out in its advertising or in any other manner which would indicate any such relationship with the other.

8. Indemnification; Limitation of Liability.

8.1 By Programmer Programmer shall indemnify, defend and hold

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harmless each of Affiliate, its Affiliated Companies (as defined below), Affiliate's contractors, subcontractors and authorized distributors and the directors, officers, employees and agents of Affiliate, such Affiliated Companies and such contractors, subcontractors and distributors (collectively, the "Affiliate Indemnitees") from, against and with respect to any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' and expert's fees) incurred in connection with any claim against any of the Affiliate Indemnitees arising out of (i) Programmer's breach or alleged breach of any provision of this Agreement, (ii) material or programming supplied by Programmer pursuant to this Agreement, (iii) the distribution by Affiliate of any programming of the Services in accordance with the terms of this Agreement which violates or requires payment for use of any copyright, right of privacy or literary, music performance or dramatic right in the Services (except any materials inserted by Affiliate), (iv) Programmer's advertising and marketing of the Services (except for any advertising or marketing materials or content supplied by Affiliate), (v) Affiliate's use of the Star Marks as authorized herein, and/or (vi) any other materials, including advertising or promotional copy, supplied or permitted by Programmer. In addition, Programmer shall pay and hold the Affiliate Indemnitees harmless from any federal, state, or local taxes or fees imposed by Law which are based upon revenues derived by, or the operations of, Programmer. As used in this Agreement, "Affiliated Company(ies)" shall mean, with respect to any person or entity, any other person or entity directly or indirectly controlling, controlled by or under common control (i.e., the power to direct affairs by reason of ownership of voting stock, by contract or otherwise) with such person or entity and any member, director, officer or employee of such person or entity.

8.2 By Affiliate. Affiliate shall indemnify and hold harmless each of Programmer, its Affiliated Companies, Programmer's contractors, subcontractors and authorized distributors, each supplier to Programmer of any portion of the Services hereunder and each participant therein and the directors, officers, employees and agents of Programmer, such Affiliated Companies, such contractors, subcontractors and distributors and such suppliers and participants therein (collectively, the "Programmer Indemnitees") from, against and with respect to any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' and experts' fees) incurred in connection with any claim against any of the Programmer Indemnitees arising out of (i) Affiliate's breach of any provision of this Agreement, (ii) the distribution by Affiliate of the Services, including, without limitation, the insertion of commercial or other announcements pursuant to Section 3 hereof (except with respect to claims relating to the content of the Services for which Programmer is solely responsible pursuant to Section 8.1(ii) and Section 8.1(iii)), (iii) Affiliate's advertising and marketing of the Services (except with respect to such advertising and marketing materials or content supplied or approved by Programmer), and (iv) any other materials, including advertising or promotional copy, supplied or approved by Affiliate. In addition, Affiliate shall pay and hold Programmer harmless from any federal, state, or local taxes or fees imposed by Law, including any fees payable to local franchising authorities, which are based upon revenues derived by, or the operations of, Affiliate.

8.3 Survival. Termination of this Agreement shall not affect the continuing obligations of each of the parties hereto as indemnitors hereunder. The party

wishing to assert its rights set forth in this Section 8 shall promptly notify the other of any claim or legal proceeding with respect to which such party is asserting such right. Upon the written request of an indemnitee, the indemnitor will (1) assume the defense of any claim, demand or action against such indemnitee and (2) allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand or action so settled.

8.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT:

8.4.1 IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, OCCASIONED BY ANY FAILURE TO PERFORM OR THE BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT FOR ANY CAUSE WHATSOEVER, WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

8.4.2 IN NO EVENT SHALL ANY PROJECTIONS, FORECASTS, ESTIMATIONS OF SALES AND/OR MARKET SHARE OR EXPECTED PROFITS, OR OTHER ESTIMATIONS OR PROJECTIONS BY AFFILIATE OR PROGRAMMER OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES, REGARDING OR RELATED TO AFFILIATE'S DTH BUSINESS OR PROGRAMMER'S SERVICES BE BINDING AS COMMITMENTS OR, IN ANY WAY, PROMISES BY AFFILIATE OR PROGRAMMER, AS THE CASE MAY BE.

9. Notices. Except as set forth below, all notices hereunder shall be in writing and delivered by hand or sent by certified airmail, return receipt requested, fax, or by an international courier delivery service to the receiving party at its address set forth above or as otherwise designated by written notice. Notice to Programmer shall be provided as follows:

If by mail, facsimile
or overnight or
personal delivery:

Star DTH (No. 1) Co. Ltd.
10 Frere Felix de Valois Street
Port Louis
Mauritius

Attention: SVP, Business Development
Fax: ~~(974) 366 4534~~
cc: Satellite Television Asian Region Limited
8th Floor, One Harbourfront
18 Tak Fung Street
Hung Hom, Kowloon
Hong Kong
Attention: General Counsel
Fax: (852) 2621 8636

(852) 2621 9624

Jr Au

Jr Au

Notice to Affiliate shall be provided as follows:

If by mail
or facsimile: DIRECTV, Inc.
 P.O. Box 92424
 Los Angeles, California 90009
 Attention: Senior Vice President, Programming
 Fax: (310) 535-5426
 cc: General Counsel
 Fax: (310) 726-4991

If by overnight or
personal delivery: DIRECTV, Inc.
 2230 East Imperial Highway
 El Segundo, California 90245
 Attention: Senior Vice President, Programming
 cc: General Counsel

Notice given by mail shall be considered to have been given seven (7) days after the date of mailing, postage prepaid certified or registered mail. Notice given by facsimile machine shall be considered to have been given on the next business day in the place of receipt after the date receipt thereof is electronically acknowledged. Notice given by an international courier delivery service shall be considered to have been given on the second business day in the place of receipt.

10. Waiver. The failure of any party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature. Subject to Section 8.4 above, all rights and remedies reserved to either party shall be cumulative and shall not be in limitation of any other right or remedy which such party may have at law or in equity.

11. Binding Agreement; Assignment. Subject to Affiliate's rights under Section 6.3.2, this Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns, except that it may not be assigned by transfer, by operation of law or otherwise, without the prior written consent of the non-transferring party, which shall not be unreasonably withheld;

12. Laws of California and Venue This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made

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and fully performed therein, except to the extent that the parties' respective rights and obligations are subject to mandatory local, State and Federal laws or regulations. Any dispute that may later arise with respect to any term or provision of this Agreement shall be resolved in the appropriate State or Federal district court sitting in Los Angeles, California, it being the clear intent of the parties hereto to consent to such jurisdiction and venue and hereby waive all right to contest such venue and jurisdiction. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous, express or implied, written or oral, agreements, representations or conditions between the parties with respect thereto. Programmer agrees that any judgment that Affiliate may obtain against Programmer or an Affiliated Company of Programmer shall be fully enforceable in any foreign jurisdiction and Programmer hereby waives any right to contest such enforceability.

13. Entire Agreement and Section Headings. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements, or understandings relating to the subject matter hereof. This Agreement shall not be modified other than in a writing, signed by each of the parties hereto. The section headings hereof are for the convenience of the parties only and shall not be given any legal effect or otherwise affect the interpretation of this Agreement.

14. Severability. The parties agree that each provision of this Agreement shall be construed as separable and divisible from every other provision and that the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision hereof. In the event that a court of competent jurisdiction determines that a restriction contained in this Agreement shall be unenforceable because of the extent of time or geography, such restriction shall be deemed amended to conform to such extent of time and/or geography as such court shall deem reasonable.

15. Confidentiality. The parties agree that they and their employees have maintained and will maintain, in confidence, the terms and provisions of this Agreement, as well as all data, summaries, reports or information of all kinds, whether oral or written, acquired or devised or developed in any manner from the other party's personnel or files or any proprietary or subscriber information provided by one party to the other party (the "Confidential Information"), and that they have not and will not reveal the same to any persons not employed by the other party except: (A) at the written direction of the other party; (B) to the extent necessary to comply with the law or the order of a court of competent jurisdiction, in which event the disclosing party shall so notify the other party as promptly as practicable (and, if possible, prior to making any disclosure) and shall seek confidential treatment of such information, or in connection with any arbitration proceeding; (C) as part of its normal reporting or review procedure to its parent company, its auditors and its attorneys, and such parent company, auditors and attorneys agree to be bound by the provisions of this Section 15; (D) in order to enforce any of its rights pursuant to this Agreement; (E) to the NRTC, potential investors, insurers, financing entities and, in the case of Affiliate, to any entity engaged in its DTH business; provided, however, that such person described above



agrees in writing to be bound by the provisions of this Section 15; or (F) if at the time of disclosure the Confidential Information is in the public domain through no fault of the disclosing party. Promptly after the Execution Date, the parties shall use their best reasonable efforts to agree upon a mutually acceptable press release with respect to the parties' general business relationship under this Agreement and to jointly issue and release such press release at a date mutually agreed upon. During the Term, neither party shall issue an independent press release with respect to this Agreement or the transactions contemplated hereby without the prior written consent of the other party.

16. Inadequacy of Money Damages. Programmer acknowledges and agrees that the grant of rights to Affiliate hereunder are special and unique, and that Affiliate would not be adequately compensated by the payment of money damages in the event that Programmer failed to comply with any of its obligations under this Agreement, including without limitation, providing access to any Service programming to Affiliate, as required hereunder.

17. Cessation of Distribution. If Affiliate determines that its provision of any part of any Service violates any Law, then, following written notice to Programmer, Affiliate may cease distributing such part of the Service to the extent, but only to the extent, necessary and for the time necessary, as reasonably determined by Affiliate, to prevent such violation of Law from continuing.

18. Survival of Representations and Warranties. All representations and warranties contained herein or made by the parties, and each of them, in connection herewith shall survive any independent investigation made by either party.

19. [Intentionally Deleted]

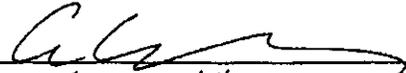
20. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute but one and the same instrument. The parties also agree that this Agreement shall be binding upon the faxing by each party of a signed signature page thereof to the other party. If such a faxing occurs, the parties agree that they will each also immediately post, by courier, a fully executed original counterpart of the Agreement to the other party.

21. No Third Party Rights. The terms of this Agreement are for the benefit of Programmer and Affiliate only. Nothing in this Agreement shall be deemed to be made for the benefit of any third party.

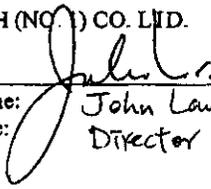


IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

DIRECTV, INC.

By: 
Name: Aaron McWally
Title: VP, International

STAR DTH (NO.) CO. LTD.

By: 
Name: John Lam
Title: Director

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EXHIBIT A

PROGRAMMER'S RATE CARD

Packaging

Monthly License Fee:

[REDACTED]

Star Plus (\$ [REDACTED]); Star One (\$ [REDACTED]); Star News (\$ [REDACTED]); and Vijay TV (\$ [REDACTED]). [REDACTED]

[REDACTED]

Star Plus (\$ [REDACTED]); Star One (\$ [REDACTED]); Star News (\$ [REDACTED]); Star Plus/Star One/ Star News (\$ [REDACTED]); Vijay TV (\$ [REDACTED]). [REDACTED]

[REDACTED]

EXHIBIT B

PROGRAMMING SCHEDULES

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A handwritten signature in black ink, consisting of a large, stylized letter 'J' followed by a smaller, cursive flourish.

NC.III.B 0334

STAR Plus USA Schedule
Indicative Schedule

PT	QT	RT	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	Indy	Range
21:00	23:00	0:00	Star Next Movie Movie!	One Man Night Hope Ching R	Kahaal Ghar Ghar Ki - R	Sarjani - A Medical Boat - R	Sara Abash - R	Chhapa Rukam - R	Star Superhit (Movie)	10:30	13:00
21:30	23:30	0:30						To To Main Man - R		11:30	13:30
22:00	0:00	1:00		Kahaal Ghar Ghar Ki - R	Shereef - R		11:00	14:00			
22:30	0:30	1:30		Kyuni Sam Bhi Kabhi Sami Thi - R	Star Sanchalari - R		12:00	14:30			
23:00	1:00	2:00		Kahin To Hoga - R			12:30	16:00			
23:30	1:30	2:30		K. Street Pal Hi - R	Star - R		13:00	16:30			
0:00	2:00	3:00	Sarjani - A Medical Boat - R	Dekho Mehar Pyar Se - R	Dekho Mehar Pyar Se - R	Dekho Mehar Pyar Se - R	Dekho Mehar Pyar Se - R	Adah - R	Mera - R	13:30	16:60
0:30	2:30	3:30		Shereef - R	Shereef - R	Shereef - R	Shereef - R	Asha - R	Sara Abash - R	14:00	18:30
1:00	3:00	4:00	Kya Mehar Kya Dhuam - R	Kumkum - R	Kumkum - R	Kumkum - R	Kumkum - R	Parvati Ka Panchay - R		14:30	17:00
1:30	3:30	4:30		Shahi - R	Shahi - R	Shahi - R	Shahi - R	Deo Mehe Nahi Hoga Chand p	Dar - R	14:00	17:30
2:00	4:00	5:00		Kumar - R	Kumar - R	Kumar - R	Kumar - R	Aash - R		15:30	18:30
2:30	4:30	5:30		Kahin Aare Na Judai - R	Ye Tu Main Man - R	Kya Mehar Kya Dhuam - R	16:00	18:30			
3:00	5:00	6:00	Nahi - R	Life Nahin Hai Ladai - R	Life Nahin Hai Ladai - R	Life Nahin Hai Ladai - R	Life Nahin Hai Ladai - R	Life Nahin Hai Ladai - R	Life Nahin Hai Ladai - R	16:30	19:00
3:30	5:30	6:30		Zindagi Mita Bhaiyega - R	Nisari	Nisari	17:00	19:30			
4:00	6:00	7:00	Ek Humsa - R	Halo Dola - R	Halo Dola - R	Halo Dola - R	Halo Dola - R			17:30	20:00
4:30	6:30	7:30	Aasha	Aasha	Aasha	Aasha	Aasha	Aasha	Aasha	18:00	20:30
5:00	7:00	8:00								18:30	21:00
5:30	7:30	8:30	Meri Bahut	Meri Bahut	Meri Bahut	Meri Bahut	Meri Bahut	Garud - An Ancient Widow		19:00	21:30
6:00	8:00	9:00	Sanchalari Ramayan - R	Karna - R	Nahi - R	Garud - An Ancient Widow - R	Kya Mehar Kya Dhuam - R		Sanchalari Ramayan	19:30	22:00
6:30	8:30	9:30						Yeh		20:00	22:30
7:00	9:00	10:00	Aasha - R	Aasha - R	Aasha - R	Aasha - R	Aasha - R	Sanchalari Ramayan - R	Kahin Kahi Kabhi Dhoom - R	20:30	23:00
7:30	9:30	10:30							Haha 44	21:00	23:30
8:00	10:00	11:00	Garud - An Ancient Widow - R	Zindagi Mita Bhaiyega - R	Zindagi Mita Bhaiyega - R	Zindagi Mita Bhaiyega - R	Zindagi Mita Bhaiyega - R	Sachin Parv - R		21:30	0:00
8:30	10:30	11:30		Kasauli Zindagi Kay - R	Kahin Kahi Kabhi Dhoom - R	Sanchalari - R	22:00	0:30			
9:00	11:00	12:00	Mehi Masala - R	Kahaal Ghar Ghar Ki - R	Kahaal Ghar Ghar Ki - R	Kahaal Ghar Ghar Ki - R	Mehi Masala - R	Sanchalari - R	Karna	22:30	1:00
9:30	11:30	12:30	Shagun	Shagun	Shagun	Shagun	Deo Mehe Nahi Hoga Chand R	Ek Humsa - R		23:00	1:30
10:00	12:00	13:00	Kumkum	Kumkum	Kumkum	Kumkum		Mera - R	Mehi Masala	23:30	2:00
10:30	12:30	13:30	Shahi	Shahi	Shahi	Shahi		Sarjani - A Medical Boat - R	Parvati Ka Panchay R	0:00	2:30
11:00	13:00	14:00	Kasauli	Kasauli	Kasauli	Kasauli	Star		Star Sanchalari Movie!	0:30	3:00
11:30	13:30	14:30	Kahin Aare Na Judai	Kahin Aare Na Judai	Kahin Aare Na Judai	Kahin Aare Na Judai	ME Humsa	Kya Mehar Kya Dhuam - R		1:00	3:30
12:00	14:00	15:00	Kahin To Hoga - R	Kahin To Hoga - R	Kahin To Hoga - R	Kahin To Hoga - R	Kahaal Ghar Ghar Ki - R	Star Sanchalari - R		1:30	4:00
12:30	14:30	15:30	Dekho Mehar Pyar Se - R	Dekho Mehar Pyar Se - R	Dekho Mehar Pyar Se - R	Dekho Mehar Pyar Se - R	Dekho Mehar Pyar Se - R			2:00	4:30
13:00	15:00	16:00	K. Street Pal Hi - R	K. Street Pal Hi - R	K. Street Pal Hi - R	K. Street Pal Hi - R		Sara Abash - R		2:30	5:00
13:30	15:30	16:30	Sanchalari - R	To To Main Man - R	Mehi Masala - R	Mehi Masala - R				3:00	5:30
14:00	16:00	17:00	Life Nahin Hai Ladai	Life Nahin Hai Ladai	Life Nahin Hai Ladai	Life Nahin Hai Ladai	Life Nahin Hai Ladai	Pya Bina - R	Shereef - R	3:30	6:00
14:30	16:30	17:30	Zindagi Mita Bhaiyega	Zindagi Mita Bhaiyega	Zindagi Mita Bhaiyega	Zindagi Mita Bhaiyega	Parvati Ka Panchay - R	Sanchalari - R	Sanchalari Parv - R	4:00	6:30
15:00	17:00	18:00	San Parv - R	Shereef - R	Sachin Parv - R	Kahin Kahi Kabhi Dhoom - R	Kahin Kahi Kabhi Dhoom - R	Mehi Masala - R	Kya Mehar Kya Dhuam - R	4:30	7:00
15:30	17:30	18:30	Halo Dola	Halo Dola	Halo Dola	Halo Dola	Sachin Parv	Chhapa Rukam - R		5:00	7:30
16:00	18:00	19:00	Dekho Mehar Pyar Se	Dekho Mehar Pyar Se	Dekho Mehar Pyar Se	Dekho Mehar Pyar Se	Mehi Masala	To To Main Man - R	Kahin Kahi Kabhi Dhoom - R	5:30	8:00
16:30	18:30	19:30	Kasauli Zindagi Kay	Kasauli Zindagi Kay	Kasauli Zindagi Kay	Kasauli Zindagi Kay	Chhapa Rukam	Parvati Ka Panchay	Star	6:00	8:30
17:00	19:00	20:00	Deo Mehe Nahi Hoga Chand	Kahaal Ghar Ghar Ki	Kahaal Ghar Ghar Ki	Sara Abash	Kahin Kahi Kabhi Dhoom	Star Superhit (Movie)	STAR Next Movie (Movie)	6:30	9:00
17:30	19:30	20:30					Sanchalari			7:00	9:30
18:00	20:00	21:00	Kahaal Ghar Ghar Ki	Kahaal Ghar Ghar Ki	Kahaal Ghar Ghar Ki	Kahaal Ghar Ghar Ki	To To Main Man			7:30	10:00
18:30	20:30	21:30	Kyuni Sam Bhi Kabhi Sami Thi	Kyuni Sam Bhi Kabhi Sami Thi	Kyuni Sam Bhi Kabhi Sami Thi	Kyuni Sam Bhi Kabhi Sami Thi	Shereef			8:00	10:30
19:00	21:00	22:00	Kahin To Hoga	Kahin To Hoga	Kahin To Hoga	Kahin To Hoga	Star Sanchalari			8:30	11:00
19:30	21:30	22:30	K. Street Pal Hi	K. Street Pal Hi	K. Street Pal Hi	K. Street Pal Hi				9:00	11:30
20:00	22:00	23:00	Kumkum - R	Kumkum - R	Kumkum - R	Kumkum - R	Dar	Kya Mehar Kya Dhuam	Star Sanchalari - R	9:30	12:00
20:30	22:30	23:30	Kasauli Zindagi Kay - R	Kasauli Zindagi Kay - R	Kasauli Zindagi Kay - R	Kasauli Zindagi Kay - R	Aasha			10:00	12:30

REDACTED
FOR PUBLIC INSPECTION

**AFFILIATION AGREEMENT
FOR DBS SATELLITE EXHIBITION
OF CABLE NETWORK PROGRAMMING**

DIRECTV, Inc.

and

TV Guide Networks, Inc.

AFFILIATION AGREEMENT
FOR DBS SATELLITE EXHIBITION
OF CABLE NETWORK PROGRAMMING

This Agreement ("Agreement") is made as of November 21, 2003, by and between TV Guide Networks, Inc. ("Programmer"), a corporation organized under the laws of the State of Delaware, whose principal place of business and chief executive offices are located at 6922 Hollywood Boulevard, 12th Floor, Hollywood, California 90028, and DIRECTV, Inc. ("Affiliate"), a corporation organized under the laws of the State of California, whose principal place of business is located at 2230 East Imperial Highway, El Segundo, California 90245. Programmer and Affiliate may sometimes be individually referred to as a "party" or collectively referred to as the "parties."

WHEREAS:

A. Affiliate has established a direct broadcast satellite ("DBS") service in North America;

B. Affiliate desires to obtain the rights to distribute "TV Guide ChannelSM" (the "Service" (the "Service," as more fully described in Section 1(b) below) via the DBS Distribution System (as defined in Section 1(a) below) in the United States, its territories and possessions, including Puerto Rico, and Canada at such time as Affiliate is legally permitted to distribute the Service in Canada by applicable U.S. and Canadian regulations (the "Territory"); and

C. Affiliate is a party to that certain DBS Distribution Agreement, dated April 10, 1992, as amended, with the National Rural Telecommunications Cooperative ("NRTC") for the distribution to subscribers in certain counties and zip codes in the United States of programming via the DBS Distribution System.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Grant of Rights.

(a) Distribution; Certain Definitions.

(i) Programmer hereby grants to Affiliate (which as used for all purposes in this Agreement shall mean Affiliate and/or its designees, including, without limitation, NRTC and/or its members) the nonexclusive right to distribute the Service in the Territory via the DBS Distribution System to DIRECTV Subscribers' televisions, personal computers or other authorized reception devices and platforms during the Term (as defined in Section 6(a) below) hereof. Subject to the restrictions set forth in Section 4(h) below,

Affiliate shall have the right to use the names, titles or logos of the Service or any of its programs, or the names, voices, photographs, music, likenesses or biographies of any individual participant or performer in, or contributor to, any program or any variations thereof.

(ii) The term "DBS Distribution System" shall mean the multichannel distribution system for video and other programming services utilized by Affiliate and Affiliate's Affiliated Companies (as defined in Section 8(a) below) to distribute those video, data and music programming services offered under the "DIRECTV" brand name to DIRECTV Subscribers. "DIRECTV Subscribers" shall mean those customers (both residential and non-residential) authorized by Affiliate to receive Affiliate's service via the DBS Distribution System.

(b) The Service.

(i) Programmer shall deliver to Affiliate the national feed of the Service (or, if Programmer uses multiple feeds for the Service, such other of such multiple feeds designated by Affiliate). The Service shall be professionally-produced, advertiser-supported, satellite delivered programming service that consists of, and at all times during the Term shall provide, information and/or features about or related to television programming and/or other entertainment content, including schedule information for television programming services distributed on Affiliate's platform. As currently depicted on a television screen, the lower portion of the screen (the "Lower Portion") provides a detailed listing of system-specific channels and their scheduled programs, while the upper portion of the screen (the "Upper Portion") contains advertisements and video promotions of current and future programming (the Upper Portion comprises approximately seventy-five percent (75%) of the viewing screen). The programming of the Upper Portion is represented by the programming schedule attached hereto as Exhibit A, which is incorporated herein. The Service includes source listings, available movie synopsis and video promotion of basic, premium and pay-per-view content. The Service shall be presented on a 24-hour per day, 7 days a week schedule. The Service does not require Service Subscribers to use any special receiving equipment. The Service may also include all text, graphics, animation, screen designs that are part of the primary analog active video (Lines 23 - 480, Fields 1 and 2), the primary audio (stereo), secondary audio mixed mono (mono) (must be on 24 hour/7 days a week basis) and all programming and information contained in Line 21, Fields 1 and 2 of the VBI (such programming and information shall comply with the EIA-608 standard); provided however that the above Service content must be compatible and commercially feasible with the technology of the DBS Distribution System, including, without limitation, DIRECTV Subscriber's equipment. Upon ninety (90) days prior written notice to Affiliate, Programmer may change the name of the Service. Programmer shall ensure that any references to program schedule times that are contained in the Upper Portion of the Service clearly identify the Eastern time zone program time. If any problems arise in connection with such references to program schedule times (such as customer confusion), the parties shall use good faith efforts to promptly remedy such problems.

(ii) Notwithstanding anything to the contrary herein: (A) Affiliate shall only be required to distribute the Upper Portion of the Service; (B) Affiliate may, in its sole discretion, distribute the Upper Portion either as the entire viewing screen or as it is exhibited on the Service as of the date hereof; (C) subject to the prior mutual approval of both parties, which shall not be unreasonably denied, conditioned or delayed, Affiliate may include Affiliate produced segments in the Upper Portion of the Service that promote various events or programs exhibited on the DBS Distribution System; (D) Affiliate may, in its sole discretion, insert in the Lower Portion of the Service promotional or informational announcements regarding the programs contained in the DBS Distribution System and other services provided by Affiliate; (E) unless otherwise requested in writing to Programmer by Affiliate, in its sole discretion, Programmer shall deliver to Affiliate the signal of the Upper Portion of the Service so that it will be distributed to the Service Subscribers as the entire viewing screen. The parties agree to discuss in good faith the development by DIRECTV, or jointly, of a version of the Lower Portion of the Service that is customized to the programs (and their schedule times) exhibited on the DBS Distribution System, but in no event are the parties obligated to reach an agreement regarding the same.

(iii) Notwithstanding anything to the contrary herein, the Service shall not contain any blackout restrictions or home shopping programming

(iv) Subject to Sections 1(b)(i) and (ii), the Upper Portion of the Service shall be delivered to Affiliate in its entirety, meaning that the programming on the Service, as received by any Service Subscriber at a given point in time, shall be the same as the programming received by all other subscribers to the Service at such point in time.

(v) All rights and title in and to the entire contents of the Service, including, but not limited to, films and recordings thereof, title or titles, names, trademarks, concepts, stories, plots, incidents, ideas, formulas, formats, general content and any other literary, musical, artistic, or other creative material included therein (but in any event, excluding any programming and/or material produced by or on behalf of Affiliate and inserted into the Service as provided in Sections 1(b)(ii) and (vi) and Section 3) shall, as between Programmer and Affiliate, remain vested in Programmer.

(vi) Programmer and Affiliate agree that "Infomercials," defined as program-length direct sales commercials or programming, including, but not limited to, "sponsor-owned promotional programming," shall relate only to family-oriented issues and products. Anything herein to the contrary notwithstanding, Infomercials shall only be broadcast during the period from 2:00 a.m. to 11:00 a.m. (Eastern time zone), which Programmer represents and warrants is the actual times that Infomercials are broadcast on the Service as of the date hereof. If any Other Distributor inserts substitute commercial programming in lieu of such Infomercials, then Affiliate shall be entitled to the same amount of such insertion.

(vii) Affiliate is authorized to distribute the Service using satellite master antenna television system ("SMATV") operators (including telephone companies and

similar service providers) that serve multiple dwelling unit ("MDU") buildings or complexes or commercial or business establishments with multiple television viewing sites to subdistribute the Service in the Territory via such SMATV systems directly to end users within such buildings or establishments.

(c) Other Distribution Obligations. In addition, the parties agree as follows:

(i) Subject to Programmer's obligations hereunder and Affiliate's rights under Section 17, Affiliate shall distribute the Service as transmitted by Programmer, in its entirety, in the order and at the time transmitted by Programmer without any intentional and willful editing, delays, alterations, interruptions, deletions or additions (excepting Affiliate's commercial or other announcements, as permitted by Section 3 hereof, and any insertions and/or deletions permitted pursuant to the provisions of Sections 1(b)(ii) and (vi) hereof). Programmer acknowledges that the DBS Distribution System requires and applies digital compression and encryption processes prior to transmission and decryption and decompression processes upon reception and agrees that such processing does not constitute an alteration and/or other modification of the Service. Programmer shall fully encrypt the satellite signal of the Service utilizing encryption technology commonly used in the satellite distribution industry.

(ii) Programmer shall, at its sole expense, deliver the feed of the Service from a U.S. domestic communications satellite in the Territory commonly used for transmission of television programming (or, at Programmer's option and expense, a fiber optic or other facility reasonably acceptable to Affiliate) to each of Affiliate's uplink and broadcast facilities currently located in Castle Rock, Colorado and Los Angeles, California (collectively, the "Broadcast Centers"). In connection with the foregoing, Programmer shall, at its sole cost and expense, provide Affiliate with two receivers and decoders for the Service for each of the Broadcast Centers. Programmer shall have in place appropriate back-up transponder space on a second domestic communications satellite, or shall reserve back-up fiber link to the Broadcast Centers, such that in the event of a failure of the first satellite or fiber link, delivery of the Service to Affiliate shall not be interrupted or discontinued. As of the Service Commencement Date (defined in Section 7(a)), the feed of the Service shall be delivered from C4, transponder 8. In the event Programmer seeks to change the primary delivery mechanism from which the Service is delivered at any during the Term, Programmer shall provide Affiliate with not less than ninety (90) days' prior written notice of such proposed change and, in the event Affiliate approves such proposed change, Programmer shall provide Affiliate with the necessary equipment required to receive the Service, via the new delivery method.

(iii) Programmer and Affiliate shall use their respective commercially reasonable efforts to maintain for the Service a high quality of signal transmission in accordance with their respective technical standards and procedures. Programmer agrees to include closed-captioning and/or narrative audio of the audio portion of the Service as delivered by Programmer to Affiliate in a manner sufficient to allow Affiliate to comply with any closed-captioning and/or narrative audio obligations as may be

imposed upon Affiliate or Programmer by FCC (or other governmental) rules and regulations during the Term, as modified from time to time. Other than as required pursuant to the immediately preceding sentence, Affiliate shall have no liability in connection with Programmer's failure to prepare, insert or include closed-captioning and/or narrative audio in the Service as required by this Section 1(c) (iii). Accordingly Programmer shall indemnify, defend and hold harmless Affiliate, as provided in Section 8 hereof, against and from any and all losses, liabilities, claims, costs (including without limitation, any costs of preparing and including closed-captioning and/or narrative audio in the Service), damages and expenses, including without limitation, fines, forfeitures, attorneys' fees, disbursements and court or administrative costs, arising out of Programmer's breach of this Section 1(c).

(d) Program Guide. During the Term, Programmer, at its sole cost and expense, shall provide the daily programming schedule for the Upper Portion of the Service (including any Infomercials contained therein) to Tribune Media Service or such other program schedule provider as identified by Affiliate in order that Affiliate may access the program schedule for purposes on the on-screen program guide.

(e) VBI. Affiliate represents that Affiliate's DBS Distribution System does not currently retransmit any data or information contained in the VBI of the analog signal except line 21, fields 1 and 2, and only carries a single mono secondary audio program provided that such secondary audio is programmed twenty-four (24) hours per day/seven (7) days per week ("SAP"). Accordingly, in no event shall Affiliate be obligated to transmit more than the primary video and a single stereo pair of primary audio programs to be associated with the analog signal, a single mono SAP associated with the analog signal, and line 21, fields 1 and 2 of the VBI. Programmer reserves and retains all rights in and to all signal distribution capacity contained within the bandwidth of the Service, including without limitation, the VBI and audio subcarriers from its transmission point to the point of reception by Affiliate. Affiliate retains and reserves any and all rights in and to, and may use in its sole discretion, all signal distribution capacity contained within the bandwidth of the Signal, including, without limitation, the VBI and audio subcarriers, from the point of reception by Affiliate to the Service Subscribers in the Territory.

(f) New Service. Programmer agrees that it will not use the Service to nest or incubate another cable television programming service within the Service, nor will it "clone" the Service into a second cable television programming service by migrating programming from the Service to any such second service which is distributed by Programmer in the Territory unless Programmer provides any such second cable television programming service to Affiliate without requiring the payment of additional License Fees and Affiliate agrees to carry such second service.

(g) Change of Satellite. In the event Programmer either (i) changes the satellite to which the Service is transmitted to a satellite or other transmission medium not susceptible to viewing or utilization by Affiliate's then-existing earth station equipment without affecting the receipt of the signals of any other programming or other services then received (or committed to be received) by such Affiliate, (ii) changes the technology used by