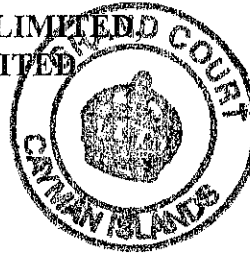


WRIT OF SUMMONS (O.6, r.1) ✓

IN THE GRAND COURT OF THE CAYMAN ISLANDS
GEORGE TOWN, GRAND CAYMAN

CAUSE NO. 802 OF 2001

BETWEEN: DIRECTV, INC., NEWS DATACOM LIMITED
NDS AMERICAS, INC. and NDS LIMITED

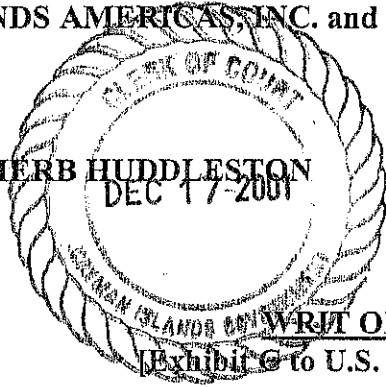


PLAINTIFFS

AND:

HERB HUDDLESTON
DEC 17-2001

DEFENDANT



WRIT OF SUMMONS
[Exhibit C to U.S. Settlement Agreement]

TO: **Herb Huddleston** of P.O. Box 2014 GT Glen Eden Road off South Church Street, Grand Cayman

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs in respect of the claim set out on the next page.

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 17th day of December 2001

NOTE – This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
GEORGE TOWN, GRAND CAYMAN

CAUSE NO. 802 OF 2001

BETWEEN: DIRECTV, INC., NEWS DATACOM LIMITED,
NDS AMERICAS, INC. and NDS LIMITED

PLAINTIFFS

AND: HERB HUDDLESTON

DEFENDANT

STATEMENT OF CLAIM
[Exhibit C to U.S. Settlement Agreement]

1. The Plaintiff, DIRECTV, Inc., is a corporation duly incorporated pursuant to the laws of the State of California of the United States of America.
2. The Plaintiff, News Datacom Limited, is a corporation duly incorporated pursuant to the laws of England and the United Kingdom.
3. The Plaintiff, NDS Americas, Inc., is a corporation duly incorporated pursuant to the laws of the State of Delaware of the United States of America.
4. The Plaintiff, NDS Limited, is a corporation duly incorporated pursuant to the laws of England and the United Kingdom.
5. The Defendant, Herb Huddleston, is a resident of Georgetown, Grand Cayman.

6. On February 3, 2000, the Plaintiffs commenced an action against Herb Huddleston and others in the United States District Court for the District of Montana, which action is captioned DIRECTV, Inc., et al. v. Herb Huddleston, et al., No. CV-00-10-BU-DWM, and entitled "Complaint for Compensatory, Statutory and other Damages, and for Injunctive Relief" ("the Action").
7. The Defendant, Herb Huddleston, has consented to the jurisdiction of the United States District Court for the District of Montana.
8. Further, by Minutes of Settlement dated ^{RSC} 10th October 2001 ("Minutes") and executed by the Defendant, Herb Huddleston, the Defendant has consented to the entry of a permanent injunction in the Action enjoining certain activities by the Defendant, worldwide, and a permanent injunction against the Defendant has been entered by the United States District Court for the District of Montana. The permanent injunction enjoins the Defendant, and any persons or entities controlled directly or indirectly by him, from engaging any of the following activities:
 - a. receiving or assisting others in receiving DIRECTV's satellite transmissions of television programming without authorization by and payment to DIRECTV;
 - b. designing, manufacturing, assembling, modifying, importing, exporting, possessing, distributing or selling counterfeit DIRECTV Access Cards or other devices or equipment (including, by way of example, software, deglitchers, unloopers, un99 machines and programmers) designed or intended to facilitate the reception and decryption of DIRECTV's satellite transmissions of television programming by persons not authorized to receive such programming;

- c. advertising the sale of counterfeit DIRECTV Access Cards or other devices or equipment (including, by way of example, software, deglitchers, unloopers, un99 machines and programmers) designed or intended to facilitate the reception and decryption of DIRECTV's satellite transmissions of television programming by persons not authorized to receive such programming, and advertising or providing information or technical services in support thereof; or
 - d. reverse engineering or attempting to reverse engineer any of Plaintiffs' products, services or technologies, including without limitation the encryption and security controls for the DIRECTV satellite system.
9. Further by the Minutes the Defendant, Herb Huddleston, has agreed that the foregoing permanent injunction shall apply to his activities worldwide, and shall apply with the same force and effect to the Galaxy Latin America and Sky Latin America satellite systems, and to any other direct broadcast system or other business in which the Plaintiffs have a financial or other interest, now or in the future.
10. Further, by the Minutes the Defendant, Herb Huddleston, has agreed that the Plaintiffs shall be entitled to judgment against the Defendant in the sum of \$700,000.00 (U.S.) on furnishing proof to the Court of any violation by the Defendant of the permanent injunction sought hereby.
11. The Plaintiffs therefore claim against the Defendant, Herb Huddleston, pursuant to the judgment consented to by the Defendant in the United States District Court for the District of Montana, all as more particularly set forth in paragraph 1 hereof.

12. AND THE PLAINTIFFS CLAIM:

- (a) A permanent injunction enjoining the Defendant, and any persons or entities controlled directly or indirectly by him, from engaging in any of the following activities:
- (i) receiving or assisting others in receiving DIRECTV, INC.'s ("DIRECTV") satellite transmissions of television programming without authorization by and payment to DIRECTV;
 - (ii) designing, manufacturing, assembling, modifying, importing, exporting, possessing, distributing or selling counterfeit DIRECTV Access Cards or other devices or equipment (including, by way of example, software, deglitchers, unloopers, un99 machines and programmers) designed or intended to facilitate the reception and decryption of DIRECTV's satellite transmissions of television programming by persons not authorized to receive such programming;
 - (iii) advertising the sale of counterfeit DIRECTV Access Cards or other devices or equipment (including, by way of example, software, deglitchers, unloopers, un99 machines and programmers) designed or intended to facilitate the reception and decryption of DIRECTV's satellite transmissions of television programming by persons not authorized to receive such programming, and advertising or providing information or technical services in support thereof; or
 - (iv) reverse engineering or attempting to reverse engineer any of Plaintiffs' products, services or technologies, including without limitation the encryption and security controls for the DIRECTV satellite system; and

- (b) an Order that the Plaintiffs, on furnishing proof to the Court of any violations by the Defendant of the terms of certain Minutes of Settlement described herein, or of the permanent injunction sought hereby, shall be entitled to enter judgment in the sum of \$700,000.00 (U.S.) or an equivalent sum in Canadian currency.

DATED this 17th day of December 2001

FILED this 17th day of December 2001

Ritch + Conolly

RITCH & CONOLLY

Attorneys-at-Law for the Plaintiffs

TO: The Defendant Herb Huddleston
P.O. Box 2014 GT
Glen Eden Road off South Church Street
Grand Cayman

Filed by Ritch & Conolly Attorneys-at-Law on behalf of the Plaintiffs, whose address for service is 4th Floor, Queensgate House, 113 South Church Street, P.O. Box 1994, Grand Cayman, Cayman Islands

Acknowledgment of service of writ of summons (O.12, r.3)

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

1. The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings *must also serve a defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A *Stay of Execution* against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, *issue a Summons* for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the name stated on the Writ of Summons*)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

802/01
CAUSE NO: OF 19

BETWEEN:

PLAINTIFF

AND:

DEFENDANT

ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

yes

no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)

yes

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for service:

IN THE GRAND COURT OF THE CAYMAN ISLANDS
GEORGE TOWN, GRAND CAYMAN

CAUSE NO. 502 OF 2001

BETWEEN: DIRECTV, INC., NEWS DATACOM LIMITED,
NDS AMERICAS, INC. and NDS LIMITED

PLAINTIFFS

AND: HERB HUDDLESTON

DEFENDANT

STATEMENT OF CLAIM
[Exhibit C to U.S. Settlement Agreement]

RITCH & CONOLLY
Attorneys-at-Law for the Plaintiffs
4TH Floor, Queensgate House
113 South Church Street
P.O. Box 1994
Grand Cayman, Cayman Islands

File No. 8413

Cherry Jane Bridges
Fax No. (345) 949-8652
Telephone No. (345) 949-7366