

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT between NDS Americas Inc. (hereinafter referred to as the "Company") and Allen Don Juan Menard (hereinafter referred to as "Consultant") is made effective on the date signed by an executive of the Company on page 4 of this Agreement.

Company desires to engage the services of Consultant to assist and consult with Company; and Consultant desires to furnish such services. It is therefore agreed as follows:

1. **Term.** Consultant hereby agrees to serve as a consultant to Company for the period commencing on the Agreement date, and ending twelve months thereafter, provided that the Company or, the Consultant may elect to terminate this Agreement prior to such time by providing written notice.

2. **Duties.** Consultant shall render such consulting and advisory services concerning the business of Company as may be requested by Company from time to time to the best of Consultant's ability. Consultant's primary contact within the Company shall be Ted Rose or any other person or persons designated by Company from time to time. Consultant agrees to devote a minimum of one hundred and twenty (120) hours per month in performing his consulting services to Company. Consultant will maintain an accurate and detailed log of hours spent in fulfilling consulting obligations under this agreement. A certified monthly copy of this log will be made available to Company upon written request. In rendering such services, Consultant shall act as an independent contractor and not as an employee of Company. Consultant shall cooperate with Company to the end that Consultant will respond to all reasonable requests for such services and will render to Company the assistance herein contemplated. Consultant shall not have the right or power to bind Company to any contract or agreement. The relationship created by this Agreement is that of a contract for services and nothing herein contained is intended to nor shall create the relationship of partnership or joint venture.

3. **Compensation.** Consultant shall be paid by Company a fee of \$6,500.00 US for consulting services hereunder. Consultant shall be responsible for paying any

CASE NO.
SA CV 03-950 DOC (JTLx)
ECHOSTAR SATELLITE CORP., et al.,

LA2 664451 J

vs.

NDS GROUP PLC, et al

PLAINTIFF'S EXHIBIT 115

DATE _____ IDEN.

DATE _____ EVID.

BY _____
Deputy Clerk

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LA2 664451 J

NDS105809
HIGHLY CONFIDENTIAL

EXHIBIT
115
No. SA CV 03-950 C 02-1178
DOC (JTLx)

other costs incurred by consultant as a result of these fees. Both parties agree that Consultant will increase consultative hours provided to Company, as required by Company, to fulfill Company obligations, and, this Agreement may be amended as mutually agreed to in writing.

Consultant shall not be reimbursed for Consultant's costs, including without limitation, entertainment and travel expenses, incurred in connection herein unless approved in advance, in writing by a department head or Vice President of Company so authorized by Company to make reimbursable authorizations.

4. Inventions, Etc. Other than consultant's compensation as provided for in Section 3 above, Consultant shall not be entitled to any royalty, commission or other payment, or any license or right with respect to any and all patents, copyrights, trade secrets, mask working rights, and other proprietary or legal rights arising therefrom or relating thereto.

5. Confidential Information. Consultant agrees that any information he receives during the term of this agreement about the Company's computer software (including operating and applications software, whether owned or licensed by Company) and any and all technical or business information relating to Company's research and development, engineering, procedures, techniques, finances, customers and marketing, production and future business plans which is not available from public sources, shall be deemed proprietary and confidential and that during and after the term of this agreement, no such proprietary and confidential information shall be disclosed by Consultant to third parties without the prior written consent of a department head or Vice-President of the Company or lawful court order. Consultant further agrees that upon request of a department head or Vice-President of Company or upon termination of this Agreement, whichever event shall first occur, Consultant will deliver to Company all written and tangible material (in any form or medium) in his possession or control incorporating or disclosing such proprietary and confidential information otherwise relating to the Company's business. Nothing herein shall prevent Consultant from independently deciding whether and how to respond to lawful inquiries from a government entity about matters preceding the effective date of this of this Agreement which involve himself, the Company, any of Company's employees or any other person.

6. Conflict of Interest. Consultant agrees that during the term of this Agreement that Consultant will not undertake employment or consulting assignments or enter into a contract or undertake any obligation, inconsistent or incompatible with Consultant's obligations under this Agreement or the scope of Consultant's duties as detailed in Section 2 above to this Agreement. Consultant represents and warrants that there is no other contract or obligation on Consultant's part now in existence inconsistent with this Agreement, unless a copy of such contract or a description of such obligation is attached hereto.

7. Arbitration of Disputes. Any controversy, dispute or claim between the Company and Consultant, other than an alleged breach of Consultant's obligations under Section 5 above to this Agreement, including, without limitation, any alleged breach of this Agreement or of any duty arising under this Agreement and the breach of any covenant of good faith and fair dealing relating to this consulting Agreement shall be settled by arbitration before a single arbitrator in California, United States of America in accordance with the rules of the American Arbitration Association, whose determination shall be final and binding on the parties. Any judgment on the award rendered by the arbitrator in such arbitration proceeding may be entered in any court having jurisdiction thereof. The fees and expenses of the arbitration shall be borne as determined by the arbitrator. The arbitrator will not be authorized to award punitive damages. Notwithstanding the foregoing, the parties agree that Consultant and his counsel may participate in any such arbitration by telephone.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, as such laws apply to contracts to be performed on behalf of a California based corporation.

9. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement. It may not be changed orally but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

10. Termination. No termination by Consultant prior to the expiration of the term of this Agreement, as permitted under Section 1 above to this Agreement shall affect Consultant's right to any accrued fees earned or authorized expenses accrued prior to the date of termination and no such termination shall affect Company's rights or Consultant's responsibilities under Sections 4, 5, or 6 above to this Agreement.

11. Death. This Agreement shall be terminated by the death of Consultant.

12. Successors and Assigns. Neither this Agreement nor any of the rights or obligations of Consultant arising hereunder shall be capable of assignment, transfer or delegation, nor shall they be assigned, transferred or delegated, either voluntarily or involuntarily, by merger, operation of law or otherwise without the prior written consent of Company, which may be withheld in its sole discretion.

13. Waiver of a Breach. The waiver by Company of a breach of any provision of this Agreement by Consultant shall not operate or be construed as a waiver of any other or subsequent breach by Consultant.

14. Notices. All notices, requests and other communications hereunder shall be in writing, and shall be deemed to have been duly given if electronically mailed to Consultant or mailed at such address as either party may designate by written notice to the other. Any such notices, requests or other communications shall be deemed to have been fully given upon actual receipt, or three days after the giving of notice if notice is given electronically or, if notice is given by overnight delivery.

15. Legal Fees. In the event legal action or an arbitration proceeding is instituted by either party to enforce the terms and conditions of this Agreement, the party prevailing in any such action shall be entitled to recover all reasonable attorney's and expert witness' fees and costs incurred by such party in such action or proceeding.

16. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

17. Headings. This Agreement shall not be interpreted by reference to any other titles of headings to the paragraphs herein, which have been inserted for purposes of convenience only and are not deemed a part hereof.

18. Entire Agreement. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof.

COMPANY:

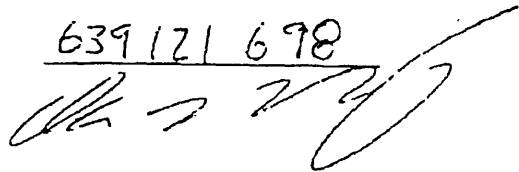
CONSULTANT:

NDS Americas Inc.
3501 Jamboree Road
Suite 200
Newport Beach, CA 92660
USA

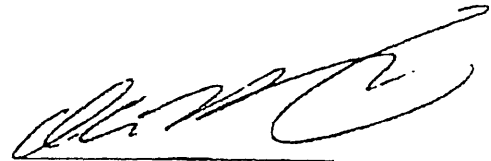
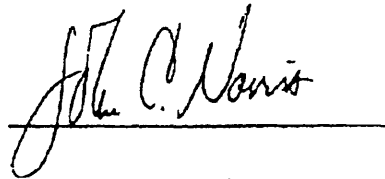
Allen Don Juan Menard
Edmonton, Alberta Canada
Social Identification Number

639121698

Attn: J. Carter Norris, Director
Special Projects



By



Date

3/31/03

04/01/03