

To:442084768222

From:RN London

Fax:44 20 7624 8324

TopCall At:21-MAY-2002-07:33 Doc:400 Page:002

NabarroNathanson

Telex: 020 7524 6000
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DX 77 Chancery

By Fax and Post

Strictly Private & Confidential
For Addressee Only

NDS Limited
1 London Road
Staines
Middlesex
TW18 4EX
Attention : Abe Peled

21 May 2002

Our ref: HCKJR

Dear Sirs

Ray Adams

We have been instructed by Mr Ray Adams to advise him in relation to his employment with NDS Limited ("the Company"). Our client has described a sequence of events to us which relate to his employment with the Company and which culminated in the meeting held at the Company's offices in Staines on Monday 13 May 2002. Since meeting with our client on 14 May 2002, he has forwarded to us a copy of Altes & Overy's letter to him dated 14 May 2002 summarising the matters which were discussed at that meeting.

As our client has explained to you, at no stage did he offer unconditionally to retire or, in particular, to retire with immediate effect. The most he did was to express a willingness, in the light of the ongoing Canal + litigation and his domestic circumstances at the current time, to canvass the option of retirement on terms to be agreed. You must of course keep in mind that he is still five years off his previously agreed retirement date. For Mr Rneven Hasek then to send an e-mail on 2 May 2002 to several senior figures in the Company announcing that our client had retired and that his position within the Company had been filled with immediate effect was without question an actual, or alternatively constructive dismissal of our client. Our client of course rebutted this announcement the minute it came to his attention by his e-mail of 7 May 2002.

The position was compounded by the issues which were raised by the Company at the meeting with our client on 13 May 2002, in particular the Company's completely unacceptable threat to our client that, unless he resigned, the Company would implement its disciplinary procedures against our client on grounds which are nothing short of spurious and without foundation.

In the circumstances, we have advised our client that he would have good claims for unfair and wrongful dismissal.

Moreover, our client remains unclear as to what the Company perceives to be his current employment status. Please therefore confirm as a matter of urgency whether our client remains employed by the Company. If not, what was the effective date of termination of his employment and, for the purposes of section 97 of the Employment Rights Act 1996, on what grounds was his employment terminated

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

VS.

NDS GROUP PLC, et al

PLAINTIFF'S EXHIBIT 626

DATE _____ IDEN.

DATE _____ EVID.

BY _____
Deputy Clerk

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EXHIBIT
626
No. SA CV 03-950 C 02-1178
DOC (JTLx)

To:442084768222

From:NI London

Fax:+44 20 7524 5324

For Call at:21-MAY-2002-17:33 Doc:400 Page:002

NabarroNathanson

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NDS Limited
1 London Road
Staines
Middlesex
TW18 4EX
Attention: Abe Peled

21 May 2002

Our ref: HC/KJR

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Moreover, our client remains unclear as to what the Company perceives to be his current employment status. Please therefore confirm as a matter of urgency whether our client remains employed by the Company. If not, what was the effective date of termination of his employment and, for the purposes of section 92 of the Employment Rights Act 1996, on what grounds was his employment terminated?

NDS148191

Regulated by the Law Society. A list of partners is available for inspection at the firm's principal office: Lacon House Theobald's Road London WC1X 8RW. TRA/BAV/120988 v.1

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EXHIBIT
626
No. SA CV 03-950 C 02-1178
DOC (JTLx)

22-MAY-2002-WED 09:38

FROM:NDS C30 OFFICE

FAX:442084768222

PAGE 3

To:442084768222

From:NY London

Fax:+44 020 7524 8528

TO:CALL at:21-MAY-2002-17:33 Rec:400 Page:003

NabarroNathanson

To: NDS Limited
Date: 21 May 2002
Page: 2 of 2

Furthermore, if our client is no longer an employee of the Company, please confirm your proposals to compensate our client for his wrongful and unfair dismissal.

We look forward to hearing from you in relation to all of the points raised in this letter by no later than 5pm on Friday 24 May 2002. In the meantime, our client's rights to take action in this respect are hereby expressly reserved.

Yours faithfully



Nabarro Nathanson
Direct Dial: 020 7524 6856
K.Roberts@nabarro.com

cc Ms Lohat Levin

NDS148192

TRAVEL/2207/13 v1

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