

EXHIBIT E**NON-DISCLOSURE AGREEMENT**

This NON-DISCLOSURE AGREEMENT (the “**Agreement**” is by and between LinkedIn; hereinafter “**Company**”), and the undersigned (hereinafter “**Recipient**”).

WHEREAS, Recipient has requested information from Company in connection with consideration of a possible transaction or relationship between Recipient and Company.

WHEREAS, in the course of consideration of the possible transaction or relationship, the Company may disclose to Recipient confidential, important, and/or proprietary trade secret information concerning the Company and its activities.

THEREFORE, the parties agree to enter into a confidential relationship with respect to the disclosure by Company to Recipient of certain information.

1. **Definitions.** For purposes of this Agreement, “**Confidential Information**” shall include all information or materiel that have or could have commercial value or other utility in the business or prospective-business of Company or its subsidiaries or affiliates. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the Interests of Company or its subsidiaries or affiliates whether or not such information is identified as Confidential Information by Company. By example and without limitation, Confidential Information includes, but is not limited to, any and all information of the following or similar nature, whether or not reduced to writing: Customer lists, customer and supplier identities and characteristics, agreements, marketing knowledge and information, sales figures, pricing information, marketing plans and business plans, strategies, forecasts, financial information, budgets, software, research papers, projections, procedures, routines, quality control and manufacturing procedures, patents, patent applications, processes, formulae, trade secrets, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, know-how, formats, plans, sketches, specifications, drawings, models, and any other information or procedures that are treated as or designated secret or confidential by Company or its customers or potential customers. For purposes of this Agreement, the term “**Recipient**” shall include Recipient, the company he or she represents, and all affiliates, subsidiaries, and related companies of Recipient. For purposes of this Agreement, the term “**Representative**” shall include Recipient’s directors, officers, employees, agents, and financial, legal, and other advisers.

2. **Exclusions.** Confidential Information does not include information that Recipient can demonstrate: (a) was in Recipient’s possession prior to its being furnished to Recipient

under the terms of this Agreement, provided the source of that information was not known by Recipient to be bound by a confidentiality agreement with or other continual. legal or fiduciary obligation of confidentiality to Company; (b) is now, or hereafter becomes, through no act or failure to act on the part of Recipient, generally known to the public; (c) is rightfully obtained by Recipient from a third party, without breach of any obligation to Company; or (d) is independently developed by Recipient Without use of or reference to the Confidential Information.

3. **Confidentiality.** Recipient and its Representatives shall not disclose any of the Confidential Information in any manner whatsoever, except as provided in paragraphs 4 and 5 of this Agreement, and shall hold and maintain the Confidential Information in strictest confidence. Recipient hereby agrees to indemnify Company against any and all losses, damages, claims, expenses, and attorneys’ fees incurred or suffered by Company as a result of a breach of this Agreement by Recipient or its Representatives.

4. **Permitted Disclosures.** Recipient may disclose Company’s Confidential Information to Recipient’s responsible Representatives with a bona fide need to know such Confidential Information, but only to the extent necessary to evaluate or carry out a proposed transaction or relationship with Company and only if such employees are advised of the confidential nature of such Confidential Information and the terms of this Agreement and are bound by a written agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information.

5. **Required Disclosures.** Recipient may disclose Company’s Confidential Information if and to the extent that such disclosure is required by court order, provided that Recipient provides Company a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

6. **Use.** Recipient and its Representatives shall use the Confidential Information solely for the purpose of evaluating a possible transaction or relationship with Company and shall not in any way use the Confidential Information to the detriment of Company. Nothing in this Agreement shall be construed as granting any rights to Recipient, by license or otherwise, to any of Company’s Confidential Information.

7. **Acquisition of Information.** Recipient shall not initiate or maintain contact, except for the contacts made in the ordinary courts of business, with any director, officer, employee or agent of Company regarding its business,

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operations, prospects, or finances, except with the written approval of Company.

8. Non-Solicitation of Company Employees. Recipient shall not, without the prior written approval of Company, hire or enter into a contract with any employee, agent or representative of Company to provide services to Recipient or, directly or indirectly, induce or attempt to induce or otherwise counsel, discuss, advise or encourage any employee, agent or representative of Company to leave or otherwise terminate such Person’s relationship with Company for a period of twelve months following the date hereof.

9. Confidentiality of Negotiations. Recipient and its Representatives shall not make any statement, public announcement, release to any trade publication or the press, or in form any third party of the discussions or negotiations in connection with the possible negotiated transaction or the exchange of Confidential Information related to a possible transaction or relationship with Company. Recipient may make such a disclosure if it has received the written opinion of outside counsel that such disclosure must be made in order to avoid a violation of law and a copy of such opinion has been provided to Company.

10. Return of Documents. If Recipient does not proceed with the possible transaction with Company, Recipient shall notify Company of that decision and shall, at that time or at any time upon the request of Company for any reason, return to Company any and all records, notes, and other written, printed or other tangible materials in its possession pertaining to the Confidential Information immediately on the written request of Company. The returning of materials shall not relieve Recipient from compliance with other terms and conditions of this Agreement.

11. No Additional Agreements. Neither the holding of discussions nor the exchange of material or Information shall be construed as an obligation of Company to enter into any other agreement with Recipient or prohibit Company from providing the same or similar Information to other parties and entering into agreements with other parties. Company reserves the right, in its sole discretion, to reject any and all proposals made by Recipient or its Representatives with regard to a transaction between Recipient and Company and to terminate discussions and negotiations with Recipient at any time. Additional agreements of the parties, if any, shall be in writing signed by Company and Recipient.

12. Irreparable Harm. Recipient understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Company irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Company shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Company shall deem appropriate. Such right of Company is to be in addition to the remedies

otherwise available to Company at law or in equity. Recipient expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by Company.

13. Survival. This Agreement shall continue in full force and effect at all times.

14. Successors and Assigns. This Agreement and each party’s obligations hereunder shall be binding on the representatives, assigns, and successors of such party and shall inure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of Recipient hereunder are not assignable

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties hereby irrevocably consent to the jurisdiction of the state and federal courts located in Los Angeles, California, in any action arising out of or relating to this Agreement, and waive any other venue to which either party might be entitled by domicile or otherwise.

16. Attorney’s Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be awarded its attorneys’ fees and costs incurred.

17. Counterparts and Right. This Agreement may be signed in counterparts, which together shall constitute one agreement. The person signing on behalf of Recipient represents that he or she has the right and power to execute this Agreement.

18. Entire Agreement. This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, ‘whether written or oral, with respect to the subject matter. This Agreement is not, however, to limit any rights that Company may have under trade secret, copyright, patent or other laws that may be available to Company. This Agreement may not be amended or modified except in writing signed by each of the parties to the Agreement. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

Date: 1/25/07

LinkedIn (“**Company**”)

By: _____

Title: _____

Slough Estates USA Inc. (“**Recipient**”)

By: _____

Title: Jonathan Bergschneider

Senior Vice President