

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934  
(Amendment No. \_\_)\*

**The Nasdaq Stock Market, Inc.**  
(Name of Issuer)

**Common Stock (par value \$0.01 per share)**  
(Title of Class of Securities)

**63110318**  
(CUSIP Number)

Magnus Billing, Esq.  
OMX AB  
Tullvaktsvägen 15  
105 78 Stockholm, Sweden  
(46) 8-405-60-00

*Copies to:*  
Christopher E. Austin, Esq.  
Cleary Gottlieb Steen & Hamilton LLP  
One Liberty Plaza  
New York, NY 10006  
(212) 225-2000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**May 25, 2007**  
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7(b) for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  OMX AB	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="radio"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Sweden	
NUMBER OF SHARES  BENEFICIALLY OWNED BY  EACH REPORTING PERSON  WITH	7	SOLE VOTING POWER  0
	8	SHARED VOTING POWER  14,834,919
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  14,834,919	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  10.3%	
14	TYPE OF REPORTING PERSON  CO	

Item 1. Security and Issuer.

This statement on Schedule 13D (this “Statement”) relates to the common stock, par value \$0.01 per share (the “Common Stock”), of The Nasdaq Stock Market, Inc., a Delaware corporation (the “Issuer”). The principal executive offices of the Issuer are located at One Liberty Plaza, New York, NY 10006.

Item 2. Identity and Background.

This Statement is being filed by OMX AB (“OMX” or the “Reporting Person”), a Swedish company. OMX is the parent company of OMX Exchanges Ltd., which operates seven Nordic and Baltic securities exchanges, and OMX Technology AB, which provides integrated technology solutions to over sixty exchange organizations in more than fifty countries. OMX also operates central securities depositories in four of the countries in which OMX operates exchanges. The address of OMX’s principal office is Tullvaktsvägen 15, 105 78 Stockholm, Sweden.

Attached as Schedule A-1 and Schedule A-2 are lists of OMX’s executive officers and directors, respectively.

During the past five years neither the Reporting Person nor, to the best of the Reporting Person’s knowledge, any of its directors or executive officers has been convicted in a criminal proceeding nor has any such person been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amounts of Funds or Other Consideration.

As an inducement for OMX to enter into the Transaction Agreement (as defined and described in Item 4) and in consideration thereof, certain holders of voting securities of the Issuer (the “Securityholders”) entered into three Voting Agreements (as defined and described in Item 4) with OMX. Other than its decision to enter into and be bound by the Transaction Agreement, OMX did not pay any consideration in connection with the execution and delivery of the Voting Agreements.

Item 4. Purpose of Transaction.

On May 25, 2007, OMX and the Issuer entered into a Transaction Agreement (the “Transaction Agreement”). Pursuant to the terms and subject to the conditions set forth in the Transaction Agreement, the Issuer will make a cash and stock tender offer (the “Offer”) to acquire all of OMX’s outstanding shares. The consideration offered in the Offer is equivalent to 0.502 new shares of Common Stock of the Issuer plus SEK94.3 for each OMX share. The board of directors of each of OMX and the Issuer has approved the Transaction Agreement.

On May 25, 2007, OMX entered into three Voting Agreements (the “Voting Agreements”) with the Securityholders. Approval of the Issuer’s shareholders of the issuance of the new shares of Common Stock in connection with the Offer by the required vote under applicable law and NASDAQ exchange rules is a condition to completion of the Offer. OMX’s purpose in entering into the Voting Agreements was to increase the likelihood that such condition will be satisfied.

Pursuant to its Voting Agreement, each Securityholder agreed that, with respect to certain voting securities owned by such Securityholder (the “Securities”), at any Nasdaq stockholders’ meetings or in connection with any written consent of the Nasdaq stockholders in lieu of such meeting, such

Securityholder will: (i) vote its Securities in favor of, or consent to, the issuance of Issuer's shares in connection with the Offer and any other matters contemplated by the Transaction Agreement to be submitted to holders of Common Stock in connection with transactions relating to the Transaction Agreement and (ii) vote its Securities against any and all actions that each Securityholder is advised by OMX would reasonably likely delay, prevent or frustrate the transactions contemplated by the Transaction Agreement or the satisfaction of any of the conditions set forth in the Offer.

Nothing in the Voting Agreements shall, directly or indirectly, operate as a restriction on the ability of a Securityholder to sell, transfer or encumber all or any part of its Securities prior to the termination of the Voting Agreements.

Each Voting Agreement will terminate upon the earlier of (i) the closing of the Offer, (ii) the termination of the Transaction Agreement, (iii) the transfer by the relevant Securityholder of all of its Securities subject to the Voting Agreement and (iv) any material amendment to the terms of the Offer or to the Transaction Agreement that is adverse to the Issuer's securityholders and that is made without such Securityholder's prior written consent.

Voting limitations in the Issuer's Restated Certificate of Incorporation, as amended, generally provide that any person who otherwise would be entitled to exercise voting rights in respect of more than five percent of the then outstanding shares of Common Stock will be unable to exercise voting rights in respect of any shares in excess of five percent of the then outstanding shares of Common Stock (the "Voting Limitations"), subject to approval of an exemption from that prohibition by resolution of the Issuer's board of directors. Under Section 12.5 of the Issuer's By-Laws, such a resolution providing for an exemption must be approved by the Securities and Exchange Commission. OMX has been advised that the Issuer's board of directors has adopted a resolution waiving the Voting Limitations with respect to the transactions contemplated by the Voting Agreements, up to a limit of five percent of the outstanding shares of the Issuer's stock with respect to each Voting Agreement in respect of the matters covered by such Voting Agreement. By their terms, the Voting Agreements will become effective only at such time, if any, as such resolution of the Issuer's board of directors becomes effective upon approval of such resolution by the Securities and Exchange Commission in accordance with Section 12.5 of the Issuer's By-Laws.

In addition, the Voting Agreement by and between Hellman & Friedman Capital Partners IV, L.P., H&F International Partners IV-A, L.P., H&F International Partners IV-B, L.P., H&F Executive Fund IV, L.P. and OMX which is included as Exhibit 99.2 to this Statement (the "H&F Voting Agreement") contains a provision that, notwithstanding anything else in the H&F Voting Agreement, to the extent that, after the date thereof, OMX would, but for the operation of such provision, be deemed to be the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of 25% or more of the Issuer's then outstanding shares of Common Stock, then, immediately prior to the time OMX would otherwise be so deemed, Schedule A of the H&F Voting Agreement will be automatically amended without further action by the parties to the H&F Voting Agreement to remove the minimum number of securities subject to the H&F Voting Agreement necessary such that OMX's beneficial ownership at all times is deemed to be below 25%.

The foregoing description of the Transaction Agreement and the Voting Agreements is qualified in its entirety by reference to the Transaction Agreement and Voting Agreements included as Exhibit 99.1 and 99.2-99.4, respectively, to this Statement.

Item 5. Interest in Securities of the Issuer.

(a) The Restated Certificate of Incorporation, as amended, of the Issuer provides that (i) holders of the Issuer's 3.75% Series A Convertible Notes due 2012 and the Issuer's 3.75% Series B Convertible Notes due 2012 (collectively, the "Notes") shall be entitled to vote, on an as converted basis, on all matters submitted to a vote of the stockholders of the Issuer, voting together with the holders of the Issuer's common stock as one class, and (ii) holders of the Notes shall be deemed stockholders of the Issuer, and the Notes shall be deemed to be shares of stock, solely for purposes of any provision of the General Corporation Law of the State of Delaware or the Issuer's Restated Certificate of Incorporation, as amended, that requires the vote of stockholders as a prerequisite to any corporate action.

The Securities subject to the Voting Agreements are 996,421 shares of the Issuer's Common Stock and Notes convertible into 27,327,111 shares of Common Stock, which together represent approximately 19.7% of the voting rights attributable to the Issuer's outstanding Common Stock and Notes. (This percentage was calculated on the basis of 113,309,370 shares of Common Stock outstanding as of April 12, 2007 and \$445 million principal amount of outstanding Notes (convertible into 30,689,655 shares of Common Stock), in each case as set forth in the Issuer's Definitive Proxy Statement filed with the Securities and Exchange Commission on April 20, 2007.) The voting rights of the Securities subject to the Voting Agreements are limited, however, as described in Item 4.

Based on the foregoing, the Reporting Person may be deemed to have beneficial ownership of 14,834,919 shares of the Issuer's Common Stock, which represents approximately 10.3% of the Issuer's Common Stock, calculated on the basis set forth in the prior paragraph. The Reporting Person is filing this Statement solely because the Reporting Person may be deemed to have beneficial ownership of such shares as a result of the Voting Agreements. Neither the filing of this Statement nor any of its contents shall be deemed to constitute an admission by the Reporting Person that it is the beneficial owner of any of the Common Stock for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended, or for any other purpose, and such beneficial ownership is expressly disclaimed.

To the best of the Reporting Person's knowledge, no person named on Schedule A-1 or A-2 beneficially owns any shares of Common Stock.

(b) The Reporting Person may share (with the relevant Securityholder) the right to vote the 14,834,919 shares referred to in paragraph (a) above.

(c) Except for execution of the Voting Agreements, neither the Reporting Person nor, to the best of the Reporting Person's knowledge, any person named on Schedule A-1 or A-2 has effected any transaction in the Common Stock during the period beginning 60 days prior to May 25, 2007.

(d) The Voting Agreements do not give the Reporting Person (and the Securityholders have retained) the right to receive or power to direct the receipt of dividends from, or the proceeds from the sale of, the shares of Common Stock or Notes that may be beneficially owned by the Reporting Person.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Items 3, 4 and 5 and Exhibits 99.1 and 99.2-99.4 are incorporated herein by reference.

Except as set forth in this Statement, neither the Reporting Person nor, to the best of the Reporting Person's knowledge, any person named on Schedule A-1 or A-2 has any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including but not limited to, transfer or voting of any of the securities of the Issuer, finders' fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies, or a pledge or contingency the occurrence of which would give another person voting or investment power over the securities of the Issuer.

Item 7. Material to be filed as Exhibits.

- 99.1 Transaction Agreement, dated May 25, 2007, between OMX AB and The Nasdaq Stock Market, Inc. filed as Exhibit 10.1 to the Current Report on Form 8-K on May 31, 2007 by The Nasdaq Stock Market, Inc. and herein incorporated by reference.
- 99.2 Securityholder Voting Agreement, dated May 25, 2007, by and between Hellman & Friedman Capital Partners IV, L.P., H&F International Partners IV-A, L.P., H&F International Partners IV-B, L.P., H&F Executive Fund IV, L.P. and OMX AB.
- 99.3 Securityholder Voting Agreement, dated May 25, 2007, by and between Silver Lake Partners TSA, L.P., Silver Lake Investors, L.P., Silver Lake Partners II TSA, L.P., Silver Lake Technology Investors II, L.P. and OMX AB.
- 99.4 Securityholder Voting Agreement, dated May 25, 2007, by and between Robert Greifeld and OMX AB.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: June 4, 2007

OMX AB

By: /s/ Magnus Billing  
Name: Magnus Billing  
Title:

**SCHEDULE A-1****EXECUTIVE OFFICERS OF THE REPORTING PERSON**

The following sets forth the name, business address, present principal occupation and citizenship of each executive officer of the Reporting Person. The business address of the Reporting Person Tullvaktsvägen 15, 105 78 Stockholm, Sweden.

<b>Name</b>	<b>Business Address</b>	<b>Title</b>	<b>Citizenship</b>
Magnus Böcker	Tullvaktsvägen 15 105 78 Stockholm Sweden Stockholm, Sweden.	President and CEO	Sweden
Hans-Ole Jochumsen	Tullvaktsvägen 15 105 78 Stockholm Sweden	President Information Services & News Market	Denmark
Jukka Ruuska	Tullvaktsvägen 15 105 78 Stockholm Sweden	President Nordic Marketplaces	Finland
Kristina Schauman	Tullvaktsvägen 15 105 78 Stockholm Sweden	Chief Financial Officer	Sweden
Markus Gerdien	Tullvaktsvägen 15 105 78 Stockholm Sweden	President Market Technology	Sweden
Bo Svefors	Tullvaktsvägen 15 105 78 Stockholm Sweden	Senior Vice President Marketing & Communications	Sweden



**SCHEDULE A-2**

**DIRECTORS OF THE REPORTING PERSON**

The following sets forth the name, business address, present principal occupation and citizenship of each director of OMX. The business address of the Reporting Person Tullvaktsvägen 15, 105 78 Stockholm, Sweden.

<b>Name</b>	<b>Business Address</b>	<b>Title</b>	<b>Citizenship</b>
Urban Bäckstrom	Tullvaktsvägen 15 105 78 Stockholm Sweden	Chairman	Sweden
Bengt Halse	Tullvaktsvägen 15 105 78 Stockholm Sweden	Board Member	Sweden
Brigitta Kantola	Tullvaktsvägen 15 105 78 Stockholm Sweden	Board Member	Finland
Hans Munk Nielsen	Tullvaktsvägen 15 105 78 Stockholm Sweden	Board Member	Denmark
Markku Pohjola	Tullvaktsvägen 15 105 78 Stockholm Sweden	Board Member	Finland
Lars Wedenborn	Tullvaktsvägen 15 105 78 Stockholm Sweden	Board Member	Sweden

**VOTING AGREEMENT**

THIS VOTING AGREEMENT (this "Agreement") is entered into as of May 25, 2007 by and among the holders of securities of The Nasdaq Stock Market, Inc., a Delaware corporation ("Nasdaq"), listed on Schedule A hereto (collectively, the "Securityholders" and each individually, a "Securityholder"), and OMX AB (publ), a company organized under the laws of Sweden ("OMX"). Capitalized terms used and not otherwise defined herein shall have the respective meanings assigned to them in the Transaction Agreement referred to below.

WHEREAS, as of the date hereof, each Securityholder owns of record and beneficially the number and type of securities of Nasdaq set forth opposite such Securityholder's name on Schedule A (such securities being referred to herein collectively as the "Securities");

WHEREAS, concurrently with the execution of this Agreement, Nasdaq and OMX are entering into a Transaction Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Transaction Agreement"), pursuant to which, upon the terms and subject to the conditions thereof, Nasdaq will make the Offer; and

WHEREAS, as a condition to the willingness of OMX to enter into the Transaction Agreement, OMX has required that the Securityholders enter into, and in order to induce OMX to enter into the Transaction Agreement, the Securityholders are willing to enter into, this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereby agree, severally and not jointly, as follows:

Section 1. Voting of Securities. Each Securityholder covenants and agrees that until the termination of this Agreement in accordance with the terms hereof, at the Nasdaq Shareholders' Meeting or any other meeting of the holders of securities of Nasdaq, however called, and in any action by written consent of the securityholders of Nasdaq, such Securityholder (a) will vote or consent to, or cause to be voted or consented to, all of his, her or its Securities owned at such time to approve the issuance of the Consideration Shares and any other matter contemplated by the Transaction Agreement to be submitted to holders of common stock of Nasdaq in connection with the transactions contemplated by the Transaction Agreement, and (b) will vote all of his, her or its Securities owned at such time against, and not provide consents to, any and all actions that such Securityholders are advised by OMX would reasonably likely delay, prevent or frustrate the transactions contemplated by the Transaction Agreement or this Agreement or the satisfaction of any of the conditions set forth in the Offer.

Section 2. Cooperation.

(a) Each Securityholder will promptly provide any information not subject to confidentiality obligations or attorney-client privilege that is reasonably requested by Nasdaq or OMX for any regulatory application or filing made or approval sought in connection with the transactions contemplated by this Agreement or the Transaction Agreement.

(b) Each Securityholder hereby consents to the publication and disclosure in the Offer Announcement, the Offer Document, the Registration Statement, statements of beneficial ownership filed by OMX (and any other documents or communications provided by OMX or Nasdaq to any governmental entity or to security holders of OMX or Nasdaq) such Securityholder's identity and Beneficial Ownership of the Securities and the nature of such Securityholder's commitments, arrangements and understandings under and relating to this Agreement.

Section 3. Representations and Warranties of the Securityholders. Each Securityholder hereby severally, and not jointly, represents and warrants to OMX as follows:

(a) Ownership of Securities. The Securityholder, as of the date hereof, (i) is the sole owner of record and Beneficial Owner of all of the Securities as set forth opposite his, her or its name on Schedule A hereto and (ii) has sole voting power with respect to all of such Securities and has not entered into any voting agreement or voting trust with respect to any such Securities and has not granted a proxy, a consent or power of attorney with respect to such Securities and, so long as this Agreement is in effect, will not grant any such proxies, consents and powers of attorney with respect to such Securities that are inconsistent with this Agreement other than in connection with the sale or transfer of the Securities.

(b) Power, Binding Agreement. The Securityholder has the requisite power and authority to enter into and perform all of its obligations under this Agreement and no further proceedings or actions on the part of such Securityholder are necessary to authorize the execution, delivery or performance by such Securityholder of this Agreement or the consummation by such Securityholder of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Securityholder and constitutes a valid and binding obligation of the Securityholder, enforceable against the Securityholder in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(c) No Conflicts. The execution and delivery of this Agreement by the Securityholder do not, and the consummation of the transactions contemplated hereby by the Securityholder will not, result in any breach or violation of, require any consent under, be in conflict with or constitute a default (whether with notice of lapse of time or both) under any mortgage, bond, indenture, agreement, instrument, obligation, judgment, order, decree, law or regulation to which the Securityholder is a party or by which the Securityholder (or his, her or its Securities) are bound.

Section 4. Termination. This Agreement shall terminate upon the first to occur of (a) the Closing, (b) any termination of the Transaction Agreement in accordance with the terms thereof, (c) with respect to any Securityholder, the transfer by that Securityholder of all of its Securities and (d) any material amendment to the terms of the Offer or to the Transaction Agreement that is adverse to Nasdaq's securityholders that is made without each Securityholder's prior written consent. Any such termination shall be without prejudice to liabilities arising hereunder before such termination. For the avoidance of doubt, nothing herein

shall, directly or indirectly operate as a restriction on the ability of a Securityholder to sell, transfer or encumber all or any part of its Securities prior to the termination of this Agreement.

Section 5. Specific Performance. The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or in equity.

Section 6. Fiduciary Duties. Each Securityholder is signing this Agreement solely in such Securityholder's capacity as an owner of his, her or its respective Securities, and nothing herein shall prohibit, prevent or preclude the officers, directors, partners or designees of Securityholder from taking or not taking any action in his or her personal capacity or capacity as an officer or director of Nasdaq.

Section 7. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all prior understandings, agreements or representations by or among the parties hereto, written or oral, with respect to the subject matter hereof, and the parties hereto specifically disclaim reliance on any such prior understandings, agreements or representations to the extent not embodied in this Agreement. This Agreement may not be amended, modified or rescinded except by an instrument in writing signed by each of the parties hereto; provided, that OMX may waive compliance by any other party with any representation, agreement or condition otherwise required to be complied with by any such party under this Agreement or release any other party from its obligations under this Agreement, but any such waiver or release shall be effective only if in writing and executed by OMX.

(b) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of New York.

(d) Counterparts and Signature. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties hereto and delivered to the other parties, it being understood that all parties need not sign the same counterpart. This Agreement may be executed and delivered by facsimile transmission.

(e) Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly delivered (i) four Business Days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (ii) one Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service, or (iii) on the date of confirmation of receipt (or the first Business Day following such receipt if the date of such receipt is not a Business Day) of transmission by facsimile, in each case to the intended recipient as set forth below:

(i) if to a Securityholder to the address set forth on the respective signature page of this Agreement; and

(ii) if to OMX to:

OMX AB (publ)  
Tullvaktsvägen 15  
105 78 Stockholm, Sweden  
Attn: Magnus Billing  
Facsimile: +46 8 405 6001

with a copy to:

Cleary Gottlieb Steen & Hamilton LLP  
One Liberty Plaza  
New York, NY 10006  
Attn: Christopher. E. Austin, Esq.  
Telecopy: (212) 225-3999

Any party to this Agreement may give any notice or other communication hereunder using any other means (including personal delivery, messenger service, telex, ordinary mail or electronic mail), but no such notice of other communication shall be deemed to have been duly given unless and until it actually is received by the party for whom it is intended. Any party to this Agreement may change the address to which notices and other communications hereunder are to be delivered by giving the other parties to this Agreement notice in the manner herein set forth.

(f) No Third Party Beneficiaries. This Agreement is not intended, and shall not be deemed, to confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns or to otherwise create any third-party beneficiary hereto.

(g) Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by any of the parties hereto without the prior written consent of the other parties, and any such assignment or delegation without such prior written consent shall be null and void. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and, in the case of OMX, its permitted assigns.

(h) Interpretation. When reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement, unless otherwise indicated. The headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” No summary of this Agreement prepared by the parties shall affect in any way the meaning or interpretation of this Agreement.

(i) Submission to Jurisdiction. Each of the parties to this Agreement (i) consents to submit itself to the personal jurisdiction of any state or federal court sitting in The Borough of Manhattan in any action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, (ii) agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, (iii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (iv) agrees not to bring any action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement in any other court. Each of the parties hereto waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Any party hereto may make service on another party by sending or delivering a copy of the process to the party to be served at the address and in the manner provided for the giving of notices in Section 7(e). Nothing in this Section, however, shall affect the right of any party to serve legal process in any other manner permitted by law.

(j) Effectiveness. This Agreement shall become effective only at such time, if any, as the resolution of Nasdaq’s Board of Directors referred to in the next sentence becomes effective upon approval of such resolution by the Securities and Exchange Commission in accordance with Section 12.5 of Nasdaq’s By-Laws. OMX has been advised that the Nasdaq Board of Directors has adopted a resolution waiving the limitations in Article Fourth Section C.2 of its Restated Certificate of Incorporation with respect to the transactions contemplated by this Agreement. OMX acknowledges that such resolution will not entitle the Securityholders to vote more than five percent of the outstanding shares of stock in respect of the matters referred to in Section 1 of this Agreement.

(k) Maximum Beneficial Ownership. Notwithstanding anything else in this Agreement, to the extent that, after the date hereof, OMX would, but for the operation of this Section, be deemed to be the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of 25% or more of Nasdaq’s then-outstanding shares of common stock, \$0.01 par value, then, immediately prior to the time OMX would otherwise be so deemed, Schedule A hereto shall be automatically amended without further action by the parties to remove the minimum number of Securities necessary such that OMX’s beneficial ownership at all times is deemed to be below 25%.

***[Remainder of Page Intentionally Left Blank.]***

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed individually or by its respective duly authorized officer as of the date first written above.

**OMX AB (publ)**

By: /s/ Kristina Shauman  
Name: Kristina Shauman  
Title:

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**HELLMAN & FRIEDMAN CAPITAL PARTNERS IV, L.P.  
BY: H&F INVESTORS IV, LLC**

By: /s/ Georgia Lee  
Name: Georgia Lee  
Title: Vice President

Address

One Maritime Plaza, 12<sup>th</sup> Floor  
San Francisco, CA 94111

**H&F INTERNATIONAL PARTNERS IV-A, L.P.  
BY: H&F INVESTORS IV, LLC**

By: /s/ Georgia Lee  
Name: Georgia Lee  
Title: Vice President

Address

One Maritime Plaza, 12<sup>th</sup> Floor  
San Francisco, CA 94111

**H&F INTERNATIONAL PARTNERS IV-B, L.P.  
BY: H&F INVESTORS IV, LLC**

By: /s/ Georgia Lee  
Name: Georgia Lee  
Title: Vice President

Address

One Maritime Plaza, 12<sup>th</sup> Floor  
San Francisco, CA 94111





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**H&F EXECUTIVE FUND IV, L.P.**  
**BY: H&F INVESTORS IV, LLC**

By: /s/ Georgia Lee  
Name: Georgia Lee  
Title: Vice President

Address

One Maritime Plaza, 12<sup>th</sup> Floor  
San Francisco, CA 94111



**Schedule A**

<b><u>Securityholder</u></b>	<b><u>Common Stock</u></b>	<b><u>Series A Voting Notes</u></b>	<b><u>Series B Voting Notes</u></b>
Hellman & Friedman Capital Partners IV, L.P.	403,050	\$48,365,842	\$168,411,084
H&F International Partners IV-A, L.P.	66,150	\$7,939,487	\$27,765,197
H&F International Partners IV-B, L.P.	21,850	\$2,618,946	\$9,158,721
H&F Executive Fund IV, L.P.	8,950	\$1,075,725	\$3,761,918

## VOTING AGREEMENT

THIS VOTING AGREEMENT (this "Agreement") is entered into as of May 25, 2007 by and among the holders of securities of The Nasdaq Stock Market, Inc., a Delaware corporation ("Nasdaq"), listed on Schedule A hereto (collectively, the "Securityholders" and each individually, a "Securityholder"), and OMX AB (publ), a company organized under the laws of Sweden ("OMX"). Capitalized terms used and not otherwise defined herein shall have the respective meanings assigned to them in the Transaction Agreement referred to below.

WHEREAS, as of the date hereof, each Securityholder owns of record and beneficially the number and type of securities of Nasdaq set forth opposite such Securityholder's name on Schedule A (such securities being referred to herein collectively as the "Securities");

WHEREAS, concurrently with the execution of this Agreement, Nasdaq and OMX are entering into a Transaction Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Transaction Agreement"), pursuant to which, upon the terms and subject to the conditions thereof, Nasdaq will make the Offer; and

WHEREAS, as a condition to the willingness of OMX to enter into the Transaction Agreement, OMX has required that the Securityholders enter into, and in order to induce OMX to enter into the Transaction Agreement, the Securityholders are willing to enter into, this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereby agree, severally and not jointly, as follows:

Section 1. Voting of Securities. Each Securityholder covenants and agrees that until the termination of this Agreement in accordance with the terms hereof, at the Nasdaq Shareholders' Meeting or any other meeting of the holders of securities of Nasdaq, however called, and in any action by written consent of the securityholders of Nasdaq, such Securityholder (a) will vote or consent to, or cause to be voted or consented to, all of his, her or its Securities owned at such time to approve the issuance of the Consideration Shares and any other matter contemplated by the Transaction Agreement to be submitted to holders of common stock of Nasdaq in connection with the transactions contemplated by the Transaction Agreement, and (b) will vote all of his, her or its Securities owned at such time against, and not provide consents to, any and all actions that such Securityholders are advised by OMX would reasonably likely delay, prevent or frustrate the transactions contemplated by the Transaction Agreement or this Agreement or the satisfaction of any of the conditions set forth in the Offer.

Section 2. Cooperation.

(a) Each Securityholder will promptly provide any information not subject to confidentiality obligations or attorney-client privilege that is reasonably requested by Nasdaq or OMX for any regulatory application or filing made or approval sought in connection with the transactions contemplated by this Agreement or the Transaction Agreement.

(b) Each Securityholder hereby consents to the publication and disclosure in the Offer Announcement, the Offer Document, the Registration Statement, statements of beneficial ownership filed by OMX (and any other documents or communications provided by OMX or Nasdaq to any governmental entity or to security holders of OMX or Nasdaq) such Securityholder's identity and Beneficial Ownership of the Securities and the nature of such Securityholder's commitments, arrangements and understandings under and relating to this Agreement.

Section 3. Representations and Warranties of the Securityholders. Each Securityholder hereby severally, and not jointly, represents and warrants to OMX as follows:

(a) Ownership of Securities. The Securityholder, as of the date hereof, (i) is the sole owner of record and Beneficial Owner of all of the Securities as set forth opposite his, her or its name on Schedule A hereto and (ii) has sole voting power with respect to all of such Securities and has not entered into any voting agreement or voting trust with respect to any such Securities and has not granted a proxy, a consent or power of attorney with respect to such Securities and, so long as this Agreement is in effect, will not grant any such proxies, consents and powers of attorney with respect to such Securities that are inconsistent with this Agreement other than in connection with the sale or transfer of the Securities.

(b) Power, Binding Agreement. The Securityholder has the requisite power and authority to enter into and perform all of its obligations under this Agreement and no further proceedings or actions on the part of such Securityholder are necessary to authorize the execution, delivery or performance by such Securityholder of this Agreement or the consummation by such Securityholder of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Securityholder and constitutes a valid and binding obligation of the Securityholder, enforceable against the Securityholder in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(c) No Conflicts. The execution and delivery of this Agreement by the Securityholder do not, and the consummation of the transactions contemplated hereby by the Securityholder will not, result in any breach or violation of, require any consent under, be in conflict with or constitute a default (whether with notice of lapse of time or both) under any mortgage, bond, indenture, agreement, instrument, obligation, judgment, order, decree, law or regulation to which the Securityholder is a party or by which the Securityholder (or his, her or its Securities) are bound.

Section 4. Termination. This Agreement shall terminate upon the first to occur of (a) the Closing, (b) any termination of the Transaction Agreement in accordance with the terms thereof, (c) with respect to any Securityholder, the transfer by that Securityholder of all of its Securities and (d) any material amendment to the terms of the Offer or to the Transaction Agreement that is adverse to Nasdaq's securityholders that is made without each Securityholder's prior written consent. Any such termination shall be without prejudice to liabilities arising hereunder before such termination. For the avoidance of doubt, nothing herein

shall, directly or indirectly operate as a restriction on the ability of a Securityholder to sell, transfer or encumber all or any part of its Securities prior to the termination of this Agreement.

Section 5. Specific Performance. The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or in equity.

Section 6. Fiduciary Duties. Each Securityholder is signing this Agreement solely in such Securityholder's capacity as an owner of his, her or its respective Securities, and nothing herein shall prohibit, prevent or preclude the officers, directors, partners or designees of Securityholder from taking or not taking any action in his or her personal capacity or capacity as an officer or director of Nasdaq.

Section 7. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all prior understandings, agreements or representations by or among the parties hereto, written or oral, with respect to the subject matter hereof, and the parties hereto specifically disclaim reliance on any such prior understandings, agreements or representations to the extent not embodied in this Agreement. This Agreement may not be amended, modified or rescinded except by an instrument in writing signed by each of the parties hereto; provided, that OMX may waive compliance by any other party with any representation, agreement or condition otherwise required to be complied with by any such party under this Agreement or release any other party from its obligations under this Agreement, but any such waiver or release shall be effective only if in writing and executed by OMX.

(b) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of New York.

(d) Counterparts and Signature. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties hereto and delivered to the other parties, it being understood that all parties need not sign the same counterpart. This Agreement may be executed and delivered by facsimile transmission.

(e) Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly delivered (i) four Business Days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (ii) one Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service, or (iii) on the date of confirmation of receipt (or the first Business Day following such receipt if the date of such receipt is not a Business Day) of transmission by facsimile, in each case to the intended recipient as set forth below:

(i) if to a Securityholder to the address set forth on the respective signature page of this Agreement; and

(ii) if to OMX to:

OMX AB (publ)  
Tullvaktsvägen 15  
105 78 Stockholm, Sweden  
Attn: Magnus Billing  
Facsimile: +46 8 405 6001

with a copy to:

Cleary Gottlieb Steen & Hamilton LLP  
One Liberty Plaza  
New York, NY 10006  
Attn: Christopher. E. Austin, Esq.  
Telecopy: (212) 225-3999

Any party to this Agreement may give any notice or other communication hereunder using any other means (including personal delivery, messenger service, telex, ordinary mail or electronic mail), but no such notice of other communication shall be deemed to have been duly given unless and until it actually is received by the party for whom it is intended. Any party to this Agreement may change the address to which notices and other communications hereunder are to be delivered by giving the other parties to this Agreement notice in the manner herein set forth.

(f) No Third Party Beneficiaries. This Agreement is not intended, and shall not be deemed, to confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns or to otherwise create any third-party beneficiary hereto.



(g) Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by any of the parties hereto without the prior written consent of the other parties, and any such assignment or delegation without such prior written consent shall be null and void. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and, in the case of OMX, its permitted assigns.

(h) Interpretation. When reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement, unless otherwise indicated. The headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” No summary of this Agreement prepared by the parties shall affect in any way the meaning or interpretation of this Agreement.

(i) Submission to Jurisdiction. Each of the parties to this Agreement (i) consents to submit itself to the personal jurisdiction of any state or federal court sitting in The Borough of Manhattan in any action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, (ii) agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, (iii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (iv) agrees not to bring any action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement in any other court. Each of the parties hereto waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Any party hereto may make service on another party by sending or delivering a copy of the process to the party to be served at the address and in the manner provided for the giving of notices in Section 7(e). Nothing in this Section, however, shall affect the right of any party to serve legal process in any other manner permitted by law.

(j) Effectiveness. This Agreement shall become effective only at such time, if any, as the resolution of Nasdaq’s Board of Directors referred to in the next sentence becomes effective upon approval of such resolution by the Securities and Exchange Commission in accordance with Section 12.5 of Nasdaq’s By-Laws. OMX has been advised that the Nasdaq Board of Directors has adopted a resolution waiving the limitations in Article Fourth Section C.2 of its Restated Certificate of Incorporation with respect to the transactions contemplated by this Agreement. OMX acknowledges that such resolution will not entitle the Securityholders to vote more than five percent of the outstanding shares of stock in respect of the matters referred to in Section 1 of this Agreement.

*[Remainder of Page Intentionally Left Blank.]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed individually or by its respective duly authorized officer as of the date first written above.

**OMX AB (publ)**

By: /s/ Kristina Shauman

Name: Kristina Shauman

Title:

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**SILVER LAKE PARTNERS TSA, L.P.**

By: Silver Lake Technology Associates, L.L.C., its general partner

By: /s/ Glenn H. Hutchins  
Name: Glenn H. Hutchins  
Title: Managing Director

Address:  
2775 Sand Hill Road, Suite 100  
Menlo Park, California 94025  
Attn: Karen M. King, General Counsel

**SILVER LAKE INVESTORS, L.P.**

By: Silver Lake Technology Associates, L.L.C., its general partner

By: /s/ Glenn H. Hutchins  
Name: Glenn H. Hutchins  
Title: Managing Director

Address:  
2775 Sand Hill Road, Suite 100  
Menlo Park, California 94025  
Attn: Karen M. King, General Counsel

**SILVER LAKE PARTNERS II TSA, L.P.**

By: Silver Lake Technology Associates, L.L.C., its general partner

By: /s/ Glenn H. Hutchins  
Name: Glenn H. Hutchins  
Title: Managing Director

Address:  
2775 Sand Hill Road, Suite 100  
Menlo Park, California 94025  
Attn: Karen M. King, General Counsel

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**SILVER LAKE TECHNOLOGY INVESTORS II, L.P.**

By: Silver Lake Technology Associates, L.L.C., its general partner

By: /s/ Glenn H. Hutchins

Name: Glenn H. Hutchins

Title: Managing Director

Address:

2775 Sand Hill Road, Suite 100

Menlo Park, California 94025

Attn: Karen M. King, General Counsel

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## Schedule A

<u>Securityholder</u>	<u>Common Stock</u>	<u>Series A Voting Notes</u>	<u>Series B Voting Notes</u>
Silver Lake Partners TSA, L.P.		\$18,680,573	
Silver Lake Investors, L.P.		\$525,811	
Silver Lake Partners II TSA, L.P.		\$107,789,573	
Silver Lake Technology Investors II, L.P.		\$150,239	

## VOTING AGREEMENT

THIS VOTING AGREEMENT (this "Agreement") is entered into as of May 25, 2007 by and between Robert Greifeld (the "Securityholder"), a holder of securities of The Nasdaq Stock Market, Inc., a Delaware corporation ("Nasdaq"), listed on Schedule A hereto, and OMX AB (publ), a company organized under the laws of Sweden ("OMX"). Capitalized terms used and not otherwise defined herein shall have the respective meanings assigned to them in the Transaction Agreement referred to below.

WHEREAS, as of the date hereof, the Securityholder owns of record and beneficially the number and type of securities of Nasdaq set forth opposite the Securityholder's name on Schedule A (such securities being referred to herein collectively as the "Securities");

WHEREAS, concurrently with the execution of this Agreement, Nasdaq and OMX are entering into a Transaction Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Transaction Agreement"), pursuant to which, upon the terms and subject to the conditions thereof, Nasdaq will make the Offer; and

WHEREAS, as a condition to the willingness of OMX to enter into the Transaction Agreement, OMX has required that the Securityholder enter into, and in order to induce OMX to enter into the Transaction Agreement, the Securityholder is willing to enter into, this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereby agree, severally and not jointly, as follows:

Section 1. Voting of Securities. The Securityholder covenants and agrees that until the termination of this Agreement in accordance with the terms hereof, at the Nasdaq Shareholders' Meeting or any other meeting of the holders of securities of Nasdaq, however called, and in any action by written consent of the securityholders of Nasdaq, the Securityholder (a) will vote or consent to, or cause to be voted or consented to, all of his Securities owned at such time to approve the issuance of the Consideration Shares and any other matter contemplated by the Transaction Agreement to be submitted to holders of common stock of Nasdaq in connection with the transactions contemplated by the Transaction Agreement, and (b) will vote all of his Securities owned at such time against, and not provide consents to, any and all actions that the Securityholder is advised by OMX would reasonably likely delay, prevent or frustrate the transactions contemplated by the Transaction Agreement or this Agreement or the satisfaction of any of the conditions set forth in the Offer.

Section 2. Cooperation.

(a) The Securityholder will promptly provide any information not subject to confidentiality obligations or attorney-client privilege that is reasonably requested by Nasdaq or OMX for any regulatory application or filing made or approval sought in connection with the transactions contemplated by this Agreement or the Transaction Agreement.

(b) The Securityholder hereby consents to the publication and disclosure in the Offer Announcement, the Offer Document, the Registration Statement, statements of beneficial ownership filed by OMX (and any other documents or communications provided by OMX or Nasdaq to any governmental entity or to security holders of OMX or Nasdaq) the Securityholder's identity and Beneficial Ownership of the Securities and the nature of the Securityholder's commitments, arrangements and understandings under and relating to this Agreement.

Section 3. Representations and Warranties of the Securityholder. The Securityholder hereby represents and warrants to OMX as follows:

(a) Ownership of Securities. The Securityholder, as of the date hereof, (i) is the sole owner of record and Beneficial Owner of all of the Securities as set forth opposite his name on Schedule A hereto and (ii) has sole voting power with respect to all of such Securities and has not entered into any voting agreement or voting trust with respect to any such Securities and has not granted a proxy, a consent or power of attorney with respect to such Securities and, so long as this Agreement is in effect, will not grant any such proxies, consents and powers of attorney with respect to such Securities that are inconsistent with this Agreement other than in connection with the sale or transfer of the Securities.

(b) Power, Binding Agreement. The Securityholder has the requisite power and authority to enter into and perform all of his obligations under this Agreement and no further proceedings or actions on the part of the Securityholder are necessary to authorize the execution, delivery or performance by the Securityholder of this Agreement or the consummation by the Securityholder of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Securityholder and constitutes a valid and binding obligation of the Securityholder, enforceable against the Securityholder in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(c) No Conflicts. The execution and delivery of this Agreement by the Securityholder do not, and the consummation of the transactions contemplated hereby by the Securityholder will not, result in any breach or violation of, require any consent under, be in conflict with or constitute a default (whether with notice of lapse of time or both) under any mortgage, bond, indenture, agreement, instrument, obligation, judgment, order, decree, law or regulation to which the Securityholder is a party or by which the Securityholder (or his Securities) are bound.

Section 4. Termination. This Agreement shall terminate upon the first to occur of (a) the Closing, (b) any termination of the Transaction Agreement in accordance with the terms thereof, (c) with respect to the Securityholder, the transfer by the Securityholder of all of his Securities and (d) any material amendment to the terms of the Offer or to the Transaction Agreement that is adverse to Nasdaq's securityholders that is made without the Securityholder's prior written consent. Any such termination shall be without prejudice to liabilities arising hereunder before such termination. For the avoidance of doubt, nothing herein shall, directly or



indirectly operate as a restriction on the ability of the Securityholder to sell, transfer or encumber all or any part of his Securities prior to the termination of this Agreement.

Section 5. Specific Performance. The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or in equity.

Section 6. Fiduciary Duties. The Securityholder is signing this Agreement solely in the Securityholder's capacity as an owner of his respective Securities, and nothing herein shall prohibit, prevent or preclude the officers, directors, partners or designees of the Securityholder from taking or not taking any action in his personal capacity or capacity as an officer or director of Nasdaq.

Section 7. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all prior understandings, agreements or representations by or among the parties hereto, written or oral, with respect to the subject matter hereof, and the parties hereto specifically disclaim reliance on any such prior understandings, agreements or representations to the extent not embodied in this Agreement. This Agreement may not be amended, modified or rescinded except by an instrument in writing signed by each of the parties hereto; provided, that OMX may waive compliance by any other party with any representation, agreement or condition otherwise required to be complied with by any such party under this Agreement or release any other party from its obligations under this Agreement, but any such waiver or release shall be effective only if in writing and executed by OMX.

(b) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of New York.

(d) Counterparts and Signature. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties hereto and delivered to the other parties, it being understood that all parties need not sign the same counterpart. This Agreement may be executed and delivered by facsimile transmission.

(e) Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly delivered (i) four Business Days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (ii) one Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service, or (iii) on the date of confirmation of receipt (or the first Business Day following such receipt if the date of such receipt is not a Business Day) of transmission by facsimile, in each case to the intended recipient as set forth below:

(i) if to the Securityholder to the address set forth on the respective signature page of this Agreement; and

(ii) if to OMX to:

OMX AB (publ)  
Tullvaktsvägen 15  
105 78 Stockholm, Sweden  
Attn: Magnus Billing  
Facsimile: +46 8 405 6001

with a copy to:

Cleary Gottlieb Steen & Hamilton LLP  
One Liberty Plaza  
New York, NY 10006  
Attn: Christopher. E. Austin, Esq.  
Telecopy: (212) 225-3999

Any party to this Agreement may give any notice or other communication hereunder using any other means (including personal delivery, messenger service, telex, ordinary mail or electronic mail), but no such notice of other communication shall be deemed to have been duly given unless and until it actually is received by the party for whom it is intended. Any party to this Agreement may change the address to which notices and other communications hereunder are to be delivered by giving the other parties to this Agreement notice in the manner herein set forth.

(f) No Third Party Beneficiaries. This Agreement is not intended, and shall not be deemed, to confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns or to otherwise create any third-party beneficiary hereto.

(g) Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by any of the parties hereto without the prior written consent of the other parties, and any such assignment or delegation without such prior written consent shall be null and void. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and, in the case of OMX, its permitted assigns.

(h) Interpretation. When reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement, unless otherwise indicated. The headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” No summary of this Agreement prepared by the parties shall affect in any way the meaning or interpretation of this Agreement.

(i) Submission to Jurisdiction. Each of the parties to this Agreement (i) consents to submit itself to the personal jurisdiction of any state or federal court sitting in The Borough of Manhattan in any action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, (ii) agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, (iii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (iv) agrees not to bring any action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement in any other court. Each of the parties hereto waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Any party hereto may make service on another party by sending or delivering a copy of the process to the party to be served at the address and in the manner provided for the giving of notices in Section 7(e). Nothing in this Section, however, shall affect the right of any party to serve legal process in any other manner permitted by law.

(j) Effectiveness. This Agreement shall become effective only at such time, if any, as the resolution of Nasdaq’s Board of Directors referred to in the next sentence becomes effective upon approval of such resolution by the Securities and Exchange Commission in accordance with Section 12.5 of Nasdaq’s By-Laws. OMX has been advised that the Nasdaq Board of Directors has adopted a resolution waiving the limitations in Article Fourth Section C.2 of its Restated Certificate of Incorporation with respect to the transactions contemplated by this Agreement. OMX acknowledges that such resolution will not entitle the Securityholder to vote more than five percent of the outstanding shares of stock in respect of the matters referred to in Section 1 of this Agreement.

*[Remainder of Page Intentionally Left Blank.]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed individually or by its respective duly authorized officer as of the date first written above.

**OMX AB (publ)**

By: /s/ Kristina Shauman

Name: Kristina Shauman

Title:

---

/s/ Robert Greifeld  
Robert Greifeld

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Schedule A

<u>Securityholder</u>	<u>Common Stock</u>	<u>Series A Voting Notes</u>	<u>Series B Voting Notes</u>
Robert Greifeld	496,421		