From Investor AB (publ) 26 September 2007

To Borse Dubai Limited

Dear Sirs

Agreement in relation to the Public Takeover Bid by Borse Dubai Limited ("Borse Dubai") regarding OMX AB (publ) ("OMX") and the subsequent combination of The NASDAQ Stock Market, Inc. ("NASDAQ") and OMX.

On 25 May 2007 NASDAQ and OMX jointly announced that the companies had entered into a transaction agreement (the **"Transaction Agreement"**) for a combination of the companies, by way of NASDAQ launching a public offer for all the outstanding shares of OMX, Appendix 1 (the "**NASDAQ Offer**"). On 17 August 2007, Borse Dubai announced a competing offer, through its wholly-owned subsidiary BD Stockholm AB, for all the outstanding shares of OMX, Appendix 2 (the "**Borse Dubai Offer**"). The NASDAQ Offer and the Borse Dubai Offer are hereafter jointly referred to as the "**Offers**".

On 20 September 2007, NASDAQ and Borse Dubai entered into a binding term sheet (as may be amended or replaced by definitive agreements between NASDAQ and Borse Dubai, the "**Term Sheet**") setting out the basic terms under which NASDAQ and Borse Dubai agreed, among other things, that: (i) upon successful completion of the Borse Dubai Offer, NASDAQ shall acquire all of the shares of OMX owned by Borse Dubai and its subsidiaries; (ii) Borse Dubai shall become the owner of shares representing 19.9% of the outstanding shares of NASDAQ on a fully diluted basis (the "**NASDAQ Shares**"); (iii) a trust with an independent trustee and Borse Dubai as the beneficiary shall become the owner of certain additional shares of NASDAQ; and (iv) NASDAQ shall become a strategic investor in Dubai International Financial Exchange Limited ("**DIFX**") (the "**DIFX Transaction**"), ((i) - (iv) together the "**Global Stock Exchange Transactions**").

As part of the Global Stock Exchange Transactions, NASDAQ and Borse Dubai have agreed that the Offers shall remain in place but may not yet be opened for acceptances, except that the Borse Dubai Offer shall open for acceptances immediately following the fulfilment of certain conditions as set out in the Joint Press Announcement (as defined below), including receipt of all necessary governmental approvals, consideration by the U.S. Government and NASDAQ shareholder approval. The transaction structure is described in more detail in the joint press announcement which was made by NASDAQ and Borse Dubai on 20 September 2007 (the "**Joint Press Announcement**").

Following the Joint Press Announcement, NASDAQ and Borse Dubai have discussed the transaction described therein with Investor AB (publ), (the "**Selling Shareholder**") with the view to reaching an agreement on the Selling Shareholder tendering its shares in OMX in the Borse Dubai Offer. The Selling Shareholder has agreed to tender its shares in the Borse Dubai Offer on the conditions set out below.

References in this "Agreement" to the Borse Dubai Offer being terminated or withdrawn refer to the occurrence of the "Termination Date" as provided in the Joint Press Announcement (as may be extended by NASDAQ and Borse Dubai, the "**Undertaking Termination Date**").

1 Undertakings

1.1 The Selling Shareholder, owning the number of shares in OMX set out in Part A of Schedule 1, hereby irrevocably undertakes, subject to the conditions set out herein, to (i) tender all of the shares currently owned by the Selling Shareholder (the "**Selling Shareholder Shares**") into, and in accordance with, the Borse Dubai Offer, subject to having the benefit of any improvement of the Borse Dubai Offer granted to other OMX shareholders, immediately prior to, but conditional upon, the Borse Dubai Offer being declared unconditional (ii) deliver (or procure the delivery of), as evidence of such acceptance, a duly completed form of acceptance in accordance with the instructions for the Borse Dubai Offer (the "**Undertaking**").

1.2 Subject to the terms set out herein, the Undertaking shall be irrevocable even if the Borse Dubai Offer gives accepting shareholders the right to withdraw acceptances (for the avoidance of doubt, such right to withdraw shall not apply to, and in any case is waived by, the Selling Shareholder).

1.3 The Undertaking shall be subject to the satisfaction of each of the following conditions:

1.3.1 Borse Dubai no later than one business day after the date of this Agreement increasing and maintaining the cash offer price in the Borse Dubai Offer to no less than SEK 265 per OMX share;

1.3.2 Borse Dubai no later than one business day after the date of this Agreement reducing the acceptance level condition under the Borse Dubai Offer from more than 90% of the outstanding shares such that the Borse Dubai Offer will be conditional upon Borse Dubai becoming the owner of more than 50% of the outstanding shares of OMX (when determining if the "more than-50%" threshold under the Borse Dubai Offer has been met or not, any OMX shares currently held by Borse Dubai or any of its subsidiaries and any shares that may be acquired by Borse Dubai or any of its subsidiaries under the option agreements shall be taken into account); and

1.3.3 the Borse Dubai Offer opening for acceptances no later than 15 February 2008.

1.4 The Undertaking shall be conditional upon Borse Dubai complying from the date of this Agreement in all material respects with the provisions of the OMX Nordic Exchange Stockholm's Takeover Rules in respect of the Borse Dubai Offer.

1.5 The Undertaking shall terminate automatically and be of no further force or effect if (i) the acceptance level condition is reduced by Borse Dubai to a level which is lower than the level stated in clause 1.3.2 or (ii) if any not insignificant element of the condition in section 7(ii) of the Borse Dubai Offer is amended or waived, in either case without the prior written consent of the Selling Shareholder.

1.6 The Undertaking shall automatically terminate upon the termination or withdrawal of the Borse Dubai Offer and in any event no later than 11:59 p.m. New York time on 1 April 2008.

1.7 If the Borse Dubai Offer is terminated or withdrawn, the Selling Shareholder shall have no claim against Borse Dubai or NASDAQ (except claims for the reversion of tendered Selling Shareholder Shares against the reversion of any portion of the consideration that may have been paid).

1.8 Except pursuant to the Undertaking, the Selling Shareholder agrees not to dispose of, pledge or otherwise encumber or grant any option over or otherwise deal with any of the Selling Shareholder Shares or any interests therein for as long as the Undertaking is in force (it being understood that the Undertaking shall be deemed in force until it becomes clear that any of the conditions set forth herein is not, has not been and cannot be satisfied). In addition, the Selling Shareholder represents and warrants that the Selling Shareholder Shares are not subject to any pledge, encumbrance, option or other right or interest which, in each case, could adversely affect the Selling Shareholder's ability to comply with the Undertaking.

1.9 Borse Dubai shall use all reasonable endeavours to ensure the satisfaction of the conditions of the Borse Dubai Offer, provided that this shall not give rise to an obligation to assume material expenditure to achieve the same or require Borse Dubai to take such action which would be likely to have such a detrimental effect on the current or future development of its business that it would be unreasonable to expect that party to take it.

1.10 NASDAQ shall use all reasonable endeavours to ensure the consummation of the transactions set out in the Joint Press Announcement, provided that this shall not give rise to an obligation to assume material expenditure to achieve the same or require NASDAQ to take such action which would be likely to have such a detrimental effect on the current or future development of its business that it would be unreasonable to expect that party to take it.

1.11 If the Selling Shareholder has tendered shares in OMX in the Borse Dubai Offer and the Borse Dubai Offer is consummated, Borse Dubai shall not directly or indirectly, save for any securities which Borse Dubai may need to pledge under the facility agreement financing the Borse Dubai Offer, offer, contract to sell, sell, transfer, or grant any option, right or contract to purchase or otherwise dispose of any of the shares in OMX tendered in the Borse Dubai Offer (other than to NASDAQ in accordance with the Joint Press Announcement provided that NASDAQ has made a similar undertaking as set out in this clause 1.11) within a period of eighteen months after consummation of the Borse Dubai Offer; provided, however, that Borse Dubai may, after the nine-month anniversary of the consummation of the Borse Dubai Offer, sell the shares at a price which is less than the final price paid in the Borse Dubai Offer. Borse Dubai undertakes not to sell or transfer or otherwise dispose of any of the OMX shares currently held by Borse Dubai or any of its subsidiaries or any OMX shares that may be acquired by Borse Dubai or any of its subsidiaries under the option agreements, until the first day of settlement in the Borse Dubai Offer or until the Borse Dubai Offer has lapsed or been withdrawn or the Undertaking has terminated.

2 Assistance with the Borse Dubai Offer; Non-Frustration and Non-Disclosure

2.1 The Selling Shareholder agrees that it shall not take or allow to be taken any action or make or allow to be made any statements that could prejudice or frustrate the Borse Dubai Offer, including, for the avoidance of doubt, directly or indirectly intentionally solicit proposals or offers from third parties for the acquisition of all shares in or assets of OMX.

It is understood that the Selling Shareholder's Undertaking is not applicable to nor will bind any of the individual board members of OMX board acting in such capacity.

2.2 The parties accept that:

2.2.1 the undertakings herein will be made public in a press release, Appendix 3, and in the offer document relating to the Borse Dubai Offer and other necessary press announcements and filing documents; and

2.2.2 this Agreement may be disclosed in full by each of the parties following the press announcement in Section 2.2.1 above in order to provide the market with relevant information.

3 Competing offer

The Undertaking and agreements herein shall not apply in the event that prior to the Borse Dubai Offer being declared unconditional, a bona fide unsolicited third party public offer is made for the all shares in OMX which corresponds to an offer value in SEK equal to or exceeding SEK 303 per OMX share ("**Competing Offer**"), irrespective if the Competing Offer is a cash offer, an exchange offer or combination thereof. If the consideration of the Competing Offer consists (wholly or partly) of listed securities, the offer value shall be calculated based on the volume weighted average price on the market place where such instruments are primary listed during the two trading days prior to the announcement of the Competing Offer and if the currency of the consideration of such Competing Offer is not SEK, the currency conversion shall be calculated based on the third-party-offer-consideration-currency/SEK exchange rate on the day immediately preceding the date the Competing Offer was publicly announced, as derived from the European Central Bank daily foreign exchange reference rate at close of business.

If a Competing Offer is publicly announced, Borse Dubai shall be entitled to match such Competing Offer within 15 banking days of such Competing Offer being publicly announced ("**Matching Period**"). If Borse Dubai intends to match the Competing Offer, Borse Dubai must ensure, if necessary by extending the acceptance period under the Borse Dubai Offer, that the Borse Dubai Offer remains open for at least five banking days following the expiry of the Matching Period. If Borse Dubai matches the Competing Offer within such period, the Undertaking and agreements herein shall continue to apply between the parties.

4 Severability

If any part of this Agreement should be held invalid or unenforceable, the parties shall agree upon any necessary and reasonable adjustment of this Agreement in order to secure the vital interests of the parties and to reflect the main objectives of the parties at the time of the execution of this Agreement.

5 Assignment

This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Except as set forth below, neither this Undertaking nor the obligations of any party hereunder shall be assignable or transferable by such party without the prior written consent of the other parties hereto; provided, however, that (i) the Selling Shareholder agrees that Borse Dubai shall have the right to assign its rights and obligations pursuant to this Undertaking to NASDAQ in accordance with Borse Dubai's obligations pursuant to the Term Sheet and (ii) upon such assignment, all obligations of the Selling Shareholder with respect to Borse Dubai and the Borse Dubai Offer, shall become

obligations with respect to NASDAQ and the NASDAQ Offer upon the NASDAQ Offer being amended to comply with all of the terms and conditions with respect to the Borse Dubai Offer and this Agreement and references herein to Borse Dubai and the Borse Dubai Offer shall following such assignment be deemed to be references to NASDAQ and the NASDAQ Offer, as appropriate, and, upon such assignment, Borse Dubai shall have no claims on the Selling Shareholder and the Selling Shareholder shall have no claims on Borse Dubai, save for any claims for a possible breach of this Agreement pertaining the period prior to the assignment.

6 Disputes

6.1 The undertakings and agreements in this Agreement shall be construed in accordance with and governed by the laws of Sweden.

6.2 Any dispute, controversy or claim arising out of or in connection with these undertakings and agreements, or the breach, termination or invalidity of this Agreement or any part of this Agreement shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce in Stockholm. The language of the arbitration procedure shall be English.

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