EXHIBIT C

AGREEMENT FOR RECEIPT AND USE
OF MARKET DATA; ADDITIONAL PROVISIONS

21.   THIRD-PARTY PAYMENT

(a)   SUBSTITUTED PAYOR – Customer has requested NYSE to permit a third party (a "Payor") to assume full responsibility for payment of the applicable amounts that this Agreement requires Customer to pay NYSE. For that purpose, Customer may arrange to have a Payor satisfactory to NYSE undertake to assume Customer's payment obligations under Paragraph 10 of this Agreement (the "Undertaking"). The Undertaking shall take the form attached to this Exhibit C. Upon receipt of such an Undertaking acceptable to NYSE, NYSE waives any Customer payment obligations under Paragraph 10. Customer shall remain bound by all other terms and conditions of this Agreement, including the non-payment provisions of Paragraph 10.

(b)   TERMINATION OF ARRANGEMENT – If Payor terminates the Undertaking, or if NYSE determines to terminate the Undertaking, whether because Payor failed to comply with the Undertaking to NYSE's satisfaction or for any other reason, NYSE shall so notify Customer. Customer shall then elect within seven days either to terminate this Agreement pursuant to Paragraph 17 or to assume the Paragraph 10 payment obligations.

(c)   Section 28(e) – Customer acknowledges and understands that NYSE makes no representation or warranty concerning (i) paragraph (e) of section 28 of the 1934 Act and (ii) the operation of this Agreement in relation to said paragraph.

ACCEPTED AND AGREED:

CUSTOMER   NEW YORK STOCK EXCHANGE LLC
                                                                      acting in the capacities that
_____   Paragraph 12 of the Agreement
    (Name of Customer)   describes

By: _____   By:_____
    Name: Name:
    Title: Title:
    Date: Date:

(Date)

New York Stock Exchange LLC
11 Wall Street – 15th Floor
New York, New York 10005

Dear :

      (Name of Payor) ("Payor") understands that (Customer Name) ("Customer") has entered into an "Agreement for Receipt and Use of Market Data" (the "Agreement") with the New York Stock Exchange LLC ("NYSE"). Payor is familiar with the terms and conditions of the Agreement. (Terms defined in the Agreement have the same meaning in this letter.) In consideration of Payor's business relationship with Customer, it hereby undertakes to pay all amounts that Paragraph 10 of the Agreement otherwise requires Customer to pay, including general charges, charges for unauthorized installations, applicable administrative fees, interest on unpaid amounts and retroactive charges payable at professional rates, all as described in Paragraph 10. Payor shall pay in the manner that the Agreement prescribes.

      Payor understands that NYSE's willingness to allow Payor to assume Customer's payment obligation is at NYSE's discretion and that either NYSE or Payor may terminate this third-party payment arrangement at any time upon written notice to the other. Payor further understands that, upon any such termination, Customer has seven days to elect to terminate the Agreement or to assume the payment obligation. Payor's payment obligation hereunder shall survive any termination of this undertaking to the extent that such obligation relates to amounts payable in respect of Market Data that Customer receives prior to its assumption of the payment obligation or the termination of the Agreement.

      Payor acknowledges and understands that NYSE makes no representation or warranty concerning (i) paragraph (e) of section 28 of the Act and (ii) the operation of the Agreement in relation to said paragraph.

Sincerely yours,

(name of payor)

By: _____

Name:

Title:

Date: