

**NOT FOR DISTRIBUTION IN OR INTO OR TO ANY PERSON LOCATED OR RESIDENT IN THE UNITED STATES, ITS TERRITORIES AND POSSESSIONS, ANY STATE OF THE UNITED STATES OR THE DISTRICT OF COLUMBIA OR TO ANY U.S. PERSON.**

**MobyLife Holding A/S (the "Issuer") issues offer to buy-back its bond in part**

Copenhagen, 2 September 2015

To the bondholders in the Issuer's senior secured bond with ISIN [SE 0005936382](#) (the "**Bond**").

The Issuer is contemplating a partial buy-back of its Bond for cash consideration (the "**Buy-Back Offer**"). The Issuer will utilize part of its current cash reserve for the buy-back, however subject to a minimum of DKK 25 million (the "**Minimum Buy-Back Amount**"), including accrued, but unpaid, interest and fees and costs for the Buy-Back Offer.

The buy-back will be conducted as an auction process, where the Issuer, through the Manager, will receive offers for desired volume(s) at desired price(s) (the "**Offered Price**") for sale from the bondholders on a confidential basis.

All bondholders (subject to legal constraints, if any) are hereby invited and are eligible to provide offers for sale of all or a portion of their bonds through submission of the attached bondholders offer form (the "**Bondholders Offer Form**").

The Buy-Back Offer will commence on 2 September 2015 at 09:00 CET, and expire at 12:00 CET 16 September 2015 (the "**Buy-Back Offer Period**"). No submissions after the expiration date will be valid.

Prior to 09:00 CET 17 September 2015, the Issuer will decide upon an eventual maximum buy-back price (the "**Max Buy-Back Price**") and the total amount of Bonds purchased (the "**Max Buy-Back Amount**"). All bondholders with offers at a lower Offered Price than the Max Buy-Back Price will receive the relevant lowest Offered Price on all of the amounts so offered. Offers at the Max Buy-Back Price (if any) will receive the Max Buy-Back Price on all or a pro rata number of bonds so offered (at the Max Buy-Back Price) until the Max Buy-Back Amount has been reached. To the extent such pro rata calculation cannot be used to determine which bonds shall be purchased, it shall be determined by drawing of lots.

The Manager shall not accept offers with a sales price which exceeds 100% cent of the nominal value of the Bonds. In case of insufficient number of eligible offers to meet the Minimum Buy-Back Amount, the Issuer shall use the remaining amount towards general working capital purposes.

The Buy-Back Offer and receipt of any Bondholders Offer Form are non-binding on the Issuer.

The buy-back, including accrued interests, will be settled in cash and the settlement date is set to 23 September 2015.

Pareto Securities is acting as manager (the "**Manager**") for the buy-back.

**Summary of buy-back procedure:**

<b>Buy-Back Offer Period:</b>	<ul style="list-style-type: none"><li>• Commencement: 09:00 CET, 2 September 2015</li><li>• Expiration: 12:00 CET, 16 September 2015</li></ul>
<b>Price:</b>	To be expressed as a percentage of the nominal amount. The Issuer will in addition pay accrued but unpaid interest on any Bonds repurchased.
<b>Placing of Offers during the Buy-Back Offer Period:</b>	All submissions of Bondholders Offer Form are to be sent to the Manager no later than 12:00 CET 16 September 2015
<b>Announcement of the result of the Buy-Back Offer:</b>	Expected to be announced on 17 September 2015.
<b>Settlement of the Buy-Back Offer:</b>	Cash payment in SEK.
<b>Settlement Date of the Buy-Back Offer:</b>	Expected to be on 23 September 2015.
<b>Contacts:</b>	Any questions related to the Buy-Back Offer can be directed to the

	<p>Manager:</p> <p><i>Pareto Securities:</i></p> <p>John Bjørnsen, Tel: +47 22 87 88 35; mob: +47 92 40 90 60 email: <a href="mailto:john.bjornsen@paretosec.com">john.bjornsen@paretosec.com</a></p>
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The Buy-Back Offer, any Bondholders Offer Form and any acceptances thereof are subject to Norwegian law, with Oslo District Court as the agreed legal venue.

The Buy-Back Offer is not directed to persons in any jurisdiction where the Buy-Back Offer would be in violation of applicable laws or whose acceptance of the offer requires that (i) further documents are issued in order for the Buy-Back Offer to comply with local law or (ii) registration or other measures are taken pursuant to local law. No document or material relating to the Buy-Back Offer may be distributed in or into any country where such distribution or offering requires any of the aforementioned measures to be taken or would be in conflict with any law or regulation of such country. **No securities are being offered for sale or subscription to any person in any jurisdiction by this Buy-Back Offer.**

The Buy-Back Offer is not being made directly or indirectly in, or by use of the mails of, or by any means or instrumentality of interstate or foreign commerce of, or any facilities of a national securities exchange of, the United States of America, its territories and possessions, any State of the United States and the District of Columbia (the "**United States**"). This includes, but is not limited to, facsimile transmission, internet delivery, email, telex and telephones. Accordingly, copies of this document and any related offering documents are not being, and must not be, directly or indirectly mailed, emailed or otherwise transmitted, distributed or forwarded (including, without limitation, by custodians, nominees or trustees) in or into the United States or to any persons located or resident in the United States, and so doing may invalidate any purported acceptance. Any purported offer or agreement to sell Bonds in the Buy-Back Offer resulting directly or indirectly from a violation of these restrictions will be invalid and any purported offer and/or agreement to sell Bonds made by a person appearing or otherwise believed by the Issuer to be located or resident in the United States, or any agent, fiduciary or other intermediary acting on a non-discretionary basis for a principal giving instructions from within the United States will be invalid and will not be accepted.

The Issuer will only accept offers with respect to the Bonds from a bondholder or beneficial owner of the Bonds (or any person acting as agent, custodian, fiduciary or other intermediary capacity for a bondholder or beneficial owner) who is not a U.S. person (as such term is defined pursuant to Regulation S under the US Securities Act of 1933, as amended (the "**Securities Act**") and who is outside the United States. Each person participating in the Buy-Back Offer will represent that it or any beneficial owner of the Bonds or any person on whose behalf such person is acting is not a U.S. person or a resident and/or located in the United States and will not be resident and/or located in the United States at the time of the submission of its offer pursuant to the Buy-Back Offer.

The information contained in this Buy-Back Offer does not constitute an invitation or inducement to engage in investment activity within the meaning of the United Kingdom Financial Services and Markets Act 2000. In the United Kingdom, this announcement is being distributed only to, and is directed only at (i) persons who are outside the United Kingdom, (ii) persons in the United Kingdom falling within the definition of investment professionals (as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "**Financial Promotion Order**")), (iii) persons who are within Article 43 of the Financial Promotion Order or (iv) any other persons to whom it may otherwise lawfully be made under the Financial Promotion Order (all such persons together being referred to as "relevant persons"). This announcement and the Buy-Back to bondholders is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons.

Each bondholder is responsible for any taxes as a consequence of its acceptance of the Buy-Back Offer. The Issuer assumes no responsibility for any tax liability resulting from the acceptance of the Buy-Back Offer.

This document contains forward-looking statements and information that is necessarily subject to risks, uncertainties, and assumptions. No assurance can be given that the transactions described herein will be consummated or as to the terms of any such transactions. The Issuer assumes no obligation to update or correct the information contained in this announcement.

Attachment: Bondholders Offer Form

This offer to bondholders is also available at [www.stamdata.no](http://www.stamdata.no).

For further information, please contact:

Martin Nyberg  
Chief Financial Officer  
MobyLife Holding A/S  
+45 2929 8200

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<b>2 September 2015</b>	<b>MobyLife Holding A/S (the "Issuer")</b>
<b>Bondholders Offer Form</b>	<b>Pareto Securities AS (the "Manager")</b>
<b>Potential Buy-Back of Senior Secured Bonds due 2018 (the "Bonds") with ISIN SE 0005936382</b>	<b>E-mail: john.bjornsen@paretosec.com</b>
	<b>Phone: +47 22 87 88 35</b>

**Buy-Back Offer:** By submitting this bondholders offer form (the "**Bondholders Offer Form**") to the Manager before the auction deadline 12:00 CET on 16 September 2015, the Bondholder commits itself to sell the Bonds specified in the table below to the Issuer (the "**Offer**") according to the terms and conditions of the Buy-Back Offer as described in detail in the press release from the Issuer dated 2 September 2015 (the "**Press Release**"). Once a duly executed Bondholders Offer Form has been submitted, the Bondholders Offer Form is binding for the Bondholder until the Issuer's deadline for acceptance at 09:00 CET 17 September 2015, and may until such time not be withdrawn or modified or altered. A Bondholder may sell all or a portion of its Bonds in the Buy-Back Offer.

If the Issuer accepts the Bondholders Offer Form in whole or in part, the Bonds in respect of which the Bondholders Offer Form has been accepted will be transferred to the Issuer pursuant to the Bondholder's instructions to the Manager in this Bondholder Offer Form (and without obtaining any further instructions from the Bondholder). The Bondholder confirms that the Bondholder is the owner of all such Bonds and that all such Bonds offered for sale are free of any encumbrances and any other third party rights and with all rights attached to them and that the offer remains valid also for acceptances in part by the Issuer.

The Bondholders Offer Form must be correctly completed and received by the Manager no later than 12:00 CET on 16 September 2015.

Prior to 09:00 CET 17 September 2015, the Issuer will decide upon an eventual maximum buy-back price (the "**Max Buy-Back Price**") and the total amount of Bonds purchased (the "**Max Buy-Back Amount**"). All bondholders with offers at a lower Offered Price than the Max Buy-Back Price will receive the relevant lowest Offered Price on all of the amounts so offered. Offers at the Max Buy-Back Price (if any) will receive the Max Buy-Back Price on all or a pro rata number of bonds so offered until the Max Buy-Back Amount has been reached. To the extent such pro rata calculation cannot not be used to determine which bonds shall be purchased, it shall be determined by drawing of lots. The Issuer will only communicate such announcement and thereby acceptance of the relevant Bondholders Offer Forms (if any) through a press release to be posted on the Issuer's web site and on [www.stamdata.no](http://www.stamdata.no).

Cash settlement of Bonds accepted by the Issuer is expected to take place 23 September 2015, unless settlement is delayed due to technical and/or administrative errors. The Issuer will pay the Offered Price together with accrued unpaid interest (if any) for the period up to but excluding the settlement date by crediting the Bondholder's bank account stated below.

**SPECIFICATION OF OFFERED MOBYLIFE HOLDINGS BONDS: ISIN: SE 0005936382**

Each line of the following table shall form a separate Offer and the nominal values stated shall not be given as cumulative totals.

Offer	Bondholder's Custodian / Fund / Name	Nominal Amount(s) in SEK at Offered Price	Aggregated nominal Amount(s) in SEK*	Offer price(s) (" <b>Offered Price</b> ")
1				at % of nominal value
2				at % of nominal value
3				at % of nominal value
4				at % of nominal value
5				at % of nominal value

\*Aggregated amount offered on this Offered Price including total amounts offered at lower Offered Price(s).

The Manager is hereby authorized to transfer the above specified bonds (or any part thereof) from our/my VPS account to the Issuer and also to transfer the Bonds to another VPS account as part of settlement proceedings, and may instruct our/my VPS account operator to release the Bonds for such purpose.

**Bondholder's date and place**

**Bondholder signature**

The bondholders must have legal capacity. When signing by authorisation, documentation in form of company certificate or power of attorney must be enclosed.

**DETAILS OF THE BONDHOLDER**

Prime Broker
Bondholder's full name/Company name
Name of contact person with Offer
Telephone (day time)
E-mail address
Street address etc. (private sellers: state home address)
Postal code and area, country
Date of birth and national ID number (11 digits)/company registration number ( <b>MUST BE COMPLETED</b> )

By signing this Bondholders Offer Form, the Bondholder expressly agrees and acknowledges the terms of the Buy-Back Offer, and confirms that the Bondholder has read and understood this Bondholders Offer Form (including the following page) and the Press Release.

The Bondholder also represents by signing this Bondholders Offer Form (and any person who is acting on behalf of any Bondholder that signs this form represents as to the Bondholder) that such Bondholder not resident and/or located in the United States and will not be

resident and/or located in the United States at the time of the submission of its Offer pursuant to the Buy-Back Offer and is not a U.S. person (as defined pursuant to Regulation S under the US Securities Act of 1933, as amended).

Any Bondholder or authorised representative of a Bondholder making an offer to the Manager by means of the telephone, e-mail, Bloomberg or any other manner will be deemed to agree and certify to all of terms and restrictions of the Buy-Back Offer and to have made the representations to the Issuer as set forth in this Bondholders Offer Form.

The Bondholder must be of age. If the Bondholders Offer Form is signed by a proxy, documentary evidence of authority to sign must be attached in the form of a Power of Attorney or Company Registration Certificate.

**Offer and Distribution Restrictions:**

**United States:** The request for Offer and/or any agreement to sell is not being made, and will not be made, in the United States, and this document may not be distributed in or to any person located in the United States. The term "United States" means the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia. Any purported offer or agreement to sell Bonds resulting directly or indirectly from a violation of these restrictions will be invalid and any purported offer and/or agreement to sell Bonds made by a person appearing or otherwise believed by the Issuer to be located or resident in the United States, or any agent, fiduciary or other intermediary acting on a non-discretionary basis for a principal giving instructions from within the United States will be invalid and will not be accepted.

**Canada:** The request for Offer and/or any agreement of sale is not being made, and will not be made, directly or indirectly in or into Canada by any means. Any offer or agreement to sell Bonds resulting directly or indirectly from a violation of these restrictions will be invalid and any purported offer and/or agreement to sell Bonds made by a person located in Canada or any agent, fiduciary or other intermediary acting on a non-discretionary basis for a principal giving instructions from within Canada will be invalid and will not be accepted. Each Bondholder submitting the Offer will be deemed to represent that it is not located in Canada and is not submitting the Offer from Canada or it is acting on a nondiscretionary basis for a principal located outside Canada that is not giving an order to submit the Offer from Canada. For the purposes of this and the above paragraph, "Canada" means Canada, its provinces and territories.

**United Kingdom:** The information contained in this Bondholders Offer Form does not constitute an invitation or inducement to engage in investment activity within the meaning of the United Kingdom Financial Services and Markets Act 2000. In the United Kingdom, this announcement is being distributed only to, and is directed only at (i) persons who are outside the United Kingdom, (ii) persons in the United Kingdom falling within the definition of investment professionals (as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "Financial Promotion Order")), (iii) persons who are within Article 43 of the Financial Promotion Order or (iv) any other persons to whom it may otherwise lawfully be made under the Financial Promotion Order (all such persons together being referred to as "relevant persons"). This announcement and the Buy-Back Offer to Bondholders is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons.

**General:** The request for Offer and/or any agreement to sell is not intended for Bondholders located in any jurisdiction in circumstances which would require the Issuer to prepare or register any prospectus, offering document or circular relating to the request for Offer and/or agreement to sell in such jurisdiction, and the Issuer may refuse to receive offers submitted from such jurisdictions. The distribution of this document in certain jurisdictions may be restricted by law. Any persons reading this document should inform themselves of and observe any such restrictions.

**Important Notice and disclaimers:** The Manager is acting on behalf of the Issuer in connection with the request for offer and any agreement to sell. The Manager will not be acting on behalf of any other party in connection therewith and will not be responsible to any party other than the Issuer for providing the protections normally granted to their customers, or advice in relation to the request for Offer and any agreement to sell.

Any decision to submit an Offer should only be made on the basis of an independent review by you of publicly available information. By submitting the Offer and signing the Bondholders Offer Form you will be deemed to have acknowledged, represented to and agreed with the Manager that: (a) you have such business and financial experience as is required to give you the capacity to protect your own interests in connection with the sale of Bonds under the Buy-Back Offer; (b) you may not rely, and have not relied, on any investigation that the Manager or any of their respective affiliates, or any person acting on behalf of the Manager or any of their respective affiliates, may have conducted with respect to the Issuer, the Bonds, and neither the Manager nor any of their respective affiliates have made any representation to you, express or implied, with respect to the Issuer, the Bonds or the accuracy, completeness or adequacy of any publicly available information; (c) you understand that no disclosure or offering document has been prepared in connection with the Buy-Back Offer; (d) you have made your own assessment when submitting the Bondholders Offer Form based on such information as is publicly available (which you acknowledge you have been able to access, read and understand); (e) you have made your own investment decision regarding the Buy-Back Offer based on your own knowledge and investigation of the Issuer and the Bonds; (f) the Manager shall have no liability for any other representations (express or implied) contained in, or for any omissions from, such information or any other written or oral communication transmitted to you in the course of your evaluation of the Buy-Back Offer; (g) the Manager shall have no obligation to update any such information or to correct any inaccuracies therein or omissions therefrom which may become apparent, even where the Manager is aware of such inaccuracies or omissions; (h) you have consulted your own independent advisers or otherwise have satisfied yourself concerning, without limitation, any accounting, regulatory, tax or other consequences of selling the Bonds in the light of your own particular situation under the laws of all relevant jurisdictions; (i) you acknowledge that you, if your Bond Offer Form is accepted, will receive your offered price on all or parts of the amounts offered and that others may receive a higher price.

In accordance with the Norwegian Securities Trading Act of 29 June 2007 no. 75, the Manager must categorize all new customers in one of three customer categories. All Bondholders that Offers Bonds and which are not existing clients of the Manager will be categorized as non-professional clients unless otherwise is communicated in writing by the Manager. For further information about the categorization the Bondholder may contact the Manager. The Manager will treat the Offer as an execution only instruction from the Bondholder and hence the Manager will not determine whether the Offer is suitable or not for the Bondholder as otherwise provided for in the Norwegian Securities Trading Act.

The Issuer and the Manager shall not bear any risk or liability in the event the Bondholders Offer Form or another form of acceptance of the Buy-Back Offer is not received for any reason whatsoever, including technical difficulties. The Manager may, in its sole discretion, accept applications placed by taped phone, e-mail, Bloomberg or other means they deem appropriate, but may request that the order is subsequently confirmed by the execution of this Bondholders Offer Form in writing, and may, if the Bondholder fails to satisfy such requirement, in their sole discretion, disregard the offer, without any liability towards Bondholder. Any offer placed by taped phone, e-mail or Bloomberg or by other means, shall be deemed made on the terms and subject to the conditions set out in this Bondholders Offer Form.

**Governing law and jurisdiction:** The Buy-Back Offer and all acceptances submitted in response thereto, including this Bondholders Offer Form, are governed by Norwegian law with the Oslo city court as legal venue. Any disputes arising out of, or in connection with, the Buy-Back Offer, are subject to Norwegian law and shall exclusively be settled by Norwegian courts and with Oslo District Court as legal venue.