VOLUNTARY OFFER TO PURCHASE ALL SHARES IN PLAYSAFE HOLDING AS

Okoto Limited and Playsafe Holding AS have entered into a Term Sheet dated 18 February 2007 (the Term Sheet), whereby it was agreed that Okoto Limited under certain conditions shall purchase selected assets belonging to Playsafe Holding AS (Playsafe or the Company) or alternatively make an offer to Playsafe’s shareholders regarding purchase of all the shares in the Company.

Okoto Limited has decided to purchase all the shares in Playsafe. Based on this, Okoto Limited makes the following offer to all shareholders in Playsafe to purchase all shares in the Company (the Offer).

The board of directors in Playsafe negotiated the Term Sheet and considers a sale of the shares in Playsafe on the proposed terms and conditions, as favourable for the Company’s shareholders. The board of directors recommends the Offer, but also emphasize that each shareholder have to make an independent assessment of the Offer, the offer price and other terms and conditions. The board of directors can inform that shareholders closely related to the management, founders and acquired companies have orally accepted the Offer, representing 60.15 per cent of the shares in Playsafe.

Playsafe is not listed at the Norwegian Stock Exchange (Oslo Børs); therefore the Offer is not subject to the regulations regarding mandatory and voluntary offer pursuant to the Norwegian Securities Trading Act of 1997. Neither does the Offer trigger an obligation to prepare a prospectus.

1. OFFER

1.1 Offeror

The Offer is made by Okoto Limited, Domaine Du Chateau Des Forges, 6500 Soire St Gery (Beaumont), Belgia, registration number 5565038 (the Offeror).

1.2 Target Company

The Offer is to purchase all shares in Playsafe Holding AS, Hågasletta 11, 3236 Sandefjord, registration number 989 195 557 (defined above as Playsafe or the Company). The shares in Playsafe are registered in the Norwegian Register of Securities (VPS) with securities number NO 001 0306228 (A-shares) and NO 001 0327505 (B-shares).

1.3 The Offer

The Offeror offers to purchase all the shares in Playsafe pursuant to the terms and conditions set out in this offer document (the Offer Document) and the enclosed acceptance form (the Acceptance Form).
1.4 The Offer Price

The shareholders in Playsafe (the Shareholders) will receive NOK 23 for each share they hold in Playsafe. The offer price of NOK 23 per share gives a total offer price for all shares in Playsafe (the Shares) of NOK 368,000,000 (the Offer Price).

1.5 The Offer Period

The offer is valid from 23 March 2007 until 12 PM on 4 April 2007, unless extended by the Offeror pursuant to section 5 below. The offer period (following any postponement of the Offer Period) is defined as the Offer Period.

2. ACCEPTANCE OF THE OFFER

The Offer may be accepted by the Shareholders in Playsafe (the Selling Shareholders) by signing and returning the enclosed Acceptance Form correctly filled out, before the end of the Offer Period. If anyone has been registered as having rights pertaining to the VPS account, these persons must approve that the shares may be transferred free of any encumbrance, by co-signing the Acceptance Form. The acceptance of the Offer (the Acceptance) is irrevocable and has to include all of the Selling Shareholder’s shares in Playsafe.

Any Selling Shareholder is responsible for its Acceptance Form (i) being correctly filled out and (ii) having been received by DnB NOR Bank ASA by the end of the Offer Period. A Selling Shareholder may not attach conditions to the Acceptance. The Offeror may, but is not obliged to, reject Acceptance Forms that are incomplete or received too late.

Signed and completed Acceptance Forms may be mailed, faxed or delivered to:

DnB NOR Bank ASA
Verdipapirservice AB A4
Stranden 21
0021 Oslo
Telefax no: +47 22 48 29 80

3. LOCK UP AND TRANSFER TO INTERIM ACCOUNT

The shares of a Selling Shareholder will be locked up as soon as the signed and completed Acceptance Form has been received by DnB NOR Bank ASA and transferred to an interim account with DnB NOR Bank ASA as soon as the Offer Period has ended. The interim account is administered by DnB NOR Bank ASA. Further, DnB NOR Bank ASA is irrevocably authorised to debit the interim account at DnB NOR Bank ASA for the shares in Playsafe for which the Offer is accepted. Such authority further implies that DnB NOR Bank ASA, following confirmation from the Offeror that the Offer Conditions have been fulfilled, may transfer the shares of the
Selling Shareholders in PlaySafe to the Offeror, against the simultaneous settlement as described in section 6.

4. CONDITIONS FOR THE OFFER

4.1 Conditions for the execution of the Offer

The Offer is subject to the following conditions (the Offer Conditions):

(a) that Shareholders holding a minimum of 90.1 per cent of the shares in the Company have accepted the Offer by the end of the Offer Period;
(b) that such shares are timely transferred free of any encumbrances, to the interim account with DnB NOR Bank ASA as provided for in section 3 above;
(c) that technical, legal and financial due diligence have been carried out by the Offeror with findings according to section 2 and 3 of the Term Sheet;
(d) that it up to the Day of Takeover is not resolved to sell or liquidate material assets of the Company, pay dividends, issue shares in the Company or other financial instrument giving the right to demand the issue of shares in the Company, e.g. options, warrants, convertible loans, etc.

4.2 Due diligence

The Offeror have initiated a technical, legal and financial review of the Company, to confirm basis for the Offer made by the Offeror, including the Offer Price (the Due Diligence). The Due Diligence shall be carried out in the Offer Period.

5. EXTENSION OF THE OFFER PERIOD ETC.

(a) The Offeror may unilaterally extend the Offer Period, ref section 1.5 above. However, the Selling Shareholders are not bound by their Acceptance if the Offer Period is extended beyond a total of 4 weeks from 4 April 2007.
(b) The Offeror reserves the right to waive one or more of the abovementioned Offer Conditions in section 4.1.
(c) If the Offer Conditions as mentioned in section 4.1 above have not been fulfilled or been waived by the Offeror within 4 weeks after 4 April 2007, the Offeror may unilaterally declare that the Offer has lapsed.

Notice as to whether the Offer Conditions have been fulfilled or waived, or whether the Offer has lapsed, will be given to the Selling Shareholders as soon as possible.
6. SETTLEMENT

6.1 Settlement – takeover

6.1.1 Payment

Settlement for the Selling Shareholders shares in Playsafe will take place on the Day of Takeover.

Payment will be effectuated by transfer to the bank accounts registered with the Norwegian Register of Securities/VPS for the shares of the Selling Shareholders.

6.1.2 Transfer of shares

On the Day of Takeover, the Selling Shareholder’s shares in Playsafe will be transferred free of any encumbrances or third party obligations of any kind, from the interim account at DnB NOR Bank ASA to the Offeror.

6.1.3 Interest on overdue payment etc.

Interests for the time between registration of the Acceptance by DnB NOR Bank ASA and settlement will not be paid. Neither will interests for any potential period arising as a consequence of a potential extension of the original Offer Period or until the fulfilment of the Offer Conditions pursuant to section 4.1. In case of any delayed payment of the Offer Price, the Offeror shall pay interest on overdue amounts at the flat rate of 10,50 per cent per annum.

6.1.4 Takeover

The day of takeover shall take place approximately 5 working days following fulfilment of the last Offer Condition pursuant to section 4.1 (the Day of Takeover and the Takeover).

6.2 Non-fulfilment of the Offer

If the Offer is not implemented, the Offer will lapse and all the shares for which acceptances have been received, will immediately be returned to the VPS account of the Shareholder, as stated on the Acceptance Form, without any transaction costs for the Shareholder. The Shareholder will no longer be bound by his Acceptance of the Offer.

7. REMAINING CONDITIONS/CIRCUMSTANCES

7.1 Expenses

The Offeror will pay all direct expenses related to transaction costs with VPS in connection with the Offer. This implies that the Selling Shareholders will not be charged with commission or brokerage or other expenses directly related to the Acceptance of the Offer.
Potential expenses related to consultancy etc, incurred by individual shareholders, will not be covered by the Offeror.

7.2 Tax
Shareholders who accept the Offer are responsible for any resulting tax obligations. The shareholders are recommended to consult with its own tax advisors regarding the consequences of accepting the Offer.

7.3 Acceptances received etc
As of 23 March 2007, the Offeror has received oral acceptances of the Offer from shareholders closely related to the management, founders and acquired companies which represents 9,624,000 shares in Playsafe in all, equal to 60.15 per cent of the share capital in the Company.

The Offeror reserves the right to acquire shares in Playsafe in addition to the Offer, both during and subsequent of the Offer Period, provided this is in compliance with existing legislation.

Neither board members nor others in the management will receive any special advantages as a result of the Offer, neither have they been given advantages or positions in the Company or similar prospects.

7.4 Potential amendments to the Offer
Potential amendments in the Offer, including total of partial waiver of the Offer Conditions, are binding on the Offeror from the time the notice of the amendment in the Offer have been received by the Shareholders in Playsafe. Extension of the Offer Period does not imply that a new offer has been made, and shareholders who have accepted the Offer will still be bound by their Acceptance in case of such extension.

7.5 Obligation for Playsafe
Pursuant to the Term Sheet, Playsafe and the management in Playsafe will be obligated to assist the Offeror in relation to the takeover of the Company up until 1 July 2007.

7.6 Choice of law and jurisdiction
The Offer and the acceptance of such offer are subject to Norwegian law.

Any dispute related to the Offer Document and the Acceptance Form shall be decided by the ordinary courts with Oslo District Court (Oslo Tingrett) as legal venue.

7.7 Miscellaneous
No confirmation on behalf of the Offeror as to the receipt of an Acceptance Form or other documents will be given.
This Offer Document has been sent to all registered shareholders in Playsafe, in accordance with shareholder registration from VPS as of 22 March 2007, to the address entered on the respective VPS-account.

Additional information regarding the Offer and the Offeror may be obtained by inquiry to:

Advokatfirmaet Haavind Vislie AS
Att: Associate Anne Lise Gryte
P.O. Box 359 Sentrum
0101 Oslo
Norway
Email: a.gryte@haavind.no
Telephone: +47 22 43 30 00
Telefax: +47 22 43 30 01
Acceptance form for the Voluntary Offer

This acceptance form shall be used to accept the Offer by Okoto Limited (the "Offeror") to the shareholders of Playsafe Holding AS ("Playsafe") to purchase shares on the terms and conditions of the offer document dated 23 March 2007 (the "Offer Document").

Retur til:

«Etternavn» «Fornavn» «Adresse»
«Adresse1»
«Adresse2»
«Postnr»«Sted»
«Land»

DnB NOR Bank ASA
Verdipapirservice AB A4
Stranden 21
0021 Oslo
Fax: +47 22 48 29 80

The shareholder registry in Playsafe as of 22 March 2007 shows:

<table>
<thead>
<tr>
<th>VPS-account</th>
<th>No of shares</th>
<th>Rights holder registered</th>
</tr>
</thead>
</table>

The Acceptance Form must be received by DnB NOR Bank ASA within 4 April 2007 at 12 P.M. (CET) or at such later date and time which the Offeror has postponed the Acceptance Period to.

To the Offeror:

(a) We have received the Offer Document dated 23 March 2007. I/We have reviewed the Offer Document and hereby accept the Offer.

(b) We accept the offer in respect of all of my/our shares in Playsafe on the terms and conditions set out in the Offer Document.

(c) We agree not to pledge or otherwise incur any third party rights on the shares for which the Offer is accepted.

(d) DnB NOR ASA is irrevocably hereby authorised to block the number of shares for which the Offer is accepted in favour of DnB NOR ASA on behalf of the Offeror, and DnB NOR ASA is hereby irrevocably authorised to transfer such blocked shares from the undersigned's account in the Norwegian Register of Securities ("VPS") to the VPS account of the Offeror at the settlement date against simultaneous payment of NOK 23 per share to the undersigned.

(e) We accept that the settlement will be completed by transfer of NOK to my/our bank account registered in the VPS for the purpose of receiving dividends. In the event that no such bank account is registered, payment will be made by bank giro (a settlement system used in Norway), or for shareholders resident outside Norway, by foreign currency check.

(f) My/Our shares in Playsafe are transferred free of any encumbrances or third party obligations of any kind. I/We are aware that the acceptance of the Offer is valid on the condition that all third parties having rights to the shares have co-signed this acceptance form.

(g) The Offeror will pay all transaction costs directly related to VPS in connection with this acceptance. I/We acknowledge that the Offeror is not responsible for any other costs which I/We might incur in connection with this acceptance. Any disputes with regard to the validity of the acceptance shall be decided by the Offeror. The Offeror reserves the right to deny some or all acceptances which the Offeror considers not to be in the right form, or which otherwise might be considered illegal or invalid.

(h) We confirm that I/we may legally accept the Offer in the jurisdiction in which the Offer is accepted.

(i) The Offer and acceptance of same is subject to Norwegian law, and the exclusive jurisdiction of the Norwegian Courts.

________________________________________
Place                   Date                Signature

Telephone number

Rights holder(s):

In the event that there are any holders of rights registered on the VPS account such holders of rights hereby consents that the shares may be transferred to the Offeror free of encumbrances and the rights registered on the VPS account.

________________________________________
Place                   Date                Signature

If signed pursuant to proxy, a proxy form or company certificate confirming the authorized signature must be enclosed.