THIS FORM OF ACCEPTANCE AND AUTHORISATION FOR THE OFFER SHARES (AS DEFINED BELOW) (THE "**FAA**") IS IMPORTANT. THIS FAA IS NOT A TRANSFERABLE OR NEGOTIABLE DOCUMENT AND IS ONLY FOR USE BY THE DEPOSITOR(S) WHOSE NAME(S) APPEAR BELOW. IF YOU ARE IN ANY DOUBT ABOUT THE OFFER (AS DEFINED BELOW) OR THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT, TAX ADVISER OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.

THIS FAA RELATES TO THE OFFER DOCUMENT DATED 6 OCTOBER 2017 (THE "**OFFER DOCUMENT**") IN RELATION TO THE OFFER. UNLESS OTHERWISE DEFINED OR THE CONTEXT REQUIRES OTHERWISE, CAPITALISED TERMS USED IN THIS FAA SHALL BEAR THE SAME MEANINGS ASCRIBED TO THEM IN THE OFFER DOCUMENT.

THE AVAILABILITY OF THE OFFER TO SHAREHOLDERS WHOSE MAILING ADDRESSES ARE OUTSIDE SINGAPORE (THE "**OVERSEAS SHAREHOLDERS**") AS SHOWN IN THE RECORDS OF THE CENTRAL DEPOSITORY (PTE) LIMITED ("**CDP**") MAY BE AFFECTED BY THE LAWS OF THE RELEVANT OVERSEAS JURISDICTIONS. ACCORDINGLY, OVERSEAS SHAREHOLDERS ARE ADVISED TO READ THE SECTION ENTITLED "OVERSEAS SHAREHOLDERS" IN THE OFFER DOCUMENT CAREFULLY.

VOLUNTARY CONDITIONAL CASH OFFER (THE "OFFER") BY OVERSEA-CHINESE BANKING CORPORATION LIMITED ("OCBC BANK"), FOR AND ON BEHALF OF GP INDUSTRIES LIMITED (THE "OFFEROR"), TO ACQUIRE ALL THE ISSUED AND PAID UP ORDINARY SHARES ("GP BATTERIES SHARES") IN THE CAPITAL OF GP BATTERIES INTERNATIONAL LIMITED (THE "COMPANY" OR "GP BATTERIES") OTHER THAN GP BATTERIES SHARES ALREADY OWNED OR AGREED TO BE ACQUIRED BY THE OFFEROR AS AT THE DATE OF THE OFFER (THE "OFFER SHARES")

VOLUNTARY CONDITIONAL CASH OFFER FOR GP BATTERIES INTERNATIONAL LIMITED

FORM OF ACCEPTANCE AND AUTHORISATION FOR THE OFFER SHARES

(THIS FAA NEED NOT BE SUBMITTED TO CDP IF YOU DO NOT WISH TO ACCEPT THE OFFER)

NAME(S) AND ADDRESS(ES) OF DEPOSITOR(S)	SECURITIES ACCOUNT NUMBER
Last date and time for acceptance of the Offer: 5.30 p.m. (Singapore time) on 3 November 2017 or such later date(s) as may be announced from time to time by or on behalf of the Offeror (the "Closing Date").	If your purchase of the below-mentioned Offer Shares was settled through your Central Provident Fund ("**CPF**") approved agent bank or Supplementary Retirement Scheme ("**SRS**") approved agent bank, finance company or depository agent and you wish to accept the Offer, your acceptance would have to be made through your CPF approved agent bank or SRS approved agent bank, finance company or depository agent. In such instances, you need not submit this FAA to CDP.

To: **GP INDUSTRIES LIMITED**
c/o The Central Depository (Pte) Limited

Dear Sirs,

The consideration for acceptance of the Offer is the Offer Price, being S$1.30 in cash for each Offer Share, as stated in the Offer Document. The Offer Price is final and the Offeror does not intend to increase the Offer Price.

The acceptance of the Offer at the Offer Price, by way of completion, execution and submission of this FAA in accordance with Section A below, is subject to the terms and conditions set out in this FAA and in the Offer Document.

Irrevocable Acceptance. My/Our completion, execution and submission of this FAA shall constitute my/our irrevocable acceptance of the Offer upon the terms and subject to the conditions contained in the Offer Document and this FAA. Except as expressly provided in the Offer Document, this FAA and the Singapore Code on Take-overs and Mergers, my/our acceptance of the Offer is irrevocable.

Assistance. I/We irrevocably undertake to execute such other documents and to do such acts and things as may be required to give effect to such acceptance and the transfer of the Offer Shares stated in Section A below to the Offeror or any person nominated in writing by the Offeror (hereinafter called the "**Transferee**"), and to enable the Offeror or the Transferee to exercise all rights and receive all benefits accruing to or arising from the below-mentioned Offer Shares as specified in the Offer Document.

Warranty. I/We unconditionally and irrevocably warrant, *inter alia*, that the Offer Shares in respect of which the Offer is accepted by me/us or on behalf of the beneficial owner(s) thereof are, and when transferred to the Offeror or the Transferee, will be (i) fully paid; (ii) free from any claim, charge, pledge, mortgage, lien, option, equity, power of sale, declaration of trust, hypothecation, retention of title, right of pre-emption, right of first refusal, moratorium or other third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing; and (iii) together with all rights, benefits and entitlements attached thereto as at 22 September 2017 (the "**Offer Announcement Date**") and thereafter attaching thereto, including the right to receive and retain all dividends, rights, other distributions or returns of capital (if any) declared, paid or made by the Company in respect of the Offer Shares on or after the Offer Announcement Date.

CDP Authorisation – Suspense Account. I/We irrevocably authorise CDP to take such measures as it may consider necessary or expedient to prevent any trading of the Offer Shares in respect of which I/we have accepted the Offer during the period commencing on the date of receipt of this FAA by CDP, for and on behalf of the Offeror, and ending on the date of settlement of the consideration for such Offer Shares, in the event of the Offer becoming or being declared to be unconditional in all respects in accordance with its terms (including, without limitation, earmarking, blocking and/or transferring the relevant number of such Offer Shares from the "Free Balance" of my/our Securities Account into a "Suspense Account").

CDP Authorisation – Transfer. I/We irrevocably authorise CDP to debit my/our Securities Account and to credit the Securities Account of the Offeror or the Transferee, with the relevant number of Offer Shares in respect of which I/we have accepted the Offer on the date of settlement of the consideration for such Offer Shares, in the event of the Offer becoming or being declared to be unconditional in all respects, in accordance with its terms.

CDP Authorisation – Disclosure. I/We irrevocably authorise CDP to give, provide, divulge, disclose or reveal any information pertaining to my/our Securities Account maintained in CDP's record, including, without limitation, my/our name(s), my/our NRIC or passport number(s), Securities Account number, address(es), the number of Offer Shares standing to the credit of the "Free Balance" of my/our Securities Account, the number of Offer Shares tendered by me/us in acceptance of the Offer, information pertaining to the level of acceptance of the Offer and any other information to the Offeror, the Transferee, OCBC Bank (which is acting for and on behalf of the Offeror) and any other relevant parties as CDP may deem fit for the purposes of the Offer and my/our acceptance thereof.

Return of Offer Shares. In the event that the Offer does not become or is not being declared to be unconditional in all respects in accordance with its terms, I/we understand that the relevant number of Offer Shares in respect of which I/we have accepted the Offer will be transferred to the "Free Balance" of my/our Securities Account as soon as possible but in any event not later than 14 days from the lapse or withdrawal of the Offer.

Offer Unconditional. If I/we have accepted the Offer in accordance with the provisions contained herein and in the Offer Document and in the event the Offer becomes or is declared to be unconditional in all respects in accordance with its terms, CDP will send me/us a notification letter stating the number of Offer Shares debited from my/our Securities Account together with payment of the Offer Price by way of a S$ crossed cheque drawn on a bank in Singapore for the appropriate amount, or in such other manner as I/we may have agreed with CDP for the payment of any cash distributions, at my/our own risk, as soon as practicable and in any event:

(i) in respect of valid acceptances of the Offer which are complete in all respects and are received **on or before** the date on which the Offer becomes or is declared to be unconditional in all respects in accordance with its terms (the "**Offer Unconditional Date**"), within seven Business Days of the Offer Unconditional Date; or

(ii) in respect of valid acceptances of the Offer which are complete in all respects and are received **after** the Offer Unconditional Date, but before the Offer closes, within seven Business Days of the date of such receipt.

SECTION A – ACCEPTANCE THROUGH THIS FAA

I/We hereby irrevocably authorise CDP to effect the transfer from my/our Securities Account maintained with CDP of the following number of Offer Shares to the Securities Account maintained with CDP of the Offeror or the Transferee:

		Please indicate the number of Offer Shares you wish to tender in acceptance of the Offer
Part A	Number of Offer Shares now standing to the credit of the "Free Balance" of my/our Securities Account in respect of which the Offer is accepted	

NOTE: Please refer to paragraphs 2 and 3 of page 2 of this FAA for instructions on inserting the number of Offer Shares above.

PLEASE SIGN HERE

Date

Signature(s) / Thumbprint(s) of Depositor(s) / Joint Depositors
For corporations, please sign as per your signing mandate and where appropriate, the common seal to be affixed in accordance with your constitution or relevant constitutive documents.

INSTRUCTIONS

This FAA is for the use of Depositors who wish to accept the Offer in respect of all or part of the total number of Offer Shares standing to the credit of the "Free Balance" of their Securities Accounts or purchased on the Singapore Exchange Securities Trading Limited (the "SGX-ST"). This FAA and the provisions herein constitute an integral part of the Offer Document. Further provisions relating to acceptance are set out in Appendix 2 to the Offer Document.

This FAA has been sent to you on the understanding that all your Offer Shares are held on your behalf by CDP. If, however, you hold share certificates in respect of some or all of the Offer Shares and you wish to accept the Offer in respect of those Offer Shares, you should complete, sign and return at your own risk, the Form of Acceptance and Transfer for the Offer Shares (the "**FAT**") in accordance with the instructions printed thereon. A copy of the FAT may be obtained upon production of satisfactory evidence that you are a Scripholder, from the Offeror through its receiving agent, **Boardroom Corporate & Advisory Services Pte. Ltd.**, at its office located at **50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623. Electronic copies of the FAT may also be obtained on the website of the SGX-ST at www.sgx.com.**

1. **Acceptance.** If you wish to accept the Offer, you should complete and sign this FAA in accordance with the provisions and instructions in the Offer Document and the provisions and instructions printed on this FAA (which provisions and instructions shall be deemed to form part of the terms of the Offer) and submit the duly completed and signed original of this FAA either: **(a) by hand to GP Industries Limited** c/o **The Central Depository (Pte) Limited** at **9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588 or (b) by post using the enclosed pre-addressed envelope at your own risk to GP Industries Limited** c/o **The Central Depository (Pte) Limited** at **Robinson Road Post Office P.O. Box 1984 Singapore 903934, so as in either case to arrive NOT LATER THAN 5.30 P.M. (SINGAPORE TIME) ON THE CLOSING DATE. Proof of posting is not proof of receipt by the Offeror at the above addresses.**

   The enclosed pre-addressed envelope is pre-paid for posting in Singapore only. It is your responsibility to affix adequate postage on the said envelope if posting outside of Singapore.

2. **Acceptance by Depositors whose Securities Accounts are credited with Offer Shares.** Please insert in Part A on page 1 of this FAA the number of Offer Shares already standing to the credit of the "Free Balance" of your Securities Account in respect of which the Offer is accepted. Subject to paragraph 3 below, if the number of Offer Shares inserted in Part A of this FAA exceeds the number of Offer Shares standing to the credit of the "Free Balance" of your Securities Account as at **5.00 p.m. (Singapore time)** on the date of receipt of this FAA by CDP (the "**Date of Receipt**") or, in the case where the Date of Receipt is on the Closing Date, as at **5.30 p.m. (Singapore time)** on the Closing Date (provided always that the Date of Receipt is on or before the Closing Date) or, if no such number of Offer Shares is inserted in Part A, then you are deemed to have accepted the Offer in respect of all the Offer Shares already standing to the credit of the "Free Balance" of your Securities Account as at **5.00 p.m. (Singapore time)** on the Date of Receipt, or in the case where the Date of Receipt is on the Closing Date, as at **5.30 p.m. (Singapore time)** on the Closing Date (provided always that the Date of Receipt is on or before the Closing Date).

3. **Acceptance by Depositors whose Securities Accounts will be credited with Offer Shares.** If you have purchased Offer Shares on the SGX-ST, and such Offer Shares are in the process of being credited to the "Free Balance" of your Securities Account, a FAA in respect of such Offer Shares bearing your name and Securities Account number and the Offer Document will be sent to you by CDP. If you wish to accept the Offer in respect of such Offer Shares, you should, **after** the "Free Balance" of your Securities Account has been credited with such number of Offer Shares, complete, sign and submit the duly completed and signed original of the FAA in accordance with the provisions and instructions in the Offer Document and the provisions and instructions printed on this FAA (which provisions and instructions shall be deemed to form part of the terms of the Offer). If you are a Depositor whose Securities Account is or will be credited with Offer Shares but you do not receive the FAA, you may obtain such a FAA upon production of satisfactory evidence that you are a Shareholder or have purchased the Offer Shares on the SGX-ST (as the case may be), from **GP Industries Limited** c/o **The Central Depository (Pte) Limited** at **9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588.**

4. **Rejection.** If upon receipt by CDP, on behalf of the Offeror, of this FAA, it is established that such Offer Shares have not been or will not be credited to the "Free Balance" of your Securities Account (for example, when you sell or have sold such Offer Shares), your acceptance is liable to be rejected. None of the Offeror, OCBC Bank or CDP accepts any responsibility or liability in relation to such rejection, including the consequences thereof. If you have purchased Offer Shares on the SGX-ST on a date close to the Closing Date, your acceptance in respect of such Offer Shares is liable to be rejected if the "Free Balance" of your Securities Account is not credited with such Offer Shares by 5.00 p.m. (Singapore time) on the Date of Receipt (if the Date of Receipt is prior to the Closing Date) or 5.30 p.m. (Singapore time) on the Closing Date (if the Date of Receipt is on the Closing Date). None of the Offeror, OCBC Bank or CDP accepts any responsibility or liability in relation to such rejection, including the consequences thereof.

5. **Acceptance via SGX-SSH service (this paragraph is applicable to Depository Agents only).** Depository Agents may accept the Offer via the SGX-SSH service provided by CDP as listed in schedule 3 of the Terms and Conditions for User Services for Depository Agents. CDP has been authorised by the Offeror to receive Electronic Acceptances on its behalf and such Electronic Acceptances must be submitted **not later than 5.30 p.m. (Singapore time) on the Closing Date**. Such Electronic Acceptances submitted will be deemed irrevocable and subject to each of the terms and conditions contained in this FAA and the Offer Document as if this FAA has been duly completed, signed in its originality and submitted to CDP.

6. **Depositor Abroad.** If a Depositor is away from home, for example, abroad or on holiday, this FAA should, subject to the terms set out in the section entitled "Overseas Shareholders" in the Offer Document, be sent by the quickest means (for example, by express airmail) to the Depositor for completion and execution. If he has executed a power of attorney, this FAA may be signed by the attorney but the attorney's signature on this FAA must be accompanied by a statement stating that this FAA is "**signed under a power of attorney which is still in force, no notice of revocation having been received**". In the latter case, the original power of attorney or a certified true copy thereof must first be lodged with CDP and should also be lodged with this FAA for noting. No other signatures are acceptable.

7. **Deceased Securities Account Holders.**

   (i) If the sole securities account holder is deceased and if:

   (a) the grant of probate or letters of administration have been registered and lodged with CDP, this FAA must be completed and signed by all the personal representative(s) of the deceased and lodged with **GP Industries Limited** c/o **The Central Depository (Pte) Limited, by hand** at **9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588 or by post using the enclosed pre-addressed envelope at your own risk to GP Industries Limited** c/o **The Central Depository (Pte) Limited** at **Robinson Road Post Office P.O. Box 1984 Singapore 903934;** or

   (b) the grant of probate or letters of administration have not been registered and lodged with CDP, all the personal representative(s) of the deceased must personally proceed together to CDP at **9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588** to register and lodge the original grant of probate or letters of administration with CDP first, before submitting this FAA. The grant of probate or letters of administration must be registered and lodged with CDP before the personal representative(s) of the deceased can effect the transfer of the Offer Shares to which this FAA relates.

   (ii) If one of the joint securities account holders is deceased and if:

   (a) the Offer Shares are held in a joint alternate-signatory account, this FAA must be completed and signed by **ANY** surviving joint holder(s); or

   (b) the Offer Shares are held in a joint signatories account, this FAA must be completed and signed by **ALL** surviving joint holder(s),

   and lodged with **GP Industries Limited** c/o **The Central Depository (Pte) Limited, by hand** at **9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588**, accompanied by the death certificate and all other relevant documentations, in respect of the deceased holder.

8. **Disclaimer and Discretion.** Each of the Offeror, OCBC Bank and CDP will be authorised and entitled, at their sole and absolute discretion, to reject or treat as valid any acceptances of the Offer through this FAA which does not comply with the provisions and instructions contained in the Offer Document and this FAA, as the case may be, or which is otherwise incomplete, incorrect, unsigned, signed but not in its originality, or invalid in any respect. If you wish to accept the Offer, it is your responsibility to ensure that this FAA is properly completed and executed in all respects, submitted with original signature(s) and all required documents are provided. Any decision to reject or treat as valid this FAA will be final and binding and none of the Offeror, OCBC Bank or CDP accepts any responsibility or liability for such a decision, including the consequences thereof.

   Each of the Offeror, OCBC Bank and CDP reserves the right to treat acceptances of the Offer as valid if received by or on behalf of any of them at any place or places determined by them otherwise than as stated in the Offer Document or in this FAA, as the case may be, or if made otherwise than in accordance with the provisions of the Offer Document and the instructions contained in this FAA. Any decision to treat such acceptances as valid will be final and binding and none of the Offeror, OCBC Bank or CDP accepts any responsibility or liability for such a decision, including the consequences thereof.

   CDP takes no responsibility for any decision made by the Offeror or OCBC Bank. Acceptances in the form of this FAA received by the Offeror, OCBC Bank and/or CDP on a Saturday, Sunday or public holiday will only be processed and validated on the next Business Day.

9. **Risk of Posting.** All communications, notices, certificates, documents, payments and remittances to be sent to you (or your designated agent or, in the case of joint accepting Shareholders who have not designated any agent, to the one first-named in the records of CDP) will be sent by ordinary post to your address as it appears in this FAA or in the records of CDP (if no such address is indicated in this FAA) at your own risk.

10. **Conclusive Evidence.** Submission of this duly completed and signed FAA to **GP Industries Limited** c/o **The Central Depository (Pte) Limited, by hand** at **9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588 or by post using the enclosed pre-addressed envelope at your own risk to GP Industries Limited** c/o **The Central Depository (Pte) Limited** at **Robinson Road Post Office P.O. Box 1984 Singapore 903934**, shall be conclusive evidence in favour of the Offeror, the Transferee, OCBC Bank and CDP of the right and title of the person(s) signing it to deal with the same and with the Offer Shares to which it relates. Upon receipt of this FAA, CDP will transfer the Offer Shares in respect of which you have accepted the Offer from the "Free Balance" of your Securities Account to a "Suspense Account". Such Offer Shares will be held in the "Suspense Account" until the consideration for such Offer Shares has been despatched to you in the event the Offer becomes or is declared to be unconditional in all respects in accordance with its terms.

11. **Governing Law and Third Party Rights.** By completing and submitting this FAA, you agree that the agreement arising from the acceptance of the Offer by you shall be governed by, and construed in accordance with, the laws of Singapore and that you submit to the non-exclusive jurisdiction of the Singapore courts. Unless expressly provided otherwise in this FAA or the Offer Document, a person who is not a party to any contracts made pursuant to the Offer, the Offer Document and this FAA, has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce any term of such contracts. Notwithstanding any term contained herein, the consent of any third party is not required for any subsequent agreement by the parties hereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.

No acknowledgement will be given for submissions made. All communications, notices, documents, payments and remittances will be sent by ordinary post at the risk of the person(s) entitled thereto to the mailing address appearing in the records of CDP. Settlement of the consideration under the Offer will be subject to the receipt of confirmation satisfactory to the Offeror that the Offer Shares to which this FAA relate are credited to the "Free Balance" of your Securities Account and such settlement cannot be made until all relevant documents have been properly completed and lodged with GP Industries Limited c/o **The Central Depository (Pte) Limited, by hand** at **9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588 or by post using the enclosed pre-addressed envelope at your own risk to GP Industries Limited** c/o **The Central Depository (Pte) Limited** at **Robinson Road Post Office P.O. Box 1984 Singapore 903934 which is pre-paid for posting in Singapore only. It is your responsibility to affix adequate postage on the said envelope if posting outside of Singapore.**

If you do not have any existing Securities Account in your name at the time of acceptance of the Offer, your acceptance as contained in this FAA will be rejected.

By completing and submitting this FAA, you (i) consent to the collection, use and disclosure of your personal data by the Registrar, Securities Clearing and Computer Services (Pte) Ltd, CDP, CPF Board, the SGX-ST, the Offeror, OCBC Bank and the Company (collectively, the "Authorised Persons") for the purpose of facilitating your acceptance of the Offer, and in order for the Authorised Persons to comply with any applicable laws, listing rules, regulations and/or guidelines; (ii) warrant that where you disclose the personal data of another person, such disclosure is in compliance with applicable laws, listing rules, regulations and/or guidelines; and (iii) agree that you will indemnify the Authorised Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of your breach of warranty.

For reasons of confidentiality, CDP will not entertain telephone enquiries relating to the number of Offer Shares in your Securities Account. You can verify the number of GP Batteries Shares in your Securities Account: (a) through CDP Online if you have registered for CDP Internet Access Service; or (b) through CDP Phone Service if you have a T-Pin.