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浙江荣泰电工器材股份有限公司

关于开立募集资金专项账户并签订五方监管协议的公告

本公司董事会及全体董事保证本公告内容不存在任何虚假记载、误导性陈述或者重大遗漏，并对其内容的真实性、准确性和完整性承担法律责任。

近日，浙江荣泰电工器材股份有限公司（以下简称“公司”或“浙江荣泰”）与新加坡荣泰电工器材有限公司、荣泰科技(泰国)有限公司、中国工商银行（泰国）股份有限公司、东兴证券股份有限公司（以下简称“保荐机构”）共同签订《募集资金专户存储五方监管协议》，具体情况如下：

一、募集资金情况概述

根据中国证券监督管理委员会《关于同意浙江荣泰电工器材股份有限公司首次公开发行股票注册的批复》（证监许可[2023]1288号），公司首次公开发行人民币普通股（A股）股票7,000.00万股，每股发行价格为15.32元，募集资金总额为107,240.00万元，扣除各项发行费用10,234.54万元后，募集资金净额为97,005.46万元，其中超募资金总额为9,005.46万元。中汇会计师事务所（特殊普通合伙）对公司本次公开发行新股的资金到位情况进行了审验，并于2023年7月26日出具《验资报告》（中汇会验[2023]8542号）。

为规范公司募集资金管理，保护投资者权益，公司与保荐人、募集资金专户开户银行签署了监管协议，开设了募集资金专项账户，对募集资金实行专户存储。上述全部募集资金已按规定存放于公司募集资金专户。

二、募集资金专户的开立情况

公司于2024年12月11日召开的第二届董事会第三次会议和第二届监事会

第三次会议，审议通过了《关于部分募投项目延期及变更部分募投项目资金用途的议案》，同意将原募集资金投资项目“年产 240 万套新能源汽车安全件项目”达到预定可使用状态的日期，由 2024 年 12 月延期至 2026 年 12 月，并调减 25,000 万元投入建设“年产 1.8 万吨新能源汽车用云母材料及新型复合材料项目”，调减 3,000 万元投入建设“年产 50 万套新能源汽车零部件生产项目”，变更用途的募集资金总计人民币 28,000 万元。同时，此次董事会审议通过了《关于新开立募集资金专项账户并授权签署监管协议的议案》，在本次调整原募投项目的投资进度并变更部分募投项目资金用途的事项审议通过后，公司开立新的募集资金专项账户，并将按规定签署募集资金监管协议，对募集资金的存放和使用情况进行监管。董事会授权董事长或其授权人士具体办理本次开立募集资金专项账户及签署募集资金监管协议等相关事项。

公司于 2024 年 12 月 27 日召开的 2024 年第二次临时股东会审议通过了《关于部分募投项目延期及变更部分募投项目资金用途的议案》，同意调整原募投项目的投资进度并减少总投资金额，并拟将原募投项目减少的投资金额用于实施新的募投项目。

为规范公司募集资金管理，提高募集资金使用效率，切实保护投资者权益，根据《上市公司监管指引第 2 号——上市公司募集资金管理和使用的监管要求》等相关规定，荣泰科技(泰国)有限公司在中国工商银行(泰国)股份有限公司开设募集资金专项账户。公司与新加坡荣泰电工器材有限公司、荣泰科技(泰国)有限公司、中国工商银行(泰国)股份有限公司、东兴证券股份有限公司(以下简称“保荐机构”)共同签订了《募集资金专户存储五方监管协议》，对募集资金的存放和使用进行专户管理。具体情况如下：

账户名称	开户银行	账号	募集资金用途
荣泰科技(泰国)有限公司	中国工商银行(泰国)股份有限公司	5100289368	年产 1.8 万吨新能源汽车用云母材料及新型复合材料项目

三、《募集资金专户存储五方监管协议》的主要内容

(一) 协议签署主体

甲方：浙江荣泰电工器材股份有限公司(以下简称“甲方”)

Party A: Zhejiang Rongtai Electric Material Co., Ltd. (hereinafter referred to as “Party A”)

乙方：新加坡荣泰电工器材有限公司（以下简称“乙方”）

Party B: Rongtai Electric Material PTE. LTD (hereinafter referred to as “Party B”)

丙方：荣泰科技(泰国)有限公司（以下简称“丙方”）

Party C: Rongtai Technology (Thailand) Company Limited (hereinafter referred to as “Party C”)

丁方：中国工商银行（泰国）股份有限公司（以下简称“丁方”）

Party D: Industrial and Commercial Bank of China (Thai) Public Company Limited (hereinafter referred to as “Party D”)

戊方：东兴证券股份有限公司（保荐人）（以下简称“戊方”）

Party E: Dongxing Securities Co., Ltd. (Sponsor) (hereinafter referred to as “Party E”)

（二）协议主要内容

为规范甲方募集资金管理，保护投资者权益，根据有关法律法规及《上海证券交易所上市公司自律监管指引第1号——规范运作》，甲、乙、丙、丁、戊五方经协商，达成如下协议：

In order to standardize Party A’s fundraising management and protect the rights and interests of investors, Party A, Party B, Party C, Party D, and Party E have reached the following agreement through consultation in accordance with relevant laws and regulations and the *Self-regulatory Supervision of Listed Companies No. 1 – Standardized Operation, Guidelines of Shanghai Stock Exchange*:

1、丙方已在丁方下属银行开设募集资金专项账户（以下简称“专户”），账号为 5100289368，截至 2025 年 3 月 7 日，专户余额为 0 万元。该专户仅用于甲方“年产 1.8 万吨新能源汽车用云母材料及新型复合材料项目”募集资金投向项目募集资金的存储和使用，不得用作其他用途。

I. Party C has opened a special account of fundraising (hereinafter referred to as “Special Account”) with Party D, with account number 5100289368. As of 03/07/2025 (MM/DD/YYYY), the balance of the Special Account is 0 yuan. The Special Account shall be used solely for the custody and utilization of funds raised for Party A’s Project for the Annual Production of 18,000t of Mica Materials and New Composite Materials for New Energy Vehicles project and shall not be used for any other purposes.

2、甲、乙、丙、丁四方应当共同遵守相关法律、法规、规章。

II. Party A, Party B, Party C, and Party D shall jointly comply with the relevant laws, regulations, and rules applicable to it to perform its obligations under this Agreement.

3、戊方作为甲方的保荐人，应当依据有关规定指定保荐代表人或者其他工作人员对丙方募集资金使用情况进行监督。

III. Party E, as the Sponsor of Party A, shall designate a sponsoring representative or other staff members in accordance with relevant regulations to supervise the use of funds by Party C.

戊方承诺按照《证券发行上市保荐业务管理办法》、《上海证券交易所上市公司自律监管指引第1号——规范运作》以及甲方制订的募集资金管理制度对丙方募集资金的管理与使用履行保荐职责，进行持续督导工作。

Party E commits to fulfilling its sponsorship responsibilities regarding the management and use of funds by Party C in accordance with the *Measures for the Administration of the Sponsor Business of Securities Issuance and Listing and Self-regulatory Supervision of Listed Companies No. 1 – Standardized Operation, Guidelines of Shanghai Stock Exchange*, as well as the fund management system established by Party A, and supervise the work on an ongoing basis.

戊方可以采取现场调查、书面问询等方式行使其监督权。甲方、乙方、丙方和丁方应当配合戊方的调查与查询。戊方每半年度对甲方现场调查时应当同时检查专户存储情况。

Party E may exercise its supervisory rights through on-site inspections, written inquiries, and other methods. Party A, Party B, Party C, and Party D shall cooperate with Party E's inspections and inquiries. During Party E's on-site inspections of Party A every half year, the status of the Special Account shall be inspected as well.

4、甲方和丙方授权戊方指定的保荐代表人谢安、蒋文（包括其他戊方指定的其他保荐代表人）可不时地按照本协议第七条规定的流程，随时到丁方查询、复印丙方专户的资料；但条件是应向丁方提供事先通知；丁方应当及时、准确、完整地向其提供所需的有关专户的资料。

IV. Party A and Party C shall authorize the sponsoring representatives designated by Party E those are Xie An and Jiang Wen, including other sponsoring representative designated by Party E as the procedure prescribed in clause VII below of this

Agreement from time to time, to inquire about and photocopy the materials related to Party C's Special Account at Party D at any time, provided that prior notice shall be provided to Party D; Party D shall provide the required materials about the Special Account in a timely, accurate, and complete manner.

保荐代表人向丁方查询专户有关情况时应当出具本人的合法身份证明; 戊方指定的其他工作人员向丁方查询丙方专户有关情况时应当出具本人的合法身份证明和单位介绍信。

When the sponsoring representatives inquire about the Special Account, they must present the valid identification thereof. Other personnel designated by Party E who inquire about Party C's Special Account must present their valid identification and a letter of introduction from their organization.

5、丁方按月(每月最后一个银行工作日之前)向甲方和乙方出具真实、准确、完整的专户对账单,并抄送给戊方;但丙方亦应同意丁方可向甲方、乙方、戊方发送丙方的专户对账单。

V. Party D shall provide reconciliation statements of the Special Account to Parties A and B on a monthly basis (by the banking last business day of each month), and copy the same to Party E; provided that Party C also agrees and consents Party D to send Party C's the Special Account's statement to Party A, Party B and Party E.

6、丙方1次或者12个月以内累计从专户支取的金额超过5,000万元且达到发行募集资金总额扣除发行费用后的净额(以下简称“募集资金净额”)的20%的,甲方应当及时以传真方式通知戊方,同时提供专户的支出清单。

VI. If Party C withdraws an amount from the Special Account that exceeds 50 million yuan or reaches 20% of the net amount of the total raised funds after deducting issuance costs (hereinafter referred to as "Net Raised Funds") within a single instance or cumulatively within 12 months, Party A shall promptly notify Party E via fax and provide a list of expenditures from the Special Account.

7、戊方有权根据有关规定更换指定的保荐代表人。戊方更换保荐代表人的,应至少提前30天将相关证明文件书面通知丁方,同时按本协议第十三条的要求书面通知更换后保荐代表人的联系方式。更换保荐代表人不影响本协议的效力。

VII. Party E is entitled to change the designated sponsoring representative as per relevant regulations. In the event that Party E changes the sponsoring representative, it shall notify Party D in writing and in advance not less 30 days with relevant proof

documents and shall also inform Party D of the contact details of the new sponsoring representative as required by Article XIII hereof. The change of sponsoring representative shall not affect the validity of this Agreement.

8、丁方三次未及时向甲方和乙方出具对账单，以及存在未配合戊方调查专户情形的，甲方可以主动或者在戊方的要求下单方面终止本协议并注销募集资金专户。

VIII. In the event that Party D fails to provide reconciliation statements to Party A and Party B as scheduled for three times or does not cooperate with Party E's inspection of the Special Account, Party A may unilaterally terminate this Agreement and cancel the Special Account either voluntarily or at the request of Party E.

9、戊方发现甲方、乙方、丙方未按约定履行本协议的，应当在知悉有关事实后及时向上海证券交易所书面报告。

X. If Party E discovers that Party A, Party B, and Party C have failed to perform this Agreement as stipulated, it shall, without delay, report relevant facts in writing to the Shanghai Stock Exchange upon becoming aware of such circumstances.

10、本协议自甲、乙、丙、丁、戊五方法定代表人或者其授权代表签署并加盖各自单位公章之日起生效，至专户资金全部支出完毕并依法销户之日起失效。

XI. This Agreement shall take effect from the date when the legal representatives or authorized representatives of Party A, Party B, Party C, Party D and Party E sign and affix their respective official seals hereupon. It shall become invalid once all funds in the Special Account have been fully expended and the account has been closed in accordance with the law.

11、本协议可以任意数量的副本签订，每份副本均应被视为协议原件，但所有副本应一并构成同一份文书。

XII. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

各方签署本协议一式八份，甲、乙、丙、丁、戊五方各持一份，向上海证券交易所、中国证监会浙江监管局各报备一份，其余留甲方备用。

All parties shall execute this Agreement in eight copies, with each of Party A, Party B, Party C, Party D and Party E holding one copy. One copy shall be submitted to the Shanghai Stock Exchange and another to the Zhejiang Securities Regulatory

Bureau of the China Securities Regulatory Commission, while the remaining copies shall be kept in reserve by Party A.

特此公告。

浙江荣泰电工器材股份有限公司董事会

2025年3月14日