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## 浙江大胜达包装股份有限公司

### 关于签署募集资金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。

#### 一、 募集资金基本情况

浙江大胜达包装股份有限公司（以下简称“公司”）于2023年7月收到中国证券监督管理委员会出具的《关于同意浙江大胜达包装股份有限公司向特定对象发行股票注册的批复》（证监许可[2023]1455号）同意公司向特定对象发行股票的注册申请。公司向特定对象发行股票人民币普通股（A股）76,164,705股，发行价格8.50元/股，募集资金总额为647,399,992.50元，扣除保荐承销费用人民币6,800,754.71元（不含税），减除其他与发行权益性证券直接相关的不含税发行费用人民币1,602,266.94元，募集资金净额为人民币638,996,970.85元，其中增加注册资本（股本）人民币76,164,705.00元，增加资本公积（股本溢价）人民币562,832,265.85元，立信会计师事务所（特殊普通合伙）对募集资金到位情况进行了审验，出具了《验资报告》（信会师报字[2023]第ZF11085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、 本次新增开立募集资金专项账户情况

公司于2025年6月27日召开了第三届董事会第二十七次会议、第三届监事会第二十三次会议及2025年7月14日召开2025年第一次临时股东大会，审议通过了《关于变更部分募集资金投资项目的议案》，同意公司将原募投项目“纸浆模塑环保餐具智能研发生产基地项目”除预留募集资金2,611.73万元用于该项目待支付部分工程设备合同款外剩余未使用的募集资金及利息17,484.20万元（截至2025年6月19日数据，最终金额以销户结转时资金余额为准）变更至

新项目“泰国包装纸箱生产基地建设项目”。具体内容详见公司于2025年6月28日在上海证券交易所网站（www.sse.com.cn）披露的《浙江大胜达包装股份有限公司关于变更部分募集资金投资项目的公告》（公告编号:2025-032）。

公司于2025年10月29日召开第三届董事会第三十次会议、第三届监事会第二十五次会议，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》，同意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。同时，公司授权经营管理层负责办理与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。

2026年1月16日，公司第四届董事会第二次会议审议通过了《关于使用部分募集资金向子公司以增资及借款组合方式以实施募投项目的议案》，同意使用17,484.20万元（截至2025年6月19日数据，最终金额以销户结转时资金余额为准）向子公司海南大胜达投资有限公司（以下简称“海南大胜达投资”）增资约人民币16,015.60万元（具体按届时中国银行挂牌价人民币兑换泰铢汇率（中间价）作为基准换算）及将剩余的募集资金提供借款，并由海南大胜达投资向下属子公司大胜达科技发展（泰国）有限公司（以下简称“泰国大胜达”）增资约人民币16,015.60万元（具体按届时中国银行挂牌价人民币兑换泰铢汇率（中间价）作为基准换算）及将剩余的募集资金提供借款，以实施募投项目。为规范募集资金的管理和使用，保护中小投资者的权利，公司及海南大胜达投资、泰国大胜达拟新设募集资金专户，对募集资金采取专户存储。具体内容详见公司于2026年1月17日披露的《浙江大胜达包装股份有限公司关于使用部分募集资金向子公司以增资及借款组合方式以实施募投项目的公告》（公告编号:2026-003）。

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《上市公司募集资金监管规则》《上海证券交易所自律监管指引第1号——规范运作》等有关法律法规的相关规定，近日，公司与子公司海南大胜达投资有限公司、大胜达科技发展（泰国）有限公司、中国工商银行（泰国）股份有限公司、保荐机构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》（以下简称“《五方监管协议》”），上述协议与上海证券交易所《募集资金专户存储三方监管协议（范本）》不存在重大差异。

新设立募集资金专用账户情况如下：

开户主体	开户银行	账号	金额(元)	募集资金项目
大胜达科技发展(泰国)有限公司	中国工商银行(泰国)股份有限公司	5100340021	0.00	泰国包装纸箱生产基地建设项目

### 三、五方监管协议的主要内容

甲方：浙江大胜达包装股份有限公司（以下简称“甲方”）

Party A: Zhejiang Great Shengda Packaging Co.,ltd. (hereinafter referred to as "Party A")

乙方：海南大胜达投资有限公司（以下简称“乙方”）

Party B: Hainan Great Shengda Investment Co., LTD (hereinafter referred to as "Party B")

丙方：大胜达科技发展(泰国)有限公司（以下简称“丙方”）

Party C: Great Shengda Technology Development (Thailand) Co., Ltd. (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")

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《证券发行上市保荐业务管理办法》、《上市公司募集资金监管规则》、《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, the Administrative Measures for Sponsorship of Securities Issuance, Measures for the Administration of the Sponsor Business of Securities Issuance and Listing and Listing 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\_\_\_\_\_，截至\_\_\_\_年\_\_月\_\_日，专户余额为\_\_\_\_\_万元。该专户仅用于甲方“泰国包装纸箱生产基地建设项目”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 \_\_\_\_\_. As of \_\_\_\_\_(MM/DD/YYYY), the balance of the Special Account is \_\_\_\_\_ yuan. The Special Account shall be used solely for the custody and utilization of funds raised for Party A's Construction Project of Thailand Packaging Carton Production Base 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》、《上市公司募集资金监管规则》、《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 Administrative Measures for Sponsorship of Securities Issuance, 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蒋卓征、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 Jiang Zhuozheng 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等值人民币 5,000 万元（按照支出当天工商银行官网的挂牌汇率为核算基础）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 RMB(Based on the exchange rate published on ICBC's official website on the day the expenditure occurs) 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、因变更、新增募集资金账户的需要，甲方向乙方书面申请资金转出申请、丙方向乙方出具书面同意文件的，乙方应当在申请日后三个工作日内配合办理资金划转业务。

IX. In the event of changes to or establishment of new fundraising accounts, Party B shall, within three business days after the application date, cooperate in the handling of fund transfer procedures upon Party A's written application for fund disbursement and Party C's provision of written consent documents to Party B.

10、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.

11、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.

12、本协议可以签立一式多份，每份均应被视为协议原件，但所有版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。

浙江大胜达包装股份有限公司

董事会

2026 年 1 月 23 日