

芜湖伯特利汽车安全系统股份有限公司

关于签订募集资金专户存储四方监管协议的公告

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个别及连带责任。

一、募集资金基本情况

经中国证券监督管理委员会（以下简称“中国证监会”）《关于核准芜湖伯特利汽车安全系统股份有限公司公开发行可转换公司债券的批复》（证监许可〔2020〕3389号）核准，芜湖伯特利汽车安全系统股份有限公司（以下简称“公司”）向社会公开发行902万张可转换公司债券，发行价格为每张人民币100元，募集资金总额为人民币902,000,000.00元，扣除不含税发行费用人民币6,892,988.11元，募集资金净额为人民币895,107,001.89元。上述募集资金已于2021年7月5日全部到位，容诚会计师事务所（特殊普通合伙）已对公司公开发行A股可转换公司债券的募集资金到位情况进行了审验，并出具了“容诚验字[2021]230Z0149号”《验资报告》。

二、《募集资金专户存储四方监管协议》的签订情况和募集资金专户的开立情况

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》、《上海证券交易所上市公司募集资金管理办法》以及《芜湖伯特利汽车安全系统股份有限公司募集资金管理办法》等相关规定，经公司第三届董事会第五次会议审议通过《关于开设募集资金专项账户并签署监管协议的议案》，公司开设募集资金专项账户，用于本次可转换公司债券募集资金的专项存储和使用，并由公司（以下简称“甲方1”）与芜湖伯特利墨西哥有限责任公司（英文：WBTL DE SALTILLOS, de R.L. de C.V.）（以下简称“甲方2”，与甲方1合称“甲方”）与BANCO BASE S. A. I. B. M（以下简称“乙方”）及保荐机构国泰君安证券股份有限公司（以下简称“丙方”）分别签订《募集资金专户存储四方监管协议》。

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）》的要求不存在重大差异。

截至 2022 年 7 月 7 日，公司本次募集资金专户的开立及存储情况如下：

单位：人民币万元

公司	开户银行	账号	余额（含利息净收入）
芜湖伯特利墨西哥 有限责任公司	BANCO BASE S. A. I. B. M	145580004743235018	0.00
		145580004743201026	0.00
合计			0.00

三、《募集资金专户存储四方监管协议》的主要内容

甲方与乙方、丙方签订的《募集资金专户存储四方监管协议》的主要内容如下：

（一）甲方已在乙方指定的营业机构开设募集资金专项账户（以下简称“专户”），账号为 145580004743235018、145580004743201026。该专户仅用于甲方 2021 年公开发行可转换公司债券募集资金投资项目之募集资金的存储和使用，不得用作其他用途。

Party A has opened a special account (hereinafter referred to as "special account") for the raised funds in the business institution designated by Party B, with account numbers 145580004743235018 and 145580004743201026. The special account shall be used only for the storage and use of proceeds from the public offering of convertible bonds in 2021 and shall not be used for other purposes.

（二）甲乙双方应当共同遵守《中华人民共和国票据法》、《支付结算办法》、《人民币银行结算账户管理办法》等法律、法规、规章。

Party A and Party B shall jointly observe the laws, rules and regulations such as "Bills Law of the People's Republic of China", "Payment and Settlement Measures" and "Measures for the Administration of RMB Bank Settlement Accounts".

（三）丙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其他工作人员对甲方募集资金使用情况进行监督。

Party C, as the sponsor of Party A, shall appoint a sponsor representative or other staff to supervise the use of Party A's proceeds in accordance with the relevant regulations.

丙方承诺按照《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募集资金管理办法（2013年修订）》以及甲方制订的募集资金管理制度对甲方募集资金管理事项履行保荐职责，进行持续督导工作。

Party C undertakes to perform sponsorship duties and continuous supervision on the management of Party A's raised funds in accordance with the "Measures for the Management of Sponsorship Business of Securities Issuance and Listing", "Measures for the Management of raised funds of Listed Companies on Shanghai Stock Exchange (Revised 2013)" and raised funds management system formulated by Party A.

丙方可以采取现场调查、书面问询等方式行使其监督权。甲方和乙方应当配合丙方的调查与查询。丙方至少每半年度对甲方募集资金的存放和使用情况进行一次现场检查。

Party C may exercise its supervision rights by means of on-site investigation and written inquiries. Party A and Party B shall cooperate with Party C's investigation and inquiry. Party C shall conduct on-site inspection on the deposit and use of Party A's raised funds at least once every half year.

（四）甲方授权丙方指定的保荐代表人蔡虎、俞君钦可以随时到乙方查询、复印甲方专户的资料；乙方应当及时、准确、完整地向其提供所需的有关专户的资料。

Party A authorizes Party C's designated sponsor representatives, Cai Hu and Yu Juntao, to inquire and copy the information of Party A's special account at any time; Party B shall provide the required information of the special account to Party B in a timely, accurate and complete manner.

保荐代表人向乙方查询甲方专户有关情况时应当出具本人的合法身份证明；丙方指定的其他工作人员向乙方查询甲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 sponsor representative inquires Party B about Party A's special account, he/she shall present his/her legal identity certificate; when other staff designated by Party C inquires Party B about Party A's special account, he/she shall present his/her legal identity certificate and unit referral letter.

(五) 乙方按月(每月 10 日前)通过电子邮件形式向甲方出具真实、准确、完整的电子版专户对账单(加盖乙方印章),并抄送给丙方。

Party B shall issue true, accurate and complete electronic account statements (with Party B's seal) to Party A by e-mail on a monthly basis (before the 10th day of each month), and copy to Party C.

(六) 甲方 1 次或 12 个月以内累计从专户支取的金额超过 5,000 万元,甲方应当及时以电子邮件方式通知丙方,同时提供专户的支出清单。

Party A shall promptly notify Party C by email if the total amount drawn from the special account exceeds RMB 50 million on one occasion or within 12 months, and at the same time provide Party C with a list of expenditures from the special account.

(七) 丙方有权根据有关规定更换指定的保荐代表人。丙方更换保荐代表人的,应当将相关证明文件书面通知乙方,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。

Party C has the right to change the designated sponsor representative in accordance with the relevant regulations. If Party C replaces the sponsor representative, it shall notify Party B in writing of the relevant supporting documents and at the same time notify in writing the contact information of the replaced sponsor representative as required by Article 13 of this Agreement. The replacement of the sponsor representative shall not affect the validity of this Agreement.

(八) 乙方连续三次未及时向甲方出具对账单,以及存在未配合丙方调查专户情形的,甲方有权主动或在丙方的要求下单方面终止本协议并注销募集资金专户。

Party B shall have the right to unilaterally terminate this Agreement and

cancel the special account for issue proceeds at its own initiative or at the request of Party C if Party B fails to issue statements to Party A in a timely manner for three consecutive times and if Party B fails to cooperate with Party C in the investigation of the special account.

(九) 如果甲方因涉嫌发行申请或者信息披露文件存在虚假记载、误导性陈述或者重大遗漏, 被中国证监会立案调查、行政处罚或被移送司法机关的, 甲方同意丙方有权要求乙方按照丙方指令(需同时提供相应证明文件)在上述事项发生时立即对专户资金采取冻结等处置行为。查处结束后, 解除上述冻结等处置措施。

If Party A is suspected of having false records, misleading statements or material omissions in the issue application or information disclosure documents, and is investigated by the CSRC, or is subject to administrative penalties or referred to judicial authorities, Party A agrees that Party B has the right to request Party C to take disposal actions such as freezing the funds in the special account immediately upon the occurrence of the above matters in accordance with the instruction of Party C (which must also provide corresponding supporting documents). After the investigation and handling, the above disposal measures such as freezing will be lifted.

(十) 丙方发现甲方、乙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。

If Party C finds that Party A or Party B fails to perform this Agreement as agreed, it shall promptly report in writing to the Shanghai Stock Exchange after becoming aware of the relevant facts.

(十一) 本协议自甲、乙、丙三方法定代表人、负责人或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。

This Agreement shall take effect on the date of signing by the legal representatives or persons in charge of Party A, B and C or their authorized representatives and stamped with the official seal of their respective units, and shall expire on the date when all the funds in the special account have been

expended and the account has been cancelled in accordance with the law.

四、备查文件

《募集资金专户存储四方监管协议》。

特此公告。

芜湖伯特利汽车安全系统股份有限公司

董 事 会

2022年7月9日