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HAIDILAO INTERNATIONAL HOLDING LTD.

海底捞国际控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 6862)

**CONNECTED TRANSACTION
PROVISION OF FINANCIAL ASSISTANCE FOR OUR CONTROLLING
SHAREHOLDER, EXECUTIVE DIRECTOR, CHAIRMAN OF
THE BOARD AND CHIEF EXECUTIVE OFFICER**

**PROVISION OF FINANCIAL ASSISTANCE FOR OUR CONTROLLING
SHAREHOLDER, EXECUTIVE DIRECTOR, CHAIRMAN OF THE BOARD AND CHIEF
EXECUTIVE OFFICER**

On October 12, 2026, Mr. Zhang and our Company, entered into the Loan Agreement, pursuant to which, our Company, as the lender, agreed to grant Mr. Zhang, as the borrower, a loan facility in a principal amount in HKD up to the equivalent of RMB100,000,000 for a term of one month (i.e. 30 days) at an interest rate of one-month HIBOR plus 60 basis points.

LISTING RULES IMPLICATION

As at the date of this announcement, Mr. Zhang is our Controlling Shareholder, executive Director, chairman of the Board and chief executive officer and is therefore a connected person of the Company. Accordingly, the provision of the Loan by our Company to Mr. Zhang constitutes financial assistance provided by the Group to a connected person and thus a connected transaction of the Company under Chapter 14A of the Listing Rules.

As the highest of the applicable percentage ratios set out in Rule 14.07 of the Listing Rules in respect of the Loan is more than 0.1% but less than 5%, the transaction contemplated under the Loan Agreement is subject to the reporting and announcement requirements but exempt from the circular (including independent financial advice) and shareholders' approval requirements under Chapter 14A of the Listing Rules.

**PROVISION OF FINANCIAL ASSISTANCE FOR OUR CONTROLLING SHAREHOLDER,
EXECUTIVE DIRECTOR, CHAIRMAN OF THE BOARD AND CHIEF EXECUTIVE
OFFICER**

The Board announces that, on October 12, 2026, our Company, as the lender, entered into the Loan Agreement with Mr. Zhang, as the borrower, pursuant to which our Company agreed to provide Mr. Zhang with the Loan. The major terms of the Loan Agreement are summarized below.

Date:	October 12, 2026
Parties:	(1) our Company; and (2) Mr. Zhang (as borrower), our Controlling Shareholder, executive Director, chairman of the Board and chief executive officer.
Principal amount:	An amount in HKD up to the equivalent of RMB100,000,000, subject to the amount actually paid by our Company. The HKD amount shall be converted at the central parity rate of HKD against RMB published by the China Foreign Exchange Trade System on the business day immediately preceding the drawdown date.
Drawdown:	The Loan shall be advanced in a lump sum to the designated account of Mr. Zhang within three business days after the signing of the Loan Agreement.
Term:	One month (i.e. 30 days) commencing from the date on which the Loan is actually paid by our Company.
Interest rate:	One-month HIBOR plus 60 basis points, which the parties consider to be in line with the prevailing market rate for commercial loans of a similar term and higher than the interest rate of our Company's HKD deposit of the same term. Interest shall accrue from the drawdown date and be payable together with the principal on the maturity date. Overdue amounts shall bear a late payment charge calculated at the borrowing rate plus 2% (or such other overdue rate as may be agreed by the parties).
Repayment:	Unless otherwise agreed, Mr. Zhang shall repay the entire principal and accrued interest in one lump sum on the maturity date. Mr. Zhang may prepay the Loan by giving our Company not less than three business days' prior written notice.
Use of proceeds:	The Loan shall be used solely for Mr. Zhang's personal financial arrangements, and shall not be used for (i) any illegal activities; (ii) the purchase of Shares of our Company; (iii) the provision of loans, guarantees or financial assistance to any third party; or (iv) any purpose in breach of the Listing Rules or regulatory requirements. Our Company shall have the right to monitor Mr. Zhang's use of the Loan.
Security:	The Loan is unsecured. If the parties agree that security is required, separate security documents shall be entered into, covering the principal, interest, overdue interest, liquidated damages and all costs incurred by our Company in enforcing its rights.

**Mandatory
prepayment:**

Our Company is entitled to require Mr. Zhang to immediately repay all outstanding principal, interest and liquidated damages (or, with the written consent of our Company, to perform a separately agreed repayment plan) upon the occurrence of certain events, including (i) misuse of the Loan or failure to provide information on the use of the Loan after written demand; (ii) material debt default, being listed as a dishonest judgment debtor, material litigation, arbitration or enforcement proceedings against his assets, or any other material adverse change in his financial condition which may affect his repayment ability; (iii) the pledge, freezing or judicial disposal of the Shares held by Mr. Zhang, or any material change in his capacity as a substantial shareholder, Director or senior management of the Company which may affect his repayment ability; or (iv) any other breach of the Loan Agreement resulting in failure to repay on time.

REASONS FOR AND BENEFITS OF THE FINANCIAL ASSISTANCE

The Loan will be funded by the internal resources of the Group. The Group has sufficient funds and the provision of the Loan will not affect the Group's daily operations and business development. The interest rate of the Loan, being one-month HIBOR plus 60 basis points, is determined with reference to the prevailing market rate for commercial loans of a similar term and is expected to generate interest income for the Group which is higher than the return on the Group's temporary surplus cash resources and is beneficial to the Group and the Shareholders as a whole. In addition, the short term of the Loan, the restrictions on use of proceeds and our Company's rights to monitor the use of the Loan and to demand mandatory prepayment safeguard the interests of the Group.

Taking into account the above, the Directors (excluding Mr. Zhang, who has abstained from voting, but including the independent non-executive Directors) are of the view that, although the Loan Agreement has not been entered into in the ordinary and usual course of business of the Group, it has been entered into on normal commercial terms or better, and that the terms of the Loan Agreement are fair and reasonable and, having considered the relevant factors, in the interests of the Company and its Shareholders as a whole.

INFORMATION OF THE PARTIES

Our Company is a company incorporated under the laws of the Cayman Islands with limited liability on July 14, 2015 and is the holding company of our Group. The Group is principally engaged in the hot pot restaurant business and other catering business.

As of the date of this announcement, Mr. Zhang is our Controlling Shareholder, executive Director, chairman of the Board and chief executive officer and as such, Mr. Zhang is a connected person of the Company under Chapter 14A of the Listing Rules. As at the date of this announcement, Mr. Zhang is interested in 2,536,711,393 Shares, representing 45.51% of the Company's total issued share capital.

LISTING RULES IMPLICATION

As at the date of this announcement, Mr. Zhang is our Controlling Shareholder, executive Director, chairman of the Board and chief executive officer and is therefore a connected person of the Company under Chapter 14A of the Listing Rules. Accordingly, the provision of the Loan by our Company to Mr. Zhang constitutes financial assistance provided by the Group to a connected person and thus a connected transaction of the Company under Chapter 14A of the Listing Rules.

As the highest of the applicable percentage ratios set out in Rule 14.07 of the Listing Rules in respect of the Loan is more than 0.1% but less than 5%, the transaction contemplated under the Loan Agreement is subject to the reporting and announcement requirements, but exempt from the circular (including independent financial advice) and shareholders' approval requirements under Chapter 14A of the Listing Rules.

BOARD APPROVAL

Mr. Zhang, being the borrower under the Loan Agreement, has abstained from voting on the Board resolutions approving the Loan Agreement and the transaction contemplated thereunder. Save as disclosed above, to the best knowledge, information and belief of the Directors after having made all reasonable enquiries, no other Director has a material interest in the Loan Agreement, and no other Director has abstained from voting on the relevant Board resolutions.

DEFINITIONS

In this announcement, the following expressions shall, unless the context requires otherwise, have the following meanings:

“Board”	the board of Directors
“business day(s)”	a day other than a statutory holiday or a rest day in the PRC
“Company” or “our Company”	Haidilao International Holding Ltd. (海底捞国际控股有限公司), a company incorporated under the laws of the Cayman Islands with limited liability on July 14, 2015 and, except where the context otherwise requires, all of its subsidiaries
“connected person(s)”	has the meaning ascribed thereto under the Listing Rules
“Controlling Shareholder(s)”	has the meaning ascribed thereto under the Listing Rules
“Director(s)”	director(s) of the Company
“Group” or “our Group”	the Company and its subsidiaries

“HKD”	the lawful currency of the Hong Kong Special Administrative Region of the People’s Republic of China
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time
“Loan”	the loan in a principal amount in HKD up to the equivalent of RMB100,000,000 to be provided by our Company to Mr. Zhang pursuant to the Loan Agreement
“Loan Agreement”	the loan agreement dated October 12, 2026 entered into between our Company and Mr. Zhang in respect of the Loan
“Mr. Zhang”	Mr. Zhang Yong (張勇), our Controlling Shareholder, executive Director, chairman of the Board and chief executive officer
“one-month HIBOR”	the Hong Kong dollar one-month Hong Kong Interbank Offered Rate published by The Hong Kong Association of Banks (HKAB), as determined by reference to the corresponding rate published on the drawdown date
“PRC” or “China”	People’s Republic of China, but for the purpose of this announcement and for geographical reference only and except where the context requires otherwise, references in this announcement to “China” and the “PRC” do not apply to Hong Kong, Macau and Taiwan
“RMB”	Renminbi, the lawful currency of the PRC
“Share(s)”	ordinary share(s) in the share capital of the Company with nominal value of USD0.000005 each
“Shareholder(s)”	the holder(s) of the Shares of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary”	has the meaning ascribed thereto under the Listing Rules
“substantial shareholder”	has the meaning ascribed thereto under the Listing Rules

“we”, “us” or “our” the Company or the Group, as the context requires

“%” percentage

By order of the Board
Haidilao International Holding Ltd.
Zhang Yong
Chairman

Hong Kong, October 12, 2026

As of the date of this announcement, the Board of Directors of the Company comprises Mr. Zhang Yong as the Chairman and executive Director; Mr. Zhou Zhaocheng as the Vice Chairman and executive Director; Mr. Li Peng, Ms. Li Nana, Ms. Zhu Yinhua, Ms. Jiao Defeng and Ms. Zhu Xuanyi as executive Directors; and Dr. Chua Sin Bin, Mr. Hee Theng Fong, Mr. Qi Daqing, Dr. Ma Weihua, Mr. Wu Xiaoguang and Mr. Zhang Junjie as Independent Non-executive Directors.