
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

Amber International Holding Limited

(Name of Issuer)

Class A Ordinary Shares, par value of \$0.001 per share

(Title of Class of Securities)

45113Y203

(CUSIP Number)

Yuao Wu (Michael)
Amber International Holding Limited, 1 Wallich Street, #30-02 Guoco Tower
Singapore, U0, 078881
65 60220228

Yi Gao, Esq.
Simpson Thacher & Bartlett, 35th Floor, ICBC Tower, 3 Garden Road, Central
Hong Kong, K3, 00000
852-2514-7600

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

03/12/2025

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 45113Y203

Amber Global Limited

Check the appropriate box if a member of a Group (See Instructions)

2

(a)

(b)

3

SEC use only

Source of funds (See Instructions)

4

SC, OO

Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5

Citizenship or place of organization

6

CAYMAN ISLANDS

Sole Voting Power

7

0.00

Number of
Shares

Shared Voting Power

Beneficially 8

Owned by

309,834,744.00

Each

Sole Dispositive Power

Reporting 9

Person

0.00

With:

Shared Dispositive Power

10

309,834,744.00

Aggregate amount beneficially owned by each reporting person

11

309,834,744.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12

Percent of class represented by amount in Row (11)

13

68.4 %

Type of Reporting Person (See Instructions)

14

CO

Comment for Type of Reporting Person: Rows 8, 10 and 11 - Represents 309,834,744 Class A Ordinary Shares held by Amber Global Limited. Row 13 - The percentage of the class of securities beneficially owned by such reporting person is calculated based on 416,445,413 Class A Ordinary Shares and 36,233,237 Class B Ordinary Shares, issued and outstanding as of March 12, 2025, as reported in the Issuer's Form 6-K dated March 12, 2025.

SCHEDULE 13D

CUSIP No. 45113Y203

Name of reporting person

1

Yuao Wu (Michael)

Check the appropriate box if a member of a Group (See Instructions)

2

(a)

(b)

3

SEC use only

Source of funds (See Instructions)

4

SC, OO

5 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

Citizenship or place of organization

6

HONG KONG

Sole Voting Power

7

0.00

Number of
Shares

Shared Voting Power

Beneficially 8

Owned by

346,067,981.00

Each

Sole Dispositive Power

Reporting 9

Person

0.00

With:

Shared Dispositive Power

10

346,067,981.00

Aggregate amount beneficially owned by each reporting person

11

346,067,981.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12

Percent of class represented by amount in Row (11)

13

76.4 %

Type of Reporting Person (See Instructions)

14

IN

Comment for Type of Reporting Person: Rows 8, 10 and 11 - Represents (i) 309,834,744 Class A Ordinary Shares held by Amber Global Limited, and (ii) 36,233,237 Class B Ordinary Shares held by Amber Fort Limited. Each Class B ordinary share is convertible into one Class A ordinary share at any time at the option of the holder thereof. Each Class B Ordinary Share is entitled to 30 votes per share, and each Class A Ordinary Share is entitled to one vote per share. Mr. Yuao Wu (Michael) is the sole director of Amber Fort Limited and may be deemed to be a beneficial owner of all the shares held by Amber Global Limited by virtue of his entitlement to appoint a majority of the board of directors of Amber Global Limited. Row 13 - The percentage of the class of securities beneficially owned by such reporting person is calculated based on 416,445,413 Class A Ordinary Shares and 36,233,237 Class B Ordinary Shares, issued and outstanding as of March 12, 2025, as reported in the Issuer's Form 6-K dated March 12, 2025.

SCHEDULE 13D

CUSIP No. 45113Y203

Name of reporting person

1

Amber Fort Limited

Check the appropriate box if a member of a Group (See Instructions)

2

(a)

(b)

3

SEC use only

Source of funds (See Instructions)

4

SC, OO

Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5

6

Citizenship or place of organization

CAYMAN ISLANDS

7 Sole Voting Power
0.00
Number of Shares Beneficially Owned by Each Reporting Person With: 8 Shared Voting Power
346,067,981.00
9 Sole Dispositive Power
0.00
10 Shared Dispositive Power
346,067,981.00
11 Aggregate amount beneficially owned by each reporting person
346,067,981.00
12 Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

13 Percent of class represented by amount in Row (11)
76.4 %
14 Type of Reporting Person (See Instructions)
CO

Comment for Type of Reporting Person: Rows 8, 10 and 11 - Represents (i) 309,834,744 Class A Ordinary Shares held by Amber Global Limited, and (ii) 36,233,237 Class B Ordinary Shares held by Amber Fort Limited. Each Class B ordinary share is convertible into one Class A ordinary share at any time at the option of the holder thereof. Each Class B Ordinary Share is entitled to 30 votes per share, and each Class A Ordinary Share is entitled to one vote per share. Amber Fort Limited may be deemed to be a beneficial owner of all the shares held by Amber Global Limited by virtue of its entitlement to appoint a majority of the board of directors of Amber Global Limited jointly with Amber Primary Unit Holding Limited. Row 13 - The percentage of the class of securities beneficially owned by such reporting person is calculated based on 416,445,413 Class A Ordinary Shares and 36,233,237 Class B Ordinary Shares, issued and outstanding as of March 12, 2025, as reported in the Issuer's Form 6-K dated March 12, 2025.

SCHEDULE 13D

CUSIP No. 45113Y203

1 Name of reporting person
Amber Primary Unit Holding Limited
Check the appropriate box if a member of a Group (See Instructions)
2 (a)
 (b)
3 SEC use only
Source of funds (See Instructions)
4 SC, OO
5 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

6 Citizenship or place of organization
VIRGIN ISLANDS, BRITISH
Number of Shares Beneficially Owned by 7 Sole Voting Power
0.00

Each Reporting Person With:	8	Shared Voting Power
		309,834,744.00
		Sole Dispositive Power
	9	0.00
		Shared Dispositive Power
	10	309,834,744.00
		Aggregate amount beneficially owned by each reporting person
11		309,834,744.00
		Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
12		<input type="checkbox"/>
		Percent of class represented by amount in Row (11)
13		68.4 %
		Type of Reporting Person (See Instructions)
14		CO

Comment for Type of Reporting Person: Rows 8, 10 and 11 - Represents 309,834,744 Class A Ordinary Shares held by Amber Global Limited. Amber Primary Unit Holding Limited may be deemed to be a beneficial owner of all the shares held by Amber Global Limited by virtue of its entitlement to appoint a majority of the board of directors of Amber Global Limited jointly with Amber Fort Limited. Row 13 - The percentage of the class of securities beneficially owned by such reporting person is calculated based on 416,445,413 Class A Ordinary Shares and 36,233,237 Class B Ordinary Shares, issued and outstanding as of March 12, 2025, as reported in the Issuer's Form 6-K dated March 12, 2025.

SCHEDULE 13D

Item 1. Security and Issuer

Title of Class of Securities:

(a) Class A Ordinary Shares, par value of \$0.001 per share

Name of Issuer:

(b) Amber International Holding Limited

Address of Issuer's Principal Executive Offices:

(c) 1 Wallich Street, #30-02 Guoco Tower, Singapore, SINGAPORE , 078881.

Item 1 Comment: This Statement on Schedule 13D relates to the Class A ordinary shares, par value US\$0.001 each (the "Class A Ordinary Shares"), of Amber International Holding Limited, a Cayman Islands company (the "Issuer"). The ordinary shares of the Issuer consist of Class A Ordinary Shares (including Class A Ordinary Shares represented by ADSs) and Class B ordinary shares, par value US\$0.001 each (the "Class B Ordinary Shares"). Each Class B Ordinary Share is convertible into one Class A Ordinary Share at any time by the holder thereof. Class A Ordinary Shares are not convertible into Class B Ordinary Shares under any circumstances. The ADSs of the Issuer, each representing five Class A Ordinary Shares, are listed on the NASDAQ Global Market under the symbol "AMBR."

Item 2. Identity and Background

(a) This Schedule 13D is being filed jointly by Amber Global Limited, Mr. Yuao Wu (Michael), Amber Fort Limited and Amber Primary Unit Holding Limited (together, the "Reporting Persons" and each, a "Reporting Person"). The agreement between the Reporting Persons relating to the joint filing is attached hereto as Exhibit 99.1.

(b) Amber Global Limited is principally an investment holding vehicle and a company organized and existing under the laws of the Cayman Islands. Mr. Yuao Wu (Michael) may be deemed to be a beneficial owner of all the shares held by Amber Global Limited by virtue of his entitlement to appoint a majority of the board of directors of Amber Global Limited. Amber Global Limited's registered office is at Vistra (Cayman) Limited, P.O. Box 31119, Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1-1205, Cayman Island. Mr. Yuao Wu (Michael) is the chairman of the board and co-founder of Amber Group. Mr. Yuao Wu (Michael) is a citizen of Hong Kong and has a principal business office at 1 Wallich Street, #30-02 Guoco Tower, Singapore 078881. Amber Fort Limited is principally an investment holding vehicle and a company organized and existing under the laws of the Cayman Islands. Amber Fort Limited may be deemed to be a beneficial owner of all the shares held by Amber Global Limited by virtue of its entitlement to appoint a majority of the board of directors of Amber Global Limited jointly with

Amber Primary Unit Holding Limited. Mr. Yuao Wu (Michael) is the sole director of Amber Fort Limited. Amber Fort Limited's registered office is at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands. Amber Primary Unit Holding Limited is principally an investment holding vehicle and a company organized and existing under the laws of the British Virgin Islands. Amber Primary Unit Holding Limited may be deemed to be a beneficial owner of all the shares held by Amber Global Limited by virtue of its entitlement to appoint a majority of the board of directors of Amber Global Limited jointly with Amber Fort Limited. Mr. Yuao Wu (Michael) is the sole director of Amber Primary Unit Holding Limited. Amber Primary Unit Holding Limited's registered office is at Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands.

(c) See Item 2(b) above.

(d) During the last five years no Reporting Person has: (i) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(e) See Item 2(d) above.

(f) See Item 2(b) above.

Item 3. Source and Amount of Funds or Other Consideration

On November 29, 2024, iClick Interactive Asia Group Limited ("ICLK"), entered into a definitive Agreement and Plan of Merger (the "Merger Agreement") with Overlord Merger Sub Ltd. ("Merger Sub"), a Cayman Islands exempted company and a direct, wholly owned subsidiary of ICLK and Amber DWM Holding Limited ("Amber DWM"), a Cayman Islands exempted company and the holding entity of Amber Group's digital wealth management business, known as Amber Premium ("Amber Premium"), which contemplated that Merger Sub merges with and into Amber DWM, with Amber DWM continuing as the surviving entity and becoming a wholly-owned subsidiary of ICLK (the "Merger"), and the shareholders of Amber DWM exchanges all of the issued and outstanding share capital of Amber DWM for a mixture of newly issued Class A and Class B ordinary shares of ICLK on the terms and conditions set forth therein in a transaction exempt from the registration requirements under the Securities Act of 1933. A copy of the Merger Agreement was attached as Exhibit 99.2 to the Issuer's current report on Form 6-K furnished to the SEC on November 29, 2024 and incorporated herein by reference. On March 12, 2025, ICLK, Merger Sub, Amber DWM, WFTL and Amber Global Limited entered to an Amendment, Waiver and Framework Agreement (the "Framework Agreement") to amend and waive certain closing conditions to the Merger, and to provide for alternative arrangements that would afford ICLK with substantially the same economic benefits as the transactions contemplated under the Merger Agreement. Copies of the Framework Agreement and that certain intercompany services agreements entered into pursuant to the Framework Agreement were attached as Exhibits 99.2, 99.3 and 99.4 to the Issuer's current report on Form 6-K furnished to the SEC on March 12, 2025 and incorporated herein by reference. The Merger was consummated on March 12, 2025. In connection with the Merger, ICLK has changed its corporate name to "Amber International Holding Limited". Following the consummation and as a result of the Merger, Amber DWM's business is wholly owned by the Issuer. As a result of the Merger, Amber DWM's shareholders and ICLK's shareholders (including holders of ADSs), in each case, immediately prior to the Merger, owned approximately 90% and 10%, respectively, of the outstanding shares of the combined company, or approximately 97% and 3% voting power, respectively.

Item 4. Purpose of Transaction

The information set forth or incorporated in Item 3 is hereby incorporated by reference in its entirety. The purpose of the Merger was to enable the Issuer to acquire 100% control of Amber DWM's business in a transaction in which the holders of securities of Amber DWM would receive the Issuer's ordinary shares. In connection with the Merger, the Issuer entered into certain lock-up agreements with certain shareholders of the Issuer immediately following the consummation of the Merger (including Amber Fort Limited and Amber Global Limited) pursuant to which such shareholders have agreed not to transfer the shares received in consideration of the Merger for a period of 12 months following the Closing (the "Lock-Up Agreement"). Immediately after the Effective Time, the Board consists of six directors, each designated by Amber DWM. Except as set forth in this Schedule 13D, none of the Reporting Persons has any present intention to acquire additional securities of the Issuer. They intend to review their respective investment on a regular basis and, as a result thereof, may at any time or from time to time determine, either alone or as part of a group, (i) to acquire additional securities of the Issuer, through open market purchases, privately negotiated transactions or otherwise, (ii) to dispose of all or a portion of the securities of the Issuer owned by them in the open market, in privately negotiated transactions or otherwise or (iii) to take any other available course of action, which could involve one or more of the types of transactions or have one or more of the results specified in clauses (a) through (j) of Item 4 of Schedule 13D under the Exchange Act, as amended. Any such acquisition or disposition or other transaction would be made in compliance with all applicable laws and regulations. Notwithstanding anything contained herein, the Reporting Persons specifically reserve the right to change its intention with respect to any or all of such matters. In reaching any decision as to their respective course of action (as well as to the specific elements thereof), each Reporting Person currently expects that it would take into consideration a variety of factors, including, but not limited to, the following: the Issuer's business and prospects; other developments concerning the Issuer and its businesses generally; other business opportunities available to such Reporting Person; changes in law and government regulations; general economic conditions; and liquidity and stock market conditions, including the market price of the securities of the Issuer.

Item 5. Interest in Securities of the Issuer

(a) The responses of each Reporting Person to Rows 7 through 13 of the cover pages of this Schedule 13D are hereby

incorporated by reference into this Item 5. Except as otherwise stated herein, each Reporting Person expressly disclaims any beneficial ownership of the Class A Ordinary Shares held by each other Reporting Person. In addition, the Reporting Persons collectively own approximately 92.9% of the voting power of the Issuer following the consummation and as a result of the Merger.

(b) See Item 5(a) above.

(c) Except as disclosed in this Schedule 13D, none of the Reporting Persons has effected any transaction in the Class A Ordinary Shares during the 60 days preceding the date hereof.

(d) Except as disclosed in this Schedule 13D, to the best knowledge of the Reporting Persons, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Class A Ordinary Shares beneficially owned by any of the Reporting Persons.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

The disclosure under Item 3 and 4 is incorporated herein by reference in its entirety.

Item 7. Material to be Filed as Exhibits.

99.1 Joint Filing Agreement dated March 19, 2025 by and between the Reporting Persons 99.2 Agreement and Plan of Merger, dated as of November 29, 2024, by and among iClick Interactive Asia Group Limited, Overlord Merger Sub Ltd., and Amber DWM Holding Limited (incorporated by reference to Annex A to the proxy statement furnished as Exhibit 99.2 to current report on Form 6-K furnished by the Issuer to the SEC on December 19, 2024) 99.3 Amendment, Waiver and Framework Agreement, dated as of March 12, 2025, by and among iClick Interactive Asia Group Limited, Overlord Merger Sub Ltd., Amber DWM Holding Limited, Amber Global Limited and WhaleFin Technologies Limited (incorporated by reference to Exhibit 99.2 to current report on Form 6-K furnished by the Issuer to the SEC on March 12, 2025) 99.4 Intercompany Services Agreement, dated as of March 12, 2025, by and among Amber Match Limited and Sparrow Holdings Pte. Ltd. (incorporated by reference to Exhibit 99.3 to current report on Form 6-K furnished by the Issuer to the SEC on March 12, 2025) 99.5 Intercompany Services Agreement, dated as of March 12, 2025, by and among Amber Match Limited and WhaleFin Technologies Limited (incorporated by reference to Exhibit 99.4 to current report on Form 6-K furnished by the Issuer to the SEC on March 12, 2025) 99.6 Lock-Up Agreement, dated as of November 29, 2024, by and among iClick Interactive Asia Group Limited, Amber Global Limited and certain other parties thereto 99.7 Lock-Up Agreement, dated as of March 12, 2025, by and between iClick Interactive Asia Group Limited and Amber Fort Limited

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Amber Global Limited

Signature: /s/ Yuao Wu (Michael)
Name/Title: Yuao Wu (Michael), Director
Date: 03/19/2025

Yuao Wu (Michael)

Signature: /s/ Yuao Wu (Michael)
Name/Title: Yuao Wu (Michael)
Date: 03/19/2025

Amber Fort Limited

Signature: /s/ Yuao Wu (Michael)
Name/Title: Yuao Wu (Michael), Director
Date: 03/19/2025

Amber Primary Unit Holding Limited

Signature: /s/ Yuao Wu (Michael)
Name/Title: Yuao Wu (Michael), Director
Date: 03/19/2025

JOINT FILING AGREEMENT

PURSUANT TO RULE 13D-1(K)(1)

In accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing with all other Reporting Persons (as such term is defined in the Schedule 13D referred to below) on behalf of each of them of a statement on Schedule 13D (including amendments thereto executed by each of them) with respect to the Class A ordinary shares, par value of \$0.001 per share, of Amber International Holding Limited, a company incorporated in the Cayman Islands, and that this Agreement may be included as an exhibit to such joint filing.

Each of the undersigned is responsible for the timely filing of such statement and any amendments thereto, and for the completeness and accuracy of the information concerning such person contained therein; but none of them is responsible for the completeness or accuracy of the information concerning the other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate.

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

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on March 19, 2025.

[Signature Page Follows]

AMBER GLOBAL LIMITED

By: /s/ Yuao Wu (Michael)

Name: Yuao Wu (Michael)

Title: Director

YUAO WU (MICHAEL)

By: /s/ Yuao Wu (Michael)

Name: Yuao Wu (Michael)

AMBER FORT LIMITED

By: /s/ Yuao Wu (Michael)

Name: Yuao Wu (Michael)

Title: Director

AMBER PRIMARY UNIT HOLDING LIMITED

By: /s/ Yuao Wu (Michael)

Name: Yuao Wu (Michael)

Title: Director

[Joint Filing Agreement]

LOCK-UP AGREEMENT

This Lock-Up Agreement (as may be amended, supplemented, modified and varied from time to time in accordance with the terms herein, this "Agreement") is made as of November 29, 2024 by and among iClick Interactive Asia Group Limited, a Cayman Islands exempted company ("ICLK"), and the undersigned ("Holder").

WHEREAS, contemporaneously with the execution and delivery of this Agreement, ICLK, Overlord Merger Sub Ltd., a Cayman Islands exempted company and a direct, wholly owned subsidiary of ICLK ("Merger Sub") and Amber DWM Holding Limited, a Cayman Islands exempted company ("DWM") are entering into an Agreement and Plan of Merger (as the same may be amended from time to time, the "Merger Agreement"), pursuant to which, at the Closing, Merger Sub shall be merged with and into DWM, with DWM surviving as a direct wholly owned subsidiary of ICLK (the "Merger");

WHEREAS, it is contemplated that Holder will receive certain New Ordinary Shares upon the consummation of the Merger in accordance with the terms and conditions of the Merger Agreement (the "Transaction Shares");

WHEREAS, in connection with the Merger Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties desire to enter into this Agreement, pursuant to which the Transaction Shares to be received by Holder as consideration for the Merger at Closing (all such Transaction Shares held or received by Holder as Merger Consideration, together with, if applicable, any securities paid as dividends or distributions with respect to such securities or into which such securities are exchanged or converted, and any American Depositary Shares representing such Transaction Shares or securities, collectively, the "Restricted Securities") shall become subject to limitations on disposition as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. *Definitions*. Capitalized terms used and not defined herein shall have the respective meanings assigned to them in the Merger Agreement.

(a) Holder hereby agrees not to, without the prior written consent of a majority of the directors of ICLK then in office (the “Requisite Consent”), during the period from the Closing Date and ending on the date that is 12 months following the Closing Date the “Lock-Up Period”): (i) sell, offer, contract or agree to sell, hypothecate, pledge, grant any option, right or warrant to purchase or otherwise transfer, dispose of or agree to transfer or dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, and the rules and regulations of the SEC promulgated thereunder, with respect to any Restricted Securities, (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Restricted Securities, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (iii) publicly announce any intention to effect any transaction specified in clause (i) or (ii) (any of the foregoing described in clauses (i), (ii) or (iii), a “Prohibited Transfer”); provided, that the foregoing restriction shall not apply to:

(I) any pledge of any Restricted Securities to one or more lending institutions that create a mere security interest in such Restricted Securities for or in connection with bona fide loans, advances or extensions of credit entered into by Holder or any of its affiliates or any refinancings thereof, so long as Holder continues to control the exercise of the voting rights of such pledged Restricted Securities prior to an event of default (however described) under the agreements for such loans, advances, extensions of credit or refinancings and any transfers of such Restricted Securities upon foreclosure;

(II) the transfer of any or all of the Restricted Securities upon the death of Holder by gift, will or intestate succession;

(III) the transfer of any or all of the Restricted Securities to (A) the members of Holder’s immediate family (for purposes of this Agreement, “immediate family” shall mean with respect to any natural person, any of the following: such person’s spouse or domestic partner, the siblings of such person and his or her spouse or domestic partner, and the direct descendants and ascendants (including adopted and step children and parents) of such person and his or her spouses or domestic partners and siblings), (B) any entities controlled by, controlling or under common control with such Holder, (C) any trust for the direct or indirect benefit of Holder or the immediate family of Holder, (D) if Holder is a trust, the trustor or beneficiary of such trust or to the estate of a beneficiary of such trust, and (E) if Holder is an entity, any direct or indirect partners, members or equity holders of Holder, any affiliate (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of Holder or any related investment funds or vehicles controlled or managed by such persons or entities or their respective affiliates as part of a distribution;

(IV) by operation of law or pursuant to a court order, such as a qualified domestic relations order, divorce decree or separation agreement;

(V) transfers of any or all of the Restricted Securities to another holder who has received certain New Ordinary Shares upon the consummation of the Merger which New Ordinary Shares are subject to a lock-up agreement substantially similar to this Agreement; and

(VI) transfers made in connection with a liquidation, merger, share exchange, reorganization, tender offer or other similar transaction that results in all of ICLK’s shareholders having the right to exchange their equity holdings in ICLK for cash, securities or other property subsequent to the Closing Date;

provided, however, that in each of cases (I) through (V), it shall be a condition to such transfer that the transferee executes and delivers to ICLK an agreement, in substantially the same form of this Agreement, stating that the transferee is receiving and holding the Restricted Securities subject to the provisions of this Agreement applicable to Holder and agree to be bound by the obligations applicable to Holder, and there shall be no further transfer of such Restricted Securities except in accordance with this Agreement. Holder further agrees to execute such agreements as may be reasonably requested by ICLK that are consistent with the foregoing or that are necessary to give further effect thereto.

(b) If any Prohibited Transfer is made or attempted contrary to the provisions of this Agreement, such purported Prohibited Transfer shall be null and void *ab initio*, and ICLK shall refuse to recognize any such purported transferee of the Restricted Securities as one of its equity holders for any purpose. In order to enforce this Section 2, ICLK may impose stop-transfer instructions with respect to the Restricted Securities of Holder until the end of the Lock-Up Period, except with respect to transfers in compliance with the foregoing restrictions.

(c) During the Lock-Up Period, each certificate evidencing any Restricted Securities shall be stamped or otherwise imprinted with a legend in substantially the following form, in addition to any other applicable legends:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER SET FORTH IN A LOCK-UP AGREEMENT, DATED AS OF NOVEMBER 29, 2024, BY AND AMONG THE ISSUER OF SUCH SECURITIES (THE “ISSUER”) AND THE ISSUER’S SECURITY HOLDER NAMED THEREIN, AS AMENDED.”

Promptly upon the expiration of the Lock-Up Period or the obtaining of the Requisite Consent with respect to any Restricted Securities, ICLK shall remove or cause to remove such legend from the certificates evidencing such Restricted Securities.

(d) For the avoidance of any doubt, except as expressly provided herein, Holder shall retain all the rights such Holder is entitled to as a shareholder of ICLK pursuant to the Governing Documents of ICLK and applicable Legal Requirements during the Lock-Up Period, including the right to vote in respect of any Restricted Securities held by such Holder in accordance therewith.

Section 3. *Authority; binding.* If such Holder is a legal entity, such Holder has all requisite power and authority to enter into this Agreement, to perform fully such Holder’s obligations hereunder and to consummate the transactions contemplated hereby. If such Holder is a natural person, such Holder has the legal capacity to enter into this Agreement. If such Holder is a legal entity, this Agreement has been duly authorized, executed and delivered by such Holder. This Agreement constitutes a valid and binding obligation of such Holder enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally and by principles governing the availability of equitable remedies.

Section 4. *Termination.* This Agreement shall be legally binding on Holder upon Holder’s execution and delivery of this Agreement, but this Agreement shall only become effective upon the Closing. Notwithstanding anything to the contrary contained herein, this letter shall not have any force or effect prior to the Closing, and in the event that the Merger Agreement is terminated in accordance with its terms without the Closing having occurred, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate in its entirety and be *void ab initio* and be of no further force or effect.

Section 5. *Specific Enforcement.* It is agreed and understood that monetary damages would not adequately compensate an injured party for the breach of this Agreement by any party hereto and, accordingly, this Agreement shall be specifically enforceable, in addition to any other remedy to which such injured party is entitled at law or in equity, and any breach of this Agreement shall be the proper subject of a temporary or permanent injunction or restraining order. Further, each party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach or an award of specific performance is not an appropriate remedy for any reason at law or equity and agrees that a party's rights would be materially and adversely affected if the obligations of the other parties under this Agreement were not carried out in accordance with the terms and conditions hereof.

Section 6. *Entire Agreement.* This Agreement supersedes all prior agreements, written or oral, among the parties hereto with respect to the subject matter hereof and contains the entire agreement among the parties with respect to the subject matter hereof. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or, in the case of a waiver, by the party against whom the waiver is to be effective. No waiver of any provisions hereof by either party shall be deemed a waiver of any other provisions hereof by such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.

Section 7. *Notices.* All notices and other communications hereunder shall be in writing and shall be deemed given: (a) on the date established by the sender as having been delivered personally; (b) one Business Day after being sent by a nationally recognized overnight courier guaranteeing overnight delivery; (c) on the date that transmission is confirmed electronically, if delivered by email; or (d) on the fifth Business Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications, to be valid, must be addressed as follows:

if to ICLK, to:

c/o DWM Holding Limited
1 Wallich Street
#30-02
Guoco Tower
Singapore 078881
Attention: Wayne Huo
Email: [Redacted]

with a copy to (which will not constitute notice):

Simpson Thacher & Bartlett
35th Floor, ICBC Tower
3 Garden Road
Central, Hong Kong
Attention: Yi Gao
Email: YGao@stblaw.com

and

Simpson Thacher & Bartlett LLP
3919 China World Center
1 Jianguomenwai Avenue
Beijing, 100004, China
Attention: Yang Wang
Email: yang.wang@stblaw.com

if to Holder, to the address set forth underneath Holder's name on the signature page hereto, or to such other address or to the attention of such Person or Persons as the recipient party has specified by prior written notice to the sending party (or in the case of counsel, to such other readily ascertainable business address as such counsel may hereafter maintain). If more than one method for sending notice as set forth above is used, the earliest notice date established as set forth above shall control.

Section 8. *Miscellaneous.*

(a) *Governing Law; Consent to Jurisdiction; Waiver of Jury Trial.* Section 11.7 and Section 11.8 of the Merger Agreement are incorporated herein by reference, *mutatis mutandis*.

(b) *Severability.* The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, such restriction shall be enforced to the maximum extent permitted by applicable law.

(c) *Counterparts.* This Agreement may be executed in two or more counterparts for the convenience of the parties hereto, each of which shall be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic, facsimile or portable document format shall be effective as delivery of a mutually executed counterpart to this Agreement.

(d) *Titles and Headings.* The titles, captions and table of contents in this Agreement are for reference purposes only, and shall not in any way define, limit, extend or describe the scope of this Agreement or otherwise affect the meaning or interpretation of this Agreement.

(e) *Assignment; Successors and Assigns; No Third Party Rights.* Except as otherwise provided herein, this Agreement may not, without the prior written consent of the other parties hereto, be assigned by operation of Law or otherwise, and any attempted assignment shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, permitted assigns and legal representatives, and nothing herein, whether express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(f) *Further Assurances*. Each party hereto shall execute and deliver such additional documents as may be necessary or desirable to effect the transactions contemplated by this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

ICLK

ICLICK INTERACTIVE ASIA GROUP LIMITED

By: _____
Name:
Title:

[Signature Page to Lock-Up Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

Name of Holder

Amber Global Limited

By: _____
Name:
Title:

Addresses for Notices:	
Holder	Address: Attention: Email:
With a copy to:	Address: Attention: Email:

[Signature Page to Lock-Up Agreement]

LOCK-UP AGREEMENT

This Lock-Up Agreement (as may be amended, supplemented, modified and varied from time to time in accordance with the terms herein, this “Agreement”) is made as of March 12, 2025 by and among iClick Interactive Asia Group Limited, a Cayman Islands exempted company (“ICLK”), and the undersigned (“Holder”).

WHEREAS, ICLK, Overlord Merger Sub Ltd., a Cayman Islands exempted company and a direct, wholly owned subsidiary of ICLK (“Merger Sub”) and Amber DWM Holding Limited, a Cayman Islands exempted company (“DWM”) entered into an Agreement and Plan of Merger (as the same may be amended from time to time, the “Merger Agreement”) on November 29, 2024, pursuant to which, at the Closing, Merger Sub shall be merged with and into DWM, with DWM surviving as a direct wholly owned subsidiary of ICLK (the “Merger”);

WHEREAS, contemporaneously with the execution and delivery of the Merger Agreement, certain shareholders of DWM entered into a lock-up agreement with ICLK, with respect to the New Ordinary Shares that will be held by such shareholders on or immediately after the Effective Time.

WHEREAS, it is contemplated that Holder will also receive certain New Ordinary Shares upon the consummation of the Merger in accordance with the terms and conditions of the Merger Agreement (the “Transaction Shares”);

WHEREAS, in connection with the Merger Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties desire to enter into this Agreement, pursuant to which the Transaction Shares to be received by Holder as consideration for the Merger at Closing (all such Transaction Shares held or received by Holder as Merger Consideration, together with, if applicable, any securities paid as dividends or distributions with respect to such securities or into which such securities are exchanged or converted, and any American Depository Shares representing such Transaction Shares or securities, collectively, the “Restricted Securities”) shall become subject to limitations on disposition as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. *Definitions*. Capitalized terms used and not defined herein shall have the respective meanings assigned to them in the Merger Agreement.

(a) Holder hereby agrees not to, without the prior written consent of a majority of the directors of ICLK then in office (the “Requisite Consent”), during the period from the Closing Date and ending on the date that is 12 months following the Closing Date the “Lock-Up Period”): (i) sell, offer, contract or agree to sell, hypothecate, pledge, grant any option, right or warrant to purchase or otherwise transfer, dispose of or agree to transfer or dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, and the rules and regulations of the SEC promulgated thereunder, with respect to any Restricted Securities, (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Restricted Securities, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (iii) publicly announce any intention to effect any transaction specified in clause (i) or (ii) (any of the foregoing described in clauses (i), (ii) or (iii), a “Prohibited Transfer”); provided, that the foregoing restriction shall not apply to:

(I) any pledge of any Restricted Securities to one or more lending institutions that create a mere security interest in such Restricted Securities for or in connection with bona fide loans, advances or extensions of credit entered into by Holder or any of its affiliates or any refinancings thereof, so long as Holder continues to control the exercise of the voting rights of such pledged Restricted Securities prior to an event of default (however described) under the agreements for such loans, advances, extensions of credit or refinancings and any transfers of such Restricted Securities upon foreclosure;

(II) the transfer of any or all of the Restricted Securities upon the death of Holder by gift, will or intestate succession;

(III) the transfer of any or all of the Restricted Securities to (A) the members of Holder’s immediate family (for purposes of this Agreement, “immediate family” shall mean with respect to any natural person, any of the following: such person’s spouse or domestic partner, the siblings of such person and his or her spouse or domestic partner, and the direct descendants and ascendants (including adopted and step children and parents) of such person and his or her spouses or domestic partners and siblings), (B) any entities controlled by, controlling or under common control with such Holder, (C) any trust for the direct or indirect benefit of Holder or the immediate family of Holder, (D) if Holder is a trust, the trustor or beneficiary of such trust or to the estate of a beneficiary of such trust, and (E) if Holder is an entity, any direct or indirect partners, members or equity holders of Holder, any affiliate (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of Holder or any related investment funds or vehicles controlled or managed by such persons or entities or their respective affiliates as part of a distribution;

(IV) by operation of law or pursuant to a court order, such as a qualified domestic relations order, divorce decree or separation agreement;

(V) transfers of any or all of the Restricted Securities to another holder who has received certain New Ordinary Shares upon the consummation of the Merger which New Ordinary Shares are subject to a lock-up agreement substantially similar to this Agreement; and

(VI) transfers made in connection with a liquidation, merger, share exchange, reorganization, tender offer or other similar transaction that results in all of ICLK’s shareholders having the right to exchange their equity holdings in ICLK for cash, securities or other property subsequent to the Closing Date;

provided, however, that in each of cases (I) through (V), it shall be a condition to such transfer that the transferee executes and delivers to ICLK an agreement, in substantially the same form of this Agreement, stating that the transferee is receiving and holding the Restricted Securities subject to the provisions of this Agreement applicable to Holder and agree to be bound by the obligations applicable to Holder, and there shall be no further transfer of such Restricted Securities except in accordance with this Agreement. Holder further agrees to execute such agreements as may be reasonably requested by ICLK that are consistent with the foregoing or that are necessary to give further effect thereto.

(b) If any Prohibited Transfer is made or attempted contrary to the provisions of this Agreement, such purported Prohibited Transfer shall be null and void *ab initio*, and ICLK shall refuse to recognize any such purported transferee of the Restricted Securities as one of its equity holders for any purpose. In order to enforce this Section 2, ICLK may impose stop-transfer instructions with respect to the Restricted Securities of Holder until the end of the Lock-Up Period, except with respect to transfers in compliance with the foregoing restrictions.

(c) During the Lock-Up Period, each certificate evidencing any Restricted Securities shall be stamped or otherwise imprinted with a legend in substantially the following form, in addition to any other applicable legends:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER SET FORTH IN A LOCK-UP AGREEMENT, DATED AS OF MARCH 12, 2025, BY AND AMONG THE ISSUER OF SUCH SECURITIES (THE “ISSUER”) AND THE ISSUER’S SECURITY HOLDER NAMED THEREIN, AS AMENDED.”

Promptly upon the expiration of the Lock-Up Period or the obtaining of the Requisite Consent with respect to any Restricted Securities, ICLK shall remove or cause to remove such legend from the certificates evidencing such Restricted Securities.

(d) For the avoidance of any doubt, except as expressly provided herein, Holder shall retain all the rights such Holder is entitled to as a shareholder of ICLK pursuant to the Governing Documents of ICLK and applicable Legal Requirements during the Lock-Up Period, including the right to vote in respect of any Restricted Securities held by such Holder in accordance therewith.

Section 3. *Authority; binding.* If such Holder is a legal entity, such Holder has all requisite power and authority to enter into this Agreement, to perform fully such Holder’s obligations hereunder and to consummate the transactions contemplated hereby. If such Holder is a natural person, such Holder has the legal capacity to enter into this Agreement. If such Holder is a legal entity, this Agreement has been duly authorized, executed and delivered by such Holder. This Agreement constitutes a valid and binding obligation of such Holder enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally and by principles governing the availability of equitable remedies.

Section 4. *Termination.* This Agreement shall be legally binding on Holder upon Holder's execution and delivery of this Agreement, but this Agreement shall only become effective upon the Closing. Notwithstanding anything to the contrary contained herein, this letter shall not have any force or effect prior to the Closing, and in the event that the Merger Agreement is terminated in accordance with its terms without the Closing having occurred, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate in its entirety and be *void ab initio* and be of no further force or effect.

Section 5. *Specific Enforcement.* It is agreed and understood that monetary damages would not adequately compensate an injured party for the breach of this Agreement by any party hereto and, accordingly, this Agreement shall be specifically enforceable, in addition to any other remedy to which such injured party is entitled at law or in equity, and any breach of this Agreement shall be the proper subject of a temporary or permanent injunction or restraining order. Further, each party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach or an award of specific performance is not an appropriate remedy for any reason at law or equity and agrees that a party's rights would be materially and adversely affected if the obligations of the other parties under this Agreement were not carried out in accordance with the terms and conditions hereof.

Section 6. *Entire Agreement.* This Agreement supersedes all prior agreements, written or oral, among the parties hereto with respect to the subject matter hereof and contains the entire agreement among the parties with respect to the subject matter hereof. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or, in the case of a waiver, by the party against whom the waiver is to be effective. No waiver of any provisions hereof by either party shall be deemed a waiver of any other provisions hereof by such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.

Section 7. *Notices.* All notices and other communications hereunder shall be in writing and shall be deemed given: (a) on the date established by the sender as having been delivered personally; (b) one Business Day after being sent by a nationally recognized overnight courier guaranteeing overnight delivery; (c) on the date that transmission is confirmed electronically, if delivered by email; or (d) on the fifth Business Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications, to be valid, must be addressed as follows:

if to ICLK, to:

c/o DWM Holding Limited
1 Wallich Street
#30-02
Guoco Tower
Singapore 078881
Attention: Wayne Huo
Email: [Redacted]

with a copy to (which will not constitute notice):

Simpson Thacher & Bartlett
35th Floor, ICBC Tower
3 Garden Road
Central, Hong Kong
Attention: Yi Gao
Email: YGao@stblaw.com

and

Simpson Thacher & Bartlett LLP
3919 China World Center
1 Jianguomenwai Avenue
Beijing, 100004, China
Attention: Yang Wang
Email: yang.wang@stblaw.com

if to Holder, to the address set forth underneath Holder's name on the signature page hereto, or to such other address or to the attention of such Person or Persons as the recipient party has specified by prior written notice to the sending party (or in the case of counsel, to such other readily ascertainable business address as such counsel may hereafter maintain). If more than one method for sending notice as set forth above is used, the earliest notice date established as set forth above shall control.

Section 8. *Miscellaneous.*

(a) *Governing Law; Consent to Jurisdiction; Waiver of Jury Trial.* Section 11.7 and Section 11.8 of the Merger Agreement are incorporated herein by reference, *mutatis mutandis*.

(b) *Severability.* The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, such restriction shall be enforced to the maximum extent permitted by applicable law.

(c) *Counterparts.* This Agreement may be executed in two or more counterparts for the convenience of the parties hereto, each of which shall be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic, facsimile or portable document format shall be effective as delivery of a mutually executed counterpart to this Agreement.

(d) *Titles and Headings.* The titles, captions and table of contents in this Agreement are for reference purposes only, and shall not in any way define, limit, extend or describe the scope of this Agreement or otherwise affect the meaning or interpretation of this Agreement.

(e) *Assignment; Successors and Assigns; No Third Party Rights.* Except as otherwise provided herein, this Agreement may not, without the prior written consent of the other parties hereto, be assigned by operation of Law or otherwise, and any attempted assignment shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, permitted assigns and legal representatives, and nothing herein, whether express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(f) *Further Assurances*. Each party hereto shall execute and deliver such additional documents as may be necessary or desirable to effect the transactions contemplated by this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

ICLK

ICLICK INTERACTIVE ASIA GROUP LIMITED

By: _____
Name:
Title:

[Signature Page to Lock-Up Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

Name of Holder

AMBER FORT LIMITED

By: _____
Name: Wu Yuao
Title: Director

Addresses for Notices:	
Holder	Address: Attention: Email:
With a copy to:	Address: Attention: Email:

[Signature Page to Lock-Up Agreement]
