
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 6-K

**REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16
UNDER THE SECURITIES EXCHANGE ACT OF 1934**

For the month of October 2026

Commission File Number: 001-38313

Amber International Holding Limited
(Registrant's name)

1 Wallich Street, #30-02 Guoco Tower, Singapore 078881
Tel: +65 60220228
(Address of principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F ☒ Form 40-F ☐

Amber International Announces Update on Proposed Acquisition of WhaleFin Markets Limited

Amber International Holding Limited (“Amber International” or the “Company”) (NASDAQ: AMBR) today announced that, in light of the Company’s strategic business transformation toward building specialized AI agents for finance, enterprise and growth, and management’s assessment of the expected contribution of the proposed licensed operation of WhaleFin Markets Limited (“WhaleFin HK”), a company incorporated in Hong Kong, the Company and the other parties to the Amendment, Waiver and Framework Agreement dated March 12, 2025 (the “Framework Agreement”) have determined that WhaleFin HK will no longer pursue its pending application to the Securities and Futures Commission of Hong Kong for the Type 1 and Type 7 licences in connection with the operation of a virtual asset trading platform and intended to withdraw it in accordance with applicable regulatory requirements.

As previously disclosed, Amber DWM Holding Limited, a direct, wholly owned subsidiary of the Company, proposed to acquire 100% of the equity interests in WhaleFin HK from Amber Global Limited (the “WhaleFin HK Equity Transfer”) pursuant to the Agreement and Plan of Merger dated November 29, 2024 (the “Merger Agreement”) and the Framework Agreement. The WhaleFin HK Equity Transfer was conditioned upon WhaleFin HK obtaining the relevant licences. As the Company expects only limited commercial benefits from the licences sought by WhaleFin HK, pursuing the relevant regulatory approval in Hong Kong is no longer considered economically desirable to the Company, and the proposed WhaleFin HK Equity Transfer will not proceed.

Accordingly, the Company and the other parties to the Framework Agreement entered into an amendment to the Framework Agreement, dated and effective October 16, 2026 (the “Amendment”), pursuant to which, among other things, the parties agreed to terminate their respective rights and obligations relating to the WhaleFin HK Equity Transfer. Except as expressly provided in the Amendment, the Framework Agreement and the Merger Agreement remain unchanged and in full force and effect in accordance with their respective terms. For more details of the Amendment, please refer to Exhibit 99.1 to this report on Form 6-K.

The Company has obtained the required local regulatory approvals in Singapore and Dubai in connection with the DWM Asset Restructuring (as defined in the Framework Agreement furnished as Exhibit 99.2 to the Company’s report on Form 6-K dated March 12, 2025).

Forward-Looking Statements

This Form 6-K contains forward-looking statements within the meaning of the “safe harbor” provisions of the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical fact in this Form 6-K are forward-looking statements. These forward-looking statements are based on management’s beliefs and assumptions and on information currently available to management and are subject to risks and uncertainties that could cause results to be materially different than expectations. Investors can identify these forward-looking statements by words or phrases such as “may,” “will,” “expect,” “anticipate,” “future,” “aim,” “estimate,” “intend,” “plan,” “believe,” “potential,” “continue,” “is/are likely to” or other similar expressions. Forward-looking statements involve inherent risks and uncertainties. A number of factors could cause actual results to differ materially from those contained in any forward-looking statement, including but not limited to: the risks associated with the Company’s strategic transformation, including the ability to transition its business model, retain existing clients, and achieve anticipated benefits of the transformation; the Company’s ability to launch, commercialize and scale its AI products and services, including Ambre and MIA; the timing and scope of product availability; the adoption of the Company’s AI agents; market acceptance; technological performance and reliability; competitive developments; operational execution; changes in applicable laws and regulations; and other risks detailed from time to time in the Company’s filings with the U.S. Securities and Exchange Commission, including its annual report on Form 20-F. There can be no assurance that any product or service will achieve anticipated adoption levels or commercial success. These forward-looking statements are not guarantees of future performance and speak only as of the date hereof. The Company undertakes no obligation to update forward-looking statements to reflect subsequent occurring events or circumstances, or changes in its expectations, except as may be required by law. Investors are cautioned not to place undue reliance on these forward-looking statements.

EXHIBIT INDEX

Number	Description of Document
99.1	Amendment, dated October 16, 2026, by and among Amber International Holding Limited, Amber DWM Holding Limited, Amber Global Limited and WhaleFin Technologies Limited

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Amber International Holding Limited

By: /s/ Michael Wu

Name: Michael Wu

Title: Chairman of the Board of Directors and Chief Executive Officer

Date: October 14, 2026

AMENDMENT

This AMENDMENT, dated as of October 16, 2026 (this “Amendment”), is entered into by and among (i) Amber International Holding Limited, an exempted company incorporated in the Cayman Islands (“AMBR”, formerly known as iClick Interactive Asia Group Limited), (ii) Amber DWM Holding Limited, an exempted company incorporated in the Cayman Islands (“Amber DWM”), (iii) Amber Global Limited, an exempted company incorporated in the Cayman Islands (“AB”), and (iv) WhaleFin Technologies Limited (“WFTL”), a company incorporated in the Republic of Seychelles.

WHEREAS, AMBR, Overlord Merger Sub Ltd., an exempted company incorporated in the Cayman Islands (“Merger Sub”), and Amber DWM entered into an Agreement and Plan of Merger, dated November 29, 2024 (as amended hereby and from time to time, the “Merger Agreement”), pursuant to which Merger Sub merged with and into Amber DWM, with Amber DWM surviving the merger and succeeding to Merger Sub’s rights and obligations;

WHEREAS, AMBR, Merger Sub, Amber DWM, AB and WFTL entered into that certain Amendment, Waiver and Framework Agreement, dated March 12, 2025 (the “Original Agreement”, as amended hereby and from time to time, the “Framework Agreement”); capitalized terms used but not defined herein shall have the meanings ascribed to them in the Original Agreement;

WHEREAS, the Original Agreement sets out certain terms and conditions relating to the proposed acquisition by Amber DWM of 100% of the equity interests in WhaleFin Markets Limited (“WhaleFin HK”), a company incorporated in Hong Kong, from AB (the “WhaleFin HK Equity Transfer”); and

WHEREAS, the parties hereto desire to amend the Original Agreement on the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Termination of WhaleFin HK Equity Transfer. The parties hereto acknowledge and confirm that, effective as of the date of this Amendment, all rights and obligations relating to the WhaleFin HK Equity Transfer under the Original Agreement and the Merger Agreement shall automatically terminate, and no party shall be required to take any action to effect or implement the WhaleFin HK Equity Transfer. Each party hereby fully and irrevocably releases the other parties from any further obligations, liabilities, claims, or responsibilities arising out of, relating to, or in connection with the WhaleFin HK Equity Transfer.

2. Termination of Related Contractual Arrangements. The parties hereto acknowledge and confirm that, unless otherwise agreed in writing by the relevant parties after the date of this Amendment, all contracts, agreements, covenants, undertakings and other arrangements contemplated by, entered into pursuant to, or otherwise arising under the Framework Agreement or the Merger Agreement that relate to the WhaleFin HK Equity Transfer or WhaleFin HK shall terminate as of the date of this Amendment and shall thereafter be of no further force or effect.

3. No Other Amendment. The parties hereto acknowledge and confirm that, except as expressly provided in this Amendment, the Framework Agreement and the Merger Agreement shall remain unchanged and in full force and effect in accordance with their respective terms, and no provision thereof shall be deemed amended, modified or waived by virtue of this Amendment.

4. Miscellaneous. Section 7 (*Miscellaneous*) of the Original Agreement is hereby incorporated into this Amendment *mutatis mutandis* as if set forth in full herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

Amber International Holding Limited

By: /s/ Michael Wu
Name: Michael Wu
Title: Chairman of the Board of Directors and Chief Executive Officer

Signature Page to Amendment

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

Amber DWM Holding Limited

By: /s/ Michael Wu
Name: Michael Wu
Title: Director

Signature Page to Amendment

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

Amber Global Limited

By: /s/ Thomas Zhu
Name: Thomas Zhu
Title: Director

Signature Page to Amendment

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

WhaleFin Technologies Limited

By: /s/ Sotirios Kavvathas
Name: Sotirios Kavvathas
Title: Director

Signature Page to Amendment
