

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 20-F/A  
(Amendment No. 1)**

(Mark One)

**REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR 12(g) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2017.

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

**SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of event requiring this shell company report

Commission file number: 001-38313

**iClick Interactive Asia Group Limited**

(Exact name of Registrant as specified in its charter)

N/A

(Translation of Registrant's name into English)

Cayman Islands

(Jurisdiction of incorporation or organization)

15/F

Prosperity Millennia Plaza  
663 King's Road, Quarry Bay  
Hong Kong S.A.R., People's Republic of China  
Tel: +852 3700 9000

(Address of principal executive offices)

Jie Jiao, Chief Financial Officer

15/F

Prosperity Millennia Plaza  
663 King's Road, Quarry Bay  
Hong Kong S.A.R., People's Republic of China  
Tel: +852 3700 9000

E-mail: [jill.jiao@i-click.com](mailto:jill.jiao@i-click.com)

(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of each class  
American Depositary Shares, two representing one Class A ordinary share,  
par value US\$0.001 per share\*

Name of each exchange on which registered  
NASDAQ Global Market

\*Not for trading, but only in connection with the listing on the Nasdaq  
Global Market of American depositary shares.

Securities registered or to be registered pursuant to Section 12(g) of the Act:

**None**  
(Title of Class)

**Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act:**

**None**  
(Title of Class)

Indicate the number of outstanding shares of each of the Issuer's classes of capital or common stock as of the close of the period covered by the annual report.

As of December 31, 2017, there were 26,059,433 ordinary shares outstanding, par value \$0.001 per share, being the sum of 21,238,825 Class A ordinary shares and 4,820,608 Class B ordinary shares.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes  No

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer  Accelerated filer  Non-accelerated filer  Emerging growth company

If an emerging growth company that prepare its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards<sup>†</sup> provided pursuant to Section 13(a) of the Exchange Act.

<sup>†</sup> The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP  International Financial Reporting Standards as issued by the International Accounting Standards Board  Other

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow. Item 17  Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

(APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY PROCEEDINGS DURING THE PAST FIVE YEARS)

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court. Yes  No

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**EXPLANATORY NOTE**

This Amendment No. 1 on Form 20-F/A (the “Amendment”) amends the Annual Report on Form 20-F for the year ended December 31, 2017 of iClick Interactive Asia Group Limited (the “Company”), as originally filed with the U.S. Securities and Exchange Commission on April 20, 2018 (the “Original Filing”). The Company is filing the Amendment solely to re-file Exhibit 4.12 and Exhibit 4.13 to disclose the confidential portions of the exhibits.

As required by Rule 12b-15 of the Securities and Exchange Act of 1934, as amended, the Company is also filing the certifications required under Section 302 of the Sarbanes-Oxley Act of 2002 as exhibits to this Amendment.

This Amendment does not affect any other parts of, or exhibits to, the Original Filing, nor does it reflect events occurring after the date of the Original Filing. Accordingly, this Amendment should be read in conjunction with the Original Filing and any documents filed with or furnished to the Securities and Exchange Commission by the Company subsequent to April 20, 2018.

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### ITEM 19. EXHIBITS

<u>Exhibit Number</u>	<u>Description of Document</u>
1.1	<a href="#"><u>Eighth Amended and Restated Memorandum and Articles of Association, as currently in effect (incorporated by reference to Exhibit 3.2 of our Registration Statement on Form F-1 (File No. 333-221034) filed with the Securities and Exchange Commission on October 20, 2017)</u></a>
2.1	<a href="#"><u>Registrant's Specimen American Depositary Receipt (included in Exhibit 2.3)</u></a>
2.2	<a href="#"><u>Registrant's Specimen Certificate for Class A Ordinary Shares (incorporated by reference to Exhibit 4.2 of our Registration Statement on Form F-1 (file No. 333-221034) filed with the Securities and Exchange Commission on October 20, 2017)</u></a>
2.3	<a href="#"><u>Form of Deposit Agreement among the Registrant, the depositary and holder of the American Depositary Receipts (incorporated by reference to Exhibit 4.3 of our Registration Statement on Form F-1/A (file No. 333-221034) filed with the Securities and Exchange Commission on December 1, 2017)</u></a>
2.4	<a href="#"><u>Series E Share Subscription Agreement dated December 19, 2016 (incorporated herein by reference to Exhibit 10.1 to the Form F-1 filed on October 20, 2017 (File No. 333-221034))</u></a>
2.5	<a href="#"><u>Fourth Amended and Restated Shareholders Agreement dated December 28, 2016 (incorporated by reference to Exhibit 10.2 of our Registration Statement on Form F-1 (file No. 333-221034) filed with the Securities and Exchange Commission on October 20, 2017)</u></a>
4.1	<a href="#"><u>English translation of Exclusive Business Cooperation Agreement between OptAim Beijing, OptAim Network and Zhiyunzhong dated January 16, 2015 (incorporated by reference to Exhibit 10.3 of our Registration Statement on Form F-1 (file No. 333-221034) filed with the Securities and Exchange Commission on October 20, 2017)</u></a>
4.2	<a href="#"><u>English translation of Second Amended and Restated Exclusive Call Option Agreement among OptAim Beijing, OptAim Network and the shareholders of OptAim Network dated May 26, 2017 (incorporated by reference to Exhibit 10.4 of our Registration Statement on Form F-1 (file No. 333-221034) filed with the Securities and Exchange Commission on October 20, 2017)</u></a>
4.3	<a href="#"><u>English translation of Second Amended and Restated Equity Pledge Agreement among OptAim Beijing, OptAim Network and the shareholders of OptAim Network dated May 26, 2017 (incorporated by reference to Exhibit 10.5 of our Registration Statement on Form F-1 (file No. 333-221034) filed with the Securities and Exchange Commission on October 20, 2017)</u></a>
4.4	<a href="#"><u>English translation of Irrevocable Powers of Attorney granted by the Jian Tang and Jie Jiao dated May 26, 2017 (incorporated by reference to Exhibit 10.6 of our Registration Statement on Form F-1 (file No. 333-221034) filed with the Securities and Exchange Commission on October 20, 2017)</u></a>
4.5	<a href="#"><u>English translation of Spousal Consents granted by Xinyu Fan dated May 26, 2017 (incorporated by reference to Exhibit 10.7 of our Registration Statement on Form F-1 (file No. 333-221034) filed with the Securities and Exchange Commission on October 20, 2017)</u></a>
4.6	<a href="#"><u>2010 Share Option Incentive Scheme (incorporated by reference to Exhibit 10.8 of our Registration Statement on Form F-1 (file No. 333-221034) filed with the Securities and Exchange Commission on October 20, 2017)</u></a>

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4.7	<a href="#"><u>Form of Indemnification Agreement with Executive Officers and Directors (incorporated by reference to Exhibit 10.9 of our Registration Statement on Form F-1 (file No. 333-221034) filed with the Securities and Exchange Commission on October 20, 2017)</u></a>
4.8	<a href="#"><u>Form of Employment Agreement and One Way Non-disclosure Agreement with Executive Officers (incorporated by reference to Exhibit 10.10 of our Registration Statement on Form F-1 (file No. 333-221034) filed with the Securities and Exchange Commission on October 20, 2017)</u></a>
4.9	<a href="#"><u>2017 Share Incentive Plan (incorporated by reference to Exhibit 10.11 of our Registration Statement on Form F-1 (file No. 333-221034) filed with the Securities and Exchange Commission on October 20, 2017)</u></a>
4.10	<a href="#"><u>English Translation of Tencent Advertising Agency Agreement for 2017 (incorporated by reference to Exhibit 10.12 of our Registration Statement on Form F-1 (file No. 333-221034) filed with the Securities and Exchange Commission on October 20, 2017)</u></a>
4.11	<a href="#"><u>English Translation of Tencent Advertising Placement Contract for 2017 (incorporated by reference to Exhibit 10.13 of our Registration Statement on Form F-1 (file No. 333-221034) filed with the Securities and Exchange Commission on October 20, 2017)</u></a>
4.12*	<a href="#"><u>English Translation of the Baidu Distributor Cooperation Agreement, dated as of February 9, 2018, by and between Baidu Online Network Technology (Beijing) Co., Ltd. and Search Asia Technology (Shenzhen) Co., Ltd</u></a>
4.13*	<a href="#"><u>English Translation of the Baidu Distributor Cooperation Agreement, dated as of February 9, 2018, by and between BAIDU (HONGKONG) LIMITED and China Search (Asia) Ltd.</u></a>
8.1†	<a href="#"><u>Subsidiaries of the Registrant</u></a>
11.1	<a href="#"><u>Code of Business Conduct and Ethics of the Registrant (incorporated by reference to Exhibit 99.1 of our Registration Statement on Form F-1 (file No. 333-221034) filed with the Securities and Exchange Commission on October 20, 2017)</u></a>
12.1*	<a href="#"><u>CEO Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u></a>
12.2*	<a href="#"><u>CFO Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u></a>
13.1††	<a href="#"><u>CEO Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u></a>
13.2††	<a href="#"><u>CFO Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u></a>
15.1†	<a href="#"><u>Consent of Jingtian &amp; Gongcheng</u></a>
101.INS†	XBRL Instance Document
101.SCH†	XBRL Taxonomy Extension Schema Document
101.CAL†	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF†	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB†	XBRL Taxonomy Extension Labels Linkbase Document
101.PRE†	XBRL Taxonomy Extension Presentation Linkbase Document

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- † Filed with the Annual Report on Form 20-F on April 20, 2018  
†† Furnished with the Annual Report on Form 20-F on April 20, 2018  
\* Filed herewith

**SIGNATURES**

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F/A and that it has duly caused and authorized the undersigned to sign this annual report on this Form 20-F on its behalf.

**iClick Interactive Asia Group Limited**

By: /s/ Wing Hong Sammy Hsieh  
Name: Wing Hong Sammy Hsieh  
Title: Chairman and Chief Executive Officer

Date: June 8, 2018

**Baidu Distributor Cooperation Contract**

**Party A: Baidu Online Network Technology (Beijing) Co., Ltd.**

Legal Representative: Xiang Hailong

Legal Address: RM 2201-03 22/F WORLD WIDE HOUSE 19 DES VOEUX ROAD CENTRAL HONG KONG

Contact: Li Yinyu

E-mail: liyinyu@gz.baidu.com

**Party B: Search Asia Technology (Shenzhen) Co., Ltd.**

Legal Representative: Xue Yongkang

Legal Address: Room 5903-06, Diwang Mansion, 5002 Shennandong Road, Luo Hu District, Shenzhen, China

Contact: Jon Chan

E-mail: jon.chan@baiduhk.com.hk

Party A is an information service provider duly established who provides network information services. Party B is a company duly established and validly existing and owns a good service system. Upon entrustment of the promotion clients (hereinafter referred to as the “**Clients**”), Party B needs the promotion services provided by Party A. With respect to relevant matters regarding Party B’s releases and promotions on Party A’s website (including Party A’s website and websites of Party A’s affiliates, pages or interfaces of Party A’s allied members, hereinafter referred to as the “**Baidu Websites**”), upon entrustment of the Clients, Party A and Party B, through friendly consultation, reach the following agreement and enter into this Contract in accordance with the principles of mutual benefit and joint development.

**Note: The Parties confirm that this Contract has a collateral contract signed by BAIDU (HONGKONG) LIMITED and China Search (Asia) Ltd. The performance is calculated based on Party B’s actual consolidated consumption in two contracts. BAIDU (HONGKONG) LIMITED will pay rebates to China Search (Asia) Ltd.**

**1. Term of Distribution Cooperation**

- 1.1 This Contract is valid from January 1, 2017 to December 31, 2017 for a period of 12 months.
- 1.2 The Parties acknowledge and agree that Party A will authorize Party B, as a distributor of Party A, to promote Party A’s “Baidu Promotion” technical services (including the existing Baidu Promotion and its derivative services, hereinafter referred to as “**Baidu Promotions**”) to its final clients and to serve as Party A’s general agent in the regions including but not limited to Hong Kong, Macao, Taiwan, Singapore, and Europe. Party B shall not mislead the Clients in any express or implied manner into believing that Party B acts on behalf of Party A.

**2. Rights and Obligations of Party A**

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- 2.1 Party A will open a “Regional Agent Management Account” of Baidu Promotions for Party B. The ownership of such management account belongs to Party A. If Party A withdraws the authority of regional agent from Party B for any reason (except that this Contract is no longer renewed upon expiration), Party B shall stop using the management account from the date of withdrawal of the authority.
  - 2.2 Party A will issue an Authorization Certificate of Regional Agents with a limited period to Party B for Baidu Promotions.
  - 2.3 Party A authorizes Party B to carry out marketing activities in the name of a regional agent of Baidu Promotions.
  - 2.4 Party A has the right to refuse or modify the released contents which are unreal, illegal and contrary to sound social custom.
  - 2.5 Party A undertakes to give priority for Party B to select channel space under the same conditions.
  - 2.6 If Party B makes a written request, Party A will assist Party B to provide a real monitoring report after release of the promotions.
  - 2.7 Party A will display Party B’s logo provided by Party B in the partner area on Party A’s website.

**3. Rights and Obligations of Party B**

- 3.1 Party B shall apply for an independent “Baidu Promotion” account for each “Baidu Promotion” Client. The Client’s information shall be true and valid. Supporting documents of the Client to prove effective subject qualification and legitimate operation in related industries, such as business license, are also required. Party B will conduct daily management on its Clients, including account opening, top-up, renewal and contact.
- 3.2 Party B shall first check the qualifications and other materials and information of Clients it provides to Party A for Baidu Promotions, and shall assume independent and full responsibility for the authenticity, legality, validity and accuracy of all kinds of materials and information provided by it. At the same time, Party B shall warrant that the information provided to Party A is true and lawful, and that Party A’s use of such information will not infringe the legitimate rights and interests of any third party. If the above information is changed, Party A shall be notified immediately. Where Party A makes any compensation to netizens owing to fraud and other acts of the Clients developed by Party B, Party A has the right to recover the compensation from Party B.
- 3.3 The Clients developed by Party B shall comply with the provisions of national laws and regulations and shall not violate Party A’s rules and regulations.
- 3.4 Party B shall actively expand sales business of online release. It shall sign the Online Promotion Service Contract and Online Release Service Contract with Party A five working days before commencement of the information release plan for each release, indicating the release form, time, location, content, price and other specific items, and provide Party A with such contracts and complete information required to release.
- 3.5 The release content provided by Party B shall be true and lawful, and shall not be fraudulent, deceive or mislead consumers, or violate laws and regulations of the People’s Republic of China, public morals and the legitimate interests of any third party. The contents and pictures to be released shall conform to relevant laws. Otherwise, Party A has the right to refuse false or illegal contents to be released, and Party B shall bear the legal liability arising from the released contents.
- 3.6 Party B is obligated to inform Party A of the feedback from its Clients in a timely manner so that Party A can give immediate response.
- 3.7 Party B shall promptly pay the fees for release services, calculation of which shall be subject to the provisions of Clause 4 (Payment Amount and Payment Term).

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#### **4. Payment Amount and Payment Term**

- 4.1 Party B shall make advance payment to top up its agent management account. Party B shall timely top up the account when the advance payment is less than RMB5000.
- 4.2 Release fees. Party B generally pays the release fees to Party A in accordance with the corresponding offer discount in the table below after accepting the Client's entrustment of releasing online promotion on the website of Party A. The specific fee standard is subject to the Online Promotion Service Contract and Online Release Service Contract signed by the Parties for each release. Special product lines or special contracts which do not enjoy the preferential policies of this Contract shall be specified in the specific Online Promotion Service Contract and Online Release Service Contract.
- 4.3 Baidu distribution payment policy. Party B shall pay off the release fee corresponding to the Online Promotion Service Contract and Online Release Service Contract for each release before the settlement date set forth in such contracts.
- 4.4 If any agent fails to pay the release fee on time, Baidu may deduct the overdue amount from rebates or require Party B to pay liquidated damages at the daily rate of 0.02% of the overdue amount from the overdue payment date, and may require immediate implementation.

#### **5. Product Incentives**

- 5.1 Party B shall settle relevant release fees with Party A in accordance with the latest quotation issued by Party A and the corresponding discounts in the table below. The specific fee standard is subject to the Online Promotion Service Contract and Online Release Service Contract signed by the Parties for each release. Special product lines or special contracts which do not enjoy the preferential policies of this Contract shall be specified in the Online Promotion Service Contract and Online Release Service Contract.
- 5.2 With respect to Aladdin (except title sponsorship of Aladdin), Chunhua and BES products, their release amounts shall not be included in calculation of rebate proportion and no rebate shall be given to the distributors. Other products are subject to specific product policies.
- 5.3 The release amounts of advertisers held by Baidu (holding ratio  $\square$  51%, the list of such advertisers is subject to confirmation by Baidu) shall be included in calculation of rebate proportion, but no rebate shall be given to the distributors.
- 5.4 If any advertiser releasing promotions through any distributor is identified by Baidu as committing business violations (including promotion violations, cross-regional violations and framework violations) in 2017, the consumption of such advertiser shall not be included in calculation of rebate proportion and no rebate shall be given to the distributor. If there is any rebate paid before determination of the violation, the rebate shall be recovered. Moreover, performance penalties shall be imposed according to the following rules:
  - (1) Serious Class A violation: double the performance penalty based on the rebate that the distributor can enjoy according to these policies. The penalty limit is 1 time of the total consumption of the violating advertiser for the current term.
  - (2) Non-serious Class A violation: impose the performance penalty based on the rebate that the distributor can enjoy according to these policies. The penalty limit is the performance amount determined by Baidu.
  - (3) When the compliance performance of the distributor is not enough to offset the performance penalty, the distributor's rebate will be deducted. If the rebate is also not enough, the distributor shall make up the amount in cash. If the distributor fails to do so, its distributor qualification will be canceled.
  - (4) It shall be determined by Baidu whether any act constitutes the violation abovementioned.
- 5.5 Release by advertisers in the investment attracting industry will not be included in calculation of rebate proportion and no rebate will be given to the distributors.

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- 5.6 No release amounts of related advertisers under the overall framework of Alibaba Group in Key Account Sales Department of Baidu shall be included in the rebate base of the distributors.
- 5.7 The rebates shall only apply to overseas key distributors signing the distributor contract with Baidu. Where overseas key distributors develop and sign any agreement with secondary distributors according to their own business needs, no rebate will be given to such overseas key distributors with respect to consumption of the advertisers of the secondary distributors.
- 5.8 KA overseas distributors shall develop advertisers in accordance with the overseas business development rules of Baidu.

## 6. Exclusivity

If Party B represents any product of any company other than Baidu, it shall obtain prior consent of Baidu and file a record with Baidu. Where Party B breaches this Clause 6, Party A shall have the right to cancel Party B's qualification of regional agent at any time and to recover the Authorization Certificate without assuming any liability for breach of contract or for compensation.

Notwithstanding the above provisions, without Party A's written permission, Party B may not promote or sell any third party's product or service competing with Party A's "Baidu Promotion" (including but not limited to the competing products of Tencent, Letv, Qihoo 360, Google, Sogou, Yahoo, Sina, Netease, Alibaba, Taobao, 58 Tongcheng, Ganji, TouTiao, Meituan & Dianping). If Party B breaches this Clause 6, Party A shall have the right to cancel Party B's qualification of regional agent at any time and to recover the Authorization Certificate without assuming any liability for breach of contract or for compensation.

## 7. Distributor Rebate System

- 7.1 P4P product rebate. The rebate proportion that Party B can enjoy within the term of this Contract for promotion service of P4P products is 22% and will be achieved through the management account. The standard rebate will be automatically added to Party B's Agent Management Account of Baidu Promotions, which can only be used for transfer and cannot be withdrawn in cash. Party B will not receive other discounts during transfer. The P4P products involved in such rebate are subject to the agreement with Baidu.
- 7.2 Party B will enjoy 50% discount (hereinafter referred to as "**Standard Discount**") on the products in the non-search category with open and standard quotation during the term of this Contract. The specific open and standard price and products that enjoy discounts are subject to those published by Party A;
- 7.3 Rebate for completion of the quarterly task.
- 7.3.1 Baidu will issue quarterly assessment tasks to distributors on a quarterly basis and give corresponding rebate for completion of the quarterly task according to the completion status of the distributor quarterly assessment task. Rebate for completion of the quarterly task = rebate base \* rebate ratio for completion of the quarterly task \* rebate coefficient for completion of the quarterly task.

<u>Quarterly Task Rebate</u>	
Ratio for Completion of the Quarterly Task (T)	Rebate Ratio for Completion of the Quarterly Task
105% > T ≥ 95%	2%
T < 105%	4%

- (1) Quarterly task and quarterly task completion assessment shall be calculated based on the operating income of Baidu.
- (2) Rebate calculation and payment are subject to the financial income of Baidu.

7.3.2 Rebate coefficient for completion of the quarterly task is set according to the gradient of completion status of the distributor quarterly task as follows:

<u>Rebate Gradient Table of Completion Status of Quarterly Task</u>	
Task Completion Ratio	Quarterly Rebate Coefficient
95% > T	0
105% > T ≥ 95%	T
T < 105%	1

- 7.4 Conditions for calculation of the rebate amount. Party A will conduct quarterly assessment on Party B according to the natural quarter during the term of this Contract. The assessment criteria are subject to the Key Distributor Incentive Policy of Key Account Sales Department (Overseas Distributors) 2017.
  - 7.4.1 The amount credited to the rebate shall be paid within the payment period specified in the Online Promotion Service Contract and Network Distribution Service Contract for each release.
  - 7.4.2 The amount credited to the rebate shall be the amount specified in the Online Promotion Service Contract and Network Distribution Service Contract for each release which is received and recognized as income.
  - 7.4.3 The base for calculating the rebate is determined in accordance with the provisions of Clause 7.6 and Clause 7.7 hereof.
- 7.5 Calculation method for the base of quarterly rebate. Baidu shall confirm the income of Baidu for the last quarter in accordance with the entrusted release of the distributors on Baidu website or other websites agreed by the parties and the accounting standards of China and the United States at the end of this quarter, calculate the rebate according to the quarterly income and the received payment, and pay the rebate after receipt of payment.
- 7.6 Calculation method for the base of annual rebate. Baidu shall confirm the income of Baidu in 2017 in accordance with the entrusted release of the distributors on Baidu website or other websites agreed by the parties and the accounting standards of China and the United States at the end of the first quarter of 2018, calculate the rebate according to the annual income and the received payment and pay the rebate after receipt of payment.
- 7.7 The rebate amount will be paid by bank transfer. The distributors enjoying a rebate or special discount shall issue a special VAT invoice in advance with the equivalent amount. When the rebate is used to deduct the release amount or the frame deposit, the distributor shall also issue a special VAT invoice with the equivalent amount.

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**8. Others**

- 8.1 The quarterly rebate shall be paid in the form of bank telegraphic transfer within one month after settlement of the Parties. The distributor receiving the rebate shall issue an invoice with equal amount.
- 8.2 Baidu reserves the right of final interpretation and the discretion on these distributor management rules.
- 8.3 Baidu has the right to modify the management rules at any time as needed, provided that it shall notify the distributor. The modification has no retroactivity.

**9. Selection Mechanism and Penalties for Violations**

- 9.1 Distributor selection mechanism. Baidu has the right to eliminate the distributors meeting the following circumstances to protect the core competitiveness of overseas distributors and maintain the sustainability of Baidu overseas business. The overseas distributors eliminated shall not re-apply to become overseas distributors for two quarters.
- (1) The overseas distributor fails to complete quarterly tasks for two consecutive quarters, and the task completion rate is less than 90%.
  - (2) The overseas distributor has significant irregularities in any quarter, including but not limited to low price competition, development or transfer in violation of relevant provisions, advertisers' service complaints and spread of views adverse to Baidu.
  - (3) The overseas distributor delays in payment of fees for several times, delays in payment of any single fee for more than 30 days, delays in return of any contract, or otherwise violates Baidu's financial system, thus impairing Baidu's normal operation.
- 9.2 Penalties for Distributor Violations. Where any distributor commits any of (but not limited to) the following violations:
- (1) The distributor does not comply with the confidentiality provisions of this Contract;
  - (2) The distributor spreads false information against Baidu and other competitors; or
  - (3) The distributor delays in paying any due amount,

Baidu has the right to take any one or more of the following measures, depending on the severity of the violation:

- (1) Warning;
- (2) Reducing Rebates;
- (3) Cancelling Rebates;
- (4) Cancelling the distributor's qualification;
- (5) Stopping release of promotions; or
- (6) Require payment of liquidated damages.

The distributors shall continue to perform the payment obligations in accordance with the Online Promotion Service Contract and Online Release Service Contract for each release even Baidu takes the above measures.

**10. Termination of Contract**

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- 10.1 Either Party may inform the other Party 3 months in advance to early terminate this Contract, which, however, shall not affect any Online Promotion Service Contract and Online Release Service Contract that are already signed by the Parties and have taken effect.
  - 10.2 Where either Party enters the bankruptcy application or liquidation procedure and the other Party notifies early termination of this Contract, this Contract shall be terminated.
  - 10.3 Where either Party is divided or merges with any other company, the company succeeding the rights and obligations of the Party shall continue to perform this Contract.
  - 10.4 When the Parties fulfill the obligations herein, this Contract shall terminate automatically.

**11. Confidentiality**

- 11.1 The Parties shall keep strictly confidential the trade secrets and technical information of the other Party known in the performance of this Contract and shall not disclose them to any third party without the consent of the other Party.
- 11.2 The Parties shall keep confidential the rebate policies set forth herein.
- 11.3 The Parties shall procure their respective employees to fulfill the above obligations.
- 11.4 The obligations in this Clause 11 shall survive the invalidity, rescission, early termination, cancellation or unenforceability of this Contract.

**12. Dispute Resolution**

- 12.1 Party A and Party B shall settle any matters not covered by this Contract through consultation and shall sign a supplementary contract to this Contract. The supplementary contract shall take effect after the Parties seal it and shall have the same legal effect as this Contract.
- 12.2 Party A and Party B shall resolve any disputes arising from performance of this Contract through consultation. If the consultation fails, either Party can file a lawsuit to the competent people's court at the place of Party A.
- 12.3 The signing, performance, interpretation and dispute resolution of this Contract shall be governed by the laws, regulations and rules of the People's Republic of China.

**13. Validity of Contract**

- 13.1 This Contract is made in duplicate with each party holding one. All counterparts have the same legal effect.
- 13.2 This Contract shall become effective when the representatives of the Parties affix it with their contract seals or common seals. If the commencement date of the cooperation set forth in this Contract is earlier than the effective date of this Contract, the rights and obligations shall be performed from the commencement date of the cooperation according to this Contract.
- 13.3 If any provision of this Contract conflicts with existing laws and regulations, the Parties may amend it without affecting the overall validity of this Contract.
- 13.4 If this Contract terminates after it is fully performed, it shall not affect either Party's right to seek liabilities to be borne by the other Party in accordance with relevant provisions of this Contract.

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**Party A:**

(Company seal: /s/ Baidu Online Network  
Technology (Beijing) Co., Ltd.)

Date: February 9, 2018

**Party B:**

(Company seal: /s/ Search Asia Technology  
(Shenzhen) Co., Ltd.)

/s/ Wing Hong Sammy Hsieh

Date: February 9, 2018

**Baidu Distributor Cooperation Contract****Party A: BAIDU (HONGKONG) LIMITED**

Legal Representative: Xiang Hailong

Legal Address: RM 2201-03 22/F WORLD WIDE HOUSE 19 DES VOEUX ROAD CENTRAL HONG KONG

Contact: Li Yinyu

E-mail: liyinyu@gz.baidu.com

**Party B: China Search (Asia) Ltd**

Legal Representative: Xue Yongkang

Legal Address: 31/F, Prosperity Millennia Plaza, 663 King's Road Quarry Bay, Hong Kong

Contact: Jon Chan

E-mail: jon.chan@baiduhk.com.hk

Party A is an information service provider duly established who provides network information services. Party B is a company duly established and validly existing and owns a good service system. Upon entrustment of the promotion clients (hereinafter referred to as the "**Clients**"), Party B needs the promotion services provided by Party A. With respect to relevant matters regarding Party B's releases and promotions on Party A's website (including Party A's website and websites of Party A's affiliates, pages or interfaces of Party A's allied members, hereinafter referred to as the "**Baidu Websites**"), upon entrustment of the Clients, Party A and Party B, through friendly consultation, reach the following agreement and enter into this Contract in accordance with the principles of mutual benefit and joint development.

**Note: The Parties confirm that this Contract has a collateral contract signed by Baidu Online Network Technology (Beijing) Co., Ltd. and Search Asia Technology (Shenzhen) Co., Ltd. The performance is calculated based on Party B's actual consolidated consumption in two contracts. BAIDU (HONGKONG) LIMITED will pay rebates to China Search (Asia) Ltd.**

**1. Term of Distribution Cooperation**

- 1.1 This Contract is valid from January 1, 2017 to December 31, 2017 for a period of 12 months.
- 1.2 The Parties acknowledge and agree that Party A will authorize Party B, as a distributor of Party A, to promote Party A's "Baidu Promotion" technical services (including the existing Baidu Promotion and its derivative services, hereinafter referred to as "**Baidu Promotions**") to its final clients and to serve as Party A's general agent in the regions including but not limited to Hong Kong, Macao, Taiwan, Singapore, and Europe. Party B shall not mislead the Clients in any express or implied manner into believing that Party B acts on behalf of Party A.

**2. Rights and Obligations of Party A**

- 2.1 Party A will open a "Regional Agent Management Account" of Baidu Promotions for Party B. The ownership of such management account belongs to Party A. If Party A withdraws the authority of regional agent from Party B for any reason (except that this Contract is no longer renewed upon expiration), Party B shall stop using the management account from the date of withdrawal of the authority.

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- 2.2 Party A will issue an Authorization Certificate of Regional Agents with a limited period to Party B for Baidu Promotions.
  - 2.3 Party A authorizes Party B to carry out marketing activities in the name of a regional agent of Baidu Promotions.
  - 2.4 Party A has the right to refuse or modify the released contents which are unreal, illegal and contrary to sound social custom.
  - 2.5 Party A undertakes to give priority for Party B to select channel space under the same conditions.
  - 2.6 If Party B makes a written request, Party A will assist Party B to provide a real monitoring report after release of the promotions.
  - 2.7 Party A will display Party B's logo provided by Party B in the partner area on Party A's website.

### **3. Rights and Obligations of Party B**

- 3.1 Party B shall apply for an independent "Baidu Promotion" account for each "Baidu Promotion" Client. The Client's information shall be true and valid. Supporting documents of the Client to prove effective subject qualification and legitimate operation in related industries, such as business license, are also required. Party B will conduct daily management on its Clients, including account opening, top-up, renewal and contact.
- 3.2 Party B shall first check the qualifications and other materials and information of Clients it provides to Party A for Baidu Promotions, and shall assume independent and full responsibility for the authenticity, legality, validity and accuracy of all kinds of materials and information provided by it. At the same time, Party B shall warrant that the information provided to Party A is true and lawful, and that Party A's use of such information will not infringe the legitimate rights and interests of any third party. If the above information is changed, Party A shall be notified immediately. Where Party A makes any compensation to netizens owing to fraud and other acts of the Clients developed by Party B, Party A has the right to recover the compensation from Party B.
- 3.3 The Clients developed by Party B shall comply with the provisions of national laws and regulations and shall not violate Party A's rules and regulations.
- 3.4 Party B shall actively expand sales business of online release. It shall sign the Online Promotion Service Contract and Online Release Service Contract with Party A five working days before commencement of the information release plan for each release, indicating the release form, time, location, content, price and other specific items, and provide Party A with such contracts and complete information required to release.
- 3.5 The release content provided by Party B shall be true and lawful, and shall not be fraudulent, deceive or mislead consumers, or violate laws and regulations of the People's Republic of China, public morals and the legitimate interests of any third party. The contents and pictures to be released shall conform to relevant laws. Otherwise, Party A has the right to refuse false or illegal contents to be released, and Party B shall bear the legal liability arising from the released contents.
- 3.6 Party B is obligated to inform Party A of the feedback from its Clients in a timely manner so that Party A can give immediate response.
- 3.7 Party B shall promptly pay the fees for release services, calculation of which shall be subject to the provisions of Clause 4 (Payment Amount and Payment Term).

### **4. Payment Amount and Payment Term**

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- 4.1 Party B shall make advance payment to top up its agent management account. Party B shall timely top up the account when the advance payment is less than RMB5000.
- 4.2 Release fees. Party B generally pays the release fees to Party A in accordance with the corresponding offer discount in the table below after accepting the Client's entrustment of releasing online promotion on the website of Party A. The specific fee standard is subject to the Online Promotion Service Contract and Online Release Service Contract signed by the Parties for each release. Special product lines or special contracts which do not enjoy the preferential policies of this Contract shall be specified in the specific Online Promotion Service Contract and Online Release Service Contract.
- 4.3 Baidu distribution payment policy. Party B shall pay off the release fee corresponding to the Online Promotion Service Contract and Online Release Service Contract for each release before the settlement date set forth in such contracts.
- 4.4 If any agent fails to pay the release fee on time, Baidu may deduct the overdue amount from rebates or require Party B to pay liquidated damages at the daily rate of 0.02% of the overdue amount from the overdue payment date, and may require immediate implementation.
- 5. Product Incentives**
- 5.1 Party B shall settle relevant release fees with Party A in accordance with the latest quotation issued by Party A and the corresponding discounts in the table below. The specific fee standard is subject to the Online Promotion Service Contract and Online Release Service Contract signed by the Parties for each release. Special product lines or special contracts which do not enjoy the preferential policies of this Contract shall be specified in the Online Promotion Service Contract and Online Release Service Contract.
- 5.2 With respect to Aladdin (except title sponsorship of Aladdin), Chunhua and BES products, their release amounts shall not be included in calculation of rebate proportion and no rebate shall be given to the distributors. Other products are subject to specific product policies.
- 5.3 The release amounts of advertisers held by Baidu (holding ratio  $\geq$  51%, the list of such advertisers is subject to confirmation by Baidu) shall be included in calculation of rebate proportion, but no rebate shall be given to the distributors.
- 5.4 If any advertiser releasing promotions through any distributor is identified by Baidu as committing business violations (including promotion violations, cross-regional violations and framework violations) in 2017, the consumption of such advertiser shall not be included in calculation of rebate proportion and no rebate shall be given to the distributor. If there is any rebate paid before determination of the violation, the rebate shall be recovered. Moreover, performance penalties shall be imposed according to the following rules:
- (1) Serious Class A violation: double the performance penalty based on the rebate that the distributor can enjoy according to these policies. The penalty limit is 1 time of the total consumption of the violating advertiser for the current term.
  - (2) Non-serious Class A violation: impose the performance penalty based on the rebate that the distributor can enjoy according to these policies. The penalty limit is the performance amount determined by Baidu.
  - (3) When the compliance performance of the distributor is not enough to offset the performance penalty, the distributor's rebate will be deducted. If the rebate is also not enough, the distributor shall make up the amount in cash. If the distributor fails to do so, its distributor qualification will be canceled.
  - (4) It shall be determined by Baidu whether any act constitutes the violation abovementioned.
- 5.5 Release by advertisers in the investment attracting industry will not be included in calculation of rebate proportion and no rebate will be given to the distributors.
- 5.6 No release amounts of related advertisers under the overall framework of Alibaba Group in Key Account Sales Department of Baidu shall be included in the rebate base of the distributors.

- 5.7 The rebates shall only apply to overseas key distributors signing the distributor contract with Baidu. Where overseas key distributors develop and sign any agreement with secondary distributors according to their own business needs, no rebate will be given to such overseas key distributors with respect to consumption of the advertisers of the secondary distributors.
- 5.8 KA overseas distributors shall develop advertisers in accordance with the overseas business development rules of Baidu.

**6. Exclusivity**

If Party B represents any product of any company other than Baidu, it shall obtain prior consent of Baidu and file a record with Baidu. Where Party B breaches this Clause 6, Party A shall have the right to cancel Party B’s qualification of regional agent at any time and to recover the Authorization Certificate without assuming any liability for breach of contract or for compensation.

Notwithstanding the above provisions, without Party A’s written permission, Party B may not promote or sell any third party’s product or service competing with Party A’s “Baidu Promotion” (including but not limited to the competing products of Tencent, Letv, Qihoo 360, Google, Sogou, Yahoo, Sina, Netease, Alibaba, Taobao, 58 Tongcheng, Ganji, TouTiao, Meituan & Dianping). If Party B breaches this Clause 6, Party A shall have the right to cancel Party B’s qualification of regional agent at any time and to recover the Authorization Certificate without assuming any liability for breach of contract or for compensation.

**7. Distributor Rebate System**

- 7.1 P4P product rebate. The rebate proportion that Party B can enjoy within the term of this Contract for promotion service of P4P products is 22% and will be achieved through the management account. The standard rebate will be automatically added to Party B’s Agent Management Account of Baidu Promotions, which can only be used for transfer and cannot be withdrawn in cash. Party B will not receive other discounts during transfer. The P4P products involved in such rebate are subject to the agreement with Baidu.
- 7.2 Party B will enjoy 50% discount (hereinafter referred to as “**Standard Discount**”) on the products in the non-search category with open and standard quotation during the term of this Contract. The specific open and standard price and products that enjoy discounts are subject to those published by Party A;
- 7.3 Rebate for completion of the quarterly task.
- 7.3.1 Baidu will issue quarterly assessment tasks to distributors on a quarterly basis and give corresponding rebate for completion of the quarterly task according to the completion status of the distributor quarterly assessment task. Rebate for completion of the quarterly task = rebate base \* rebate ratio for completion of the quarterly task \* rebate coefficient for completion of the quarterly task.

<u>Quarterly Task Rebate</u>	
Ratio for Completion of the Quarterly Task (T)	Rebate Ratio for Completion of the Quarterly Task
105% > T ≥ 95%	2%
T < 105%	4%

- (1) Quarterly task and quarterly task completion assessment shall be calculated based on the operating income of Baidu.
- (2) Rebate calculation and payment are subject to the financial income of Baidu.

7.3.2 Rebate coefficient for completion of the quarterly task is set according to the gradient of completion status of the distributor quarterly task as follows:

<b>Rebate Gradient Table of Completion Status of Quarterly Task</b>	
Task Completion Ratio	Quarterly Rebate Coefficient
95% > T	0
105% > T ≥ 95%	T
T < 105%	1

- 7.4 Conditions for calculation of the rebate amount. Party A will conduct quarterly assessment on Party B according to the natural quarter during the term of this Contract. The assessment criteria are subject to the Key Distributor Incentive Policy of Key Account Sales Department (Overseas Distributors) 2017.
- 7.4.1 The amount credited to the rebate shall be paid within the payment period specified in the Online Promotion Service Contract and Network Distribution Service Contract for each release.
- 7.4.2 The amount credited to the rebate shall be the amount specified in the Online Promotion Service Contract and Network Distribution Service Contract for each release which is received and recognized as income.
- 7.4.3 The base for calculating the rebate is determined in accordance with the provisions of Clause 7.6 and Clause 7.7 hereof.
- 7.5 Calculation method for the base of quarterly rebate. Baidu shall confirm the income of Baidu for the last quarter in accordance with the entrusted release of the distributors on Baidu website or other websites agreed by the parties and the accounting standards of China and the United States at the end of this quarter, calculate the rebate according to the quarterly income and the received payment, and pay the rebate after receipt of payment.
- 7.6 Calculation method for the base of annual rebate. Baidu shall confirm the income of Baidu in 2017 in accordance with the entrusted release of the distributors on Baidu website or other websites agreed by the parties and the accounting standards of China and the United States at the end of the first quarter of 2018, calculate the rebate according to the annual income and the received payment and pay the rebate after receipt of payment.
- 7.7 The rebate amount will be paid by bank transfer. The distributors enjoying a rebate or special discount shall issue a special VAT invoice in advance with the equivalent amount. When the rebate is used to deduct the release amount or the frame deposit, the distributor shall also issue a special VAT invoice with the equivalent amount.

**8. Others**

- 8.1 The quarterly rebate shall be paid in the form of bank telegraphic transfer within one month after settlement of the Parties. The distributor receiving the rebate shall issue an invoice with equal amount.
- 8.2 Baidu reserves the right of final interpretation and the discretion on these distributor management rules.

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8.3 Baidu has the right to modify the management rules at any time as needed, provided that it shall notify the distributor. The modification has no retroactivity.

## **9. Selection Mechanism and Penalties for Violations**

9.1 Distributor selection mechanism. Baidu has the right to eliminate the distributors meeting the following circumstances to protect the core competitiveness of overseas distributors and maintain the sustainability of Baidu overseas business. The overseas distributors eliminated shall not re-apply to become overseas distributors for two quarters.

- (1) The overseas distributor fails to complete quarterly tasks for two consecutive quarters, and the task completion rate is less than 90%.
- (2) The overseas distributor has significant irregularities in any quarter, including but not limited to low price competition, development or transfer in violation of relevant provisions, advertisers' service complaints and spread of views adverse to Baidu.
- (3) The overseas distributor delays in payment of fees for several times, delays in payment of any single fee for more than 30 days, delays in return of any contract, or otherwise violates Baidu's financial system, thus impairing Baidu's normal operation.

9.2 Penalties for Distributor Violations. Where any distributor commits any of (but not limited to) the following violations:

- (1) The distributor does not comply with the confidentiality provisions of this Contract;
- (2) The distributor spreads false information against Baidu and other competitors; or
- (3) The distributor delays in paying any due amount,

Baidu has the right to take any one or more of the following measures, depending on the severity of the violation:

- (1) Warning;
- (2) Reducing Rebates;
- (3) Cancelling Rebates;
- (4) Cancelling the distributor's qualification;
- (5) Stopping release of promotions; or
- (6) Require payment of liquidated damages.

The distributors shall continue to perform the payment obligations in accordance with the Online Promotion Service Contract and Online Release Service Contract for each release even Baidu takes the above measures.

## **10. Termination of Contract**

10.1 Either Party may inform the other Party 3 months in advance to early terminate this Contract, which, however, shall not affect any Online Promotion Service Contract and Online Release Service Contract that are already signed by the Parties and have taken effect.

10.2 Where either Party enters the bankruptcy application or liquidation procedure and the other Party notifies early termination of this Contract, this Contract shall be terminated.

10.3 Where either Party is divided or merges with any other company, the company succeeding the rights and obligations of the Party shall continue to perform this Contract.

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10.4 When the Parties fulfill the obligations herein, this Contract shall terminate automatically.

**11. Confidentiality**

- 11.1 The Parties shall keep strictly confidential the trade secrets and technical information of the other Party known in the performance of this Contract and shall not disclose them to any third party without the consent of the other Party.
- 11.2 The Parties shall keep confidential the rebate policies set forth herein.
- 11.3 The Parties shall procure their respective employees to fulfill the above obligations.
- 11.4 The obligations in this Clause 11 shall survive the invalidity, rescission, early termination, cancellation or unenforceability of this Contract.

**12. Dispute Resolution**

- 12.1 Party A and Party B shall settle any matters not covered by this Contract through consultation and shall sign a supplementary contract to this Contract. The supplementary contract shall take effect after the Parties seal it and shall have the same legal effect as this Contract.
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**Party A:**

(Company seal: /s/ BAIDU (HONGKONG) LIMITED)

Date: February 9, 2018

**Party B:**

(Company seal: /s/ China Search (Asia) Ltd)

/s/ Wing Hong Sammy Hsieh

Date: February 9, 2018

**Certification by the Principal Executive Officer  
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Wing Hong Sammy Hsieh, certify that:

1. I have reviewed this annual report on Form 20-F, as amended by Amendment No.1 thereto, of iClick Interactive Asia Group Limited;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the company and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) [intentionally omitted]
  - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by this annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting;
5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and

- 
- (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: June 8, 2018

By: /s/ Wing Hong Sammy Hsieh  
Name: Wing Hong Sammy Hsieh  
Title: Chief Executive Officer

**Certification by the Principal Financial Officer  
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Jie Jiao, certify that:

1. I have reviewed this annual report on Form 20-F, as amended by Amendment No.1 thereto, of iClick Interactive Asia Group Limited;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the company and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) [Intentionally omitted];
  - c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent function):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and

- 
- b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: June 8, 2018

By: /s/ Jie Jiao  
Name: Jie Jiao  
Title: Chief Financial Officer