UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 06, 2026

Mastech Digital, Inc.
(Exact name of Registrant as Specified in Its Charter)

Pennsylvania	**001-34099**	**26-2753540**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

1305 Cherrington Parkway
Building 210
Suite 400
Moon Township, Pennsylvania — **15108**
(Address of Principal Executive Offices) — **(Zip Code)**

Registrant's Telephone Number, Including Area Code: 412 787-2100

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $.01 per share	MHH	NYSE American LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, 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 provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 2.02 Results of Operations and Financial Condition.

On August 6, 2026, Mastech Digital, Inc. (the “Company”) issued a press release (the “Press Release”) announcing its financial results for the second quarter ended June 30, 2026. A copy of the Press Release is furnished herewith as Exhibit 99.1 and is incorporated herein by reference.

The information contained in this Item 2.02 and in Exhibit 99.1 shall not be deemed filed for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such a filing.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On August 1, 2026, Mastech Digital, Inc. (the "Company") awarded Nirav Patel, the Company's Chief Executive Officer and President, 50,000 restricted stock units (“RSUs”). The terms regarding the issuance of these restricted stock units are set forth in a Restricted Stock Unit Agreement between the Company and Mr. Patel dated August 1, 2026 (the “Restricted Stock Agreement”).

Under the terms of the Restricted Stock Agreement, the RSUs shall become vested and exercisable in accordance with the following schedule:

(i) 16,667RSUs shall vest on the one-year anniversary of the Grant Date;

(ii) An additional 16,667 RSUs shall vest on the two-year anniversary of the Grant Date;

(iii) An additional 16,666 RSUs shall vest on the three-year anniversary of the Grant Date.

The foregoing description of the Restricted Stock Agreement does not purport to be complete and is qualified in its entirety by the full text of the Restricted Stock Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On August 5, 2026, the Board of Directors of the Company adopted the Second Amended and Restated Bylaws of the Company (the "Amended and Restated Bylaws"), effective as of that date. The Amended and Restated Bylaws replaced the Company's prior Amended and Restated Bylaws in their entirety.

The Amended and Restated Bylaws contain amendments that were adopted primarily to conform the Bylaws to the 2022 amendments to the Pennsylvania Business Corporation Law of 1988, as amended (the "BCL"), including amendments relating to shareholder meetings by electronic means, notice provisions, officer liability limitations and other conforming changes, as well as an exclusive forum selection provision designating the state courts of the Commonwealth of Pennsylvania in and for Allegheny County as the exclusive forum for certain actions relating to the Company's internal affairs, and designating the federal district courts of the United States as the exclusive forum for claims arising under the Securities Act of 1933, as amended. In addition, a new Article 10 was added, which expressly provides that the Bylaws may be altered, amended or repealed by the Board, as set forth in the Company’s Amended and Restated Articles of Incorporation.

The foregoing description of the Amended and Restated Bylaws does not purport to be complete and is qualified in its entirety by reference to the full text of the Second Amended and Restated Bylaws, a copy of which is filed as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
3.1	Mastech Digital Second Amended and Restated Bylaws effective August 5, 2026
10.1	Restricted Stock Unit Agreement dated August 5, 2026, between Mastech Digital, Inc and Nirav Patel
99.1	Press Release
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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 hereunto duly authorized.

MASTECH DIGITAL, INC.

Date:	August 6, 2026	By:	/s/ Kannan Sugantharaman
			Kannan Sugantharaman
			Chief Financial Officer

SECOND AMENDED AND RESTATED BYLAWS

OF

MASTECH DIGITAL, INC.

ADOPTED AS OF AUGUST 5, 2026

TABLE OF CONTENTS

AMENDED AND RESTATED BYLAWS
of
Mastech Digital, Inc.

1. SHAREHOLDERS

1.1. Annual Meeting.

An annual meeting of the shareholders shall be held in each calendar year, on such date as may be fixed by the board of directors of the Corporation (the “Board of Directors” or “Board”), for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the state where the meeting is to be held, such meeting shall be held on the next succeeding business day.

1.2. Special Meetings.

Special meetings of the shareholders may be called at any time by (i) the Board of Directors (or either Co-Chairman thereof) or (ii) by the Chief Executive Officer and President. Upon written request of any person who has duly called a special meeting, the Secretary shall fix the time of the meeting which shall be held not more than sixty (60) days after the receipt of the request. If the Secretary neglects or refuses to fix the time of the meeting, the person or persons calling the meeting may do so.

1.3. Place of Meeting.

All meetings of the shareholders shall be held at the registered office of the Corporation or at such other place, within or without the Commonwealth of Pennsylvania, as may be designated by the Board of Directors from time to time, or, if so determined by the Board of Directors in its sole discretion, by means of teleconference, the Internet or other electronic technology in accordance with Section 1704 of the Pennsylvania Business Corporation Law of 1988, as amended (the “BCL”) or any successor provision thereto. If the Board of Directors authorizes participation by means of teleconference, the Internet or other electronic technology, the Board of Directors shall implement reasonable measures to (a) verify that each person deemed present and permitted to vote at the meeting by means of teleconference, the Internet or other electronic technology is a shareholder or proxyholder, (b) provide each shareholder and proxyholder participating by means of teleconference, the Internet or other electronic technology a reasonable opportunity to participate in the meeting, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (c) maintain a record of any vote or other action taken by any shareholder or proxyholder at the meeting by means of teleconference, the Internet or other electronic technology.

1.4. Notice.

Except as provided in Section 1.6 of these Bylaws, written notice of every meeting of the shareholders shall be given by, or at the direction of, the Secretary, Co-Chairman or President or, if he or she neglects or refuses to do so, may be given by the person or persons calling the meeting, to each shareholder of record entitled to vote at the meeting, unless a greater period of notice is required by law in the particular case, at least (a) ten (10) days prior to the day named for a meeting called to consider an entity transaction under Chapter 3 of the BCL (or any successor provision thereto) or a fundamental change under Chapter 19 of the BCL (or any successor provision thereto) or (b) five (5) days prior to the day name for the meeting in any other case. The notice of meeting shall specify the place (if any), day and hour of the meeting and the means of teleconference, the Internet or other electronic technology, if any, by which shareholders and proxyholders may be deemed to be present in person and vote at such meeting and, in the case of a special meeting, the general nature of the business to be transacted, and, if applicable, the notice shall state that the purpose, or one of the purposes, of the meeting is to consider the adoption, amendment or repeal of the Bylaws in which case the notice shall include, or be accompanied by, a copy of the proposed amendment or a summary of the changes to be effected thereby. Notice shall be sent to the shareholders, if delivered personally or by mail, to a shareholder's postal address appearing on the books of the Corporation or, if delivered by electronic means permitted by the BCL, by facsimile transmission, email or other electronic communication to a shareholder's facsimile number or address for e-mail or other electronic communications supplied by such shareholder to the Corporation for the purpose of notice. Notice delivered personally or by mail in such manner shall be deemed to have been given to the shareholder when deposited in the United States mail or with a courier service for personal delivery to such shareholder. Notice delivered by electronic means permitted by the BCL in such manner shall be deemed to have been given to the shareholder when sent to such shareholder.

1.5.Quorum.

A shareholders' meeting duly called shall not be organized for the transaction of business unless a quorum is present. The presence in person or by proxy of shareholders entitled to cast at least a majority of the votes that all shareholders are entitled to cast on a particular matter to be acted upon at the meeting shall constitute a quorum for the purposes of consideration and action on such matter. A shareholder or proxyholder participating in a meeting by means of teleconference, the Internet or other electronic technology shall be deemed present in person and entitled to vote at such meeting, whether such meeting is held at a designated place or solely by means of teleconference, the Internet or other electronic technology. The shareholders present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those present may adjourn the meeting to such time and place as they may determine. Those shareholders entitled to vote who attend a meeting called for the election of directors that has previously been adjourned for lack of a quorum, although less than a quorum as fixed herein, shall nevertheless constitute a quorum for the purpose of electing directors. In other cases, those shareholders entitled to vote who attend a meeting of shareholders that has been previously adjourned for one or more periods aggregating at least fifteen (15) days because of absence of a quorum, although less than a quorum as fixed herein, shall nevertheless constitute a quorum for the purpose of acting upon any matter set forth in the notice of the meeting, provided that the notice of the meeting states that those shareholders who attend such adjourned meeting shall nevertheless constitute a quorum for the purpose of acting upon the matter set forth in the notice.

1.6.Shareholders Participation by Electronic Means.

The right of any shareholder to participate in any shareholder meeting by means of telephone conference, the Internet or other electronic means by which all persons participating in the meeting may hear each other and, in which event, all shareholders so participating shall be deemed present at such meeting, shall be granted solely in the discretion of the Board of Directors.

1.7.Adjournments.

Adjournment or adjournments of any annual or special meeting of shareholders, including one at which directors are to be elected, shall be taken for such period or periods as the presiding officer of the meeting or the shareholders present in person or by proxy and entitled to vote shall direct. When a meeting of shareholders is adjourned, it shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted at the adjourned meeting other than by announcement at the meeting at which the adjournment is taken, unless the Board of Directors fixes a new record date for the adjourned meeting or unless notice of the business to be transacted was required by the BCL to be set forth in the original notice of the meeting and such notice had not been previously given. Subject to quorum requirements, at any such adjourned meeting any business may be transacted which might have been transacted at the meeting as originally noticed.

1.8.Action by Shareholders.

Whenever any corporate action is to be taken by vote of the shareholders, it shall be authorized upon receiving the affirmative vote of a majority of the votes cast by all shareholders entitled to vote thereon, and if any shareholders are entitled to vote thereon as a class, upon receiving the affirmative vote of a majority of the votes cast by the shareholders entitled to vote as a class thereon, except where a different vote is required by law or the Articles of Incorporation of the Corporation (as amended from time to time, the “Articles”) or these Bylaws, as amended from time to time (these “Bylaws”).

1.9. Voting Rights of Shareholders.

Unless otherwise provided in the Articles, every shareholder shall be entitled to one vote for every share outstanding in such shareholder’s name on the books of the Corporation.

1.10. Proxies.

Every shareholder entitled to vote at a meeting of shareholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such shareholder by proxy. The presence of, or vote or other action at a meeting of shareholders, or the expression of consent or dissent to corporate action in writing, by a proxy of a shareholder shall constitute the presence of, or vote or action by, or written consent or dissent of the shareholder. Every proxy shall be executed in writing by the shareholder or by the duly authorized attorney-in-fact of the shareholder and filed with the Secretary of the Corporation. A transmission by electronic mail or other electronic transmission from a shareholder or attorney-in-fact, or a photographic, facsimile or similar reproduction of a writing executed by a shareholder or attorney-in-fact, shall be treated as properly executed if it sets forth a confidential and unique identification number or other mark furnished by the Corporation to the shareholder for purposes of a particular meeting or transaction.

Notwithstanding any other agreement or any provision in the proxy to the contrary, a proxy shall be revocable at will unless coupled with an interest, but the revocation of a proxy shall not be effective until written notice of the revocation has been given to the Secretary of the Corporation. An unrevoked proxy shall not be valid after three years from the date of its execution unless a longer time is expressly provided therein. A proxy shall not be revoked by the death or incapacity of the maker unless, before the vote is counted or the authority is exercised, written notice of such death or incapacity is given to the Secretary of the Corporation. Where two or more proxies of a shareholder are present, the Corporation shall, unless otherwise expressly provided in the proxy, accept as the vote of all shares represented thereby the vote cast by a majority of them and, if a majority of the proxies cannot agree whether the shares represented shall be voted or upon the manner of voting the shares, the voting of the shares shall be divided equally among those persons.

1.11. Voting List.

The officer or agent having charge of the transfer books for shares of the Corporation shall make a complete list of the shareholders entitled to vote at any meeting of shareholders, arranged in alphabetical order, with the address of and the number of shares held by each. The list shall be produced and kept open at the time and place of the meeting (or, in the case of a meeting held solely by means of teleconference, the Internet or other electronic technology, shall be made available for inspection on a reasonably accessible electronic network, provided that the information required to access such list is provided with the notice of the meeting) and shall be subject to the inspection of any shareholder during the whole time of the meeting for the purposes thereof except that, if the Corporation has 5,000 or more shareholders, in lieu of the making of the list, the Corporation may make the information available at the meeting by any other means. Failure to comply with the requirements of this bylaw shall not affect the validity of any action taken at a meeting prior to a demand at the meeting by any shareholder entitled to vote thereat to examine the list.

1.12. Determination of Shareholders of Record.

The Board of Directors may fix a time prior to the date of any meeting of shareholders as a record date for the determination of the shareholders entitled to notice of, or to vote at, the meeting, which time, except in the case of an adjourned meeting, shall be not more than ninety (90) days prior to the date of the meeting of shareholders. Only shareholders of record on the date so fixed shall be entitled to notice of, or to vote at, such meeting, notwithstanding any transfer of shares on the books of the Corporation after the record date so fixed. The Board of Directors may similarly fix a record date for the determination of shareholders of record for payment of dividends or for any other purpose. When a determination of shareholders of record has been made as provided in this bylaw for purposes of a meeting, the determination shall apply to any adjournment thereof unless the Board of Directors fixes a new record date for the adjourned meeting.

1.13. Certification by Nominee.

The Board of Directors may from time to time adopt a procedure whereby a shareholder of the Corporation may certify in writing to the Corporation that all or a portion of the shares registered in the name of the shareholder are held for the account of a specified person or persons. Upon receipt by the Corporation of a certification complying with said procedure, the persons specified in the certification shall be deemed, for the purposes set forth in said certification, to be the holders of record of the number of shares specified in place of the shareholder making the certification.

1.14. Presiding Officer.

All meetings of the shareholders shall be called to order and presided over by one or both of the Co-Chairmen, or, in their absence, by an officer or director of the Corporation appointed by the Chief Executive Officer and President, or, if none of those persons is present, by a chairperson of the meeting elected by the shareholders. The presiding officer of the meeting shall have the authority to establish rules and procedures for the conduct of any meeting of the shareholders, including, without limitation, rules and procedures for (a) determining the order of business, (b) the submission of questions from shareholders, (c) recognizing participants and limiting the time allotted for questions or comments, and (d) in the case of a meeting held by means of teleconference, the Internet or other electronic technology, addressing technical disruptions or other matters affecting the administration of the meeting.

1.15. Voting by Fiduciaries and Pledgees.

Shares of this Corporation standing in the name of a trustee or other fiduciary and shares held by an assignee for the benefit of creditors or by a receiver may be voted either in person or by proxy by the trustee, fiduciary, assignee or receiver. A shareholder whose shares are pledged shall be entitled to vote the shares, in person or by proxy, until the shares have been transferred into the name of the pledgee or a nominee of the pledgee.

1.16. Voting by Joint Holders of Shares.

Where shares of the Corporation are held jointly or as tenants in common by two or more persons, as fiduciaries or otherwise: (a) if only one or more of such persons is present in person or by proxy, all of the shares standing in the names of such persons shall be deemed to be represented for the purpose of determining a quorum and the Corporation shall accept as the vote of all such shares the vote cast by such person or a majority of such persons who are present; and (b) if the persons present are equally divided upon whether the shares held by them shall be voted or upon the manner of voting the shares, the voting of such shares shall be divided equally among the persons present without prejudice to the rights of the joint owners or the beneficial owners thereof among themselves. Notwithstanding the foregoing, if there has been filed with the Secretary of the Corporation a copy, certified by an attorney-at-law to be correct of the relevant portions of the agreement under which such shares are held or the instrument by which the trust or estate was created or the order of court appointing them or of an order of court directing the voting of such shares, the persons specified as having such voting power in the latest document so filed, and only those persons, shall be entitled to vote such shares but only in accordance therewith.

1.17. Voting by Corporations.

Any other domestic or foreign corporation for profit or not-for-profit that is a shareholder of this Corporation may vote by any of its officers or agents, or by proxy appointed by any such officer or agent, unless some other person, by resolution of its board of directors or pursuant to a provision of its articles or bylaws, a copy of which resolution or provision certified to as correct by one of its officers has been filed with the Secretary of this Corporation, is appointed its general or special proxy, in which case such person shall be entitled to vote the shares. Shares of this Corporation owned, directly or indirectly, by this Corporation and controlled, directly or indirectly, by the Board of Directors, as such, shall not be voted at any meeting and shall not be counted in determining the total number of outstanding shares for voting purposes at any given time.

1.18. Election of Directors.

In election of directors, voting need not be by ballot, unless required by vote of the shareholders before the voting for election of directors begins. The duly nominated candidates receiving the highest number of votes from each class or group of classes, if any, entitled to elect directors separately up to the number of directors to be elected by the class or group of classes shall be elected. If at any meeting of shareholders, directors of more than one class are to be elected, each class of directors shall be elected in a separate election.

1.19. Judges of Election.

In advance of any meeting of shareholders, the Board of Directors may appoint judges of election, who need not be shareholders, to act at such meeting or any adjournment thereof. If judges of election are not so appointed, the presiding officer of any such meeting may, and on the request of any shareholder or of any shareholder’s proxy shall, make such appointment at the meeting. The number of judges shall be one or three. No person who is a candidate for office to be filled at the meeting shall act as a judge. In case any person appointed as a judge fails to appear or fails or refuses to act, the vacancy may be filled by appointment made by the Board of Directors in advance of the convening of the meeting or at the meeting by the presiding officer thereof. The judge or judges of election shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the authenticity, validity and effect of proxies, shall receive votes or ballots, shall hear and determine all challenges and questions in any way arising in connection with the right to vote, shall count and tabulate all votes and determine the result and shall do such acts as may be proper to conduct the election or vote with fairness to all shareholders. The judge or judges of election shall perform their duties impartially, in good faith, to the best of their ability, and as expeditiously as is practical. If there are three judges of election, the decision, act or certificate of a majority shall be effective in all respects as the decision, act or certificate of all. On request of the presiding officer of the meeting, or of any shareholder or proxy of any shareholder, the judge or judges shall make a report in writing of any challenge or question or matter determined by them and execute a certificate of any fact found by them. Any report or certificate made by them shall be prima facie evidence of the facts stated therein.

2. BOARD OF DIRECTORS

2.1. General.

The business and affairs of the Corporation shall be managed by or under the direction of, the Board of Directors, which shall exercise all powers that may be exercised or performed by the Corporation and that are not by statute, the Articles or these Bylaws directed to be exercised or performed by the shareholders.

2.2. Number.

The Board of Directors shall consist of such number of members as determined in the Articles.

2.3.Regular Meetings.

The Board of Directors shall hold an annual meeting for the election of officers and the transaction of other proper business either as soon as practical after, and at the same place as, the annual meeting of shareholders or at such other day, hour and place as may be fixed by the Board. The Board of Directors may designate the time and place, within or without the Commonwealth of Pennsylvania, of other regular meetings.

2.4.Special Meetings.

Special meetings of the Board of Directors may be called by either Co-Chairman or any two (2) directors. The person or persons calling the special meeting may fix the day, hour and place, within or without the Commonwealth of Pennsylvania, of the meeting.

2.5.Notice of Meetings.

Notice of a regular meeting of the Board of Directors need not be given. Notice of every special meeting of the Board of Directors shall be given to each director at least 48 hours (in the case of notice by telephone, facsimile transmission, electronic mail, courier service or express mail) or five days (in the case of notice by first class mail) before the date set for the meeting. Every such notice shall specify the place, day and hour of the meeting. When a meeting of directors is adjourned, notice need not be given of the adjourned meeting other than by announcement at the meeting at which the adjournment is made. Notwithstanding the above notice requirements, if any meeting of directors cannot be organized because a quorum is not present, a majority of the directors present may adjourn the meeting to such time and place as they may determine, subject to the Bylaws of the Corporation. Neither the business to be transacted at, nor the purpose of, any annual, regular or special meeting of the Board of Directors need be specified in the notice of the meeting.

2.6.Interested Directors or Officers; Quorum.

A contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust or other enterprise in which one or more of this Corporation’s directors or officers are directors or officers or have a financial or other interest, shall not be void or violable solely for that reason, or solely because the common or interested director or officer is present at or participates in the meeting of the Board of Directors that authorizes the contract or transaction, or solely because the common or interested director’s or officer’s votes are counted for such purpose, if (1) the material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors and the Board authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors then serving even though the disinterested directors are less than a quorum; or (2) the material facts as to the director’s or officer’s relationship or interest and as to the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of those shareholders; or (3) the contract or transaction is fair as to this Corporation as of the time it is authorized, approved or ratified by the Board of Directors or the shareholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board that authorizes a contract or transaction described in this Article 2.6.

2.7.Compensation.

By resolution of the Board of Directors, each director may be paid his or her expenses, if any, of attendance at each meeting of the Board of Directors or committee thereof, and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the Board of Directors or committee thereof or both. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor and a director may be a salaried officer or employee of the Corporation.

2.8. Presumption of Assent.

A director of the Corporation who is present at a meeting of the Board of Directors, or of a committee of the Board, at which action on any corporate matter is taken on which the director is generally competent to act, shall be presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless such director files his or her written dissent to the action with the secretary of the meeting before the adjournment thereof or transmits the dissent in writing to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of the action. Nothing in this Section 2.8 shall bar a director from asserting that the minutes of a meeting incorrectly omitted said director's dissent if, promptly upon receipt of a copy of such minutes, said director notified the Secretary, in writing, of the asserted omission or inaccuracy.

2.9. Presiding Officer.

All meetings of the Board of Directors shall be called to order and presided over by either Co-Chairman, or, in their absence, by a director appointed by a Co-Chairman or, if none of those persons is present, by a chairperson of the meeting elected at such meeting by the Board of Directors.

3. COMMITTEES OF THE BOARD

3.1. Committees of the Board.

The Board of Directors may, by resolution adopted by a majority of the directors in office, establish one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee or for purposes of any written action of the committee. Except in the case of the Audit and Compensation Committees, if any, or other similar committees, in the absence or disqualification of any member or alternate member or members of a committee, the member or members thereof present at any meeting and not disqualified from voting, though less than a quorum, may unanimously appoint another director to act at the meeting in the place of the absent or disqualified member. A committee, to the extent provided in the resolution of the Board of Directors creating it, shall have and may exercise all of the powers and authority of the Board of Directors except that a committee shall not have any power or authority as to: (i) the submission to shareholders of any action requiring the approval of shareholders pursuant to the BCL, (ii) the creation or filling of vacancies in the Board of Directors, (iii) the adoption, amendment or repeal of the Bylaws, (iv) the amendment, adoption or repeal of any resolution of the Board that by its terms is amendable or repealable only by the Board, or (v) action on matters committed by the Bylaws or resolution of the Board to another committee of the Board. Each committee of the Board shall serve at the pleasure of the Board.

3.2. Committee Rules.

In the absence of a resolution of the Board of Directors to the contrary, a majority of the entire authorized number of members of such committee shall be necessary to constitute a quorum for the transaction of business.

4. OFFICERS

4.1. Officers and Qualifications.

The Corporation shall have a Chief Executive Officer and President, a Secretary and a Treasurer, each of whom shall be elected or appointed by the Board of Directors. The Board may also elect or provide for the appointment of one or more Vice Presidents, a Controller, and such other officers and assistant officers as the Board deems necessary or advisable. Officers of the Corporation, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the Corporation or as is determined by or pursuant to resolutions or orders of the Board of Directors.

4.2. Election, Term and Vacancies.

The officers and assistant officers of the Corporation shall be elected by the Board of Directors at the annual meeting of the Board or from time to time as the Board shall determine. Each officer shall hold office at the pleasure of the Board. A vacancy in any office occurring in any manner may be filled by the Board of Directors and, if the office is one for which these Bylaws prescribe a term, shall be filled for the unexpired portion of the term.

4.3. Removal; Resignation; Bond.

4.3.1.1. Removal. Any officer or agent of the Corporation may be removed by the Board of Directors with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

4.3.1.2. Resignation. Any officer may resign at any time upon written notice to the Corporation. The resignation shall be effective upon receipt thereof by the Corporation or at such subsequent time as may be specified in the notice of resignation.

4.3.1.3. Bond. The Corporation may secure the fidelity of any or all of its officers by bond or otherwise.

4.4. Chief Executive Officer.

The Chief Executive Officer shall have such authority and perform such duties as the Board of Directors may from time to time designate. Subject to the control of the Board of Directors and, within the scope of their authority, any committees thereof, the Chief Executive Officer shall (a) have general and active management authority with respect to all the business, property and affairs of the Corporation, (b) see that all orders and resolutions of the Board of Directors and the committees thereof are carried into effect, (c) pursuant to Sections 4.6 and 4.10, appoint and remove subordinate officers and agents, other than those appointed or elected by the Board of Directors, as the business of the Corporation may require, (d) act as the duly authorized representative of the Board in all matters, except where the Board has formally designated some other person or group to act, and (e) in general perform all the usual duties incident to the office of chief executive officer.

4.5. President.

The President shall (a) represent the Board of Directors, except where the Board has formally designated some other person or group to act, (b) execute, on behalf of the Corporation, contracts, leases, deeds, mortgages, notes and other instruments authorized by the Board of Directors, except in cases where the Board of Directors, these Bylaws or law expressly requires the execution thereof by some other officer, (c) together with the Co-Chairmen, pursuant to Sections 4.6 and 4.10, appoint and remove subordinate officers and agents, other than, those appointed or elected by the Board of Directors, as the business of the Corporation may require, (d) work in the management of the business, property and affairs of the Corporation and (e) have such other authority and perform such other duties as the Board of Directors may from time to time designate.

4.6. Vice Presidents.

Each Vice President, if any, shall perform such duties as may be assigned to him or her by the Board of Directors or by the Chief Executive Officer and President. In the absence or disability of the Chief Executive Officer and President, the most senior in rank of the Vice Presidents shall perform the duties of the President.

4.7. Secretary.

The Secretary shall (a) keep or cause to be kept the minutes of all meetings of the shareholders, the Board of Directors, and any committees of the Board of Directors in one or more books kept for that purpose, (b) have custody of the corporate records, stock books and stock ledgers of the Corporation, (c) keep or cause to be kept a register of the address of each shareholder, which address has been furnished to the Secretary by such shareholder, (d) see that all notices are duly given in accordance with law, the Articles, and these Bylaws, and (e) in general perform all the usual duties incident to the office of secretary and such other duties as may be assigned to him or her by the Board of Directors or the Chief Executive Officer. The Secretary may delegate any of his or her duties to any management officer or to any duly elected or appointed Assistant Secretary and may delegate custody of the Corporation's stock books, stock ledgers, shareholder lists and the like to a duly appointed stock transfer agent and/or registrar or, in the case of records regarding debt instruments, to an indenture or bond trustee, registrar or similar entity.

4.8.Assistant Secretary.

The Assistant Secretary, if any, or Assistant Secretaries if more than one, shall perform the duties of the Secretary in his or her absence and shall perform such other duties as the Board of Directors, the Chief Executive Officer or the Secretary may from time to time designate.

4.9.Treasurer.

The Treasurer shall have general supervision of the fiscal affairs of the Corporation. The Treasurer shall, with the assistance, of the Chief Executive Officer and managerial staff of the Corporation: (a) see that a full and accurate accounting of all financial transactions is made; (b) invest and reinvest the capital funds of the Corporation in such mariner as may be directed by the Board, unless such function shall have been delegated to a nominee or agent; (c) deposit or cause to be deposited in the name and to the credit of the Corporation, in such depositories as the Board of Directors shall designate, all monies and other valuable effects of the Corporation not otherwise employed; (d) prepare such financial reports as may be requested from time to time by the Board; (e) cooperate in the conduct of the annual audit of the Corporation's financial records by certified public accountants duly appointed by the Board; and (f) in general perform all the usual duties incident to the office of treasurer and such other duties as may be assigned to him or her by the Board of Directors or the President.

4.10.Other Management Officers.

Subject to control of the Board of Directors, the Chief Executive Officer and President, together with the Co-Chairmen of the Board, may select and appoint such other management officers as they deem advisable, including without limitation Managing Directors, who shall have such authority and perform such duties as may from time to time be prescribed by the Chief Executive Officer and President or by the Board.

4.11.Limitation of Liability of Officers.

To the fullest extent authorized by applicable law, an officer of the Corporation shall not be personally liable, as such, for monetary damages (including, without limitation, any judgment, amount paid in settlement, penalty, punitive damages or expense of any nature, including, without limitation, attorneys' fees and disbursements) for any action taken, or any failure to take any action, unless (a) the officer has breached or failed to perform the duties of his or her office under Subchapter C of Chapter 17 of the BCL (or any successor provision thereto), and (b) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness. The provisions of this Section 4.11 shall not apply to (i) the responsibility or liability of an officer pursuant to any criminal statute or (ii) the liability of an officer for the payment of taxes pursuant to federal, state or local law. This Section 4.11 shall not be deemed to limit any elimination or limitation of liability of officers for monetary damages to which an officer of the Corporation may be entitled under any provision of the Articles.

5. SHARE CERTIFICATES AND TRANSFERS

5.1.Certificates.

All classes and series of shares of capital stock of the Company, or any part thereof, shall be represented by stock certificates or shall be uncertificated shares, as determined by the Board of Directors, provided, that every shareholder shall be entitled to a share certificate if he or she so requests in the manner prescribed by the Company. Share certificates shall be in such form as shall be approved by the Board of Directors and shall state: (i) that the Corporation is incorporated under the laws of the Commonwealth of Pennsylvania, (ii) the name of the person to whom issued, and (iii) the number and class of shares and the designation of the series, if any, which the share certificate represents.

In the event that the Corporation is authorized to issue shares of more than one class or series, each share certificate shall also state, on the face or back of the certificate, that the Corporation will furnish to any shareholder upon request and without charge a full or summary statement of the designations, voting rights, preferences, limitations and special rights of the shares of each class or series authorized to be issued so far as they have been fixed and determined and the authority of the Board of Directors to fix and determine the designations, voting rights, preferences, limitations and special rights of the classes and series of shares of the Corporation.

5.2.Transfer of Shares.

Transfer of shares of the Corporation shall be made only on the stock transfer records of the Corporation (which may be kept in written or computer form). Transfers shall be made by the Corporation or its duly authorized agent as required by law. Except as otherwise set forth in Section 1.12 above (Certification by Nominee), the Corporation shall be entitled to treat the person in whose name shares stand on the books of the Corporation as the owner thereof for all purposes.

5.3.Registrar, Transfer Agent, Authenticating Trustee.

The Corporation may, but need not, designate another organization to act as authenticating trustee, transfer agent, registrar or other agent for the Corporation in the registration of transfers of its securities, the issuance of new securities or the cancellation of surrendered securities, and to perform such other functions as agent for the Corporation as the Corporation may deem appropriate.

5.4.Lost, Destroyed or Stolen Certificates.

If the registered owner of a share certificate claims that the security has been lost, destroyed or wrongfully taken, another may be issued in lieu thereof in such manner and upon such terms as the Board of Directors may authorize and shall be issued in place of the original security, in accordance with 13 Pa. C.S. (S) 8405(2), if the owner: (a) so requests before the Corporation has notice that the security has been acquired by a bona fide purchaser; (b) files with the Corporation an indemnity bond in such amount as the Corporation may determine; and (c) satisfies any other reasonable requirements imposed by the Corporation.

6. MANNER OF GIVING NOTICE, WAIVER OF NOTICE, ACTION WITHOUT MEETING, MEETINGS BY CONFERENCE TELEPHONE AND MODIFICATION OF PROPOSALS

6.1.Manner of Giving Notice.

Whenever written notice is required to be given to any person under the provisions of the BCL or by the Articles or these Bylaws, it may be given to the person either personally or by sending a copy thereof by first class or express mail, postage prepaid, or by courier service, charges prepaid, or by facsimile transmission or electronic mail or other form of electronic transmission, in the case of a shareholder, to the shareholder’s address (or to the shareholder’s facsimile number, electronic mail address, or other address for electronic transmission) appearing on the books of the Corporation or, in the case of a director, to the address supplied by the director to the Corporation for the purpose of notice. Notice sent by mail or by courier service shall be deemed to have been given when deposited in the United States mail or with a courier service for delivery except that, in the case of directors, notice sent by regular mail shall be deemed to have been given forty-eight (48) hours after being deposited in the United States mail or, in the case of facsimile, electronic mail, or other electronic transmission, when dispatched.

6.2. Waiver of Notice.

Whenever any written notice is required to be given by statute or the Articles or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to the notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of the notice. Neither the business to be transacted at, nor the purpose of, a meeting need be specified in the waiver of notice of such meeting. Attendance of a person, either in person or by proxy, at any meeting shall constitute a waiver of notice of the meeting, except where the person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

6.3. Board Action by Unanimous Written Consent.

Any action required or permitted to be taken at a meeting of the directors or of any committee of directors may be taken without a meeting if, prior or subsequent to the action, a consent or consents thereto in writing setting forth the action so taken is signed by all of the directors in office, or by all of the members of such committee in office, as the case may be, and is filed with the Secretary of the Corporation.

6.4. Meetings by Means of Conference Telephone.

One or more persons may participate in a meeting of the directors, or of any committee of directors, or of the shareholders, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Such participation shall constitute presence in person at the meeting.

6.5. Modification of Proposals.

Whenever the language of a proposed resolution is included in a written notice of a meeting required to be given by statute or by the Articles or Bylaws, the meeting considering the resolution may without further notice adopt it with such clarifying or other amendments as do not enlarge its original purpose.

7. CERTAIN SHAREHOLDER RIGHTS

7.1. Inspection of Corporate Records.

Every shareholder shall, upon written verified demand stating the purpose thereof, have a right to examine, in person or by agent or attorney, during the usual hours for business for any proper purpose, the share register, books and records of account, and records of the proceedings of the incorporations, shareholders and directors and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to the interest of the person as a shareholder. In every instance where an attorney or other agent is the person who seeks the right of inspection, the demand shall be accompanied by a verified power of attorney or other writing that authorizes the attorney or other agent to so act on behalf of the shareholder. The demand shall be directed to the Corporation at its registered office in Pennsylvania or at its place of business wherever situated.

8. GENERAL PROVISIONS

8.1. State of Incorporation.

The Corporation is incorporated under the laws of the Commonwealth of Pennsylvania.

8.2. Registered Office.

The location and post office address of the registered office of the Corporation in the Commonwealth of Pennsylvania shall be at 1000 Commerce Drive, Suite 500, Pittsburgh PA 15275 until otherwise established by an amendment of the Articles or by the Board of Directors and a record of such change is filed with the Pennsylvania Department of State in the manner provided by law.

8.3. Other Offices.

The Corporation may also have offices at such other places within or without the Commonwealth of Pennsylvania as the Board of Directors may from time to time appoint or the business of the Corporation may require.

8.4. Corporate Seal.

The Corporation may adopt a seal in such form as the Board of Directors shall from time to time determine.

8.5. Fiscal Year.

The fiscal year of the Corporation shall be as designated by the Board of Directors from time to time.

9. EXCLUSIVE FORUM; SUBMISSION TO JURISDICTION

9.1 Exclusive Forum and Submission to Jurisdiction.

Unless the Corporation consents in writing to the selection of an alternative forum, (a) the state courts of the Commonwealth of Pennsylvania in and for Allegheny County (or, in the event that the state courts of the Commonwealth of Pennsylvania in and for Allegheny County do not have jurisdiction, the federal district court for the Western District of Pennsylvania or other state courts of the Commonwealth of Pennsylvania) shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action, suit or proceeding brought on behalf of the Corporation, (ii) any action, suit or proceeding asserting a claim of breach of a fiduciary duty owed by any director, officer or shareholder of the Corporation to the Corporation or to the Corporation's shareholders, (iii) action or proceeding brought under Subchapter 15D of the BCL (relating to dissenters rights) or any successor provision thereto, (iv) any action or proceeding brought under Chapter 25 of the BCL (related to registered corporations) or any successor provision thereto, (v) any action or proceeding brought under Subchapter 17G of the BCL (related to judicial supervision of corporate action) or any successor provision thereto, (vi) any action, suit or proceeding arising pursuant to any provision of the BCL or the Articles or these Bylaws or (vii) any action, suit or proceeding asserting a claim against the Corporation governed by the internal affairs doctrine; and (b) subject to the preceding provisions of this Section 9.1, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause or causes of action arising under the Securities Act of 1933, as amended, including all causes of action asserted against any defendant to such complaint. If any action the subject matter of which is within the scope of clause (a) of the immediately preceding sentence is filed in a court other than the courts in the Commonwealth of Pennsylvania (a "Foreign Action") in the name of any shareholder, such shareholder shall be deemed to have consented to (x) the personal jurisdiction of the state and federal courts in the Commonwealth of Pennsylvania in connection with any action brought in any such court to enforce the provisions of clause (a) of the immediately preceding sentence and (y) having service of process made upon such shareholder in any such action by service upon such shareholder's counsel in the Foreign Action as agent for such shareholder.

Any person or entity purchasing or otherwise acquiring any interest in any security of the Corporation shall be deemed to have notice of and consented to Section 9.1. Notwithstanding the foregoing, the provisions of this Section 9.1 shall not apply to suits brought to enforce any liability or duty created by the Securities Exchange Act of 1934, as amended, or any other claim for which the federal courts of the United States have exclusive jurisdiction. If any provision or provisions of this Section 9.1 shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever, (A) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Section 9.1 (including, without limitation, each portion of any paragraph of this Section 9.1 containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (B) the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

10. AMENDMENTS

10.1 Bylaw Amendments.

These Bylaws may be altered, amended or repealed by the Board of Directors, as set forth in the Articles, which provisions are incorporated herein with the same effect as if they were set forth herein.

MASTECH DIGITAL, INC.
2008 STOCK INCENTIVE PLAN
(as amended and restated)

<u>RESTRICTED STOCK UNIT (RSU) AGREEMENT</u>

THIS RESTRICTED STOCK UNIT (RSU) AGREEMENT (this “Agreement”) is made as of the date set forth on Schedule A hereto (the “Grant Date”) by and between Mastech Digital, Inc., a Pennsylvania corporation (the “Corporation”), and the person named on Schedule A hereto (the “Grantee”).

WHEREAS, Grantee is a valuable employee of the Corporation or one of its subsidiaries (each, an “Affiliate”) and the Corporation considers it desirable and in its best interest that Grantee be given an inducement to acquire a proprietary interest in the Corporation and an incentive to advance the interests of the Corporation by granting the Grantee restricted stock units representing the right to receive shares of common stock, par value $.01 per share, of the Corporation (the “Stock”); and

WHEREAS, the Corporation has adopted the 2008 Stock Incentive Plan (the "Plan") under which the Corporation may grant restricted stock units to key employees of the Corporation subject to restrictions set forth in the Plan and this Agreement.

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby agree that as of the Grant Date, the Corporation hereby grants Grantee the number of restricted stock units set forth on Schedule A hereto (“RSUs”), representing authorized and unissued Stock, upon the terms and conditions set forth in the Plan and this Agreement. Each RSU represents an unfunded, unsecured right to receive one share of Stock upon vesting and settlement, subject to the terms hereof.

SECTION 1: <u>RSU Award</u>

1.1. Subject to the terms and conditions set forth herein and the terms of the Plan, and in order to provide an additional incentive for Grantee, as a key employee, to work for the long-range success of the Corporation, the Corporation hereby awards to Grantee the number of RSUs set forth on Schedule A hereto.

1.2. The RSUs do not represent actual shares of Stock and shall not entitle Grantee to any rights as a stockholder of the Corporation prior to settlement. Grantee shall have no voting rights, no right to receive dividends, and no other stockholder rights with respect to the RSUs until the shares of Stock are actually delivered to Grantee upon settlement of the RSUs.

SECTION 2: <u>Restrictions on Transfer</u>

2.1. The RSUs awarded hereunder or any interest therein may not be sold, transferred, assigned, pledged or otherwise disposed of (any such action being hereinafter referred to as a "<u>Disposition</u>" of the RSUs) by the Grantee, and any attempt to make such a Disposition shall be null and void and result in the immediate forfeiture and return to the Corporation, without consideration of any RSUs as to which restrictions on Disposition shall at such time be in effect.

2.2. Grantee acknowledges that until RSUs vest and the underlying shares of Stock are settled and delivered, Grantee holds only a contractual right to receive shares of Stock in the future, subject to the terms of this Agreement and the Plan. No certificates, book-entry credits, or other evidence of share ownership shall be issued with respect to the RSUs.

2.3. As soon as practicable after the date on which restrictions on Disposition of any RSUs lapse and shares of Stock are delivered in settlement of such RSUs, the Corporation will cause to be delivered to Grantee (which delivery may be by the Corporation's interoffice mail or by the U.S. mail at the last address for Grantee then indicated in the Corporation's records) certificates for such shares of Stock, subject to satisfaction of applicable tax withholding obligations pursuant to Section 4.2, registered in the name of Grantee, credit such shares of Stock to a book-entry account in the Grantee's name, or by such other method as the Corporation deems appropriate.

2.4. Grantee understands that the transfer agent for the Stock will be instructed to effect transfers of the shares of Stock underlying vested RSUs only upon satisfaction of the conditions set forth herein and in the Plan.

SECTION 3: Lapse of Restrictions and Forfeiture of RSUs

3.1. If Grantee remains continuously employed by the Corporation through the close of business on the vesting dates as set forth in Schedule A, RSUs shall vest in accordance with Schedule A. As soon as practicable after each vesting date (but in no event later than 75 days thereafter), the number of shares of Stock underling RSUs that vested as of such vesting date shall be delivered to Grantee.

3.2. Notwithstanding Section 3.1 hereof, RSUs shall become immediately vested upon termination of Grantee's active employment with the Corporation, prior to vesting, if such termination is by reason of (i) Grantee's death or (ii) Grantee's disability (covered by a long-term disability plan of the Corporation or an Affiliate then in effect).

3.3. Upon the effective date of a termination of Grantee's employment with the Corporation for any reason not specified in Section 3.2 above, all unvested RSUs shall automatically, without any further action of the Corporation or the Grantee, be forfeited and Grantee will have no further rights with respect to such unvested RSUs. For purposes of the immediately preceding sentence, the effective date of Grantee's termination shall be the date upon which Grantee ceases to perform services as an employee of the Corporation or any of its subsidiaries.

SECTION 4: Miscellaneous

4.1. Notwithstanding any other provision of this Agreement, Grantee hereby agrees to take any action, and consents to the taking of any action by the Corporation, with respect to the RSUs awarded hereunder necessary to achieve compliance with applicable laws or regulations in effect from time to time. Any determination by the Compensation Committee of the Board of Directors of the Corporation (the "Committee") with respect to the need for any action in order to achieve such compliance with laws or regulations shall be final, binding and conclusive. The Corporation shall in no event be obligated to register any securities pursuant to the Securities Act of 1933 (as the same shall be in effect from time to time) or to take any other affirmative action in order to cause the award of RSUs under the Plan, the vesting of RSUs or the delivery of shares of Stock underlying vested RSUs to comply with any law or regulation in effect from time to time.

4.2. Grantee shall be advised by the Corporation or an Affiliate as to the amount of any federal, state, local or foreign income or employment taxes required to be withheld by the Corporation or such Affiliate on the compensation income resulting from the award of, or vesting of, or delivery of shares of Stock with respect to RSUs. Grantee shall pay any taxes required to be withheld directly to the

Corporation or any Affiliate in cash upon request; provided, however, Grantee may satisfy such obligation in whole or in part by requesting the Corporation in writing to withhold from the shares of Stock underlying vested RSUs otherwise deliverable to Grantee or by delivering to the Corporation shares of the Grantee’s Stock having a Fair Market Value, as defined in the Plan, on the date as of which such taxes are calculated, equal to the amount of the aggregate minimum statutory withholding tax obligation to be so satisfied. Grantee understands that the Company is not obligated to deliver the shares of Stock underlying vested RSUs unless and until Grantee shall have made arrangements satisfactory to the Corporation to satisfy any obligation for withholding taxes with respect to the RSUs.

4.3. Grantee hereby indemnifies the Corporation and holds it harmless from and against any and all damages or liabilities incurred by the Corporation (including liabilities for attorneys' fees and disbursements) arising out of any breach by Grantee of this Agreement, including, without limitation, any attempted Disposition in violation of Section 2.1 hereof.

4.4. Nothing herein shall be construed as giving Grantee any right to be retained in the employ of the Corporation or affect any right which the Corporation may have to terminate the employment of such Grantee.

4.5. This Agreement is subject in all respects to the terms of the Plan, as amended and interpreted from time to time by the Plan Administrator; provided, however, that no alteration, amendment, revocation or termination of the Plan shall, without the written consent of Grantee, adversely affect the rights of Grantee with respect to the RSUs. Should there be any inconsistency between the provisions of this Agreement and the terms and conditions of the Plan, the provisions in the Plan shall govern.

4.6. The RSUs are intended to be exempt from, or comply with, Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"), and this Agreement shall be interpreted and administered consistent with such intent. Settlement of RSUs shall occur no later than March 15 of the calendar year following the calendar year in which the RSUs vest (the "short-term deferral" exception under Section 409A), unless a valid deferral election has been made in accordance with Section 409A. To the extent that any provision of this Agreement would cause the RSUs to be subject to Section 409A or would result in any tax, penalty, or interest thereunder, such provision shall be modified to the extent permitted by applicable law to avoid such result.

4.7. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, other than any choice of law provisions calling for the application of laws of another jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Restricted Stock Unit (RSU) Agreement as of the Grant Date set forth on Schedule A.

MASTECH DIGITAL, INC.

By: /s/ Sunil Wadhwani

GRANTEE

By: /s/ Nirav Patel
Nirav Patel

MASTECH DIGITAL, INC.
2008 STOCK INCENTIVE PLAN
(as amended and restated)

<u>RESTRICTED STOCK UNIT (RSU) AGREEMENT</u>

Schedule A

1. Grantee: Nirav Patel

2. Grant Date: August 1, 2026

3. Number of RSUs covered by the grant: 50,000

4. Vesting schedule: The RSUs shall become vested and exercisable in accordance with the following schedule:
   (i) 16,667 RSUs shall vest on the one-year anniversary of the Grant Date;

   (ii) An additional 16,667RSUs shall vest on the two-year anniversary of the Grant Date;

   (iii) An additional 16,666 RSUs shall vest on the three-year anniversary of the Grant Date

/s/ SW

Initials of Authorized Officer of MASTECH DIGITAL, INC.

/s/NP

Grantee's Initials

Exhibit 99.1

FOR IMMEDIATE RELEASE:

Mastech Digital Reports Second Quarter 2026 Results

Mastech Digital Reports Sequential Revenue Growth and Sustained Bookings Momentum

PITTSBURGH, PA – August 6, 2026 - Mastech Digital, Inc. (NYSE American: MHH) ("Mastech Digital"), a leading provider of Digital Transformation IT Services, announced today its financial results for the second quarter ended June 30, 2026.

Second Quarter 2026 Highlights:

MASTECH DIGITAL, INC.
SUPPLEMENTAL FINANCIAL INFORMATION
(Amounts in thousands)
(Unaudited)

	Three Months ended June 30,		Six Months ended June 30,	
	2026	**2025**	**2026**	**2025**
Revenues:				
Data & AI	$ 13,484	$ 15,737	$ 26,068	$ 31,734
Talent	27,963	33,360	56,462	65,680
Total revenues	**$ 41,447**	**$ 49,097**	**$ 82,530**	**$ 97,414**
Gross Margin $:				
Data & AI	$ 5,451	$ 6,139	$ 10,135	$ 12,173
Talent	6,548	7,681	12,889	14,539
Total gross margin $	**$ 11,999**	**$ 13,820**	**$ 23,024**	**$ 26,712**
Gross Margin %:				
Data & AI	40.4%	39.0%	38.9%	38.4%
Talent	23.4%	23.0%	22.8%	22.1%
Total gross margin %	29.0%	28.1%	27.9%	27.4%
GAAP Net Income (Loss)	$ (100)	$ 135	$ 164	$ (1,304)
GAAP Diluted Earnings (Loss) Per Share	$ (0.01)	$ 0.01	$ 0.01	$ (0.11)
Non-GAAP Net Income	$ 976	$ 1,830	$ 2,233	$ 2,586
Non-GAAP Diluted Earnings Per Share	$ 0.08	$ 0.15	$ 0.19	$ 0.21

See "Use of Non-GAAP Financial Measures" and "Reconciliation of GAAP Measures to Non-GAAP Measures" below.

Total consolidated revenues of $41.4 million during the quarter represented a decrease of 15.6% on a year-over-year basis, but an increase of 0.9% on a sequential basis from the first quarter of 2026. Data and AI segment revenues declined 14.4% during the quarter when compared to the second quarter of 2025 but increased 7.2% on a sequential basis from the first quarter of 2026, the first quarter of sequential growth since 2024. Data & AI segment reported bookings of $13.5 million during the quarter when compared to $9.0 million in the second quarter of 2025. Talent segment revenues declined 16.2% when compared to the second quarter of 2025, and a decrease of 1.9% on a sequential basis from the first quarter of 2026, driven by a 22.3% decrease in billable consultants since the second quarter of 2025, as a top ten client continued insourcing services we provide in this segment and we continued to exit lower-margin and non-strategic positions. Strong average bill rate of $92.17, as compared to $88.36 during the second quarter of 2025 reflected a continued focus on revenue quality.

Management Commentary:

Nirav Patel, Mastech Digital's President and Chief Executive Officer, stated, "Last quarter, we realigned our business into two segments, Talent and Data & AI, positioning us as a full-service, AI-first provider for enterprise customers. We believe that decision is beginning to show results. During the second quarter, we entered into a strategic AI deployment engagement with a leading US convenience store retailer to deploy a production-grade agentic AI foundation to power its consumer applications and store operations. We believe this engagement reflects continued enterprise demand for partners like Mastech Digital that can support AI-first initiatives.

Within our Data & AI segment, deliberate investments in our go-to-market acceleration, AI ready talent, and Data platform partnership scale-ups are now beginning to increase as reflected in our financials for the second quarter of 2026. Bookings for the quarter totaled $13.6 million, compared to $9.0 million in the second quarter of 2025.Revenue grew 7.2% sequentially, marking the segment's first sequential quarter of growth since 2024.

As anticipated, insourcing by one of our top ten clients continued to weigh on Talent segment performance, consistent with prior quarters. We continue to monitor the situation closely.
As we move into the second half of the year, our team remains focused and disciplined in executing our transformation plan"

Balance Sheet & Liquidity Update:

As of June 30, 2026, Mastech Digital had liquidity of $56.0 million, including cash and cash equivalents of $35.6 million and approximately $20.4 million of borrowing capacity available under its credit facility, with no bank debt.

Conference Call:

Mastech Digital will host a conference call to discuss the Company's second quarter 2026 financial results on August 6, 2026 at 9:00 a.m. Eastern Time. Those wishing to participate via telephone may dial in at 1-800-715-9871 (USA) or 1-646-307-1963 (International) with the passcode 7506988. A live audio webcast of the conference call can be accessed through the Mastech Digital investor relations website at https://investors.mastechdigital.com, and a webcast replay will be accessible for a limited time following the scheduled call.

About Mastech Digital, Inc.:

Mastech Digital (NYSE American: MHH) is a leading provider of Digital Transformation IT Services. The Company offers Data Management, Analytics & AI Solutions, and IT Staffing Services with a digital-first approach. A minority-owned enterprise, Mastech Digital is headquartered in Pittsburgh, PA, with offices across the U.S., Canada, Europe, and India. Visit us at www.mastechdigital.com.

Use of Non-GAAP Measures:

This press release contains non-GAAP financial measures to supplement our financial results presented on a GAAP basis. The presentation of these financial measures is not intended to be considered in isolation or as a substitute for, or superior to, financial information prepared and presented in accordance with GAAP. Investors are cautioned that there are material limitations associated with the use of non-GAAP financial measures as an analytical tool. Reconciliations of these non-GAAP measures to their comparable GAAP measures are included in the attached financial tables.

We believe that providing non-GAAP net income and non-GAAP diluted earnings per share offers investors useful supplemental information about the financial performance of our business, enables comparison of financial results between periods where certain items may vary independent of business performance, and allows for greater transparency with respect to key metrics used by management in operating our business. Additionally, management uses these non-GAAP financial measures in evaluating the Company's performance.

Specifically, the non-GAAP financial measures contained herein exclude the following expense items:

Amortization of acquired intangible assets: We amortize intangible assets acquired in connection with our June 2015 acquisition of Hudson IT, our July 2017 acquisition of the services division of InfoTrellis, Inc. and our October 2020 acquisition of AmberLeaf Partners. We exclude these amortization expenses in our non-GAAP financial measures because we believe it allows investors to make more meaningful comparisons between our operating results and those of other companies within our industry and facilitates a helpful comparison of our results with other periods.

Stock-based compensation expenses: We incur material recurring expenses related to non-cash, stock-based compensation. We exclude these expenses from our non-GAAP financial measures because we believe that it provides investors with meaningful supplemental information regarding operational performance. In particular, because of varying available valuation methodologies, subjective assumptions, and the variety of award types that companies can use under ASC 718, we believe that providing non-GAAP financial measures that exclude these expenses allows investors to make more meaningful comparisons between our operating results and those of other companies within our industry and facilitate comparisons of our results with other periods.

Forward-Looking Statements:

Certain statements contained in this release are forward-looking statements based on management's expectations, estimates, projections, and assumptions. Words such as "expects," "anticipates," "plans," "believes," "scheduled," "estimates" and variations of these words and similar expressions are intended to identify forward-looking statements, which include but are not limited to, projections of and statements regarding the Company's ability to generate revenues, earnings, and cash flow, and projections of and statements regarding the Company's operations, business, segments, expected financial results, performance, prospects, opportunities, priorities, ongoing objectives, strategies and outlook (including the timing, effectiveness and anticipated results of Company initiatives, strategies, business plans and models). These statements are based on information currently available to the Company and it assumes no obligation to update the forward-looking statements as circumstances change. These statements are not guarantees of future performance and involve certain risks and uncertainties, which are difficult to predict. Therefore, actual future results and trends may differ materially from what is forecasted in forward-looking statements due to a variety of factors, including, without limitation, the level of market demand for the Company's services, the highly competitive market for the types of services offered by the Company, the impact of competitive factors on profit margins, market and general economic conditions that could cause the Company's customers to reduce their spending for its services, the Company's ability to create, acquire and build new lines of business, to attract and retain qualified personnel, reduce costs and conserve cash, the Company's strategies, initiatives and expectations concerning its operations, segments and operating results, the extent to which the Company's business is adversely affected by the impacts of the COVID-19 pandemic or any other health epidemics or other outbreaks that disrupt day-to-day activities and other risks that are described in more detail in the Company's filings with the Securities and Exchange Commission, including its Form 10-K for the year ended December 31, 2025.

Investor Relations Contact:

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MASTECH DIGITAL, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(Amounts in thousands)
(Unaudited)

	June 30, 2026	Dec 31, 2025
ASSETS		
Current assets:		
Cash and cash equivalents	$ 35,603	$ 36,533
Accounts receivable, net	27,740	26,396
Prepaid and other current assets	5,930	5,647
Total current assets	69,273	68,576
Equipment, enterprise software and leasehold improvements, net	1,246	1,557
Operating lease right-of-use assets, net	2,255	2,534
Deferred income taxes	1,705	2,583
Deferred financing costs, net	47	95
Deferred compensation, net	750	1,000
Non-current deposits	518	530
Goodwill, net of impairment	27,210	27,210
Intangible assets, net of amortization	6,549	7,755
Total assets	**$ 109,553**	**$ 111,840**
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 3,139	$ 3,451
Current portion of operating lease liability	1,274	1,283
Accrued payroll and related costs	11,734	15,391
Other accrued liabilities	746	939
Total current liabilities	16,893	21,064
Long-term liabilities:		
Long-term operating lease liability, less current portion	851	1,138
Long-term severance liability	-	330
Total liabilities	17,744	22,532
Shareholders' equity:		
Common stock, par value $0.01 per share	140	137
Additional paid-in capital	45,490	42,515
Retained earnings	56,591	56,427
Accumulated other comprehensive income (loss)	(3,281)	(2,640)
Treasury stock, at cost	(7,131)	(7,131)
Total shareholders' equity	91,809	89,308
Total liabilities and shareholders' equity	**$ 109,553**	**$ 111,840**

MASTECH DIGITAL, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Amounts in thousands, except per share data)
(Unaudited)

	Three Months ended June 30,		Six Months ended June 30,	
	2026	**2025**	**2026**	**2025**
Revenues	$ 41,447	$ 49,097	$ 82,530	$ 97,414
Cost of revenues	29,448	35,277	59,506	70,702
Gross profit	11,999	13,820	23,024	26,712
Selling, general and administrative expenses	12,324	13,793	23,298	28,538
Income (loss) from operations	(325)	27	(274)	(1,826)
Other income/(expense), net	323	183	929	274
Income (loss) before income taxes	(2)	210	655	(1,552)
Income tax expense (benefit)	98	75	491	(248)
Net income (loss)	$ (100)	$ 135	$ 164	$ (1,304)
Earnings (loss) per share:				
Basic	**$ (0.01)**	**$ 0.01**	**$ 0.01**	**$ (0.11)**
Diluted	**$ (0.01)**	**$ 0.01**	**$ 0.01**	**$ (0.11)**
Weighted average common shares outstanding:				
Basic	**12,011**	**11,767**	**11,919**	**11,760**
Diluted	**12,011**	**11,964**	**11,984**	**11,760**

MASTECH DIGITAL, INC.
RECONCILIATION OF GAAP MEASURES TO NON-GAAP MEASURES
(Amounts in thousands, except per share data)
(Unaudited)

	Three Months ended June 30,		Six Months ended June 30,	
	2026	2025	2026	2025
GAAP Net Income (Loss)	**$ (100)**	**$ 135**	**$ 164**	**$ (1,304)**
Adjustments:				
Amortization of acquired intangible assets	604	649	1,207	1,299
Stock-based compensation	818	714	1,568	1,609
Severance expense	-	232	-	1,641
Finance and accounting transition expense	-	688	-	688
Income tax adjustments	(346)	(588)	(706)	(1,347)
Non-GAAP Net Income	**$ 976**	**$ 1,830**	**$ 2,233**	**$ 2,586**
GAAP Diluted Earnings (Loss) Per Share	**$ (0.01)**	**$ 0.01**	**$ 0.01**	**$ (0.11)**
Non-GAAP Diluted Earnings Per Share	**$ 0.08**	**$ 0.15**	**$ 0.19**	**$ 0.21**
Weighted average common shares outstanding:				
GAAP Diluted Shares	**12,011**	**11,964**	**11,984**	**11,760**
Non-GAAP Diluted Shares	**12,086**	**11,964**	**11,984**	**12,084**

MASTECH DIGITAL, INC.
SUPPLEMENTAL FINANCIAL INFORMATION
(Amounts in thousands)
(Unaudited)

	Three Months ended June 30,		Six Months ended June 30,	
	2026	**2025**	**2026**	**2025**
Revenues:				
Data & AI	$ 13,484	$ 15,737	$ 26,068	$ 31,734
Talent	27,963	33,360	56,462	65,680
Total revenues	**$ 41,447**	**$ 49,097**	**$ 82,530**	**$ 97,414**
Gross Margin %:				
Data & AI	40.4%	39.0%	38.9%	38.4%
Talent	23.4%	23.0%	22.8%	22.1%
Total gross margin %	**29.0%**	**28.1%**	**27.9%**	**27.4%**
Segment Operating Income (Loss):				
Data & AI	$ (481)	$ 957	$ (929)	$ 1,229
Talent	760	639	1,861	573
Subtotal	279	1,596	932	1,802
Amortization of acquired intangible assets	(604)	(649)	(1,207)	(1,299)
Severance expense	-	(232)	-	(1,641)
Finance and accounting transition expense	-	(688)	-	(688)
Interest income and other, net	323	183	930	274
Income (loss) before income taxes	**$ (2)**	**$ 210**	**$ 655**	**$ (1,552)**

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