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

FORM 8-K/A

CURRENT REPORT

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

Date of Report (Date of earliest event reported): March 30, 2026

Mastech Digital, Inc.

(Exact name of Registrant as Specified in Its Charter)

Pennsylvania
(State or Other Jurisdiction
of Incorporation)

001-34099
(Commission File Number)

26-2753540
(IRS Employer
Identification No.)

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

15108
(Zip Code)

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

(Former Name or Former Address, if Changed Since Last Report)

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.

Explanatory Note

This Amendment No. 1 to the Current Report on Form 8-K filed by Mastech Digital, Inc. (the "Company") is being filed solely to include Exhibit 10.1, the Restricted Stock Agreement dated March 30, 2026, between Mastech Digital, Inc. and Nirav Patel, which was omitted from the original filing. The Company has updated the exhibit link set forth in Item 9.01 but has made no other changes to the original filing, the text of which is set forth in its entirety below.

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

On March 30, 2026, Mastech Digital, Inc. (the "Company") and Nirav Patel, the Company's Chief Executive Officer and President, agreed to the payment of Mr. Patel's 2025 annual performance bonus in the form of restricted shares in lieu of cash payment. The terms regarding the issuance of these restricted shares are set forth in a Restricted Stock Agreement between the Company and Mr. Patel dated March 30, 2026 (the "Restricted Stock Agreement").

In accordance with the Executive Employment Agreement by and between the Company and Mr. Patel and dated November 1, 2024 (the "Patel Employment Agreement"), Mr. Patel is eligible to earn an annual performance bonus, subject to the attainment of annual performance goals as determined by the Board of Directors. For 2025, Mr. Patel earned a performance bonus of \$616,932.00.

The Compensation Committee determined the conversion of cash payment to number of awarded restricted shares based on a 30-day volume-weighted average price (VWAP) of \$6.15. Mr. Patel received 100,314 restricted shares, subject to immediate vesting.

Under the terms of the Restricted Stock Agreement, Mr. Patel will be prohibited from disposing these restricted shares until March 30, 2028, subject to immediate lapse of any restriction due to (i) separation from the Company for any reason, (ii) death, or (iii) disability.

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. The foregoing description of the Patel Employment Agreement does not purport to be complete and is qualified in its entirety by the full text of the Patel Employment Agreement, a copy of which was filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on December 16, 2024, and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit
No.

10.1	Restricted Stock Agreement dated March 30, 2026, between Mastech Digital, Inc. and Nirav Patel
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: April 3, 2026

By: /s/ Kannan Sugantharaman
Kannan Sugantharaman, Chief Financial Officer

**MASTECH DIGITAL, INC.
2008 STOCK INCENTIVE PLAN**

RESTRICTED STOCK AGREEMENT
(as amended and restated)

THIS RESTRICTED STOCK 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 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 shares of Stock (the "Restricted Shares") to key employees of the Corporation subject to restrictions set forth in the Plan and this Restricted Stock Agreement (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 Shares set forth on Schedule A hereto, representing authorized and unissued Stock, upon the terms and conditions set forth in the Plan and this Agreement.

SECTION 1: Stock Award

- 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 Restricted Shares set forth on Schedule A hereto.

SECTION 2: Restrictions on Transfer

- 2.1. The Restricted Shares 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 "Disposition" of the Restricted Shares) by the Grantee until such time as the transfer restrictions lapse with respect to such Restricted Shares pursuant to Sections 3.1 or 3.2 hereof, 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 Restricted Shares as to which restrictions on Disposition shall at such time be in effect.
- 2.2. Grantee agrees that a restrictive legend in substantially the following form may be placed on the certificate or book-entry account representing the Restricted Shares awarded hereunder:

"The sale, transfer, assignment, pledge or other disposition of the shares represented by this certificate is subject to the restrictions set forth in the Mastech Digital, Inc. 2008 Stock Incentive Plan

and in the Restricted Stock Agreement, copies of each of which are available for inspection at the principal office of Mastech Digital, Inc. No such transaction shall be recognized as valid or effective unless there shall have been compliance with the terms and conditions of such Agreement."

- 2.3. Grantee hereby authorizes the Corporation or its agents to retain custody of the certificates or book-entry account representing the Restricted Shares awarded hereunder until such time as the restrictions on Disposition lapse. As soon as practicable after the date on which restrictions on Disposition of any Restricted Shares lapse, 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 Restricted Shares registered in the name of Grantee with the restrictive legend described in Section 2.2 hereof removed, or credit such Restricted Shares to a book-entry account in the Grantee's name.
- 2.4. Grantee understands that the transfer agent for the Stock will be instructed to effect transfers of the Restricted Shares awarded hereunder only upon satisfaction of the conditions set forth herein and in the Plan.

SECTION 3: Lapse of Restrictions and Forfeiture of Restricted Shares

- 3.1. The transfer restrictions on the Restricted Shares shall lapse and such Restricted Shares shall be free of the restrictions on Disposition set forth in Section 2.1 hereof on March 30, 2028.
- 3.2. Notwithstanding Section 3.1 hereof, the restrictions on Disposition of the Restricted Shares set forth in Section 2.1 hereof shall lapse immediately upon termination of Grantee's active employment with the Corporation, if such termination is by reason of (i) Grantee's separation from Company for any reason, (ii) Grantee's death or (iii) Grantee's disability (covered by a long-term disability plan of the Corporation or an Affiliate then in effect).

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 Restricted Shares 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 Restricted Shares under the Plan, the lapsing of restrictions thereon or the delivery of certificates therefore 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 lapse of restrictions on, the Restricted Shares. Grantee shall pay any taxes required to be withheld directly to the Corporation or
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any Affiliate in cash upon request. Grantee understands that the Company is not obligated to deliver the Restricted Shares unless and until Grantee shall have satisfied any obligation for withholding taxes with respect thereto as provided herein.

- 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 Restricted Shares. 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. 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.

[remainder of page intentionally left blank]

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

MASTECH DIGITAL, INC.

By: /s/ Kannan Sugantharaman

GRANTEE

By: /s/ Nirav Patel

Schedule A

1. Grantee: Nirav Patel
2. Grant Date: March 30, 2026
3. Number of Restricted Shares covered by the grant: 100,314
4. Time restrictions / vesting schedule:
 - 4.1. 100,314 Restricted Shares vest immediately

In accordance with his Executive Employment Agreement dated November 1, 2024, Mr. Patel is eligible to earn an annual performance bonus, subject to the attainment of annual performance goals as determined by the Board of Directors. For 2025, Mr. Patel earned a performance bonus of \$616,932.00.

In lieu of cash payment of his 2025 annual performance bonus, Mr. Patel and the Board have agreed to pay such bonus in the form of restricted shares, subject to immediate vesting. Mr. Patel's proposal was carefully reviewed by the Compensation Committee of the Board and determined to be in the best interests of the Company. The Compensation Committee determined the number of awarded restricted shares based on a 30-day volume-weighted average price (VWAP) of \$6.15.

/s/ KS

Initials of Authorized Officer of MASTECH
DIGITAL, INC.

/s/ NP

Grantee's Initials
