

**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): December 10, 2024

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, Suite 400
Moon Township, PA 15108**
(Address of Principal Executive Offices) (Zip Code)

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

Not Applicable
(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

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

Resignation of Vivek Gupta

On December 10, 2024, Vivek Gupta submitted his resignation from his roles as President and Chief Executive Officer of Mastech Digital, Inc. (the “Company”) and as a member of the Board of Directors of the Company (the “Board”), each effective as of January 6, 2025 (the “Effective Date”). Mr. Gupta will remain an employee of the Company through February 28, 2025, to assist with the transition to the new Chief Executive Officer (as described below). Mr. Gupta’s decision to resign was not the result of any disagreement with the Company on any matter relating to the Company’s operations, policies or practices. In connection with his resignation and contingent upon the signing of a Separation and Release Agreement, Mr. Gupta will receive the payments and other benefits provided for in Section 7.4 of his Fifth Amended and Restated Executive Employment Agreement, dated March 8, 2024, among Mastech Digital Technologies, Inc., the Company and Mr. Gupta (the “Gupta Employment Agreement”). The foregoing description of the Gupta Employment Agreement is qualified in its entirety by reference to the full text of the Gupta Employment Agreement, 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 March 12, 2024, and is incorporated by reference herein.

Appointment of Nirav Patel as President and Chief Executive Officer

On December 10, 2024, the Board appointed Nirav Patel as the Company’s President and Chief Executive Officer and as a member of the Board, each to be effective as of the Effective Date. Prior to joining the Company, Mr. Patel served as President and CEO of Bristlecone, a Mahindra Group company. Prior to joining Bristlecone, Mr. Patel held leadership roles at Cognizant. Mr. Patel holds a Bachelor’s degree in Computer Science from the University of Madras and is an alumnus of Harvard Business School’s Advanced Management Program.

On November 1, 2024, the Company and Mastech Digital Technologies, Inc. entered into an Executive Employment Agreement with Mr. Patel (the “Patel Employment Agreement”), to be effective as of the Effective Date. The term of the Patel Employment Agreement commences on the Effective Date, continues until the date that is the fourth-year anniversary of the Effective Date and may be terminated by the Company at any time.

The Patel Employment Agreement provides that Mr. Patel will receive a base salary of \$1,000,000 per year commencing on the Effective Date, which compensation is subject to annual review by the Compensation Committee of the Board. The Patel Employment Agreement also provides that Mr. Patel is eligible to earn an annual performance-based cash bonus of \$500,000 for the achievement of certain financial and operational targets. These targets, and the bonus dollars tied to such targets, will be determined by the Board on an annual basis. The Patel Employment Agreement further provides that Mr. Patel will receive a cash signing bonus of \$2,000,000, less applicable withholdings, within 30 days of the Effective Date (the “Signing Bonus”). If Mr. Patel voluntarily terminates his employment with the Company without “Good Reason”, or the Company terminates Executive’s employment for “Cause”, in each case on or before the fourth anniversary of the Effective Date, Mr. Patel is required to repay all or a portion of the Signing Bonus in accordance with the terms of the Patel Employment Agreement.

On the Effective Date and pursuant to the terms of the Patel Employment Agreement, Mr. Patel will receive an award of non-qualified stock options (the “Effective Date Stock Options”) to purchase up to 702,358 shares of the Company’s common stock, par value \$0.01 per share (the “Common Stock”) for a per share exercise price equal to the closing price of the Common Stock on the NYSE MKT on the Effective Date. The Effective Date Stock Options will be granted pursuant to the Company’s 2024 Inducement Stock Incentive Plan described below (the “2024 Inducement Stock Incentive Plan”) and are subject to the terms and conditions set forth in the Plan and the Stock Option Agreement attached as an exhibit to the Patel Employment Agreement (the “Stock Option Agreement”). Subject to the terms of the Stock Option Agreement, the Effective Date Stock Options will vest in accordance with the following schedule:

- (i) 87,795 shares will vest on the one-year anniversary of the Effective Date;
- (ii) 87,795 shares will vest on the second-year anniversary of the Effective Date;
- (iii) 87,795 shares will vest on the third-year anniversary of the Effective Date;
- (iv) 87,794 shares will vest on the four-year anniversary of the Effective Date;

- (v) 175,589 shares will vest on the first date during Mr. Patel's term of employment that the Company's Quarterly Average Market Capitalization (as defined in the Stock Option Agreement) is greater than \$300,000,000;
- (vi) 87,795 shares will vest on the first date during Mr. Patel's term of employment that the Company's Quarterly Average Market Capitalization is greater than \$450,000,000; and
- (vii) 87,795 shares will vest on the first date during Mr. Patel's term of employment that the Company's Quarterly Average Market Capitalization is greater than \$600,000,000.

Notwithstanding the foregoing schedule, the Effective Date Stock Options are subject to acceleration and forfeiture in the event of the termination of Mr. Patel's employment and/or the consummation of a "Change of Control" of the Company, in each case in accordance with the terms of the Stock Option Agreement.

Mr. Patel is also eligible to receive non-qualified stock options and other awards pursuant to the Company's Stock Incentive Plan, as amended and restated effective May 14, 2024, in a manner and amount determined by the Compensation Committee of the Board.

In the event that Mr. Patel is terminated with "Cause" or resigns without "Good Reason", the Company may immediately cease payment of any further wages, benefits or other compensation under the Patel Employment Agreement other than salary and benefits (excluding options or other equity awards) earned through the date of termination (the "Accrued Obligations"). In the event that Mr. Patel is terminated without "Cause" or he resigns for "Good Reason" (in each case, other than within 12 months after a "Change of Control" of the Company), he is entitled to receive the Accrued Obligations, a severance equal to twelve months of his then current monthly base salary (less applicable deductions) that is payable by the Company over a 12-month period following his termination date (the "Severance Payments"), and continued coverage under the Company's medical benefit plan for as long as required under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), with the Company paying the excess of Mr. Patel's cost for COBRA coverage over the cost he would have paid for group health plan coverage as an active executive of the Company, which contribution shall cease on the earlier of 18 months after his termination or when Mr. Patel becomes eligible for other group health benefits from a subsequent employer (the "COBRA Benefits"). Mr. Patel is also entitled to receive a pro-rated portion of his annual performance-based cash bonus target for the year in which his termination occurs (less applicable deductions), which is payable as soon as reasonably practicable following the completion of the Company's year-end audit for such year (the "Pro-Rated Bonus Payment").

In the event that Mr. Patel is terminated without "Cause" or he resigns for "Good Reason" (in each case, other than within 12 months after a "Change of Control" of the Company) and the Company consummates a "Change of Control" after, but within twelve (12) months of, Mr. Patel's termination date, Mr. Patel will be entitled to receive a cash payment equal to the difference between (i) the number of unvested and outstanding Accelerated Options (as defined below) on his termination date, *multiplied* by the fair market value of the consideration paid to one share of the Company's Common Stock in connection with such Change of Control (as determined by the Board in its reasonable discretion), *minus* (ii) the aggregate exercise price for all of the Accelerated Options. "Accelerated Options" means (x) all unvested and outstanding time-based Effective Date Stock Options under the Stock Option Agreement and (y) all unvested and outstanding milestone-based Effective Date Stock Options that would become vested upon the achievement of the next applicable and then-unvested Market Capitalization Vesting Threshold under the Effective Date Stock Option Agreement. In the event that Mr. Patel is terminated without "Cause" or he resigns for "Good Reason" (in each case, other than within 12 months after a "Change of Control" of the Company), any unvested stock options and other unvested equity awards held by Mr. Patel on the date of his termination shall be forfeited.

In the event that Mr. Patel is terminated without "Cause" or he resigns for "Good Reason", in each case within 12 months after a "Change of Control" of the Company, he is entitled to receive the Accrued Obligations, the Severance Payments, the Pro-Rated Bonus Payment, and the COBRA Benefits. In the event that Mr. Patel is terminated without "Cause" or he resigns for "Good Reason", in each case within 12 months after a "Change of Control" of the Company, he is also entitled to the acceleration of the vesting and/or exercisability of all then-outstanding equity awards held effective as of the date of his termination, provided that the vesting and exercisability of the Effective Date Stock Options are subject to the terms of the Stock Option Agreement.

The foregoing description of the Patel Employment Agreement and the Stock Option Agreement does not purport to be complete and is qualified in its entirety by the full text of the Patel Employment Agreement (including the form of Stock Option Agreement attached as an exhibit thereto), which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

2024 Inducement Stock Incentive Plan

On December 10, 2024, the Board approved and adopted the 2024 Inducement Stock Incentive Plan, and subject to the adjustment provisions of the 2024 Inducement Stock Incentive Plan, reserved 1,500,000 shares of Common Stock for issuance of awards under the 2024 Inducement Stock Incentive Plan. The 2024 Inducement Stock Incentive Plan was approved and adopted without shareholder approval pursuant to NYSE American Company Guide Rule 711. The 2024 Inducement Stock Incentive Plan provides for grants of non-qualified stock options, restricted stock awards, stock awards, performance share awards and other stock-based awards (each, an “Inducement Award”). Each Inducement Award is intended to qualify as an employment inducement award under NYSE American Company Guide Rule 711(a). In accordance with NYSE American Company Guide Rule 711(a), the 2024 Inducement Stock Incentive Plan will be used exclusively for the grant of equity awards to individuals who were not previously employees or directors of the Company, or following a bona fide period of non-employment, as an inducement material to entering into employment with the Company.

The foregoing description of the 2024 Inducement Stock Incentive Plan does not purport to be complete and is qualified in its entirety by the full text of the 2024 Inducement Stock Incentive Plan, which is filed herewith as Exhibit 10.2 and incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On December 16, 2024, the Company issued a press release announcing Mr. Gupta’s resignation as President and Chief Executive Officer of the Company and as a member of the Board, and Mr. Patel’s appointment as President and Chief Executive Officer of the Company and as a member of the Board. A copy of the Press Release is furnished herewith as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Executive Employment Agreement, made as of November 1, 2024, by and among Mastech Digital, Inc., Mastech Digital Technologies, Inc. and Nirav Patel
10.2	Mastech Digital, Inc. 2024 Inducement Stock Incentive Plan
99.1	Press Release issued by Mastech Digital, Inc. on December 16, 2024
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.

By: /s/ John J. Cronin, Jr.

Name: John J. Cronin, Jr.

Title: Chief Financial Officer

December 16, 2024

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (this "Agreement") is made as of November 1, 2024, by and among Mastech Digital, Inc., a Pennsylvania corporation (the "Parent"), Mastech Digital Technologies, Inc., a Pennsylvania corporation (together with the Parent, the "Company"), and Nirav Patel ("Executive").

WHEREAS, the Company desires to employ Executive, and Executive wishes to enter into the employ of the Company, on the terms and conditions set forth herein; and

WHEREAS, this Agreement is a condition of Executive's employment and is made in consideration for employment, wages and benefits offered to Executive contemporaneously with this Agreement.

NOW THEREFORE, for the consideration set forth herein, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound hereby, the Company and Executive agree as follows:

1. DEFINITIONS.

1.1. "Affiliate" of any particular Person means any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by or is under common control with such particular Person. For the purposes of this definition, "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

1.2. "Board" shall mean the Board of Directors of the Parent.

1.3. "Cause" shall mean (i) Executive's conviction of, or plea of "guilty" or "no contest" to, a felony or a crime involving moral turpitude or fraud; (ii) Executive's willful conduct which constitutes personal dishonesty, incompetence, gross negligence or breach of fiduciary duty involving personal profit, theft or deceit, which in each instance brings the Company or any Company Affiliate into public disgrace or disrepute and that is materially injurious to the business or reputation of the Company or any Company Affiliate; (iii) the substantial or continued unwillingness of Executive to perform duties as reasonably directed by the Board, provide that Executive has been given reasonable written notice and explanation by the Board of any such failure to perform and reasonable opportunity to cure such failure to perform, and no such cure has been effected within a reasonable time after notice; or (iv) any material breach by Executive of Paragraphs 5 or 6 of this Agreement, or Executive's breach of obligations pursuant to the Confidential Information and Intellectual Property Protection Agreement.

1.4. "Change of Control" shall mean (i) the consummation of a reorganization, merger or consolidation or similar form of corporate transaction, involving the Company or any of its subsidiaries (a "Business Combination"), in each case, with respect to which all or substantially all of the individuals and entities who were the respective beneficial owners of the outstanding common stock immediately prior to such Business Combination do not, immediately following such Business Combination, beneficially own, directly or indirectly, more than fifty

percent (50%) of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination; or (ii) the complete liquidation or dissolution of the Company or sale or other disposition of all or substantially all of the assets of the Company other than to a corporation with respect to which, following such sale or disposition, more than fifty percent (50%) of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors is then owned beneficially, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the common stock of the Company immediately prior to such sale or disposition. Notwithstanding the foregoing, a Change of Control will not be deemed to have occurred unless such event would also be a Change in Control under Code Section 409A or would otherwise be a permitted distribution event under Code Section 409A.

1.5. “Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.

1.6. “Company Affiliate(s)” means any Affiliate of the Company.

1.7. “Company Employee(s)” means any individual who is, as of the Termination Date, or was, within the three (3) months prior to the Termination Date, a director, officer or employee of the Company or any Company Affiliate.

1.8. “Competitor(s)” means any undertaking, Person or entity engaged in, or about to become engaged in (as evidenced by announcements or contemporaneous written records), the Restricted Business, either in whole or substantially in part.

1.9. “Confidential Information” shall include, but is not necessarily limited to, any information which may include, in whole or part, information concerning the Company’s or any Company Affiliate’s accounts, sales, sales volume, sales methods, sales proposals, customers or prospective customers (including the identity thereof and the nature of the services the Company and/or any Company Affiliate performs or proposes to perform therefor), employees, prospect lists, manuals, formulae, products, processes, methods, financial information or data, compositions, ideas, improvements, inventions, research, computer programs, computer related information or data, system documentation, software products, patented products, copyrighted information, know-how and operating methods and any other trade secret or proprietary information belonging to the Company or any Company Affiliate or relating to the Company’s or any Company Affiliate’s affairs that is not public information.

1.10. “Customer(s)” shall mean any individual, corporation, partnership, business or other entity, whether for-profit or not-for-profit (i) whose existence and business is or should reasonably be known to Executive as a result of Executive’s access to the Company’s and Company Affiliates’ business information, Confidential Information, customer lists or customer account information; (ii) that is a business entity or individual with whom the Company or any Company Affiliate has contracted or negotiated during Executive’s employment (or following Executive’s termination of employment, during the one (1) year period preceding such termination); or (iii) who is or becomes a prospective client, customer or acquisition candidate of the Company or any Company Affiliate during the period of Executive’s employment.

1.11. “Good Reason” shall mean, without the written consent of Executive, (i) a material diminution of Executive’s job responsibilities, Executive’s reporting relationship to the Board, or Executive no longer holding the title of President and Chief Executive Officer of the Company; or (B) Executive’s responsibilities, as a result of such Change of Control or corporate transaction, become that of executive-level management of a business unit, division, subsidiary or other Affiliate of the acquiring or surviving company or one of its Affiliates; (ii) a reduction in Executive’s base salary or failure to pay Executive any compensation or benefits to which Executive is entitled within ten (10) days of the due date, unless any such reduction is part of and proportionate to a reduction in base compensation for all similarly-situated employees of the Company in general, which reduction has been authorized by a majority of the Board; (iii) an uncured material breach by the Company of this Agreement or any other agreement between Executive and the Company; (iv) the Company requiring Executive to be based at any place outside of the Dallas, Texas metropolitan area, except for reasonably required travel on the Company’s business; and (v) the insolvency or filing (by any party, including the Company) of a petition for bankruptcy of the Company. Notwithstanding the foregoing, Good Reason shall not be deemed to exist, and Executive shall not be permitted to terminate employment for Good Reason, unless and until (x) Executive has provided written notice of termination detailing the specific grounds purportedly giving rise to the basis for Good Reason (or, for purposes of clause (iii), the purported material breach of this Agreement or other applicable agreement) not later than sixty (60) days after the time at which the event or condition purportedly giving rise to the basis for Good Reason first occurs or arises; and (y) the Company has had thirty (30) days from the date of such written notice to cure such event or condition, as determined by Company in its reasonable and good-faith discretion.

1.12. “Person” means any individual, sole proprietorship, partnership, limited liability company, joint venture, company, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or governmental authority.

1.13. “Restricted Business” means the business of offering data and analytics solutions and information technology staffing services for both digital and mainstream technologies, digital engineering services, artificial intelligence services and generative artificial intelligence services, along with any business which provides, engages in, produces or sells and products or services which are the same or substantially similar to the products and services provided, produced or sold by the Company or any Company Affiliate during the Term of Employment.

1.14. “Restricted Geography” means the United States and India.

1.15. “Restricted Non-Compete Period” means the period of twelve (12) months immediately following the Termination Date; provided, that If Executive violates the provisions of Paragraph 5, the Restricted Non-Compete Period shall be extended by that number of days which equals the aggregate of all days during which at any time any such violations occurred.

1.16. “Restricted Non-Solicitation Period” means the period of twenty-four (24) months immediately following the Termination Date; provided, that If Executive violates the provisions of Paragraph 5, the Restricted Non-Solicitation Period shall be extended by that number of days which equals the aggregate of all days during which at any time any such violations occurred.

1.17. “Termination Date” means the date Executive’s employment with the Company is terminated for any reason.

2. EMPLOYMENT.

2.1. TERM OF EMPLOYMENT. Executive’s employment under this Agreement shall commence on a date to be mutually agreed by the parties, but in no event later than February 1, 2025 (such date, as set forth on the signature page hereto, the “Effective Date”) and shall continue until the date that is the fourth-year anniversary of the Effective Date (unless terminated as provided under Paragraph 7), provided that thereafter this Agreement shall be automatically renewed for successive periods of one year, unless Executive or the Company shall give the other party not less than sixty (60) days’ written notice of non-renewal (the “Term of Employment”). Notwithstanding the foregoing, Executive acknowledges and agrees that Executive’s employment with the Company is “at-will” and nothing herein guarantees Executive continued employment by the Company for any specified or intended term, and that his employment and this Agreement may be terminated by the Company at any time.

2.2. TITLES AND DUTIES. Subject to the terms and provisions set forth in this Agreement, during the Term of Employment, Executive shall be employed as the President and Chief Executive Officer of the Parent and in such other positions with the Company and any one or more Company Affiliates (for no additional compensation) as may be determined by the Board or its designee from time to time. Executive shall report in such capacity to the Board. Executive shall be nominated to serve on the Board during the Term of Employment, and Executive agrees to serve in this role with the understanding that he will submit his resignation from the Board if he ceases to be employed by the Company for any reason. Executive shall have the duties, responsibilities and authority normally associated with such position and such other duties and responsibilities as are reasonably assigned by the Board or its designee from time to time that are commensurate with Executive’s position. Executive agrees to perform Executive’s duties in a diligent, trustworthy, loyal, businesslike, productive, and efficient manner and to use Executive’s reasonable best efforts to advance the business and goodwill of the Company and the Company Affiliates. Executive further agrees to devote all of Executive’s business time, skill, energy and attention exclusively to the business of the Company and the Company Affiliates, and to comply with all rules, regulations and procedures of the Company and the Company Affiliates. During the Term of Employment, Executive will not engage in any other business for Executive’s own account or accept any employment from any other business entity or Person, serve on any board of directors or trustees of any other Person or render any services, give any advice or serve in a consulting capacity, whether gratuitously or otherwise, to or for any other Person, without the prior written approval of the Co-Chairmen of the Board (or the sole Chairman, if applicable), which approval shall not be unreasonably withheld, delayed or conditioned.

3. COMPENSATION AND OTHER BENEFITS.

3.1. Executive's compensation as of the Effective Date is set forth on Schedule A hereto. Said compensation is subject to being reviewed annually by the Compensation Committee of the Board. Any changes to compensation will be set forth in a revised Schedule A. The Company shall be entitled to withhold from any payments to Executive pursuant to the provisions of this Agreement any amounts required by any applicable taxing or other authority, or any amounts payable by Executive to the Company or any Company Affiliate.

3.2. ANNUAL BONUS; CASH SIGNING BONUS.

3.2.1. During the Term of Employment, Executive shall be eligible to earn an annual performance bonus, subject to the attainment of annual performance goals as determined by the Board. Executive's annual target bonus shall be set forth on the most recently issued Schedule A.

3.2.2. The Company shall pay Executive a signing bonus in the gross amount of \$2,000,000, payable in cash, less all applicable withholdings required by law, within thirty (30) days following the Effective Date and subject to Executive's continuous employment with the Company from the Effective Date through such date of payment (the "Signing Bonus"). If Executive voluntarily terminates his employment with the Company without Good Reason, or the Company terminates Executive's employment for Cause, in each case on or before the fourth (4th) anniversary of the Effective Date, Executive shall repay all or a portion of the Signing Bonus as set forth below. In the event of a Change of Control on or before the fourth (4th) anniversary of the Effective Date, the foregoing risk of forfeiture of all or a portion of the Signing Bonus shall lapse and Executive shall not be required to repay any portion of the Signing Bonus unless the Company terminates Executive's employment for Cause in connection with such Change of Control. In the event Executive is required to repay all or a portion of the Signing Bonus in accordance with the foregoing, Executive shall make such payment to the Company within sixty (60) days of the Termination Date in accordance with the following schedule:

<u>Termination Date</u>	<u>Amount of the Signing Bonus to be repaid by Executive to the Company</u>
On or before the first (1st) anniversary of the Effective Date	\$2,000,000
On or before the second (2nd) anniversary of the Effective Date, but after the first (1st) anniversary of the Effective Date	\$1,500,000
On or before the third (3rd) anniversary of the Effective Date, but after the second (2nd) anniversary of the Effective Date	\$1,000,000
On or before the fourth (4th) anniversary of the Effective Date, but after the third (3rd) anniversary of the Effective Date	\$500,000

3.3. EQUITY. On the Effective Date, Executive shall receive an award of non-qualified stock options to purchase 702,358 shares of the Parent common stock (the “Effective Date Stock Options”), subject to the terms and conditions of a Non-Qualified Stock Option Agreement in the form attached hereto as Appendix A (the “Effective Date Stock Option Agreement”). Thereafter, during the Term of Employment, Executive shall be eligible to receive non-qualified stock options and other awards pursuant to the Mastech Digital, Inc. Stock Incentive Plan, originally effective as of October 1, 2008 and amended and restated effective as of May 14, 2024 and as may be amended and/or restated from time to time, in a manner and amount determined by the Compensation Committee of the Board in its sole discretion.

3.4. BENEFIT PLANS. During the Term of Employment, Executive shall be eligible to participate in and be covered on the same basis as other executives of the Company, under all employee benefit plans and programs maintained by the Company at any time or from time to time in accordance with the terms of the Company’s applicable benefit plans and policies, which are controlling.

3.5. EXPENSES. During the Term of Employment, the Company shall, subject to Paragraph 20, pay or reimburse Executive for all properly documented expenses reasonably related to Executive’s performance of Executive’s duties hereunder in accordance with the Company’s standard policies and practices as in effect from time to time. For the avoidance of doubt, under the terms of the Company’s travel policy (as currently in effect), Executive is eligible to be reimbursed for the cost of business-class airfare on any international flights, or first-class airfare on any domestic flights, he takes when travelling in connection with the performance of his duties hereunder.

3.6. INDEMNIFICATION. Both during the Term of Employment and for a period of two years thereafter, unless otherwise required by applicable law, the Company may not change or amend the indemnification provisions in its governing documents if such change or amendment reduces the Company’s indemnification available to Executive; provided, however, that the Company may effectuate any such change or amendment if the Company agrees to enter into a separate agreement with Executive to provide Executive with the same level of indemnification as in effect prior to such change or amendment.

4. POLICIES AND PRACTICES. Executive agrees to abide by all rules, regulations, policies, practices and procedures of the Company and the Company Affiliates (as amended from time to time), of which he shall be given notice by the Company. Without limiting the generality of the foregoing, all compensation shall be subject to any forfeiture or clawback policy established by the Company or the Board generally for senior executives from time to time and any other such policy required by applicable law.

5. RESTRICTIVE COVENANTS. In order to protect the business interests and goodwill of the Company and the Company Affiliates, Executive covenants and agrees that:

5.1. during the Term of Employment and, in the event Executive’s employment is terminated by the Company for Cause or by Executive without Good Reason, also the during the Restricted Non-Compete_Period, Executive shall not, either on Executive’s own account or for or in association with any other Person, directly or indirectly, be employed by, involved in or with or engaged in or with, in any way (including, without limitation, as an employee, officer, director, contractor, consultant, member, trustee, partner, shareholder, lender or owner), any Competitor operating within the Restricted Geography with respect to the Restricted Business;

5.2. during the Term of Employment and during the Restricted Non-Solicitation Period, Executive shall not, either on Executive's own account or for or in association with any other Person, directly or indirectly, (i) canvass, solicit, approach or seek out or cause to be canvassed, solicited, approached or sought out any Customer for orders or instructions in relation to the Restricted Business or any Competitor; (ii) induce any Customer to cease, reduce or otherwise limit or interfere with any Customer's business with the Company or any Company Affiliate or adversely vary the terms upon which any Customer's business is conducted with the Company or with any Company Affiliate; or (iii) do business with or for any Customer in relation to the Restricted Business;

5.3. during the Term of Employment and during the Restricted Non-Solicitation Period, Executive shall not, either on Executive's own account or for or in association with any other Person, directly or indirectly, (i) solicit or endeavor to entice away any Company Employee; (ii) induce or attempt to induce any Company Employee to breach any contract of employment with the Company (or any Company Affiliate) or to terminate the Company Employee's employment relationship with the Company of any Company Affiliate; (iii) induce or attempt to induce any Company Employee to do anything which Executive is restricted from doing under the terms of this Agreement or (iv) recruit, hire or employ or aid others to recruit, hire or employ any Company Employee; provided that any subsequent employer of Executive shall not be prohibited, during the Restricted Non-Solicitation Period, from making general solicitations for employment or from engaging search or recruiting firms that are not instructed to target Company Employees, or from hiring any individual responding to such general solicitations or search or recruiting firms; and

5.4. during the Term of Employment and after the Termination Date, Executive shall not make any disparaging, untrue, negative, derogatory or defamatory remarks concerning the Company (or any Company Affiliate) or its (or their respective) officers, managers, members, partners, equityholders, directors, or employees, reputations, or business practices at any time. For avoidance of doubt, nothing in this provision is intended to prevent or inhibit lawful competition, the provision of truthful testimony as required by court order or other legal process, or participating in good faith in any investigation by an administrative agency or governmental agency.

Executive covenants and agrees that the terms of this Paragraph 5 are fair, reasonable in scope given the highly competitive and global business in which the Company and the Company Affiliates are engaged and given Executive's high-level role within the Company and Company Affiliates, and necessary to protect the Company's and the Company Affiliates' legitimate interests, including, without limitation, the protection of Confidential Information, relationships with and investments in Customers, goodwill and the training and education provided to employees. Executive further acknowledges that the Company would not have entered into this Agreement with Executive or provided the consideration herein without Executive's agreement to the obligations in this Agreement, specifically including the obligations in this Paragraph 5. Executive further covenants and agrees that the geographic, length of term and types of activities restrictions contained in this Agreement are reasonable and necessary to protect the legitimate business interests of the Company and the Company Affiliates because of the scope of the Company's and the Company Affiliates' businesses.

Executive agrees that if any one or more of the terms, provisions, covenants or restrictions in this Paragraph 5 shall be determined by a court of competent jurisdiction to be invalid, void or unenforceable in whole or in part, the remainder of the terms, provisions, covenants and restrictions in this Paragraph 5 shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and that any such court ruling shall not affect the enforcement of this Agreement in any other jurisdiction. Executive further agrees that if any one or more of the terms, provisions, covenants or restrictions contained in this Agreement shall for any reason be determined by a court of competent jurisdiction to be excessively broad as to duration, geographical scope, activity or subject matter, it shall be reformed and revised to the extent necessary to protect the applicable legitimate business interests of the Company and the Company Affiliates, or otherwise construed and enforced to the maximum extent compatible with applicable law.

Executive acknowledges that the offer of employment by the Company, or any other consideration offered for signing this Agreement, is sufficient consideration for Executive's agreement to the restrictive covenants set forth in this Paragraph 5, and that each Company Affiliate is an intended third-party beneficiary of such covenants with a separate and independent right to enforce the same. Executive agrees that Executive's signing of an employment agreement containing the restrictive covenants set forth herein was a condition precedent to Executive's continued employment with the Company.

6. NONDISCLOSURE AND NONUSE OF CONFIDENTIAL INFORMATION. Executive covenants and agrees during the Term of Employment and after the Termination Date, not to communicate or divulge to any Person, either directly or indirectly, and to hold in strict confidence for the benefit of the Company, all Confidential Information except that Executive may disclose such Confidential Information to a Person who needs to know such Confidential Information during the course and within the scope of Executive's employment. Executive will not use any Confidential Information for any purpose or for Executive's personal benefit other than in the course and within the scope of Executive's employment. Executive agrees to sign and abide by the terms and conditions of the Company's Confidential Information and Intellectual Property Protection Agreement, a copy of which is attached hereto as Appendix B and incorporated as though fully set forth herein.

7. TERMINATION. The Term of Employment under this Agreement may be terminated by either party with or without Cause or for any or no reason. Upon the occurrence of the Termination Date, Executive shall and shall be deemed to have immediately resigned from any and all officer, director and other positions he then holds with the Company and all Company Affiliates (and this Agreement shall act as notice of resignation by Executive without any further action required by Executive). Except as specifically provided in this Paragraph 7, all other rights Executive may have to compensation and benefits from the Company or any Company Affiliate shall terminate immediately upon the Termination Date. Any termination of Executive by the Company shall be effective by vote of the majority of the Board (excluding Executive).

7.1. TERMINATION FOR CAUSE. Executive may be terminated from employment by the Company with Cause. If Executive is terminated with Cause, the Company may immediately terminate the employment of Executive and Executive shall only be entitled to his wages and benefits (excluding stock options and other equity awards) earned through the Termination Date (the "Accrued Obligations"). For the avoidance of doubt, all vested and unvested stock options and other unvested equity awards held by Executive on the Termination Date shall be forfeited on the Termination Date if Executive is terminated from employment by the Company with Cause. Executive acknowledges that Executive has continuing obligations under this Agreement including, but not limited to Paragraphs 5, 6 and 7, if Executive is terminated with Cause.

7.2. VOLUNTARY TERMINATION WITHOUT GOOD REASON. Upon ninety (90) days prior written notice to the Company, Executive shall have the right to voluntarily terminate his employment hereunder without Good Reason. Upon receipt of Executive's notice of voluntary termination, the Company, at its sole discretion may elect to reduce the notice period and no such action by the Company shall cause Executive's termination to be a termination by the Company without Cause. In such event of Executive's voluntary termination, Executive shall be entitled to the Accrued Obligations earned through the Termination Date. For the avoidance of doubt, all unvested stock options and other unvested equity awards held by Executive on the Termination Date shall be forfeited on the Termination Date if Executive terminates his employment hereunder without Good Reason.

7.3. TERMINATION DUE TO DEATH. In the event of Executive's death during the Term of Employment, Executive's employment hereunder shall be terminated and Executive's estate shall be entitled to the Accrued Obligations earned through the Termination Date.

7.4. TERMINATION WITHOUT CAUSE OR TERMINATION FOR GOOD REASON OTHER THAN WITHIN 12 MONTHS AFTER A CHANGE OF CONTROL. The Company may terminate Executive's employment without Cause at any time and Executive may terminate his employment for Good Reason. If, during the Term of Employment, Executive's employment is terminated by the Company without Cause or by Executive for Good Reason (in either case, other than within 12 months after a Change of Control), Executive will be entitled to the following:

(a) The Accrued Obligations earned through the Termination Date;

(b) Twelve (12) months of Executive's then current monthly base salary, as set forth in Schedule A, divided into equal installments and paid on the Company's regular payroll dates over a period of twelve (12) months commencing with the first regular payroll date occurring on or after the date the Release described below becomes irrevocable and with the remaining installments paid on succeeding regular payroll dates during such twelve (12) month period until paid in full (the payments under this Paragraph 7.4(b) being referred to in the aggregate as the "Severance Payments");

(c) A pro-rated portion of your annual performance-based cash bonus for the year in which the Termination Date occurs, in an amount equal to (i) the target amount for such calendar year, multiplied by the percentage of the target amount actually achieved during such year, multiplied by (ii) a fraction, the numerator of which is the number of days of such year from January 1 of such year through the Termination Date, and the denominator of which is the total number of days in such year, with such pro-rated bonus payment payable as soon as reasonably practicable following the completion of the Company's year-end audit for such year (the payment under this Paragraph 7.4(c) being referred to as the "Pro-Rated Bonus Payment");

(d) In the event that the Company consummates a Change of Control after, but within twelve (12) months of, the Termination Date, Executive will be entitled to receive a cash payment (the "CoC Cash Bonus Amount") in the amount equal to the difference between (i) the number of unvested and outstanding Accelerated Options (as defined below) on the Termination Date, multiplied by the fair market value of the consideration paid to one share of the Company's Common Stock in connection with such Change of Control (as determined by the Board in its reasonable discretion), minus (ii) the aggregate exercise price for all of the Accelerated Options. For purposes of this Section, the term "Accelerated Options" means (x) all unvested and outstanding time-based Effective Date Stock Options under Sections 5(i) through 5(iv) of the Effective Date Stock Option Agreement and (y) all unvested and outstanding milestone-based Effective Date Stock Options that would become vested upon the achievement of the next applicable and then-unvested Market Capitalization Vesting Threshold, under Sections 5(v) through 5(vii), as applicable, of the Effective Date Stock Option Agreement. Any CoC Cash Bonus Amount payable to Executive hereunder shall be payable as soon as reasonably practicable following the consummation of the Change of Control.

(e) If Executive is eligible for and timely elects to continue coverage under the Company's medical benefit plan after the Termination Date for Executive and his eligible dependents under the Company's group health plans in accordance with and for as long as required under COBRA (subject to payment of the applicable cost for such coverage as may be required by the Company in accordance with COBRA), the Company shall pay, directly to the benefits provider, an amount equal to the excess of Executive's cost for COBRA coverage over the cost Executive would have paid for group health plan coverage as an active executive of the Company. The Company's COBRA contribution shall cease on the earlier of: (i) eighteen (18) months after the Termination Date; or (ii) when Executive becomes eligible for other group health benefits from a subsequent employer. If the payment of such premium by the Company could, in the opinion of the Company, cause the Company's group health plan to violate applicable law or cause the benefits provided under such plan to be taxable, the Company will not pay such premium directly to the benefits provider but will instead pay an equivalent amount to Executive.

Executive further acknowledges that Company's obligations under this Paragraph 7.4 are contingent upon and subject to Executive's signing (and not revoking) an agreement and release of all claims against the Company in a form similar to the one attached hereto as Appendix C (or such other form acceptable to the Company) (the "Release"), and the Release becoming effective in accordance with its terms prior to the sixtieth (60th) day following the Termination Date. The Severance Payments will commence no later than thirty (30) days after the Release becomes effective (such commencement or payment date being referred to as the "Severance Commencement Date"). Notwithstanding the foregoing, if the 60-day period following Executive's termination ends in a calendar year after the year in which Executive's employment terminates, the Severance Commencement Date shall be no earlier than the first day of such later calendar year.

For the avoidance of doubt, all unvested stock options and other unvested equity awards held by Executive on the Termination Date shall be forfeited on the Termination Date if Executive's employment is terminated by the Company without Cause or by Executive for Good Reason (in either case, other than on the date a Change of Control is consummated or within 12 months after a Change of Control).

7.5. TERMINATION WITHOUT CAUSE OR TERMINATION FOR GOOD REASON WITHIN 12 MONTHS AFTER A CHANGE OF CONTROL. The Company may terminate Executive's employment without Cause at any time and Executive may terminate his employment for Good Reason. If, during the Term of Employment, Executive's employment is terminated by the Company without Cause or by Executive for Good Reason (in either case, on the date of the consummation of a Change of Control or within 12 months after a Change of Control), Executive will be entitled to the following in lieu of the payments and benefits to which Executive would otherwise be entitled upon such termination in accordance with Paragraph 7.4:

(a) The Accrued Obligations earned through the Termination Date;

(b) The Severance Payments on the terms and conditions described in Paragraph 7.4(b);

(c) The Pro-Rated Bonus Payment on the terms and conditions described in Paragraph 7.4(c);

(d) Acceleration of the vesting and/or exercisability of all then-outstanding equity awards held by Executive in full, effective as of the Termination Date; provided, however, that the vesting and exercisability of the Effective Date Stock Options shall be governed by, and subject to the terms and conditions of, the Effective Date Stock Option Agreement; and

(e) If Executive is eligible for and timely elects to continue coverage under the Company's medical benefit plan after the Termination Date for Executive and his eligible dependents under the Company's group health plans in accordance with and for as long as required under COBRA (subject to payment of the applicable cost for such coverage as may be required by the Company in accordance with COBRA), the Company shall pay, directly to the benefits provider, an amount equal to the excess of Executive's cost for COBRA coverage over the cost Executive would have paid for group health plan coverage as an active executive of the Company. The Company's COBRA contribution shall cease on the earlier of: (i) eighteen (18) months after the Termination Date; or (ii) when Executive becomes eligible for other group health benefits from a subsequent employer. If the payment of such premium by the Company could, in the opinion of the Company, cause the Company's group health plan to violate applicable law or cause the benefits provided under such plan to be taxable, the Company will not pay such premium directly to the benefits provider but will instead pay an equivalent amount to Executive.

Executive further acknowledges that the Company's obligations under this Paragraph 7.5 are contingent upon and subject to Executive's signing (and not revoking) the Release, and such Release becoming effective in accordance with its terms prior to the sixtieth (60th) day following the Termination Date. The Severance Payment will commence no later than thirty (30) days after the Release becomes effective. Notwithstanding the foregoing, if the 60-day period following Executive's termination ends in a calendar year after the year in which Executive's employment terminates, the Severance Payment Date shall be no earlier than the first day of such later calendar year.

7.6. SEVERANCE POLICY. Executive shall not be eligible to participate in any generally-applicable severance policy maintained by the Company or any Company Affiliate ("Severance Policy").

7.7. VIOLATION OF RESTRICTIVE COVENANTS. Without limiting the Company's remedies as set forth in Paragraph 5, upon Executive's breach of any restrictions set forth in Paragraph 5, the Company will have no obligation to continue to pay or provide any of the amounts or benefits under this Paragraph 7 other than the Accrued Obligations.

7.8. SECTION 280G. If any payment or distribution by the Company to or for the benefit of Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise pursuant to or by reason of any other agreement, policy, plan, program or arrangement or the lapse or termination of any restriction on or the vesting or exercisability of any payment or benefit (each a "Payment"), would be subject to the excise tax imposed by Section 4999 of the Code (or any successor provision thereto) or to any similar tax imposed by state or local law (such tax or taxes are hereafter collectively referred to as the "Excise Tax"), then the aggregate amount of Payments payable to Executive shall be reduced to the aggregate amount of Payments that may be made to Executive without incurring an excise tax (the "Safe-Harbor Amount") in accordance with the immediately following sentence; provided that such reduction shall only be imposed if the aggregate after-tax value of the Payments retained by Executive (after giving effect to such reduction) is equal to or greater than the aggregate after-tax value (after giving effect to the Excise Tax) of the Payments to Executive without any such reduction. Any such reduction shall be made in the following order: (i) first, any future cash payments (if any) shall be reduced (if necessary, to zero); (ii) second, any current cash payments shall be reduced (if necessary, to zero); (iii) third, all non-cash payments (other than equity or equity derivative related payments) shall be reduced (if necessary, to zero); and (iv) fourth, all equity or equity derivative payments shall be reduced.

The determinations to be made with respect to this Paragraph shall be made by the Company's independent accountants, which shall be paid by the Company for the services to be provided hereunder. For purposes of making the calculations required by this Paragraph, the accountants may make reasonable, good faith interpretations concerning the application of Code Sections 280G and 4999 and make reasonable assumptions regarding Executive's marginal tax rate in effect for such parachute payments, including the effect of the deductibility of state and local taxes on such marginal tax rate. Executive and the Company shall furnish to accountants such information and documents as the accountants may reasonably request in order to make a determination under this Paragraph.

8. WITHHOLDING. The Company may withhold from any amounts payable under this Agreement such federal, state or local income taxes it determines may be appropriate.

9. EQUITABLE RELIEF; FEES AND EXPENSES. Executive stipulates and agrees that any breach of this Agreement by Executive will result in immediate and irreparable harm to the Company and the Company Affiliates, the amount of which will be extremely difficult to ascertain, and that the Company and the Company Affiliates could not be reasonably or adequately compensated by damages in an action at law. For these reasons, the Company and the Company Affiliates shall have the right to seek such preliminary, temporary or permanent injunctions or restraining orders or decrees as may be necessary to protect the Company or any Company Affiliate against, or on account of, any breach by Executive of the provisions of this Agreement without the need to post bond. Such right to equitable relief is in addition to all other legal remedies the Company or any Company Affiliate may have to protect its rights. The prevailing party in any such action shall be responsible for reimbursing the non-prevailing party for all costs associated with obtaining the relief, including reasonable attorneys' fees, and expenses and costs of suit. Executive further covenants and agrees that any order of court or judgment obtained by the Company or any Company Affiliate which enforces the Company's or any Company Affiliate's rights under this Agreement may be transferred, without objection or opposition by Executive, to any court of law or other appropriate law enforcement body located in any other state in the United States or any other country in the world where the Company or any Company Affiliate does business, and that said court or body shall give full force and effect to said order and or judgment. Executive agrees that the Company (and any Company Affiliate) may, in addition to pursuing any other remedies it or they may have in law or in equity, cease making any payments otherwise required by this Agreement and seek the recoupment of any payments already made under this Agreement.

10. EMPLOYMENT DISPUTE SETTLEMENT PROCEDURE-WAIVER OF RIGHTS. In consideration of the Company employing Executive and the wages and benefits provided under this Agreement, Executive, on the one hand, and the Company, on the other hand, each agree that, in the event any party hereto (or such party's representatives, successors or assigns) brings an action in a court of competent jurisdiction relating to Executive's recruitment, employment with, or termination of employment from the Company, the plaintiff in such action agrees to waive his, her or its right to a trial by jury, and further agrees that no demand, request or motion will be made for trial by jury.

In consideration of the Company employing Executive, and the wages and benefits provided under this Agreement, Executive further agrees that, in the event that Executive seeks relief in a court of competent jurisdiction for a dispute covered by this Agreement, the Company may, at any time within sixty (60) days of the service of Executive's complaint upon the Company, at its option, require all or part of the dispute to be arbitrated by one arbitrator mutually agreed upon by the parties, in accordance with the rules of the American Arbitration Association. Executive agrees that the option to arbitrate any dispute is governed by the Federal Arbitration Act and is fully enforceable. Executive understands and agrees that, if the Company exercises its option, any dispute arbitrated will be heard solely by the arbitrator, and not by a court. The parties hereto agree that the prevailing party shall be entitled to have all of its legal fees paid by the non-prevailing party. This pre-dispute resolution agreement will cover all matters directly or indirectly related to Executive's recruitment, employment or termination of employment by the Company; including, but not limited to, claims involving laws against any form of discrimination whether brought under federal and/or state law, and/or claims involving co-employees, but excluding Worker's Compensation Claims.

THE RIGHT TO A TRIAL, AND TO A TRIAL BY JURY, IS OF VALUE. EXECUTIVE MAY WISH TO CONSULT AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT. IF SO, EXECUTIVE SHOULD TAKE A COPY OF THIS AGREEMENT WITH HIM. HOWEVER, EXECUTIVE WILL NOT BE OFFERED EMPLOYMENT UNDER THIS AGREEMENT UNLESS AND UNTIL THIS AGREEMENT IS SIGNED AND RETURNED TO THE COMPANY BY EXECUTIVE.

11. AMENDMENTS. No supplement, modification, amendment or waiver of the terms of this Agreement shall be binding on the parties hereto unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Any failure to insist upon strict compliance with any of the terms and conditions of this Agreement shall not be deemed a waiver of any such terms or conditions.

12. ACKNOWLEDGMENTS OF EXECUTIVE. Executive hereby acknowledges and agrees that: (a) this Agreement is necessary for the protection of the legitimate business interests of the Company and the Company Affiliates; (b) the restrictions contained in this Agreement may be enforced in a court of law whether or not Executive is terminated with or without cause or for performance related reasons; (c) Executive has no intention of competing with the Company or the Company Affiliates within the limitations set forth above; (d) Executive has received adequate and valuable consideration for entering into this Agreement; (e) Executive's covenants shall be construed as independent of any other provision in this Agreement and the existence of any claim or cause of action Executive may have against the Company or any Company Affiliate, whether predicated on this Agreement or not, shall not constitute a defense to the enforcement by the Company or any Company Affiliate of these covenants; and (f) the execution and delivery of this Agreement is a mandatory condition precedent to Executive's receipt of the consideration provided herein.

13. FULL UNDERSTANDING. Executive acknowledges that Executive has been afforded the opportunity to seek legal counsel, that Executive has carefully read and fully understands all of the provisions of this Agreement and that Executive, in consideration for the compensation set forth herein, is voluntarily entering into this Agreement.

14. ENTIRE AGREEMENT. This Agreement, along with the Confidential Information and Intellectual Property Protection Agreement and the Non-Qualified Stock Option Agreement, supersedes all prior agreements, written or oral, between the Company and any Company Affiliate, on the one hand, and Executive, on the other hand, concerning the subject matter hereof and thereof.

15. SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein. The restrictive covenants stated herein may be read as if separate and apart from this Agreement and shall survive the termination of Executive's employment with the Company for any reason.

16. PRIOR EMPLOYMENT; FUTURE EMPLOYMENT. Executive has disclosed any and all prior agreements which may limit in any way Executive's ability to work for or provide services to the Company and/or any Company Affiliate in any capacity. Executive represents and warrants that Executive is not a party to or otherwise subject to or bound by the terms of any contract, agreements or understandings that would affect Executive's right or abilities to perform under this Agreement. Executive specifically represents that Executive will not use any confidential information obtained from Executive's prior employer(s) in the performance of Executive's duties herein and is not subject to any other restrictive covenants or non-competition agreements

17. CHOICE OF LAW, JURISDICTION AND VENUE. The parties agree that this Agreement shall be deemed to have been made and entered into in Allegheny County, Pennsylvania and that the law of the Commonwealth of Pennsylvania shall govern this Agreement, without regard to conflict of laws principles. Jurisdiction and venue is exclusively limited in any proceeding by the Company or any Company Affiliate or Executive to enforce their rights hereunder to any court or arbitrator geographically located in Allegheny County, Pennsylvania. Executive hereby waives any objections to the jurisdiction and venue of the courts in or for Allegheny County, Pennsylvania, including any objection to personal jurisdiction, venue, and/or forum non-conveniens, in any proceeding by the Company or any Company Affiliate to enforce its rights hereunder filed in or for Allegheny County, Pennsylvania. Executive agrees not to object to any petition filed by the Company or any Company Affiliate to remove an action filed by Executive from a forum or court not located in Allegheny County, Pennsylvania.

18. SUCCESSORS IN INTEREST. This Agreement shall be binding upon and shall inure to the benefit of the successors, permitted assigns, heirs and legal representatives of the parties hereto. The Company and each Company Affiliate shall each require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of its business and/or assets to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company or such Company Affiliate would be required to perform it if no such succession had taken place, and Executive agrees to be obligated by this Agreement to any successor, assign or surviving entity. As used in this Paragraph, the "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, or otherwise. Any successor to the Company is an intended third-party beneficiary of this Agreement. Executive may not assign any of his rights under this Agreement or delegate any of his duties under this Agreement.

19. NOTICES. All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to the other shall be given in writing by personal delivery or by registered mail, postage prepaid, addressed to such other party or delivered to such other party as follows:

to the Company at: 1305 Cherrington Parkway,
Building 210,
Suite 400
Moon Township, PA 15108
Attention: Chairman of the Board

to Executive at: 2108 Beaver Creek Lane
Southlake, TX 76092

or at such other address as may be given by either of them to the other in writing from time to time, and such notices, requests, demands, acceptances or other communications shall be deemed to have been received when delivered or, if mailed, three (3) business days after the day of mailing thereof; provided that if any such notice, request, demand or other communication shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such notices, requests, demands or other communications shall be deemed to have been received when delivered or, if mailed, three (3) business days from the day of the resumption of normal mail service.

20. Section 409A Compliance. The following rules shall apply, to the extent necessary, with respect to distribution of the payments and benefits, if any, to be provided to Executive under this Agreement. Subject to the provisions in this Paragraph, the severance payments and benefits payable pursuant to Paragraph 7.4 or 7.5 of this Agreement that constitute nonqualified deferred compensation under Section 409A of the Internal Revenue Code of 1986, as amended, and the guidance issued thereunder ("Section 409A") shall begin only upon the date of Executive's "separation from service" (determined as set forth below) which occurs on or after the date of Executive's termination of employment.

20.1. This Agreement is intended to be exempt from or to comply with Code Section 409A (to the extent applicable) and the parties hereto agree to interpret, apply and administer this Agreement in the least restrictive manner necessary to comply therewith or be exempt therefrom and without resulting in any increase in the amounts owed hereunder by the Company.

20.2. It is intended that each installment of the Severance Payments, the CoC Cash Bonus Amount, the Pro-Rated Bonus Payment and benefits provided under this Agreement shall be treated as a separate "payment" for purposes of Section 409A. Neither Executive nor the Company shall have the right to accelerate or defer the delivery of any such payments or benefits except to the extent specifically permitted or required by Section 409A.

20.3. If, as of the date of Executive's "separation from service" from the Company, Executive is not a "specified employee" (within the meaning of Section 409A), then each installment of the Severance Payments, CoC Cash Bonus Amount, the Pro-Rated Bonus Payment and benefits shall be made on the dates and terms set forth in this Agreement.

20.4. In the event that Executive is a “specified employee” (within the meaning of Section 409A) (a “Specified Employee”), amounts and benefits that are nonqualified deferred compensation (within the meaning of Section 409A) that would otherwise be payable or provided under Paragraph 7.4 or 7.5 during the six-month period immediately following Executive’s “separation from service” shall instead be paid, without interest, on the first payroll date of the Company after the earlier of (i) the date of Executive’s death and (ii) the date that is six months following Executive’s “separation from service.”

20.5. The determination of whether and when Executive’s separation from service from the Company has occurred shall be made in a manner consistent with, and based on the presumptions set forth in, Treasury Regulation Section 1.409A-1(h). Solely for purposes of this Paragraph 20, the “Company” shall include all persons with whom the Company would be considered a single employer as determined under Treasury Regulation Section 1.409A-1(h)(3).

20.6. All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A to the extent that such reimbursements or in-kind benefits are subject to Section 409A, including, where applicable, the requirements that (i) any reimbursement is for expenses incurred during Executive’s lifetime (or during a shorter period of time specified in this Agreement), (ii) the amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year, (iii) the reimbursement of an eligible expense will be made on or before the last day of the calendar year following the year in which the expense is incurred and (iv) the right to reimbursement is not subject to set off or liquidation or exchange for any other benefit.

20.7. Notwithstanding anything herein to the contrary, the Company shall have no liability to Executive or to any other Person if the payments and benefits provided in this Agreement that are intended to be exempt from or compliant with Section 409A are not so exempt or compliant.

21. COUNTERPARTS. This Agreement may be executed in any number of multiple counterparts (including by facsimile, “.pdf”, DocuSign or other similar electronic transmission), each of which shall be deemed to be an original copy and all of which shall constitute one agreement, binding on all parties hereto.

22. HEADINGS. The headings used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

23. DRAFTER PROVISION. Each party hereto agrees that he or it has had the opportunity to review and negotiate this Agreement, and that any inconsistency or dispute related to the interpretation of any of the provisions of this Agreement shall not be construed against any party hereto.

24. SURVIVORSHIP. The respective rights and obligations of the parties hereunder shall survive any termination of this Agreement hereunder for any reason to the extent necessary to the intended provision of such rights and the intended performance of such obligations.

[Signature page follows.]

IN WITNESS WHEREOF, Executive has hereunto set Executive's hand and each of the Company has caused this Agreement to be executed in its name on its behalf, all as of the day and year first above written.

COMPANY:

MASTECH DIGITAL, INC.

By: /s/ Sunil Wadhvani

Name: Sunil Wadhvani

Its: Co-Chairman of the Board of Directors

MASTECH DIGITAL TECHNOLOGIES, INC.

By: /s/ Sunil Wadhvani

Name: Sunil Wadhvani

Its: Co-Chairman of the Board of Directors

INTENDING TO BE LEGALLY BOUND, I hereby set my hand below:

EXECUTIVE:

By: /s/ Nirav Patel

Nirav Patel

Dated: 11/1/2024

Effective Date: January 6, 2025

Schedule A

This Schedule A is issued pursuant to that certain Executive Employment Agreement, made as of November 1, 2024 (the "Agreement"), by and between Mastech Digital, Inc., a Pennsylvania corporation (the "Parent"), Mastech Digital Technologies, Inc., a Pennsylvania corporation (together with the Parent, the "Company"), and Nirav Patel ("Executive"). This Schedule A is incorporated into, and shall be governed by the terms and conditions of, the Agreement.

This Schedule A is effective as of the Effective Date and is intended to replace any previously issued Schedule A issued pursuant to the Agreement. Capitalized terms used but not defined in this Schedule A shall have the meanings ascribed to them in the Agreement.

1. Base Salary: \$1,000,000 per year, commencing as of the Effective Date, and payable in twelve equal monthly installments in accordance with the Company's payroll policies.

2. Bonus: Effective as of the Effective Date, Executive will be entitled to an annual performance-based cash bonus of \$500,000, for the achievement of certain financial and operational targets. These targets, and the bonus dollars tied to such targets, will be determined and communicated to Executive by the Board on an annual basis. The targets for the 2025 calendar year shall not be determined prior to the sixtieth (60th) following the Effective Date. Should Executive or, to the extent applicable, the Company, fail to achieve the target amount for the performance measures set by the Board, Executive's annual performance-based bonus, if any, shall be based upon the Board's evaluation of the percentage of the target amount achieved during the year. Conversely, should Executive or, to the extent applicable, the Company, exceed the target amount for the performance measures set by the Board, Executive's annual performance-based bonus may exceed the bonus amount stated above, based upon the Board's evaluation of the percentage of the over-achievement of such target amount(s).

Other than the Signing Bonus (as defined in the Agreement), all bonuses will be paid following the completion of the Company's year-end audit and shall be conditioned upon Executive's continuous employment with the Company through such date of payment. Except as otherwise expressly set forth in this Agreement, if Executive is not employed by the Company on the date of the applicable bonus payment, whether due to the Company terminating Executive's employment with or without Cause or Executive terminating his employment with or without Good Reason, Executive will not be eligible for such bonus.

[Signature page follows.]

COMPANY:

MASTECH DIGITAL, INC.

By: /s/ Sunil Wadhvani

Name: Sunil Wadhvani

Its: Co-Chairman of the Board of Directors

MASTECH DIGITAL TECHNOLOGIES, INC.

By: /s/ Sunil Wadhvani

Name: Sunil Wadhvani

Its: Co-Chairman of the Board of Directors

EXECUTIVE:

By: /s/ Nirav Patel

Nirav Patel

Dated: 11/1/2024

Schedule B

**CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY
PROTECTION AGREEMENT**

This Agreement is made and entered into to be effective as of the date set forth below, by and between Mastech Digital Technologies, Inc., a Pennsylvania corporation, (hereinafter called the "Company") and the undersigned employee Nirav Patel , (hereinafter called "Employee").

WITNESSETH:

WHEREAS, Employee has been or will be employed by the Company in a capacity such that, in the performance of Employee's duties, Employee may acquire Confidential Information or Trade Secrets (as those terms are defined below) relating to the Company's business (or that of its joint ventures, affiliated companies or its clients) and Employee may develop copyrightable works, inventions or improvements relating to the Company's products and business (or that of its affiliated companies or joint ventures); and

WHEREAS, it is the understanding between the Company and Employee that the Company shall have certain rights in such Confidential Information, Trade Secrets, copyrightable works, inventions and improvements;

NOW, THEREFORE, in consideration of the Company's agreement to employ Employee and the fees paid to Employee by the Company during Employee's employment by the Company, Employee agrees as follows:

Employee hereby acknowledges and agrees that each of the copyrightable works authored by Employee (including, without limitation, all software and related documentation and all web site designs), alone or with others, during Employee's employment by the Company shall be deemed to have been to be works prepared by Employee within the scope of Employee's employment by the Company and, as such, shall be deemed to be "works made for hire" under the United States copyright laws from the inception of creation of such works. In the event that any of such works shall be deemed by a court of competent jurisdiction not to be a "work made for hire," this Agreement shall operate as an irrevocable assignment by Employee to the Company of all right, title and interest in and to such works, including, without limitation, all worldwide copyright interests therein, in perpetuity. The fact that such copyrightable works are created by Employee outside of the Company's facilities or other than during Employee's working hours with the Company shall not diminish the Company's rights with respect to such works which otherwise fall within this paragraph. Employee agrees to execute and deliver to the Company such further instruments or documents as may be requested by the Company in order to effectuate the purposes of this paragraph 1.

Employee shall promptly and fully disclose to the Company all inventions or improvements made or conceived by Employee, solely or with others, during Employee's employment by the Company and, where the subject matter of such inventions or improvements results from or is suggested by any work which Employee may do for or on behalf of the Company

or relates in any way to the Company's products or business (or that of its affiliated companies or joint ventures), the Company shall have all rights to such inventions and improvements, whether they are patentable or not. The fact that such inventions and improvements are made or conceived by Employee outside of the Company's facilities or other than during Employee's working hours with the Company shall not diminish the Company's rights with respect to such inventions or improvements which otherwise fall within this paragraph 2.

The Company shall have no rights pursuant to this Agreement in any invention of Employee made during the term of Employee's employment by the Company if such invention has not arisen out of or by reason of Employee's work with the Company or does not relate to the products, business or operations of the Company or of its affiliated companies or joint ventures, although Employee shall nonetheless inform the Company of any such invention.

At the request of the Company, either during or after termination of Employee's employment by the Company, Employee shall execute or join in executing all papers or documents required for the filing of patent applications in the United States and such foreign countries as the Company may elect, and Employee shall assign all such patent applications to the Company or its nominee, and shall provide the Company or its agents or attorneys with all reasonable assistance in the preparation and prosecution of patent applications, drawings, specifications and the like, all at the expense of the Company, and shall do all that may be necessary to establish, protect and maintain the rights of the Company or its nominee in the inventions, patent applications and Letters Patent in accordance with the spirit of this Agreement.

Employee shall treat as confidential all Trade Secrets and Confidential Information belonging to the Company (or information belonging to third parties to which the Company shall owe an obligation of secrecy) which is disclosed to Employee, which Employee may acquire or develop or which Employee may observe in the course of Employee's employment by the Company and which at the time of disclosure is not previously known by Employee and not known or used by others in the trade generally, and Employee shall not disclose, publish or otherwise use, either during or after termination of Employee's employment by the Company, any such Trade Secrets or Confidential Information without the prior written consent of the Company. As used in this Agreement, "Confidential Information" means the whole or any portion or phase of any data or information relating to the Company's services, products, processes or techniques relating to its business or that of any of the Company's clients, whether or not copyrighted, patented or patentable. As used in this Agreement, "Trade Secret" means any useful process, machine or other device or composition of matter which is new and which is being used or studied by the Company and is not described in a patent or described in any literature already published and distributed externally by the Company; the source code or algorithms of any software developed or owned by the Company; any formula, plan, tool, machine, process or method employed by the Company, whether patentable or not, which is not generally known to others; business plans and marketing concepts of the Company; marketing or sales information of the Company; financial information or projections regarding the Company or potential acquisition candidates of the Company; financial, pricing and/or credit information regarding clients or vendors of the Company; a listing of names, addresses or telephone numbers of customers or clients of the Company; internal corporate policies and procedures of the Company; and any other information falling under the definition of a "Trade Secret" pursuant to the Uniform Trade Secrets Act (or, if applicable, the version thereof adopted by Pennsylvania).

Upon termination of employment with Company for any reason, Employee shall promptly deliver to Company the originals and copies of all correspondence, drawings, manuals, computer related or generated information, letters, notes, notebooks, reports, prospect lists, customer lists, flow charts, programs, proposals, and any documents concerning Company's business, Customers or suppliers and, without limiting the foregoing, will promptly deliver to Company any and all other documents or materials containing or constituting Confidential Information or Trade Secrets. Employee agrees to maintain the integrity of all stored computer information and agrees not to alter, damage or destroy said computer information before returning it to Company.

Employee shall keep and maintain adequate and current written records of all Trade Secrets and Confidential Information made by Employee (solely or jointly with others) during the term of employment ("*Records*"). The Records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks and any other format. The Records will be available to and remain the sole property of the Company at all times. Employee shall not remove such Records from the Company's place of business except as expressly permitted by the Company.

This Agreement shall in no way alter, or be construed to alter, the terms and conditions of any Employment Agreement entered into by Employee with the Company. The Company may utilize any portion of Employee's Employment Agreement to enforce the terms and conditions set forth herein and remedy any violation of this Agreement. The Company has the exclusive right to assign this Agreement.

The parties agree that this Agreement shall be deemed to have been made and entered into in Allegheny County, Pennsylvania and that the Law of the Commonwealth of Pennsylvania shall govern this Agreement, without regard to conflict of laws principles. Jurisdiction and venue is exclusively limited in any proceeding by the Company or Employee to enforce their rights hereunder to any court geographically located in Allegheny County, Pennsylvania. The Employee hereby waives any objections to the jurisdiction and venue of the courts in or for Allegheny County, Pennsylvania, including any objection to personal jurisdiction, venue, and/or forum non-conveniens, in any proceeding by the Company to enforce its rights hereunder filed in or for Allegheny County, Pennsylvania. Employee agrees not to object to any petition filed by the Company to remove an action filed by Employee from a forum or court not located in Allegheny County, Pennsylvania.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL OF THE PROVISIONS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY ENTERING INTO THIS AGREEMENT. I UNDERSTAND THAT I AM REQUIRED TO SIGN THIS AGREEMENT AS A CONDITION OF MY EMPLOYMENT.

EMPLOYEE:

/s/ Nirav Patel

Signature

Date: 11/1/24

Schedule C

CONFIDENTIAL SEPARATION AGREEMENT AND GENERAL RELEASE

WHEREAS, Mastech Digital Technologies, Inc. (“Company”) employed _____ (“Executive”);
and

WHEREAS, Company and Executive wish to resolve any and all matters between them relating to Executive’s employment and termination from employment;

NOW, THEREFORE, in consideration of the mutual undertakings set forth below, this Confidential Separation Agreement and General Release (“Release”) will resolve, finally and completely, any and all possible claims and disputes between Company and Executive arising from such employment and the termination of that employment and, accordingly, Company and Executive, each intending to be legally bound, hereby agree as follows:

1. Executive’s employment with the Company terminated _____ (the “Termination Date”).

2. (a) Except as provided in Paragraph 2(b) below, Executive shall have no further right to any salary or Executive benefits provided by the Company or any other Executive benefit plans of the Company. Executive agrees that the provisions of this Release and the payments under this Release do not extend Executive’s service or increase any amounts due him under the benefit plans of the Company.

(b) In exchange for execution of this Release within thirty days following the Termination Date, the Company will:

(1) pay to Executive _____, less withholdings and deductions required by law. This amount will be paid by Company to Executive pursuant to the terms of Executive’s Employment Agreement effective _____, such amount payable in the event of a termination of Executive’s employment other than for cause, on the dates and in the form specified in the Employment Agreement, specifically in _____ equal installments of _____, less required withholding and deductions. The payments will commence with the first regular payroll date occurring on or after the sixtieth (60th) day following Executive’s termination date, together with a catch-up payment consisting of the installments that otherwise would have been paid on the regular payroll dates occurring between the termination date and such initial payment date, and the remaining installments paid on succeeding regular payroll dates during such Severance Period until paid in full. Executive agrees and acknowledges that he is not entitled to payment of any severance pay under the Company’s generally applicable severance pay policy (“Severance Policy”). To the extent the payments to be received by Executive during the first six (6) months after termination of employment, together with all other taxable payments received during that six (6)-month period (determined under Internal Revenue Code §409A and including the payments under this Agreement if required), exceeds the maximum amount permitted to be paid to a “specified employee” under Internal Revenue Code §409A, the excess payments shall be aggregated and paid instead in a single lump sum on the first business day after the end of the six (6)-month period;

(2) Continued coverage under Company's Executive benefit plans (other than 401(k) or pension benefit coverage) after termination of employment for Executive and his eligible dependents, as and when provided under the Severance Policy, and subject to the payment of applicable premiums or other costs, all in accordance with the terms of the Severance Policy and the applicable benefit plans (including, without limitation, cessation of such benefits due to receiving similar benefit coverage from a new Company);

(3) Following the cessation of coverage under the Company's group health (medical, dental, vision) plans under (3) above, Executive shall be entitled to continue his coverage and coverage for any eligible qualified beneficiary under Company's group health plans in accordance with and for as long as required under the federal "COBRA" requirements (subject to payment of the applicable cost for such coverage as may be required by Company in accordance with COBRA). Any period of post-termination coverage under (3) above shall not be considered as part of the COBRA continued coverage period; and

(4) For any period COBRA coverage under Company's group health plans is in effect for Executive and/or Executive's qualified beneficiaries during the first six (6) months after Executive's termination of employment, Executive shall receive a monthly payment at the same time as the payments set forth in subparagraph (1), above, less appropriate withholding, pursuant to the Company's regular schedule and payroll practices, in an amount equal to the excess of the Executive's cost for COBRA coverage over the cost Executive would have paid for group health plan coverage as an active Executive of the Company.

Company and Executive agree and acknowledge that the foregoing amounts and benefits exceed any payments to which Executive might otherwise be entitled under existing Company policies or practices in the absence of execution of this Release.

(c) Included as part of Executive's final salary payment is a lump sum payment equal to the amount of accrued and unused vacation that Executive is entitled to receive under the Company's existing policies. Upon the termination of his employment, Executive will receive payment for accrued and unused vacation and personal days regardless of execution of the Release.

3. This Release shall not constitute or be construed as an admission of any liability or wrongdoing by the Company. Executive expressly understands and agrees that by entering into this Release, Company in no way is admitting to having violated any of Executive's rights or to having violated any of the duties or obligations owed Executive or to having engaged in any conduct in violation of the law. Company, in fact, affirmatively states that it treated Executive in full accord with the law at all times. Further, Executive understands and agrees that the Company will not be obligated in any way to provide him with future employment and Executive agrees not to seek any such employment or reemployment.

4. Executive, on behalf of himself, his heirs, representatives, estates, dependents, executors, administrators, successors and assigns, hereby voluntarily, expressly, irrevocably and unconditionally releases and forever discharges the Company and its parents, subsidiaries, related companies, predecessors, affiliates, successors and assigns, and its and their respective benefits plans, and their past, present and future officers, directors, trustees,

administrators, agents, attorneys, employees, and representatives, as well as the heirs, successors or assigns of any of such persons or such entities (severally and collectively called "Releasees"), jointly and individually, from any and all manner of suits, actions, causes of action, demands, damages and claims, known and unknown, that Executive has or ever had or which he may have against any of the Releasees for any acts, practices or events up to and including the date he executes this Release, and the continuing effects thereof, it being the intention of Executive to effect a general release of all such claims. By executing this Release, Executive understands that he is releasing any and all claims under any possible legal, equitable, contract, tort or statutory theory, including but not limited to: (i) any and all claims arising from or relating to Executive's employment with the Company and/or his termination from employment with the Company including, but not limited to, any and all claims for breach of the Company's policies, rules, regulations, or handbooks or for breach of express or implied contracts or express or implied covenants of good faith, and any and all claims for wrongful discharge, defamation, slander, invasion of privacy, violation of public policy, retaliation, intentional or negligent infliction of emotional distress or any other personal injury; (ii) any and all claims for back pay, front pay, or for any kind of compensatory, special or consequential damages, punitive or liquidated damages, attorneys' fees, costs, disbursements or expenses of any kind whatsoever; (iii) any and all claims arising under federal, state, or local constitutions, laws, rules, regulations or common law prohibiting employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, including, but not limited to, any and all claims arising under the Age Discrimination in Employment Act of 1967, as amended, the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Pennsylvania Human Rights Act, the Americans With Disabilities Act, the Civil Rights Acts of 1866 and 1871, the Pregnancy Discrimination Act, Section 1981, the Family and Medical Leave Act, the Executive Retirement Income Security Act of 1974 and/or under any other federal, state, or local human rights, civil rights, or employment discrimination statutes, ordinances, rules or regulations; and (iv) any and all other claims of any kind whatsoever that Executive has or may have against Releasees up to and including the Date he executes this Release. Notwithstanding anything in this Release to the contrary, Executive is not waiving any rights that, under the law, cannot be waived (including any rights to challenge the validity of this Release).

5. Executive specifically releases all Releasees from any and all claims or causes of action for the fees, costs, expenses and interest of any and all attorneys who have at any time or are now representing Executive in connection with this Release and/or in connection with any matters released in this Release.

6. Executive acknowledges that he has been given the opportunity to consider this Release for at least twenty-one (21) days, which is a reasonable period of time, and that he has been advised to consult with an attorney prior to signing this Release. Executive further acknowledges that he has had a full and fair opportunity to confer with an attorney, that he has carefully read and fully understands all of the provisions of the Release, and that he has executed it of his own free will, act and deed without coercion and with knowledge of the nature and consequences thereof. If Executive executes this Release in less than twenty-one (21) days, he acknowledges that he has thereby waived his right to the full twenty-one (21) day period. For a period of seven (7) calendar days following the execution of this Release, Executive may revoke this Release by delivery of a written notice revoking the same within that seven (7) day period to

the Company at Mastech Digital Technologies, Inc., 1000 Commerce Drive, Suite 500, Pittsburgh, PA 15275, Attention: Jenna Ford Lacey. This Release shall not become effective or enforceable until said seven (7) day revocation period has expired. The date of expiration of such revocation period is referred to herein as the Effective Date. Company shall have no obligation to pay any sums under paragraph 2(b) of this Release until eight (8) days after receipt of a fully executed copy of the Release.

7. Executive acknowledges that he was provided with, received, used and was exposed to confidential proprietary information and trade secrets relating to the Company (hereinafter referred to as "Trade Secrets and/or Confidential Information"). Executive agrees that the Company has a substantial business interest in the protection of its Trade Secrets and/or Confidential Information from disclosure and/or misuse and that the Company has a substantial business interest in the covenants set forth below. Executive, therefore, covenants and agrees that he shall not, without the written consent of a duly authorized executive officer of the Company, directly or indirectly use, disclose or disseminate to any other person, organization or entity or otherwise employ any Trade Secrets and/or Confidential Information of the Company for so long as the pertinent information or documentation remain Trade Secrets and/or Confidential Information; provided, however, that for purposes of this Release, Trade Secrets and/or Confidential Information shall not include any information known generally to the public (other than as a result of unauthorized disclosure by Executive) or any information of a type not otherwise considered confidential by persons engaged in the same business or a business similar to that conducted by the Company. Executive acknowledges and agrees that the ascertainment of damages in the event of his breach or violation of the restrictions set forth in Paragraph 7 of this Release would be difficult, if not impossible, and further that the various rights and duties created hereunder are extraordinary and unique so that upon breach by Executive of the duties and obligations provided hereunder, the Company will suffer irreparable injury for which it will have no meaningful remedy in law. Executive therefore agrees that, in addition to and without limiting any other remedy or right it may have, the Company shall be entitled to injunctive relief in order to enforce the provisions hereof.

8. Executive hereby confirms that he has returned to the Company all Company-issued credit cards and keys as well as computers, computer software, files, manuals, letters, notes, records, drawings, notebooks, reports and any other documents and tangible items owned by the Company or which Executive obtained, prepared or acquired while he was employed with the Company or used or maintained in connection with conducting business for or on behalf of the Company, expressly including documents and tangible items containing confidential information about the Company, whether maintained at Executive's office, his home or any other location. Such information includes information in all forms, including electronic form. Executive will not disclose or make any further use, directly or indirectly, of any such Company information.

9. Executive agrees and acknowledges that there are no outstanding expense reimbursements due to him.

10. a. Except as otherwise required by law, Executive agrees to refrain from directly or indirectly engaging in publicity or any other action or activity which reflects adversely upon Company, its Board, officers, Executives, agents and business, including any successor or affiliate.

b. Except as otherwise required by law, Executive agrees to keep confidential and not disclose the terms of this Release to any person, with the exception of his spouse, attorneys or tax professionals consulted by Executive to understand the interpretation, application, or legal or financial effect of this Release or to implement any portion of it with those persons to pledge to strictly maintain such confidentiality before Executive shares such information with them.

11. If any of the provisions of this Release are determined to be invalid or unenforceable for any reason, the remaining provisions and portions of this Release shall be unaffected thereby and shall remain in full force to the fullest extent permitted by law.

12. Executive and Company agree that the language of all parts of this Release shall in all cases be construed as a whole, according to the fair meaning, and not strictly for or against any party.

13. Executive and Company understand, covenant and agree that the terms and conditions of this Release constitute the full and complete understandings, agreements and arrangements of the parties with respect to the subject matter hereto. Executive and Company understand, covenant and agree that the post-termination obligations of Executive's Executive Employment Agreement dated _____, shall continue in full force and effect. Executive acknowledges that his Executive Employment Agreement provides that for one (1) year after Executive's termination with Company, Executive shall not:

- (a) directly or indirectly contact any Customer (as defined in the Executive Employment Agreement) for the purpose of soliciting such Customer to purchase, lease or license a product or service that is the same as, similar to, or in competition with those products and/or services made, rendered, offered or under development by Company or any Affiliate;
- (b) directly or indirectly employ, or knowingly permit any company or business directly or indirectly controlled by Executive to employ any person who is employed by Company or any Affiliate at any time during the term of this Agreement, or in any manner facilitate the leaving of any such person from his or her employment with Company or any Affiliate; or
- (c) directly or indirectly interfere with or attempt to disrupt the relationship, contractual or otherwise, between Company or any Affiliate and any of its employees or solicit, induce, or attempt to induce Executives of Company or any Affiliate to terminate employment with Company or Affiliate and become self-employed or employed with others in the same or similar business or any product line or service provided by Company or any Affiliate. Any subsequent alteration in or variance from any term or condition of this Release shall be effective only if in writing; or
- (d) directly or indirectly engage in any activity or business as a consultant, independent contractor, agent, employee, officer, partner, director or otherwise, alone or in association with any other person, corporation or other entity, in any Competing Business operating within the United States or any other country where the Executive has worked and/or conducted business for Company and its Affiliates within the one (1) year period prior to the termination of Executive's employment.

14. This Release shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania except as preempted by federal law. This Release shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors and permitted assigns. It shall not be construed against either party.

15. Executive shall make no assignment of any released claims, and he hereby warrants that no such assignment has been made.

IN WITNESS WHEREOF, the undersigned parties, having read this Confidential Separation Agreement and General Release, and intending to be legally bound thereby, have caused this Confidential Separation Agreement and General Release to be executed as of the date set forth below.

AGREED:

Dated: _____

(Executive)

For Myself, My Heirs, Personal
Representatives and Assigns

Witnessed By:

Appendix A

EFFECTIVE DATE STOCK OPTION AGREEMENT

(See attached.)

**NON-QUALIFIED STOCK OPTION AGREEMENT
UNDER THE
MASTECH DIGITAL, INC. INDUCEMENT EQUITY PLAN
(as adopted effective _____)
(the “Plan”)**

This Non-Qualified Stock Option 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 “Optionee”).

WHEREAS, the Optionee is an employee of the Corporation and entered into that certain Executive Employment Agreement, effective as of _____, 2024, by and among the Corporation, Mastech Digital Technologies, Inc., a Pennsylvania corporation, and the Optionee (as may be amended and/or restated from time to time, the “Employment Agreement”); and

WHEREAS, pursuant to the terms of the Employment Agreement, the Corporation is granting the Optionee an option to purchase shares of common stock of the Corporation (the “Common Stock”) on the terms set forth herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree that as of the Grant Date, the Corporation hereby grants the Optionee an option to purchase from it, upon the terms and conditions set forth in the Plan, in this Agreement and in Schedule A hereto, that number of shares of the authorized and unissued Common Stock of the Corporation as is set forth on Schedule A hereto (the “Option”).

Terms of Stock Option. The Option to purchase Common Stock granted hereby is subject to the terms, conditions, and covenants set forth in the Plan, in Schedule A hereto and the following:

- a) This Option shall constitute a Non-Qualified Stock Option which is not intended to qualify under Section 422 of the Internal Revenue Code of 1986, as amended;
- b) The per share exercise price for the shares subject to this Option is set forth on Schedule A hereto;
- c) No portion of this Option may be exercised more than ten (10) years from the Grant Date; and
- d) This Option is conditioned upon the Employment Agreement remaining in full force and effect on the Grant Date and the Term of Employment (as defined in the Employment Agreement) having commenced.

Payment of Exercise Price. This Option may be exercised, in part or in whole, only by written request to the Corporation accompanied by payment of the exercise price in full either (i) in cash for the shares with respect to which it is exercised; (ii) by delivering to the Corporation a notice of exercise with an irrevocable direction to a broker-dealer registered under the Act to sell a sufficient portion of the shares and deliver the sale proceeds directly to the Corporation to pay the exercise price; or (iii) by delivering shares of Common Stock or a combination of shares and cash having an aggregate Fair Market Value (as defined in the Plan) equal to the exercise price of the shares being purchased; provided, however, that shares of Common Stock delivered by the Optionee may be accepted as full or partial payment of the exercise price for any exercise of the Option hereunder only if the shares have been held by the Optionee for at least six (6) months. To the extent required by the Corporation, the Optionee shall also tender at the time of exercise cash equal to the amount of federal and state withholding taxes due in connection with such exercise.

Miscellaneous.

- a) This Agreement is binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.
- b) This Agreement will be governed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and may be executed in more than one counterpart, each of which shall constitute an original document.
- c) No alterations, amendments, changes or additions to this agreement will be binding upon either the Corporation or the Optionee unless reduced to writing and signed by both parties.
- d) The Optionee acknowledges receipt of a copy of the Plan as presently in effect. All of the terms and conditions of the Plan are incorporated herein by reference (including but not limited to capitalized terms not otherwise defined herein) and this Option is subject to such terms and conditions in all respects, except as expressly modified in this Agreement and/or in Schedule A hereto.
- e) This Agreement, Schedule A hereto and the Plan constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede any prior written or oral agreements.

In witness whereof, the parties have executed this Agreement as of the Grant Date.

MASTECH DIGITAL, INC.

By: _____
John J. Cronin, Jr.

OPTIONEE

Nirav Patel

Schedule A

1. Optionee: Nirav Patel
2. Grant Date: [INSERT DATE]
3. Number of Shares of Common Stock covered by the Option: 702,358
4. Exercise Price: [INSERT EXERCISE PRICE]
5. Subject to the condition set forth in subsection (c) of the section of the Agreement entitled “Terms of Stock Option,” the Option shall become vested and exercisable in accordance with the following schedule provided that the Optionee remains in continuous employment with the Corporation through each such vesting date:
 - (i) The Option shall become vested and exercisable with respect to 87,795 shares on the one-year anniversary of the Grant Date;
 - (ii) The Option shall become vested and exercisable with respect to an additional 87,795 shares on the two-year anniversary of the Grant Date;
 - (iii) The Option shall become vested and exercisable with respect to an additional 87,795 shares on the three-year anniversary of the Grant Date;
 - (iv) The Option shall become vested and exercisable with respect to an additional 87,794 shares on the four-year anniversary of the Grant Date;
 - (v) The Option shall become vested and exercisable with respect to an additional 175,589 shares on the first date during the Optionee’s Term of Employment that the Quarterly Average Market Capitalization (as defined below) of the Corporation is greater than \$300,000,000 (the “First Tier Market Capitalization Vesting Threshold”);
 - (vi) The Option shall become vested and exercisable with respect to an additional 87,795 shares on the first date during the Optionee’s Term of Employment that the Quarterly Average Market Capitalization of the Corporation is greater than \$450,000,000 (the “Second Tier Market Capitalization Vesting Threshold”);
 - (vii) The Option shall become vested and exercisable with respect to an additional 87,795 shares on the first date during the Optionee’s Term of Employment that the Quarterly Average Market Capitalization of the Corporation is greater than \$600,000,000 (together with the First Tier Market Capitalization Vesting Threshold and the Second Tier Market Capitalization Vesting Threshold, the “Market Capitalization Vesting Thresholds”);

provided, however, that notwithstanding anything to the contrary in this Section 5:

- (w) in the event the Optionee's employment with the Corporation is terminated by the Corporation with Cause (as defined in the Employment Agreement) pursuant to Section 7.1 of the Employment Agreement, then this Option, including any vested or unvested portion at the time of such termination, shall be forfeited on such termination date without further action of the Corporation or the Optionee;
- (x) in the event the Optionee's employment with the Corporation is terminated by the Optionee without Good Reason (as defined in the Employment Agreement) pursuant to Section 7.2 of the Employment Agreement, or due to the Optionee's death pursuant to Section 7.3 of the Employment Agreement, or by the Corporation without Cause or by the Optionee for Good Reason (other than on the date of the consummation of a Change of Control or within 12 months following a Change of Control (as defined in the Employment Agreement)) pursuant to Section 7.4 of the Employment Agreement, then this Option, to the extent unvested at the time of such termination, shall be forfeited on such termination date without further action of the Corporation or the Optionee;
- (y) in the event the Optionee's employment with the Corporation is terminated by the Corporation without Cause or by the Optionee for Good Reason (other than on the date of the consummation of a Change of Control or within 12 months following a Change of Control (as defined in the Employment Agreement)) pursuant to Section 7.4 of the Employment Agreement, then:
 - a. if the Termination Date is prior to the one-year anniversary of the Grant Date, then a pro rata portion of the Option covered by Section 5(i) of this Agreement, to the extent unvested and outstanding at the time of such termination, shall become vested and exercisable on such termination, with such pro rata portion equal to the product of (i) 87,795 and (ii) the number of days after the Grant Date that Optionee was employed by the Corporation, divided by 365;
 - b. if the Termination Date is after the one-year anniversary of the Grant Date but prior to the second-year anniversary of the Grant Date, then a pro rata portion of the Option covered by Section 5(ii) of this Agreement, to the extent unvested and outstanding at the time of such termination, shall become vested and exercisable on such termination, with such pro rata portion equal to the product of (i) 87,795 and (ii) the number of days after the first anniversary of the Grant Date that Optionee was employed by the Corporation, divided by 365;

- c. if the Termination Date is after the second-year anniversary of the Grant Date but prior to the third-year anniversary of the Grant Date, then a pro rata portion of the Option covered by Section 5(ii) of this Agreement, to the extent unvested and outstanding at the time of such termination, shall become vested and exercisable on such termination, with such pro rata portion equal to the product of (i) 87,795 and (ii) the number of days after the second anniversary of the Grant Date that Optionee was employed by the Corporation, divided by 365;
 - d. if the Termination Date is after the third-year anniversary of the Grant Date but prior to the fourth-year anniversary of the Grant Date, then a pro rata portion of the Option covered by Section 5(ii) of this Agreement, to the extent unvested and outstanding at the time of such termination, shall become vested and exercisable on such termination, with such pro rata portion equal to the product of (i) 87,794 and (ii) the number of days after the third anniversary of the Grant Date that Optionee was employed by the Corporation, divided by 365; and
- (z) in the event the Optionee's employment with the Corporation is terminated by the Corporation without Cause or by the Optionee for Good Reason (in either case on the date of the consummation of a Change of Control or within 12 months following a Change of Control) pursuant to Section 7.5 of the Employment Agreement, then (I) the portion of the Option covered by Sections 5(i) through 5(iv) of this Agreement, to the extent unvested and outstanding at the time of such termination and (II) the portion of the Option unvested and outstanding at the time of such termination that would become vested upon the achievement of the next applicable Market Capitalization Vesting Threshold covered by Sections 5(v) through 5(vii) of this Agreement, as applicable, shall each become vested and exercisable on such termination date; and
- (aa) in the event of the consummation of a Change of Control whereby Executive's employment is not terminated in connection with such Change of Control, then the portion of the Option covered by Sections 5(i) through 5(iv) of this Agreement that is then unvested and outstanding at the time of such Change of Control and that would have vested as of the date that is twelve (12) months from the date of consummation of such Change of Control shall become vested and exercisable on the date of consummation of such Change of Control.

For the avoidance of doubt, except as expressly set forth in Section 5(z)(II) above, in the event the Optionee's employment with the Corporation is terminated for any reason prior to the date that the applicable Market Capitalization Vesting Threshold is achieved, then the portion of the Option covered by Section 5(v), Section 5(vi) or Section 5(vii) of this Agreement, as the case may be, shall be forfeited on the date the Optionee's employment with the Corporation is terminated without further action of the Corporation or the Optionee.

For purposes of this Section 5:

- (a) "Daily Market Capitalization Amount" means, as of a particular date, the VWAP of the Common Stock on such date, multiplied by the aggregate of the number of issued and outstanding shares of Common Stock on such date;

- (b) “Quarterly Average Market Capitalization” means, for a particular calendar quarter, the aggregate Daily Market Capitalization Amounts for all Trading Days during such calendar quarter, divided by the number of Trading Days during such calendar quarter;
 - (c) “Trading Day” means a day on which the NYSE American or another established stock exchange or national market system on which the shares of Common Stock are listed or admitted to trading is open for the transaction of business or, if the shares of Common Stock are not listed or admitted to trading on the NYSE American or another established stock exchange or national market system, a business day; and
 - (d) “VWAP” means, for any particular date, the per share price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on the NYSE American or another established stock exchange or national market system, the daily volume weighted average price per share of the Common Stock for such date on the NYSE American or such other established stock exchange or national market system as reported by, or based upon data reported by, Bloomberg Financial Markets or an equivalent, reliable reporting service selected by the Corporation, or (b) in all other cases, the Fair Market Value of a share of Common Stock.
6. Notwithstanding anything herein to the contrary, the last day on which the vested portion of the Option may be exercised is the earliest of:
- (i) the ten (10)-year anniversary of the Grant Date;
 - (ii) the date on which the Optionee becomes an officer, director, employee or consultant of a “Competing Business” (as defined in the Plan);
 - (ii) three (3) months after the Optionee’s termination of employment with the Corporation other than a termination by the Corporation for Cause (as defined in the Employment Agreement) or due to Disability or retirement (each as defined in the Plan); or
 - (iv) one (1) year following the Optionee’s death or his termination of employment with the Corporation due to Disability or retirement (each as defined in the Plan).

For the avoidance of doubt, in the event the Optionee’s employment with the Corporation is terminated by the Corporation with Cause (as defined in the Employment Agreement) pursuant to Section 7.1 of the Employment Agreement, then this Option, whether vested or unvested at the time of such termination, shall be forfeited on such termination date without further action of the Corporation or the Optionee.

Initials of Authorized Officer of
MASTECH DIGITAL, INC.

Optionee’s Initials

MASTECH DIGITAL, INC.
2024 INDUCEMENT STOCK INCENTIVE PLAN

Section 1. General Purpose of the Plan; Definitions. The name of this plan is the Mastech Digital, Inc. 2024 Inducement Stock Incentive Plan (the “Plan”). The purpose of the Plan is to enable Mastech Digital, Inc. (the “Company”) to induce highly-qualified prospective officers and employees who are not currently employed by the Company or its Subsidiaries to accept employment and to provide them with a proprietary interest in the Company. A person who previously served as an Employee or Director will not be eligible to receive Awards under the Plan, other than following a *bona fide* period of non-employment. Persons eligible to receive grants of Awards under the Plan are referred to in the Plan as “Eligible Employees.” It is anticipated that providing such persons with a direct stake in the Company’s welfare will assure a closer identification of their interests with those of the Company and its shareholders, thereby stimulating their efforts on the Company’s behalf and strengthening their desire to remain with the Company. Each Award under the Plan is intended to qualify as an employment inducement award under NYSE American LLC Company Guide Rule 711(a).

The following terms shall be defined as set forth below:

“Act” means the Securities Exchange Act of 1934, as amended.

“Award” or “Awards,” except where referring to a particular category of grant under the Plan, shall include Non-Qualified Stock Options, Restricted Stock Awards, Stock Awards, Performance Share Awards and Stock Appreciation Rights.

“Board” means the Board of Directors of the Company.

“Change of Control” shall have the meaning assigned to that term in Section 12.

“Code” means the Internal Revenue Code of 1986, as amended, and any successor Code, and related rules, regulations and interpretations.

“Committee” means the Compensation Committee of the Board.

“Director” means a member of the Board. Directors are not eligible to receive Awards under the Plan with respect to their service in such capacity.

“Effective Date” means the date on which the Plan is approved by the Board.

“Employee” means any person employed by the Company or a Subsidiary who is treated on the books and records of the Company or a Subsidiary as a common law employee.

“Fair Market Value” of the Stock on any given date shall be the value of the Stock as determined below. If the Stock is listed on the NYSE American or any other established stock exchange or a national market system, the Fair Market Value shall be the closing price as reported on the NYSE American or such other exchange or system for such date or, if no sales were reported for such date, for the last day preceding such date for which a sale was reported. If the Fair Market Value cannot be determined in accordance with the preceding sentence, the Board shall in good faith determine the Fair Market Value of the Stock on such date.

“Non-Qualified Stock Option” means any Stock Option that is not designated and qualified as an “incentive stock option” as defined in Section 422 of the Code.

“Option” or “Stock Option” means any Option to purchase shares of Stock granted pursuant to Section 4.

“Performance Share Award” means any Award granted pursuant to Section 9.

“Restricted Stock Award” means any Award granted pursuant to Section 7.

“Stock” means the common stock, par value \$.01 per share, of the Company, subject to adjustments pursuant to Section 11.

“Stock Appreciation Right” or “SAR” means any Award granted pursuant to Section 5.

“Stock Award” means any award granted pursuant to Section 8.

“Subsidiary” means any corporation or other entity (other than the Company) in any unbroken chain of corporations or other entities, beginning with the Company, if each of the corporations or entities (other than the last corporation or entity in the unbroken chain) owns stock or other interests possessing 50% or more of the economic interest or the total combined voting power of all classes of stock or other interests in one of the other corporations or entities in the chain.

Section 2. Administration. The Plan shall be administered by the full Board or a committee of such Board comprised of two or more individuals who are “Non-Employee Directors” within the meaning of Rule 16b-3(a)(3) promulgated under the Act (the “Plan Administrator”). Subject to the provisions of the Plan, the Plan Administrator is authorized to:

- (a) construe the Plan and any Award under the Plan;
- (b) select eligible Employees of the Company and its Subsidiaries to whom Awards may be granted;
- (c) determine the number of shares of Stock to be covered by any Award;
- (d) determine and modify from time to time the terms and conditions, including restrictions, of any Award and to approve the form of written instrument evidencing Awards;
- (e) accelerate at any time the exercisability or vesting of all or any portion of any Award and/or to include provisions in Awards providing for such acceleration; and
- (f) impose limitations on Awards, including limitations on transfer and repurchase provisions.

The determination of the Plan Administrator on any such matters shall be conclusive; provided, however, that any Awards granted under this Plan shall be approved by either (i) the Committee; or (ii) a majority of the Directors serving on the Board that are “independent directors” under the independence criteria for Directors established by the NYSE American and the independence criteria adopted by the Board.

Notwithstanding anything in the Plan to the contrary, the Plan shall be administered in a manner so that all Awards under the Plan qualify as employment inducement awards under NYSE American LLC Company Guide Rule 711(a).

Section 3. Shares Subject to the Plan. The number of shares of Stock which may be issued pursuant to the Plan shall be 1,500,000 shares, subject to adjustment as provided in Section 11. The shares of Stock underlying any Awards which are forfeited, canceled, reacquired by the Company, satisfied without the issuance of Stock or otherwise terminated (other than by exercise) shall be added back to the number of shares of Stock available for issuance under the Plan. To the extent that an SAR is granted in conjunction with an Option, the shares covered by such SAR and Option shall be counted only once. Stock to be issued under the Plan may be either authorized and unissued shares or shares held in treasury by the Company.

Section 4. Stock Options. Options granted pursuant to the Plan shall be Non-Qualified Stock Options. The Plan Administrator shall determine whether, and to what extent, Options shall be granted under the Plan.

Section 5. Stock Appreciation Rights. The Plan Administrator may, from time to time, subject to the provisions of the Plan, grant SARs to eligible participants. Such SARs may be granted (i) alone, or (ii) simultaneously with the grant of an Option and in conjunction therewith or in the alternative thereto.

- (a) An SAR shall entitle the holder upon exercise thereof to receive from the Company, upon a written request filed with the Secretary of the Company at its principal offices (the “Request”), (i) a number of shares of Stock, (ii) an amount of cash, or (iii) any combination of shares of Stock and cash, as specified in the Request (but subject to the approval of the Plan Administrator in its sole discretion, at any time up to and including the time of payment (but not later than sixty (60) days after the date of exercise), as to the making of any cash payment), having an aggregate Fair Market Value equal to the product of (i) the excess of the Fair Market Value, on the day of such Request, of one share of Stock over the exercise price per share specified in such SAR or its related Option, multiplied by (ii) the number of shares of Stock for which such SAR shall be exercised.
- (b) The exercise price of an SAR granted alone shall be determined by the Plan Administrator, but subject to adjustment as provided in Section 11 of this Plan, may not be less than the Fair Market Value of the underlying Stock on the date of grant. An SAR granted simultaneously with the grant of an Option and in conjunction therewith or in the alternative thereto shall have the same exercise price as the related Option, shall be transferable only upon the same terms and conditions as the related Option, and shall be exercisable only to the same extent as the related Option; provided, however, that an SAR, by its terms, shall be exercisable only when the Fair Market Value of the Stock subject to the SAR and related Option exceeds the exercise price thereof.

- (c) Upon exercise of an SAR granted simultaneously with an Option and in the alternative thereto, the number of shares of Stock for which the related Option shall be exercisable shall be reduced by the number of shares of Stock for which the SAR shall have been exercised. The number of shares of Stock for which an SAR shall be exercisable shall be reduced upon any exercise of a related Option by the number of shares of Stock for which such Option shall have been exercised.
- (d) Any SAR shall be exercisable upon such additional terms and conditions as may be prescribed by the Plan Administrator.

Section 6. Terms of Options and SARs. Each Option or SAR granted under the Plan shall be evidenced by an agreement between the Company and the person to whom such Option or SAR is granted and shall be subject to the following terms and conditions:

- (a) Subject to adjustment as provided in Section 11 of this Plan, the price at which each share covered by an Option may be purchased shall not be less than the Fair Market Value of the underlying Stock at the time the Option is granted. The purchase price of any Option may not be reduced after grant, whether through amendment, cancellation, replacement or otherwise.
- (b) Neither an Option nor an SAR shall be transferable by the participant otherwise than by will or by the laws of descent and distribution or pursuant to a domestic relations order. After the death of the participant, the Option or SAR may be transferred to the Company upon such terms and conditions, if any, as the Plan Administrator and the personal representative or other person entitled to exercise the Option or SAR may agree within the period specified in subsection 6(c)(ii) hereof. All Options and SARs shall be exercisable during the lifetime of the participant only by the participant.
- (c) An Option or SAR may be exercised in whole at any time, or in part from time to time, within such period or periods as may be determined by the Plan Administrator and set forth in the agreement (such period or periods being hereinafter referred to as the "Option Period"), provided that, unless the agreement provides otherwise:
 - (i) If a participant who is an employee of the Company shall cease to be employed by the Company, all Options and SARs to which the employee is then entitled to exercise may be exercised only within three months after the termination of employment and within the Option Period or, if such termination was due to disability or retirement (as hereinafter defined), within one year after termination of employment and within the Option Period. Notwithstanding the foregoing, in the event that any termination of employment shall be for Cause (as defined herein) or the participant becomes an officer or director of, a consultant to or employed by a

Competing Business (as defined herein), during the Option Period, then any and all Options and SARs held by such participant shall forthwith terminate. For purposes of the Plan, retirement shall mean the termination of employment with the Company, other than for Cause, at any time after the participant's attainment of age 65, and a participant's "Disability" shall be determined within the meaning of Section 422(c)(6) of the Code.

For purposes of this Plan, the term "Cause" shall mean (a) with respect to an individual who is party to a written agreement with the Company which contains a definition of "cause" or "for cause" or words of similar import for purposes of termination of employment thereunder by the Company, "cause" or "for cause" as defined in such agreement, and (b) in all other cases (i) the willful commission by an employee of a criminal or other act that causes substantial economic damage to the Company or substantial injury to the business reputation of the Company, (ii) the commission of an act of fraud in the performance of such person's duties to or on behalf of the Company, or (iii) the continuing willful failure of a person to perform the duties of such person to the Company (other than a failure to perform duties resulting from such person's incapacity due to illness) after written notice thereof (specifying the particulars thereof in reasonable detail) and a reasonable opportunity to cure such failure are given to the person by the Board or the Plan Administrator. For purposes of the Plan, no act, or failure to act, on the part of any person shall be considered "willful" unless done or omitted to be done by the person other than in good faith and without reasonable belief that the person's action or omission was in the best interest of the Company.

For purposes of this Plan, the term "Competing Business" shall mean: any person, corporation or other entity engaged in the business of (a) information technology staffing and consulting services, or (b) selling or attempting to sell any product or service which is the same as or similar to products or services sold by the Company within the last year prior to termination of such person's employment, hereunder;

- (ii) If the participant shall die during the Option Period, any Options or SARs then exercisable may be exercised only within one year after the participant's death and within the Option Period and only by the participant's personal representative or persons entitled thereto under the participant's will or the laws of descent and distribution; and
- (iii) The Option or SAR may not be exercised for more shares (subject to adjustment as provided in Section 11) after the termination of the participant's employment or the participant's death, as the case may be, than the participant was entitled to purchase thereunder at the time of the termination of the participant's employment or the participant's death.

- (d) The Option exercise price of each share purchased pursuant to an Option shall be paid in full at the time of each exercise (the “Payment Date”) of the Option (i) in cash, (ii) by delivering to the Company a notice of exercise with an irrevocable direction to a broker-dealer registered under the Act to sell a sufficient portion of the shares and deliver the sale proceeds directly to the Company to pay the exercise price, (iii) in the discretion of the Plan Administrator, through the delivery or certification to the Company of previously-owned shares of Stock having an aggregate Fair Market Value equal to the Option exercise price of the shares being purchased pursuant to the exercise of the Option, (iv) in the discretion of the Plan Administrator, through an election to have shares of Stock otherwise issuable to the optionee withheld to pay the exercise price of such Option, or (v) in the discretion of the Plan Administrator, through any combination of the payment procedures set forth in subsections (i)-(iv) of this Section 6(d). Notwithstanding any procedure of the broker or other agent-sponsored exercise or financing program, if the Option price is paid in cash, the exercise of the Option shall not be deemed to occur and no shares of Stock will be issued until the Company has received full payment in cash (including check, bank draft or money order) for the Option price from the broker or other agent.
- (e) The Plan Administrator, in its discretion, may authorize “stock retention Options” which provide, upon the exercise of an Option previously granted under this Plan (a “prior Option”), using previously owned shares, for the automatic issuance of a new Option under this Plan with an exercise price equal to the current Fair Market Value and for up to the number of shares equal to the number of previously-owned shares delivered in payment of the exercise price of the prior Option. Such stock retention Option shall have the same Option Period as the prior Option.
- (f) Nothing contained in the Plan nor in any Award agreement shall confer upon any participant any right with respect to the continuance of employment by, or performance of services for, the Company nor interfere in any way with the right of the Company to terminate such participant’s employment or performance of services or change such participant’s compensation at any time.
- (g) The Plan Administrator may include such other terms and conditions not inconsistent with the foregoing as the Plan Administrator shall approve. Without limiting the generality of the foregoing sentence, the Plan Administrator shall be authorized to determine that Options or SARs shall be exercisable in one or more installments during the term of the Option, subject to the attainment of performance goals and objectives and the right to exercise may be cumulative as determined by the Plan Administrator.
- (h) If a grantee of an Option or SAR engages in the operation or management of a business (whether as owner, partner, officer, director, employee or otherwise and whether during or after termination of employment) which is in competition with the Company or any of its Subsidiaries, the Plan Administrator may immediately terminate all outstanding Options and SARs of the participant.

Section 7. Restricted Stock Awards.

- (a) The Plan Administrator may grant Restricted Stock Awards to any eligible employee of the Company and its Subsidiaries. A Restricted Stock Award entitles the recipient to acquire shares of Stock subject to such restrictions and conditions as the Plan Administrator may determine at the time of grant (“Restricted Stock”). Conditions may be based on continuing employment (or other business relationship) and/or achievement of pre-established performance goals and objectives.
- (b) A participant holding unvested Restricted Stock shall not have any of the rights of a shareholder with respect to such unvested Restricted Stock, including, but not limited to the right to vote and receive dividends with respect thereto, until such Stock vests in accordance with the terms of the Restricted Stock Award under which such Stock was granted. The Plan Administrator may, in its sole discretion, decide to issue stock certificates evidencing the Restricted Stock at the time of grant, after the time of grant, or at the time when the restrictions lapse.
- (c) The Plan Administrator at the time of grant shall specify the date or dates and/or the attainment of pre-established performance goals, objectives and other conditions on which Restricted Stock shall become vested, subject to such further rights of the Company or its assigns as may be specified in the instrument evidencing the Restricted Stock Award.
- (d) Unvested Restricted Stock may not be sold, assigned, transferred, pledged or otherwise encumbered or disposed of except as specifically provided herein or in the written instrument evidencing the Restricted Stock Award.
- (e) If an awardee of Restricted Stock engages in the operation or management of a business (whether as owner, partner, officer, director, employee or otherwise and whether during or after termination of employment) which is in competition with the Company or any of its Subsidiaries, the Plan Administrator may immediately declare forfeited all shares of Restricted Stock held by the participant as to which the restrictions have not yet lapsed.

Section 8. Stock Awards. The Plan Administrator may, in its sole discretion, grant (or sell at a purchase price determined by the Plan Administrator) a Stock Award to any eligible employee of the Company or its Subsidiaries, pursuant to which such individual may receive shares of Stock free of any vesting restrictions under the Plan. Stock Awards may be granted or sold as described in the preceding sentence in respect of past services or other valid consideration, or in lieu of any cash compensation due to such individual; provided, however, that any purchase rights may not be granted at less than the Fair Market Value of the underlying shares on the date of grant.

Section 9. Performance Share Awards. A Performance Share Award is an Award entitling the recipient to acquire shares of Stock upon the attainment of specified performance goals (the “Performance Goals”). The Plan Administrator may make Performance Share Awards independent of or in connection with the granting of any other Award under the Plan. Performance

Share Awards may be granted under the Plan to any eligible employee of the Company or its Subsidiaries, including those who qualify for awards under other performance plans of the Company. The Plan Administrator, in its sole discretion, shall determine whether and to whom Performance Share Awards shall be made, the Performance Goals applicable under each such Award, the periods during which performance is to be measured (the "Performance Period"), and all other limitations and conditions applicable to the awarded Performance Shares.

- (a) Terms of Performance Awards. At the time a Performance Share Award is granted, the Plan Administrator shall cause to be set forth in the Award agreement or otherwise in writing (1) the Performance Goals applicable to the Award and the Performance Period during which the achievement of the Performance Goals shall be measured, (2) the amount which may be earned by the participant based on the achievement, or the level of achievement, of the Performance Goals or the formula by which such amount shall be determined, and (3) such other terms and conditions applicable to the Award as the Plan Administrator may, in its discretion, determine to include therein. The terms so established by the Plan Administrator shall be objective such that a third party having knowledge of the relevant facts could determine whether or not any Performance Goal has been achieved, or the extent of such achievement, and the amount, if any, which has been earned by the participant based on such performance. The Plan Administrator may retain the discretion to reduce (but not to increase) the amount of a Performance Share Award which will be earned based on the achievement of Performance Goals. When the Performance Goals are established, the Plan Administrator shall also specify the manner in which the level of achievement of such Performance Goals shall be calculated and the weighting assigned to such Performance Goals. The Plan Administrator may determine that unusual items or certain specified events or occurrences, including changes in accounting standards or tax laws and the effects of extraordinary items as defined by generally accepted accounting principles, shall be excluded from the calculation.
- (b) Performance Goals. Performance Goals shall mean one or more preestablished, objective measures of performance during a specified Performance Period, selected by the Plan Administrator in its discretion. Performance Goals may be based upon one or more of the following objective performance measures and expressed in either, or a combination of, absolute or relative values: earnings per share, earnings per share growth, net income, net income growth, revenue growth, revenues, expenses, return on equity, return on total capital, return on assets, earnings (including EBITDA and EBIT), cash flow, operating cash flow, share price, economic value added, gross margin, operating income, market capitalization targets, stock price, market share or total shareholder return. Performance Goals based on such performance measures may be based either on the performance of the Company, a Subsidiary or Subsidiaries, any branch, department, business unit or other portion thereof under such measure for the Performance Period and/or upon a comparison of such performance with the performance of a peer group of corporations, prior Performance Periods or other measure selected or defined by the Plan Administrator at the time of making a Performance Share Award. The Plan Administrator may in its discretion also determine to use other objective performance measures as Performance Goals and/or other terms and conditions.

- (c) Plan Administrator Certification. Following completion of the applicable Performance Period, and prior to any payment of a Performance Share Award to the participant, the Plan Administrator shall determine in accordance with the terms of the Performance Share Award and shall certify in writing whether the applicable Performance Goal or Goals were achieved, or the level of such achievement, and the amount, if any, earned by the participant based upon such performance. For this purpose, approved minutes of the meeting of the Plan Administrator at which certification is made shall be sufficient to satisfy the requirement of a written certification. Performance Share Awards are not intended to provide for the deferral of compensation, such that payment of Performance Share Awards shall be paid within two and one-half months following the end of the calendar year in which the Performance Period ends or such other time period if and to the extent as may be required to avoid characterization of such Awards as deferred compensation.

Section 10. Tax Withholding.

- (a) To the extent required by applicable Federal, state, local or foreign law, the participant or such participant's successor shall make arrangements satisfactory to the Company, in its discretion, for the satisfaction of any withholding tax obligations that arise in connection with an Award. The Company shall not be required to issue any shares of Stock or make any cash or other payment under the Plan until such obligations are satisfied. The Company is authorized to withhold from any Award granted or any payment due under the Plan, including from a distribution of shares of Stock, amounts of withholding taxes due with respect to an Award, its exercise or any payment thereunder, and to take such other action as the Plan Administrator may deem necessary or advisable to enable the Company and participants to satisfy obligations for the payment of such taxes. This authority shall include authority to withhold or receive shares of Stock, Awards or other property and to make cash payments in respect thereof in satisfaction of such tax obligations.
- (b) A participant who is obligated to pay the Company an amount required to be withheld under applicable tax withholding requirements may pay such amount (i) in cash, (ii) in the discretion of the Plan Administrator, through the delivery to the Company of previously-owned shares of Stock having an aggregate Fair Market Value on the date on which the amount of tax to be withheld is determined which does not exceed the amount of tax required to be withheld (based on the statutory minimum withholding rates for federal and state tax purposes, including payroll taxes), provided that the previously owned shares delivered in satisfaction of the withholding obligations must have been held by the participant for at least six months, or (iii) in the discretion of the Plan Administrator, through a combination of the procedures set forth in subsections (i) and (ii) of this Section 10(b).

- (c) A participant who is obligated to pay to the Company an amount required to be withheld under applicable tax withholding requirements in connection with either the exercise of a Non-Qualified Stock Option, or the receipt of a Restricted Stock Award, Stock Award or Performance Share Award under the Plan may, in the discretion of the Plan Administrator, elect to satisfy this withholding obligation, in whole or in part, by requesting that the Company withhold shares of stock otherwise issuable to the participant having a Fair Market Value on the date on which the amount of tax to be withheld is determined which does not exceed the amount of tax required to be withheld (based on the statutory minimum withholding rates for federal and state tax purposes, including payroll taxes); provided, however, that shares may be withheld by the Company only if such withheld shares have vested. Any fractional amount shall be paid to the Company by the participant in cash or shall be withheld from the participant's next regular paycheck.
- (d) An election by a participant to have shares of stock withheld to satisfy federal, state and local tax withholding requirements pursuant to Section 10(c) must be in writing and delivered to the Company prior to the date on which the amount of tax to be withheld is determined.

Section 11. Adjustment of Number and Price of Shares.

Any other provision of the Plan notwithstanding:

- (a) If, through, or as a result of, any reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other similar transaction, the outstanding shares of Stock are increased or decreased or are exchanged for a different number or kind of shares or other securities of the Company, or additional shares or new or different shares or other securities of the Company or other non-cash assets are distributed with respect to such shares of Stock or other securities, the Plan Administrator shall make an appropriate or proportionate adjustment in (i) the number of Stock Options, Stock Appreciation Rights and Performance Share Awards that can be granted to any one individual participant, (ii) the number and kind of shares or other securities subject to any then outstanding Awards under the Plan, (iii) the price for each share subject to any then outstanding Stock Options, Stock Appreciation Rights and other purchase rights under the Plan, without changing the aggregate exercise price (i.e., the exercise price multiplied by the number of shares) as to which such Stock Options remain exercisable, and (iv) the number of shares which may be issued under the Plan but are not then subject to Awards. The adjustment by the Plan Administrator shall be final, binding and conclusive.
- (b) If the outstanding shares of the Stock shall be changed in value by reason of any spin-off, split-off or split-up, or dividend in partial liquidation, dividend in property other than cash, or extraordinary distribution to shareholders of the Stock, (i) the Plan Administrator shall make any adjustments to any then outstanding Stock Option, Stock Appreciation Right, Restricted Stock Award, Performance Share Award or other stock Award which it determines are equitably required to prevent

dilution or enlargement of the rights of participants which would otherwise result from any such transaction, and (ii) unless otherwise determined by the Plan Administrator in its discretion, any stock, securities, cash or other property distributed with respect to any shares of Restricted Stock held in escrow or for which any shares of Restricted Stock held in escrow shall be exchanged in any such transaction shall also be held by the Company in escrow and shall be subject to the same restrictions as are applicable to the shares of Restricted Stock in respect of which such stock, securities, cash or other property was distributed or exchanged.

- (c) No adjustment or substitution provided for in this Section 11 shall require the Company to issue or to sell a fractional share under any Award agreement and the total adjustment or substitution with respect to each Award agreement shall be limited accordingly.

Section 12. Definition of Change of Control. For purposes of this Plan, “Change of Control” shall mean the occurrence of any of the following events:

- (a) The acquisition, other than from the Company, by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Act) (a “Person”) (other than the Company, a Subsidiary or any of their respective benefit plans or affiliates within the meaning of Rule 144 under the Securities Act of 1933, as amended) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Act) of 30% or more of either (i) the then outstanding shares of Stock (the “Outstanding Stock”), or (ii) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of Directors (the “Company Voting Securities”); or
- (b) Individuals who, as of the Effective Date, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board, provided that any individual becoming a Director subsequent to the Effective Date whose election or nomination for election by the Company’s shareholders was approved by a vote of at least a majority of the Directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the Directors of the Company (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Act); or
- (c) Approval by the shareholders of the Company of a reorganization, merger or consolidation or similar form of corporate transaction, involving the Company or any of its Subsidiaries (a “Business Combination”), in each case, with respect to which all or substantially all of the individuals and entities who were the respective beneficial owners of the Outstanding Stock and Company Voting Securities immediately prior to such Business Combination do not, immediately following such Business Combination, beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote

generally in the election of Directors, as the case may be, of the corporation resulting from such Business Combination in substantially the same proportion as their ownership immediately prior to such Business Combination of the Outstanding Stock and Company Voting Securities, as the case may be; or

- (d) (i) Approval by the shareholders of the Company of a complete liquidation or dissolution of the Company, or (ii) sale or other disposition of all or substantially all of the assets of the Company other than to a corporation with respect to which, following such sale or disposition, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of Directors is then owned beneficially, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Stock and Company Voting Securities immediately prior to such sale or disposition in substantially the same proportion as their ownership of the Outstanding Stock and Company Voting Securities, as the case may be, immediately prior to such sale or disposition.

Section 13. Consequences of a Change of Control.

- (a) Upon a Change of Control, (i) each outstanding Option, SAR and Performance Share Award shall be assumed by the Acquiring Company (as defined below) or parent thereof or replaced with a comparable option or right to purchase or to be awarded shares of the capital stock, or equity equivalent instrument, of the Acquiring Company or parent thereof, or other comparable rights (such as assumed and comparable options and rights, together, the "Replacement Options"), and (ii) each share of Restricted Stock shall be converted to a comparable restricted grant of capital stock, or equity equivalent instrument, of the Acquiring Corporation or parent thereof or other comparable restricted property (such as assumed and comparable, restricted grants, together, the "Replacement Restricted Stock"); provided, however, that if the Acquiring Corporation or parent thereof does not agree to grant Replacement Options and Replacement Restricted Stock, then all outstanding Options and SARs which have been granted under the Plan and which are not exercisable as of the effective date of the Change of Control shall automatically accelerate and become exercisable immediately prior to the effective date of the Change of Control, and the Performance Period with respect to all Performance Share Awards shall end on the day prior to the effective date of the Change of Control and become payable to the extent the Performance Goals were achieved, and all restrictions and conditions on any Restricted Stock or other stock Award shall lapse upon the effective date of the Change of Control. The term "Acquiring Corporation" means the surviving, continuing, successor or purchasing corporation, as the case may be. The Board may determine, in its discretion, (but shall not be obligated to do so) that in lieu of the issuance of Replacement Options, all holders of outstanding Options and SARs which are exercisable immediately prior to a Change of Control (including those that become exercisable under this Section 13(a)) will be required to surrender them in exchange for a payment by the Company, in cash or Stock as determined by the Board, of an amount equal to the

amount (if any) by which the per share value of Stock subject to unexercised Options or SARs (determined by the Board in good faith, based on the applicable price in the transaction giving rise to the Change of Control, and such other considerations as the Board deems appropriate) exceeds the exercise price of those Options or SARs (where Options and SARs are issued in tandem, such payment to be made only with respect to a single underlying share of Stock upon surrender of each tandem pair of Options and SARs), with such payment to take place as of the date of the Change of Control or such other date as the Board may prescribe.

- (b) Any Options, SARs or Performance Share Awards that are not assumed or replaced by Replacement Options, exercised or cashed out prior to or concurrent with a Change of Control will terminate effective upon the Change of Control or at such other time as the Board deems appropriate.

Section 14. Clawback. Notwithstanding any other provisions in the Plan, the Company may cancel any Award, require reimbursement of any Award by a participant, and effect any other right of recoupment of equity or other compensation provided under the Plan in accordance with the Company's Clawback Policy adopted by the Board effective as of December 1, 2023, and any other similar Company policies that may be adopted and/or modified from time to time ("Clawback Policy"). In addition, a participant may be required to repay to the Company previously paid compensation, whether provided pursuant to the Plan or an Award agreement, in accordance with the Clawback Policy. By accepting an Award, the participant is agreeing to be bound by the Clawback Policy, as in effect or as may be adopted and/or modified from time to time by the Company in its discretion (including, without limitation, to comply with applicable law or stock exchange listing requirements).

Section 15. Compliance with Section 409A of the Code.

- (a) The Awards and the agreements evidencing the Awards are intended to be structured in a manner to avoid the imposition of any penalty taxes under Section 409A of the Code, and the Plan and the Award agreements shall be interpreted and construed in a manner that establishes an exemption from (or compliance with) the requirements of Section 409A of the Code. Any terms or provisions of the Plan or any Award agreement that are undefined or ambiguous shall be interpreted in a manner that makes Award in question exempt from, or compliant with, Section 409A of the Code. Notwithstanding the foregoing, in no event shall the Company or any Subsidiary or other affiliate of the Company, or any member of the Board or any person acting on behalf of the Company or any subsidiary or other affiliate of the Company or on behalf of the Board, have any liability to any participant or any other Person for any failure to comply with Section 409A of the Code.
- (b) Notwithstanding any provisions of the Plan or any applicable Award Agreement to the contrary, no payment shall be made with respect to any Award, or portion of any Award, that is subject to Section 409A of the Code to a "specified employee" (as such term is defined for purposes of Section 409A of the Code) prior to the first date that is at least six (6) months after the employee's separation of service to the extent such six-month delay in payment is required to comply with Section 409A

of the Code. To the extent required to comply with Section 409A of the Code, a termination of employment shall not be deemed to have occurred for purposes of any payment or distribution upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Section 409A of the Code and accordingly, a reference to termination of employment, termination of service or like terms shall mean a "separation from service" as the context may require.

Section 16. Amendment and Discontinuance. The Committee may alter, amend, suspend or discontinue the Plan, provided that no such action shall deprive any person without such person's consent of any rights theretofore granted pursuant hereto; provided, further, that no amendment of the Plan shall be made without shareholder approval if shareholder approval of the amendment is at the time required by the rules of any stock exchange on which the Stock may be listed.

Section 17. Compliance with Governmental Regulations. Notwithstanding any provision of the Plan or the terms of any agreement entered into pursuant to the Plan, the Company shall not be required to issue any shares hereunder prior to registration of the shares subject to the Plan under the Securities Act of 1933 or the Act, if such registration shall be necessary, or before compliance by the Company or any participant with any other provisions of either of those acts or of regulations or rulings of the Securities and Exchange Commission thereunder, or before compliance with other federal and state laws and regulations and rulings thereunder, including the rules of any applicable exchange or of the NYSE American. The Company shall use its best efforts to effect such registrations and to comply with such laws, regulations and rulings forthwith upon advice by its counsel that any such registration or compliance is necessary.

Section 18. Compliance with Section 16. With respect to persons subject to Section 16 of the Act by reason of their service with the Company or its Subsidiaries, transactions under this Plan are intended to comply with all applicable conditions of Rule 16b-3 (or any successor rule) and shall be construed to the fullest extent possible in a manner consistent with this intent.

To the extent that any Award fails to so comply, it shall be deemed to be modified to the extent permitted by law and to the extent deemed advisable by the Plan Administrator in order to comply with Rule 16b-3.

Section 19. Participation by Foreign Nationals. The Plan Administrator may, in order to fulfill the purposes of the Plan and without amending the Plan, determine the terms and conditions applicable to Awards to foreign nationals or United States citizens employed abroad in a manner otherwise inconsistent with the Plan if it deems such terms and conditions necessary in order to recognize differences in local law or regulations, tax policies or customs.

Section 20. Effective Date; Termination of Plan. The Plan shall take effect as of the Effective Date. The Plan shall terminate on the 10th anniversary of the Effective Date and no Awards may be granted under the Plan after such date, subject to earlier termination by the Committee. Termination of the Plan shall not affect previous Awards granted under the Plan.

Mastech Digital Names Nirav Patel as President and Chief Executive Officer and Member of the Board

12/16/2024

Nirav Patel will join Mastech Digital on January 6, 2025. Vivek Gupta to Step Down as President and CEO and Director of the Board After 9 Years of Leadership.

PITTSBURGH, PA – December 16, 2024 – Mastech Digital, Inc. (NYSE American: MHH), a leading provider of Digital Transformation Services, today announced that Nirav Patel has been appointed as President and Chief Executive Officer and member of the company’s Board of Directors, effective January 6, 2025. Patel succeeds Vivek Gupta, who is stepping down after leading the company since 2016.

Nirav Patel’s Appointment as President and CEO

Nirav Patel brings over 20 years of experience as a seasoned technology executive with a proven track record of scaling multibillion-dollar businesses. Most recently, Patel served as President and CEO of Bristlecone, a Mahindra Group company specializing in digital supply chain transformation. During his tenure, Patel transformed Bristlecone into the industry’s largest pure-play supply chain services provider, driving significant growth, expanding its global workforce to over 3,000 associates, and leveraging data and AI to deliver innovative solutions.

Patel has held several prominent leadership roles throughout his career. Before serving as President and CEO of Bristlecone, Patel was Senior Vice President and Global Markets Leader at Cognizant, where he scaled the Communications, Media, and Technology business to over \$2 billion in annual revenue. Patel holds a bachelor’s degree in computer science from BIST, Madras University, and is an alumnus of Harvard Business School’s Advanced Management Program.

The Board of Directors expressed its enthusiasm about Patel’s appointment.

“We are thrilled to welcome Nirav to Mastech Digital,” said Sunil Wadhvani and Ashok Trivedi, Co-Chairmen of Mastech Digital’s Board of Directors. “Nirav is a highly accomplished leader with extensive experience in technology services and a strong track record of driving growth and innovation. His expertise in data and AI-driven transformation aligns perfectly with our strategic priorities. We are confident that Nirav will help Mastech Digital attain a leadership position in the growing AI, data and digital engineering segments of the technology market and enhance shareholder value.”

Patel expressed his excitement to join Mastech Digital, stating:

“I am deeply honored to join Mastech Digital as its President and Chief Executive Officer and Board Member. The company has built a strong foundation with its talented

employees, loyal customers, and trusted partners. With the global demand for technology talent and digital transformation services accelerating rapidly, Mastech Digital is uniquely positioned to lead in this evolving market. I look forward to collaborating with the team to transform the company into a full-scale, Data and AI-led technology services leader, creating exceptional value for our clients, partners, and shareholders.”

Vivek Gupta steps down after 9 years of leadership

Vivek Gupta has been instrumental in leading Mastech Digital’s transformation from a pure-play IT staffing company to a robust technology-focused solutions organization. Under Gupta’s leadership, the company expanded into the digital transformation space with the acquisition of InfoTrellis, Inc.’s services business, enhanced the quality of revenues and significantly improved the Company’s gross margin profile. Gupta leaves behind a strong foundation with an accelerating growth trajectory for the company’s next chapter of shareholder value creation.

“On behalf of the Board and the entire Mastech Digital team, we want to thank Vivek for his leadership and the immense value of all the contributions he has brought during his long tenure with the company,” said Sunil Wadhvani and Ashok Trivedi, Co-Chairmen of the Board of Directors. “We wish him the very best in his future endeavors.”

“It has been a fun ride at Mastech Digital wherein I have enjoyed every minute of my nine years at the helm. The company has delivered excellent results in the last many quarters, and I am confident that the positive momentum will continue for the foreseeable future,” said Vivek Gupta.

Vivek’s last day with Mastech Digital will be February 28, 2025, which coincidentally is his 9th work anniversary with the Company.

About Mastech Digital

Mastech Digital, Inc. (NYSE American: MHH) is a leading provider of Digital Transformation Services. The company specializes in delivering high-quality technology talent and innovative solutions that help businesses drive digital transformation and harness the power of data and analytics. Mastech Digital operates globally, with headquarters in Pittsburgh, PA, and delivery centers in North America and India.

For more information, visit www.mastechdigital.com.

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. 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 extent to which the Company's business is adversely affected by the impacts of the COVID-19 pandemic or any other pandemics or outbreaks disrupting 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, 2023.

Mastech Digital Contact: