

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-3

**REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

STARTEK, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

84-1370538
(I.R.S. Employer
Identification No.)

**Carrara Place
4th Floor Suite 485
6200 South Syracuse Way
Greenwood Village, Colorado 80111
(303) 262-4500**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

**Lance Rosenzweig
President and Global CEO
StarTek Inc.
Carrara Place
4th Floor Suite 485
6200 South Syracuse Way
Greenwood Village, Colorado 80111
(303) 262-4500**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copy to:

Jeffrey R. Kesselman, Esq.
Sherman & Howard L.L.C.
633 Seventeenth Street, Suite 3000
Denver, Colorado 80202
(303) 297-2900

Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this Registration Statement.

If the only securities being registered on this form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this form are being offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company", and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

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 7(a)(2)(B) of Securities Act.

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered(1)	Proposed maximum offering price per unit (1)	Proposed maximum aggregate offering price (2)	Amount of registration fee (3)
Common Stock (4)	—	—	—	—
Warrants (5)	—	—	—	—
Rights (6)	—	—	—	—
TOTAL	\$ 100,000,000	100%	\$ 100,000,000	\$ 12,120

(1) Pursuant to General instruction II(D) of Form S-3, such indeterminate number of shares of common stock, warrants and rights not to exceed \$100,000,000 maximum aggregate offering price exclusive of accrued dividends, if any. The proposed maximum offering price per class of security will be determined from time to time in connection with the issuance of the securities registered hereunder.

(2) Estimated solely for purposes of computing the registration fee and exclusive of accrued dividends, if any.

(3) The registration fee has been calculated in accordance with Rule 457(o) under the Securities Act.

- (4) Such indeterminate number of shares of common stock as may, from time to time, be issued (i) at indeterminate prices or (ii) upon conversion or exchange of securities registered hereunder, to the extent any such securities are, by their terms, convertible or exchangeable for common stock.
- (5) Warrants may be sold separately or together with common stock. Includes an indeterminate number of shares of common stock to be issuable upon the exercise of warrants for such securities.
- (6) Rights may be sold separately or together with common stock. Includes an indeterminate number of shares of common stock to be issuable upon the exercise of rights for such securities.

The registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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The information in this prospectus is not complete and may be changed. We may not sell these securities until the Registration Statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

Subject to Completion July 15, 2019

PRELIMINARY PROSPECTUS

\$100,000,000



**StarTek, Inc.
Common Stock
Warrants
Rights**

We may offer from time to time common stock, warrants and rights. This prospectus describes the general terms of these securities and the general manner in which we will offer the securities. The aggregate initial offering price of all securities we sell under this prospectus will not exceed \$100,000,000.

The specific terms of any securities we offer will be included in a supplement to this prospectus. The prospectus supplement will also describe the specific manner in which we will offer the securities.

Our common stock is traded on the New York Stock Exchange under the symbol "SRT." On July 11, 2019, the last reported sale price on the New York Stock Exchange for our common stock was \$7.14 per share.

You should read this prospectus and any prospectus supplement carefully before you purchase any of our securities.

For a discussion of certain factors that should be considered before investing in our securities, you should carefully review "Risk Factors" beginning on page 4 and in the documents we file with the Securities and Exchange Commission that are incorporated by reference.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. It is a crime to make any representation to the contrary.

We may sell securities directly to you, through agents we select, or through underwriters and dealers we select. If we use agents, underwriters or dealers to sell the securities, we will name them and describe their compensation in a prospectus supplement. Our net proceeds from securities sales will be the initial public offering price minus any applicable underwriter's discount, agent's commission, and other offering expenses.

The date of this prospectus is _____, 2019

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STARTEK, INC.

References in this prospectus to “StarTek,” “we,” “us” or “our” refer to StarTek, Inc. and its direct and indirect subsidiaries, unless the context otherwise requires.

General

StarTek is a global business process outsourcing company that provides omnichannel customer interactions, technology back-office support solutions for some of the world’s most iconic brands in a variety of vertical markets. Operating under the Startek and Aegis brands, we help these large global companies connect emotionally with their customers, solve issues, and improve net promoter scores and other customer-facing performance metrics. Through consulting and analytics services, technology-led innovation, and engagement solutions powered by the science of dialogue, we deliver personalized experiences between our clients and their customers across every interaction channel and phase of the customer journey. Our solutions are supported by over 47,500 employees, delivering services from 58 locations in 13 countries on five continents. Each day, our customer experience experts work together to deliver customer experiences that are personal, meaningful, and true to our clients’ brand.

Our executive offices are located at Carrara Place, 4th Floor Suite 485, 6200 South Syracuse Way, Greenwood Village, Colorado 80111, and our telephone number is (303) 262-4500.

Recent Developments

For recent developments regarding StarTek, we refer you to our most recent and future filings under the Securities Exchange Act of 1934, as amended, or the Exchange Act, and any prospectus supplements.

You should read the entire prospectus and the documents incorporated by reference into this prospectus, including the risk factors, financial data and related notes, before making an investment decision.

The Securities We May Offer

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission, or SEC, using a “shelf” registration process. Under the shelf registration process, we may sell common stock, rights and/or warrants in one or more offerings up to a total dollar amount of \$100,000,000. This prospectus provides you with a general description of the securities we may offer. Each time we sell securities, we will provide a prospectus supplement that will contain more specific information. We may also add, update, or change in the prospectus supplement any of the information

contained in this prospectus. This prospectus, together with applicable prospectus supplements, includes all material information relating to this offering. You should carefully read both this prospectus and any prospectus supplement together with the additional information described below under “Where You Can Find More Information.”

We may sell our securities to underwriters who will in turn sell the securities to the public on terms fixed at the time of sale. In addition, the securities may be sold by us directly or through dealers or agents designated from time to time. If we, directly or through agents, solicit offers to purchase the securities, we reserve the sole right to accept and, together with our agents, to reject, in whole or in part, any of those offers.

A prospectus supplement will contain the names of the underwriters, dealers or agents, if any, together with the terms of offering, the compensation of those underwriters and the net proceeds to us. Any underwriters, dealers or agents participating in the offering may be deemed “underwriters” within the meaning of the Securities Act of 1933, as amended, or the Securities Act.

Common Stock

We may sell our common stock, \$.01 par value per share. In a prospectus supplement, we will describe the aggregate number of shares offered and the offering price or prices of the shares.

Warrants

We may sell warrants to purchase our shares of common stock. In a prospectus supplement, we will inform you of the exercise price and any other specific terms of the warrants, including whether our or your obligations, if any, under any warrants may be satisfied by delivering or purchasing the underlying securities or their cash value.

Rights

We may sell rights to purchase our shares of common stock. In a prospectus supplement, we will inform you of the exercise price and any other specific terms of the rights, including whether our or your obligations, if any, under any rights may be satisfied by delivering or purchasing the underlying securities or their cash value.

**CAUTIONARY STATEMENT REGARDING
FORWARD-LOOKING STATEMENTS**

This prospectus contains or incorporates by reference forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act, including the following:

- certain statements, including possible or assumed future results of operations;
- any statements regarding the prospects for our business or any of our services;
- any statements preceded by, followed by or that include the words “may,” “will,” “should,” “seeks,” “believes,” “expects,” “anticipates,” “intends,” “continue,” “estimate,” “plans,” “future,” “targets,” “predicts,” “budgeted,” “projections,” “outlooks,” “attempts,” “is scheduled,” or similar expressions; and
- other statements regarding matters that are not historical facts.

Our business and results of operations are subject to risks and uncertainties, many of which are beyond our ability to control or predict. Because of these risks and uncertainties, actual results may differ materially from those expressed or implied by forward-looking statements, and investors are cautioned not to place undue reliance on such statements. All forward-looking statements herein speak only as of the date hereof, and we undertake no obligation to update any such forward-looking statements. Important factors that could cause actual results to differ materially from our expectations and may adversely affect our business and results of operations include but are not limited to those items set forth in “Risk Factors” appearing and incorporated by reference in this prospectus.

RISK FACTORS

Investing in our securities involves risks. Before deciding to invest in our securities, please read carefully the risks and uncertainties incorporated by reference in this prospectus or any prospectus supplement. These risks and uncertainties include those discussed in our Annual Report on [Form 10-KT](#) for the nine-month transition period ended December 31, 2018 and in our Quarterly Report on [Form 10-Q](#) for the fiscal quarter ended March 31, 2019 and which may be updated, supplemented or superseded by the risks and uncertainties described in the reports we subsequently file with the SEC. See “Where You Can Find More Information.” These risks are not the only risks that we may face. Additional risks and uncertainties that we are unaware of, or that we currently deem immaterial, may also become important factors that affect us. If any of the risks or uncertainties described in this prospectus or our SEC filings or any such additional risks and uncertainties actually occur, our business, financial condition or results of operations could be materially and adversely affected which could cause our actual operating results to differ materially from those indicated or suggested by forward-looking statements made in this prospectus or our SEC filings. In that case, the trading price of our securities could decline and you could lose all or part of your investment. Please also see “Cautionary Statement Regarding Forward-Looking Statements” above.

USE OF PROCEEDS

We currently intend to use the net proceeds from the sale of any securities under this prospectus for general corporate purposes, which may include:

- reducing or refinancing existing debt;
- financing of potential investments and acquisitions;
- capital expenditures;
- working capital;
- stock repurchases; and
- other purposes as described in any prospectus supplement.

Pending such uses, we may temporarily invest the net proceeds. Except as indicated in a prospectus supplement, allocations of the proceeds to specific purposes will not have been made at the date of that prospectus supplement.

DESCRIPTION OF CAPITAL STOCK

The authorized capital stock of the Company consists of 60,000,000 shares with \$0.01 per share par value, all of which are designated as common stock ("Common Stock"). As of July 10, 2019, there were 38,458,911 shares of Common Stock issued and outstanding.

The following description of the Company's capital stock is a summary of the material terms of such stock. It does not purport to be complete and is subject in all respects to applicable Delaware law and to the provisions of the Company's Restated Certificate of Incorporation (as amended), or the Certificate of Incorporation, and Amended and Restated Bylaws, or the Bylaws, copies of which have been filed as exhibits to the Registration Statement of which this Prospectus is a part.

Common Stock

The Board of Directors of the Company in its sole discretion may issue shares of Common Stock from the authorized and unissued shares of Common Stock. Holders of Common Stock are entitled to one vote per share on all matters to be voted upon by the stockholders, including the election of directors. The Company's Certificate of Incorporation does not provide for cumulative voting in the election of directors.

Holders of Common Stock are entitled to receive such dividends as may be declared from time to time by the Board of Directors out of funds legally available therefor. The Company does not anticipate paying any cash dividends in the foreseeable future. In the event of liquidation, dissolution or winding up of the Company, holders of Common Stock are entitled to share ratably in all assets available to holders of Common Stock.

Holders of Common Stock have no preemptive, conversion or redemption rights and are not subject to further assessments by the Company. All of the outstanding shares of Common Stock are, and any Common Stock issued and sold under this prospectus will be, validly issued, fully paid and nonassessable.

Anti-Takeover Provisions

Some provisions of Delaware law, our Certificate of Incorporation and our Bylaws may have the effect of delaying, deferring or discouraging another party from acquiring control of us.

Delaware Law

We are subject to Section 203 of the Delaware General Corporation Law, or the DGCL, which regulates, subject to some exceptions, acquisitions of Delaware corporations. In general, Section 203 prohibits us from engaging in a "business combination" with an "interested stockholder" for a period of three years following the date the person becomes an interested stockholder, unless:

- our Board of Directors approved the business combination or the transaction in which the person became an interested stockholder prior to the date the person attained this status;
- the interested stockholder owned at least 85% of the outstanding voting stock when the transaction commenced, excluding those shares held by directors, officers and employee stock ownership plans;

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- the holders of at least 66 2/3% of the outstanding voting stock which is not owned by the interested stockholder approved such business combination at or subsequent to such time the business combination is approved by our Board of Directors and authorized at an annual or special meeting of stockholders, and not by written consent; or
- the Company elects in its Certificate of Incorporation or Bylaws not to be governed by section 203 of the DGCL.

Section 203 defines a “business combination” to include, among others:

- any merger or consolidation involving us and the interested stockholder;
- any sale, lease, exchange, mortgage, pledge, transfer or other disposition to the interested stockholder of 10% or more of our assets;
- the issuance or transfer by us of any of our outstanding stock to the interested stockholder, subject to certain exceptions;
- any transaction involving us that has the effect of increasing the proportionate share of our stock owned by the interested stockholder; and
- the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges, or other financial benefits provided by or through us.

In general, Section 203 defines an “interested stockholder” as any stockholder who beneficially owns, directly or indirectly, 15% or more of the outstanding voting stock of a corporation or who is an affiliate or associate of such corporation and at any time within the three-year period prior to the time of determination of interested stockholder status did own 15% or more of the then outstanding voting stock of the corporation.

Certificate of Incorporation and Bylaw Provisions

Our Certificate of Incorporation and Bylaws provide that:

- our Board of Directors is expressly authorized to adopt, alter, amend or repeal our bylaws;
- in general, stockholders may not call special meetings of the stockholders or fill vacancies on our Board of Directors, except that a stockholder owning not less than 10% of the outstanding shares of our Common Stock may call special meetings; and
- we will indemnify officers and directors against losses that may be incurred by legal proceedings resulting from their services to us, which may include services in connection with takeover defense measures.

Transfer Agent

The Transfer Agent and Registrar for our Common Stock is Computershare Trust Company, N.A.

Listing

Our Common Stock is traded on the New York Stock Exchange under the symbol “SRT”.

DESCRIPTION OF WARRANTS

We may issue warrants for the purchase of Common Stock. Warrants may be issued separately or together with Common Stock offered by any prospectus supplement and may be attached to or separate from such Common Stock. Each series of warrants will be issued under a separate warrant agreement to be entered into between us and a bank or trust corporation, as warrant agent, all as set forth in the prospectus supplement relating to the particular issue of offered warrants. The warrant agent will act solely as our agent in connection with the warrants and will not assume any obligation or relationship of agency or trust for or with any holders of warrants or beneficial owners of warrants. Copies of the forms of warrant agreements, including the forms of warrant certificates representing the warrants, will be filed as exhibits to a document incorporated by reference in the registration statement of which this prospectus forms a part.

This section describes the general terms and provisions of the warrants offered by this prospectus. The applicable prospectus supplement will describe the specific terms of any issuance of warrants. You should read the particular terms of any warrants we offer in any prospectus supplement, together with the more detailed form of warrant agreement and the form of warrant certificate. The prospectus supplement also will state whether any of the terms summarized below do not apply to the warrants being offered.

General. The applicable prospectus supplement will describe the terms of the warrants and applicable warrant agreement, including the following, where applicable:

- the title of the warrants;
- the offering price for the warrants, if any;
- the aggregate number of warrants offered and the aggregate number of warrants outstanding as of the most practicable date;
- the designation and terms of the Common Stock, if any, purchasable upon exercise of the warrants;
- the designation and terms of the Common Stock, if any, with which the warrants are issued and the number of warrants issued with each of these securities;
- the date after which the warrants and any Common Stock, if any, issued with the warrants will be separately transferable;
- the dates on which the right to exercise the warrants begins and expires;
- the minimum or maximum amount of the warrants that may be exercised at any one time;
- whether the warrants represented by warrant certificates that may be issued upon exercise of the warrants will be issued in registered or bearer form;

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- information with respect to any book-entry procedures;
- the currency, currencies or currency units in which the offering price, if any, and the exercise price are payable;
- a discussion of certain United States federal income tax considerations;
- any anti-dilution provisions of the warrants;
- any redemption or call provisions applicable to the warrants; and
- any additional terms of the warrants, including terms, procedures and limitations relating to the exchange and exercise of the warrants.

Warrant certificates may be exchanged for new warrant certificates of different denominations, may be presented for registration of transfer, and may be exercised at the corporate trust office of the warrant agent or any other office indicated in the applicable prospectus supplement. Prior to the exercise of any warrants to purchase Common Stock, holders of such warrants will not have any rights of holders of the Common Stock purchasable upon such exercise, including the right to receive payments of dividends, if any, on the Common Stock purchasable upon such exercise or to exercise any applicable right to vote.

Exercise of Warrants. Each warrant will entitle the holder to purchase such shares of Common Stock at such exercise price as shall in each case be set forth in, or calculable from, the prospectus supplement relating to the offered warrants. After the close of business on the expiration date of the warrants (or such later date to which such expiration date may be extended by us), unexercised warrants will become void.

Warrants may be exercised by delivering to the warrant agent payment as provided in the applicable prospectus supplement of the amount required to purchase the Common Stock purchasable upon such exercise together with certain information set forth on the reverse side of the warrant certificate. Warrants will be deemed to have been exercised upon receipt of payment of the exercise price, subject to the receipt, within five business days, of the warrant certificate evidencing such warrants. Upon receipt of such payment and the warrant certificate properly completed and duly executed at the corporate trust office of the warrant agent or any other office indicated in the applicable prospectus supplement, we will, as soon as practicable, issue and deliver the Common Stock purchasable upon such exercise. If fewer than all of the warrants represented by the warrant certificate are exercised, a new warrant certificate will be issued for the remaining amount of warrants.

Amendments and Supplements to Warrant Agreements. The warrant agreements may be amended or supplemented without the consent of the holders of the warrants issued thereunder to effect changes that are not inconsistent with the provisions of the warrants and that do not adversely affect the interests of the holders of the warrants.

Warrant Adjustments. Unless otherwise indicated in the applicable prospectus supplement, the exercise price of, and the number of shares of Common Stock covered by, a stock warrant are subject to adjustment in certain events, including:

- the issuance of a stock dividend to the holders of Common Stock;

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- a combination, subdivision or reclassification of Common Stock; and
- any other event described in the applicable prospectus supplement.

In lieu of adjusting the number of shares of Common Stock purchasable upon exercise of each stock warrant, we may elect to adjust the number of stock warrants. No adjustment in the number of shares purchasable upon exercise of the stock warrants will be required until cumulative adjustments require an adjustment of at least 1% thereof. We may, at our option, reduce the exercise price at any time. No fractional shares will be issued upon exercise of stock warrants, but we will pay the cash value of any fractional shares otherwise issuable. Notwithstanding the foregoing, in case of any consolidation, merger, or sale or conveyance of the property of StarTek as an entirety or substantially as an entirety, the holder of each outstanding stock warrant shall have the right upon the exercise thereof to the kind and amount of shares of stock and other securities and property, including cash, receivable by a holder of the number of shares of Common Stock into which such stock warrants were exercisable immediately prior thereto.

Outstanding Warrants. On January 23, 2018, the Company issued a warrant to Amazon.com NV Investment Holding LLC, a wholly owned subsidiary of Amazon.com, Inc., or Amazon, pursuant to which Amazon may acquire up to 4,000,000 shares of Common Stock, subject to certain vesting events described below and adjustment in certain cases. The vesting of the Amazon warrant is linked to gross revenues of the Company and any of its affiliates from Amazon or any of its affiliates in connection with certain commercial arrangements. The Amazon warrant shares will vest based on Amazon's payment of up to \$600 million to the Company and any of its affiliates in connection with Amazon's and/or any of its affiliates' purchase of services from the Company or any of its affiliates. The Amazon warrant has an exercise price of \$9.96 per share and is exercisable through January 23, 2026. The exercise price and the Amazon warrant shares issuable upon exercise of the Amazon Warrant are subject to customary anti-dilution adjustments. On May 17, 2019, the Company issued and sold 692,520 shares of Common Stock to certain investors at a price per share of \$7.48. As a result of such transaction, the exercise price of the Amazon warrant was adjusted to \$9.953 and the number of shares of Common Stock subject to the warrant was adjusted to 4,002,964.16.

DESCRIPTION OF RIGHTS

We may issue rights for the purchase of Common Stock. Rights may be issued separately or together with Common Stock offered by any prospectus supplement and may be attached to or separate from such Common Stock. The following briefly summarizes the general provisions of rights to purchase additional shares of our Common Stock, which we may issue. The specific terms of any rights, including the period during which the rights may be exercised, the manner of exercising such rights, and the transferability of rights, will be disclosed in the applicable prospectus supplement. The prospectus supplement also will state whether any of the terms summarized below do not apply to the rights being offered.

General. We may distribute rights, which may or may not be transferable, to the holders of our Common Stock as of a record date set by our Board of Directors, at no cost to such holders. Each holder will be given the right to purchase a specified number of whole shares of our Common Stock for every share of our Common Stock that the holder thereof owned on such record date, as set forth in the applicable prospectus supplement. No fractional rights or rights to purchase fractional shares will be distributed in any rights offering. The rights will be evidenced by rights certificates, which may be in definitive or book-entry form. Each right will entitle the holder to purchase shares of our Common Stock at a rate and price per share to be established by our Board of Directors, as set forth in the applicable prospectus supplement. If holders of rights wish to exercise their rights, they must do so before the expiration date of the rights offering, as set forth in the applicable prospectus supplement. Upon the expiration date, the rights will expire and will no longer be exercisable, unless, in our sole discretion prior to the expiration date, we extend the rights offering.

Exercise Price. Our Board of Directors will determine the exercise price or prices for the rights based upon a number of factors, including, without limitation, our business prospects; our capital requirements; the price or prices at which an underwriter or standby purchasers may be willing to purchase shares that remain unsold in the rights offering; and general conditions in the securities markets, especially for securities of business process outsourcing companies. The subscription price may or may not reflect the actual or long-term fair value of the Common Stock offered in the rights offering. We provide no assurances as to the market values or liquidity of any rights issued, or as to whether or not the market prices of the Common Stock subject to the rights will be more or less than the right's exercise price during the term of the rights or after the rights expire.

Exercising Rights; Fees and Expenses. The manner of exercising rights will be set forth in the applicable prospectus supplement. Any subscription agent or escrow agent will be set forth in the applicable prospectus supplement. We will pay all fees charged by any subscription agent and escrow agent in connection with the distribution and exercise of rights. Rights holders will be responsible for paying all other commissions, fees, taxes or other expenses incurred in connection with their transfer of rights that are transferable. Neither we nor the subscription agent will pay such expenses.

Expiration of Rights. The prospectus supplement will set forth the expiration date and time ("Expiration Date") for exercising rights. If holders of subscription rights do not exercise their rights prior to such time, their rights will expire and will no longer be exercisable and will have no value. We will extend the Expiration Date as required by applicable law and may, in our sole discretion, extend the Expiration Date. If we elect to extend the Expiration Date, we will issue a press release announcing such extension prior to the scheduled Expiration Date.

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Withdrawal and Termination. We may withdraw the rights offering at any time prior to the Expiration Date for any reason. We may terminate the rights offering, in whole or in part, at any time before completion of the rights offering if there is any judgment, order, decree, injunction, statute, law or regulation entered, enacted, amended or held to be applicable to the rights offering that in the sole judgment of our Board of Directors would or might make the rights offering or its completion, whether in whole or in part, illegal or otherwise restrict or prohibit completion of the rights offering. We may waive any of these conditions and choose to proceed with the rights offering even if one or more of these events occur. If we terminate the rights offering, in whole or in part, all affected subscription rights will expire without value, and all subscription payments received by the subscription agent will be returned promptly without interest.

Rights of Subscribers. Holders of rights will have no rights as shareholders with respect to the shares of Common Stock for which the rights may be exercised until they have exercised their rights by payment in full of the exercise price and in the manner provided in the prospectus supplement, and such shares of common have been issued to such persons. Holders of rights will have no right to revoke their subscriptions or receive their monies back after they have completed and delivered the materials required to exercise their rights and have paid the exercise price to the subscription agent. All exercises of rights are final and cannot be revoked by the holder of rights.

Regulatory Limitations. We will not be required to issue any person or group of persons shares of our common stock pursuant to the rights offering if, in our sole opinion, such person would be required to give prior notice to or obtain prior approval from, any state or federal governmental authority to own or control such shares if, at the time the rights offering is scheduled to expire, such person has not obtained such clearance or approval in form and substance reasonably satisfactory to us.

Standby Agreements. We may enter into one or more separate agreements with one or more standby underwriters or other persons to purchase, for their own account or on our behalf, any shares of our Common Stock not subscribed for in the rights offering. The terms of any such agreements will be described in the applicable prospectus supplement.

PLAN OF DISTRIBUTION

We may sell our securities from time to time to investors directly or through agents or pursuant to underwritten public offerings, negotiated transactions, block trades or a combination of these methods.

We may sell the securities:

- through one or more underwriters or dealers;
- directly to purchasers;
- through agents; and
- through a combination of any of these methods of sale.

We may distribute the securities from time to time in one or more transactions at:

- a fixed price or prices, which may be changed;
- market prices prevailing at the time of sale;
- prices related to the prevailing market prices; or
- negotiated prices.

Underwriters, dealers or agents may receive compensation in the form of discounts, concessions or commissions from us or our purchasers as their agents in connection with the sale of the securities. These underwriters, dealers or agents may be considered to be underwriters under the Securities Act. As a result, discounts, commissions or profits on resale received by underwriters, dealers or agents may be treated as underwriting discounts and commissions. Each prospectus supplement will identify any underwriter, dealer or agent, and describe any compensation received by them from us. Any initial public offering price and any discounts or concessions allowed or reallocated or paid to dealers may be changed from time to time.

We may enter into agreements to indemnify underwriters, dealers and agents against civil liabilities, including liabilities under the Securities Act, or to contribute to payments they may be required to make in respect thereof.

We may grant underwriters who participate in the distribution of securities an option to purchase additional securities to cover over-allotments, if any, in connection with the distribution.

In connection with the offering of certain offered securities, certain persons participation in such offering may engage in transactions that stabilize, maintain or otherwise affect the market prices of such offered securities of our other securities, including stabilizing transactions, syndicate covering transactions and the imposition of penalty bids.

The underwriters, dealers or agents and their associates may engage in transactions with us, or perform services for us, in the ordinary course of business for which they receive compensation.

To the extent required, this prospectus may be amended or supplemented from time to time to describe a specific plan of distribution.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and special reports, as well as proxy statements and other information with the SEC. You may read and copy any document we file with the SEC at the SEC's Public Reference Room at 450 Fifth Street, N.W., Washington, D.C. 20549. You may obtain further information about the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. Our SEC filings are also available to the public over the Internet at the SEC's web site at <http://www.sec.gov>, which contains reports, proxy statements and other information regarding registrants like us that file electronically with the SEC.

This prospectus is part of a registration statement on Form S-3 filed by us with the SEC under the Securities Act. As permitted by SEC rules, this prospectus does not contain all of the information included in the registration statement and the accompanying exhibits filed with the SEC. You may refer to the registration statement and its exhibits for more information. Furthermore, statements contained in this prospectus concerning any document filed as an exhibit are not necessarily complete and, in each instance, we refer you to the copy of the document filed as an exhibit to the registration statement.

The SEC allows us to "incorporate by reference" into this prospectus the information we file with the SEC. This means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be part of this prospectus and information that we file with the SEC will automatically update and supersede the information in this prospectus.

The Company hereby incorporates by reference in this Registration Statement the following documents:

(a) [The Company's Annual Report on Form 10-KT for the nine-month transition period ended December 31, 2018;](#)

(b) [The Company's Quarterly Report on Form 10-Q for the three-months ended March 31, 2019;](#)

(c) The Company's Current Reports on Form 8-K (or Form 8-K/A, as the case may be), filed on [January 7, 2019](#), [March 1, 2019](#), [March 14, 2019](#), [March 22, 2019](#), [March 27, 2019](#) and [May 20, 2019](#) (other than documents or portions of those documents deemed to be furnished but not filed); and

(d) The description of the Company's common stock, par value \$0.01 per share, contained in the Registration Statement on Form 8-A filed under the Exchange Act, including any amendment or report filed for the purpose of updating such description.

In addition, all other reports and documents filed by the Company with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, subsequent to the date of this Registration Statement (except for portions of the Company's current reports furnished, as opposed to filed, on Form 8-K), and prior to the filing of a post-effective amendment that indicates that all the securities offered have been sold or that deregisters all securities then remaining unsold, shall be deemed to be incorporated herein by reference and to be a part hereof from the date of the filing of such documents with the Commission.

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Any statement contained in a document incorporated, or deemed to be incorporated, by reference in this Registration Statement shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in this Registration Statement or incorporated by reference or in any other subsequently filed document that also is or is deemed to be incorporated by reference modifies or supersedes the statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

You may obtain a copy of any of our filings that are incorporated by reference, at no cost, by writing to or telephoning us at the following address:

StarTek, Inc.
Carrara Place
4th Floor Suite 485
6200 South Syracuse Way
Greenwood Village Co 80111
Attention: Doug Tackett, Global Chief Legal and Compliance & Secretary
Telephone: (303) 262-4500

You may also access certain of the documents incorporated by reference in this prospectus through our website at www.startek.com. Except for the specific incorporated documents listed above, no information available on or through our website shall be deemed to be incorporated in this prospectus or the registration statement of which it forms a part.

You should rely only on the information provided in this prospectus or incorporated by reference. We have not authorized anyone to provide you with different information. You should not assume that the information in this prospectus is accurate as of any date other than the date on the first page of the prospectus.

LEGAL MATTERS

Sherman & Howard L.L.C. has passed upon the validity of the securities offered by this prospectus.

EXPERTS

The audited consolidated financial statements of StarTek, Inc. for the year ended March 31, 2018, which comprise of consolidated financial statements of CSP Alpha Midco Pte. Limited (Successor) for the period from November 22, 2017 to March 31, 2018 and consolidated financial statements for ESM Holdings Limited (Predecessor) for the period from April 1, 2017 to November 21, 2017 and incorporated by reference in this prospectus and elsewhere in the registration statement have been so incorporated by reference in reliance upon the reports of Grant Thornton India LLP, independent registered public accountants, upon the authority of said firm as experts in accounting and auditing.

The remaining audited consolidated financial statements incorporated in this prospectus by reference from the StarTek Inc. Annual Report on Form 10-KT have been audited by Plante & Moran PLLC, independent registered public accounting firm, as stated in its report, which is incorporated herein by reference, and has been so incorporated in reliance upon the report of such firm given its authority as experts in accounting and auditing.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution

The following is an estimate of the expenses which will be incurred by StarTek in connection with the issuance and distribution of the securities being registered.

SEC filing fee	\$	12,120
NYSE listing fee	\$	*
Printing and engraving expenses	\$	*
Legal fees and expenses	\$	*
Accounting fees and expenses	\$	*
Transfer agent fees	\$	*
Warrant agent fee	\$	*
Miscellaneous	\$	*
Total	\$	*

* To be filed by amendment or in a current report on Form 8-K.

Item 15. Indemnification of Directors and Officers

Under Section 145 of the Delaware General Corporation Law (“DGCL”), a corporation may indemnify its directors, officers, employees and agents and its former directors, officers, employees and agents and those who serve, at the corporation’s request, in such capacities with another enterprise, against expenses (including attorneys’ fees), as well as judgments, fines and settlements in nonderivative lawsuits, actually and reasonably incurred in connection with the defense of any action, suit or proceeding in which they or any of them were or are made parties or are threatened to be made parties by reason of their serving or having served in such capacity. The DGCL provides, however, that such person must have acted in good faith and in a manner such person reasonably believed to be in (or not opposed to) the best interests of the corporation and, in the case of a criminal action, such person must have had no reasonable cause to believe his or her conduct was unlawful. In addition, the DGCL does not permit indemnification in an action or suit by or in the right of the corporation, where such person has been adjudged liable to the corporation, unless, and only to the extent that, a court determines that such person fairly and reasonably is entitled to indemnity for costs the court deems proper in light of liability adjudication. Indemnity is mandatory to the extent a claim, issue or matter has been successfully defended.

Article VIII of the Company’s Restated Certificate of Incorporation and Article V of the Company’s Restated Bylaws require the Company to indemnify any director or officer of the Company to the fullest extent permitted by the DGCL. Pursuant to Article V of the Company’s Restated Bylaws, the Company is required to indemnify a director or officer of the Company in connection with a proceeding (or part thereof) initiated by such director or officer only if the proceeding (or part thereof) was authorized by the Company’s board of directors, except that the Company must indemnify a director or officer of the Company against expenses incurred by such director or officer in a successful (in whole or in part) prosecution of such director’s or officer’s unpaid claim for indemnification.

Section 102(b)(7) of the DGCL permits a corporation to include in its certificate of incorporation a provision eliminating or limiting the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that such provision shall not eliminate or limit the liability of a director: (1) for any breach of the director’s duty of loyalty to the corporation or its stockholders; (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (3) under Section 174 of the DGCL (relating to unlawful payment of dividends and unlawful stock purchase and redemption); or (4) for any transaction from which the director derived an improper personal benefit.

Article VII of the Company’s Restated Certificate of Incorporation provides that, to the fullest extent that the DGCL permits the limitation or elimination of the liability of directors, a director of the Company shall not be liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director. Neither the amendment nor repeal of such Article VII will apply to or have any effect on the liability or alleged liability of any director of the Company with respect to any acts or omissions of such director occurring prior to such amendment.

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The Company has entered into indemnification agreements with all of its executive officers (and intends to enter into such agreements with all of its directors) and has purchased directors' and officers' liability insurance. The indemnification agreements may require the Company to indemnify its directors and officers against liabilities that may arise by reason of their status or service as directors or officers, to the maximum extent allowed under the Company's Restated Certificate of Incorporation, the Company's Restated Bylaws and the DGCL, as described above. These indemnification agreements may also require the Company to advance any expenses incurred by its directors or officers as a result of any proceeding against them as to which they could be indemnified.

Item 16. Exhibits

- (a) The following is a complete list of Exhibits filed as part of this Registration Statement, which are incorporated herein:

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Exhibit No.	Exhibit Description	Incorporated Herein by Reference		
		Form	Exhibit	Filing Date
1.1*	Form of Underwriting Agreement			
3.1	Restated Certificate of Incorporation of StarTek, Inc.	S-1	3.1	1/29/97
3.2	Certificate of Amendment to the Certificate of Incorporation of StarTek, Inc. filed with the Delaware Secretary of State on May 21, 1999	10-K	3.3	3/8/00
3.3	Certificate of Amendment to the Certificate of Incorporation of StarTek, Inc. filed with the Delaware Secretary of State on May 23, 2000	10-Q	3.4	8/14/00
3.4	Certificate of Amendment to the Restated Certificate of Incorporation of StarTek, Inc. filed with the Delaware Secretary of State on June 19, 2018	8-K	3.1	7/20/2018
3.5	Amended and Restated Bylaws of StarTek, Inc.	8-K	3.2	11/1/11
4.1	Specimen Common Stock Certificate	10-Q	4.2	11/6/07
4.2*	Form of Warrant Agreement (together with warrant certificate)			
4.3*	Form of Subscription Rights Agreement (including form of subscription rights certificate)			
5.1†	Opinion of Sherman & Howard L.L.C.			
23.1†	Consent of Plante & Moran PLLC			
23.2†	Consent of Grant Thornton India LLP			
23.3†	Consent of Sherman & Howard L.L.C. (included in Exhibit 5.1)			
24.1†	Power of Attorney (included on the signature page of this registration statement)			

* To be filed, if necessary, by amendment or as an exhibit to a document to be incorporated or deemed to be incorporated by reference to this Registration Statement.

† Filed herewith

Item 17. Undertakings

Item 512(a) of Regulation S-K. The undersigned registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

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- (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, however, That:

Paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:
 - (A) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in this registration statement; and
 - (B) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof. *Provided, however,* that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of this Registration Statement or made in any such document immediately prior to such effective date.
- (5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to

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be filed pursuant to Rule 424;

- (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
- (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
- (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

Item 512(b) of Regulation S-K. The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

Item 512(h) of Regulation S-K. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

Item 512(i) of Regulation S-K. The undersigned registrant hereby undertakes that:

- (i) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b) (1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.
- (ii) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Greenwood Village, State of Colorado, on July 15, 2019.

STARTEK, INC.

By: /s/ Lance Rosenzweig
Lance Rosenzweig
President and Chief Executive Officer

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Lance Rosenzweig and Ramesh Kamath or either of them (with full power to each of them to act alone), as his or her true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, for him or her and on his or her behalf to sign any and all amendments (including, without limitation, post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto and any documents required to be filed with respect therewith, with the Securities and Exchange Commission or any regulatory authority, granting unto such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith and about the premises in order to effectuate the same as fully to all intents and purposes as he or she might or could do if personally present, hereby ratifying and confirming all that such attorneys-in-fact and agents, or any of them, or his or their substitute or substitutes, may lawfully do or cause to be done.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Lance Rosenzweig</u> Lance Rosenzweig <i>Principal Executive Officer</i>	Director, President and Chief Executive Officer	July 15, 2019
<u>/s/ Ramesh Kamath</u> Ramesh Kamath <i>Principal Accounting and Financial Officer</i>	Senior Vice President, Chief Financial Officer and Treasurer	July 15, 2019

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<u>/s/ Sanjay Chakrabarty</u> Sanjay Chakrabarty	Director	July 15, 2019
<u>/s/ Bharat Rao</u> Bharat Rao	Director	July 15, 2019
<u>/s/ Albert Aboody</u> Albert Aboody	Director	July 15, 2019
<u>/s/ Aparup Sengupta</u> Aparup Sengupta	Director	July 15, 2019
<u>/s/ Mukesh Sharda</u> Mukesh Sharda	Director	July 15, 2019
<u>/s/ Julie Schoenfeld</u> Julie Schoenfeld	Director	July 15, 2019
<u>/s/ Gerald Schafer</u> Gerald Schafer	Director	July 15, 2019

SHERMAN & HOWARD

633 Seventeenth Street, Suite 3000, Denver, CO 80202-3622
Telephone: 303.297.2900 Fax: 303.298.0940 www.shermanhoward.com

July 15, 2019

StarTek, Inc.
Carrara Place
4th Floor Suite 485
6200 South Syracuse Way
Greenwood Village, Colorado 80111

Re: StarTek, Inc. Form S-3 Registration Statement

Ladies and Gentleman:

Reference is made to the registration statement on Form S-3 to be filed with the Securities and Exchange Commission (the "Commission") on or about July 15, 2019 (the "Registration Statement") by StarTek, Inc., a Delaware corporation (the "Company") under the Securities Act of 1933, as amended (the "Act"). The prospectus (the "Prospectus") that forms part of the Registration Statement provides that it will be supplemented in the future by one or more prospectus supplements (each, a "Prospectus Supplement"). The Registration Statement, including the Prospectus as supplemented from time to time by one or more Prospectus Supplements, covers the offering and issuance from time to time by the Company of up to \$100,000,000 aggregate offering price of the following:

- shares of common stock, \$0.01 par value per share, of the Company (the "Common Stock");
- warrants to purchase shares of Common Stock (the "Warrants"); and
- rights to purchase shares of Common Stock (the "Rights").

The Common Stock, the Warrants and the Rights are collectively referred to herein as the "Securities." The Securities are being registered for offering and sale from time to time pursuant

to Rule 415 under the Act. This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Act.

In connection with this opinion, we have examined originals or copies of all documents, corporate records or other writings that we consider relevant for the purposes of this opinion. In such examination, we have assumed the genuineness of all signatures on all original documents, the legal competency of each individual executing any such documents, the authenticity of all documents submitted to us as originals, and the conformity to original documents of all documents submitted to us as photocopies of originals. As to facts material to our opinions, we have relied, without independent verification, upon certificates, documents, statements and other information of the Company or representatives or officers thereof.

With respect to our opinion as to the Common Stock, we have assumed that, at the time of issuance, sale and delivery, a sufficient number of shares of Common Stock are authorized and available for issuance and that the consideration for the issuance and sale of the Common Stock is an amount that is not less than the par value of the Common Stock.

Based on the foregoing and the limitations, qualifications, exceptions and assumptions set forth herein, we are of the opinion that:

1. With respect to the Common Stock offered under the Registration Statement, provided that at the time of issuance, sale and delivery of the Common Stock: (i) the Registration Statement and any required post-effective amendment thereto have all become effective under the Act and no stop order has been issued by the SEC relating to the Registration Statement, and the Prospectus and any and all Prospectus Supplement(s) required by applicable laws, rules and regulations have been delivered and filed in compliance with and as required by such laws, rules and regulations; (ii) the Board of Directors of the Company has duly adopted in accordance with the Certificate of Incorporation and Bylaws (as such terms are defined below) and the DGCL (as defined below) final resolutions authorizing the terms of and the issuance and sale of the Common Stock as contemplated by the Registration Statement and such resolutions have not been modified or rescinded; (iii) the terms of the shares of Common Stock and the issuance and sale of the Common Stock do not violate any applicable law, are in conformity with the Company's then operative Certificate of Incorporation (the "Certificate of Incorporation"), and Bylaws (the "Bylaws"), do not result in a default under or breach of any agreement or instrument binding upon the Company and comply with any applicable requirement or restriction imposed by any court or governmental body having jurisdiction over the Company; (iv) all conditions for delivery of the Common Stock established by the authorization of the Company's Board of Directors described in clause (ii) above have been met; (v) the certificates, if any, for the Common Stock have been duly executed by the Company and countersigned by the transfer agent therefor; and (vi) the shares of Common Stock (including any certificates therefor) have been duly delivered to the purchasers thereof against payment of the agreed consideration therefor as described in the Registration Statement and in accordance with the terms of any purchase, underwriting or similar agreement, if any; then the Common Stock, when issued and sold as contemplated in the Registration Statement, the Prospectus and the related Prospectus

Supplement(s) and in accordance with any applicable duly authorized, executed and delivered purchase, underwriting or similar agreement, or upon exercise of any Rights or Warrants in accordance with their terms, will be duly authorized, validly issued, fully paid and non-assessable.

2. With respect to the Rights or Warrants offered under the Registration Statement, provided that at the time of issuance, sale and delivery of the Rights or Warrants (i) the Registration Statement and any required post-effective amendment thereto have all become effective under the Act and no stop order has been issued by the SEC relating to the Registration Statement, and the Prospectus and any and all Prospectus Supplement(s) required by applicable laws, rules and regulations have been delivered and filed in compliance with and as required by such laws, rules and regulations; (ii) the Board of Directors of the Company has duly adopted in accordance with the Certificate of Incorporation and Bylaws and the DGCL final resolutions authorizing the terms of and the issuance and sale of the Rights or Warrants, as applicable, as contemplated by the Registration Statement and such resolutions have not been modified or rescinded; (iii) the terms of the Rights or Warrants, as applicable, do not violate any applicable law, are in conformity with the Certificate of Incorporation and Bylaws, do not result in a default under or breach of any agreement or instrument binding upon the Company and comply with any applicable requirement or restriction imposed by any court or governmental body having jurisdiction over the Company; (iv) the Rights or Warrants, as applicable, are duly executed by the Company and countersigned by the warrant agent or rights agent, as applicable, all conditions for delivery of the Rights or Warrants, as applicable, established by the authorization of the Company's Board of Directors described in clause (ii) above have been met and the Rights or Warrants, as applicable, are delivered by the Company against payment therefor, as described in the Registration Statement and a Prospectus Supplement that is consistent with such authorization and in accordance with the applicable underwriting or other agreement; and (v) the conditions in the applicable warrant agreement or rights agreement, as applicable, have been satisfied; the Rights or Warrants, as applicable, will be binding obligations of the Company.

To the extent that the obligations of the Company with respect to the Securities may be dependent upon such matters, we assume for purposes of this opinion letter that the other party under the warrant agreement for any of the Warrants or under the subscription rights agreement for any of the Rights, namely, the warrant agent or the rights agent, is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; that such other party is duly qualified to engage in the activities contemplated by such warrant agreement or subscription rights agreement, as applicable; that such warrant agreement or subscription rights agreement, as applicable, has been duly authorized, executed and delivered by the other party and constitutes the legal, valid and binding obligation of the other party enforceable against the other party in accordance with its terms; that such other party is in compliance with respect to performance of its obligations under such warrant agreement or subscription rights agreement, as applicable, with all applicable laws and regulations; and that such other party has the requisite organizational and legal power and authority to perform its obligations under such warrant agreement or subscription rights agreement, as applicable.

We express no opinion as to the laws other than the General Corporation Law of the State of Delaware (including the statutory provisions thereof, all applicable provisions of the Delaware Constitution and reported judicial decisions interpreting these laws) (the "DGCL"). We express no opinion with respect to the blue sky securities laws of any state, including Delaware.

We consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are an "expert" within the meaning of the Act.

Sincerely,

/s/ Sherman & Howard L.L.C.

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in this Registration Statement of StarTek Inc. and subsidiaries on Form S-3 of our report dated March 31, 2019 on the financial statements of StarTek Inc. and subsidiaries, appearing in the Annual Report of Form 10-K of StarTek Inc. and subsidiaries for the year ended December 31, 2018 and to the reference to us under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

Plante & Moran PLLC

Denver, Colorado
July 15, 2019



Grant Thornton India LLP
16th Floor, Tower II,
Indiabulls Finance Centre,
S B Marg, Elphinstone (W)
Mumbai - 400 013
India

T +91 22 6626 2600
F +91 22 6626 2601

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our reports dated October 5, 2018 with respect to the consolidated financial statements of CSP Alpha Midco PTE. LTD, (Successor) and ESM Holdings Limited (Predecessor) included in the Transition Report on Form 10 K of StarTek, Inc. for the nine months ended December 31, 2018, which are incorporated by reference in this Registration Statement. We consent to the incorporation by reference of the aforementioned reports in this Registration Statement, and to the use of our name as it appears under the caption "Experts."

Grant Thornton India LLP



Mumbai, India
July 15, 2019

Member firm of Grant Thornton International (a)
Grant Thornton India LLP is registered with limited liability with identity number AA-707 and its registered office at L-41,
Covington Circle, New Delhi, 110001
Offices in Ahmedabad, Bengaluru, Chennai, Coimbatore, Hyderabad, Kolkata, Kochi, Mumbai, New Delhi, Noida and
Pune