

# ARATECH CONSULTING

## *Terms & Conditions*

Website Terms of Use & Client Master Service Agreement

*Governed by Indian Law & Commercial Arbitration*  
aratechcon.com | info@aratechcon.com

### HOW THIS DOCUMENT IS STRUCTURED

This document contains two distinct parts, both of which are part of Aratech Consulting's Terms & Conditions:

**Part A — Website Terms of Use:** Applies to anyone who visits aratechcon.com. Covers acceptable use, content ownership, and website disclaimers.

**Part B — Client Master Service Agreement (MSA):** Applies only to organisations and individuals who formally engage Aratech Consulting for services. This part governs the commercial relationship and is activated upon signing an Engagement Letter/NDA or Statement of Work.

*Part A is triggered by using the website.*

*Part B is triggered only when a Client signs an Engagement Letter or Statement of Work with Aratech Consulting. Simply visiting the website does not bind you to Part B.*

PART A

# Website Terms of Use

*Applies to all visitors of aratechcon.com*

These terms apply to anyone who accesses or browses the Aratech Consulting website. They are standard, lightweight, and exist to protect both you and us. No commercial obligations are created by visiting the site.

## A1 Who We Are

*About Aratech Consulting*

Aratech Consulting ("Aratech", "we", "us", or "our") is a resource augmentation and IT consulting firm registered in India, with its principal office at A-17, G-2, Rampuri, JC Bose Marg, Ghaziabad, Uttar Pradesh 201013. We operate this website at aratechcon.com.

## A2 Acceptable Use of This Website

*What You May and May Not Do on aratechcon.com*

You may browse the Aratech website, read our content, and contact us through the forms and email addresses provided. You must not:

- Copy, reproduce, republish, or distribute any content from this website without our prior written consent.
- Use automated tools to scrape, harvest, or extract data from this website.
- Attempt to gain unauthorised access to any part of this website or its underlying systems.
- Use this website to transmit any unlawful, harmful, or unsolicited communications.
- Misrepresent your identity or affiliation when contacting us through the website.

Aratech reserves the right to restrict access to the website for any user who breaches these conditions.

## A3 Content Ownership

*Intellectual Property on This Website*

All content on this website — including text, graphics, logos, service descriptions, and frameworks — is the intellectual property of Aratech Consulting and is protected by applicable Indian and international copyright law. Nothing on this website grants any licence or right to use any of Aratech's intellectual property without prior written consent.

## A4 Website Disclaimer

*No Warranty on Website Content*

The content on this website is provided for general information purposes only. While we endeavour to keep it accurate and up to date, we make no warranties — express or implied — as to the completeness, accuracy, or fitness for purpose of any information on this site.

Aratech shall not be liable for any loss or damage arising from your reliance on information published on this website, or from any temporary unavailability of the website.

## A5 Links to Third-Party Websites

### *External Links*

This website may contain links to third-party websites for convenience and reference. Aratech does not control, endorse, or accept responsibility for the content or privacy practices of any third-party sites. Visiting linked sites is at your own risk.

## A6 Governing Law — Website Terms

### *Jurisdiction for Part A*

These Website Terms of Use are governed by the laws of India. Any disputes arising from your use of this website shall be subject to the jurisdiction of the courts of India.

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*End of Part A — Website Terms of Use*

## PART B

# Client Master Service Agreement

*Applies only to organisations formally engaging Aratech Consulting for services*

This Part B is a Master Service Agreement (MSA) and applies exclusively to organisations or individuals who formally engage Aratech Consulting by signing an Engagement Letter or Statement of Work. It does not apply to general website visitors. Signing an Engagement Letter constitutes acceptance of this MSA in full.

## B1 Definitions

*Key Terms Used in This MSA*

In this Master Service Agreement, the following terms apply:

- **"Client"**: The organisation or individual that has signed an Engagement Letter or Statement of Work with Aratech Consulting.
- **"Services"**: Resource augmentation, talent placement, IT consulting, Salesforce, SAP, Analytics, Cloud, and any other professional services as defined in a Statement of Work.
- **"Candidate" / "Resource"**: An individual identified, screened, and introduced or deployed by Aratech as part of a talent augmentation engagement.
- **"Statement of Work (SOW)"**: A document agreed between Aratech and the Client defining the specific scope, deliverables, timelines, fees, and engagement model for a particular piece of work.
- **"Engagement Letter"**: A formal written agreement activating this MSA for a specific Client.
- **"Confidential Information"**: As defined in any Mutual NDA between the parties, and in Aratech's Privacy Policy.

## B2 Activation of This MSA

*When Part B Applies to You*

This MSA comes into effect when a Client signs an Engagement Letter/NDA or Statement of Work with Aratech Consulting. It does not apply to website visitors, prospects, or parties who have only received a proposal or pitch from Aratech without proceeding to a signed agreement.

Once activated, this MSA governs the entire commercial relationship between Aratech and the Client, alongside the specific terms set out in each Statement of Work. In the event of any conflict between this MSA and a Statement of Work, the Statement of Work shall take precedence for that specific engagement.

## B3 Nature of Services

*What Aratech Provides*

Aratech provides resource augmentation and IT consulting services. Clients should note:

- **Resource Augmentation**: Aratech sources, screens, and deploys pre-vetted professionals to supplement a Client's existing team. Aratech is not an employment agency and does not act as employer of record for placed Candidates unless explicitly agreed in writing.
- **IT Consulting**: Advisory, implementation, and delivery services across Salesforce, SAP, Analytics, Cloud, and related technologies. Scope and deliverables are defined in each Statement of Work.
- **Extended Workbench**: Rapid deployment of pre-assessed talent from Aratech's maintained bench. Candidate suitability for a specific role is subject to Client evaluation and acceptance.

Aratech reserves the right to determine how Services are delivered and which personnel are assigned, subject to requirements agreed in the relevant Statement of Work.

## B4 Engagement Models & Pricing

### *How We Structure Engagements*

Aratech offers the following engagement models. The specific model, pricing, and terms will be documented in each Statement of Work:

- **Staff Augmentation / Extended Workbench:** Dedicated resource deployment. The Client directs day-to-day work; Aratech manages contractual and HR obligations.
- **Managed Services:** Aratech takes full ownership of delivery and outcomes for a defined function or project.
- **Build-Operate-Transfer (BOT):** Aratech builds and operates a dedicated delivery capability for the Client, with the option to transfer ownership at the end of the agreed term.
- **Fixed Price / Project-Based:** Delivery against a defined scope at an agreed fixed price.
- **Hybrid:** A combination of the above models, tailored to the Client's requirements.

All pricing is exclusive of applicable taxes unless otherwise stated. Payment terms are specified in each Engagement Letter or Statement of Work.

## B5 No Direct Hire Clause

### *Protection of Introduced Talent — Applies to All Clients*

This clause applies to all Clients who receive candidate profiles, CVs, or talent introductions from Aratech, whether or not a formal engagement is subsequently entered into.

**Clients may not directly approach, recruit, hire, contract, or otherwise engage — on a permanent, contract, or freelance basis — any Candidate introduced by Aratech Consulting, without Aratech's prior written consent and payment of the applicable introduction fee.**

This restriction applies:

- For a period of twelve (12) months from the date of introduction of the Candidate to the Client.
- Regardless of whether the Client proceeds with the original engagement for which the Candidate was introduced.
- Whether the hire is direct, through a third-party agency, or through any affiliated entity of the Client.

In the event of a breach, the Client shall be liable to Aratech for an introduction fee equivalent to 20% of the Candidate's first-year gross remuneration in the role, or such other amount as agreed in the applicable Engagement Letter, whichever is higher.

Aratech reserves all rights and remedies available in law and equity for breach of this clause, including injunctive relief.

## B6 Intellectual Property

### *Ownership of Profiles, Methodologies & Client Materials*

- **Candidate Profiles & CVs:** All candidate profiles, CVs, assessment summaries, and talent briefs prepared by Aratech are proprietary work product. They are shared solely for evaluating a potential engagement and may not be copied, shared with third parties, or used for any other purpose without written consent.
- **Methodologies:** Aratech's screening methodology, evaluation frameworks, and the Inspect-Identify-Influence analytics framework are proprietary to Aratech. No licence to use these is granted to any Client or third party.
- **Client Materials:** Any materials provided by the Client to Aratech for an engagement remain the sole property of the Client and will not be used for any purpose beyond delivering the agreed Services.

## B7 Confidentiality

*Obligations Derived From Mutual NDA, Effective 09 January 2026*

Where a Mutual Non-Disclosure Agreement has been executed between Aratech and a Client, that NDA governs all Confidential Information exchanged. In the absence of a separate NDA, the following baseline obligations apply:

- All information exchanged in connection with a potential or active engagement shall be treated as confidential and not disclosed to any third party without prior written consent.
- These obligations survive the termination of any engagement for three (3) years.
- Neither party shall use the other's confidential information for any purpose other than the evaluation or execution of the agreed engagement.

## B8 Limitation of Liability

*Scope of Aratech's Responsibility*

- **Candidate Suitability:** Aratech conducts thorough screening but does not guarantee that any Candidate will meet the Client's specific requirements. The final decision to engage a Candidate rests solely with the Client.
- **Indirect Losses:** Aratech shall not be liable for any indirect, consequential, special, or incidental losses, including loss of profit, loss of business, or loss of data.
- **Maximum Liability:** Aratech's total liability to any Client shall not exceed the total fees paid by that Client to Aratech in the three (3) months preceding the event giving rise to the claim.

Nothing in these Terms excludes or limits Aratech's liability for fraud, wilful misconduct, or death or personal injury caused by negligence.

## B9 No Warranty

*Derived From Clause 10 of Mutual NDA, 09 January 2026*

Except as expressly agreed in a signed Statement of Work, all services and information provided by Aratech are delivered on an "AS IS" basis. No warranties — express or implied — are given, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. This applies in particular to candidate profiles and assessment outputs shared prior to a formal engagement.

## B10 Remedies for Breach

*Derived From Clause 6 of Mutual NDA, 09 January 2026*

Both parties acknowledge that monetary damages may be an insufficient remedy for breaches of the confidentiality obligations in Section B7 or the No Direct Hire clause in Section B5. In the event of such a breach, the non-breaching party shall be entitled to seek injunctive relief and specific performance, without requirement to post a bond or prove actual damage. These remedies are in addition to any other remedies available at law or in equity.

## B11 Waiver & Severability

*Derived From Clause 7 of Mutual NDA, 09 January 2026*

No failure or delay by either party in exercising any right under this MSA shall constitute a waiver of that right. If any provision of this MSA is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## B12 Governing Law — MSA

*Jurisdiction for Part B — Derived From Clause 11 of Mutual NDA*

This MSA is governed by the laws of India. Any dispute arising out of or in connection with this MSA — including any question regarding its existence, validity, or termination — shall be referred to and finally resolved by a Court of Commercial Arbitration in India. This MSA is binding upon the successors and permitted assigns of both parties.

## B13 Modifications

*Changes to This MSA*

This MSA cannot be modified in relation to any specific engagement except by written agreement signed by authorised representatives of both parties. Aratech reserves the right to update the general terms of this MSA from time to time; material changes will be communicated to active Clients directly and will not apply to engagements already in progress without mutual written consent.

*End of Part B — Client Master Service Agreement*

## Contact & Legal Notices

*All formal notices under both Part A and Part B must be submitted to the details below.*

Channel	Details
General Enquiries	info@aratechcon.com
New Business	hello@aratechcon.com
Direct Contact	shilpi@aratechcon.com
Phone	+91 9643157616
LinkedIn	linkedin.com/company/aratech-consulting
Registered Office	A-17, G-2, Rampuri, JC Bose Marg, Ghaziabad, Uttar Pradesh 201013
Other Offices	ARATECH CONSULTING INC 8 THE GREEN STE 15394 DOVER, DELAWARE, 19901, USA  D-701, Ganesh Glory 11 Jagatpur Road, Tragad. Ahmedabad
GST	09BYWPS5637J1ZB

*Part A (Website Terms) effective immediately upon visiting aratechcon.com.*

*Part B (MSA) effective upon signing an Engagement Letter or Statement of Work with Aratech Consulting.*

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