

# General Terms and Conditions for CentoPortal® ("CPGTC")

## 1. DESCRIPTION OF CENTOPORTAL®

- 1.1 Under the URL <http://www.CentoPortal.com>, CENTOGENE GmbH with its registered seat Am Strande 7, 18055 Rostock, Germany ("CENTOGENE") offers a web-based order entry portal ("CentoPortal®") providing the options to
  - track filtercard kits offered by CENTOGENE ("CentoCard®") and other biological material, typically blood, but may also be purified DNA, tissue, saliva or buccal swab stored and forwarded by the responsible physician ("Sender")
  - upload raw DNA sequencing data (each or together with biological material, a "Sample")
  - enter the respective information of a patient ("Patient") needed for the processing of Samples
  - track the process of the analysis process, and/or
  - allow the Sender to access the results of such analysis ("Report").
- 1.2 Furthermore, for industrial partners ("Pharma Partners"), CentoPortal® offers the possibility to track and monitor CentoCards delivered by CENTOGENE and their activation and use by the Sender.
- 1.3 In addition to the agreement for the delivery of CentoCards and/or the processing of Samples ("Agreement") between CENTOGENE, a PharmaPartner and/or a Sender, these CPGTC apply to Senders and PharmaPartners and each of their individual users' (each the "User" or together "Users") accessing and using CentoPortal®.

## 2. REGISTRATION AND ACCESS TO CENTOPORTAL®

- 2.1 Users need to register in order to access CentoPortal® by name, surname, email address, phone number and, if applicable, information on the institution, and to accept these CPGTC.
- 2.2 Senders need to confirm that they obtained the necessary medical qualifications and credentials (as set out in Sec 3.4) and act as the responsible physician on behalf of the Patient. CENTOGENE reserves the right to request sufficient proof of Sender's credentials and may refuse Sender's access to CentoPortal® if Sender's credentials are not provided to CENTOGENE's request and satisfaction. Unless Senders have provided the aforementioned confirmations upon request, no access to CentoPortal® will be granted.
- 2.3 The User needs to set a username and a password (each or together "Login Credentials"). After registration, Users will receive an email containing a link to confirm activation. Only when clicking the link, the User's account will be activated.
- 2.4 Future logins can be conducted by entering the Login Credentials under the URL <https://login.CentoPortal.com>. Login Credentials may not be shared by the User with any third party (including but not limited to other employees and/or staff members of the Users) and may only be used by the specific User. In case of loss of the password, User shall immediately (i) reset the password for CentoPortal® and (ii) contact CENTOGENE via email: [support@CentoPortal.com](mailto:support@CentoPortal.com) or phone: +49 (0) 381 / 80113417.
- 2.5 CENTOGENE is monitoring Users' access to and use of the CentoPortal® solely to verify compliance with these CPGTC and for security purposes. Such monitoring may include the evaluation of server logs.
- 2.6 Users of the CentoPortal® need to operate in a trusted and secure state of the art environment on their end.

## 3. CENTOPORTAL® FOR PHARMAPARTNERS

- 3.1 If a PharmaPartner is not yet registered in CentoPortal®, CENTOGENE creates a user-id ("UserID") and a password for the PharmaPartner's secured access to CentoPortal®. For new PharmaPartners, CENTOGENE sends the UserID and a password to access CentoPortal® to PharmaPartner via email.
- 3.2 CENTOGENE and PharmaPartner may agree in a separate agreement on the delivery of a certain amount of CentoCards ("Batch"). These CentoCards are delivered to PharmaPartner, whereby each Batch contains a certain project-number ("ProjectID") and each CentoCard® contains a unique identification number ("Centogene Number") and a QR code. The delivery of the Batch shall also contain a manual for the use of the CentoPortal® ("Manual"). CENTOGENE registers CentoCards from a delivered Batch with their Centogene Number under the PharmaPartner's UserID and the respective ProjectID. Further Batches can be stored later under the same or separate ProjectIDs as agreed with the PharmaPartner in each case. The entry of each CentoCard® in the CentoPortal® also shows the current status of each CentoCard®.
- 3.3 Upon receiving the Batch and the respective log-in data, PharmaPartners shall access CentoPortal® and register the respective Batch by activating the ProjectID. The status of the CentoCards in the received batch will be updated respectively.
- 3.4 PharmaPartner may then provide or distribute the CentoCards to Senders. Additionally, the PharmaPartner must identify Senders by providing their respective email addresses in CentoPortal®. Senders will then receive an invitation via email to register on CentoPortal®. PharmaPartner may only provide the CentoCards to such Senders who are (i) professionally trained medical personnel with the appropriate qualifications and credentials (MD, PhD and or MSC, CGC, CCGC (certified genetic counselor)) ("Medical Doctor") or (ii) a laboratory led and supervised by such Medical Doctor. CENTOGENE reserves the right to request sufficient proof of the respective Sender's credentials as Medical Doctor. PharmaPartner shall enter the name of the receiving Sender of each CentoCard® in the CentoPortal® together with the date of sending the respective CentoCard® to Sender.
- 3.5 PharmaPartner may thereafter monitor the status of each CentoCard® within the CentoPortal® while such CentoCard® and the Sample contained therein is being received, used, forwarded, processed, analyzed and reported by the Sender and CENTOGENE. A full monitoring of each step is only possible if the Sender registers every step undertaken by him in the CentoPortal® accordingly. The PharmaPartner can see the status of each Sample but is not able to access the Report created by CENTOGENE for a Sample and cannot gain access to any Patient's personal data.

## 4. CENTOPORTAL® FOR SENDERS

- 4.1 The Sender may either receive one or several CentoCards from a PharmaPartner or directly from CENTOGENE. The Sender may use the CentoCard® to obtain and to preserve a blood Sample of a Patient by following the procedure explained on the CentoCard® and the information material provided with the respective CentoCard®. The Sender shall then register the usage of the CentoCards within CentoPortal® by entering the CentoCard® Number or by scanning the QR code and shall enter the requested Patient information (name, date of birth, gender, family information, if applicable) and the required testing information. Afterwards, Sender shall send CentoCard® to CENTOGENE together with the necessary order and consent form (in accordance with CENTOGENE's instructions "How To Order and Ship" published on CENTOGENE's website, as amended from time to time). If the Sender registered a CentoCard® as being used for a Patient's Sample, the status of the CentoCard® will be updated in CentoPortal®. When CENTOGENE receives the CentoCard® from Sender, CENTOGENE will process the Sample in accordance with the Sender's order and instructions and update the status accordingly.
- 4.2 Preparation and submission of biological material and/or the upload of raw DNA sequencing data to be analyzed by CENTOGENE, must be done in a pre-defined manner and format as described on the "How to Order and Ship" page published on the Website under "Diagnostics" and/or in specific terms governing the respective process of this service (e.g. the CentoCloud® or CentoCard® Instructions for Use). Should the Sample or its data quality be proven to be insufficient, incomplete and/or whenever Samples are analyzed in accordance with the state-of-the-art scientific and analytical methods, CENTOGENE assumes no liability for any possible inaccuracy of the generated testing results and/or the respective Report. CENTOGENE may adjust or reject orders that contain incorrect sample types or insufficient sample quality.

- 4.3 Once CEN TOGENE completes the analysis of a Sample and finalized its Report in accordance with Sender's order and instructions, CEN TOGENE will inform the Sender that the Report is available to Sender for access and download within CentoPortal®. Sender may then login to CentoPortal® and access and download the Report. CEN TOGENE will store the Report in CentoPortal® for the Sender's user account for a certain period of time as in accordance with the contractual provisions agreed with the Sender and CEN TOGENE's General Terms and Conditions. During such period the Sender may access and download the report from CentoPortal® at any time.

## **5. WARRANTIES AND ACKNOWLEDGEMENTS; CONFIDENTIALITY**

- 5.1 CEN TOGENE provides that
- all personal data of Users and Patients shall be processed securely and protected of unauthorized access. CEN TOGENE's personnel gets access to such personal data on a need-to-know basis, such as to fulfil CEN TOGENE's obligations under the respective agreement or these CPGTC;
  - the personal data of a Patient as well as any Report provided will not be made available within CentoPortal® or any of its functions to any User or third party other than the Sender.
- 5.2 PharmaPartner guarantees, certifies and ensures that the CentoCards are solely provided to Senders with the necessary credentials as outlined under Sec. 3.4 and that Senders have provided the necessary consent of their patient to the use and storage of their name and personal data within CentoPortal® and CEN TOGENE's database to be able to provide the services.
- 5.3 Sender guarantees, certifies and ensures that
- a) that
    - he/she is qualified as a Medical Doctor and has the necessary credentials as outlined under Sec. 3.4 above;
    - he/she is the responsible physician of the respective Patient for which he/she entered the data and for which a Sample is provided; and
    - he/she has as the responsible physician is entitled to access and download the finalized Report through CentoPortal® and that no unauthorized personnel on his/her side shall gain access to his/her Login Credentials.
  - b) that the Patient signed an informed consent form as available for download within CentoPortal®, or, if the provided consent form does not suffice under local requirements, Patient's consent must contain necessarily the following points:
    - The Patient was informed about the specific purpose of the ordered test, its risks and its limitations.
    - In case of a genetic test, Patient is aware that the ordered test results will be interpreted for and explained to the Patient in an appropriate manner and that Patient will not receive the results without accompanying counseling.
    - The Patient was informed that he/she has the right to revoke his/her consent at any time.
    - The Patient gave necessary consent to the transfer, storage and use of his/her personal data (at least name and date of birth) to CEN TOGENE and respectively, vice-versa to third countries, if Sender is located outside the European Economic Area.
    - CEN TOGENE is transparently named (incl. address and contact information) as the responsible laboratory and a separate data controller regarding data protection law.
    - The Patient agreed to have the results of the ordered test, the Sample and the personal data, including health and genetic data, of the ordered test stored for up to 10 years and afterwards, is being deleted, destroyed or anonymized where applicable.
    - If Patient wants to contribute to CEN TOGENE's further research, Patient must be aware that such data and Sample may be stored for up to 20 years and may be used to enable scientific (including commercial) research, which focuses on the cause, early detection and / or treatment of rare diseases in general, as set out in the Informed Consent Form.
  - c) that he/she has the Patient's signature on file for all of the points mentioned above. Any questions from Sender or Patient may be directed at CEN TOGENE directly, including but not limited to the right to withdraw consent.

## **6. CONFIDENTIALITY**

- 6.1 Users acknowledge that it is of utmost importance to treat all data stored in CentoPortal® ("**Data**"), including but not limited to the Reports, strictly confidential. Users ensure to access and use CentoPortal® in strict compliance with the following obligations:
- a) Any Data, knowledge, or other information that Users become or have become aware of resulting from accessing and using CentoPortal® ("**Confidential Information**") must be treated strictly confidential. Users hold in strictest confidence and may not disclose Confidential Information to any third party (including but not limited to other employees and/or staff members of the Users).
  - b) Users must not make any copies of CentoPortal® (including but not limited to screenshots) and/or parts thereof or the provided Reports nor store any Confidential Information outside CentoPortal®, unless explicitly covered by the license granted to the Users under these CPGTC.
- 6.2 Users shall report any unauthorized access to CentoPortal®, and/or unauthorized disclosure of Confidential Information to CEN TOGENE via the communication channels provided via CentoPortal® in accordance with sec. 2.4 immediately upon becoming aware of such unauthorized access and/or unauthorized disclosure.
- 6.3 For the term of the Agreement and five years thereafter, the Parties undertake to maintain confidentiality with regard to (i) any documents, information and data which are marked by the disclosing Party as "confidential" and which were made available to them, or of which they obtained knowledge, on the basis of using CentoPortal®, and (ii) any information they receive from the respective other Party while using CentoPortal® or in connection with CentoPortal® and which is of a technical, financial, organisational or other business nature or relates to other details of the business of the Parties. This also applies to any separate agreement regarding the use of CentoPortal®. Companies affiliated with CEN TOGENE within the meaning of Sec. 15 German Stock Corporation Act (*Aktiengesetz* – "**AktG**") and external advisors of CEN TOGENE shall not be deemed third parties. Confidential Information shall not include any information (a) was known to the receiving Party prior to disclosure by the disclosing Party, (b) is obtained by the receiving Party from a third party under no obligation of confidentiality, except where the receiving Party knows, or reasonably should know, that such disclosure constitutes a breach of confidentiality obligations, (c) is or becomes generally known or publicly available other than by unauthorized disclosure under this Agreement, or (d) is independently developed by the receiving Party without use of Confidential Information disclosed by the disclosing Party, as reasonably demonstrated by written or electronic records created contemporaneously with such independent development.

## **7. AVAILABILITY / DATABASE UPDATES AND MAINTENANCE**

- 7.1 CEN TOGENE provides access to CentoPortal® from Monday to Friday during business hours from 8 a.m. to 6 p.m. **CET** and shall provide in this time for an average rate of availability of 98 percent. Users acknowledge that CEN TOGENE can neither guarantee, nor undertake a respective obligation to provide for a fixed average rate of availability for CentoPortal®.
- 7.2 Users acknowledge that CentoPortal® is subject to ongoing improvement and updates and is thus, regularly maintained and updated ("**Regular Maintenance**"). From 7 p.m. – 8 a.m. **CET** Monday to Friday, CEN TOGENE provides regular access to CentoPortal®, but may also perform Regular Maintenance. CEN TOGENE shall inform the Users in advance, if the CentoPortal® will be offline for more than thirty (30) minutes because of Regular Maintenance. In addition, unscheduled maintenance and/or updates may become necessary from time to time which require CentoPortal® to be offline ("**Unscheduled Maintenance**"). If Unscheduled Maintenance becomes necessary and requires CentoPortal® to be offline for more than thirty (30) minutes, CEN TOGENE shall inform Users as soon as such Unscheduled Maintenance has been completed.

## **8. CENTOPORTAL® ACCESS SUPPORT**

- 8.1 Technical support for access to CentoPortal® will be provided by CEN TOGENE via the communication channels provided on CentoPortal®. For the avoidance of doubt, CEN TOGENE shall under no circumstances be obliged to provide support for Users' IT infrastructure. On-site support will only be provided based on a separate agreement between the Parties.

**9. RIGHT TO USE CENTOPORTAL® AND REPORTS**

- 9.1 All content of CentoPortal® (including text, designs, graphics, logos, icons, images, audio files, downloads, interfaces, codes and software and any part or combination of the foregoing), and all other documents and materials you receive from CENTOGENE (each or together the "**Material**") are protected by copyright and/or trademark laws and other applicable laws in favour of CENTOGENE and/or its licensors and may be used only in accordance with the terms and conditions laid down in the Agreement and these CPGTC. Users may download or print the Material provided on CentoPortal® for the purpose of obtaining information about products and services of CENTOGENE, provided that they do not change or delete any copyright, trademark or other proprietary notices from the Materials viewed, downloaded or printed. CENTOGENE may restrict or revoke this right of use at its sole discretion at any time. Any other use of CentoPortal® – including, without limitation, its reproduction, distribution, communication or making it publicly available – without the consent of the relevant rights holder is expressly prohibited. All other rights in the Material, including all intellectual and industrial property rights associated therewith, remain with CENTOGENE and/or its licensors.
- 9.2 All trademarks, logos and other marks shown on the Website are registered and unregistered marks of CENTOGENE, its licensors and, if applicable, other third parties. All rights in these trademarks, logos and other marks are the exclusive property of their respective owners. The grant of rights to use any trademarks, logos and other marks used on the CentoPortal® requires the prior written consent of the respective owners, and nothing on CentoPortal® should be construed as granting any license or right to use any trademarks, logos or other marks used on the CentoPortal®. Users are entitled to use the company name, trademarks, logos and other commercial markings of CENTOGENE only after prior written consent and in individual cases. This shall notably apply to use in advertisements, press releases and reference lists. CENTOGENE reserves all rights in and to CentoPortal® and its content not expressly mentioned herein.
- 9.3 CENTOGENE grants to Users a non-exclusive, not sub-licensable and not transferable right which shall be limited to the term of the respective Agreement and be unlimited in territory, to use CentoPortal® for research for the performance of the subject matter of the Agreement.
- 9.4 CENTOGENE further grants to Senders a non-exclusive, not sub-licensable and not transferable right which shall be unlimited in territory, to use the provided Reports for an individual Patient only, and only as long as a specific Report is actually necessary for such an evaluation for an individual Patient. This license notably covers the right to download a Report from CentoPortal® and to store a print-out and/or electronic copy (PDF) of such Report in the Patient file of an individual Patient. For the avoidance of doubt: Any additional reproduction of a Report (including but not limited to screenshots), any storage outside CentoPortal® and/or any other use of a Report, including but not limited to a use for the diagnosis of another Patient, is not covered by the license granted to the Sender under this Sec. 9. Reports are being provided in accordance with Sec. 4.3.

**10. REMUNERATION AND INVOICING**

Any remuneration for Services and invoicing shall be governed by the specific agreements with the Users and in absence of such shall be governed by CENTOGENE's General Terms and Conditions.

**11. CENTOGENE STANDARD PROCEDURES AND ACCREDITATION**

- 11.1 CENTOGENE represents to Users that all its testing is done in accordance with the stipulations of German Law, in particular with the German Genetic Diagnostics Act as applicable, and that Reports are accurate within generally acceptable medical, technical and commercial ranges of accuracy, unless another measure of accuracy has been agreed to in writing by CENTOGENE and the Users. CENTOGENE's testing laboratories are accredited in accordance with ISO 15189, or CAP/CLIA. This also applies to cases in which for medical or technical reasons an analysis is done in a partner laboratory, whenever required by the applicable law.
- 11.2 Except as stated in Sec. 11.1, CENTOGENE disclaims all warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose regarding CentoPortal® and the Reports, if not agreed otherwise in the respective agreements. Liability of CENTOGENE as stated in Sec. 12 shall remain unaffected.

**12. LIABILITY OF CENTOGENE**

- 12.1 CENTOGENE will use its best endeavors to always prepare Reports based on the newest available and published scientific findings. Due to the inherent risks associated with such rapidly developing findings and the difficulty determining their true accuracy, **CENTOGENE will not be liable for the accuracy and/or completeness of the Reports except for intentional or gross negligent conduct. In particular, CENTOGENE will not be liable for any damages caused by an incorrect use of the CentoPortal®, or a use non-compliant with these CPGTC, and/or any incorrect evaluation of Reports, or any incorrect diagnosis based on Reports, by the Sender or any other third person with access to a Report. CENTOGENE shall also not be liable or responsible for any damages arising due to and/or in connection with the medical evaluation, use of filter tools or reports issued by customers or Users within the scope of sequencing services (e.g. CentoCloud® bioinformatics service and such) or inappropriate or unsuitable Samples having been provided by customers or Users.** CENTOGENE is not liable for the accuracy, completeness or up-to-dateness of the statements, data and/or information provided on CentoPortal® (hereinafter referred to as "**Information**", such Information not including the Reports). The Information provided on the CentoPortal® relies heavily on the input entered by the Users and is for general information only and should neither be regarded as a reliable source nor as the sole basis for decisions. If a User relies on Information on CentoPortal®, he/she does so at his/her own risk. Information on CentoPortal® may be obsolete. CENTOGENE reserves the right to amend the content of CentoPortal® (except for the data entered by Users) at any time but has no obligation to verify or update the Information on CentoPortal®. It is the Users' responsibility to monitor any changes to the Information on CentoPortal®.
- 12.2 Apart from the aforementioned limitations, the following shall apply:  
CENTOGENE is only liable for damages caused by slight negligence if such are due to a material breach of duty, which endangers the achievement of the objective of the use of CentoPortal® as described herein, or to a failure to comply with duties, the very discharge of which is an essential prerequisite for the proper performance of the Agreement. In such case, the liability is limited to the damages which are typical for the objective of the use of CentoPortal® as described herein and which could have been foreseen. This shall also apply to damages caused by gross negligence of an agent or an employee of a CENTOGENE, who is not an officer or executive of such party. CENTOGENE shall by no means be liable for any indirect damages, including but not limited to consequential damages, and/or loss of profit. CENTOGENE's liability for damages with respect to any single incident arising out of or related to the Use of CentoPortal® and/or the Services performed shall not exceed the lesser of EUR 500,000 or the amount paid by the respective User in this regard in the twelve (12) months preceding the incident.
- 12.3 CENTOGENE shall not be liable for processing personal data entered into CentoPortal® by any User, if CENTOGENE processes the personal data in order to provide the Services of CentoPortal® as described herein or to perform the respective Agreements otherwise. This also applies to the personal data of any Patient entered into CentoPortal® by a Sender.
- 12.4 With the exception of liability (i) under the German Product Liability Act, (ii) for defects after having given a guarantee for the quality of the products (*Beschaffensheitsgarantie*), (iii) for fraudulently concealed defects, (iv) for personal injury, loss of life or bodily harm and for (v) willful intent, the above limitations of liability in Sec. 12.1 to 12.3 shall apply to all claims for damages, irrespective of their legal basis.
- 12.6 CentoPortal® may contain links or references to third-party websites. These links are provided to Users merely for the sake of convenience. CENTOGENE is not responsible for examining or evaluating and does not warrant the offerings of any of these third-parties or the content of their websites. CENTOGENE does not assume any responsibility for the availability, accuracy, completeness or quality of the information provided by third parties on such websites or any liability for damage or injury resulting from such contents, of whatever form, actions or products.

**13. LIABILITY OF USERS; INDEMNIFICATION OF CENTOGENE**

- 13.1 Users shall indemnify CENTOGENE arising out of or relating to any third-party claim concerning: (a) Users' use of the Services; or (b) breach of this Agreement or violation of applicable law by the Users. Users shall also provide CENTOGENE with the necessary assistance in the legal defence (to which CENTOGENE is entitled, but not obliged to undertake) and will reimburse CENTOGENE for reasonable attorneys' fees and respective court fees.
- 13.2 Sender agrees to indemnify and hold harmless CENTOGENE from any damages, fines, expenditures or expenses (including legal costs and court fees) resulting from any claims by a Patient or public authority against CENTOGENE regarding such usage of the respective Patients personal data as provided by the respective Sender and processed by CENTOGENE within the scope of the agreements in place with the Sender.
- 13.3 The Users' indemnity obligations pursuant to Sec. 13.1 and 13.2 shall be applicable irrespective of any fault on the part of the Users.
- 13.4 Users shall be fully liable for any breach of obligations under the Agreement as well as any other misconduct by them. Users' liability shall be determined according to the statutory provisions.

**14. DATA PROTECTION**

CENTOGENE respects the privacy of personal data and takes great care to implement measures to protect Users' and Patients' personal information when processing personal data. Senders are obliged to inform Patients about processing activities carried out by CENTOGENE. More details on the processing of personal data by CENTOGENE can be found in the **Data Protection Policy**.

**15. TRANSFERS OF RIGHTS AND CONTRACTS**

Neither Party may assign the Agreement, in whole or in part, without the prior written consent of the other, unless such transfer takes place to an affiliated company (as defined in sec. 15 of the German Stock Corporation Act, "**AktG**"). The Parties agree that such consent shall not be unreasonably withheld. The provisions of sec. 354a of the German Commercial Code ("**HGB**") remain unaffected.

**16. TERM AND TERMINATION**

- 16.1 Unless otherwise specified, the initial term of one year ("**Basic Term**") starts with granting access to CentoPortal®. Unless terminated by either Party on three (3) months' notice to expire at the end of the Basic Term, the term will be automatically renewed for an indefinite period of time ("**Extension Term**") and may be terminated within the Extension Term on three (3) months' notice to expire at the end of a month.
- 16.2 CENTOGENE may suspend, revoke, limit or terminate at any time and remove a User from CentoPortal®, if CENTOGENE determines there is a material breach of User's obligations, a security breach, or violation of law or if the User's account has not been used for a successive period of six (6) months.
- 16.3 The Parties' right to extraordinary termination remains unaffected.
- 16.4 To become effective, any termination must be conducted in writing.

**17. MISCELLANEOUS**

- 17.1 General terms and conditions of the Users shall not apply, even if CENTOGENE does not expressly object to them. Any oral side agreements and representations of employees or representatives of CENTOGENE require written confirmation to be valid. Insofar as Users receive a Manual, these CPGTC prevail in case of conflict with any provisions of such Manual.
- 17.2 These CPGTC are governed by and construed in accordance with the laws of the Federal Republic of Germany. The United Nations Convention for the International Sale of Goods does not apply. In the event of any disputes arising from these CPGTC, the courts of Berlin shall have exclusive jurisdiction.
- 17.3 The Agreement and these CPGTC represent the entire understanding between the Parties and supersede all prior or contemporaneous representations, understandings, agreements, or communications between the User and Centogene, whether written or verbal, regarding the subject matter of this Agreement. Changes, amendments to or termination of the Agreement and these CPGTC require written form. The same applies to any change of this clause.
- 17.4 Should a competent court find any of the provisions in the Agreement and the CPGTC be invalid or unenforceable, this shall not affect the remaining provisions. The Parties agree that they will replace the invalid or unenforceable provision with a valid and enforceable provision which comes as close as possible to the economic purpose of the replaced provision. The same applies if any gaps are discovered in the provisions.