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16. If it is held by a court that:

a) any part of this Agreement is or would be void, voidable, illegal or unenforceable; or

b) the application of any part of this Agreement to any person or circumstances shall be or become invalid or unenforceable, unless any part of this Agreement were severed from this Agreement, that part shall be severable and shall not affect the continued operation of the remaining terms of this Agreement.