#### SUBMISSION PROCESS AND AGREEMENT

The Matthew Wong Foundation has established the Matthew Wong Catalogue Raisonne Project to undertake the preparation of a catalogue raisonné of the paintings and works on paper created by the artist Matthew Wong. To provide the Project with information about a painting or work on paper that you own and believe to be by Matthew Wong, the Project invites you to fill out and send a submission form to admin@mw-CatalogueRaisonne.com.

Only the work's owner may make a submission to the Project and sign the submission form. The Project shall hold all information in confidence and shall not share it with any third party without the owner's prior written consent.

There is no guarantee that the submission of a work will result in its inclusion in the prospective catalogue raisonné. The Project shall have sole discretion over whether or not to make a determination to include or exclude a work in the catalogue. In developing its opinion, the Project will consider the information you provide, as well as other information from other sources which the Project believes to be appropriate in the circumstances. Depending on the submission, the Project may ask for additional information, documentation or other evidence relating to the work. The Project may also ask for a physical inspection of the work.

Each submission will be governed by the Conditions of Submission attached to the Submission Form which are incorporated into the form and to this Agreement by reference.

Fee: each submission shall be accompanied by a non-refundable payment in the amount of \$250 to help defray the Project's administrative costs.

Please sign below to confirm your agreement to this submission process and the Conditions of Submission:

By: \_\_\_\_\_\_: Date: \_\_\_\_\_\_
Name:
Title:

Accepted and Agreed:

OWNER:

Date: \_\_\_\_\_

Name: Title:

MATTHEW WONG

# SUBMISSION FORM

<u>Owner</u>	
Name: Address: City: State: Zipcode: Country: Telephone number: Fax number: Email:	
Please provide a copy o	of your passport and proof of residence
Please provide the follo	wing information to the best of your knowledge
Work of Art	
Panel 1 (hxw): Panel 2 (hxw):	Der):  Overall Width: Panel 3 (hxw): Panel 4 (hxw):
Is the Work signed and/or dated? Yes	No
If yes, how and where?	
Are there any other markings on the FI	RONT of the work?:
Are there any inscriptions, markings or	labels on the REVERSE of the work?:
<u>Provenance</u>	
From whom did you acquire this work	(e.g. inheritance, gallery or auction)?:
Date of acquisition:	
Are you able to provide us with a copy	of the original sales invoice?
Circumstances of acquisition:	

### **Exhibition History**

### Publication History

### **Photography**

We kindly ask if you are able to supply a reproduction quality image of the FRONT of your painting. This can be in the form of a transparency or digital tiff file of 35 MB or higher. If you wish, we will return all original photography to you.

We also ask that you provide images of the REVERSE of your painting (including details of inscriptions, markings and labels), although these can be taken with a personal camera.

Are you able to include a reproduction quality image of the FRONT of your painting at this time? Yes No

What is the photographer's credit line for this image?

Are you able to include a reference image of the REVERSE of your painting at this time? Yes No

#### Credit Line

Please let us know how you would like to be credited as the owner of this work in the final publication (eg. "Collection John Doe, New York" or "Private collection")

#### CONDITIONS OF SUBMISSION

- 1. The Project agrees to consider the Work for purposes of rendering an opinion concerning the possible inclusion of the Work in the Catalogue Raisonné. The Project shall undertake such consideration and research as the Project, in its sole discretion, shall deem appropriate. In its discretion, the Project may require additional information, documentation or other evidence relating to the Work. The Project may also require that the Work be submitted for physical examination in a location specified by the Project.
- 2. The Owner represents and warrants to the Project that the Owner is the actual owner of the Work and that the Owner has the sole title thereto and right to possession thereof. Submissions in the name of representatives, dealers, agents or any other person or entity who is not the sole owner will not be considered.
- 3. The Owner represents and warrants to the Project that all information provided to the Project is accurate to the best of the Owner's knowledge.
- 4. The Owner expressly understands and agrees that neither the Project, the Matthew Wong Foundation nor any individual associated with the Project, including but not limited to editors, writers, researchers, advisors, contractors, scientific committee members, employees of the Project (the "Project Participants"), warrants or guarantees anything, including but not limited to the correctness of any decision (or lack thereof) Accordingly, the Owner hereby releases and discharges the Project and each of the Project Participants and against any and all claims, liabilities, losses and damages, and all costs and expenses (including attorneys' fees) related thereto, arising out of, based upon or resulting from the decision (or lack thereof) rendered by the Project concerning the Work in connection with the Owner's submission of the Work pursuant to this Agreement.
- 5. The Owner agrees to defend, indemnify and hold harmless the Project and the Project Participants from and against any and all claims, liabilities, losses and damages, and all costs and expenses, (including attorneys' fees) related thereto, arising out of, based upon or resulting from any claims asserted by the Owner or by any third party related to the Project
- 6. Notwithstanding any decision by it, the Project reserves the right to change the determination in its absolute discretion and the Project may deliver a writing in which it nullifies or alters any prior determination and to so advise any person making inquiry as described in the next paragraph.
- 7. The Owner authorizes the Project to make and retain photographs or other copies of the Work. The Project intends to retain in its files a copy of any written determination and to make copies of its determinations available at the request of persons who the Project, in its absolute discretion, determines to have an appropriate interest in the Work.
- 8. The Owner authorizes the Project to undertake such research, factual or otherwise, as it deems appropriate, including but not limited to investigating the provenance of the Work by contacting prior owners of the Work. Notwithstanding this, the Project is under no obligation to conduct such research and may rely on the accuracy of any information provided to it by the Owner.
- 9. This Agreement shall be binding upon the heirs, successors and assigns of each of the parties and upon any subsequent purchaser of the Work. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to its choice of law rules.

Agreed and Accepted
Name and Title: