ERIK'S STATEMENT:

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To the County Administrative Board of Stockholm County

Subject: Supervision under Chapter 9 of the Foundations Act (1994:1220)

The Hilma af Klint Foundation, Org. No. 802425-1780

Ref. No: 27063-2025

Deficiencies in Management – Supplementary Complaint against the Board Majority

1. Introduction

I, **Erik af Klint**, chairman of the Hilma af Klint Foundation and head of the af Klint family, hereby submit a **supplementary complaint** to the County Administrative Board.

The purpose is to describe the continued and deepening deficiencies in the management displayed by the board majority.

These deficiencies constitute not only mismanagement but **direct violations of the statutes**, particularly §1 concerning the Foundation's purpose, as well as violations of provisions in the **Foundations Act** and the **Bookkeeping Act**.

The Foundation is now in a state where its **purpose is no longer being fulfilled**. This has occurred because the board majority prioritizes **their own fees, external projects, and expensive consultants** over the planning and financing of what constitutes the Foundation's core mission: **the care and preservation of Hilma af Klint's works**.

2. Background

During my tenure as chairman, since 2023, I have repeatedly pointed out serious deficiencies in the areas of **finance**, **accounting**, **and decision-making procedures**.

The County Administrative Board already has an **ongoing supervisory case** (Ref. No. 27063-2025).

This document **supplements** the material previously submitted (2025-09-30) (Appendix 1).

The **Stockholm District Court** likewise has a case concerning this matter (Case No. Ä 2676-25, Appendices 2–4).

Despite the County Administrative Board's ongoing review, the board majority continues to act in violation of the statutes and of sound foundation practice.

The past three years reveal a **pattern of active passivity** — failing to make necessary decisions, withholding information, and making the Foundation increasingly dependent on the **sale of artworks**.

The board majority acts as a **board within the board**.

They coordinate decisions **outside formal board meetings**, exclude the chairman from their discussions, and come to meetings with a **pre-determined line** (they have never voted against each other).

The majority withholds essential information from the chairman regarding contracts, finances, and accounting.

For example, they **refuse to carry out a proper inventory** and **categorically prevent** the chairman from doing so when requested.

This leads to uncertainty as to whether all assets can be accounted for or might even be missing.

By refusing to allow a valuation, the **bookkeeping becomes misleading**, since the **value of the paintings is not taken into account**.

3. Violation of §1 of the Statutes – Deficiencies in Fulfilment and Budget Management

§1 of the Foundation's statutes (Appendix 5) states that the purpose is to **manage and preserve Hilma af Klint's works in a non-profit spirit**.

For a foundation, this entails a **requirement of fulfilment**: the purpose must be **planned and financed first**.

Only thereafter, if funds remain, may other expenses or projects be prioritized.

This requirement of fulfilment also follows from **Chapter 3**, **Section 2 of the Foundations Act**(requirement of sound and purpose-appropriate management).

The board majority clearly violates this by:

- failing to include fulfilment levels in the budget or annual planning,
- treating the fulfilment requirement as a residual item ("catch-all pot"),
- basing the budget on consultants and projects rather than the Foundation's purpose,
- and, when financial means or liquidity are lacking, referring to the sale of artworks.

Through this, §1 of the statutes is not being fulfilled, which constitutes a **breach of management obligations**.

The Foundation **prioritizes external interests** over its core purpose.

When I, as chairman, have requested full transparency regarding the budget and financial decisions, such requests have been **denied**.

I have not been given access to necessary documentation, in violation of the Court of Appeal's judgment of 10 July 2012 (Case No. 254-12), where the court clearly states that the chairman, as representative of the af Klint family, has both the right and duty to participate in all matters concerning the Foundation's management.

Despite repeated criticism and formal dissenting opinions over several years, **no improvements have been made**.

Only after the County Administrative Board opened its supervisory case has some documentation been presented.

This demonstrates that the deficiencies are not due to ignorance but are **deliberate** and **disloyal** to the Foundation's purpose.

It is clear that the majority has burdened the Foundation with **expenses that cannot** be considered fulfilment costs, and that the administrative costs do not benefit the statutory purpose.

The ratio illustrating the degree of fulfilment shows that the purpose requirements are not being met.

This has been recorded in dissenting opinions to the **annual reports for 2023 and 2024**.

Support from the District Court's filings:

Appendix 4: Statement dated 2025-09-01 (B.1 p.8, pp. 4–5):

"What is now costly for the Foundation are the high salary expenses paid to a full-time CEO...

In addition, Ulf Wagner receives remuneration... The board members neglect their duty of loyalty to the Foundation by granting salary to the CEO and remuneration to Ulf Wagner without requiring time reports."

→ The board **prioritizes fees and consultants** over the Foundation's purpose in accordance with §1.

4. Breach of Duty of Loyalty, Passivity, and Actual Control 4.1. The Board Majority's Passivity and Disloyalty

During the summer of 2025, the chairman called **three board meetings** (on July 9, July 23, and August 6) (Appendices 6–8).

None of the members of the **board majority** participated, despite proper notice and the opportunity to attend digitally.

This coordinated absence **prevented decisions** regarding the **inventory of contracts**, **valuation of artworks**, and **confirmation of current agreements** – issues crucial for the Foundation's legal security and financial oversight, especially given the board majority's stated intent to sell works from the collection.

By failing to attend, the board majority **deliberately withheld information** and **blocked necessary decisions** within their administrative responsibility.

At the subsequent board meeting on **September 3, 2025**, the same majority voted to **award themselves remuneration**, in direct conflict with the Foundation's **fifty-year practice of unpaid (honorary) service**and despite the Foundation being in a financially strained position.

The decision directly **contradicts §1 of the statutes** and demonstrates a **clear pattern of self-interest**over the Foundation's welfare.

Each board member is obliged to **loyally safeguard the Foundation's purpose** and act in its best interest.

The majority's actions constitute **repeated and deliberate breaches** of this duty of loyalty.

4.2. A "Board within the Board" – Continuity, Voting Discipline, and Protection of Prior Agreements

Since **2019**, the Foundation has in practice been governed by a **closed and loyalty-bound circle** that has gradually changed personnel but maintained the same line of loyalty, decision-making patterns, and control over management.

- 2019–2022: This circle was led by **Kurt Almqvist**, then active within the **Axel and Margaret Ax:son Johnson Foundation (AxJ)**.
- **Jessica Höglund** and **Ulf Wagner** have played decisive internal roles within the Foundation **to the benefit of Bokförlaget Stolpe**, in which **AxJ** held a significant interest since 2018 and which was later acquired through **Nordstjernan** in 2022.

AxJ provided a grant to the Foundation (Appendix 9) which, contrary to the terms of the agreement, was used to pay salaries.

Through this, Höglund's and Wagner's work was financed to **transfer the** Foundation's digital assets to Bokförlaget Stolpe.

It was these two who practically carried out much of this work and also **concealed the agreements with Bokförlaget Stolpe** from the chairman **with the support of the board majority**.

This practice has continued even under the new board majority. Without their involvement, this could not have taken place.

These two have therefore received salaries from the contracting counterparty and have transferred the Foundation's assets, entering into unreasonable agreements (without any contracted compensation) to the benefit of Stolpe/AxJ and to the detriment of the Foundation.

(It is often claimed in the media that **AxJ** has donated over **SEK 60 million** to the Foundation, but the actual amount is **less than 10%** of that figure.)

Wagner's **conflict of interest within the Foundation** is therefore **obvious**. It was **Tomas Billing** who **hired Höglund without a board decision**, "by power of attorney" (Appendix 10, p. 5).

This power of attorney has never been located.

The board majority subsequently **approved the employment retroactively** at the next board meeting, at which point Höglund had already **moved into AxJ's offices**, before later receiving her current office at the **Moderna Museet**.

Thus, the Foundation had **no knowledge or influence** over who was employed; it was the board majority through **Billing and Almqvist** who ensured that Höglund was hired and **trained at their offices** during her initial employment period.

- June 2022: Nordstjernan AB, the parent company within the Ax:son Johnson sphere, acquired Stolpe Publishing AB.

 Shortly thereafter, Kurt Almqvist and Kjell A. Nordström were appointed to Stolpe's board while both also sat on the Hilma af Klint Foundation's board.
- This dual role meant that they **negotiated and entered into agreements with Stolpe** while simultaneously representing the Foundation, which constitutes a **clear conflict of interest**.

Tomas Billing, then Senior Advisor at Nordstjernan, likewise failed to disclose the conflict.

Ulf Wagner, whose work on the *Catalogue Raisonné* was funded by **Ax:son Johnson Foundation** money channeled through the Foundation, was **also conflicted** but likewise **failed to declare it**.

• When this was brought to light, **Almqvist**, **Nordström**, **and Billing** left the Foundation in **December 2022**.

The only member from the former majority who remained was **Wagner**, who has since done everything in his power to **install loyal board members** to protect his and the previous majority's actions.

• In line with this, subsequent board majorities have **consistently protected and upheld** the agreements made by **Almqvist**, **Nordström**, **Billing**, **Birnbaum**, **and Wagner**, without any legal or financial review.

After Almqvist's departure, leadership was taken over by **Anders Kumlander**, his close friend and collaborator.

When Kumlander formally left the board in **August 2025**, he was replaced by **Daniel Laurén**, who had prior close connections to **Kumlander** and the **Agape Foundation**.

Ulf Wagner has been a continuous board member since 2019 and has consistently voted in line with this circle, regardless of composition.

Since August 2025, the group has been effectively led by Juhani Selvani, Anders Kumlander's son-in-law and a board member of the Vidar Foundation together with him.

There is a **consistent voting discipline**:

no member of this majority has **ever voted against** the group's position.

The later-appointed members have **actively defended and upheld** the agreements entered into by the previous boards – particularly those with **Stolpe Publishing** – despite these agreements being the subject of **serious criticism** concerning **loyalty and purpose compliance**.

The **District Court's filings confirm this** (Appendix 3: Case File 71, B.2 p.14, p. 6).

"Ulf Wagner ... reported that the Anthroposophical Society had appointed Anders Kumlander,

Juhani Selvani, and Katarina Kaila de Voto as new members of the Foundation's board."

→ This demonstrates how the same circle of individuals appoint themselves and how the **internal line of loyalty** is maintained over time.

4.3. The Actual Controlling Party

There is a **continuous connection** between former and current boards, where **power has formally changed hands but in reality remained within the same circle**.

The chairman asserts that the **actual controlling parties** behind this structure are **Kurt Almqvist**, together with **Anders Kumlander**.

After their **formal resignations** (Almqvist in December 2022, Kumlander in August 2025), they have continued to **exercise influence** through **personal and professional networks**, particularly via the **Vidar Foundation** (**Vidarstiftelsen**) and its affiliated entities.

The close connection between the individuals in successive board majorities is clearly shown by the fact that all members from both constellations jointly claimed that the resignation of the first board majority on 14 December 2022 was retroactively conditional (see Supreme Administrative Court Decision 5817-23, Appendix 11).

When criticism has been directed against them, board members have been **replaced** by new individuals loyal to the same circle of interests, thereby ensuring continued control over the Foundation.

The **District Court's records** (Appendix 4: Statement 2025-09-01, B.2 pp.11–20, pp.5–8) confirm this:

"The board members have no interest in the Foundation but only in how the Foundation's assets can be used to benefit their own activities outside the Foundation."

→ This underscores the **breach of loyalty**, **self-interest**, and the existence of a **hidden controlling structure**.

4.4. Connection to the Agape Foundation and the Vidar Foundation

The pattern characterizing the Hilma af Klint Foundation recurs in several related organizations, particularly the Agape Foundation (Appendix 12) and the Vidar Foundation, where the same individuals, the same law firm, and the same type of internal loyalty networks have been used to retain control over assets despite formal personnel changes.

The County Administrative Board already has two complaints concerning the Agape Foundation (Ref. Nos. 52102-2024 and supplementary complaint 44073-2025).

These are **central to understanding** the **circle of individuals** who are also active within the **Hilma af Klint Foundation**.

The chairman understands that the **County Administrative Board is now also examining the Agape Foundation** (Case Ref. **51477-2025**).

In the **Agape case**, the foundation's principal asset – **Yttereneby Fastighets AB** – was sold to **VS Jordbruk AB**, a company within the **Vidar Foundation** (**Vidarstiftelsen**) corporate group.

The transaction was carried out through an **intermediary company structure**, **without any cash payment**, leaving Agape with only a **receivable** corresponding to the property **Yttereneby 1:3**.

At the time of the transaction, Agape's **registered board** consisted of **Attorney Magnus Andersson**, **Anders Kumlander**, **Juhani Selvani**, and **Hans-Petter Sveen**

However, there existed a **board protocol** documenting a **board change** that was **not registered until after the transaction**, meaning that, according to this protocol, the board **at the time of the transaction**consisted of **Anders Kumlander**. **Juhani Selvani**, and **Tora Kumlander**.

Of these individuals, **Anders Kumlander**, **Juhani Selvani**, **Tora Kumlander**, and **Magnus Andersson** all had **interests within the Vidar Foundation group**, and **Hans-Petter Sveen** was aware of this.

Magnus Andersson was a board member of the purchasing company, VS Jordbruk AB, while Anders Kumlander, Tora Kumlander, and Juhani Selvani sat on the board of the Vidar Foundation, which owns the purchasing company.

Magnus Andersson is also a partner at Hellström Law Firm, and Anders Kumlander was formerly a board member of the Hilma af Klint Foundation.

The transaction therefore could not have been carried out legally without the appointment of a guardian (god man) by the County Administrative Board, due to severe conflicts of interest affecting all involved.

They lacked quorum, yet none declared a conflict of interest.

As a result, the transaction **benefited the same circle of individuals on both sides** of the deal.

The **loser** was the **Agape Foundation**, which has now **lost both its assets and its purpose**, and has become an **"empty" organization**.

After the transaction was completed, the following three board members of the Agape Foundation **resigned**: **Magnus Andersson**, **Anders Kumlander**, and **Tora Kumlander**.

They were replaced by **Kenneth Ändberg** and **Daniel Laurén**, who now constitute Agape's board together with **Juhani Selvani**.

Both Juhani Selvani and Daniel Laurén are now active within the Hilma af Klint Foundation.

Six months later, **Daniel Laurén** joined the **Hilma Foundation's board**, where he currently serves as **successor to Anders Kumlander** and works alongside **Selvani**.

Laurén's role in both instances appears to be to "take over" from the departing members (particularly Anders Kumlander) in order to protect the former board members and prevent criticism of their actions.

The chain of connections is thus clear:

Hellström Law Firm (Magnus Andersson and Jonas Wetterfors) → the Agape/VS Jordbruk transaction (Anders Kumlander, Tora Kumlander, Juhani Selvani) → Daniel Laurén → and onward to the Hilma af Klint Foundation, where Jonas Wetterfors now serves as legal counsel and minute-takerfor the same circle of individuals.

This structure employs board changes, proxy ("nominee") members, and internal loyalty networks to maintain control over the foundations' assets, while at the same time weakening formal transparency and accountability.

It demonstrates a recurring behavioral pattern, where the same circle of individuals operates across several foundations connected to the Vidar Foundation and the Ax:son Johnson sphere, often with the assistance of the same legal advisers.

Support from the District Court's records:

The court documents confirm these links (Appendix 4: Statement 2025-09-01, B.1 p.8, pp. 4–5):

"Attorney **Jonas Wetterfors** has been engaged to record minutes for the Foundation ...

A communications officer, Varg Gyllander, has been engaged ...

The law firm **Cirio** was engaged to draft the agreement with gallerist **David Zwirner** in 2024."

→ This demonstrates how the **same law firm, Hellström**, reappears across several foundations with **identical assignments**: to **protect the interests of the board majority** and **preserve their control**, rather than to act in the **best interest of the foundation**.

4.5. Conclusion

Despite their formal resignations, influence from Kurt Almqvist and Anders Kumlander remains through Juhani Selvani and Daniel Laurén, with Ulf Wagner serving as the constant link since 2019.

All of them have **consistently voted in unison**, and **later-appointed members** have **actively defended the agreements and decisions** made by their predecessors — particularly the **agreements with Stolpe Publishing**, concluded during the period when **Almqvist and Nordström** simultaneously sat on **both boards**.

This demonstrates a **deliberate continuity of governance** and a **systematic protection** of earlier decisions and interests that **benefit external parties at the Foundation's expense**.

This structure — an internal power hierarchy with loyalties outside the Foundation — means that the Hilma af Klint Foundation is, in practice, governed by a hidden principal, with economic and ideological interests tied to the Vidar Foundation, Stolpe Publishing, and related companies within the Ax:son Johnson group.

In summary, the actions of the **board majority since 2019** show that the **Hilma af Klint Foundation** has been **controlled by a single loyalty network**, where **formal personnel changes serve only to conceal the real continuity of power**:

Kurt Almqvist, Daniel Birnbaum, Tomas Billing, Kjell A. Nordström, Anders Kumlander, Katarina Kaila de Voto, Ulf Wagner, Juhani Selvani, and most recently Daniel Laurén.

Alongside these former and current board members, there are a number of employees and consultants with whom the majority has entered into contracts. These individuals facilitate and strengthen the interests of the board majority at the expense of the Foundation and in protection of the board members themselves.

Examples include:

- Jessica Höglund (employee),
- Jonas Wetterfors at Hellström Law Firm (minute-taker and legal counsel to the Foundation),
- Varg Gyllander (media consultant),
- Cirio AB (contract consultant),
- Board member Ulf Wagner, who also acts as consultant to the Foundation,
- Auditors: Patrik Adolfsson at PwC and Ingemar Rindstig at Allianz.

This **array of employees and consultants** under contracts entered into by the majority **erodes the Foundation's finances**, while simultaneously acting to **protect the board majority's interests** — **against the Foundation**, its **statutes**, and its **purpose**.

This constitutes a systematic breach of loyalty and a serious failure of management, which should warrant intervention by the County Administrative Board and the dismissal of the entire board.

Moreover, these **patterns also appear in other foundations** involving the same individuals:

– In the "Tree of Knowledge Affair" (Kunskapens Träd-affären), the chairman has criticized Anders Kumlander for having sold Hilma af Klint paintings from another foundation for private gain through David Zwirner Gallery (Appendix 13).

- Furthermore, the County Administrative Board, in two separate review cases the Kulturcentrum Järna Foundation (Ref. No. 4005-2025, Appendix 14) and the Anthroposophy House Foundation (Stiftelsen Antroposofins Hus) (Ref. No. 4006-2025, Appendix 15) has issued sharp criticism against persons within the same circle, including Anders Kumlander, Juhani Selvani, and others.
- The **chairman therefore urges** the County Administrative Board to **take these** recurring patterns into account in its assessment of the present case.

Support from the District Court's documents:

Appendix 4: Statement 2025-09-01 (B.1 p.8, pp. 4-5):

"Attorney **Jonas Wetterfors** has been engaged to record minutes for the Foundation ...

A communications officer, **Varg Gyllander**, has been engaged ... The law firm **Cirio** was engaged to draft the agreement with gallerist **David Zwirner** in 2024."

→ Repeated consultancy engagements on behalf of the board majority, acting under their instruction.

Appendix 4: Statement 2025-09-01 (B.2 pp.11-20, pp. 5-8):

"The board members have no interest in the Foundation but only in how the Foundation's assets can be used to benefit their own activities outside the Foundation."

→ Confirms **breach of loyalty** and **self-interest**; supports the existence of a **hidden controlling structure**.

Appendix 3: Case File 71 (B.2 p.14, p. 6):

"Ulf Wagner ... reported that the Anthroposophical Society had appointed Anders Kumlander, Juhani Selvani, and Katarina Kaila de Voto as new members of the Foundation's board."

→ Demonstrates how the **same circle of individuals appoints themselves** — central to the sections on the **actual controlling party** and the **"board within the board."**

5. Deficiencies in Accounting and Inventory

The Foundation still lacks a **supplemented fixed asset register** and a **complete inventory**of its assets.

No inventory of **digital assets** — particularly the **NFT project** and **image database** — has been carried out.

The **board majority** did not allow the **chairman** to participate in the **inventory for the 2024 financial year** and, when he requested to conduct one himself, **refused to permit it**.

This violates the Bookkeeping Act (Chapter 5, Section 4), the Annual Accounts Act (Chapter 5, Section 8), and the Foundation's statutes (§§ 4–5), as well as accounting standards and practice according to relevant professional bodies.

At its meeting on 3 September 2025, the majority decided not to supplement the fixed asset register with the paintings.

This decision **lacks support in good accounting practice** (*BFNAR 2013:2* — double-entry bookkeeping, *BFNAR 2016:10* — requirement for fixed asset registers) and results in **insufficient control over both physical and digital works**.

It should be noted that the majority intends to **divide the artworks** into two categories:

- Current assets (inventory of artworks intended for sale), and
- Fixed assets (artworks that are not to be sold).

For **current assets**, there are specific accounting standards governing how these must be reported.

However, the board has opposed recording the artworks as assets altogether.

This has been **formally raised in dissenting opinions** attached to the **2023 and 2024 annual reports**.

As a result, there is now a significant risk that the artworks cannot be properly verified or managed.

Ensuring such control is one of the **board's primary duties**, as clearly stated in the statutes — in particular, the **preamble (§1)**.

The majority's refusal to carry out a proper inventory and to maintain an accurate fixed asset register with valuations demonstrates **intent to neglect proper management**, thereby **harming the Foundation**.

This refusal is especially serious given that the board majority **intends to sell** artworks from the Foundation's holdings to finance projects outside the Foundation, namely the proposed art hall in Järna.

Support from District Court records:

- Appendix 4: Statement 2025-09-01 (B.1 p.8, p.5)
 - "The costs for salaries and consultants ... amounted, according to what the chairman has so far been able to establish, to SEK 1,350,482 for 2024 ... The chairman has not been given access to all records."
 - → Indicates lack of transparency in financial reporting and missing documentation.
- Appendix 3: Case File 71 (C.4 p.191, p.56)
 - "The board members deny that Erik af Klint has been excluded from information ... In certain respects, he has received more information than the board members."
 - → Shows that the issue of **denied access to information** is **central and disputed**, warranting **continued scrutiny by the County Administrative Board** of the Foundation's accounting and inventory practices.

Annual Reports — Reservations and Dissenting Opinions:

 Appendix 18: Annual Report 2024, Dissenting Opinion p.1 (p.10 of document)

"The annual report also lacks the fundamental elements necessary to provide a fair and accurate view of the organization's results, position, and fulfillment of its purpose. The documentation contains several serious deficiencies in accounting, legal, and purpose-related respects."

Comment: The chairman's **formal audit statement** in the 2024 annual report.

Appendix 17: Annual Report 2023, Note 4 – Art, p.9

"The Hilma af Klint Foundation owns 1,500 works ... These works have not been recognized in the balance sheet ... The value of the works is estimated at several billion SEK."

Comment: Demonstrates that the works have **not been recorded in the balance sheet**, supporting the claim of **inadequate valuation and control**.

Appendix 18: Annual Report 2024, Note 4 – Art, p.7

"The Foundation ... owns 1,500 works ... These works have not been recognized in the balance sheet ... The value of the works is estimated at several billion SEK. The Foundation also owns an NFT series ... At present, no valuation has been made."

Comment: Confirms the continued failure to report the true value of the assets, despite previous warnings and observations.

Despite repeated criticism in prior reports, **no corrective action has been taken**, as evidenced by various board minutes.

6. Financial Mismanagement

The Foundation has **shifted from voluntary (non-salaried) management** to **significant expenditure** on **legal services**, **communications**, **and consultants**, without providing any **records of contracts or work performed**.

Substantial sums have been paid out in salaries and fees without any reporting of working hours or deliverables, despite repeated objections from the chairman. This prevents any assessment of reasonableness and violates the requirement of efficient and purpose-oriented management under the Foundations Act.

The Foundation now bears high expenses for legal, media, travel, and representation costs, none of which serve the Foundation's purpose, and no transparency has been provided regarding these expenditures.

As a result, the statutory requirement of purpose fulfillment is not met.

The actions of the board majority are driving the Foundation toward deficits and liquidity shortages, creating a risk of forced sales of artworks — in violation of §§ 1, 4, and 5 of the statutes and the founder's explicit will.

The board majority has ignored the chairman's criticism expressed in three consecutive annual reports (2022–2024, Appendices 16–18), for example —

7. Example: The Retainer Agreement with Varg Gyllander AB

The **board majority** entered into a so-called **retainer agreement** (*Appendix 19*) with **Varg Gyllander AB** (company reg. no. 556837-6809) **without proper transparency or a valid decision-making basis**.

The agreement lacks a dated signature and was kept secret from the chairman for an entire year.

At the same time, **Varg Gyllander** has held or continues to hold assignments for **Nordstjernan**, **Axel and Margaret Ax:son Johnson Foundation**, and the **Vidar Foundation** — organizations with **clear interests** in matters concerning the Hilma af Klint Foundation.

Several individuals, including **Juhani Selvani** and former board member **Anders Kumlander**, hold **dual roles** within these organizations, collectively constituting a **significant conflict of interest** and **situation of disqualification (jäv)**.

The agreement grants Gyllander a **monthly fee of [amount redacted] SEK** (equivalent to [amount redacted] SEK per year) for **up to ten hours of work**

per month, with no requirement to report time or results. The chairman is therefore unable to assess the reasonableness of the compensation paid.

This agreement must therefore be regarded as a **disguised salary**, compensating Gyllander for **participation in management in support of the board majority**, particularly given the **absence of any requirement for documentation of actual work performed**.

Consequently, the consulting agreement fails to meet the criteria for independent business activity and should instead be classified as income from employment. The assignment was therefore disloyal, inadequate, and overpriced.

Through this arrangement, the board majority has **in effect employed a communications consultant** who is in a **clear conflict of interest** with the Foundation — **at a time when the Foundation's finances do not permit such an expense**.

The agreement grants Gyllander access to internal information and trade secrets, which risk being disclosed to entities within the Ax:son Johnson sphere, including Stolpe Publishing, one of the Foundation's principal contracting parties.

At the board meeting on 3 September 2025, Gyllander, supported by the board majority, refused to sign a specific confidentiality agreement, referring instead to a general clause in his contract — a clause insufficient to justify attendance at full board meetings.

This agreement clearly illustrates the continuity between the former and current boards, which, through repeated collaborations, consultancy contracts, and personal connections, must be considered to act as a single, cohesive entity.

This **continuity of individuals and interests** demonstrates that the **current board majority** administers the Foundation **in accordance with the previous leadership's agenda**, rather than **in line with the Foundation's statutes** and the **founder's will**.

The board majority's decision to enter into and maintain this agreement shows direct unfitness for office and disloyalty to the Foundation. They have prioritized personal and external interests over the Foundation's nonprofit purpose, in violation of the statutes, the founder's explicit intent, and the Foundations Act's duty of care and prudence in management.

In summary, the agreement with Varg Gyllander AB is a clear example of how the board majority acts disloyally, creates conflicts of interest, and maintains continuity with the previous board, in violation of the Foundation's best interests and independence.

8. Example: The Law Firm Cirio AB

The board majority engaged the law firm Cirio AB to prepare an agreement with David Zwirner Gallery (DZG) on 17 December 2024, without a valid board decision.

The draft agreement was biased in favor of DZG and aligned with the board majority's position, while contravening the Foundation's core statutes (§§ 1, 4, and 5) and the founder's will.

In effect, the agreement would have delegated the Foundation's management to an external party, granting DZG exclusive rights to sell the Foundation's artworks without limitation, including the Foundation's most valuable holdings — the central series known as the "Paintings for the Temple" — and would have transferred management authority to the gallery. Both aspects are in direct conflict with the Foundation's fundamental clauses (§§ 1, 4, and 5).

The assignment was therefore **disloyal**, **inadequate**, **and overpriced**.

The board majority even invited DZG to a board meeting to finalize and sign the agreement, an action that was averted only because the chairman postponed the meeting, citing that the agreement was deficient and that the board majority had failed to answer his questions.

These questions remain **unanswered ten months later**.

The chairman therefore concludes that the **agreement was intended to be signed exactly as presented**.

The **cost of this assignment** should **not be borne by the Foundation**, but rather by the **board members who acted without mandate**.

The actions of the board majority demonstrate systematic disloyalty, interests external to the Foundation, and deviation from the statutes and the founder's will, whereby external consultants are used to advance their private objectives in opposition to the Foundation's best interests.

The method bears a striking resemblance to the "Tree of Knowledge Affair" (Kunskapens Träd-affären) (Appendix 13), in which Anders Kumlander was

severely criticized for the **sale of Hilma af Klint paintings** originally belonging to an **anthroposophical foundation in Switzerland**.

Kumlander acquired the paintings at an undervalued price, then resold them at market value through David Zwirner Gallery to the Genstone Museum, pocketing the profit privately (see Kumlander's capital income declaration for 2022, showing millions of SEK in profits for that year).

When the **chairman contacted the museum** to **verify the provenance** of the works, the museum **immediately took the paintings down** and **did not respond** to his letter — indicating concern that the transaction **had not been conducted properly**.

As far as the chairman is aware, the paintings **remain unexhibited to this day**.

9. Example: Consultancy Agreement with Attorney Jonas Wetterfors

The board majority's use of legal counsel and lack of transparency

The **board majority** has engaged **attorney Jonas Wetterfors** as both **minute-taker** and **legal counsel**.

Through this decision, the majority has created a **dual-function** arrangement resulting in unnecessary costs, conflicts of interest, and a significant restriction of transparency and oversight.

Previously, the board had prepared its minutes **independently**, without the involvement of external legal counsel.

The board majority bears **full responsibility** for assigning Wetterfors a role that, in practice, has been used to **advance their own position at the expense of the Foundation's interests**.

By employing him simultaneously as **secretary and legal representative**, the majority has allowed the **minutes to be manipulated and distorted**.

A review of, among other things, the minutes from the board meeting held on 3 September 2025 (*Appendix 20*) shows that the chairman's comments, reservations, and attachments were deliberately handled in a way that obscures or conceals her position.

Acting on the board majority's instructions, Attorney Wetterfors has:

- inserted **his own formulations** into the minutes that contradict the chairman's actual statements.
- placed the chairman's remarks **deep within appendices**, thereby diminishing their contextual relevance,

- **omitted appendices** (*Appendices 6–8 and 21*) despite explicit instructions from the chairman, and
- left appendices **unnumbered and disorganized**, thereby impeding review (*Appendix 20*).

This systematic conduct has resulted in **misleading**, **incoherent**, **and incomplete minutes**that **fail to accurately reflect the board's discussions or the bases for its decisions**.

The consequence is that the **chairman's right to have her views properly recorded is curtailed**, and both **internal control** and the **County Administrative Board's supervisory function** are undermined.

That such actions occur **during an ongoing supervisory review** is particularly serious and demonstrates a **deliberate lack of openness**.

The board majority thereby shows disrespect for the authority of the supervisory bodyand acts in a manner inconsistent with the Foundations Act's requirements of objectivity, impartiality, and loyalty to the Foundation's purpose.

It is evident that the board majority, by selecting and maintaining their trust in **Wetterfors**, acts **disloyally toward the Foundation**.

By granting him access to **all internal information and trade secrets** without ensuring his **independence**, they have **deliberately conflated their personal interests with those of the Foundation**.

Furthermore, Wetterfors is a partner and colleague at Hellström Law Firm together with Attorney Magnus Andersson, who himself serves on boards within the Vidar Foundation network — reinforcing the impression of close ties and a high risk of conflicts of interest.

Thus, Attorney Wetterfors acts as the executive agent of the board majority, not as an independent legal adviser to the Foundation.

His work is used to **control the flow of information**, **shape the content of minutes**, and **provide legal assessments that favor the majority's position**. Such conduct is **incompatible with proper foundation governance** and constitutes a **clear breach of loyalty** toward the Foundation's **purpose and statutes**.

In addition, on behalf of the board majority and without any prior board decision, Wetterfors has contacted the County Administrative Board in an attempt to prevent the disclosure of agreements with Stolpe Publishing (*Appendix 22*).

These agreements form a **central part of the criticism** directed at the majority, and the effort to **keep them from public access** appears to be a **deliberate attempt to conceal irregularities**.

There are **no legitimate grounds** for such confidentiality.

The actions of the board majority — hiring and retaining consultants who act in their personal interest rather than in the Foundation's — reveal a profound breach of loyalty.

An **independent and law-abiding board** would **never tolerate** the use of legal representatives to **suppress criticism**, **conceal misconduct**, or **manipulate official documentation**.

Through this conduct, the board majority has placed **personal loyalties and private** interests above the Foundation's welfare, constituting a serious violation of the Foundations Act's duties of care and loyalty.

In sum, the actions of the board majority are marked by disloyalty, poor judgment, and undue influence over the Foundation's administration — conduct that gravely damages the Foundation's integrity and public trust.

10. Refusal to Provide Information and Contract Inventory

Following the County Administrative Board's initiation of supervisory proceedings in May 2025, the board majority has begun forwarding certain agreements to the undersigned Chairman.

However, this occurs **only after intervention by the authority**, and the documentation remains **incomplete and selective**.

In writing, and on several occasions during board meetings, I have **requested all agreements entered into since the employment of the current staff member**, as well as **a response to my contract inventory request** (*Appendix 23*). To this day, I have **received no response**, and **no complete list of agreements** has been provided.

This constitutes a **violation of the duty of disclosure** (*informationsplikt*) and prevents the Chairman from fulfilling his **statutory responsibility for the Foundation's management**.

I therefore request that the **County Administrative Board** specifically investigate:

- which agreements exist or have existed since 2019,
- who authorized them, and
- why they have been withheld from the Chairman.

11. Judgment of the Administrative Court of Appeal (Kammarrätten) – 10 July 2012, Case No. 254-12

The **Administrative Court of Appeal** has previously established that the **Chairman**, as the **representative of the af Klint family**, holds both the **right and the duty** to monitor and safeguard the Foundation's management (*Appendix 24*).

The Court stated:

"That he, in certain situations, should lack the right to participate in the Foundation's affairs would be contrary to the founder's will."

This judgment confirms the **Chairman's full right of access** to the Foundation's **financial and administrative information**. To deny such access therefore **violates both applicable law and the Foundation's statutes**.

It is noteworthy that the then-majority of the board (including Anders Kumlander and Ulf Wagner) were fully aware of the ruling's significance.

Their current actions — together with the present board majority — in obstructing the Chairman's access to full information in the same Foundation, demonstrate a serious lack of respect for the Swedish legal system.

12. Overall Assessment and Request

The evidence shows a **consistent and deliberate pattern** whereby the **board** majority acts in violation of the law, the Foundation's statutes, and principles of proper governance.

Their conduct appears intentional, aimed at marginalizing the Chairman, concealing financial decisions, and driving the Foundation toward the sale of artworks in order to benefit private interests outside the Foundation — such as the construction of an art hall and the payment of excessive salaries and consultancy fees.

The collective pattern demonstrates that the board majority:

- violates the statutes.
- disregards statutory accounting obligations,
- obstructs transparency, and
- uses the Foundation's funds for private purposes.

The Foundation is **no longer being managed in its own interest**, but rather to **benefit individual persons and external entities**.

This represents a long-standing and systematic breach of the fiduciary duty of loyalty(lojalitetsplikten).

13. Requests to the County Administrative Board

I therefore respectfully request that the **County Administrative Board**:

- 1. **Incorporate this submission** into the ongoing supervisory case.
- 2. Examine whether the Foundation fulfills §1 of its statutes (the purpose clause and continuity requirement).
- 3. Investigate the loyalty, budgeting practices, and contractual management of the board majority.
- 4. Conduct a specific review of the retainer agreement with Varg Gyllander AB, as well as all other agreements entered into with employees, consultants, Bokförlaget Stolpe, and other related parties.
- 5. Assess the suitability of the current board majority to remain in office, pursuant to Chapter 9, Section 2 of the Swedish Foundations Act (Stiftelselagen 9 kap. 2 §).
- In its assessment and decision, also consider the risk that the Anthroposophical Society in Sweden (ASiS) — under the Foundation's statutes — retains the right to appoint board members in certain circumstances.

This situation could lead to a repetition of the same control structure that Axel and Margaret Ax:son Johnson Foundation, Nordstjernan, and the Vidar Foundation have established by exerting influence over ASiS.

A decision that **neutralizes this risk** and ensures a **board that prioritizes the Foundation's best interests** is therefore desirable.

Appendices

Appendix 1: Response to County Administrative Board, 2025-09-30 (Erik af Klint)

References to Stockholm District Court, Case No. Ä 2676-25

Appendix 2: Court Record 1 (2025-02-07) – Application for dismissal

Appendix 3: Court Record 71 (2025-05-30) – Opposing party's statement

Appendix 4: Statement by Erik af Klint (2025-09-01)

Appendix 5: Foundation's Statutes, 1972

Appendix 6: Minutes, notice, and agenda – 2025-07-09

Appendix 7: Minutes, notice, and agenda – 2025-07-23

Appendix 8: Minutes, notice, and agenda – 2025-08-06

Appendix 9: Donation letter from the Axel and Margaret Ax:son Johnson Foundation to the Hilma af Klint Foundation

Appendix 10: Employment agreement – Jessica Höglund (see page 5)

Appendix 11: Supreme Administrative Court ruling on conflicts of interest (current and former board)

Appendix 12: The Agape Foundation and related entities

Appendix 13: The Tree of Knowledge Affair

Appendix 14: Supervisory notice – Stiftelsen Kulturcentrum Järna (SKCJ)

Appendix 15: Supervisory notice – Stiftelsen Antroposofins Hus (SAH)

Annual Reports – Reservations and Dissenting Opinions:

Appendix 16: Annual Report 2022 (pp. 21–23): Vote on adoption of report – dissent by Erik af Klint

Appendix 17: Annual Report 2023 (Directors' Report p.2; Note 4 p.8): Dispute over board composition and absence of valuation of artworks

Appendix 18: Annual Report 2024 (Dissent pp. 1–3; Note 4 p.7): Incorrect statement of purpose, deficiencies in accounting and inventory, unclear asset values

Additional Documents:

Appendix 19: Retainer Agreement – Varg Gyllander AB (undated)

Appendix 20: Minutes from board meeting 2025-09-03

Appendix 21: Board correspondence, May–August 2025

Appendix 22: Letter from Jonas Wetterfors to the County Administrative Board, sent without board decision

Appendix 23: Contract Inventory – 2025-06-24

Appendix 24: Administrative Court of Appeal judgment – 2012-07-10, Case No. 254-12

14. Closing Statement

I remain at the **County Administrative Board's disposal** for any further clarification and am **prepared to provide an oral account** if required.

My objective is that the **Hilma af Klint Foundation** regains a **board that places the Foundation's best interests first**, and that **respects the Foundations Act**, **the statutes**, **and the founder's will**.

The **current board majority** does **not** act in the Foundation's best interest, but rather to **advance external and private interests**.

With kind regards,

Erik af Klint

Chairman, *Stiftelsen Hilma af Klints Verk* Principal representative of the af Klint family

Stockholm, 12 October 2025