

## ANNUAL GENERAL MEETING OF AB VOLVO (publ)

AB Volvo (publ) hereby gives notice to attend the Annual General Meeting in Göteborg, Lisebergshallen, entrance from Örgrytevägen, Wednesday, April 2, 2014, at 3.00 p.m. Liseberg's main entrance opens at 1.00 p.m. and the doors to meeting hall open at 1.30 p.m.

### Proposed agenda

Matters:

1. Opening of the Meeting
2. Election of Chairman of the Meeting
3. Verification of the voting list
4. Approval of the agenda
5. Election of minutes-checkers and vote controllers
6. Determination of whether the Meeting has been duly convened
7. Presentation of the work of the Board and Board committees
8. Presentation of the Annual Report and the Auditors' Report as well as the Consolidated Accounts and the Auditors' Report on the Consolidated Accounts. In connection therewith, speech by the President
9. Adoption of the Income Statement and Balance Sheet and the Consolidated Income Statement and Consolidated Balance Sheet
10. Resolution in respect of the disposition to be made of the Company's profits
11. Resolution regarding discharge from liability of the members of the Board and of the President
12. Determination of the number of members and deputy members of the Board of Directors to be elected by the Meeting
13. Determination of the remuneration to be paid to the Board members
14. Determination of the remuneration to be paid to the Auditors
15. Election of the Board members and Chairman of the Board
16. Election of Auditors and Deputy Auditors
17. Election of members of the Election Committee
18. Resolution regarding amendment of the Instructions for the AB Volvo Election Committee
19. Resolution on the adoption of a Remuneration Policy for senior executives
20. Resolution on the Board of Directors' proposal for a long-term share-based incentive plan for senior executives comprising the years 2014-2016 including resolutions regarding
  - A. adoption of a share-based incentive plan, and
  - B. transfer of treasury shares to participants in the plan

### Motions

**Point 2:** The Election Committee proposes Sven Unger, Attorney at law, to be the Chairman of the Meeting.

**Point 10:** The Board of Directors proposes payment of a dividend of SEK 3.00 per share. Monday, April 7, 2014, is proposed as the record date to receive the dividend. If the Annual General Meeting resolves in accordance with the proposal, payment of the dividend is expected to be performed through Euroclear Sweden AB on Thursday, April 10, 2014.

**Point 12:** The Election Committee proposes nine members and no deputy members.

**Point 13:** The Election Committee proposes that the Chairman of the Board is awarded SEK 3,250,000 and each of the other Board members elected by the Annual General Meeting SEK 950,000 with the exception of the President. Furthermore, it is proposed that the Chairman of the Audit Committee is awarded SEK

300,000 and the other members in the Audit Committee SEK 150,000 each and that the Chairman of the Remuneration Committee is awarded SEK 125,000 and the other members of the Remuneration Committee SEK 100,000 each.

**Point 14:** The Election Committee proposes that the fee to the Auditors shall be paid in accordance with an approved invoice.

**Point 15:** Peter Bijur, Ravi Venkatesan and Ying Yeh will not stand for re-election. The Election Committee proposes re-election of Jean-Baptiste Duzan, Hanne de Mora, Anders Nyrén, Olof Persson, Carl-Henric Svanberg and Lars Westerberg and new election of Matti Alahuhta, James W. Griffith and Kathryn V. Marinello. The Election Committee further proposes re-election of Carl-Henric Svanberg as Chairman of the Board. A presentation of the candidates proposed by the Election Committee is available on AB Volvo's website; [www.volvokoncernen.se](http://www.volvokoncernen.se) or [www.volvogroup.com](http://www.volvogroup.com).

**Point 16:** The Election Committee proposes that the registered firm of auditors PricewaterhouseCoopers AB is elected as Auditor for a period of four years – until the close of the Annual General Meeting held during the fourth financial year after the appointment of the auditor.

**Point 17:** The Election Committee proposes that Carl-Olof By, representing AB Industrivärden, Lars Förberg, representing Cevian Capital, Yngve Slyngstad, representing Norges Bank Investment Management, Håkan Sandberg, representing Svenska Handelsbanken, SHB Pension Fund, SHB Employee Fund, SHB Pensionskassa and Oktogonen, and the Chairman of the Board of Directors are elected members of the Election Committee and that no fees are paid to the members of the Election Committee.

**Point 18:** The Election Committee proposes that the Annual General Meeting resolves to amend the Instructions for the AB Volvo Election Committee mainly in accordance with the following.

It is proposed to state in section "2.4 Members of the Election Committee" that when a proposal for a new Election Committee is prepared the largest shareholders shall be identified based on the ownership statistics received from Euroclear Sweden AB as of the last banking day in January each year. However, the Election Committee shall also have the possibility to take into consideration changes in ownership that occur thereafter, to the extent deemed appropriate and practically possible. Minor updates to section 2.1 are also proposed, constituting an adjustment to the 2010 version of the Swedish Corporate Governance Code.

**Point 19:** The Board of Directors proposes that the Annual General Meeting resolves to adopt the following Remuneration Policy for senior executives.

This Policy concerns the remuneration and other terms of employment for the Volvo Group Executive Team. The members of the Volvo Group Executive Team, including the President and any possible Deputy President, are in the following referred to as the "Executives".

This Policy will be valid for employment agreements entered into after the approval of the Policy by the Annual General Meeting and for changes made to existing employment agreements thereafter.

## 1 Guiding principles for remuneration and other terms of employment

The guiding principle is that the remuneration and the other terms of employment for the Executives shall be competitive in order to ensure that the Volvo Group can attract and retain competent Executives.

The annual report 2013 sets out details on the total remuneration and benefits awarded to the Executives during 2013.

## 2 The principles for fixed salaries

The Executive's fixed salary shall be competitive and based on the individual Executive's responsibilities and performance.

## 3 The principal terms of variable salary and incentive schemes, including the relation between fixed and variable components of the remuneration and the linkage between performance and remuneration

The Executives may receive variable salaries in addition to fixed salaries. The variable salary may, as regards the President, amount to a maximum of 75% of the fixed annual salary and, as regards the other Executives, a maximum of 60% of the fixed annual salary.

The variable salary may be based on inter alia the performance of the entire Volvo Group or the performance of a certain part of the Group where the Executive is employed. The performance will be related to the fulfilment of various improvement targets or the attainment of certain financial objectives. Such targets will be set by the Board and may relate to inter alia operating income, operating margin or cash flow. The Board may under certain conditions decide to reclaim variable salary already paid or to cancel or limit variable salary to be paid to the Executives.

The Annual General Meeting 2011 decided to adopt a share-based incentive program for senior executives in the Volvo Group relating to the financial years 2011, 2012 and 2013. Since the program adopted in 2011 has expired, the Board has decided to propose to the Annual General Meeting to be held in April 2014 to approve the adoption of a share-based incentive program for senior executives in Volvo relating to the financial years 2014, 2015 and 2016, based on the same principles as the program adopted in 2011.

## 4 The principal terms of non-monetary benefits, pension, notice of termination and severance pay

### 4.1 Non-monetary benefits

The Executives will be entitled to customary non-monetary benefits such as company cars and company health care. In addition thereto in individual cases company housing and other benefits may also be offered.

### 4.2 Pension

In addition to pension benefits which the Executives are entitled to according to law and collective bargaining agreements, Executives resident in Sweden may be offered two different defined-contribution plans with annual premiums. For the first plan the annual premiums amount to SEK 30,000 plus 20% of the pensionable salary over 30 income base amounts and for the second plan the annual premiums amount to 10% of pensionable salary. In the two defined-contribution plans, the pension earned will correspond to the sum of paid-in premiums and possible return without any guaranteed level of pension received by the employee. Further no definite retirement date is set in the two plans but premiums will be paid for the employee until his or her 65<sup>th</sup> birthday.

Executives resident outside Sweden or resident in Sweden but having a material connection to or having been resident in a country other than Sweden may be offered pension benefits that are competitive in the country where the Executives are or have been resident or to which the Executives have a material connection, preferably defined-contribution plans.

### 4.3 Notice of termination and severance pay

For Executives resident in Sweden, the termination period from the Company will be 12 months and 6 months from the Executive. In addition thereto, the Executive, provided that termination has

been made by the Company, will be entitled to 12 months' severance pay.

Executives resident outside Sweden or resident in Sweden but having a material connection to or having been resident in a country other than Sweden may be offered notice periods for termination and severance payment that are competitive in the country where the Executives are or have been resident or to which the Executives have a material connection, preferably solutions comparable to the solutions applied to Executives resident in Sweden.

5 The Board's preparation and decision-making on issues concerning remuneration and other terms of employment for the Volvo Group Executive Team

The Remuneration Committee is responsible for (i) preparing the Board's decisions on issues concerning principles for remuneration, remunerations and other terms of employment for Executives, (ii) monitoring and evaluating programs for variable remuneration, both ongoing and those that have ended during the year, for Executives, (iii) monitoring and evaluating the application of this Policy, and (iv) monitoring and evaluating current remuneration structures and levels in the Company.

The Remuneration Committee prepares and the Board decides on (i) terms of employment and remuneration of the President and the Deputy President, if any, and (ii) principles for remuneration (incl. pension and severance pay) for the Executives. The Remuneration Committee shall approve proposals on remuneration of the members of the Volvo Group Executive Team.

The Remuneration Committee is further responsible for the review and recommendation to the Board of share and share-price related incentive programs to be decided upon by the Annual General Meeting.

6 Authority to decide on deviations from this Policy

The Board of Directors may deviate from this Policy if there are specific reasons to do so in an individual case.

7 Information on earlier decisions on remuneration that has not become due for payment at the time of the Annual General Meeting's consideration of this Policy

The decisions already taken on remuneration to the Executives that has not become due for payment at the time of the Annual General Meeting 2014 fall within the frames of this policy.

**Point 20:**

**Background**

On the Annual General Meeting held in 2011, a share-based incentive plan for senior executives comprising the years 2011-2013, and consisting of three yearly plans, was adopted. For several years prior thereto, AB Volvo has, with the exception for 2010, offered annual equity based incentive plans to senior executives in the Volvo Group. The guiding principle for remuneration within the Volvo Group is that the remuneration and the other terms of employment for the executives shall be competitive in order to ensure that the Volvo Group can attract and retain competent executives.

In view of the above and with the aim of achieving increased alignment between the interests of the executives and the shareholders of AB Volvo, the AB Volvo Board proposes, after preparation by the Remuneration Committee, that the Annual General Meeting 2014 shall approve to:

- (i) implement a new long-term, share-based incentive plan comprising the years 2014-2016 according to the conditions set forth in point A below, and to
- (ii) transfer treasury shares to participants in the plan according to the conditions set forth in point B below.

Under the proposed incentive plan a participant may invest a certain percentage of his or her monthly gross base salary in Volvo B shares and may receive, per share invested and retained during a qualifying period of three years, one matching share and, if certain financial targets are achieved, one or several performance shares. The percentage of the monthly gross base salary to be invested in Volvo B shares is expected to be at least at the same level as initially chosen throughout the three years 2014-2016. If a participant for personal reasons is unable to participate at the initially chosen investment level, the CEO is authorized to make an exception from the investment requirement (if the participant is the CEO, the Chairman of the AB Volvo Board is so authorized). Any such exception is to be reported to the Remuneration Committee.

Participating members of the Group Executive Team (the “GET”) are expected to invest in and to retain on an ongoing basis, Volvo B shares at least to such extent that their respective holding of invested shares, together with matching shares and performance shares allotted and shares otherwise purchased, corresponds to a value of two annual base salaries for the CEO and one annual base salary for other members of the GET.

## **Proposal**

### **A. Long-term share-based incentive plan for senior executives in the Volvo Group comprising the years 2014-2016 (the “Plan”)**

#### **Duration and participation**

The proposed Plan consists of three yearly plans: one plan for 2014, one plan for 2015 and one plan for 2016. A maximum of 300 senior executives, including the members of the GET and other executives, nominated by the Remuneration Committee shall be offered to participate in each yearly plan. Nomination and offer shall take place yearly.

#### **Prerequisites**

The participation in the Plan and the terms and conditions for the Plan will only apply to the extent legally possible in the various jurisdictions concerned and that the administrative costs and financial efforts are reasonable in the opinion of the AB Volvo Board. The intention is that the terms and conditions for the Plan put forth under Plan Version I below will be offered only to senior executives in Belgium, China, France, Japan, Sweden and the United States of America. Senior executives in countries where the terms and conditions for Plan Version I will not be offered, will instead be offered to participate in the Plan on the terms and conditions put forth under Plan Version II below.

#### **Plan Version I**

##### *Main Principles*

The Plan Version I presupposes that the participants shall invest quarterly in Series B shares in AB Volvo (“**Investment Shares**”) at market price and keep those Investment Shares for a time period of at least three years from investment (the “**Holding Period**”). After the end of the Holding Period the participants may be allotted Volvo B shares as Matching and Performance Shares (defined below).

Allotment of Matching and Performance Shares under the Plan is always made on the conditions that (i) the participant makes an own investment in Investment Shares, (ii) the participant is still an employee of the Volvo Group at the time of allotment of shares except in good leaver situations, and that (iii) the participant still owns the Investment Shares invested in at the time of allotment. The number of shares to be allotted will increase if certain financial targets are met.

##### *Investment*

A participant in a yearly plan may, under such yearly plan, invest an amount corresponding to a percentage of his or her monthly gross base salary for each month that he or she participates in the yearly plan in question. The maximum percentage of the monthly gross base salary that could be

invested for each month of participation is 15 percent for the CEO and for other members of the GET and 10 percent for other participants.

The participant chooses the amount of his or her gross base salary that he or she wants to invest in Investment Shares under each yearly plan, within the percentage levels above. Deduction is made monthly from his or her net salary. Investment in Investment Shares will be made quarterly (immediately after the release of the quarterly report) for each participant by an external administrator of the Plan.

#### *Matching Shares*

At the end of the Holding Period, the participants will be allotted one Volvo B share (a “**Matching Share**”) for each Investment Share purchased at the beginning of the Holding Period and held thereafter until the respective Allotment Dates (as defined below). If the Annual General Meeting to be held following the expiry of any of the financial years 2014, 2015 or 2016 decides that no dividend shall be distributed to the shareholders, no Matching Shares shall thereafter be allotted under the yearly plan related to the financial year immediately preceding such decision by the Annual General Meeting.

#### *Performance Shares*

At the end of the Holding Period the participants may, in addition to any Matching Shares, be allotted Volvo B shares if certain financial targets are met (“**Performance Shares**”). The maximum number of Performance Shares for each Investment Share purchased at the beginning of the Holding Period is seven for the CEO, six for other members of the GET and five for other participants in the Plan.

#### *Time of Allotment*

Allotment of Matching Shares and Performance Shares related to Investment Shares invested in during a quarter is made quarterly in connection with each quarterly report of the Volvo Group, three years after the participants’ respective purchase of Investment Shares (the “**Allotment Dates**”). In good leaver situations, allotment of Matching Shares and Performance Shares may on an individual basis take place prior to the Allotment Dates.

### **Plan Version II**

#### *Main Principles*

For administrative, legal, tax and cost reasons the terms and conditions of the Plan Version I will not be offered to senior executives in all countries. Senior executives in countries where the terms and conditions for Plan Version I will not be offered, will instead be offered to participate in Plan Version II on conditions mainly corresponding to the conditions for Plan Version I, however without a matching element and with a cash-based allotment and on the other principal conditions set forth herein. The Plan Version II does consequently not presuppose any investments in Volvo B shares. AB Volvo will instead quarterly calculate a fictive number of Volvo B shares for each participant (“**Fictive Investment Shares**”), which will serve as basis for the allotment to be made under the Plan Version II. Furthermore, the allotment of shares will be replaced with an allotment in cash three years after each quarterly calculation of a number of Fictive Investment Shares has been made by AB Volvo (the “**Qualification Period**”). The cash allotment is always made on the condition that the participant is still an employee of the Volvo Group at the time of allotment, except in good leaver situations.

#### *Fictive Investment Shares*

For each calendar quarter during the Plan, AB Volvo will calculate a number of Fictive Investment Shares for each participant comprised by the Plan Version II, according to the following formula:

Number of Fictive Investment Shares for a calendar quarter = ten percent of the participant’s gross base salary for the relevant calendar quarter, (converted into SEK) divided by the Volvo B share price

(in SEK) at NASDAQ OMX Stockholm on the first date of purchase of Investment Shares according to the Plan Version I after the end of the calendar quarter in question.

#### *Cash Allotment*

At the end of the Qualification Period the participants may be allotted an amount (in local currency) equivalent to the market value of maximum five Volvo B shares for each Fictive Investment Share, if certain financial targets are met.

#### *Time of Allotment*

The cash allotment is made quarterly in connection with each quarterly report of the Volvo Group, three years after the Volvo Group has calculated the number of the Fictive Investment Shares to which the allotment relates (the “**Cash Allotment Dates**”). In good leaver situations, cash allotment may on an individual basis take place prior to the Cash Allotment Dates.

#### **Financial Targets**

The financial target for each yearly plan is that the Volvo Group’s ROE, as stated in the annual report for the relevant financial year (2014 for plan 2014, 2015 for plan 2015 and 2016 for plan 2016), amounts to at least 10 percent for plan 2014, 11 percent for plan 2015 and 12 percent for plan 2016. Maximum allotment to a participant will be effected if ROE reaches 25 percent for plan 2014, 26 percent for plan 2015 and 27 percent for plan 2016. Allotment of the first Performance Share or equivalent cash amount will be made at a ROE of 10.0, 11.0, and 12.0 percent, respectively, and allotment of Performance Shares and cash amounts will thereafter be made proportionally within the ROE interval.

#### **Limitation of Allotment**

The AB Volvo Board shall, in the event of exceptional conditions, be entitled to limit or omit allotment of Performance Shares and cash allotment according to the Plan Version II if such a measure is considered to be reasonable and consistent with the company’s responsibility towards its shareholders, employees and other interested parties.

#### **Authority to Adjust the Plan**

The AB Volvo Board may make amendments to the Plan to the extent such amendments are deemed necessary or appropriate in light of the circumstances at hand, for example to comply with relevant legal, tax or administrative requirements.

#### **Financing**

The shares to be allotted under the Plan Version I shall be existing shares. Assuming (i) that all eligible executives qualify for participation in the Plan Version I (thus assuming that no eligible executives qualify for participation in the Plan Version II) (ii) that the maximum investment level is applied by all 300 participants under each yearly plan (iii) that the current salary level of the 300 intended participants in each yearly plan is unchanged throughout the Plan (iv) that ROE for each of the financial years 2014-2016 reaches at least 25, 26 and 27 percent respectively and (v) a fixed share price of SEK 90 between the start of the plan 2014 and the last acquisition of Investment Shares under the plan 2016, the total number of Volvo B shares to be transferred as Matching Shares and Performance Shares under the Plan will amount to approximately 14,539,536 (whereof 4,846,512 for each yearly plan, respectively).

For the purpose of meeting AB Volvo’s obligations to deliver shares under the Plan Version I AB Volvo may enter into equity swaps with a third party or another arrangement with a third party, which would acquire and transfer the shares in its own name, and/or, subject to approval by the Annual General Meeting under point B below, transfer treasury shares to participants.

The fulfilment of AB Volvo’s obligations under the Plan Version II entails only cash transfers.

## **Costs and cash flow effects**

### *Effect on income statement*

The final cost of the proposed Plan is difficult to predict since it depends on several future parameters, such as the participants' investment levels, the ROE outcome and the development of the Volvo B share price during the Plan. An estimate of the final cost must thus be based on assumptions regarding those parameters, as made below.

The accumulated effect on the income statement (salary costs and social security costs) relating to the proposed Plan 2014-2016, is estimated to be minimum SEK 0 (no participation) and maximum MSEK 436.9 for each yearly plan (assuming (i) that all eligible executives qualify for participation in the Plan Version I and consequently no eligible executives qualify for participation in the Plan Version II, (ii) that a maximum investment level is applied by all 300 participants and (iii) maximum allotment of Performance Shares), whereof MSEK 70.1 relates to the Matching part and MSEK 366.8 relates to the Performance part. The estimates are based on the assumptions that the share price will be fixed at SEK 90 for the whole duration of the Plan and that the current salary level of the intended participants will remain unchanged for the whole duration of the Plan.

The participants comprised by the conditions set forth in the Plan Version II are not entitled to receive any Matching Shares, or the equivalent thereof. The salary and social security costs related to those participants will therefore, under the same assumptions as set forth in the second paragraph above, be less than for corresponding participants in the Plan Version I. The above estimate of the Plan's maximum effect on the income statement is thus based on full participation in the Plan Version I and no participation in Plan Version II.

### *Effect on Cash Flow*

Provided that treasury shares are used for delivery of shares under the Plan Version I, the cash flow effects of the Plan Version I will only be related to social security costs, to an estimated amount as stated below.

If the Annual General Meeting 2014 does not approve the transfer of treasury shares to participants in the Plan, AB Volvo has to transfer Volvo B shares to the participants in the Plan Version I through a third party arrangement. This would lead to a negative cash flow effect as these shares will need to be acquired in the market. The final cash flow effect of the proposed Plan in such a situation is however difficult to predict since it depends on several future parameters, such as the participants' investment levels, the ROE outcome and the development of the Volvo B share price during the Plan. An estimate of the final cash flow effect must thus be based on assumptions regarding those parameters, as made below.

Assuming (i) that all eligible executives qualify for participation in the Plan Version I (thus assuming that no eligible executives qualify for participation in the Plan Version II) (ii) that the maximum investment level is applied by all 300 participants under each yearly plan (iii) that the current salary level of the 300 intended participants in each yearly plan is unchanged throughout the Plan (iv) that ROE for each of the financial years 2014-2016 reaches at least 25, 26 and 27 percent respectively and (v) that the share price will be SEK 90 at implementation of each of the yearly plans and remain at the same level until the final allotment of shares has been made, the total cash flow effect of each yearly plan will amount to approximately MSEK 436.9 (including social security costs of approximately MSEK 100.8).

The participants comprised by the conditions set forth in the Plan Version II are not entitled to receive any Matching Shares, or the equivalent thereof. The cash flow effects related to those participants will therefore, under the same assumptions as above, be less than for corresponding participants in the Plan Version I if treasury shares could not be used for delivery of shares to participants in the Plan. The above estimate of the Plan's maximum effect on the cash flow is thus based on full participation in the Plan Version I and no participation in Plan Version II.



### **Dilution**

AB Volvo has approximately 2.1 billion registered shares. As per 31 December 2013, AB Volvo held approximately 100 million shares in treasury. In order to implement the proposed Plan a total of approximately 14.5 million Volvo B shares are required, assuming a share price throughout the Plan's periods of SEK 90. The transfer of the approximately 14.5 million Volvo B shares to the participants free of consideration, could cause a dilutive effect of approximately 0.7 percent on earnings per share.

### **Majority rules**

The resolution as regards the approval of the Plan as such requires that more than half of the votes cast at the Annual General Meeting approve the proposal.

### **Description on ongoing variable remuneration plans**

Volvo's ongoing variable remuneration plans are described in the Annual Report 2013 in Note 27 to the Consolidated Financial Statements and on AB Volvo's website.

## **B. Transfer of treasury shares to participants in the Plan**

### **Transfer of treasury shares to participants in the Plan**

Transfer of shares of series B in AB Volvo in order to fulfill AB Volvo's undertakings according to the Plan on the following terms and conditions:

1. The right to acquire shares shall accrue to participants in the Plan and to subsidiaries within the Volvo Group. Such subsidiaries shall be obligated to immediately transfer, free of consideration, shares to participants covered by the terms and conditions of the Plan.
2. The participants in the Plan and subsidiaries within the Volvo Group shall exercise their rights to acquire shares during the period when the participants in the Plan are entitled to receive shares, on one or more occasions, pursuant to the terms and conditions of the Plan, i.e. during the period to and including 2020.
3. Participants in the Plan and Volvo Group subsidiaries shall receive shares of series B in AB Volvo, free of consideration.
4. The reason for deviating from the shareholders' preferential rights is to minimize the cash flow effect of fulfilling AB Volvo's undertakings according to the Plan.
5. The maximum number of shares of series B that may be transferred shall be the total number of treasury shares held by AB Volvo upon execution of the resolution to transfer the shares.

### **Majority rules**

The resolution on transfer of treasury shares to participants in the Plan requires that shareholders representing at least nine-tenths of the votes cast as well as the shares represented at the Annual General Meeting approve the proposal.

### **Provision of documents**

The proposals by the Election Committee regarding Board of Directors, Auditors and amendment of the Instructions for the AB Volvo Election Committee together with its statement explaining the proposals regarding the Board of Directors, the Board of Directors' proposals and statement pursuant to Chapter 18 Section 4 of the Swedish Companies Act are available on AB Volvo's website; [www.volvogroup.com](http://www.volvogroup.com) or [www.volvokoncernen.se](http://www.volvokoncernen.se), and at AB Volvo's Headquarters, Amazonvägen, Torslanda, Göteborg.

The Annual Report, the Auditor's Report and the Auditor's statement pursuant to Chapter 8, Section 54 of the Swedish Companies Act will be available on AB Volvo's website; [www.volvogroup.com](http://www.volvogroup.com) or [www.volvokoncernen.se](http://www.volvokoncernen.se), and at AB Volvo's Headquarters, Amazonvägen, Torslanda, Göteborg at the latest from March 12, 2014 and onwards.

The aforementioned documents will be sent on request to such shareholders who provide their address from the date they come available. The documents will also be available at the Annual General Meeting.

### **The number of shares and votes**

When this notice to attend the Annual General Meeting was issued, the total number of shares in the Company was 2,128,420,220, distributed among 519,298,553 series A shares (1 vote per series A share), and 1,609,121,667 series B shares (1/10 vote per series B share). The total number of votes was 680,210,719.7. The Company's holding of own shares amounted to 100,320,488, distributed among 20,728,135 series A shares and 79,592,353 series B shares, corresponding to 28,687,370.3 votes. The Company may not vote its holding of its own shares.

### **Information at the Annual General Meeting**

Upon request by any shareholder and where the Board of Directors believes that such may take place without significant harm to the Company, the Board of Directors and the President should provide information at the Annual General Meeting in respect of any circumstances which may affect the assessment of a matter on the agenda, and any circumstances which may affect the assessment of the Company's or a subsidiary's financial position and as regards the Company's relationship to other group companies.

### **Right to participate in the Annual General Meeting**

Participation in AB Volvo's Annual General Meeting is limited to those who are recorded as shareholders in the share register on March 27, 2014 and who give notice of their intention to participate in the Annual General Meeting to AB Volvo no later than March 27, 2014.

### **Registration in the share register**

AB Volvo's share register is maintained by Euroclear Sweden AB. Only owner-registered shares are listed in the names of the shareholders in the share register. To be entitled to participate in the Annual General Meeting, owners of shares registered in the name of a trustee must have the shares registered in their own names. Shareholders who have trustee-registered shares should, in good time prior to March 27, 2014, request owner-registration, which could be temporary, at the bank or broker holding the shares. Trustees normally charge a fee for this.

### **Notice to AB Volvo**

Notice of intention to participate in the Annual General Meeting can be given:

- by telephone, +46 8 402 90 76
- by mail addressed to AB Volvo (publ), "AGM", P.O. Box 7841, SE-103 98 Stockholm, Sweden
- on AB Volvo's website; [www.volvogroup.com](http://www.volvogroup.com) or [www.volvokoncernen.se](http://www.volvokoncernen.se)

In providing such notice, the shareholder should state:

- name
- personal registration number (corporate registration number)
- address and telephone number
- name and personal registration number of the proxy, if any
- the number of any accompanying assistant(s) (maximum two assistants)

Shareholders who wish to participate in the Annual General Meeting must submit notice prior to expiration of the notice period on March 27, 2014. If you wish to be accompanied by an assistant, notification to this

effect must be provided as specified above. Please note that notice of intention to participate could be given per telephone no later than 4.00 p.m. on March 27, 2014.

Shareholders who are represented by proxy must issue a written, dated proxy for the representative. Such proxy forms are available on the Company's website [www.volvogroup.com](http://www.volvogroup.com) or [www.volvokoncernen.se](http://www.volvokoncernen.se). The proxy in original should be sent to the Company at the above address in good time prior to the Annual General Meeting. The proxy may not be older than one year unless it states that it is valid for a longer period of time, although the validity of the proxy may not exceed five years. If the proxy is issued by a legal entity, a certified copy of the registration certificate or an equivalent certificate of authority must be submitted to the company. Note that shareholders who are represented by proxy must notify the Company of their participation according to the above instructions and be registered as shareholders in the share register on March 27, 2014.

**Miscellaneous**

Liseberg's main entrance opens at 1.00 p.m. and hot dogs will be served at entrance.

Göteborg, March 2014

AB Volvo (publ)

The Board of Directors