Charles Schwab Worldwide Funds plc

(The "Company")

Addendum

dated February 18, 2014

to

Prospectus

dated 1 October 2012

This Addendum should be read in the context of and in conjunction with the general description of the Company contained in the prospectus dated 1 October 2012 (the "**Prospectus**"). Distribution of this Addendum is not authorised unless accompanied by a copy of the Prospectus.

Words and expressions not specifically defined herein shall bear the same meaning as that attributed to them in the Prospectus.

Use of Repurchase/Reverse Repurchase Agreements

The section entitled "Use of Repurchase/Reverse Repurchase Agreements" on pages 18 and 19 of the Prospectus is deleted and replaced by the following:

> **"Use of Repurchase/Reverse Repurchase Agreements**
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> A Fund may enter into repurchase agreements under which it acquires securities from a seller (for example, a bank or securities dealer) who agrees, at the time of sale, to repurchase the security at a mutually agreed-upon date (usually not more than seven days from the date of purchase) and price, thereby determining the yield to the Fund during the term of the repurchase agreement. The resale price reflects the purchase price plus an agreed upon market rate of interest which is unrelated to the coupon rate or maturity of the purchased security. The Fund may enter into reverse repurchase agreements under which it sells a security and agrees to repurchase it at a mutually agreed upon date and price. An investment by a Fund in repurchase and reverse repurchase agreements shall be subject to the conditions and limits set out in the UCITS Regulations (as may be amended from time to time). The provisions of the UCITS Notices as of the date of this Prospectus are summarised below.
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> Subject to the UCITS Regulations, a Fund may enter into repurchase agreements and reverse repurchase agreements ("repo contracts") only in accordance with normal market practice and provided that collateral obtained under the repo contract meets the following criteria: (i) collateral received

other than cash is highly liquid and traded on a regulated market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a price that it close to its pre-sale valuation; (ii) it is valued on at least a daily basis; (iii) assets that exhibit high price volatility should not be accepted as collateral unless suitably conservative haircuts are in place; and (iv) it is of high quality. A Fund may only enter into repo contracts with counterparties which are rated A2 or equivalent, or must be deemed by the Fund to have an implied rating of A-2 or equivalent. Alternatively, an unrated counterparty is acceptable where the Fund is indemnified against losses suffered as a result of a failure by the counterparty, by an entity which maintains a rating of A2 or equivalent. In the event a counterparty to a repo contract is downgraded to below the level specified above, the Fund will adopt as a priority objective the remedying of the situation over a reasonable timeframe, taking into account the best interests of the Shareholders.

Until the expiry of a repo contract, collateral obtained must: (a) equal or exceed, in value, at all times, the value of the amount invested or securities loaned; (b) in the case of title transfer, be held by the Custodian, or, in other cases, by the Custodian or a third party custodian which is subject to prudential supervision, and which is unrelated to the provider of the collateral; and (c) be immediately available to the Fund without reference to or approval from the counterparty. Non-cash collateral (i) cannot be sold, pledged or re-invested; (ii) must be issued by an entity independent of a counterparty; (iii) must not be expected to display a high correlation with the performance of the counterparty; and (iv) must be sufficiently diversified in terms of issuers, markets or country.

Collateral will be valued, on a daily basis, using available market prices and taking into account appropriate discounts which will be determined by the Fund based on its haircut policy. The policy takes into account the credit quality of the issuer of the collateral, price volatility and the result of any liquidity stress tests carried out.

The Fund must ensure that it is able at any time to terminate a repurchase or reverse repurchase agreement or recall any securities or the full amount of cash subject to the repurchase or reverse repurchase agreement respectively, unless the agreement is entered into for a fixed term not exceeding seven days.

Cash received as collateral may only be invested in the following:

(i) deposits with a Relevant Institution;

(ii) government or other public securities;

(iii) certificates of deposit issued by Relevant Institutions;

(iv) repurchase agreements provided the transactions are with credit institutions subject to prudential supervision and the Fund is able to recall at any time the full amount of cash on an accrued basis; and short-term money market funds.

Invested cash collateral should be diversified in accordance with the diversification requirement applicable to non-cash collateral. Invested cash collateral may not be placed on deposit with the counterparty or a related entity.

Any income or other income paid on securities which are the subject of repo contracts shall accrue to the benefit of the Fund. No costs or fees will be deducted from that income.

Repo contracts do not constitute borrowing or lending for the purposes of the UCITS Regulations."

The section entitled "Use of Financial Derivative Instruments and Fund Investment Techniques" on page 62 of the Prospectus is deleted and replaced by the following:

"The Fund may employ fund investment techniques for efficient portfolio management purposes as described under "Use of Financial Derivative Instruments and Fund Investment Techniques" in the Prospectus. In particular, the Fund may enter into repurchase agreements and reverse repurchase agreements. The efficient portfolio management purposes for which the Fund intends to employ fund investment techniques are reduction of risk, reduction of cost and the generation of additional capital or income for the Fund with an appropriate level of risk, taking into account the risk profile of the Fund and the general provisions of the UCITS Directive. The Fund will not enter into FDI."

Financial Conduct Authority

Each reference in the Prospectus to the FSA or the United Kingdom Financial Services Authority shall be deleted and replaced with references to, respectively, the FCA or the Financial Conduct Authority.

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