

**EU INFORMATION DOCUMENT
UNDER THE EU PROSPECTUS REGULATION**



**SYNOPSYS, INC.
EMPLOYEE STOCK PURCHASE PLAN**

INFORMATION DOCUMENT

**IMPORTANT INFORMATION FOR ELIGIBLE EMPLOYEES
IN THE EUROPEAN UNION ("EU") / EUROPEAN ECONOMIC AREA ("EEA") / UNITED KINGDOM ("UK")**

Introduction

Synopsys, Inc. (the "**Company**" or the "**Issuer**") offers to certain eligible employees (including employees in the EU/EEA/UK) the opportunity to purchase shares of the Company's common stock, par value USD 0.01 (the "**Shares**"), under the Synopsys, Inc. Employee Stock Purchase Plan, as amended (the "**Plan**"), at a discounted purchase price through contributions that are made by payroll deductions. This information document provides information about the number and nature of the securities and the reasons for and details of the offer. To that end, this information document describes the Issuer, the Plan, the grant of purchase rights under the Plan (the "**Purchase Rights**") and the Shares to be purchased. This information document was made available on February 1, 2022 and will remain valid through August 31, 2022.

Exemption from the EU Prospectus Regulation

To the extent offers to purchase Shares under the Plan are offers of securities to the public in the EU/EEA, the Issuer can claim an exemption from the obligation to publish a prospectus which meets the requirements set forth in Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (the "**Prospectus Regulation**"). Article 1(4)(i) of the Prospectus Regulation exempts issuers from the obligation to publish a prospectus if the securities are offered to existing or former directors or employees by their employer or by an affiliated undertaking provided that the present document is made available to the eligible employees (the "**Exemption**"). Accordingly, in reliance on the Exemption, for offers under the Plan made after this information document is made available to eligible employees, the Issuer has not prepared or filed a prospectus with any competent regulatory authority in the EU/EEA or the UK¹, and no such prospectus has been approved and/or published in the EU/EEA or the UK.

This document does not constitute a prospectus. Instead, this document contains the information that the Company must make available to employees in the EU/EEA and the UK in order to comply with the Exemption.

Information about the Issuer

The Issuer is a publicly traded U.S. corporation which has listed its Shares on the Global Select Market of the Nasdaq Stock Market (the "**Nasdaq**") under the ticker symbol "SNPS." Shares issued under the Plan will also be listed on the Nasdaq. You may ascertain the current per Share market price as traded on the Nasdaq at: <https://www.nasdaq.com/market-activity/stocks/snps>.

¹ The exemption has been incorporated into UK domestic law in Rule 1.2.3 of the UK Prospectus Rules contained in the Financial Conduct Authority's Handbook.

The International Securities Identification Number (the “**ISIN**”) for the Shares is US8716071076. The U.S. security identification number (the “**CUSIP number**”) for the Shares is 871607107.

The Issuer’s address is 690 East Middlefield Road, Mountain View, California 94043 U.S.A.

Additional information about the Issuer can be found on the Company’s website at <https://www.synopsys.com/company/investor-relations.html>. Further, filings made by the Company with the U.S. Securities and Exchange Commission (“**SEC**”) are available on the Company’s website or the SEC’s website at <http://www.sec.gov>. Note that the total number of Shares issued and outstanding can be found in the Company’s Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and other documents that the Company files from time to time with the SEC. You also can request copies of the filings by contacting the Company at:

Synopsys, Inc.
Attn: Investor Relations Department
690 East Middlefield Road
Mountain View, California 94043
Telephone number: +1 (650) 584-4257
Email: invest-info@synopsys.com

Reasons for the Offer

The purpose of the Plan is to provide eligible employees with the opportunity to acquire a proprietary interest in the Company through the periodic purchase of Shares by means of payroll deductions.

Details of the Offer

Administration

The Plan is administered by the Company’s board of directors (the “**Board**”) or a committee or persons designated by the Board to administer the Plan (the “**Plan Administrator**”).

Eligibility

Employees who are employed by the Company or one of its designated corporate affiliates (“**Participating Companies**”) on March 1 or September 1 (the “**Semi-Annual Entry Dates**”) and satisfy certain minimum service requirements are generally eligible to participate in the Plan. The Plan does not permit Purchase Rights to be granted to any otherwise eligible employee if such individual would, immediately following the grant, own or hold outstanding options or other rights to purchase 5% or more of the total combined voting power or value of all classes of stock of the Company or of any of its affiliates.

Time Frame of the Offer and Enrollment

The Plan is offered through successive “**Offering Periods**,” which are each twenty-four (24) months in duration. Within each Offering Period, there are four (4) successive purchase periods which are each six (6) months in duration and commence on March 1 and September 1 each year (the “**Semi-Annual Participation Periods**”).

An employee who is eligible to participate in the Plan may become a “**Participant**” in the Plan by completing the enrollment form by such date established by the Plan Administrator from time to time. At the end of each Offering Period, each Participant who continues to be eligible to participate in the Plan will be automatically re-enrolled in the next Offering Period, unless the Participant withdraws from the Plan.

Minimum and Maximum Amount of Contributions

A Participant may purchase Shares under the Plan solely by means of payroll deductions (*i.e.*, the employer automatically deducts this amount from the Participants’ after-tax earnings on each pay date). Participants

may authorize payroll deductions in an amount up to 15% of their earnings, provided, however, that a Participant's payroll deductions may not exceed \$10,000 during any Semi-Annual Participation Period.

Earnings generally refer to all compensation paid as wages, salaries, commissions, overtime and bonuses (other than bonuses subject to repayment as a result of a specified future event), but excludes all of the following items (even if included in taxable income): reimbursements, car allowances or other expense allowances, severance pay, fringe benefits (cash and noncash), moving expenses, deferred compensation, income attributable to stock options, restricted stock grants, stock appreciation rights and other equity-related incentive programs and welfare benefits.

The Participant must specify in the enrollment form the percentage (in whole percentages) which he/she authorizes for deduction from his/her compensation for contribution to the Plan. A Participant may reduce (including a reduction to 0%) his/her payroll deduction percentage no more than once during any Semi-Annual Participation Period by filing the appropriate form with the Plan Administrator, and any such reduction will be effective as soon as administratively practicable. A Participant may increase his/her rate of payroll deductions only prior to the commencement of the next Offering Period, to be effective for such subsequent offering. If a Participant has not followed such procedures to change the rate of payroll deductions, the rate of payroll deductions shall continue at the originally elected rate throughout the Semi-Annual Participation Period and future Semi-Annual Participation Periods (including Semi-Annual Participation Periods of subsequent Offering Periods).

All payroll deductions made on behalf of a Participant will be credited to the Participant's book account under the Plan. No interest will be paid or credited to the account of any Participant with respect to such payroll deductions (except to the extent payment of interest on such amount is required by the laws of any applicable jurisdiction).

Details of the Price

The purchase price per Share is 85% of the lesser of (i) the fair market value of a Share on the first day of an Offering Period and (ii) the fair market value of a Share on the last business day of any Semi-Annual Participation Period.

If the fair market value of a Share on the first day of a new Semi-Annual Participation Period during an Offering Period is less than it was on the first day of an Offering Period, then that Offering Period will immediately terminate and a new Offering Period will commence on that date.

For purposes of the Plan, the term "fair market value" means the closing sales price for a Share (or the closing bid, if no sales were reported) as quoted on Nasdaq on the relevant determination date (or if the relevant determination date is not a trading day, then the trading day immediately preceding the determination date), as reported in The Wall Street Journal or such other source as the Board deems reliable.

Nature of the Offer

The accumulated payroll deductions are used to purchase Shares at a discount on the last business day of each Semi-Annual Participation Period (*i.e.*, the last business day of February and August) provided, however, that no Participant may purchase more than 4,000 Shares in any one Semi-Annual Participation Period. The Company may also specify a maximum number of Shares that may be purchased by all Participants on any one purchase date (currently, this limit is 2,000,000 Shares).

Any accumulated payroll deductions that are not used to purchase Shares (*e.g.*, because such amount cannot be used to purchase a whole Share) will be refunded without interest (unless otherwise required by applicable law), as soon as reasonably practicable.

Number and Nature of the Securities Offered

The maximum number of Shares that may be issued pursuant to the Plan is 50,700,000 Shares. Shares offered under the Plan can be either treasury Shares or newly issued Shares, at the Board's sole discretion.

Delivery

Following the end of each Semi-Annual Participation Period, the number of Shares purchased by each Participant will be deposited into the Participant's brokerage account and must be maintained in that account until such Shares are sold.

Commission

A commission will be charged by the Company's designated Plan broker, E*TRADE Securities LLC, at the time Shares purchased under the Plan are sold. In addition, the SEC imposes a fee on the transfer of Shares. This fee is paid to the SEC at the time of sale and is required for all equity trades.

Termination of Participation in the Plan

A Participant may withdraw from the Plan at any time, excluding the 5-business day period immediately preceding the last business day of any Semi-Annual Participation Period, in which case, the amount of any accumulated payroll deductions will be returned to the Participant without interest (except to the extent payment of interest on such amount is required by the laws of any applicable jurisdiction).

Termination of Employment

In the event any Participant terminates employment for any reason (except death or by reason of leave of absence) prior to the expiration of a Semi-Annual Participation Period, the Participant's participation in the Plan will immediately terminate and all amounts credited to the Participant's account will be paid to the Participant without interest (except to the extent payment of interest on such amount is required by the laws of any applicable jurisdiction).

In the event that the Participant ceases to be an eligible employee by reason of death, the Participant (or his/her heirs in the event of death) will receive a refund without interest (except to the extent payment of interest on such amount is required by the laws of any applicable jurisdiction) of all funds credited to the Participant's account. In the event the Participant goes on a leave of absence, the Participant's right to continued participation in the Plan will be governed by the terms of the Company.

Non-transferability of Purchase Rights

Purchase Rights granted under the Plan cannot be transferred in any way by Participants other than by will or the applicable laws of descent and distribution.

Restriction on Shares and Transferability

The Shares under the Plan are registered on a registration statement on Form S-8 with the SEC and are generally freely transferable (subject to any transferability restrictions resulting from applicable insider trading laws and the Company's insider trading policy).

The Plan is intended to provide Shares for investment and not for resale. The Company does not, however, intend to restrict or influence any employee in the conduct of his or her own affairs. An employee, therefore, may sell Shares purchased under the Plan at any time he or she chooses, subject to compliance with any applicable securities laws. The employee assumes the risk of any market or currency fluctuations in the price of the Shares. Moreover, the employees' attention is drawn to the risk of investing in the Company's Shares generally as described, in particular, in the "Risk Factors" section in the Company's Annual Reports

on Form 10-K, Quarterly Reports on Form 10-Q and other documents that the Company files from time to time with the SEC.

Termination, Suspension, or Amendment of the Plan

The Plan will continue in effect until terminated by the Board. The Board may amend, alter, suspend, discontinue or terminate the Plan at any time.

Information on the Shares and Rights Attached to the Shares

The Shares acquired under the Plan are Shares of the Company, which will allow a stockholder to participate in:

- *Dividends* – However, the Company does not currently pay dividends on Shares.
- *Voting* – As a stockholder, an employee will be entitled to vote at the Company’s stockholder meetings where each of the Shares will count for one vote.
- *Information Reporting* – As a stockholder, an employee will have the right to receive certain information from the Company, such as the Company’s annual report to stockholders and annual proxy statement. The Company can make such information available for its stockholders at its office and/or via its website.
- *Liquidation Proceeds* – In the event of liquidation, dissolution or winding up of the Company, the holders of Shares are entitled to share ratably in all assets remaining after payment of or provisions for the Company’s liabilities, subject to prior rights or preferred stock, if any, then outstanding.
- *No Preemptive, Redemptive or Conversion Provisions* – The Shares are not entitled to preemptive rights and are not subject to conversion or redemption.

With respect to Shares subject to a Purchase Right, an employee will not be deemed a stockholder with the above rights until the Shares have been purchased and delivered to the employee.

The Company may issue other classes of shares and/or securities which are not part of this offer and the Plan.

Note that the Company may, at any time, but subject to the passing of a stockholder vote, amend its Bylaws and/or Restated Certificate of Incorporation in a way that impacts the rights of its stockholders. These documents can be found at <https://www.synopsys.com/company/investor-relations.html>.

Additional Information about the Plan

Additional information about the Plan can be found on the Company’s intranet site at <https://synopsysworld/>. Requests for information about the Plan also can be directed to the Company at:

Synopsys, Inc.
Attn: Shareholder Services
690 East Middlefield Road
Mountain View, California 94043
Telephone number: +1 (650) 584-1964
Email: stock@synopsys.com

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