

**VITAL FARMS, INC.**  
**INCENTIVE COMPENSATION RECOUPMENT POLICY**  
**Effective Date: November 14, 2022**

**1. INTRODUCTION**

The Board of Directors (the “**Board**”) of Vital Farms, Inc. (the “**Company**”) has determined that it is in the best interests of the Company to adopt this Incentive Compensation Recoupment Policy (the “**Policy**”) providing for the Company’s recoupment of certain Incentive Compensation (as defined below) paid to Covered Officers (as defined below) of the Company under certain circumstances. The Board may delegate determinations to be made under the Policy to a committee of the Board (the “**Committee**”), and the Board and any such authorized Committee are collectively referred to in this Policy as the “**Board**.” As of the Effective Date of this Policy, the Board has delegated such authority to its Compensation Committee.

This Policy shall be administered by the Board and, except as specifically provided herein, the Board shall have full and final authority to make any and all determinations required under this Policy. Any determination by the Board with respect to this Policy shall be final, conclusive and binding on all interested parties. The Board or the Committee shall review this Policy periodically (and at least annually) and may amend or terminate this Policy at any time.

**This Policy may be revised upon the establishment of listing standards under Rule 10D-1 of the Securities Exchange Act of 1934, as amended, which implemented the provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act.**

**2. EFFECTIVE DATE**

This Policy shall apply to all Incentive Compensation paid or awarded on or after the date of adoption of this Policy, as and to the extent permitted by applicable law.

**3. DEFINITIONS**

For purposes of this Policy, the following terms shall have the meanings set forth below:

“**Accounting Restatement**” means the Company is required to prepare an accounting restatement for any fiscal quarter or year which is the result of the process of revising previously issued financial statements to reflect the correction of one or more errors that are material to those financial statements.

“**Covered Officer**” means a current or former officer of the Company who is or was designated as an “officer” for purposes of Section 16 of the Securities Exchange Act of 1934, as amended, by the Board or an appropriate committee of the Board.

“**Incentive Compensation**” means any compensation that is granted, earned or vested based on formulaic assessment of objective performance criteria.

“**Misconduct**” means any of the following that causes or could reasonably be expected to cause material harm to the Company: (1) intentional fraud or dishonesty; (2) intentional violation of a Company rule, policy or agreement; (3) knowing violation of Securities and Exchange Commission rules or regulations; or (4) intentional breach of fiduciary duty or duty of loyalty to the Company.

“**Recoverable Incentive Compensation**” means Incentive Compensation granted, vested or paid to

a Covered Officer during the three (3) years preceding the date on which the Company is required to prepare the Accounting Restatement. For clarity, Incentive Compensation granted during such three-year period but scheduled to vest or be paid in a future year shall be Recoverable Incentive Compensation.

*“Triggering Event”* means a determination by the Board in its sole discretion that a Covered Officer’s Misconduct contributed to the error(s) that resulted in the obligation for an Accounting Restatement.

#### **4. RECOUPMENT**

**a. Recoupment Generally.** Pursuant to the provisions of this Policy, if there is a Triggering Event, the Company may, at the sole discretion of the Board, seek recoupment of up to the full amount of the Recoverable Incentive Compensation.

**b. Sources of Recoupment.** To the extent permitted by applicable law, the Board, in its sole discretion, may seek recoupment from a Covered Officer from any of the following sources: direct repayment of Recoverable Incentive Compensation previously paid to the Covered Officer; future payments of other Incentive Compensation; and cancellation of outstanding Incentive Compensation. To the extent permitted by applicable law, the Company may also offset the recoupment amount owed to the Company against any compensation or other amounts owed by the Company to the Covered Officer.

**c. Board Discretion Generally.** In exercising its business judgment under this Policy, the Board may consider whether asserting a claim against the Covered Officer may violate applicable law or prejudice the Company’s interests in any way, including in a proceeding or investigation, whether the cost of asserting a claim against the Covered Officer would exceed the amount of Recoverable Incentive Compensation the Company would be likely to receive, and any other factors it deems relevant to the determination. In determining whether to seek recovery and the amount of recoupment, if any, the Board may consider the seriousness of the Misconduct and whether the Covered Officer was unjustly enriched. The Board may, in its sole discretion, also reduce the amount to be repaid by the amount determined by the Board to reasonably take into account the adverse tax consequences of such repayment to the Covered Officer.

**d. Board Discretion Regarding Determination of Misconduct.** Determinations of whether and when Misconduct has occurred shall be made by the Board in its sole discretion independently of management, and the Board shall not be bound by determinations by management that a Covered Officer has or has not met any particular standard of conduct under law or Company policy. The determination of whether Misconduct has occurred shall be made following appropriate investigation and, to the extent practicable, within a reasonable time following the Board becoming aware of the event or circumstance that potentially forms the basis for Misconduct; provided, however, that, in the event of any litigation, pre-suit demand, government investigation or similar proceeding relating to such Misconduct, the determination of Misconduct shall be deferred until such time as the Board determines to be appropriate.

#### **5. SEVERABILITY**

If any provision of this Policy or the application of any such provision to any Covered Officer shall be adjudicated to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Policy, and the invalid, illegal or unenforceable provisions shall be deemed amended to the minimum extent necessary to render any such provision or application enforceable.

## **6. NO IMPAIRMENT OF OTHER REMEDIES**

This Policy does not preclude the Company from taking any other action to enforce a Covered Officer's obligations to the Company, including termination of employment, institution of civil proceedings, or reporting of the Misconduct to appropriate government authorities. This Policy is in addition to the requirements of Section 304 of the Sarbanes-Oxley Act of 2002 that are applicable to the Company's Chief Executive Officer and Chief Financial Officer.