

EXHIBIT A

DOUGLAS ELLIMAN INC. DISCRETIONARY COMPENSATION CLAWBACK POLICY (ADOPTED AS OF [•], 2026)

I. GENERAL

Douglas Elliman Inc. (the “Company”) has adopted this discretionary compensation clawback policy (this “Policy”) to provide for the recovery or “clawback” of Incentive-Based Compensation earned by current or former Executive Officers of the Company in the event of Misconduct (each, as defined herein).

The Company also maintains an Executive Compensation Clawback Policy (the “Mandatory Policy”) to provide for the recovery of “Incentive-Based Compensation” in the event of a “Restatement” (each, as defined in the Mandatory Policy) that is intended to comply with, and will be interpreted to be consistent with, the requirements of Section 303A.14 of the New York Stock Exchange Listed Company Manual.

Certain terms used in this Policy are defined in Section VII below.

II. PROCEDURE; AMOUNT SUBJECT TO RECOVERY

- a. ***Statement of Policy.*** The Compensation and Human Capital Committee (the “Committee”) of the board of directors of the Company (the “Board”) shall recover the Clawback Amount (as defined herein) in the event that the Committee determines that (i) a current or former Executive Officer of the Company has committed a material violation of federal or state law related to their service to the Company and (ii) such person’s conduct rises to the standard of bad faith as that term is understood under Delaware corporate law (“Misconduct”).

The Committee shall be responsible for making all determinations under this Policy with respect to any Executive Officer who is subject to Section 16 of the Securities Exchange Act of 1934, as amended, and, except as otherwise provided by this Policy, the General Counsel of the Company, or any other disinterested Executive Officer of the Company (or of any wholly-owned subsidiary of the Company) designated by the Committee, shall be responsible for making determinations with respect to any Executive Officer who is not subject to Section 16 (in such role, the General Counsel or the Committee (or its designee) is the “Administrator”). The Administrator shall make all determinations regarding the application and operation of this Policy in its sole good-faith discretion, and all such determinations shall be final and binding. Further, the exercise by the Administrator of any rights pursuant to this Policy shall be without prejudice to any other rights that the Company may have with respect to any Executive Officer, including but not limited to disciplinary action, termination of employment, or legal action. Decisions made pursuant to this Policy may be made in conjunction with, or separate and apart from, other compensation recoupment programs of the Company. The Administrator may seek recovery pursuant to this Policy in any manner that it chooses, including direct reimbursement by the Executive Officer of cash or shares of Company common stock held by the Executive Officer, withholding unpaid compensation, or canceling

unvested awards, provided that the Company shall make a good faith effort to satisfy any such recovery in full no later than 13 months from the date of the recovery determination.

The Company shall recover any Clawback Amount in compliance with this Policy, except to the extent provided under Section IV below.

- b. **Method of Recovery.** Without limiting Section III, the Committee will have discretion in determining how to accomplish recovery of any Clawback Amount under this Policy, recognizing that different means of recovery may be appropriate in different circumstances.

III. SCOPE OF POLICY

- a. **Persons Covered and Lookback Period.** This Policy applies to all Incentive-Based Compensation received by a person:
 - i. after beginning service as an Executive Officer;
 - ii. who served as an Executive Officer at any time when the Misconduct took place;
 - iii. while the Company has a class of securities listed on a national securities exchange; and
 - iv. who is determined by the Administrator to have engaged in the Misconduct which gives rise to any Clawback Amount (the "Recovery Period").

If the Administrator determines that an Executive Officer has engaged in Misconduct giving rise to any Clawback Amount within the three years after the receipt of any Incentive-Based Compensation (the "Lookback Period"), subject to the enforcement provisions of this Policy, the Administrator may, in its sole discretion and to the extent legally permitted, direct the Company to seek recovery of any Clawback Amount. In addition, subject to the enforcement provisions of this Policy, the Company shall, if directed by the Administrator and to the extent legally permitted, provide for the forfeiture of any such compensation awarded within the Lookback Period that has not been settled, paid, or become vested, as applicable. In each such instance, the amount required to be returned, repaid or forfeited by the Executive Officer (such amount, the "Clawback Amount") shall be determined by the Administrator in its sole discretion.

Notwithstanding this look-back requirement, the Company is only required to apply this Policy to Incentive-Based Compensation received on or after the Effective Date (as defined herein).

- b. **Determining Recoverable Compensation.** The Clawback Amount in the event of Misconduct shall be such amount of Incentive-Based Compensation as determined at the sole discretion of the Administrator, which may be up to 100% of such compensation amount awarded or otherwise received by the Executive Officer. In evaluating the Clawback Amount and whether any Clawback Amount should be returned, repaid or forfeited, the Administrator may consider such factors as it deems relevant and appropriate, which factors may include but are not limited to the seriousness of the violation, whether the Executive Officer benefitted from the violation, and whether returned, repayment or forfeiture would prejudice the Company's interests in any way.

IV. EXCEPTIONS

The Company shall recover any Clawback Amount in compliance with this Policy except to the extent that the conditions set forth below are met and the Committee has made a determination that recovery would be impracticable:

- a. ***Direct Expense Exceeds Recoverable Amount.*** The direct expense paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered; provided, however, that before concluding it would be impracticable to recover any Clawback Amount based on expense of enforcement, the Company shall make a reasonable attempt to recover such Clawback Amount.
- b. ***Recovery from Certain Tax-Qualified Retirement Plans.*** Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder.

V. PROHIBITION AGAINST INDEMNIFICATION

- a. Notwithstanding the terms of any indemnification arrangement or insurance policy with any individual covered by this Policy, the Company shall not indemnify any Executive Officer or former Executive Officer against the loss of any Clawback Amount, including any payment or reimbursement for the cost of insurance obtained by any such covered individual to fund amounts recoverable under this Policy.

VI. DEFINITIONS

Unless the context otherwise requires, the following definitions apply for purposes of this Policy:

- a. “Executive Officer” means the Company’s president, principal financial officer, principal accounting officer (or if there is no such accounting officer, the controller), any vice-president of the Company in charge of a principal business unit, division, or function (such as sales, administration, or finance), any other officer who performs a policy-making function, or any other person who performs similar policymaking functions for the Company. Executive officers of the Company’s subsidiaries are deemed Executive Officers of the Company if they perform such policy making functions for the Company. Policy-making function is not intended to include policymaking functions that are not significant. Identification of an Executive Officer for purposes of this Policy would include at a minimum executive officers identified pursuant to 17 CFR 229.401(b).
- b. “Incentive-Based Compensation” means any compensation that is granted, earned, or vested based wholly or in part upon the attainment of specified targets under the Company’s Management Incentive Plan.

VII. EFFECTIVENESS

- a. The Committee has the sole authority to amend, modify, supplement, terminate, rescind or replace all or any portion of this Policy; provided that this Policy shall terminate automatically upon a “Change of Control” (as defined in the Company’s Management Incentive Plan). The Administrator has the sole authority to construe, interpret and implement this Policy, make any determination necessary or advisable in administering this Policy, including determinations regarding how any recovery under this Policy is effected. Any determinations of the Administrator will be final, binding and conclusive and need not be uniform with respect to each person covered by this Policy.

VIII. EFFECTIVENESS; OTHER RECOUPMENT RIGHTS

- a. This Policy shall be effective as of [•], 2026 (the “Effective Date”). For the avoidance of doubt, the Mandatory Policy (and not this Policy) shall apply in accordance with its terms with respect to all “Incentive-Based Compensation” earned by current or former Executive Officers in the event of a required “Restatement” (each, as defined in the Mandatory Policy). Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment that may be available to the Company and its subsidiaries and affiliates under applicable law or pursuant to the terms of any similar policy or similar provision in any employment agreement, equity award agreement or similar agreement.