February 19, 2026

SUBMITTED VIA CFTC PORTAL
Secretary of the Commission
Office of the Secretariat
U.S. Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street, N.W.
Washington, D.C. 20581

Re: KalshiEX LLC – CFTC Regulation 40.2(a) Notification Regarding the Initial Listing of the "Will <athlete> participate in <event> <in/before> <time period>?" Contract

Dear Sir or Madam,

Pursuant to Section 5c(c) of the Commodity Exchange Act and Section 40.2(a) of the regulations of the Commodity Futures Trading Commission, KalshiEX LLC (Kalshi), a registered DCM, hereby notifies the Commission that it is self-certifying the "Will <athlete> participate in <event> <in/before> <time period>?" contract (Contract). The Contract will initially be listed after close-of-business on **February 19, 2026**; it is listed as the day after because of limitations of the Commission's online submission portal. The Exchange intends to list the contract on a custom basis. The Contract's terms and conditions (Appendix A) includes the following strike conditions:

- **<athlete>**
- **<event>**
- **<in/before>**
- **<time period>**

Along with this letter, Kalshi submits the following documents:

- A concise explanation and analysis of the Contract;
- Certification;
- Appendix A with the Contract's Terms and Conditions;
- Confidential Appendices with further information; and
- A request for FOIA confidential treatment.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Xavier Sottile
Head of Markets
KalshiEX LLC
xsottile@kalshi.com

KalshiEX LLC
Official Product Name: “Will <athlete> participate in <event> <in/before> <time period>?”
Rulebook: ATHLETEEVENT
Summary: Athlete participation in event
Kalshi Contract Category: Sports
Kalshi Internal Category: Sports
February 19, 2026

CONCISE EXPLANATION AND ANALYSIS OF THE PRODUCT AND ITS COMPLIANCE WITH APPLICABLE PROVISIONS OF THE ACT, INCLUDING CORE PRINCIPLES AND THE COMMISSION'S REGULATIONS THEREUNDER

Pursuant to Commission Rule 40.2(a)(3)(v), the following is a concise explanation and analysis of the product and its compliance with the Act, including the relevant Core Principles (discussed in Appendix D), and the Commission's regulations thereunder.

I. Introduction

The “Will <athlete> participate in <event> <in/before> <time period>?” Contract is a contract relating to Sports.

Further information about the Contract, including an analysis of its risk mitigation and price basing utility, as well as additional considerations related to the Contract, is included in Confidential Appendices C, D, and E.

Pursuant to Section 5c(c) of the Act and CFTC Regulations 40.2(a), the Exchange hereby certifies that the listing of the Contract complies with the Act and Commission regulations under the Act.

General Contract Terms and Conditions: The Contract operates similar to other event contracts that the Exchange lists for trading. The minimum price fluctuation is $0.01 (one cent). Price bands will apply so that Contracts may only be listed at values of at least $0.01 and at most $0.99. Further, the Contract is sized with a one-dollar notional value and has a minimum price fluctuation of $0.01 to enable Members to match the size of the contracts purchased to their economic risks. As outlined in Rule 5.16 of the Rulebook, trading shall be available at all times outside of any maintenance windows, which will be announced in advance by the Exchange. Members will be charged fees in accordance with Rule 3.13 of the Rulebook. Fees, if they are charged, are charged in such amounts as may be revised from time to time to be reflected on the Exchange’s Website. A new Source Agency can be added via a Part 40 amendment. All instructions on how to access the Underlying are non-binding and are provided for convenience only and are not part of the binding Terms and Conditions of the Contract. They may be clarified at any time. Furthermore, the Contract's payout structure is characterized by the payment of an absolute amount to the holder of one side of the option and no payment to the counterparty. During the time that trading on the Contract is open, Members are able to adjust their positions and trade freely. The Expiration Value and Market Outcome are determined at or after Market Close. The market is then settled by the Exchange, and the long position holders and short position holders are paid according to the Market Outcome. In this case, "long position holders" refers to Members who purchased the "Yes" side of the Contract and "short position holders" refers to Members who purchased the "No" side of the Contract. If the Market Outcome is "Yes," meaning that an event occurs that is encompassed within the Payout Criterion, then the long position holders are paid an absolute amount proportional to the size of their position and the short position holders receive no payment. If the Market Outcome is "No," then the short position holders are paid an absolute amount proportional to the size of their position and the long position holders receive no payment. Specification of the circumstances that would trigger a Market Outcome of "Yes" are included below in the section titled "Payout Criterion" in Appendix A.

CERTIFICATIONS PURSUANT TO SECTION 5c OF THE COMMODITY EXCHANGE ACT, 7 U.S.C. § 7A-2 AND COMMODITY FUTURES TRADING COMMISSION RULE 40.2, 17 C.F.R. § 40.2

Based on the above analysis, the Exchange certifies that:

- ❏ The Contract complies with the Act and Commission regulations thereunder.
- ❏ This submission (other than those appendices for which confidential treatment has been requested) has been concurrently posted on the Exchange's website at https://kalshi.com/regulatory/filings.

Should you have any questions concerning the above, please contact the exchange at ProductFilings@kalshi.com.

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By: Xavier Sottile
Title: Head of Markets
Date: February 19, 2026

Attachments:
Appendix A - Contract Terms and Conditions
Appendix B - Trading Prohibitions
Appendix C (Confidential) - Further Considerations
Appendix D (Confidential) - Source Agency
Appendix E (Confidential) - Compliance with Core Principles

APPENDIX A – CONTRACT TERMS AND CONDITIONS

Official Product Name: “Will <athlete> participate in <event> <in/before> <time period>?”
Rulebook: ATHLETEEVENT

ATHLETEEVENT

Scope: These rules shall apply to this contract.

Underlying: The Underlying for this Contract is whether <athlete> actively competes in <event> <in/before> <time period>. For purposes of this Contract, "actively competes" means that <athlete> takes part in the competitive play of <event>. Revisions to the Underlying made after Expiration will not be accounted for in determining the Expiration Value.

Source Agency: The Source Agencies are, in hierarchical order, the official governing body of <event> (e.g., the NFL, NBA, MLB, NHL, MLS, NCAA, IOC, FIFA, UFC, ATP, WTA, PGA Tour, World Athletics, or the equivalent sanctioning body), ESPN, CBS Sports, the Associated Press, Reuters, NBC Sports, Fox Sports, and BBC Sport.

Type: The type of Contract is an Event Contract.

Issuance: After the initial Contract, Contract iterations will be listed on an as-needed basis at the discretion of the Exchange and corresponding to the risk management needs of Members.

<athlete>: <athlete> refers to one or more individuals specified by the Exchange. The Exchange may specify <athlete> by name (e.g., "LeBron James"), by a list of named individuals connected by AND or OR logic, or by distinguishing characteristics describing a defined group (e.g., "any member of the 2012 Australian Olympic swimming relay team" or "any player on the 2025-26 Los Angeles Lakers roster as of January 1, 2026"). When AND logic is used, the Payout Criterion is satisfied only if all specified individuals meet the condition. When OR logic is used, the Payout Criterion is satisfied if at least one specified individual meets the condition. When <athlete> is defined by distinguishing characteristics, group membership is determined as of the date or point in time specified by the Exchange; if no date is specified, membership is determined as of the Issuance date. The identity of each individual persists through legal name changes, team transfers, and changes in nationality or competitive affiliation. If an individual within <athlete> competes under a different name, alias, or flag than the one specified at Issuance, the Contract still applies to that individual so long as the person is the same natural person.

<event>: <event> refers to one or more athletic competitions, games, matches, bouts, races, tournaments, series, meets, or equivalent competitive events as specified by the Exchange. <event> may refer to a single contest (e.g., "Super Bowl LXI"), a series or round within a tournament (e.g., "the 2026 Wimbledon Men's Singles Championship"), a broader multi-event competition (e.g., "the 2026 FIFA World Cup" or "the 2028 Summer Olympics"), or a category or class of competitions (e.g., "any Grand Slam tournament," "any professional tennis match," or "any UFC pay-per-view event"). When <event> refers to a category of competitions, the Payout Criterion is satisfied if <athlete> actively competes in at least one competition that falls within the specified category during <time period>. The Exchange will specify the category with sufficient precision to determine which competitions qualify. Disputes over whether a particular competition falls within a specified category shall be resolved by reference to the governing body's official classification.

<time period>: <time period> refers to a specific duration, range or discrete time specified by the Exchange. May be expressed as a calendar year (e.g., "2025"), a calendar month and year (e.g., "January 2025"), a calendar quarter (e.g., "Q1 2025"), a specific week, a season (e.g., "2024-25 NFL Season"), or other bounded time periods as appropriate to the contract subject matter. All time periods are interpreted in Eastern Time (ET) unless otherwise specified. The end of <time period> is defined as 11:59:59 PM ET on the final day of the specified period. The Exchange may list iterations of the Contract corresponding to variations of <time period>.

<in/before>: <in/before> refers to the temporal modifier specified by the Exchange and shall be either "in" or "before." When "in" is specified, the Payout Criterion is satisfied if the relevant event occurs at any point during <time period>. When "before" is specified, the Payout Criterion is satisfied if the relevant event occurs at any point prior to the start of <time period>. The Exchange will specify <in/before> at Issuance.

Payout Criterion: The Payout Criterion for the Contract encompasses the Expiration Values that <athlete> actively competes in <event> <in/before> <time period>.

For the purposes of this Contract, "actively competes" requires that <athlete> engages in at least one unit of competitive action in <event>. Examples of a unit of competitive action include, but are not limited to: playing at least one snap, shift, possession, point, at-bat, hole, lap, heat, round, bout, race, routine, run, set, end, match, or equivalent unit of competition as defined by the governing body of <event>. The relevant unit of competitive action may additionally be defined by the Exchange at Issuance. Merely being listed on a roster, an entry list, an active list, a starting lineup card, or any pre-competition registration - without taking part in competitive play - does not constitute active competition. Attending <event> as a spectator, coach, analyst, commentator, or in any non-competitive capacity does not constitute active competition. Participating in ceremonial, exhibition, or non-competitive portions of <event> (such as pre-game warmups .opening ceremonies, skills competitions that are separate from the main event, or ancillary entertainment and exhibition events held in conjunction with but distinct from the main competition (e.g., the Australian Open 1 Point Slam, NBA All-Star Weekend celebrity games, or MLB Home Run Derby if <event> refers to the regular season) does not constitute active competition unless <event> specifically refers to such an activity.

- If <athlete> is registered, entered, rostered, drafted, selected, or otherwise scheduled to compete in <event> but does not actually take part in competitive play (e.g., due to injury, suspension, voluntary withdrawal, visa denial, illness, or personal reasons), the Contract resolves No. However, if <athlete> does not compete in <event> due to their

death, the Contract shall resolve to the last fair price determined in the sole discretion of the Exchange.
- If <athlete> begins competing in <event> but is subsequently disqualified, ejected, or forced to withdraw during <event>, the Contract still resolves Yes, because <athlete> actively competed prior to the disqualification, ejection, or withdrawal.
- If <athlete> is retroactively disqualified from <event> after the Contract has expired (e.g., due to a failed drug test or a rules violation discovered after the fact), this will not change the Contract's resolution, which will be Yes. Revisions to the Underlying made after Expiration will not be accounted for.
- If <event> is postponed to a date beyond the end of <time period>, the Contract can immediately resolve No.
- If <event> is cancelled outright (or ends) and cannot take place in any form <in/before> <time period>, the Contract can immediately resolve to the last fair price, unless otherwise specified.
- If <event> is relocated to a different venue but otherwise takes place as the same competition, the Contract is unaffected by the venue change.
- If <event> is truncated, shortened, or modified in format (e.g., a rain-shortened game, a reduced number of rounds, or a condensed tournament bracket), and <athlete> actively competes in any portion of the modified <event>, the Contract resolves Yes as long as it remains sanctioned by the governing body.
- If <athlete> participates only in a qualifying round, preliminary heat, play-in game, or similar pre-competition stage that is formally part of <event> as defined by its governing body, the Contract resolves Yes. If the qualifying stage is a separate, distinct event from <event> (e.g., Olympic Trials are separate from the Olympic Games), the Contract resolves based on participation in <event> itself, not the separate qualifying event.

Examples that would resolve the market to Yes:

1. <athlete> is "LeBron James," <event> is "an NBA regular season game," and <time period> is "the 2025-26 NBA season." LeBron James checks into a regular season game for one minute before being substituted out. He actively competed. The Contract resolves Yes.
2. <athlete> is "Novak Djokovic," <event> is "the 2026 French Open Men's Singles," and <time period> is "June 2026." Djokovic plays one set of his first-round match and then retires due to injury. He actively competed. The Contract resolves Yes.
3. <athlete> is "Sha'Carri Richardson," <event> is "the 2028 Summer Olympics 100m," and <time period> is "August 2028." Richardson runs in a preliminary heat but does not advance to the final. She actively competed in a sub-event (the preliminary heat) that is part of the Olympic 100m competition. The Contract resolves Yes.

4. <athlete> is "Lionel Messi," <event> is "the 2026 FIFA World Cup," and <time period> is "2026." Messi enters as a substitute in a group stage match and plays 15 minutes. He actively competed. The Contract resolves Yes.
5. <athlete> is "a UFC fighter," <event> is "UFC 310," and <time period> is "December 2025." The fighter steps into the octagon and the bout officially begins, but the fighter is knocked out 10 seconds into the first round. The fighter actively competed. The Contract resolves Yes.

Examples that would NOT resolve the market to Yes:

1. <athlete> is "Ja Morant," <event> is "an NBA regular season game," and <time period> is "the 2025-26 NBA season." Morant is listed on the active roster and is in uniform on the bench but never checks into the game. He did not actively compete. The Contract resolves No.
2. <athlete> is "Naomi Osaka," <event> is "the 2026 Australian Open Women's Singles," and <time period> is "January 2026." Osaka is in the draw and listed on the entry list but withdraws the day before her first-round match due to injury. She was registered but did not actively compete. The Contract resolves No.
3. <athlete> is "Patrick Mahomes," <event> is "the 2027 Pro Bowl," and <time period> is "February 2027." Mahomes is selected for the Pro Bowl roster but does not attend or play. He was selected but did not actively compete. The Contract resolves No.
4. <athlete> is "Simone Biles," <event> is "the 2028 Summer Olympics gymnastics all-around final," and <time period> is "August 2028." Biles qualifies for the all-around final during a preliminary round (which is part of the Olympics), but then withdraws from the final itself before competing. If <event> is specifically "the all-around final," she did not actively compete in that specific sub-event. The Contract resolves No. (Note: if <event> were "the 2028 Summer Olympics gymnastics competition" more broadly, her participation in the preliminary round would resolve the Contract Yes.)
5. <athlete> is "an NFL player," <event> is "a regular season game," and <time period> is "the 2026-27 NFL season." The season is cancelled due to a natural disaster and never replayed. The player did not actively compete. The Contract resolves the last fair price.

Minimum Tick: The Minimum Tick size for the Contract shall be $0.01.

Position Accountability Level: The Position Accountability Level for the Contract shall be $25,000 per strike, per Member.

Last Trading Date: The Last Trading Date of the Contract shall be the Expiration Date. The Last Trading Time shall be the Expiration time.

Settlement Date: The Settlement Date of the Contract shall be no later than the day after the Expiration Date, unless the Market Outcome is under review pursuant to Rule 7.1.

Expiration Date: The latest Expiration Date of the Contract shall be one week after the end of <time period>. If an event described in the Payout Criterion occurs, expiration will be moved to an earlier date and time in accordance with Rule 7.2.

Expiration time: The Expiration time of the Contract shall be 10:00 AM ET.

Settlement Value: The Settlement Value for this Contract is $1.00.

Expiration Value: The Expiration Value is the value of the Underlying as documented by the Source Agency on the Expiration Date at the Expiration time.

Contingencies: Before Settlement, Kalshi may, at its sole discretion, initiate the Market Outcome Review Process pursuant to Rule 7.1 of the Rulebook. If an Expiration Value cannot be determined on the Expiration Date, Kalshi has the right to determine payouts pursuant to Rule 7.1 in the Rulebook.

APPENDIX B – TRADING PROHIBITIONS

In addition to the general prohibition against trading on material nonpublic information, the Exchange will institute additional prohibitions for trading the contract. Persons under 18 years of age are not permitted to create Kalshi accounts. The following individuals will be prohibited from trading:

- <athlete> themselves;
- Current and former coaches, trainers, medical staff, and support personnel of <athlete>;
- Organizers, officials, administrators, and staff of <event>;
- Paid employees, agents, and representatives of <athlete>;
- Paid employees and representatives of the organizing body or bodies responsible for <event>;
- Ultimate beneficial owners of any team, organization, or entity with which <athlete> is formally affiliated;
- Ultimate beneficial owners of any organization or entity responsible for organizing or sanctioning <event>; and
- Household members and immediate family of all of the above.

These prohibitions apply to the appropriate values of <athlete> and <event>. A given individual's prohibition is scoped to the specific <athlete> and <event> iteration of the Contract on which they would have a prohibited informational or competitive advantage. For example, a coach or trainer associated with one <athlete> is not necessarily prohibited from trading on iterations of the Contract related to a different <athlete>, unless they independently qualify under any other category listed above with respect to that other <athlete>. Similarly, a staff member of one <event> is not necessarily prohibited from trading on iterations of the Contract related to a different <event>, unless they independently qualify under any other category listed above with respect to that other <event>.