February 20, 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 <player> finish in <count> position in <tournament>?" 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 <player> finish in <count> position in <tournament>?" contract (Contract). The Contract will initially be listed after close-of-business on **February 20, 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:

- **<player>**
- **<count>**
- **<tournament>**

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 <player> finish in <count> position in <tournament>?"
Rulebook: GOLFFINISH
Summary: Placement of golf players in tournament
Kalshi Contract Category: Sports
Kalshi Internal Category: Sports
February 20, 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 <player> finish in <count> position in <tournament>?" 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.



By: Xavier Sottile
Title: Head of Markets
Date: February 20, 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 <player> finish in <count> position in <tournament>?"
Rulebook: GOLFFINISH

GOLFFINISH

Scope: These rules shall apply to this contract.

Underlying: The Underlying for this Contract is the official final leaderboard position of <player> in <tournament> as published by the governing body of <tournament>. Revisions to the Underlying made after Expiration will not be accounted for in determining the Expiration Value.

Instructions: The Underlying can be found at the official website of the governing body of <tournament> (e.g., pgatour.com for PGA Tour events, livgolf.com for LIV Golf events, europeantour.com or dpworldtour.com for DP World Tour events, lpga.com for LPGA Tour events, randa.org or usga.org for major championships governed by The R&A or USGA). These instructions on how to access the Underlying 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.

Source Agency: The Source Agencies are, in hierarchical order: the governing body of <tournament>, ESPN, Fox Sports, Golf Channel, CBS Sports, the Associated Press, and the official broadcaster of <tournament>.

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.

<player>: <player> refers to one or more golfers, or a defined group, category, or field of golfers, specified by the Exchange who are entered in <tournament>. <player> may include, but is not limited to, an individual golfer, multiple golfers designated collectively as a group or team, a category, classification, or subset of golfers meeting specified criteria, the entire field or any designated portion thereof, or any other player designation as determined by the Exchange, including those referenced by distinguishing characteristics or in the multiple with AND/OR logic. The Exchange may list iterations of the Contract corresponding to variations of <player>.

<count>: <count> refers to a numerical value or range specified by the Exchange. This may take the form(s) of, but is not limited to the form(s) of:

- A specific integer (e.g., 3, 5, 10)
- A range of values (e.g., "10-20", "between 5 and 10")
- A "Top X" designation (e.g., "Top 10", "Top 5")
- Multiple discrete values (e.g., "3 and 5", "2, 4, or 6")
- A count defined by distinguishing characteristics
- "Any" or "None"

<count> may refer to singular or plural numerical thresholds as specified by the Exchange. When expressed as a range (e.g., "10-20"), the Payout Criterion will be satisfied if the actual placement falls anywhere within that inclusive range.

<tournament>: <tournament> refers to a specific golf tournament, or subsection of such a tournament specified by the Exchange, including the tournament name and year (e.g., "2025 Masters Tournament," "2025 PGA Championship," "2025 U.S. Open," "2025 The Open Championship," "2025 PLAYERS Championship", "Round 2 of PGA Championship"). The Exchange may list iterations of the Contract corresponding to variations of <tournament>.

Payout Criterion: The Payout Criterion for the Contract encompasses the Expiration Values that <player> has finished in the <count> position of <tournament>, as reflected on the official final leaderboard published by the governing body of <tournament>.

- **Tie Handling:** In the event of a tie for a finishing position, the tied position counts as the position itself. For example, if five players tie for 8th place, all five players are considered to have finished in 8th place (not 8th, 9th, 10th, 11th, and 12th). Therefore, if <count> is 10 and <player> finishes tied for 8th place with four other players, the market resolves to Yes because 8th place is within the top 10.
- **Boundary Ties:** If <player> is tied for a position at the boundary of <count>, the market resolves to Yes. For example, if <count> is 10 and <player> finishes tied for 10th place with three other players, the market resolves to Yes.
- **Withdrawal/Disqualification After Tee-Off:** If <player> tees off in <tournament> but subsequently withdraws or is disqualified before completing the tournament, <player> is deemed not to have finished in <count>, and the market resolves to No.
- **Withdrawal Before Tee-Off:** If <player> does not tee off in <tournament> (including withdrawal before the first round begins), the market will resolve to the last fair price determined in the sole discretion of the Exchange.
- **Missed Cut:** If <player> tees off but fails to make the cut in <tournament> (including being designated "MDF" or "Made Cut, Did Not Finish" by the PGA Tour or equivalent designation by other tours), the market resolves to No.
- **Tournament Shortened:** If <tournament> is officially shortened from its scheduled number of holes (e.g., from 72 holes to 54 holes due to weather) but an official winner and final leaderboard are declared by the governing body, the market will resolve based on the official final leaderboard positions.
- **Tournament Postponed:** If <tournament> is postponed but later resumed, the market will remain open and resolve based on the official final leaderboard once play is completed, provided the tournament is completed within two weeks of its originally scheduled start date (and the rescheduling is announced within one week of the originally scheduled start date). If the tournament is postponed further, all markets will resolve at the last fair price as determined in the sole discretion of the Exchange.

- **Tournament Cancelled:** If <tournament> is officially cancelled and no official final leaderboard is produced, all markets will resolve at the last fair price as determined in the sole discretion of the Exchange.
- **Playoff:** If a playoff is held to determine the tournament winner and/or final standings, the final placement of <player> in <tournament> will reflect their official post-playoff position, as reflected in the official final leaderboard of the <tournament>.
- **Disqualification After Official Result:** If <player> is disqualified or has their result altered after the official final leaderboard has been published and the market has expired, the original official result at Expiration will stand and no revision will be made.
- **Official Result Timing:** The official final leaderboard is determined at the time of the tournament's official conclusion as announced by the governing body. However, if there is a presentation ceremony, markets will be settled based on the official result at the time of the ceremony. If there is no presentation ceremony, markets will be settled based on the first official final leaderboard published by the governing body, regardless of any subsequent corrections.

Examples that would resolve the market to Yes:

- <player> finishes in 1st place outright when <count> is 10.
- <player> finishes tied for 5th place (with any number of other players) when <count> is 10.
- <player> finishes tied for 10th place (with any number of other players) when <count> is 10.
- <player> finishes in 20th place outright when <count> is 20.
- <player> finishes tied for 20th place (with any number of other players) when <count> is 20.
- The tournament is shortened to 54 holes due to weather, and the official final leaderboard shows <player> in 7th place when <count> is 10.

Examples that would NOT resolve the market to Yes:

- <player> finishes tied for 11th place (with any number of other players) when <count> is 10.
- <player> finishes in 21st place outright when <count> is 20.
- <player> misses the cut in <tournament>.
- <player> withdraws during the second round due to injury.
- <player> is disqualified for a rules violation during the tournament.
- <player> does not tee off in <tournament> (would resolve to last fair price).
- The tournament is cancelled without an official final leaderboard being produced (would resolve to 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 will be the same as the Expiration Date. The Last Trading Time will be the same as 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 two weeks after the end of <tournament>. If an event described in the Payout Criterion occurs (including the official final leaderboard being published, or <player> being eliminated from contention by missing the cut, withdrawing, or being disqualified), 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:

- Current and former players, caddies, coaches, and staff of the tour, association, or organization(s) governing <tournament>.
    - For college tours/associations specifically, or where otherwise appropriate (as identified by the Exchange), this applies to current and former players/caddies/coaches/staff of the specific teams in <tournament> rather than the tour/association as a whole, (e.g., if a Division I University Golf Team member is playing in <event>, this prohibition will restrict trades by current/former players of that team, rather than all current/former players/coaches/staff in any NCAA sport);
- Paid employees of the tour and tour participants;
- Tournament sponsors, organizers, and tour executives with material decision-making authority; and
- Household members and immediate family of all above.

These prohibitions apply to the appropriate values of <tournament>. For example, former players of the PGA Tour are not necessarily prohibited from trading on iterations of the Contract related to the LPGA Tour, unless they are part of any other group listed for that tour.[1]

[1] The Contract has not been endorsed by any league or association as of self-certification. The use of any names of leagues or associations does not indicate an endorsement of this product.