May 22, 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 <entity> be the next new <identity> to hold <position>?” 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 <entity> be the next new <identity> to hold <position>?” contract (Contract). The Contract will initially be listed after close-of-business on **May 26, 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:

- **<entity>**
- **<identity>**
- **<position>**
- **<date>**

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 <entity> be the next new <identity> to hold <position>?”
Rulebook: NEXTROLE
Summary: Next new holder of specified position
Kalshi Contract Category: Political Decision
Kalshi Internal Category: Politics
May 22, 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 <entity> be the next new <identity> to hold <position>?” Contract is a contract relating to Politics.

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: May 22, 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 <entity> be the next new <identity> to hold <position>?"
Rulebook: NEXTROLE

NEXTROLE

Scope: These rules shall apply to this contract.

Underlying: The Underlying for this Contract is the identity of the next individual, company, or group falling within the category of <identity> to formally hold <position> after Issuance, excluding the holder of <position> at the time of Issuance, and whether that subject is <entity>. 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 body, agency, company, organization, or entity at which <position> is held, official government or organizational records pertaining to <position>, the individual or organization announced to hold <position>, The New York Times, the Associated Press, Bloomberg News, Reuters, The Washington Post, The Wall Street Journal, Financial Times, CNN, Fox News, MSNBC, NBC, ABC, CBS, CNBC, Politico, ABC News Australia, Deutsche Welle, and BBC News.

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.

<entity>: <entity> refers to a specific named individual, company, team, or group specified by the Exchange. This may include (but is not limited to):

- A specific named individual with their legal name or widely recognized stage/professional name
- A specific named company, organization, or team by their legal or widely recognized name
- Multiple individuals, companies, or teams using AND logic (all must satisfy the Payout Criterion) or OR logic (any one suffices)
- An individual or organization identified by their current position or title if unambiguous (e.g., "The sitting Governor of California," "The current #1 ranked team")

The identity of <entity> shall remain consistent throughout — name changes, rebranding, restructuring, or other designations do not create a new entity for purposes of this Contract, unless the Exchange determines otherwise and announces accordingly.

<identity>: <identity> refers to the category or grouping that characterizes the type of holder being evaluated for the "next new" determination, as specified by the Exchange. <identity> may refer to a broad class of subject (e.g., "person," "company," "team") or a more specific grouping defined by distinguishing characteristics such as demographic attributes, political affiliation, professional background, nationality, organizational type, or other categorizations. <identity> may refer to a singular category, multiple categories evaluated using AND logic (all must be satisfied) or OR logic (any one suffices), or a category defined by distinguishing descriptions. <identity> may also take the value of "Any" or "None." The determination of whether a given subject qualifies as <identity> shall be made based on publicly available information at the time the subject formally assumes <position>. Where qualification is contested or uncertain, the Exchange shall exercise reasonable discretion consistent with the standard of a reasonable, informed observer and the available Source Agency information at the time of resolution.

<position>: <position> refers to a specific job title, office, formal role, or held designation specified by the Exchange (e.g., CEO, President, Secretary of State, contract holder, title holder). <position> may refer to a singular role, multiple roles, any element in a set of roles, or a role defined by distinguishing characteristics. <position> may also include details of the entity at which <position> is held. If the title of <position> changes but the role remains equivalent in nature, the most natural successor position will track <position>. This will be announced by the Exchange in the event it is relevant.

<date>: <date> refers to a calendar date specified by the Exchange. The Exchange may list iterations of the Contract corresponding to variations of <date>.

Payout Criterion: The Payout Criterion for the Contract encompasses the Expiration Values that <entity> is the first subject, after Issuance and excluding the holder of <position> at the time of Issuance (the "Incumbent"), to both formally hold <position> and qualify as <identity> and before <date>.

For the purposes of this Contract, "formally holds <position>" means that an individual, company, or group has assumed <position> in an official capacity, whether by appointment, election, succession, confirmation, designation, or acting/interim assignment, and has performed or is recognized to perform the duties or responsibilities of that role for any length of time after Issuance.

Intervening holders of <position> who do not qualify as <identity> do not cause the Contract to resolve "No." The Contract remains open until the first subject who both formally holds <position> and qualifies as <identity> after Issuance is identified, or until the Expiration Date, whichever is earlier. <entity> must be that first such qualifying subject; if any other subject satisfies both conditions before <entity> does, the Contract for <entity> shall resolve "No"

The following ARE encompassed by the Payout Criterion:

- <entity> formally assumes <position> after Issuance, qualifies as <identity> at the time of assumption, and no other subject satisfying both conditions has done so prior.

- <entity> assumes <position> in an acting, interim, or transitional capacity, provided that assumption is formally recognized by the relevant body, agency, company, or organization, and <entity> qualifies as <identity> at the time of such assumption.

The following are NOT encompassed by the Payout Criterion:

- The Incumbent continuing to hold <position> after Issuance, regardless of whether the Incumbent qualifies as <identity>.
- <entity> is the Incumbent at the time of Issuance. The Contract shall resolve "No" in such a case, as the Incumbent is explicitly excluded.
- <entity> formally holds <position> after Issuance but does not qualify as <identity> at the time of assumption.
- Another subject, who is not <entity>, is the first to both formally hold <position> and qualify as <identity> after Issuance.
- <entity> is announced, nominated, or designated to hold <position> but does not formally assume the role before the Expiration Date.
- Honorary, posthumous, or ceremonial designations to <position> that do not carry the active duties or responsibilities of the role.
- Subjects who are announced or nominated but withdraw, are rejected, or otherwise fail to formally assume <position> before the Expiration Date.

Additional clarification(s):

- If <entity> has previously held <position> prior to Issuance and subsequently resumes it after Issuance, <entity> is not disqualified solely on the basis of prior service. Such a return is treated as a new assumption of <position> for purposes of this Contract, provided <entity> was not the Incumbent at the time of Issuance.
- If <position> is vacant at the time of Issuance, no Incumbent exists, and the first subject to formally assume <position> after Issuance shall be evaluated for purposes of the Payout Criterion without exclusion.
- If <entity> holds <position> in an acting or interim capacity and later transitions to a permanent designation within the same continuous tenure, the date of first formal assumption shall be the acting or interim designation for purposes of determining whether <entity> was the first qualifying subject.
- If <position> is a collective or multi-seat role (e.g., a board, committee, or legislative body), the Exchange will specify the applicable scope and evaluation methodology in the Contract listing.
- If no subject who both formally holds <position> and qualifies as <identity> is identified by the Expiration Date, the Contract resolves "No."

- If <position> is abolished, merged, or restructured prior to resolution such that no natural successor position exists, the Exchange may, at its discretion, resolve the Contract pursuant to Rule 7.1 of the Rulebook.

If a natural person who is the primary subject of a Contract's Underlying or Payout Criterion dies prior to Expiration, or if an act or attempted act of violence, assassination, or terrorism directly prevents, interrupts, or causes the event that is the primary subject of a Contract's Underlying or Payout Criterion, Kalshi may, in its sole discretion, settle the Contract at the last traded price prior to the death or act. If Kalshi determines that trading activity was materially affected by the circumstances giving rise to the death or act, Kalshi may instead use the last traded price prior to such circumstances becoming known or reasonably anticipated by market participants. For purposes of this Rule, Kalshi may rely on an approximate time where the precise time is unknown or cannot be reasonably determined. If Kalshi determines that no last traded price represents a fair settlement, the Outcome Review Committee shall determine the fair settlement price. Kalshi may halt or pause trading in any such Contract (with public notice on Kalshi's website or the Platform) if it reasonably believes that a death or act of terrorism subject to this Rule has occurred, is imminent, or that circumstances giving rise to such an occurrence may be happening. Determinations of Kalshi and the Outcome Review Committee under this Rule are final and not subject to review.

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 Expiration Date. The Last Trading Time will 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 <date>. 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:

- <entity>, and their immediate family, agents, managers, publicists, legal counsel, and financial advisors
- The Incumbent of <position>, and their immediate family, agents, legal counsel, and financial advisors
- Officers, directors, employees, members, and agents of the body, agency, company, organization, or entity at which <position> is held, who have knowledge of or involvement in the selection, appointment, nomination, election, confirmation, or succession process for <position>
- Members of any search, nominating, selection, electoral, or appointing body with authority over <position>, and their staff
- Executive search consultants, recruiters, legal counsel, financial advisors, and public relations advisors retained in connection with the selection of the next holder of <position>
- Government officials, regulators, and third parties with non-public access to information about the appointment, confirmation, or designation process for <position>
- Any other person in possession of material non-public information regarding the identity of the next holder of <position>