

July 24, 2025

**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 <person> be charged with a crime before <date>?” 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 <person> be charged with a crime before <date>?” contract (Contract). The Contract will initially be listed after close-of-business on **July 24, 2025**; 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:

- <date>
- <person>
- <type>
- <jurisdiction>

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 <person> be charged with a crime before <date>?"**

**Rulebook: CRIMECHARGE**

**Summary: Criminal charges before specified date**

**Kalshi Contract Category: Political Decision**

**Kalshi Internal Category: Politics**

**July 24, 2025**

## **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 <person> be charged with a crime before <date>?" 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 B, C, and D.

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 5.12 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 3.6 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](mailto:ProductFilings@kalshi.com).



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By: Xavier Sottile  
Title: Head of Markets  
Date: July 24, 2025

**Attachments:**

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

## **APPENDIX A – CONTRACT TERMS AND CONDITIONS**

**Official Product Name: “Will <person> be charged with a crime before <date>?”**  
**Rulebook: CRIMECHARGE**

## CRIMECHARGE

**Scope:** These rules shall apply to this contract.

**Underlying:** The Underlying for this Contract is whether <person> is formally charged with any <type> crime by <jurisdiction> law enforcement agency or prosecutor's office after Issuance and before <date>. 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 U.S. Department of Justice, relevant state Attorney General offices, relevant District Attorney offices, relevant county prosecutor offices, relevant city attorney offices, federal court records systems (PACER), relevant state court records systems, The New York Times, the Associated Press, Bloomberg News, Reuters, Axios, Politico, Semafor, The Information, The Washington Post, The Wall Street Journal, ABC, CBS, CNN, Fox News, MSNBC, NBC, BBC, NPR, and Courthouse News Service.

**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.

**<person>:** <person> refers to an individual, group of individuals, or entity specified by the Exchange. This may include named individuals, groups identified by specific characteristics (e.g., "any participant in the January 6, 2021 Capitol events"), or a combination thereof.

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

**<jurisdiction>:** <jurisdiction> refers to the jurisdiction of the crime. For example, <jurisdiction> may include:

- Federal: The filing of a criminal complaint, information, or indictment by federal prosecutors with a federal court
- State: The filing of a criminal complaint, information, or indictment by state or local prosecutors with a state court
- Local: The filing of a criminal complaint, information, or citation by local prosecutors or law enforcement with an appropriate court
- Any: The filing of a criminal complaint, information, or citation by any prosecutor or law enforcement with an appropriate court

**<type>:** <type> refers to the level of the crime. For example, <type> may include:

- Felony charges
- Misdemeanors, including criminal citations that require court appearances
- Summary offenses or infractions that carry potential jail time
- Any charge

**Payout Criterion:** The Payout Criterion for the Contract encompasses the Expiration Values that *<person>* has been formally charged with *<type>* crime in *<jurisdiction>* after Issuance and before *<date>*.

If *<type>* is any, all of the following are charges that trigger the Payout Criterion:

- Felony charges of any kind
- Misdemeanor charges of any kind
- Summary offenses or infractions that carry potential jail time
- Criminal citations that require court appearances
- Charges filed under sealed indictments that are subsequently unsealed before *<date>*
- Superseding indictments that add new charges
- Charges filed in any U.S. jurisdiction (federal, state, local, territorial, military, or tribal courts)

The following do NOT constitute charges:

- Arrests without formal charges being filed
- Being named as a target or subject of an investigation
- Search warrants or subpoenas issued
- Civil lawsuits or administrative actions
- Congressional subpoenas or contempt findings
- Immigration violations handled solely through administrative proceedings
- Traffic violations that do not require court appearances
- Professional licensing violations or disciplinary actions
- Sealed charges that remain sealed through *<date>*

If charges are filed and then dismissed or dropped before *<date>*, the market will resolve to "Yes" as the formal charging requirement was met.

If *<person>* enters into a pre-trial diversion agreement or deferred prosecution agreement that involves the filing of charges (even if stayed), this constitutes a charge for purposes of this Contract.

If multiple individuals share the same name as *<person>*, only charges against the specific individual or set of individuals identified by the Exchange will be considered.

**Examples that would resolve the market to Yes:**

- <person> is indicted by a federal grand jury on any felony charges
- <person> is charged with misdemeanor assault by local prosecutors
- <person> receives a criminal citation for contempt of court
- <person> is charged under a sealed indictment after Issuance that is unsealed before <date>
- <person> enters a deferred prosecution agreement involving formal charges

**Examples that would NOT resolve the market to Yes:**

- <person> is arrested but no charges are filed before <date>
- <person> is named as a target in an ongoing investigation
- <person> is served with a congressional subpoena
- <person> faces only civil lawsuits or administrative penalties
- <person> receives traffic tickets that do not require court appearances

**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 day prior to <date>. The Last Trading Time will be 11:59 PM ET.

**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 6.3(d) of the Rulebook. If an Expiration Value cannot be determined on the Expiration Date, Kalshi has the right to determine payouts pursuant to Rule 6.3(b) in the Rulebook.

