

June 11, 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 FIFA pull the World Cup out of the USA (or announce they will do so) 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 FIFA pull the World Cup out of the USA (or announce they will do so) before <date>?” contract (Contract). The Contract will initially be listed after close-of-business on June 11, 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 basis. The Contract’s terms and conditions (Appendix A) includes the following strike conditions:

- <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 FIFA pull the World Cup out of the USA (or announce they will do so) before <date>?”

Rulebook: FIFAUSPULL

Summary: FIFA World Cup USA withdrawal announcement

Kalshi Contract Category: Other Event

Kalshi Internal Category: World

June 10, 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 FIFA pull the World Cup out of the USA (or announce they will do so) before <date>?” Contract is a contract relating to World.

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.



By: Xavier Sottile
Title: Head of Markets
Date: June 10, 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 FIFA pull the World Cup out of the USA (or announce they will do so) before <date>?”

Rulebook: FIFAUSPULL

FIFAUSPULL

Scope: These rules shall apply to this contract.

Underlying: The Underlying for this Contract is official decisions or announcements by FIFA regarding the hosting rights for the FIFA World Cup currently scheduled to be held across the USA, Mexico, and Canada in 2026 made 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 FIFA (Fédération Internationale de Football Association), official FIFA website (FIFA.com), FIFA official press releases, FIFA Council meeting minutes, FIFA Congress communications, United States Soccer Federation (USSF), CONCACAF, official FIFA social media accounts, Reuters, Associated Press, The New York Times, The Athletic, ESPN, Sky Sports, BBC Sport, The Guardian, The Washington Post, The Wall Street Journal, and Bloomberg 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.

<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 FIFA has pulled the World Cup 2026 out of the USA or announced they will do so, after Issuance and before <date>. This means:

- Revoking all USA hosting rights for the World Cup
- Relocating all USA-scheduled matches to other countries
- Announcing an intention to do either of the above
- Suspending USA hosting rights pending conditions (resolves YES only if FIFA announces that failure to meet those conditions will result in removal, and those conditions are not met by <date> as determined by FIFA)

This excludes:

- Moving particular matches outside of the USA without moving all of them
- Reducing (but not eliminating) the number of USA matches
- Adding co-hosts while maintaining USA matches
- Postponing the tournament date while maintaining USA as host

Clarifications:

- If USA shares hosting and is removed while co-hosts remain, this resolves YES
- "Exploring options" or "considering removal" without formal decision resolves NO
- Leaked decisions only count once officially confirmed
- If the World Cup is cancelled entirely (not relocated) before an otherwise qualifying announcement is made, this resolves NO

Examples that would resolve to YES:

- FIFA Council votes to strip USA of all 2026 World Cup matches
- FIFA announces USA will no longer host due to policy disputes
- FIFA states "USA must meet conditions by [date before <date>] or lose hosting" and conditions aren't met according to FIFA
- All USA matches are relocated to Canada and Mexico
- All USA matches are relocated even if team training facilities remain in the USA

Examples that would NOT resolve to YES:

- Some USA matches moved to other USA cities
- Number of USA matches reduced from 60 to 40
- FIFA threatens to pull World Cup but takes no action
- Individual FIFA officials criticize USA but no official decision made
- World Cup postponed to 2027 but USA remains host
- The USA decides it doesn't want to host anymore and no longer hosts matches of its own accord

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.