

September 12, 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 “Which <election/candidate/party> will have the largest margin of victory in <elections>?” 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 “Which <election/candidate/party> will have the largest margin of victory in <elections>?” contract (Contract). The Contract will initially be listed after close-of-business on **September 15, 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>**
- **<elections>**
- **<candidates/parties/options>**
- **<election/candidate/party>**

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: “Which <election/candidate/party> will have the largest margin of victory in <elections>?”

Rulebook: LARGESTMOV

Summary: Who has the largest margin of victory

Kalshi Contract Category: Political Decision

Kalshi Internal Category: Elections

September 12, 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 “Which <election/candidate/party> will have the largest margin of victory in <elections>?” Contract is a contract relating to Elections.

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: September 12, 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: “Which <election/candidate/party> will have the largest margin of victory in <elections>?”

Rulebook: LARGESTMOV

LARGESTMOV

Scope: These rules shall apply to this contract.

Underlying: The Underlying for this Contract is the official vote totals and resulting margins of victory in <elections> as reported by the Source Agencies. The margin of victory is calculated as the absolute difference in vote share (expressed as a percentage of total votes cast) between the first-place finisher and the second-place finisher in each election within <elections>. For elections with more than two candidates/options, only the gap between first and second place is considered. For yes/no referenda, the margin is the absolute difference between yes and no percentages. 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 electoral commissions or secretaries of state for each jurisdiction holding elections within <elections>, official government websites of the relevant jurisdictions, The New York Times, the Associated Press, Reuters, Bloomberg News, CNN, NBC News, ABC News, CBS News, Fox News, The Wall Street Journal, The Washington Post, Politico, FiveThirtyEight, Ballotpedia, and official state or local election division websites.

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.

<election/candidate/party>: <election/candidate/party> refers to either: (i) specific elections or races specified by the Exchange when comparing margins across different contests (e.g., "Virginia Governor's race," "New Jersey Governor's race," "California Senate race"), (ii) specific candidates specified by the Exchange when comparing margins achieved by those candidates across multiple elections (e.g., "Democrat candidates," "Republican candidates," "incumbent candidates"), (iii) specific parties specified by the Exchange when comparing margins achieved by that party's candidates across multiple elections, (iv) geographic subdivisions when comparing margins within those areas (e.g., "Northeast races," "swing state races"), (v) types of elections when comparing within categories (e.g., "Senate races," "gubernatorial races," "ballot measures"), or (vi) "None - tied margins" if the Exchange lists this option for cases where two or more elections have identical margins to the hundredth of a percentage point.

<elections>: <elections> refers to multiple specific electoral contests specified by the Exchange occurring within a defined timeframe. May include: gubernatorial elections, senatorial elections, congressional elections, state legislative elections, mayoral elections, ballot measures, referenda, judicial elections, or other democratic contests. Each election must be clearly identified by jurisdiction, office/question, and date. Elections may be filtered by geography (e.g., "all

statewide Virginia races"), party (e.g., "all races with Democratic candidates"), type (e.g., "all gubernatorial races"), or other criteria specified by the Exchange. All elections within <elections> must use the same electoral system for valid comparison (e.g., all first-past-the-post, all two-party runoffs after primaries).

<date>: <date> refers to a calendar date specified by the Exchange by which all elections in <elections> must be completed and have official or preliminary-but-sufficient results available. The Exchange may list iterations of the Contract corresponding to variations of <date>. All times are in Eastern Time (ET) unless otherwise specified.

Payout Criterion: The Payout Criterion for the Contract encompasses the Expiration Values where <election/candidate/party> has achieved or is associated with the largest margin of victory among all elections in <elections>.

The margin of victory for each election is calculated as follows:

- For races with two candidates: Winner's vote percentage minus runner-up's vote percentage
- For races with multiple candidates: First place vote percentage minus second place vote percentage
- For yes/no questions: |Yes percentage - No percentage|
- For multiple-choice referenda: First choice percentage minus second choice percentage
- All percentages calculated using total votes cast as denominator

When <election/candidate/party> refers to specific elections: The election with the single largest margin of victory resolves to Yes.

When <election/candidate/party> refers to specific candidates: The candidate whose election produces the largest margin of victory resolves to Yes. If a specified candidate appears in multiple elections within <elections>, only their largest margin counts.

When <election/candidate/party> refers to specific parties: The party whose candidate achieves the largest margin of victory in any single election within <elections> resolves to Yes.

When <election/candidate/party> refers to geographic or type subdivisions: The subdivision containing the election with the largest margin resolves to Yes.

Special provisions:

- If official results are not available by <date>, preliminary results from Source Agencies that include at least 95% of expected vote are used
- Write-in candidates count toward margin calculations only where legally valid and officially tallied

- If a candidate wins by default due to opponent withdrawal/death/disqualification after ballots are printed, the margin is calculated using actual votes cast
- For ranked choice/instant runoff elections, the margin from the final round is used
- If elections within <elections> have different total numbers of voters, margins are still compared as percentages, not absolute vote differences
- Tied margins: If two or more elections have identical margins, and the Exchange has listed relevant options, each tied option resolves to Yes at \$1.00 divided by the number of tied options

Examples that would resolve to Yes:

- "Virginia Governor" wins by 8.5% while "New Jersey Governor" wins by 3.2% - Virginia resolves to Yes
- Among Democratic candidates in three races, Candidate A wins by 12.1%, B by 7.3%, C by 9.8% - Candidate A resolves to Yes
- "Senate races" include margins of 2.1%, 5.5%, and 3.3%; "Governor races" include margins of 6.7% and 4.2% - "Governor races" resolves to Yes (due to 6.7%)
- Republican candidates achieve margins of 15.3%, 8.7%, and 11.2% across specified races - the race with 15.3% margin resolves to Yes

Examples that would NOT resolve to Yes:

- Election is postponed beyond <date> and no results are available
- Race is called but less than 95% of expected vote is counted by <date>
- Election is annulled and re-run after <date>
- Candidate with second-largest margin when another candidate has larger margin

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 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.