

March 5, 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 the <maximum/minimum/average> temperature in <area> be <above/below/exactly/at least/between> <count> <measurement units> in <time period>?” 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 the <maximum/minimum/average> temperature in <area> be <above/below/exactly/at least/between> <count> <measurement units> in <time period>?” contract (Contract). The Contract will initially be listed after close-of-business on **March 5, 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:

- **<maximum/minimum/average>**
- **<area>**
- **<above/below/exactly/at least/between>**
- **<count>**
- **<measurement units>**
- **<time period>**

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 the <maximum/minimum/average> temperature in <area> be <above/below/exactly/at least/between> <count> <measurement units> in <time period>?”

Rulebook: LOCALTEMPERATURE

Summary: Local temperature threshold outcome

Kalshi Contract Category: Weather/Climate

Kalshi Internal Category: Climate and Weather

March 5, 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 the <maximum/minimum/average> temperature in <area> be <above/below/exactly/at least/between> <count> <measurement units> in <time period>?” Contract is a contract relating to **Climate and Weather**.

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: March 5, 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 the <maximum/minimum/average> temperature in <area> be <above/below/exactly/at least/between> <count> <measurement units> in <time period>?”

Rulebook: LOCALTEMPERATURE

LOCALTEMPERATURE

Scope: These rules shall apply to this contract.

Underlying: The Underlying for this Contract is the <maximum/minimum/average> temperature in <area> in <time period>, as reported by the applicable Source Agency. Revisions to the Underlying made after Expiration will not be accounted for in determining the Expiration Value.

Source Agency: The Source Agency is <source> and will be specified by the Exchange at market listing. The Exchange may list multiple source agencies with a hierarchical ranking.

Type: The type of Contract is an Event Contract.

Issuance: The Contract is based on the outcome of a recurrent data release. Thus, Contract iterations will be issued on a recurring basis, and future Contract iterations will generally correspond to the next <time period>.

<source>: <source> refers to the data provider or providers designated by the Exchange for resolution of the Contract. <source> may be a single entity or a hierarchical list of entities, in which case the highest-ranking available source shall govern. The Exchange will specify <source> in the Contract listing.

<above/below/exactly/at least/between>: <above/below/exactly/at least/between> refers to comparison operators. "Above" means greater than ($>$), "below" means less than ($<$), "exactly" means equal to ($=$) when rounded to the precision reported by the Source Agency, "at least" means greater than or equal to (\geq), and "between" means within an inclusive range (\geq lower bound and \leq upper bound), unless otherwise specified.

<count>: <count> refers to a numerical value specified by the Exchange. <count> shall reflect the granularity of reporting by <source>, unless otherwise specified. The Exchange may, at its discretion, impose rounding conventions to a number of decimal places stated at Issuance.

<measurement units>: <measurement units> refers to the relevant units of temperature measurement specified by the Exchange. These may include, but are not limited to, Celsius/Centigrade and Fahrenheit. Where relevant, such units may be defined or rounded to one decimal place. For <area> locations within the United States, the default unit is degrees Fahrenheit. For <area> locations outside the United States, the default unit is degrees Celsius, unless otherwise specified by the Exchange.

<area>: <area> refers to a geographic location specified by the Exchange. It may take the form of a specific geographic location, geographic location(s) in the singular or the plural, geographic location(s) identified by coordinates and/or appearing in alignment with <source> reporting

conventions, geographic location(s) by distinguishing characteristics, geographic location(s) that are an element of a set of geographic location(s), or take the forms "Any" or "None".

<time period>: <time period> refers to a specific duration or range of time as specified by the Exchange. May be expressed as a calendar year (e.g., "2025"), a calendar month and year (e.g., "January 2025"), a calendar quarter (e.g., "Q1 2025"), a specific week, a specific date (e.g., "February 25, 2026"), or other bounded time periods as appropriate to the contract subject matter. All time periods are interpreted in the local standard time of <area> unless otherwise specified. The end of <time period> is defined as 11:59:59 PM local standard time on the final day of the specified period. The Exchange may list iterations of the Contract corresponding to variations of <time period>.

<maximum/minimum/average>: <maximum/minimum/average> refers to relative temperature values specified by the Exchange. When <maximum/minimum/average> is "maximum," it refers to the highest officially reported temperature in <time period>; when "minimum," to the lowest officially reported temperature in <time period>; and when "average," the mean officially reported temperature in <time period>.

Payout Criterion: The Payout Criterion for the Contract encompasses the Expiration Values that the <maximum/minimum/average> temperature in <area> is <above/below/exactly/at least/between> <count> <measurement units> in <time period>.

- If the primary Source Agency's data is unavailable, incomplete, or not published for <time period> by the Expiration Date, the Exchange may use data from the next Source Agency in the hierarchy. If no data can be obtained from any Source Agency by the Expiration Date all strikes shall resolve at the last fair price as determined in the sole discretion of the Exchange.
- If multiple weather stations exist within <area> from <source>, the Exchange will specify the relevant station or location key in question at listing. Where not specified, the designated official or primary station for that location as determined by the Source Agencies shall be used.
- Only the first official report or data release by the applicable Source Agency that includes the relevant data will be used for resolution, except where that data is retracted, corrected, or identified as erroneous by the Source Agency or the Exchange prior to the Expiration Date, in which case the Exchange will use the corrected data. Revisions, corrections, or quality control adjustments made after the Expiration Date and Expiration time shall not be considered, and the data as it appeared at the Expiration Date and Expiration time shall govern.
- Contract resolution is based on the full precision reported by the Source Agency. Rounding by media outlets, secondary reporting, or third-party summaries does not affect resolution.

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 final day of <time period>. The Last Trading Time will be one minute prior to the final time in <time period>.

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 month after the end of <time period>. 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.