January 30, 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 <political stat> <time period> be <above/below/exactly/at least/between> <value>?" 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 <political stat> <time period> be <above/below/exactly/at least/between> <value>?" contract (Contract). The Contract will initially be listed after close-of-business on **January 30, 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:
- **<political stat>**
- **<time period>**
- **<above/below/between/exactly/at least>**
- **<value>**

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 \<political stat\> \<time period\> be \<above/below/exactly/at least/between\> \<value\>?"
Rulebook: POLITICALSTAT
Summary: Political statistics
Kalshi Contract Category: Political Decision ⌄
Kalshi Internal Category: Politics ⌄
Date of Submission

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 \<political stat\> \<time period\> be \<above/below/exactly/at least/between\> \<value\>?" 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 5.16 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.

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By: Xavier Sottile
Title: Head of Markets
Date: January 30, 2026

<u>Attachments:</u>

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 <political stat> <time period> be <above/below/exactly/at least/between> <value>?"
Rulebook: POLITICALSTAT

POLITICALSTAT

Scope: These rules shall apply to this contract.

Underlying: The Underlying for this Contract is the <value> of <political stat> <time period>. 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 statistical agency or entity responsible for the calculation and/or release of <political stat> (e.g. polling agencies, Federal Election Commission, or official certifying authorities)

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.

<political stat>: <political stat> refers to a measurable political metric or indicator as specified by the Exchange. This may include (but is not limited to):
- Approval ratings (e.g., presidential approval, congressional approval)
- Polling results or polling averages (e.g., candidate support percentages, generic ballot)
- Vote shares or margins (e.g., percentage of votes received, margin of victory)
- Seat counts or changes (e.g., number of House seats held by a party)
- Turnout statistics (e.g., voter turnout percentage)
- Legislative metrics (e.g., bills passed, confirmation votes)
- Other quantifiable political indicators

<political stat> may be expressed as a percentage, index value, count, or other numerical or textual measure or statement as defined by the Exchange. Where applicable, <political stat> will be specified with sufficient detail to identify the exact metric, including the entity measured (e.g., "President Biden's job approval rating"), the measuring organization (e.g., "Gallup"), and any relevant qualifications (e.g., "among registered voters," "net approval").

<value>: <value> refers to a specific numeric level, percentage, index value or other quantitative or textual measure specified by the Exchange. Where applicable, <value> will be expressed in line with reporting conventions for <political stat> and may also be expressed to one or two decimal places, or in index points, with any applicable rounding specified by the Exchange. <value> may also take the form of "None".

<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 two decimal places unless specified otherwise, "at least" means greater than or equal to (≥), and "between" means within an range including the lower bound and excluding the upper (≥ lower bound and < upper bound), unless otherwise specified.

\<time period\>: \<time period\> refers to a specific range of time as specified by the Exchange, which may include a temporal operator that determines when the relevant statistic applies. This may be defined by exact dates (e.g., "between January 1, 2026, and December 31, 2026"), dates of publication, dates of distribution, dates of measurement, events (e.g. "2028 Presidential Election), relative markers (e.g., "before July 1, 2027"), broader intervals (e.g., "Q1 2027," "January–March 2026"), or by additional temporal operators. "Before" and "after" exclude the specified date unless stated otherwise. \<time period\> may also refer to "Any" or "None", to multiple periods (even if non-consecutive), or to a singular and discrete date or time of publication, measurement, or evaluation (e.g. at exactly 10:00am on the 25th of January).

Payout Criterion: The Payout Criterion for the Contract encompasses the Expiration Values that \<political stat\> \<above/below/exactly/at least/between\> \<value\> \<time period\>.

Unless explicitly stated otherwise, only the first official or non-preliminary release or publication of the relevant \<political stat\> will be used to resolve the market, and subsequent revisions, corrections, or updates will not affect resolution. Only official data released by the relevant Source Agency will be considered. If multiple figures are reported, the exact statistic defined in the Contract title governs.

If no data is released by the Expiration Date, the market will resolve to the last fair price as solely determined by the Exchange.

Additional clarification(s):

- For statistics expressed as percentages or non-integers, rounding follows the Source Agency's convention. If the Source Agency reports to one decimal place, the Contract resolves based on that precision. If the Source Agency reports only whole numbers, rounding to the nearest whole number applies.

Examples that would resolve the market to Yes:
- Gallup releases a presidential approval rating of 42% for January 2026, and the Contract condition is "above 40%."
- The Federal Election Commission certifies that a candidate received 51.2% of the vote on Election Day, and the Contract asks "Will the vote share be at least 51%?"
- FiveThirtyEight's polling average shows 48.5% on the specified date, and the Contract asks "Will the polling average be between 45% and 50%?"
- The RCP average displayed at exactly 10am on \<date\> for candidate approval is 75%, and the Contract asks "What will RCP average be at exactly 10:00 AM on \<date\>"

Examples that would NOT resolve the market to Yes:
- The approval rating is released before the Contract is issued.
- A revised polling average falls within the range for a "between" Contract, but the first published value did not.
- The Contract condition is "exactly 50%," and the reported value is 50.1%.
- An exit poll projects 52%, but the official certified result (which the market is targeting) is 49%.

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 and Time shall be one (1) minute prior to the expected release or capture of <political stat> <time period>. If no expected release date or time is available, trading shall close on the Expiration Date at 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 three months after the scheduled <political stat> release date for <time period>, or three months after the end of <time period> if that is not known. 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. Additionally, if no data is released, or the Source Agency announces that they will not release the Underlying data, expiration may be moved to an earlier date and time in accordance with Rule 7.2. In the case where data is expected to be delayed and later released, the Exchange may, in its sole discretion, move the Expiration Date in line 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.