

June 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 “Will <party> win <above/below/between/exactly/at least> <count> seats in <election>?” 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 <party> win <above/below/between/exactly/at least> <count> seats in <election>?” contract (Contract). The Contract will initially be listed after close-of-business on **June 12, 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>**
- **<party>**
- **<above/below/between/exactly/at least>**
- **<count>**
- **<election>**

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 <party> win <above/below/between/exactly/at least> <count> seats in <election>?”

Rulebook: SEATCOUNT

Summary: Party seat count outcome in election

Kalshi Contract Category: Political Decision

Kalshi Internal Category: Elections

June 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 “Will <party> win <above/below/between/exactly/at least> <count> seats in <election>?” 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](mailto:ProductFilings@kalshi.com).



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By: Xavier Sottile  
Title: Head of Markets  
Date: June 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: “Will <party> win <above/below/between/exactly/at least> <count>  
seats in <election>?”**

**Rulebook: SEATCOUNT**

## SEATCOUNT

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

**Underlying:** The Underlying for this Contract is the number of seats won by <party> in <election> as reported by the Source Agencies. Revisions to the Underlying made after Expiration will not be accounted for in determining the Expiration Value.

**Source Agency:** The Source Agencies are the official electoral commission or electoral authority responsible for <election>, 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, and NBC.

**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.

**<party>:** <party> refers to a political party or coalition specified by the Exchange. May include formal political parties, electoral alliances, or groupings such as "independents" or "others." Candidates who are listed on the ballot as affiliated with <party> at the time of <election> will count toward <party>'s seat total, regardless of any post-election changes in affiliation.

**<count>:** <count> refers to a numerical value specified by the Exchange, representing a number of legislative seats.

**<election>:** <election> refers to a specific election event specified by the Exchange, including the date, jurisdiction, and legislative body. May refer to general elections, midterm elections, special elections, or other electoral events. The specific legislative chamber(s) being counted will be defined at Issuance.

**<above/below/between/exactly/at least>:** Refers to comparison operators specified by the Exchange. "Above X" means  $>X$  seats, "below X" means  $<X$  seats, "exactly X" means  $=X$  seats, "at least X" means  $\geq X$  seats, "between X and Y" means  $\geq X$  and  $\leq Y$  seats.

**<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 <party> has won <above/below/between/exactly/at least> <count> seats in <election>.

For the purposes of this Contract:



- A seat is considered "won" when ALL of the following conditions are met:
  - A candidate affiliated with <party> has been declared elected by the relevant electoral authority
  - Either: (a) the time for filing legal challenges to the result has expired without challenge, OR (b) any legal challenges have been finally resolved, OR (c) the elected member has taken their seat in the parliament/legislature
- Party affiliation is determined by the party under whose banner the candidate was elected, regardless of any subsequent changes in affiliation
- The count will be determined when the new legislature takes their seat, even if vacant seats remain or seats and some election results are continuing to be challenged
- If <election> is postponed, the market will remain open and resolve based on the rescheduled election, unless the postponement extends beyond one year from the originally scheduled date, in which case the market will resolve to the last fair market price
- If <election> is cancelled entirely, the market will resolve to the last fair market price
- If only partial elections are held (some constituencies vote, others do not), only seats actually contested and filled will be counted
- By-elections occurring after the main election but after legislature is sat will be included in the count only if they are sat at the same time as the rest of the legislature
- If results in specific constituencies are annulled after initial declaration but before the seating of the legislature, those seats will not count toward any party's total unless new elections are held and completed before their seating

**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 <date>. If an event described in the Payout Criterion occurs and all seats in <election> have been called by Source Agencies with no outstanding races (or, depending on the strikes listed, if additional recounts/by-elections will not affect the value of the market), 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.