December 8, 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 <artist> release a <song> 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 <artist> release a <song> in <time period>?" contract (Contract). The Contract will initially be listed after close-of-business on **December 9, 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>**
- **<artist>**
- **<song>**
- **<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 <artist> release a <song> in <time period>?"
Rulebook: SONGRELEASE
Summary: Artist releasing specific song within timeframe
Kalshi Contract Category: Entertainment/Popular Culture
Kalshi Internal Category: Entertainment
December 8, 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 <artist> release a <song> in <time period>?" Contract is a contract relating to Entertainment.

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: December 8, 2025

<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 <artist> release a <song> in <time period>?"
Rulebook: SONGRELEASE

SONGRELEASE

Scope: These rules shall apply to this contract.

Underlying: The Underlying for this Contract is the status of <song> release by <artist> in <time period>. Revisions to the Underlying made after Expiration will not be accounted for in determining the Expiration Value.

Source Agency: The Source Agency is Spotify.

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.

<artist>: <artist> refers to a musical artist specified by the Exchange. <artist> may refer to an artist in the singular, in the multiple, as an element in a set of artists, or by distinguishing characteristics in the singular or the multiple. <artist> may also take the forms "Any" and/or "None".

<song>: <song> refers to a musical recording or album made publicly available on Spotify under <artist>'s official discography. <song> may take, though is not limited to, the following forms: song, new song, or title. Under each such classification, <song> may refer to a musical project in the singular, in the multiple, as an element in a set, or by distinguishing characteristics in the singular or multiple, including specifically or generically, and the values "Any" or "None". <song>, not under these classifications, may also take "Any" or "None".

<time period>: <time period> refers to a specific range of time as specified by the Exchange. This may be defined by exact dates (e.g., "between January 1, 2026, and December 31, 2026"), relative markers (e.g., "before July 1, 2027"), an event (e.g., "the duration of the address"), or broader intervals (e.g., "Q1–Q2 2027," "January–March 2026"). "Between" is inclusive of both endpoints, while "before" and "after" exclude the specified date unless stated otherwise. <time period> may also refer to "Any" or "None", to multiple dates (even if non-consecutive), or to a singular and discrete date or time.

Payout Criterion: The Payout Criterion for the Contract encompasses the Expiration Values that <artist> has released a <song> in <time period>.

Additional clarification(s):
- In order to be considered a <song>, the item(s) must take the form of musical content (e.g. singing, instrumental performance, or production), such that speech, narration,

interviews, or ambient sound will not qualify. Additionally, spoken-word releases (unless clearly melodic), podcasts, audiobooks, commentary tracks, promotional voice messages, and similar non-musical uploads do not count as songs, regardless of how they appear on the platform of the Source Agency.

- Where <song> takes the form "song", without the modifier "new", it may include (but is not limited to) a studio recording, live version, remix, collaboration, re-recording, demo or acoustic version, provided it appears under the artist's music discography and not a podcast or spoken-word section on Spotify.

- Where <song> takes the form of or includes "new song", it must be an original composition first released during <time period>, including new singles, unreleased tracks from upcoming albums, or collaborations featuring new material. Re-recordings (unless in a new language), remasters, radio edits, clean or explicit releases of the same underlying track, remixes, live versions, acoustic versions, instrumentals, demos, alternative takes, "artist version"-style releases, or any other full reproduction of a song already available on Spotify before <time period> does NOT meet the Payout Criterion.

- Cosmetic or technical changes, such as edits to the title, artwork, release date, or re-uploads of the same audio, do NOT constitute a new release. Live performances, previews, or teasers of a song before its official Spotify release do not affect eligibility. Once the song is officially released on Spotify during <time period>, it qualifies. Songs officially released in a new language to the original are considered new.

- If <artist> is deceased before or during <time period>, a <song> shall still qualify for the purposes of this Contract if it is first made publicly available during <time period> and is attributed to <artist> as the primary or featured performer in official materials released by the artist's estate, label, distributor, or verified Source Agency.

- A song released in a new language is considered to meet the Payout Criterion for a "new song".

- Where <song> is defined by a specific title, the title of the release must be substantively similar in order to meet the Payout Criterion. Titles released in languages not exactly matching that specified will NOT meet the Payout Criterion, even if the translated content is the same.

- If a <song> is withdrawn or taken down after release, it still qualifies if it was verifiably public at any point during <time period>.

- If a <song> appears on Spotify with a displayed release date that differs from the actual first moment of public availability, the effective release time for Contract resolution shall be the first verified time of public availability to users on Spotify, regardless of the date displayed in Spotify's metadata or album notes. Back-dating, retroactive labeling, or metadata reflecting an earlier date than the true release timestamp (for example, a song released on October 6 but marked "October 2" in Spotify metadata) does not alter eligibility. The <song> is deemed released on the later date corresponding to actual public access.

- Releases that are region-limited, staggered, or time-zone delayed qualify once they are publicly available in any official Spotify market.
- If no data is available for <time period> by the Expiration Date, all strikes shall resolve to "No". If a known technical outage is the reason for data unavailability, the Exchange may, in its sole discretion, extend the Expiration Date in line with Rule 7.2.

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 Expiration Date. The Last Trading Time will be 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 the last day included in <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.