

June 27, 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 <person> make <above/below/between/exactly/at least> <count> trips to <place> in <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 <person> make <above/below/between/exactly/at least> <count> trips to <place> in <period>? contract (Contract). The Contract will initially be listed after close-of-business on **June 27, 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:

- <period>
- <count>
- <above/below/between/exactly/at least>
- <person>
- <place>
- <1>
- <date>

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 <person> make <above/below/between/exactly/at least> <count> trips to <place> in <period>?

Rulebook: VISITCOUNT

Summary: Trip count to location within specified period

Kalshi Contract Category: Transportation

Kalshi Internal Category: Transportation

June 27, 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 <person> make <above/below/between/exactly/at least> <count> trips to <place> in <period>? Contract is a contract relating to Transportation.

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: June 27, 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 <person> make <above/below/between/exactly/at least>
<count> trips to <place> in <period>?**

Rulebook: VISITCOUNT

VISITCOUNT

Scope: These rules shall apply to this contract.

Underlying: The Underlying for this Contract is the location and travel of <person> in <period>. Revisions to the Underlying made after Expiration will not be accounted for in determining the Expiration Value.

Source Agency: The Source Agencies are <person>, official government sources of <place>, official representatives or offices of <person>, 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, NBC, BBC, The Guardian, the White House, the official schedules of the President, releases and public statements of White House, Presidential, and other political staff, White House pool reports, and official social media accounts of <person> or their official representatives.

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.

<person>: <person> refers to an individual, group of individuals, or entity specified by the Exchange. This may include named individuals, groups identified by specific characteristics (e.g., "participants in the January 6, 2021 Capitol events"), or a combination thereof. This may include non-human entities such as technologies, companies, movements, or abstract concepts. It may also take the form "no person."

<count>: Kalshi may list iterations of the Contract with <count> levels that fall within an inclusive range between 0 and 1,000 at consecutive increments of <1>. Due to the potential for variability in the Underlying, the Exchange may modify <count> levels in response to suggestions by Members.

<place>: <place> refers to one or more specific geographic areas as defined by the Exchange, including clear boundaries (e.g., "New York City metropolitan area," "Trump National Golf Club Bedminster," "Los Angeles County"). The Exchange will specify the precise geographic boundaries for each contract iteration. For visits to multiple places, visiting any single specified place satisfies the criterion if <place> uses OR logic, while ALL locations must be visited if <place> uses AND logic.

<period>: <period> refers to a time period specified by the Exchange. The Exchange may list iterations of the Contract corresponding to variations of <period>.

Payout Criterion: The Payout Criterion for the Contract encompasses the Expiration Values that <person> has made <above/below/between/exactly/at least> <count> trips to <place> in <period>.

- A single visit begins when <person> arrives in <place> and ends when <person> has left <place>. A visit need not end to be included – i.e. if <period> ends with <person> still there, that visit counts for the purposes of <count>.
- If <person> is in <place> at the beginning of <period>, that will count as a visit.

Multiple separate visits during <period> count individually.

The following do NOT constitute a visit:

- Flying over <place> without landing
- Layovers during which <person> remains in an airplane or airport, unless <place> is the specified airport
- Virtual or remote appearances
- Presence in international waters adjacent to <place>
- Presence solely within embassy or consulate grounds
- Plans, announcements, or scheduling of future visits that do not occur before <date>

Evidence of a visit must be reported by at least one Source Agency. Acceptable evidence includes but is not limited to: official announcements, news reports with specific location details, verified photographs or videos showing <person> at an identifiable location within <place>, flight records showing arrival, official schedules showing completed events, or social media posts from official accounts showing presence within <place>.

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 the first date after <period> ends. 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 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.