

November 25, 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 “What will the *<vote>* count for *<person/party/option>* be in *<election>* in *<geography>?*” 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 “What will the *<vote>* count for *<person/party/option>* be in *<election>* in *<geography>?*” contract (Contract). The Contract will initially be listed after close-of-business on **November 26, 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>*
- *<vote>*
- *<person/party/option>*
- *<election>*
- *<geography>*
- *<above/below/exactly/at least/between>*
- *<count>*

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: “What will the <vote> count for <person/party/option> be in <election> in <geography>?”

Rulebook: VOTECOUNT

Summary: Vote count for candidate/party/option in geography election

Kalshi Contract Category: Political Decision

Kalshi Internal Category: Elections

November 25, 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 “What will the <vote> count for <person/party/option> be in <election> in <geography>?” 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 5.16 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: November 25, 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: “What will the <vote> count for <person/party/option> be in <election> in <geography>?”
Rulebook: VOTECOUNT

VOTECOUNT

Scope: These rules shall apply to this contract.

Underlying: The Underlying for this Contract is the total votes cast for <person/party/option> in <election> in <geography>. Revisions to the Underlying made after Expiration will not be accounted for in determining the Expiration Value.

Source Agency: The Source Agencies are the relevant electoral authority governing <election>, the US Census Bureau, the relevant election commission of the country in which <election> takes place, the relevant national statistics agency of <geography>, The New York Times, the Associated Press, Bloomberg News, Reuters, Axios, Politico, The Washington Post, The Wall Street Journal, Financial Times, BBC, CNN, ABC News Australia, Al Jazeera, France24, Deutsche Welle, ABC, CBS, 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.

<person/party/option>: <person/party/option> refers to an individual, political party, election winner, ballot or referendum option, or political coalition specified by the Exchange. Specification may be based on official name, other distinguishing features, or by characteristic in singular, multiple, or within a given set (e.g. ‘the election winner’, ‘the incumbent party’). <person/party/option> may also take the form of “Any”, “None” or “All participants”.

<geography>: <geography> refers to the specific geographic area for which votes are being measured, such as nationwide, a specific state, congressional district, county, or other political subdivision.

<election>: <election> refers to a specific electoral event specified by the Exchange, including: jurisdiction (international, national, regional, state, provincial, municipal, religious, traditional, professional); type (presidential, parliamentary, legislative, judicial, constituent assembly, referendum, plebiscite, recall, confidence vote, electoral college, religious selection, traditional selection, professional board); electoral system (first-past-the-post, proportional representation, mixed-member, ranked choice, single transferable vote, approval, score/range, Condorcet, Borda count, cumulative, limited, single non-transferable vote, consensual allocation, religious discernment, traditional selection); round (first round, runoff, final ballot); specific position (for rotational systems); and date or year. For multi-stage elections, the Exchange will specify which stage. For elections with multiple simultaneous components, each component constitutes a separate Contract unless specified otherwise.

<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, "at least" means greater than or equal to (\geq), and "between" means within an inclusive range (\geq lower bound and \leq upper bound).

<vote>: <vote> refers to the status of a ballot filed by an eligible voter in <election>. A <vote> encompasses may encompass the following classifications, as defined and published by the relevant election authority:

- Formal vote(s): A ballot that is completed in accordance with the prescribed rules of the election authority and is counted toward the final tally.
- Informal vote(s): A ballot that has been filed but is deemed invalid under the prescribed rules of the election authority (e.g., left blank, incorrectly marked, spoiled, or otherwise failing to meet the requirements for a formal vote).
- Combination(s): Where aggregate totals are reported, <vote> may refer collectively to the sum of both formal and informal votes filed.

Unless explicitly stated otherwise, <vote> shall be interpreted to mean the classification(s) as reported by the election authority in the official certified results for <election>. Where multiple classifications are separately reported (e.g., formal and informal), each shall be treated distinctly for purposes of resolution.

<count>: <count> refers to a numerical value specified by the Exchange, representing a number of total votes.

<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 the total <vote> cast for <person/party/option> in <election> in <geography> is <above/below/exactly/at least/between> <count>.

Additional clarification(s):

- Total votes cast refers to the number of votes officially certified for <person/party/option> by the recognized election authority of <geography>.
- Provisional, absentee, early, mail-in, or electronic ballots are included if, and only if, they are reflected in the official certification.
- In preferential or ranked-choice systems, the Contract will resolve based on the vote count identified as the official result for <person/party/option> by the certifying authority. If only first-preference totals are certified, those totals are used. If only final distribution

or runoff totals are certified, those totals are used. If both are certified, the Exchange may specify which is to be used.

- If the election is held in multiple phases within <geography>, the Contract will resolve on the certified aggregate total.
- If a runoff election is required and forms part of the certified result of <election>, the runoff is encompassed.

The following ARE encompassed by the Payout Criterion:

- Officially certified votes for <person/party/option>, regardless of whether <person/party/option> has withdrawn or conceded prior to or after the election.
- Transfers of votes in preferential or ranked-choice systems, where included in the official certification.
- Certified totals from uncontested elections, including where the total certified number of votes is zero.
- Votes cast by any method (in-person, absentee, early voting, mail-in, electronic) provided they are included in the official certification.
- If the election is postponed but held within one year of the originally scheduled date, the Contract remains valid for the rescheduled election. If postponed beyond one year, all contracts resolve to No. The Contract will resolve based on the results that are officially certified by the appropriate election authority, regardless of ongoing appeals.

The following are NOT encompassed by the Payout Criterion:

- Preliminary counts, exit polls, projections, or uncertified results.
- Media-reported figures not tied to an official certification by the election authority.
- Provisional or disputed ballots not included in the official certification.
- Advisory referenda, internal party caucus counts, or straw polls not constituting <election>.
- Announced but unheld elections, unless the election is rescheduled and held within one year of its original date. If rescheduled within one year, the Contract remains valid. If postponed beyond one year, or canceled outright, the Contract resolves to No.

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 day prior to <date>. The Last Trading Time will be 11:59 PM ET.

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 <date>. 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.