OAIDAMAGE

Scope: These rules shall apply to this contract.

Underlying: The Underlying for this Contract is the payment of damages exceeding $1,000,000 by OpenAI, OpenAI Global LLC, OpenAI LP, OpenAI Inc., or any of their subsidiaries or affiliated entities in connection with a tort liability case. Revisions to the Underlying made after Expiration will not be accounted for in determining the Expiration Value.

Source Agency: The Source Agencies are OpenAI, the relevant courts' public records systems (including PACER for federal courts), the Securities and Exchange Commission,, Law360, Bloomberg Law, Reuters Legal, The New York Times, the Associated Press, Bloomberg News, The Wall Street Journal, The Verge, TechCrunch, Axios, The Information, 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.

<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 OpenAI (including OpenAI Global LLC, OpenAI LP, OpenAI Inc., or any subsidiaries or affiliated entities) has paid damages exceeding $1,000,000 in connection with a tort liability case after Issuance and before <date>.

For purposes of this Contract:

"Tort liability case" means any civil legal action based on tort law theories including but not limited to: negligence, defamation/libel/slander, invasion of privacy, product liability, intentional infliction of emotional distress, misrepresentation, nuisance, or other civil wrongs not arising from breach of contract or criminal prosecution. This also includes:

- Contract disputes
- Regulatory fines or penalties
- Intellectual property disputes based on copyright, patent, or trademark infringement

"Paid damages" means:

- Actual transfer of funds exceeding $1,000,000 has occurred
- Payment can be through settlement agreement or court judgment
- Payment can be lump sum or the cumulative total of installment payments that exceed $1,000,000
- Includes compensatory damages, punitive damages, and damages for emotional distress
- Excludes: attorneys' fees (unless specifically awarded as damages), court costs, pre-judgment or post-judgment interest, or amounts paid into escrow that have not been released to the plaintiff

Evidence of payment requires:

- Court records showing satisfaction of judgment

- Public statements by OpenAI or the plaintiff confirming payment
- Regulatory filings or other regulatory disclosures confirming payment
- Reporting from Source Agencies confirming payment has been made

Examples that would resolve the market to Yes:

- OpenAI settles a defamation case for $1.5 million and the plaintiff confirms receipt of payment
- A court enters a $2 million judgment against OpenAI for negligence and court records show the judgment has been satisfied
- OpenAI pays $500,000 initially and $600,000 in subsequent installments totaling over $1 million in a privacy tort case

Examples that would NOT resolve the market to Yes:

- A $2 million judgment is entered but not yet paid
- OpenAI settles for an undisclosed amount with no confirmation it exceeds $1 million
- OpenAI pays $800,000 in damages plus $300,000 in attorneys' fees
- A judgment is entered but later reversed on appeal before payment

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, 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.