October 29, 2026

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(d) Class Certification Regarding the Initial Listing of the "Will <party> hold <above/below/exactly/at least/at most/between> <count> seats in <chamber> after <election>?" Contracts

Dear Sir or Madam,

Pursuant to Section 5c(c) of the Commodity Exchange Act and Section 40.2(d) of the regulations of the Commodity Futures Trading Commission, KalshiEX LLC (Kalshi), a registered DCM, hereby notifies the Commission that it is self-certifying, as a class pursuant to Commission Regulation 40.2(d)(1), the "Will <party> hold <above/below/exactly/at least/at most/between> <count> seats in <chamber> after <election>?" contracts (each, a Contract, and together, the Class). The Contracts will initially be listed after close-of-business on October 29, 2026; they are listed as the day after because of limitations of the Commission's online submission portal. The Exchange intends to list the contracts on a custom basis. The Contracts' terms and conditions (Appendix A) include the following strike conditions:

- **<party>**
- **<above/below/exactly/at least/at most/between>**
- **<count>**
- **<chamber>**
- **<election>**

Each Contract within the Class relies upon a pricing source, formula, procedure, and methodology for calculating reference prices and payment obligations identical to those of the following product previously submitted to the Commission by Kalshi and certified pursuant to Commission Regulation 40.2(a) (the "Referenced Contract"): Official Product Name: "Will <party> hold <above/below/exactly/at least/at most/between> <count> seats in the U.S. House of Representatives after the November 7, 2028, general election?"; Official Receipt Date: October 29, 2026.

Along with this letter, Kalshi submits the following documents:

- A concise explanation and analysis of the Class;
- An analysis of the conditions of Commission Regulation 40.2(d)(1)(i)–(iv);
- Certification;
- Appendix A with the Contracts' 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> hold <above/below/exactly/at least/at most/between> <count> seats in <chamber> after <election>?"
Rulebook: CONGSEATSNEW
Summary: U.S. congressional chamber party seat counts
Kalshi Contract Category: Political Decision
Kalshi Internal Category: Elections
October 29, 2026

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

The following is a concise explanation and analysis of the Class and its compliance with the Act, including the relevant Core Principles (discussed in Appendix E), and the Commission's regulations thereunder. Although Commission Regulation 40.2(d)(1) requires certification only under Commission Regulations 40.2(a)(1), (a)(2), (a)(3)(i), (a)(3)(iv), and (a)(3)(vi), this explanation and analysis is provided voluntarily and consistent with CFTC Staff Advisory No. 26-22 (July 24, 2026) and CFTC Staff Letter No. 26-08 (Mar. 12, 2026).

I. Introduction

The "Will <party> hold <above/below/exactly/at least/at most/between> <count> seats in <chamber> after <election>?" Contracts are contracts relating to Elections.

Each Contract within the Class is identical in all respects to the Referenced Contract, except for the <party> (i.e., the American political party specified by the Exchange, including independent and unaffiliated members who caucus with that party), the <above/below/exactly/at least/at most/between> (i.e., the comparison operator specified by the Exchange), the <count> (i.e., the whole number of seats specified by the Exchange), the <chamber> (i.e., the chamber of the United States Congress specified by the Exchange), and the <election> (i.e., the regularly scheduled federal general election at which members of <chamber> are elected, specified by the Exchange). Every Contract within the Class relies on the identical pricing source, formula, procedure, and methodology for calculating reference prices and payment obligations, as set forth in Appendix A and analyzed below. Every Contract within the Class relies on the identical pricing source, formula, procedure, and methodology for calculating reference prices and payment obligations, as set forth in Appendix A and analyzed below.

Further information about the Contracts, including an analysis of their risk mitigation and price basing utility, as well as additional considerations related to the Contracts, is included in Confidential Appendices C, D, and E.

Pursuant to Section 5c(c) of the Act and CFTC Regulation 40.2(d), the Exchange hereby certifies that each Contract within the Class 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.

CLASS CERTIFICATION CONDITIONS PURSUANT TO COMMISSION REGULATION 40.2(d)(1)

Commission Regulation 40.2(d)(1) permits a designated contract market to list or facilitate trading in any swap or number of swaps based upon certain excluded commodities as a certified class, provided the DCM certifies, under Commission Regulations 40.2(a)(1), (a)(2), and (a)(3)(i), (iv), and (vi), that each of the conditions of Commission Regulation 40.2(d)(1)(i)–(iv) is satisfied. Each condition is satisfied with respect to the Class, as set forth below.

Condition (i) – Excluded Commodity: Each Contract within the Class is based upon an excluded commodity specified in Commission Regulation 40.2(d)(1). Specifically, each Contract is based upon an "occurrence, extent of an occurrence, or contingency" within the meaning of Section 1a(19)(iv) of the Act, namely, the number of seats in a specified chamber of the United States Congress held by members affiliated with a specified political party, including independent and unaffiliated members who caucus with that party, as of the day that chamber first convenes for the first session of the Congress beginning after a specified general election, which is beyond the control of the parties to the relevant contract, agreement, or transaction and is associated with a financial, commercial, or economic consequence.

Condition (ii) – Identical Pricing Source, Formula, Procedure, and Methodology: Each Contract within the Class is based upon an excluded commodity with an identical pricing source, formula, procedure, and methodology for calculating reference prices and payment obligations. Each Contract within the Class relies upon the identical Source Agencies, in identical hierarchical order, as set forth in Appendix A: the United States Congress, including the Office of the Clerk of the U.S. House of Representatives and the Office of the Secretary of the Senate (including the official rolls and lists of members and members-elect, party breakdown and party division records, and official journals of each chamber, as published on clerk.house.gov, house.gov, and senate.gov), the Associated Press, Bloomberg News, Reuters, the New York Times, the Washington Post, CNBC, BBC, ABC, CBS, CNN, Fox News, MS Now, NBC, and the Wall Street Journal. The first-ranked Source Agency is a single, fixed entity — the United States Congress, acting through the Office of the Clerk of the U.S. House of Representatives and the Office of the Secretary of the Senate, each a component of the Congress itself — and neither its description, nor the rank of any Source Agency, nor any other entry in the hierarchy, changes from one Contract to another, irrespective of which chamber is specified. This hierarchy is identical for every Contract within the Class.

Each Contract within the Class also relies upon an identical formula for calculating payment obligations: binary settlement of $1.00 if the Payout Criterion — that the specified political party, including independent and unaffiliated members who caucus with it, holds the specified comparison to the specified number of seats in the specified chamber of the United States Congress as of the day that chamber first convenes for the first session of the Congress beginning

after the specified general election — is satisfied, and $0.00 otherwise.

Each Contract within the Class further relies upon an identical procedure and methodology, namely the single, uniform set of rules set forth in the CONGSEATSNEW Rulebook attached as Appendix A. Every Contract in the Class shares the same definitions of Underlying, Measurement Time, Source Agency, and Payout Criterion, and the same clarifications regarding the convening of the chamber, the counting of holdover, unopposed, and appointed seats, members-elect, vacant and disputed seats, party affiliation (including state party affiliates, party changes, and independent and unaffiliated members who caucus with a party), source conflicts, and corrections. Both chambers that may be specified as <chamber> are constituted under Article I of the U.S. Constitution, assemble under the same constitutional rule set out in the Twentieth Amendment, judge the elections, returns, and qualifications of their own members, and record their membership and its party composition through the official records of the same Source Agency, so the choice of chamber is a strike parameter rather than a differing settlement source, procedure, or methodology. Contracts within the Class differ only as to the specific party, comparison operator, seat count, chamber, and general election specified by the Exchange for each Contract. The Class is limited to the voting seats of the U.S. House of Representatives and the U.S. Senate, and does not include the non-voting Delegates to the House of Representatives or the Resident Commissioner from Puerto Rico, the Vice President of the United States in the capacity of President of the Senate, the legislature of any state, the legislative body of the District of Columbia or of any United States territory, or any county, municipal, or other local legislative body. Consistent with CFTC Staff Advisory No. 26-22, the Class does not bundle permutations with differing settlement sources or methodologies; every Contract within the Class settles pursuant to the same rules irrespective of which party, comparison operator, seat count, chamber, or general election is specified.

Condition (iii) – Identity with a Previously Certified or Approved Product: The pricing source, formula, procedure, and methodology for calculating reference prices and payment obligations in each particular Contract within the Class is identical to the pricing source, formula, procedure, and methodology for calculating reference prices and payment obligations in the Referenced Contract, a product previously submitted to the Commission by Kalshi and certified pursuant to Commission Regulation 40.2(a): Official Product Name "Will <party> hold <above/below/exactly/at least/at most/between> <count> seats in the U.S. House of Representatives after the November 7, 2028, general election?", Official Receipt Date October 29, 2026. Each Contract within the Class differs from the Referenced Contract only as to the specific <party> (the American political party specified by the Exchange, including independent and unaffiliated members who caucus with that party), the specific <above/below/exactly/at least/at most/between> (the comparison operator specified by the Exchange), the specific <count> (the whole number of seats specified by the Exchange), the specific <chamber> (the chamber of the United States Congress specified by the Exchange), and the specific <election> (the regularly scheduled federal general election specified by the Exchange). The Referenced

Contract's chamber (the U.S. House of Representatives) and general election (the November 7, 2028, general election) are themselves instances of these same class variables, and its party, comparison operator, and seat count are expressed through the same class variables. No other term, condition, Source Agency, formula, procedure, or methodology differs between the Referenced Contract and any Contract within the Class.

Condition (iv) – Identical Currency: Each Contract within the Class is based upon an excluded commodity involving an identical currency: each Contract is denominated, trades, and settles exclusively in United States Dollars, with a Settlement Value of $1.00.

Identification of Settlement Sources: Consistent with CFTC Staff Advisory No. 26-22, the settlement sources upon which each Contract within the Class relies are specifically identified in Appendix A under "Source Agency," and the settlement methodology applicable to every Contract within the Class is set forth in Appendix A under "Payout Criterion."

Commission Regulation 40.2(d)(2): Kalshi acknowledges that the Commission may in its discretion require a registered entity to withdraw its certification under Commission Regulation 40.2(d)(1) and to submit each individual Contract, or certain individual Contracts, within the submission for Commission review pursuant to Commission Regulation 40.2 or 40.3.

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, and pursuant to Commission Regulations 40.2(d)(1) and 40.2(a)(1), (a)(2), (a)(3)(i), (a)(3)(iv), and (a)(3)(vi), the Exchange certifies that:

- ❏ Each Contract within the certified Class complies with the Act and Commission regulations thereunder.
- ❏ Each Contract within the certified Class satisfies each of the conditions of Commission Regulation 40.2(d)(1)(i)–(iv).
- ❏ 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: October 29, 2026

Attachments:

Appendix A - Contract Terms and Conditions
Appendix B - Trading Prohibitions
Appendix C (Confidential) - Further Considerations
Appendix D (Confidential) - Source Agency
Appendix E (Confidential) - Compliance with Core Principles

APPENDIX A – CONTRACT TERMS AND CONDITIONS

Official Product Name: "Will <party> hold <above/below/exactly/at least/at most/between> <count> seats in <chamber> after <election>?"
Rulebook: CONGSEATSNEW

CONGSEATSNEW

Scope: These rules shall apply to each Contract within the Class.

Underlying: The Underlying for this Contract is the number of seats in <chamber> held by members affiliated with <party>, including independent and unaffiliated members who caucus with <party>, as of 11:59:59 PM ET on the day <chamber> first convenes for the first session of the Congress beginning after <election>. Revisions to the Underlying made after Expiration will not be accounted for in determining the Expiration Value.

Source Agency: The Source Agencies are, in hierarchical order, the United States Congress, including the Office of the Clerk of the U.S. House of Representatives and the Office of the Secretary of the Senate (including the official rolls and lists of members and members-elect, party breakdown and party division records, and official journals of each chamber, as published on clerk.house.gov, house.gov, and senate.gov), the Associated Press, Bloomberg News, Reuters, the New York Times, the Washington Post, CNBC, BBC, ABC, CBS, CNN, Fox News, MS Now, NBC, and the Wall Street Journal..

Type: The type of Contract is an Event Contract.

Issuance: The Contracts are based on the outcomes of recurrent events. Contract iterations will be issued on a recurring basis, and Contract iterations will generally correspond to each regularly scheduled biennial federal general election at which members of the U.S. House of Representatives or the U.S. Senate are elected.

<party>: <party> refers to the American political party specified by the Exchange (e.g., "the Democratic Party," "the Republican Party"). <party> includes that party's state-level affiliates operating under a different name, such that, for example, a member listed as affiliated with the Minnesota Democratic-Farmer-Labor Party or the North Dakota Democratic-Nonpartisan League Party is affiliated with the Democratic Party. <party> also includes independent and unaffiliated members of <chamber> who caucus with that party, as set forth in the Party Affiliation clarifications below. A member listed as affiliated with any other political party does not count toward <party>. The Exchange may list iterations of the Contract corresponding to variations of <party>.

<above/below/exactly/at least/at most/between>: <above/below/exactly/at least/at most/between> refers to comparison operators specified by the Exchange. "Above X" means strictly greater than X (>X). "Below X" means strictly less than X (<X). "Exactly X" means equal to X (=X), measured to the precision specified elsewhere in the Contract. "At least X" means greater than or equal to X (≥X). "At most X" means less than or equal to X (≤X). "Between X and Y" means greater than or equal to X and less than or equal to Y (≥X and ≤Y),

i.e., inclusive of both endpoints, unless otherwise specified. The Exchange may list iterations of the Contract corresponding to variations of <above/below/exactly/at least/at most/between>.

<count>: <count> refers to a whole number of seats specified by the Exchange. The Exchange may list iterations of the Contract with <count> levels that fall within an inclusive range beginning at 0 (zero) seats and ending at 435 (four hundred thirty-five) seats at consecutive increments of 1 (one) seat. Where the comparison operator is "between," <count> may occupy two values representing the lower and upper bounds. Due to the potential for variability in the Underlying, the Exchange may modify <count> levels in response to suggestions by Members.

<chamber>: <chamber> refers to a single chamber of the United States Congress specified by the Exchange, and may take the value "the U.S. House of Representatives" or "the U.S. Senate." <chamber> consists only of the voting seats of that chamber and does not include the non-voting Delegates to the House of Representatives, the Resident Commissioner from Puerto Rico, or the Vice President of the United States in the capacity of President of the Senate. A change in the number of seats in <chamber>, or in the boundaries or numbering of the congressional districts from which its members are elected, does not affect the identification of <chamber>. <chamber> does not include the legislature of any state, the legislative body of the District of Columbia or of any United States territory, or any county, municipal, or other local legislative body. The Exchange may list iterations of the Contract corresponding to variations of <chamber>.

<election>: <election> refers to the regularly scheduled biennial federal general election at which members of <chamber> are elected, specified by the Exchange by its date (e.g., "the November 7, 2028, general election"). <election> includes any runoff election held under state law, recount, or election contest relating to a seat in <chamber> that was on the ballot at that general election. A special election held on a date other than the date of <election> is not itself <election>, although a person seated as a result of it is counted in accordance with the clarifications below. The Exchange may list iterations of the Contract corresponding to variations of <election>.

Payout Criterion: The Payout Criterion for the Contract encompasses the Expiration Values that <party> holds <above/below/exactly/at least/at most/between> <count> seats in <chamber> as of the Measurement Time.

Additional Clarifications:
Measurement Time and Convening:

- The "Measurement Time" is 11:59:59 PM ET on the day <chamber> first convenes for the first session of the Congress beginning after <election>.
- <chamber> "first convenes for the first session of the Congress beginning after <election>" on the first day on which <chamber> meets in an official session of the Congress whose term begins following <election> — ordinarily January 3 following

<election> under Section 2 of the Twentieth Amendment to the U.S. Constitution, unless a different day is appointed by law — as reflected in the official journal, the Congressional Record, or another official record of <chamber>. Party conference or caucus meetings, orientation programs for members-elect, ceremonial events, and any session of the outgoing Congress (including a lame-duck session) do not count.

- An announced or scheduled convening date does not by itself establish the Measurement Time. If the convening of <chamber> is postponed, including by a law appointing a different day, the Measurement Time is determined by reference to the day on which <chamber> actually first convenes. <chamber> has first convened on that day whether or not the election of a Speaker, the administration of the oath of office, or the adoption of rules is completed on that day.
- If <chamber> has not first convened for the first session of the Congress beginning after <election> before the Expiration Date, all markets will resolve to the last fair price, as determined by the Exchange in its sole discretion.

Seats Counted:

- Every voting seat in <chamber>, as constituted at the Measurement Time, counts, including Senate seats that were not on the ballot at <election>, seats won by candidates who ran unopposed, and seats filled by appointment. The non-voting Delegates, the Resident Commissioner from Puerto Rico, and the Vice President of the United States are not counted.
- A seat is held by the person whom the official membership record of <chamber> (for the U.S. House of Representatives, the roll and list of members and members-elect maintained by the Office of the Clerk; for the U.S. Senate, the list of Senators and Senators-elect maintained by the Office of the Secretary of the Senate) lists for that seat at the Measurement Time, including a member-elect whose credentials or certificate of election have been received and who has not yet taken the oath of office.
- A seat that is vacant or under dispute at the Measurement Time counts toward no party. A seat is under dispute if, at the Measurement Time, the official membership record lists the seat as contested, pending, or undetermined, lists more persons as holding the seat than the seat permits, or <chamber> has formally declined or deferred the seating of the person elected to it. A pending recount, election contest, or legal challenge does not by itself place a seat under dispute.
- If a member or member-elect resigns, is expelled, dies, or declines to take office before the Measurement Time, the seat is vacant unless the official membership record lists a successor for that seat at the Measurement Time, in which case the successor holds the seat.
- A projection, race call, unofficial result, or certified election result does not by itself establish who holds a seat. The official membership record as of the Measurement Time governs.
- If the official membership record has not been updated by the Measurement Time to

reflect the membership of <chamber> for the Congress beginning after <election>, the Expiration Value is determined from the official membership record as subsequently updated to show membership as of the Measurement Time and, for any seat the updated record does not show, from the remaining Source Agencies in hierarchical order.

Party Affiliation:

- A member's party affiliation is the party that the official membership record of <chamber> (including the party breakdown published by the Office of the Clerk or the party division published on senate.gov) lists for that member at the Measurement Time, not the party label, nomination, or cross-nomination under which the member appeared on the ballot.
- A member who changes party affiliation before the Measurement Time counts for the new party. A change counts only once it has actually taken effect (e.g., by formal written notice to the Clerk or the Secretary of the Senate, or by a change reflected in the official membership record); a statement of intent to change party affiliation at a future time does not count. If a change took effect before the Measurement Time but is not yet reflected in the official membership record at the Measurement Time, the member counts for the new party, as shown by the record once updated or, failing that, by the remaining Source Agencies in hierarchical order.
- A member listed as affiliated with a state-level affiliate of a national party counts as a member of that national party (e.g., a member listed with the Minnesota Democratic-Farmer-Labor Party counts as a member of the Democratic Party).
- An independent or unaffiliated member counts toward <party> if, at the Measurement Time, the official records of <chamber> or, if those records do not show caucus membership, the remaining Source Agencies in hierarchical order show that member as a member of <party>'s caucus or conference in <chamber> and of no other party's caucus or conference. For example, an independent Senator whom the Senate's party division lists as caucusing with the Democrats counts toward the Democratic Party.
- Voting with <party>, or voting for its candidate for Speaker or for majority leader, does not by itself establish caucus membership. An independent or unaffiliated member who does not caucus with any party counts toward no party, and a member listed as affiliated with any party other than <party> never counts toward <party>, regardless of caucus membership.

Source and Corrections:

- If the Source Agencies conflict as to who held a seat, or as to a member's party affiliation or caucus membership, at the Measurement Time, the hierarchy set out in Source Agency above will govern.
- If the official membership record of <chamber> is moved, renamed, reformatted, or republished on a successor page, website, or publication of the Office of the Clerk, the Office of the Secretary of the Senate, or the United States Congress, but the Congress

continues to publish its official record of the members of <chamber>, that continued record governs and the Contract remains open. If no such record is published at all, the no-data clarification below governs.

- If a Source Agency publishes a value and subsequently corrects, retracts, or removes that value prior to Expiration, the corrected value governs only if the Exchange determines, in its sole discretion, that the correction remedies a material error in the initial value; otherwise, the initial value governs as set forth below. Corrections, retractions, or removals published after Expiration will not be accounted for in determining the Expiration Value.
- Only the first value a Source Agency publishes showing who held a seat, or a member's party affiliation or caucus membership, as of the Measurement Time shall be used for the purpose of resolution unless otherwise explicitly specified by the Exchange. Corrections that the Exchange determines, in its sole discretion, do not remedy a material error shall not supersede earlier values.
- If the Exchange determines, in its sole discretion, that a Source Agency's first published value contains a material error, it may delay Expiration until the earlier of (i) publication of revised data or (ii) the Expiration Date. If no reliable data is available by the Expiration Date, all markets will resolve to the last fair price, as determined by the Exchange in its sole discretion, unless a "No data" strike is listed, in which case the "No data" strike will resolve Yes and all others will resolve No.
- For the avoidance of doubt, a correction of a clerical error in the official membership record (such as a member listed with the wrong party or in the wrong seat) may constitute a correction of a material error, while a later entry reflecting an event that took effect after the Measurement Time (such as a party change, resignation, or seating decision after that time) is not a correction and does not affect the Expiration Value.
- If there is no data for the Underlying published by any Source Agency by the Expiration Date, all markets will resolve to the last fair price, as determined by the Exchange in its sole discretion, unless a "No data" strike is listed, in which case the "No data" strike will resolve Yes and all others will resolve No.

Examples that would resolve the market to Yes:
Assuming <party> is "the Republican Party," <above/below/exactly/at least/at most/between> is "at least," <count> is 218 (two hundred eighteen), <chamber> is "the U.S. House of Representatives," and <election> is "the November 7, 2028, general election":

- At the Measurement Time, the Clerk's official membership record lists 224 Republicans and 211 Democrats. The Contract for the Republican Party holding at least 218 seats in the U.S. House of Representatives after the November 7, 2028, general election will resolve Yes, because the Republican Party holds 224 seats.
- At the Measurement Time, the Clerk's official membership record lists 217 Republicans and one independent member who is a member of the House Republican Conference. The Contract for the Republican Party holding at least 218 seats in the U.S. House of

Representatives after the November 7, 2028, general election will resolve Yes, because an independent member who caucuses with the Republican Party counts toward it.

- The House convenes on January 3, 2029, but the election of a Speaker continues past that day, and at the Measurement Time the Clerk's official membership record lists 218 Republican members-elect who have not yet taken the oath. The Contract for the Republican Party holding at least 218 seats in the U.S. House of Representatives after the November 7, 2028, general election will resolve Yes, because the House first convened that day and a member-elect listed in the record holds the seat.
- A member-elect elected as a Democrat formally changes party affiliation to Republican by written notice to the Clerk before the House first convenes, and the Clerk's official membership record lists 218 Republicans at the Measurement Time. The Contract for the Republican Party holding at least 218 seats in the U.S. House of Representatives after the November 7, 2028, general election will resolve Yes, because a party change that takes effect before the Measurement Time counts for the new party.

Examples that would NOT resolve the market to Yes:
Assuming <party> is "the Republican Party," <above/below/exactly/at least/at most/between> is "at least," <count> is 218 (two hundred eighteen), <chamber> is "the U.S. House of Representatives," and <election> is "the November 7, 2028, general election":

- At the Measurement Time, the Clerk's official membership record lists 214 Republicans and 221 Democrats. The Contract for the Republican Party holding at least 218 seats in the U.S. House of Representatives after the November 7, 2028, general election will resolve No, because the Republican Party holds only 214 seats.
- Election-night projections show Republicans winning 218 seats, but at the Measurement Time one of those seats is listed as undetermined because no certificate of election has been issued, and the Clerk's official membership record lists 217 Republicans. The Contract for the Republican Party holding at least 218 seats in the U.S. House of Representatives after the November 7, 2028, general election will resolve No, because a disputed seat counts toward no party.
- A Republican member-elect resigns before the House first convenes, and at the Measurement Time the Clerk's official membership record lists that seat as vacant and lists 217 Republicans. The Contract for the Republican Party holding at least 218 seats in the U.S. House of Representatives after the November 7, 2028, general election will resolve No, because a vacant seat counts toward no party.
- In December 2028 the membership record of the outgoing House lists 220 Republicans, but at the Measurement Time the record for the newly convened House lists 216 Republicans. The Contract for the Republican Party holding at least 218 seats in the U.S. House of Representatives after the November 7, 2028, general election will resolve No, because only the composition at the Measurement Time counts.
- A Democratic member announces before the Measurement Time that they will join the Republican Party later in the session, and at the Measurement Time the Clerk's official

membership record lists 217 Republicans. The Contract for the Republican Party holding at least 218 seats in the U.S. House of Representatives after the November 7, 2028, general election will resolve No, because a statement of intent to change parties does not count.

If a natural person who is the primary subject of a Contract's Underlying or Payout Criterion dies prior to Expiration, or if an act or attempted act of violence, assassination, or terrorism directly prevents, interrupts, or causes the event that is the primary subject of a Contract's Underlying or Payout Criterion, Kalshi may, in its sole discretion, settle the Contract at the last traded price prior to the death or act. If Kalshi determines that trading activity was materially affected by the circumstances giving rise to the death or act, Kalshi may instead use the last traded price prior to such circumstances becoming known or reasonably anticipated by market participants. For purposes of this Rule, Kalshi may rely on an approximate time where the precise time is unknown or cannot be reasonably determined. If Kalshi determines that no last traded price represents a fair settlement, the Outcome Review Committee shall determine the fair settlement price. Kalshi may halt or pause trading in any such Contract (with public notice on Kalshi's website or the Platform) if it reasonably believes that a death or act of terrorism subject to this Rule has occurred, is imminent, or that circumstances giving rise to such an occurrence may be happening. Determinations of Kalshi and the Outcome Review Committee under this Rule are final and not subject to review.

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 $250,000 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 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 ninety (90) days after the date of <election>. 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.

APPENDIX B – TRADING PROHIBITIONS

In addition to the general prohibition against trading on material nonpublic information, the Exchange will institute additional prohibitions for trading the contract. Persons under 18 years of age are not permitted to create Kalshi accounts. The following individuals will be prohibited from trading:

- Any member or member-elect of <chamber>, and any candidate for a seat in <chamber> at <election>.
- Any officer, employee, or contractor of <chamber> or of the United States Congress, including the Clerk of the U.S. House of Representatives, the Secretary of the Senate, and any staff responsible for maintaining or publishing the official membership record, party breakdown, or party division of <chamber>.
- Any officer, employee, or agent of a party caucus or conference in <chamber>, or of any national or state party organization, with access to material nonpublic information regarding the membership, party affiliation, or caucus membership of any member or member-elect of <chamber>.
- Any officer, employee, or contractor of a state or local election authority involved in conducting, canvassing, or certifying <election> for any seat in <chamber>.
- Any employee, officer, contractor, or agent of a campaign committee, party congressional campaign committee, or political action committee supporting or opposing candidates for <chamber> at <election>, with access to material nonpublic information regarding the outcome of any race for <chamber> or the party affiliation or caucus membership of any member or member-elect.
- Any employee, officer, contractor, or agent of a Source Agency listed in Appendix A with access to material nonpublic information relating to the Underlying.
- Any person who otherwise has the ability to influence, or has advance knowledge of, the outcome of <election> for any seat in <chamber>, the seating of any member of <chamber>, or the party affiliation or caucus membership of any member of <chamber> at the Measurement Time.
- The immediate family members and members of the same household of any person described above