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 <entity> record <above/below/exactly/at least/between> <count> <stat> in <time period> of <hockey game>?" 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 <entity> record <above/below/exactly/at least/between> <count> <stat> in <time period> of <hockey game>?" 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>**
- **<entity>**
- **<above/below/exactly/at least/between>**
- **<count>**
- **<stat>**
- **<time period>**
- **<hockey game>**
- **<game>**
- **<player>**

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 <entity> record <above/below/exactly/at least/between> <count> <stat> in <time period> of <hockey game>?"
Rulebook: HOCKEYENTITYSTAT
Summary: Hockey game player statistical performance threshold
Kalshi Contract Category: Sports
Kalshi Internal Category: Sports
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 <entity> record <above/below/exactly/at least/between> <count> <stat> in <time period> of <hockey game>?" Contract is a contract relating to Sports.

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

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 <entity> record <above/below/exactly/at least/between> <count> <stat> in <time period> of <hockey game>?"
Rulebook: HOCKEYENTITYSTAT

HOCKEYENTITYSTAT

Scope: These rules shall apply to this contract.

Underlying: The Underlying for this Contract is the official attribution of <stat> in <time period> of <hockey game>. For team-specific markets, only statistics accumulated by the specified team count. For game totals, statistics from both teams are combined. Statistics recorded during regulation time and overtime periods shall count toward the Underlying, unless <time period> specifies otherwise. 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 league governing <game>, ESPN, Fox Sports, and the official broadcaster of <hockey game>.

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.

<entity>: <entity> refers to either a hockey team or a hockey player officially entered in a <hockey game> as recognized by the governing body of the competition (e.g., NBA, NCAA, FIBA) and specified by the Exchange. If <entity> is a team, it is defined by the franchise, school, or national side name as listed on the official schedule, and shall be tracked through official name changes. If <entity> is a player, it is defined by the athlete's full name as listed on the official roster of the governing body or team, with the full name governing where two or more players share the same surname. <entity> may also be referred to in the singular or plural, as any team or group of teams, or any player or group of players, identified with AND/OR logic, within a set of hockey games, teams, players or players within teams (including within or representative of the whole season or tournament participants), or by distinguishing characteristics, and may also take the forms "Any" or "None."

<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 (=), "at least" means greater than or equal to (≥), and "between" means within an inclusive range (≥ lower bound and ≤ upper bound).

<count>: <count> refers to a numerical value specified by the Exchange. <count> may take the form of, but is not limited to, integer or non-integer values (e.g. 4 or 4.5). <count> may also take the form(s) of a cumulative or discrete value.

<stat>: <stat> refers to an official hockey statistic as recorded in the league's box score and/or play-by-play for the relevant competition (e.g., NHL, NCAA, IIHF). It may include, but is not limited to: goals, assists, points, shots on goal, hits, blocked shots, penalty minutes, plus/minus, faceoff wins, time on ice, power-play goals/points, short-handed goals/points, game-winning goals, empty-net goals, goaltender saves, goals-against, save percentage, shutouts, and goaltender decisions (win/loss/OTL). When <stat> is specified in the singular (e.g., "assists"), it denotes the count of that statistic; when multiple statistics are joined by AND/OR, "AND" refers to the cumulative numerical total across the listed statistics, and "OR" refers to the highest single count among them unless otherwise stated. <stat> may also denote an ordered event (e.g., first goal, last goal, first save, last penalty assessed), in which case it refers to the first/last occurrence as recorded in the official play-by-play, including overtime unless otherwise specified (note: shootout attempts and results do not count toward goals/assists/points). Where permitted, <stat> may take the forms "Any" or "None", and may also take on numerical values to further augment or define the statistic in question.

<time period>: <time period> refers to a segment of <hockey game> or the tournament at which <hockey game> is played specified by the Exchange. <time period> may take, but is not limited to the following forms:

- Entire game, which refers to the time period encapsulating regulation time and overtime
- Entire game excluding overtime (i.e. regulation time only game), which to regulation time with no overtime
- Overtime or penalties only
- A period or subsegment of the game specified in the singular or in the plural when used with AND/OR operators (e.g. first period and second period, first period or third period)
- Any period cross the entire game or a subset of the game, which may be satisfied if at least one of the aforementioned segments of the game meets the stated Payout Criterion
- Each period across the entire game, or each subset of the game, which may be satisfied if ALL of the aforementioned segments of the game meets the stated Payout Criterion
- A given time period denoted in hours and/or minutes and/or seconds of matchplay, or constrained by a given time in a stated timezone (e.g. prior to 7PM ET)
- A given segment or subsection of a competition, or the competition in its entirety

<time period> may also take the forms of any segment in a set range, refer in the singular or the multiple, by distinguishing characteristics (e.g. any hockey game involving a team from New York), "Any" or "None". Where not specified otherwise, <time period> shall be understood to refer to the sum of regulation time and overtime.

<hockey game>: <hockey game> refers to an officially scheduled contest between two teams as recognized by the National Hockey League (NHL) or the governing body of the relevant competition (e.g., IIHF, NCAA) specified by the Exchange. <hockey game> may be defined by the names of the teams involved, by the date of the game, by the stage of the season (e.g., regular season, playoffs, finals), as any hockey game within a set of hockey games (including within or

representative of the whole season or tournament), or by distinguishing characteristics. <hockey game> may also take the forms “Any” or “None”.

<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 number of <stat> recorded by <entity> in <time period> of <hockey game> is <above/below/exactly/at least/between> <count>.

Additional clarification(s):

- Statistics are considered final at the conclusion of <hockey game>. Corrections made afterwards will not affect the value of the Contract.
- If <time period> is specified in the Contract Title (e.g., “First to 2 goals in Period 1”), then <stat> must be achieved in that segment only; <stat> recorded outside of <time period> do not count.

Additional clarification(s):

- If <hockey game> is cancelled prior to scheduled commencement, all markets on <hockey game> will resolve to the last fair price as determined by the Exchange in its sole discretion.
- If <hockey game> is cancelled or abandoned after the start of the game and before 55 minutes of play have elapsed, and does not re-commence within 24 hours, all markets except for final game score (which will resolve if the game reaches 55 minutes of gameplay) and markets for which the full encapsulating <time period>s have already elapsed or those for which certain strikes have been unconditionally satisfied, will resolve to the last fair price as determined by the Exchange in its sole discretion.
- If <hockey game> is delayed for two weeks or less, all markets on <hockey game> will remain open.
- If <hockey game> is delayed for more than two weeks, all markets on <hockey game> will resolve to the last fair price as determined by the Exchange in its sole discretion.
- If a given <entity> or <player> withdraws prior to the commencement of <hockey game>, the markets on <entity> or <player> performance in <hockey game> will resolve to the last fair price as determined by the Exchange in its sole discretion.
- If a given <entity> or <player> retires or is injured during <hockey game>, the markets on <entity> or <player> will settle based on the end-of-game statistics if <entity> or <player> have played for at least one (1) second.
- If a given <entity> or <player> is disqualified following <hockey game>, the markets on <entity> or <player> will settle based on the end-of-game statistics if <entity> or <player> have played for at least one (1) second.

- If data for the results of <hockey game> is delayed or unavailable, the Exchange may wait 24-hours for it to become available. If, after 24 hours, the data remains unavailable, all markets on <hockey game> that cannot be settled due to missing data will resolve to the last fair price as determined by the Exchange in its sole discretion.
- If there is a change to the format of <hockey game> that materially affects markets on <hockey game>, the affected markets may be resolved to the last fair price as determined by the Exchange in its sole discretion.
- If a season is truncated mid-season, all markets deemed to be affected (e.g. total points over a season) by the Exchange may resolve to the last fair price as determined by the Exchange in its sole discretion.
- If there is a dead-heat or multiple winners, the tiebreak or title-sharing provisions imposed by the League will govern resolution, with otherwise mutually-exclusive markets involving co-winners resolving "Yes" for each <entity> or <player> at a Payout of ($1/(number of tied winners)) rounded down, and "No" at ($1- "Yes" Payout).

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 fifteenth day following <hockey game>. 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.