July 24, 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(a) Notification Regarding the Initial Listing of the "Will <above/below/exactly/at least/between> <count> members of <party> vote <yea/nay> for <bill> in <chamber> in <time 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 <above/below/exactly/at least/between> <count> members of <party> vote <yea/nay> for <bill> in <chamber> in <time period>?" contract (Contract). The Contract will initially be listed after close-of-business on **July 24, 2026**; 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:

- **<above/below/exactly/at least/between>**
- **<count>**
- **<party>**
- **<yea/nay>**
- **<bill>**
- **<chamber>**
- **<time period>**

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 <above/below/exactly/at least/between> <count> members of <party> vote <yea/nay> for <bill> in <chamber> in <time period>?"
Rulebook: MEMBERVOTECOUNT
Summary: Member voting records
Kalshi Contract Category: Political Decision
Kalshi Internal Category: Politics
July 24, 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

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 <above/below/exactly/at least/between> <count> members of <party> vote <yea/nay> for <bill> in <chamber> in <time period>?" Contract is a contract relating to **Politics**.

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 C, D, and E.

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: July 24, 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 <above/below/exactly/at least/between> <count> members of <party> vote <yea/nay> for <bill> in <chamber> in <time period>?"
Rulebook: MEMBERVOTECOUNT

MEMBERVOTECOUNT

Scope: These rules shall apply to this contract.

Underlying: The Underlying for this Contract is the recorded vote of members of <party> in <chamber> on <bill> in <time period>. 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 official records of <chamber> (e.g., the Clerk of the House, the Secretary of the Senate, Congress.gov, a state legislature's official journal or roll call system), the official website or social media accounts of <chamber> or <party>, C-SPAN, the Associated Press, Reuters, Bloomberg News, The New York Times, The Washington Post, The Wall Street Journal, Politico, CNN, Fox News, MSNBC, NBC, ABC, CBS, and CNBC.

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.

<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), unless otherwise specified.

<count>: <count> refers to a numerical value specified by the Exchange.

<party>: <party> refers to a political party, caucus, or conference specified by the Exchange (e.g., Democratic Party, Republican Party, Independent). <party> may refer to a singular party, multiple parties using AND logic (all specified parties collectively) or OR logic (any one of the specified parties), a subset of a party defined by distinguishing characteristics (e.g., "Republican members of the Texas delegation," "freshman Democrats"), or "Any," meaning all members of <chamber> regardless of party affiliation. Independents who formally caucus with a party are considered members of that party for purposes of this Contract unless the Exchange specifies otherwise. A member's party affiliation for purposes of this Contract, unless otherwise specified, is determined by their Caucus membership in <chamber> at the time <bill> is voted upon, regardless of the member's affiliation at the time the Contract was listed or at any other time.

<yea/nay>: <yea/nay> refers to the manner in which a member's vote is officially recorded. "Yea" refers to an affirmative vote (which may also be recorded by the Source Agency as "yes," "aye," or "for"). "Nay" refers to a negative vote (which may also be recorded by the Source Agency as "no" or "against"). Votes recorded as "present," "abstain," "not voting," or any other

designation that is not an affirmative or negative vote do not count as either "yea" or "nay" for purposes of this Contract.

<bill>: <bill> refers to a specific piece of legislation, resolution, amendment, motion, or other legislative measure specified by the Exchange, identified by its official title, bill number, or commonly used name. <bill> may refer to a specific version of a measure (e.g., as introduced, as amended, as reported by committee, or as passed by another chamber) where specified by the Exchange, or, absent such specification, the version of the measure that is subject to the vote referenced in the Payout Criterion below.

<chamber>: <chamber> refers to the specific legislative body, or a committee or subcommittee thereof, specified by the Exchange (e.g., the U.S. House of Representatives, the U.S. Senate, a state legislative chamber, a joint session of Congress).

<time period>: <time period> refers to a specific range of time as specified by the Exchange. This may be defined by exact dates (e.g., "between January 1, 2026, and December 31, 2026"), relative markers (e.g., "before July 1, 2027"), an event (e.g., "the current legislative session"), or broader intervals (e.g., "Q1–Q2 2027," "January–March 2026"). "Between" is inclusive of both endpoints, while "before" and "after" exclude the specified date unless stated otherwise. <time period> may also refer to a singular and discrete date or time (e.g., the calendar day of a scheduled vote), or, where the vote in question is not yet scheduled, to the outer bound by which the vote must occur for the Contract to resolve on the vote in question.

Payout Criterion: The Payout Criterion for the Contract encompasses the Expiration Values that the number of members of <party> in <chamber> whose vote on <bill> during <time period> is officially recorded as <yea/nay> is <above/below/exactly/at least/between> <count>.

Additional clarification(s):

- Where <bill> is subject to more than one vote in <chamber> during <time period> (e.g., a procedural motion, a cloture vote, an amendment vote, and a final passage vote), the vote counted for purposes of this Contract shall be the vote on final passage of <bill> in <chamber>, unless the Exchange specifies a different vote (e.g., a cloture vote or vote on an amendment) at the time of listing.
- Where <bill> is subject to more than one vote of the type specified by the Exchange (e.g., multiple final passage votes on different versions of <bill>, or a failed vote followed by a subsequent successful vote) during <time period>, the vote counted shall be the first such vote to occur within <time period>, unless otherwise specified by the Exchange. Unless otherwise specified, Contracts shall expire once an initial vote on final passage occurs.
- If a member's vote is changed prior to the official closing of the vote, only the member's final recorded vote is counted. Votes formally withdrawn or corrected by <chamber>

after the vote is closed, but prior to Expiration, pursuant to <chamber>'s own rules, will be accounted for.

- A member's vote that is "paired" with another member's vote (a parliamentary custom in which a member unable to be present is recorded as having a position, without that vote counting toward the official tally) does not count as a "yea" or "nay" for purposes of this Contract unless the Source Agency's official records count it as an affirmative or negative vote in the certified tally.
- Members who are deceased, expelled, resigned, or otherwise not seated at the time of the vote (excluding absences) do not count toward the number of members voting <yea/nay>, regardless of their party affiliation. Vacant seats do not count as votes of any kind.
- If a nominee or member-elect is announced or appointed to <party> but is not sworn in or seated in <chamber> at the time of the vote, that individual's position (if any) does not count.
- If <bill> is voted upon and passed via voice vote, unanimous consent, or any other mechanism for which individual members' votes are not officially recorded by <chamber>, the Contract shall resolve such that all strikes (markets) that include the total number of members in the specified <party> shall resolve “Yes” [assuming the Contract specifies “yea”] (e.g. “Above 5 Democrats” would resolve “Yes” in a situation where there were 47 Democrats in <chamber>, while “Below 5” would not). If the Contract specifies “nay” and <bill> is voted upon and fails to pass via voice vote, unanimous consent, or any other mechanism for which individual members' votes are not officially recorded by <chamber>, the Contract shall resolve such that all strikes (markets) that include the total number of members in the specified <party> shall resolve “Yes” (e.g. “Above 5 Democrats” would resolve “Yes” in a situation where there were 47 Democrats in <chamber>, while “Below 5” would not).
- If <bill> does not come to the specified vote in <chamber> during <time period> (whether because it is withdrawn, tabled, remains pending, or otherwise fails to reach a vote), all strikes that encompass a value of zero shall resolve to “Yes” (e.g. “Below 5”).

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.

Examples that WOULD resolve to "Yes" (for "at least 3 members of <party> vote yea"):

- Three or more members whose officially recorded party affiliation is <party> at the time of the vote cast a "yea" vote on the final passage vote of <bill> during <time period>.
- Two members of <party> vote "yea," and a third member of <party>, though absent for the initial call, has their vote officially recorded as "yea" prior to the closing of the vote pursuant to <chamber>'s own rules.

Examples that would NOT resolve to "Yes" (for "at least 3 members of <party> vote yea"):

- Only two members of <party> vote "yea," while a third is recorded as "not voting" or "present."
- A member switches from <party> to another party affiliation prior to the vote, and as a result only two members remain officially affiliated with <party> at the time of the vote.
- <bill> is not voted upon in <chamber> at any point during <time period>.

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 final day of <time period>. The Last Trading Time will be one minute prior to the end of <time period> .

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 the final day of <time period>. 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 sitting member of <chamber>, regardless of party affiliation, whose vote on <bill> is or may be encompassed within the Payout Criterion.
- Any member-elect, nominee, or appointee to <chamber> who has not yet been sworn in or seated, where that individual's anticipated vote or party affiliation is relevant to the Contract.
- Any employee, officer, or staff member of <chamber>, including personal office staff, committee or subcommittee staff, leadership staff, and whip's office staff.
- Any employee of the Clerk of the House, the Secretary of the Senate, or any analogous state legislative official or office responsible for recording, certifying, or tabulating the vote on <bill>.
- Any employee, officer, or staff member of <party>'s official congressional campaign committee, conference, caucus, or leadership office (e.g., the DNC, RNC, DCCC, NRCC, or a Senate/House party whip office) who has access to internal whip counts, vote projections, or other material nonpublic information regarding the anticipated vote on <bill>.
- Any registered lobbyist, or employee of a lobbying firm or organization, who has engaged in lobbying activity directly related to <bill> during <time period>.
- Any employee or affiliate of a Source Agency who has access to material nonpublic information regarding the vote on <bill> prior to its public release, or who has the ability to influence the official recording, reporting, or certification of the vote.
- Any employee of the executive branch, including the Executive Office of the President, who is directly involved in lobbying, whipping, or negotiating votes on <bill>.
- Any individual serving on, or employed by, a whip team or vote-counting operation for <party> with respect to <bill>.
- Immediate family members (spouse, domestic partner, parent, child, or sibling) and other members of the same household as any individual described above, where that family or household member has access to material nonpublic information as a result of the relationship.
- Any individual identified through the Exchange's KYC process as a Politically Engaged Person, or as a family member or close associate of a Politically Engaged Person, where the designation relates to <chamber>, <party>, or <bill>.
- Any other individual who, by virtue of their position, has access to material nonpublic information concerning the outcome of the vote on <bill>, or the ability to influence that outcome.