July 2, 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 <person> have their citizenship revoked before <date>?" 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 <person> have their citizenship revoked before <date>?" contract (Contract). The Contract will initially be listed after close-of-business on **July 2, 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>**
- **<person>**

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 <person> have their citizenship revoked before <date>?"
Rulebook: REVOKECITIZENSHIP
Summary: Citizenship revocation before specified date
Kalshi Contract Category: Political Decision
Kalshi Internal Category: Politics
July 2, 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 <person> have their citizenship revoked before <date>?" 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 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 5.12 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 3.6 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 2, 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 <person> have their citizenship revoked before <date>?”
Rulebook: REVOKECITIZENSHIP

REVOKECITIZENSHIP

Scope: These rules shall apply to this contract.

Underlying: The Underlying for this Contract is the involuntary revocation or denaturalization of <person>'s U.S. citizenship by the U.S. government, as documented by official U.S. government sources, after Issuance and before <date>. 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 U.S. Citizenship and Immigration Services (USCIS), the U.S. Department of Justice, the U.S. Department of State, the U.S. Federal Court System (PACER), Federal Register, The New York Times, the Associated Press, Bloomberg News, Reuters, The Washington Post, The Wall Street Journal, CNN, NBC News, CBS News, ABC News, Fox News, MSNBC, BBC News, and Politico.

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>: <person> refers to a specific individual specified by the Exchange who currently holds U.S. citizenship. This includes their full legal name as it appears on official U.S. government documents. If <person> is known by multiple names, aliases, or has legally changed their name, all variations are considered equivalent for the purposes of this Contract. If <person> dies before <date>, the Contract will resolve to the last fair price, as determined by the Exchange.

<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 <person> has had their U.S. citizenship involuntarily revoked or was denaturalized by the U.S. government after Issuance and before <date>.

Involuntary U.S. citizenship revocation is defined as any of the following:

- Court-ordered cancellation of naturalized U.S. citizenship through federal civil or criminal proceedings
- USCIS administrative action that formally cancels naturalized U.S. citizenship due to fraud, misrepresentation, or failure to meet naturalization requirements
- Loss of U.S. citizenship as a direct legal consequence of conviction for treason, sedition, or other federal crimes that automatically trigger citizenship loss under U.S. law

- Government action revoking citizenship due to concealment of material facts, willful misrepresentation, or other grounds specified in the Immigration and Nationality Act
- Any other method that the federal government or the President uses to permanently revoke the citizenship of <person> that survives legal appeals.

The following do NOT constitute involuntary U.S. citizenship revocation:

- Voluntary renunciation of U.S. citizenship by <person>
- Preliminary proceedings, investigations, charges, or indictments that have not resulted in final determinations
- Proposed legislation or policy changes affecting citizenship law
- Criminal convictions that do not specifically trigger automatic citizenship loss under federal law
- Deportation or removal proceedings without accompanying citizenship revocation
- Suspension of passport privileges or consular services without citizenship revocation
- Civil penalties, fines, or administrative sanctions that do not include citizenship revocation
- Loss of security clearances or government employment without citizenship revocation
- Interlocutory or preliminary court orders that do not constitute final citizenship revocation
- Settlement agreements or plea bargains that preserve citizenship status
- Pardons or commutations that restore citizenship after it was revoked (the initial revocation still counts if it occurred before <date>)

The revocation is considered effective on the date specified in the final court order, agency decision, or statutory provision. All proceedings must reach final resolution, after court challenges and citizenship actually revoked, before <date> to be encompassed.

If proceedings are initiated before <date> but final judgment occurs after <date>, the Contract resolves to "No." For criminal convictions triggering automatic citizenship loss, both the final conviction and any automatic citizenship consequences must occur before <date>. For administrative proceedings, the final agency decision (after exhaustion of all administrative appeals or expiration of appeal deadlines) must occur before <date>.

Examples that would resolve the market to Yes:

- A federal district court issues a final denaturalization judgment against <person> on June 15, 2025, finding that citizenship was obtained through fraud, and <date> is December 31, 2025
- USCIS issues a final administrative decision on August 3, 2025, revoking <person>'s naturalized citizenship due to concealment of material facts during the naturalization process, with no appeal filed within the deadline, and <date> is December 31, 2025

- <person> is convicted of treason on September 10, 2025, and under 8 U.S.C. § 1481(a)(7) automatically loses U.S. citizenship upon final conviction, and <date> is December 31, 2025
- A federal court determines that <person>'s naturalization was void ab initio due to ineligibility at the time of naturalization, with the judgment becoming final before <date>

Examples that would NOT resolve the market to Yes:

- <person> voluntarily renounces U.S. citizenship at a U.S. consulate before <date>
- <person> is indicted for crimes that could potentially lead to citizenship revocation, but no final conviction or revocation occurs before <date>
- A federal court issues a temporary restraining order related to <person>'s citizenship status, but no final revocation order before <date>
- Denaturalization proceedings are filed against <person> before <date>, but the final judgment is issued after <date>
- <person> is convicted of federal crimes that do not automatically trigger citizenship loss under U.S. law
- USCIS initiates denaturalization proceedings but issues no final decision before <date>

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.