

**Official Product Name:** “Will <person> be charged with a crime before <date>?”

**Rulebook:** CRIMECHARGE

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**Scope:** These rules shall apply to this contract.

**Underlying:** The Underlying for this Contract is whether <person> is formally charged with any <type> crime by <jurisdiction> law enforcement agency[a][b][c] or prosecutor's office 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. Department of Justice, relevant state Attorney General offices, relevant District Attorney offices, relevant county prosecutor offices, relevant city attorney offices, federal court records systems (PACER), relevant state court records systems, The New York Times, the Associated Press, Bloomberg News, Reuters, Axios, Politico, Semafor, The Information, The Washington Post, The Wall Street Journal, ABC, CBS, CNN, Fox News, MSNBC, NBC, BBC, NPR, and Courthouse News Service.

**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 an individual, group of individuals, or entity specified by the Exchange. This may include named individuals, groups identified by specific characteristics (e.g., "any participant in the January 6, 2021 Capitol events"), or a combination thereof.

**<date>:** <date> refers to a calendar date specified by the Exchange. The Exchange may list iterations of the Contract corresponding to variations of <date>.

**<jurisdiction>:** <jurisdiction> refers to the jurisdiction of the crime. For example, <jurisdiction> may include:

- Federal: The filing of a criminal complaint, information, or indictment by federal prosecutors with a federal court
- State: The filing of a criminal complaint, information, or indictment by state or local prosecutors with a state court
- Local: The filing of a criminal complaint, information, or citation by local prosecutors or law enforcement with an appropriate court
- Any: The filing of a criminal complaint, information, or citation by any prosecutor or law enforcement with an appropriate court

**<type>:** <type> refers to the level of the crime. For example, <type> may include:

- Felony charges
- Misdemeanors, including criminal citations that require court appearances
- Summary offenses or infractions that carry potential jail time

- Any charge

**Payout Criterion:** The Payout Criterion for the Contract encompasses the Expiration Values that <person> has been formally charged with <type> crime in <jurisdiction> after Issuance and before <date>.

If <type> is any, all of the following are charges that trigger the Payout Criterion:

- Felony charges of any kind
- Misdemeanor charges of any kind
- Summary offenses or infractions that carry potential jail time
- Criminal citations that require court appearances
- Charges filed under sealed indictments that are subsequently unsealed before <date>
- Superseding indictments that add new charges
- Charges filed in any U.S. jurisdiction (federal, state, local, territorial, military, or tribal courts)

The following do NOT constitute charges:

- Arrests without formal charges being filed
- Being named as a target or subject of an investigation
- Search warrants or subpoenas issued
- Civil lawsuits or administrative actions
- Congressional subpoenas or contempt findings
- Immigration violations handled solely through administrative proceedings
- Traffic violations that do not require court appearances
- Professional licensing violations or disciplinary actions
- Sealed charges that remain sealed through <date>

If charges are filed and then dismissed or dropped before <date>, [d][e]the market will resolve to "Yes" as the formal charging requirement was met.

If <person> enters into a pre-trial diversion agreement or deferred prosecution agreement that involves the filing of charges (even if stayed), this constitutes a charge for purposes of this Contract.

If multiple individuals share the same name as <person>, only charges against the specific individual or set of individuals identified by the Exchange will be considered.

Examples that would resolve the market to Yes:

- <person> is indicted by a federal grand jury on any felony charges

- <person> is charged with misdemeanor assault by local prosecutors
- <person> receives a criminal citation for contempt of court
- <person> is charged under a sealed indictment after Issuance that is unsealed before <date>[f][g][h]
- <person> enters a deferred prosecution agreement involving formal charges

Examples that would NOT resolve the market to Yes:

- <person> is arrested but no charges are filed before <date>
- <person> is named as a target in an ongoing investigation
- <person> is served with a congressional subpoena
- <person> faces only civil lawsuits or administrative penalties
- <person> receives traffic tickets that do not require court appearances

**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.