



Gemini Titan, LLC
600 Third Avenue, 2nd Floor
New York, NY 10016
United States of America

September 14, 2026

VIA ELECTRONIC SUBMISSION

Christopher J. Kirkpatrick
Secretary of the Commission
Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street, NW
Washington, DC 20581

Re: Gemini Titan, LLC Self-Certification of an Event Contract Series under 17 C.F.R. § 40.2(d) for “Will {team} be Leading after 7 Innings of {MLB game}?” (Major League Baseball Games).

Dear Mr. Kirkpatrick,

Pursuant to 17 C.F.R § 40.2(d), **Gemini Titan, LLC** (the “**Exchange**”), a designated contract market (“**DCM**”), hereby notifies the Commodity Futures Trading Commission (the “**Commission**”) of, and self-certifies, an event contract series (the “**Series**” or the “**Contracts**,” and each individually, a “**Contract**”) in the form “**Will {team} be Leading after 7 Innings of {MLB game}?**”, applicable solely to individual teams and regular-season and postseason games of Major League Baseball (“**MLB**”), for trading on the Exchange no earlier than Wednesday, September 16, 2026, which is no earlier than one business day following this submission.

This Series references the following contract (the “**Referenced Contract**”), previously self-certified by the Exchange pursuant to 17 C.F.R. § 40.2(a):

- Official Product Name: “Will the New York Yankees be Leading after 7 Innings of the New York Yankees at Minnesota Twins game on September 16, 2026?” (“**MLB7INNINGLEAD1**”);
- Official Receipt Date: September 14, 2026.

Consistent with CFTC Staff Letter No. 26-22 (July 24, 2026), the Exchange certifies that each Contract within the Series satisfies the conditions of 17 C.F.R. § 40.2(d)(1):

- (i) each Contract is based on an excluded commodity within the meaning of Section 1a(19)(iv) of the Commodity Exchange Act (the “Act”), namely the occurrence or non-occurrence of a specified team, or the two participating teams, being Leading at the completion of the seventh inning of a specified MLB game;
- (ii) each Contract relies on an identical pricing source, formula, procedure, and methodology for calculating reference prices and payment obligations—namely, the settlement hierarchy, contract size, price limits, and settlement contingencies set forth in the Referenced Contract, which are uniform across all Contracts in the Series and hold the underlying determination fixed as which team (or whether neither team) is Leading at the completion of the seventh inning; only the specific team designation and game vary from Contract to Contract;
- (iii) that pricing source, formula, procedure, and methodology is identical to the pricing source, formula, procedure, and methodology certified in the Referenced Contract; and
- (iv) each Contract is denominated, and settles, in an identical currency (USD).

The Exchange has limited this Series to Leading status at the completion of the seventh inning of MLB games because MLB’s official rules and designated statistics provider (MLB.com and its official Stats API at statsapi.mlb.com) are uniform across all games and teams within the Series. Consistent with the Commission’s guidance that a series certified under § 40.2(d) may not bundle contracts governed by different methodologies, the Exchange has not included, and does not intend by this certification to cover, contracts referencing any outcome other than Leading status at the completion of the seventh inning (including the officially determined winner of the full Game, run differential/spread, total runs, Leading status at the completion of the third or fifth inning, or any individual player statistic, each of which the Exchange would certify separately by reference to its own § 40.2(a) contract specific to that outcome, window, or statistic), or any league or governing body other than MLB.

Along with this letter, the Exchange hereby submits:

- (i) The Series’ Rules/terms and conditions, defining the class parameters, as Attachment A;
- (ii) A concise explanation and analysis demonstrating that the Series complies with the Act as confidential attachment B; and
- (iii) A confidential treatment request made pursuant to 17 C.F.R. § 145.9.

The Exchange hereby certifies that the listing of the Series complies with the Act and the Commission regulations promulgated thereunder. The Exchange also certifies that it is not aware of any substantive opposing views regarding the listing of the Series, and that this submission,

except for the appendices for which confidential treatment has been requested, has been concurrently posted on the Exchange's website at <https://www.gemini.com/titan/product-filings>.

The Exchange acknowledges the Commission's authority under § 40.2(d)(2) to require the Exchange to withdraw this certification and submit any individual Contract, or Contracts, within the Series for review under § 40.2 or § 40.3.

The Exchange respectfully requests confidential treatment for the materials identified in the separately attached confidential treatment request (the "**Confidential Materials**"). This request is made pursuant to 17 C.F.R. § 145.9 and should be construed to cover the Confidential Materials in their entirety. If the Commission receives a FOIA request for the Confidential Materials, please notify the undersigned so the Exchange may provide the detailed written justification contemplated by the Commission's FOIA rules. The Exchange understands that the request itself may be treated as a public document under § 145.9(d)(6).

If you have any questions regarding this submission, please contact the undersigned at the information below.

Sincerely,

Andrew R. Beatty
Chief Legal Officer
Gemini Titan, LLC
andrew.beatty@gemini.com

Attachment A

Rule Text for the Event Contract Series “Will {team} be Leading after 7 Innings of {MLB game}?” (MLB Games)

(a)General

(1)These Contract Rules govern the trading of the event contract series “Will {team} be Leading after 7 Innings of {MLB game}?” (“**MLB7INNINGLEAD1**” or the “Contracts”), applicable solely to MLB games, on the Exchange and the clearing of the Contracts through the Clearing House.

(2)This Rule defines a class of Contracts certified pursuant to 17 C.F.R. § 40.2(d), each of which shares an identical settlement source, formula, procedure, and methodology with the Contract referenced in the Exchange’s § 40.2(a) certification of “Will the New York Yankees be Leading after 7 Innings of the New York Yankees at Minnesota Twins game on September 16, 2026?”.

(3)The outcome referenced by this Rule is fixed as which team, if any, is Leading at the completion of the seventh inning of a scheduled MLB game, or whether the two participating teams are tied at that point. This Rule does not admit of variation in the fixed measurement window (the completion of the seventh inning) or in the underlying methodology; a series referencing a different measurement window (including the completion of the game, the third inning, or the fifth inning) or any other outcome or statistic (including run differential or total runs) would be certified separately.

(4)Capitalized Terms used, but not defined herein, have the meanings ascribed to them in the Exchange Rulebook.

(b)Underlying

(1)The Underlying for each Contract is whether {team} is Leading at the completion of the seventh inning of {MLB game}, as documented by the Source Agency. If {team} refers to one of the two participating teams, that team is “Leading” if it has scored strictly more runs than its opponent at the completion of the seventh inning (comprising both the top half and bottom half) of {MLB game}. If {team} refers to “Tie,” the Contract references whether the two participating teams have scored an identical number of runs at that point. Exactly one of the three Contracts listed for {MLB game}—the away team Leading, the home team Leading, or a Tie—will resolve to \$1.00, and the other two will resolve to \$0.00. A tie at the completion of the seventh inning is a normal and expected outcome, not a rare contingency, and is itself a value of {team} rather than a settlement contingency. Revisions to the Underlying made after Expiration will not be accounted for in determining the Expiration Value.

(2) Cash-settled Contracts are available for {team} and {MLB game} listed by the Exchange, provided {team} is either of the two teams officially scheduled to play in {MLB game} or “Tie,” and {MLB game} is a regular-season or postseason game of Major League Baseball (collectively, the “Contracts”). For purposes of the Contract, {team} refers to the Major League Baseball team identified by the Exchange as a participant in {MLB game}, or to “Tie,” regardless of the roster of players who participate in {MLB game} on behalf of either team.

(3) The Source Agency is MLB.com and its official Stats API (statsapi.mlb.com). If the Source Agency is not available, the Exchange may use the following, in hierarchical order, as a backup: (i) ESPN and (ii) NBC, TBS, Apple, Netflix, Fox, or the official broadcast or streaming partner of {MLB game}. This Source Agency hierarchy is identical to the hierarchy certified in the Referenced Contract.

(4) The Expiration Value is the value of the Underlying as documented by the Source Agency on the Expiration Date at the Expiration Time.

(c) Issuance

(1) Contract iterations will be issued on a recurring basis on the following parameters:

(i) {team} refers to either of the two teams participating in {MLB game}, or to “Tie,” as identified by the Exchange; and

(ii) {MLB game} refers to a scheduled MLB regular-season or postseason game identified by the Exchange at the time of listing.

(2) The Exchange will identify the specific team designation and game at the time each Contract is listed, consistent with the specificity of the Referenced Contract.

(d) Contract Size

(1) Each Contract has a notional size of one dollar (\$1.00).

(e) Settlement and Expiration

(1) The Payout Criterion for each Contract is whether {team} is Leading at the completion of the seventh inning of {MLB game}, subject to the following rules, which are identical to those certified in the Referenced Contract:

(i) The Contract resolves to \$1.00 if, at the completion of the seventh inning of {MLB game}: (A) where {team} refers to a participating team, that team has scored strictly more runs than its opponent; or (B) where {team} refers to “Tie,” the two participating teams have scored an identical number of runs, in each case as officially determined under MLB’s official scoring rules.

(ii) The Contract resolves to \$0.00 if the condition described in clause (i) above is not satisfied at the completion of the seventh inning of {MLB game}.

(iii) If the seventh inning of {MLB game} is completed (i.e., both the top half and bottom half of the seventh inning have been played), the Underlying is fixed at that point, and {MLB game} being subsequently shortened, called, suspended, postponed, or cancelled does not affect settlement, regardless of the number of additional innings completed and without waiting for any resumption of play.

(iv) If {MLB game} is postponed prior to commencement for any reason, the Contract shall remain open and active pending the rescheduling and completion of at least the seventh inning of {MLB game}.

(v) If {MLB game} commences but is suspended prior to the completion of the seventh inning, and is intended by MLB to be resumed and the seventh inning completed at a later date (including on a subsequent day), the Contract shall remain open and active, expiring one hour after the seventh inning is completed, as reported by the Source Agency.

(vi) If, under clause (iv) or (v) above, the seventh inning of {MLB game} is not completed and no result is recorded by the Source Agency by the final scheduled day of the applicable MLB regular season or postseason round, the Contract shall resolve to the last fair price determined in the sole discretion of the Exchange. If {MLB game} is postponed or suspended for more than two weeks before the seventh inning is completed, the Exchange may in its sole discretion resolve the Contract to the last fair price determined in its sole discretion.

(vii) If {MLB game} is officially cancelled before the seventh inning is completed, with no result declared and no make-up game scheduled, the Contract shall resolve to the last fair price determined in the sole discretion of the Exchange.

(viii) The value as recorded by the Source Agency at the Expiration Date determines settlement. Changes to the result occurring after the Expiration Date will not affect settlement.

(2) The Settlement Date shall be no later than the day after the Expiration Date, unless under review pursuant to Rule 7.1 of the Rulebook.

(3) The Expiration Date shall be the date one hour after the completion of the seventh inning of {MLB game}, as reported by the Source Agency, or as otherwise determined pursuant to Section (e)(1) above.

(4) The Expiration Time shall be one hour after the completion of the seventh inning of {MLB game}, as reported by the Source Agency.

(f) Listing and Trading Hours

(1) Contracts are listed based on the official MLB schedule, and, 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.

(2)The Last Trading Date and Last Trading Time of each Contract will be the same as its Expiration Date and Expiration Time.

(g)Price Limits and Minimum Quote Increment

(1)The Minimum Quote Increment for each Contract is \$0.01, provided that the Exchange may set a smaller Minimum Quote Increment for a Contract, which may be as small as \$0.0001, pursuant to Rule 13.1(c) of the Rulebook.

(2)There shall be no Orders for transactions in a Contract at a price less than one cent (\$0.01) or more than ninety-nine cents (\$0.99).

(h)Position Accountability and Position Limits

(1)The position accountability level for each Contract shall be \$25,000 of notional exposure.

(2)No position limits apply. Contracts are not considered economically equivalent swaps under 17 C.F.R. §150.1.

(i)Additional Settlement Contingencies

(1)Before Settlement, the Exchange 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 (including because {MLB game} is cancelled before the seventh inning is completed, the seventh inning is otherwise never completed, or a team has forfeited, withdrawn, or been disqualified in a scenario not described above), the Exchange has the right to determine payouts pursuant to Rule 7.1 of the Rulebook.