GEMINI

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

September 15, 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 Product Self-Certification under 17 C.F.R. § 40.2(a) for "Will the Dallas Wings' final margin in the Los Angeles Sparks at Dallas Wings game on September 17, 2026 be above 6.5?" Event Contract.

Dear Mr. Kirkpatrick,

Pursuant to 17 C.F.R § 40.2(a), **Gemini Titan, LLC** (the **"Exchange"**), a designated contract market (**"DCM"**), hereby notifies the Commodity Futures Trading Commission (the **"Commission"**) of its intention to list **"Will the Dallas Wings' final margin in the Los Angeles Sparks at Dallas Wings game on September 17, 2026 be above 6.5?"** (the **"Contract"**) for trading on the Exchange no earlier than Thursday, September 17, 2026, which is no earlier than one business day following this submission.

Consistent with CFTC Staff Letter No. 26-08 (March 12, 2026) and CFTC Staff Letter No. 26-22 (July 24, 2026), the Exchange submits this Contract as a single, specific event contract identifying one named game, one named pair of basketball clubs, one numerical threshold, and one identified settlement source, rather than as a Broad Template Certification. The Exchange intends to rely on this certification as the referenced contract for a subsequent event contract series certification to be filed pursuant to 17 C.F.R. § 40.2(d), covering other WNBA games, clubs, and thresholds that share an identical settlement source and methodology with this Contract.

Along with this letter, the Exchange hereby submits:

(i)The Contract's Rules/terms and conditions as Attachment A;

(ii)A concise explanation and analysis demonstrating that the Products comply with the Commodity Exchange Act (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 Contract 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 Contract, 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 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 "Will the Dallas Wings' final margin in the Los Angeles Sparks at Dallas Wings game on September 17, 2026 be above 6.5?"

(a) General

(1) These Contract Rules govern the trading of "Will the Dallas Wings' final margin in the Los Angeles Sparks at Dallas Wings game on September 17, 2026 be above 6.5?" (the "Contract") on the Exchange and the clearing of the Contract through the Clearing House.

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

(3) This Contract references a single, identified Women's National Basketball Association ("WNBA") game, a single basketball club, and a single numerical threshold, and does not admit of any additional parameters, iterations, or permutations. The Contract measures a point-margin outcome and is therefore a distinct commodity from, and is not certified as part of, the Exchange's existing WNBAWINLOSE1 family, which measures the separate, binary question of which club wins the game. The Exchange intends to separately submit a certification pursuant to 17 C.F.R. § 40.2(d) that references this Contract as the basis for an event contract series covering other WNBA games, clubs, and thresholds that share an identical settlement source and methodology with this Contract.

(b) Underlying

(1) The Underlying for the Contract is whether the Dallas Wings' final margin—calculated as the number of points officially scored by the Dallas Wings minus the number of points officially scored by the Los Angeles Sparks, including any overtime period(s)—is above 6.5, in the game scheduled between the Los Angeles Sparks and the Dallas Wings on September 17, 2026, at College Park Center, Arlington, Texas, with a scheduled tip-off of 8:00 p.m. ET (the "Game"), as documented by the Source Agency. If one or more overtime periods are played, all points scored in those periods count toward the final margin. Revisions to the Underlying made after the Expiration will not be accounted for in determining the Expiration Value.

(2) The Contract is cash-settled and applies solely to the Game.

(3) The Source Agency is WNBA.com and its official Stats platform (stats.wnba.com). If the Source Agency is not available, the Exchange may use the following, in hierarchical order, as a backup: (i) ESPN and (ii) ABC, NBC, CBS, ION, USA Network, or the official broadcast or streaming partner of the Game.

(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) Contract Size

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

(d) Settlement and Expiration

(1) The Payout Criterion for the Contract is whether the Dallas Wings' final margin in the Game is above 6.5, subject to the following rules:

(i) The recorded value reflects only points that were actually scored during the Game by either club, including any overtime period(s), regardless of the means by which they were scored (field goal, free throw, technical free throw, or otherwise) or the amount of playing time any individual player received.

(ii) If the Game is postponed before it begins for any reason (including weather, travel, or venue conditions), the Contract shall remain open and active. The Contract will expire one hour after the Game is completed, as reported by the Source Agency. If the Game is not played and no result is recorded by the Source Agency by the final rescheduled day of the current WNBA regular season (or, if the Game is a postseason game, the final scheduled day of the applicable postseason round), the Contract shall resolve to the last fair price determined in the sole discretion of the Exchange. If the Game is postponed by more than two weeks, the Exchange may in its sole discretion resolve the Contract to the last fair price determined in its sole discretion.

(iii) If the Game is officially cancelled 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.

(iv) If the Game begins but is suspended and later completed (including completion on a subsequent day), settlement shall be based on the final official result, inclusive of any overtime period(s), as reported by the Source Agency following completion of the Game.

(v) The Game cannot end in a tie. If the score is level at the end of regulation, one or more overtime periods will be played until a winner is determined, and the Underlying will be based on the final margin following the last such overtime period.

(vi) The official result 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 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 of the Rulebook.

(3) The Expiration Date of the Contract shall be the date one hour after the Game is completed, as reported by the Source Agency, or as otherwise determined pursuant to Section (d)(1) above.

(4) The Expiration Time of the Contract shall be one hour after the Game is completed, as reported by the Source Agency.

(e) Listing and Trading Hours

(1) 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 of the Contract will be the same as the Expiration Date. The Last Trading Time will be the same as the Expiration Time.

(f) Price Limits and Minimum Quote Increment

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

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

(g) Position Accountability and Position Limits

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

(2) No position limits apply. The Contract is not considered an economically equivalent swap under 17 C.F.R. §150.1.

(h) 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 the Game is cancelled 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 in the Rulebook.