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

September 22, 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 a United States victory be the outcome of the 2026 Presidents Cup?" 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 a United States victory be the outcome of the 2026 Presidents Cup?**" ("**Contract**") for trading on the Exchange no earlier than Thursday, September 24, 2026, which is no earlier than one business day following this submission.

Consistent with CFTC Staff Letter No. 26-08 (Mar. 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 edition of the Presidents Cup, one identified result being queried, 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 results and other editions of the Presidents Cup 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 a United States victory be the outcome of the 2026 Presidents Cup?"

(a) General

(1) These Contract Rules govern the trading of "Will a United States victory be the outcome of the 2026 Presidents Cup?" ("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 edition of the Presidents Cup and a single, identified result, and does not admit of any additional parameters, iterations, or permutations. 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 results and other editions of the Presidents Cup that share an identical settlement source and methodology with this Contract.

(b) Underlying

(1) The Underlying for the Contract is whether the United States achieves a winning result in the 2026 Presidents Cup (the "Event"), an international team golf competition organized by the PGA Tour and contested between the United States team and the International Team, consisting of 30 total match play points contested across Four-ball, Foursomes, and Singles sessions scheduled to be played September 24 through September 27, 2026, at Medinah Country Club, Medinah, Illinois, as documented by the Source Agency. The United States achieves a winning result if its official final point total, as recorded by the Source Agency at the conclusion of the Event, is 15.5 points or greater (or in any case greater than that of the International Team). If the official final point totals are tied at 15 points apiece, the Cup is shared and the United States has not achieved a winning result. 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 Event.

(3) The Source Agency is the official Presidents Cup website (presidentscup.com) and the PGA Tour's official statistics and results reporting (pgatour.com). If the Source Agency is not available, the Exchange may use the following, in hierarchical order, as a backup: (i) ESPN, Golf Channel, and the Associated Press and (ii) the official broadcast or streaming partner of the Event.

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

(d) Settlement and Expiration

(1) The Payout Criterion for the Contract is whether the United States achieves a winning result in the Event, subject to the following rules:

(i) If a scheduled session of the Event is postponed, suspended, or shortened for any reason (including weather or course conditions), the Contract shall remain open and active. The Contract will expire one hour after the Event's official final result is announced by the Source Agency, however the schedule is adjusted, provided the Event is completed and an official final result is declared within fourteen (14) days of its originally scheduled conclusion. If no official final result is declared by the Source Agency within that period, the Contract shall resolve to the last fair price determined in the sole discretion of the Exchange.

(ii) If the Event is officially cancelled in its entirety with no official final result declared, the Contract shall resolve to the last fair price determined in the sole discretion of the Exchange.

(iii) If the Event's format or schedule is officially curtailed (including because one or more sessions cannot be completed) and the PGA Tour or the Presidents Cup competition committee declares an official final result on that basis, that official final result, as reported by the Source Agency, shall govern settlement.

(iv) 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 Event's official final result is announced 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 Event's official final result is announced 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 Event is cancelled or either team has withdrawn from or been disqualified from the Event in a scenario not described above), the Exchange has the right to determine payouts pursuant to Rule 7.1 in the Rulebook.