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: Self-Certification of an Event Contract Series under 17 C.F.R. § 40.2(d) for "Will {result} be the outcome of the {year} Presidents Cup?" (Presidents Cup).

Dear Mr. Kirkpatrick,

Pursuant to 17 C.F.R § 40.2(d), **Gemini Titan, LLC** (the "**Exchange**"), a designated contract market ("**DCM**"), hereby self-certifies to the Commodity Futures Trading Commission (the "**Commission**") an event contract series (the "**Series**" or the "**Contracts**," and each individually, a "**Contract**") in the form of "**Will {result} be the outcome of the {year} Presidents Cup?**" applicable solely to the Presidents Cup, an international team golf competition organized by the PGA Tour, for trading on the Exchange no earlier than Thursday, September 24, 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 a United States victory be the outcome of the 2026 Presidents Cup?" ("**PRESCUP1**");
- Official Receipt Date: September 22, 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 result in a specified edition of the Presidents Cup;
>
> (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's Rule, which are uniform across all Contracts in the Series;

(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 the Presidents Cup because the PGA Tour's official competition rules, Terms of the Competition, and designated settlement sources (presidentscup.com and pgatour.com) are uniform across all editions within the Series. Consistent with the Commission's guidance that a series certified under § 40.2(d) may not bundle contracts governed by different competitions' rules, the Exchange has not included, and does not intend by this certification to cover, similar result-based contracts referencing the Ryder Cup, the Solheim Cup, or any other team golf competition, each of which the Exchange would certify separately by reference to its own § 40.2(a) contract specific to that competition.

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 "Will {result} be the outcome of the {year} Presidents Cup?"

(a) General

(1) These Contract Rules govern the trading of the event contract series "Will {result} be the outcome of the {year} Presidents Cup?" ("PRESCUP1" or the "Contracts"), applicable solely to the Presidents Cup, on the Exchange and the clearing of the Contract 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 Referenced Contract in the Exchange's § 40.2(a) certification of "Will a United States victory be the outcome of the 2026 Presidents Cup?".

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

(4) The settlement source hierarchy and the point-based determination methodology described in Section (b) below are locked across the Series and do not vary by Contract. {year} and {result} are the only parameters that vary within the Series. A series referencing a different fixed settlement methodology—including a material change to the point target or match-session structure of the Presidents Cup—would be certified separately.

(b) Underlying

(1) The Underlying for each Contract is whether {result} occurs at the conclusion of the {year} 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, as documented by the Source Agency. {result} refers to one of the following, as specified by the Exchange at the time of listing:

(i) "a United States victory," which occurs if the United States' 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 the International Team);

(ii) "an International Team victory," which occurs if the International Team's 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 the United States); or

(iii) "a tie," which occurs if the official final point totals are tied at 15 points apiece (or in any case at the same point total), as recorded by the Source Agency at the conclusion of the Event.

Exactly one of the foregoing results will occur at the conclusion of each Event. Revisions to the Underlying made after the Expiration will not be accounted for in determining the Expiration Value.

(2) Cash-settled Contracts are available for any {year} edition of the Presidents Cup listed by the Exchange, and for each of the three {result} values described in Section (b)(1) (collectively, the "Contracts").

(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. 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, with {year} referring to a scheduled edition of the Presidents Cup identified by the Exchange at the time of listing.

(2) The Exchange will identify the specific dates and venue for {year} at the time each Contract is listed, consistent with the specificity of the Referenced Contract.

(d) Contract Size

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

(e) Settlement and Expiration

(1) The Payout Criterion for each Contract is whether {result} occurs at the conclusion of the {year} Presidents Cup, subject to the following rules, which are identical to those certified in the Referenced Contract:

(i) If a scheduled session of the {year} Presidents Cup is postponed, suspended, or shortened for any reason (including weather or course conditions), the Contracts referencing that Event shall remain open and active. The Contracts 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 Contracts shall resolve to the last fair price determined in the sole discretion of the Exchange.

(ii) If the {year} Presidents Cup is officially cancelled in its entirety with no official final result declared, the Contracts shall resolve to the last fair price determined in the sole discretion of the Exchange.

(iii) If the {year} Presidents Cup'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 {year} Presidents Cup's official final result is announced by the Source Agency, or as otherwise determined pursuant to Section (e)(1) above.

(4) The Expiration Time of the Contract shall be one hour after the {year} Presidents Cup's official final result is announced by the Source Agency.

(f) 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.

(g) 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).

(h) Position Accountability and Position Limits

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

(2) No position limits apply. The 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 the {year} Presidents Cup 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.