



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

September 23, 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} win the {year} Laver Cup?” (Laver 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 {team} win the {year} Laver Cup?**” applicable solely to the Laver Cup, an annual team tennis competition between Team Europe and Team World, 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 Team World win the 2026 Laver Cup?” (“**LAVERCHAMP1**”);
- Official Receipt Date: September 23, 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 being declared champion of a specified edition of the Laver 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, which are uniform across all Contracts in the Series and hold the underlying competition format fixed at the Laver Cup’s official scoring system; only the specific team and the specific edition 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 the Laver Cup because the Laver Cup’s official rules, scoring format, and designated settlement source (LaverCup.com) are uniform across all editions of the competition. Consistent with the Commission’s guidance that a series certified under § 40.2(d) may not bundle contracts governed by different rules or methodologies, the Exchange has not included, and does not intend by this certification to cover, contracts referencing any other team tennis competition (including the Ryder Cup, Presidents Cup, Solheim Cup, Davis Cup, Billie Jean King Cup, or the ATP Cup/United Cup) or any individual, single-player tennis tournament, 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 {team} win the {year} Laver Cup?”

(a) General

- (1) These Contract Rules govern the trading of the event contract series “Will {team} win the {year} Laver Cup?” (“LAVERCHAMP1” or the “Contracts”), applicable solely to the Laver 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 Team World win the 2026 Laver Cup?”.
- (3) Capitalized Terms used, but not defined herein, have the meanings ascribed to them in the Exchange Rulebook.
- (4) This Rule holds fixed, as the locked parameter of the Series, the Laver Cup’s official two-team competition format and scoring system, as certified in the Referenced Contract; only the specific team and the specific edition of the Laver Cup vary from Contract to Contract. A series referencing a different fixed dimension—including any other team tennis competition or any individual, single-player tennis tournament—would be certified separately.

(b) Underlying

- (1) The Underlying for each Contract is whether {team} is officially declared the champion of {Tournament}, as documented by the Source Agency. Only one team may be declared champion of {Tournament}. 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 either team competing in {Tournament}, provided {Tournament} is an edition of the Laver Cup (collectively, the “Contracts”).
- (3) {team} is officially declared the champion of {Tournament} by the {Tournament}’s organizers, which typically occurs if {team} is the first team to reach thirteen (13) of the twenty-four (24) available championship points across the matches scheduled and, if necessary, played in {Tournament}, in accordance with the official rules of the Laver Cup, including any deciding match required if the score is tied at twelve (12) points apiece following completion of all other scheduled matches.
- (4) The Source Agency is LaverCup.com, the official website of the Laver Cup. If the Source Agency is not available, the Exchange may use the following, in hierarchical order, as a backup: (i) atptour.com and (ii) ESPN, Tennis Channel, Sky Sports, or the

official broadcast or streaming partner of {Tournament}. This Source Agency hierarchy is identical to the hierarchy certified in the Referenced Contract.

- (5) 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, annual basis, with {Tournament} referring to the specific edition of the Laver Cup identified by the Exchange at the time of listing, and {team} referring to either Team Europe or Team World, as specified by the Exchange at the time of listing.
- (2) The Exchange will identify the specific edition (by year), dates, venue, and team designation for {Tournament} and {team} 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 the Contract is whether {team} is officially declared the champion of {Tournament}, subject to the following rules, which are identical to those certified in the Referenced Contract:
- (i) If {Tournament} is postponed, delayed, or extended from its scheduled dates for any reason, the Contract shall remain open and active until {Tournament}'s champion is officially declared, or until the Exchange determines, in its sole discretion, consistent with clause (ii) below, that no champion will be declared.
 - (ii) If {Tournament} is officially cancelled in its entirety with no champion declared, the Contract shall resolve to the last fair price determined in the sole discretion of the Exchange.
 - (iii) If a session or match within {Tournament} is suspended and later completed (including completion on a subsequent day within {Tournament}'s rescheduled window), settlement shall be based on the final official result of {Tournament} as reported by the Source Agency following completion of all matches required to determine a champion.
 - (iv) If Team Europe or Team World is unable to field a team for {Tournament} and {Tournament} is cancelled or no champion is declared as a result, the Contract

shall resolve to the last fair price determined in the sole discretion of the Exchange.

- (v) 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 {Tournament}'s champion is determined and reported 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 {Tournament}'s champion is determined and reported 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) of the Rulebook.
- (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. 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 {Tournament}

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.