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August 17, 2026

Via CFTC Portal Submissions

Mr. Christopher Kirkpatrick
Secretary of the Commission
Office of the Secretariat
Commodity Futures Trading Commission
3 Lafayette Centre
1155 21st Street, N.W.
Washington, D.C. 20581

RE: Certification of "Will <soccer team> win the <year> English Premier League?" Event Contract – Submission Pursuant to Commission Regulation 40.2(d)

Dear Mr. Kirkpatrick:

Pursuant to Section 5c(c)(1) of the Commodity Exchange Act, as amended (the "Act" or "CEA"), and §40.2(d) of the regulations promulgated by the Commodity Futures Trading Commission (the "CFTC" or "Commission"), Rothera Exchange and Clearing LLC (the "Exchange" or "Rothera"), a CFTC designated contract market ("DCM"), hereby certifies the following classes of swaps ("Swaps") for trading on Rothera's electronic trading system:

- Will <soccer team> win the <year> English Premier League?

This certification should be read in conjunction with the product self-certification of the "Will Manchester United win the 2027 English Premier League?" Event Contract submitted by Rothera on August 17, 2026 pursuant to §40.2(a).

Rothera will list the Swaps no earlier than August 19, 2026.

Attached as Exhibit A is a concise explanation and analysis of the Swaps' compliance with applicable provisions of the Commodity Exchange Act (the "CEA"), including the Core Principles and Commission's Regulations thereunder.

As required by Commission Regulation 40.2(d)(1), Rothera hereby certifies that, with regard to the Swaps:

i) Each particular Swap within the certified class of Swaps is based upon an "excluded commodity" specified in Regulation 40.2(d)(1);

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ii) Each particular Swap within the certified class of Swaps is based upon an excluded commodity with an identical pricing source, formula, procedure, and methodology for calculating reference prices and payment obligations;

iii) The pricing source, formula, procedure, and methodology for calculating reference prices and payment obligations in each particular Swap within the certified class of swaps is identical to a pricing source, formula, procedure, and methodology for calculating reference prices and payment obligations in a product previously submitted to the Commission and certified or approved pursuant to Regulation 40.2 or Regulation 40.3; and

iv) Each particular Swap within the certified class of Swaps is based upon an excluded commodity involving an identical currency or identical currencies.

The Exchange hereby certifies that the Swaps comply with the Act, as amended, and the Commission Regulations adopted thereunder. No substantive opposing views were expressed to the Exchange by governing boards or market participants with respect to this certification. The Exchange hereby certifies that a copy of this submission was concurrently posted on the Rothera website.

Should Commission staff have any questions regarding the above, please do not hesitate to contact me by telephone at (773) 703-6365 or by email at kevin@rothera.io.

Sincerely,

/s/

Kevin Dan
Chief Compliance and Regulatory Officer
Rothera Exchange and Clearing LLC

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EXHIBIT A

“Will <soccer team> win the <year> English Premier League?” Event Contract

Scope - These terms govern the trading of the “Will <soccer team> win the <year> English Premier League?” Event Contract (the “Contract”), a type of “Event Contract” listed by the Exchange.

Underlying - The Underlying for this Contract is the official final result of whether <soccer team> wins the <year> English Premier League. Revisions to the Underlying made after Expiration will not be accounted for in determining the Expiration Value.

Source Agency - The Source Agencies are, in hierarchical order, https://www.premierleague.com/en and the official statistics published on its public website, ESPN, CBS Sports, Fox Sports, NBC Sports, the Associated Press, Reuters and the official broadcaster of the English Premier League.[1]

Type - The Type of Contract is a swap.

Issuance - The Contract is based on the outcome of a recurrent sporting event. Accordingly, Contract iterations will be issued on a recurring basis, and future Contract iterations will generally correspond to subsequent scheduled English Premier League seasons as specified by the Exchange.

<soccer team> – Refers to a soccer entity participating in the English Premier League, as specified by the Exchange. <soccer team> may refer to a singular team, multiple teams using AND/OR logic, a team within a set of teams, or teams defined by distinguishing characteristics (e.g., "any group team," "the home team," "teams with winning records"). <soccer team> may also take the values "Any" or "None." The Exchange may list iterations of the Contract corresponding to variations of <soccer team>. If a team name changes, or undergoes organizational restructuring while maintaining substantial continuity, <soccer team> shall track the successor entity. This will be announced by the Exchange in the event it is relevant.

<year> - Refers to the calendar year in which the Final match of the specified English Premier League season is completed (e.g., 2027).

Trading and Settlement - During the Event Contract trading hours, Participants are able to adjust their positions and trade freely. After trading of the Event Contract has closed,

[1] All trademarks are the property of their respective owners.

Rothera will determine the Expiration Value and whether the Payment Criterion encompasses the Expiration Value (i.e., whether the outcome is “Yes” or “No”). The market is then settled by Rothera, and either the long position holders or the short position holders are paid the Settlement Value. In this case, “long position holders” refers to Participants who purchased the “Yes” side of the Event Contract and “short position holders” refers to Participants who purchased the “No” side of the Event Contract. If the Expiration Value is “Yes”, then the long position holders are paid the Settlement Value multiplied by the number of Contracts held by such Participant and the short position holders receive no payment. If the Expiration Value is “No,” then the short position holders are paid the Settlement Value multiplied by the number of Contracts held by such Participant and the long position holders receive no payment. Specification of the circumstances that would trigger an Expiration Value of “Yes” is included below in the section titled “Payment Criterion”. The Expiration Date of the Contract is designed to account for multiple possible contingencies regarding the timing of the determination of the event. Any subsequent revisions to the initial release of the final result of the English Premier League by the league or association will NOT affect or alter the settlement value of the Contract once the Expiration Value is determined by the Exchange.

Payment Criterion - The Payment Criterion for the Contract encompasses the Expiration Value where <soccer team> is the winner of the <year> English Premier League. In order to be considered the “winner” of the English Premier League, <soccer team> must finish in first place in the official league table at the conclusion of the season, based on total accumulated points and applicable tiebreakers (such as goal difference and goals scored).

Additional Clarifications:

- If the English Premier League is (i) abandoned, cancelled, or (ii) not scheduled or rescheduled to take place before the expiration time, the Contract will resolve based on the last fair market price as determined by the Exchange pursuant to Rothera DCM Rule 7.2. Long position holders will receive the number of Contracts held multiplied by the fair market price, and short position holders will receive the number of Contracts held multiplied by $1 minus the fair market price.

- If English Premier League is suspended during play and is officially scheduled to resume from the point of suspension (i.e., from the minute and score at which play was halted) before expiration time of the English Premier League, the Contract shall remain open and shall settle based on the final result of the English Premier League as so resumed. If the English Premier League does not resume from the point of suspension before expiration time of the Contract and no final result has been declared, the Contract shall resolve based on the last fair market price as determined by the Exchange pursuant to Rothera DCM Rule 7.2. Long position holders will receive the number of Contracts held multiplied by the fair market price, and short position holders will receive the number of Contracts held multiplied by $1 minus the fair market price.

- If the English Premier League is shortened, called, or otherwise ended before the completion of the scheduled time (e.g., due to weather or curfew), and the Source Agency declares the league result final and records a winner, the market will resolve based on that final result.

- If <soccer team> forfeits the English Premier League before the League begins play, the market for the forfeiting <soccer team> will resolve to “No”.

- If <soccer team> is disqualified, deemed ineligible, or has the result of the English Premier League vacated after the league has started but before the Contract expires, the market will resolve to "No" for the disqualified <soccer team>.

- If the English Premier League is moved to either an earlier or later time than originally scheduled, then the market will remain open and will resolve based on the final result.

- The Contract shall remain open until the conclusion of the official Final match and shall resolve based on the aggregate result as officially determined by the governing body, including any extra time or penalty shootout played as part of the final leg.

- If the official league result is delayed or unavailable, the Exchange may wait up to 24 hours after the Expiration Time for the result to become available, after which it may resolve the Contract in its sole discretion.

- If a Source Agency publishes a result that it subsequently retracts, corrects, or confirms was the result of a compromised, hacked, or erroneous source, the Exchange will rely on the final corrected result published by the Source Agency prior to the Expiration Time.

Minimum Tick – The Minimum Tick for the Event Contract shall be $0.01.

Position Accountability Level – The Position Accountability Level for the Event Contract is 5,000,000 Contracts for Participants. The Position Accountability Level for Market Makers is 25,000,000 Contracts, or as updated on the Exchange’s website.

Last Trading Date – The Last Trading Date of the Contract is the date on which the <year> English Premier League is completed or otherwise resolved pursuant to the Payment Criterion.

Settlement Date – The Settlement Date is the date on which money is paid to the account of a Participant in whose favor the contract settled pursuant to an Event Contract held until Expiration, and on which money is paid from the account of a Participant who is obligated to pay money pursuant to an Event Contract held until Expiration. The Settlement Date of the Contract shall be no later than the day after the Expiration Date.

Expiration Date – The latest Expiration Date of the Contract shall be two (2) days after the originally scheduled conclusion date of the English Premier League. If an event described in the Payment Criterion occurs, expiration will be moved to an earlier date and time as determined by the Exchange.

Expiration Time – The Expiration Time of the Event Contract shall be 10:00 AM CT on the Expiration Date.

Settlement Value – The Settlement Value is the amount paid to the holder of the in-the-money Event Contract on the Settlement Date. The Settlement Value of an in-the-money Event Contract is $1.

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

Contingencies – If the Source Agency does not actually announce a result consistent with the settlement methodology or the Payment Criterion on or before the Expiration Date due to a delay, postponement, cancellation or otherwise in such release announcement by the Source Agency, the Settlement Date, Expiration Date and Expiration Time will be delayed until the Underlying outcome or results are released or as otherwise set forth on the Exchange pursuant to DCM Rule 7.2. Consistent with DCM Rule 7.2, Rothera reserves the right to make settlement determinations.

Trading Prohibitions – In addition to the prohibition against the misappropriation of material nonpublic information under CFTC Regulation 180.1, the Exchange's prohibited trading activities set forth in Chapter 7 of the DCM Rulebook, certain additional individuals are prohibited from trading the Event Contract. Those persons include:

- Any player, manager, coach, assistant coach, goalkeeping coaches, fitness staff, and on-field/bench personnel of any <soccer team> participating in the English Premier

League, including reserve and academy players designated for matchday.
- Any replay official or other league or association official assigned to, supervising, or with authority over the English Premier League.
- Any scouting, analytics, medical, training, or locker room personnel of any Member Association participating in the referenced English Premier League.
- Any employee, officer, or contractor of a league or association, or any league or association controlled or league-affiliated entity who has access to information relating to game operations, scheduling, officiating assignments, disciplinary actions, or competitive conditions.
- Any sports agent, advisor, or representative of a player or team participating in the referenced English Premier League.
- Any immediate family member or household member of any of the foregoing persons, where such person reasonably may have access to material nonpublic information regarding the referenced soccer game.
- Any individual subject to integrity or ethics rules of a soccer league or association who has a duty to safeguard the integrity of football competitions.
- Any other Person who, by sole determination of the Exchange, possesses material nonpublic information relating to the Underlying.