September 2, 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 <tennis player> win the <women's tennis match>?" 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 <tennis player> win the <women's tennis match>?

This certification should be read in conjunction with the product self-certification of the "Will Aryna Sabalenka win the Aryna Sabalenka vs. Polina Iatcenko tennis match on September 2, 2026?" Event Contract Event Contract submitted by Rothera on September 2, 2026 pursuant to §40.2(a).

Rothera will list the Swaps no earlier than September 4, 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);

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

ROTHERA

EXHIBIT A

“Will <tennis player> win the <women's tennis match>?” Event Contract

Scope - These terms govern the trading of the “Will <tennis player> win the <women's tennis match>?” 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 <tennis player> will win the <women's tennis match>. 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, wtatennis.com 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 <women's tennis match>.[1]

Type - The Type of Contract is a swap.

Issuance - The Contract is based on the outcome of a sporting event. Accordingly, Contract iterations will be issued on a recurring basis, and future Contract iterations will generally correspond to subsequent scheduled <women's tennis match> events within the same tournament or season as specified by the Exchange.

<tennis player> - refers to the tennis competitor who is officially entered in the <women's tennis match> as recognized by the governing body of the event (e.g., WTA, ITF, or the organizing tournament authority). A <tennis player> may be an individual athlete (in singles) or a doubles pair entered together as a team (in doubles), or a national, regional, or representative team competing in a team competition. Where two competitors share the same surname, the player's full name as listed in the official match entry list governs.

<women's tennis match> - refers to a specific, identified scheduled women's tennis contest between two players (singles) or two teams (doubles) as recognized by the governing body of the tournament or match. <women's tennis match> may be defined by the names of the players involved, by date or time, by the stage of the tournament, as any women's tennis match within a set of women's tennis matches (including within or representative of the whole tournament), or by distinguishing characteristics, or the overarching tournament as a whole (e.g. “Wimbledon Tennis Championship”). <women's tennis match> may also take the forms "Any" or "None".

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

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, 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 <women's tennis match> 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 <tennis player> is the winner of the <women's tennis match>. In order to be considered the “winner” of the <women's tennis match>, the <tennis player> must win the majority of the required sets in the <women's tennis match>, whether determined by completed play, opponent retirement, or default/disqualification. The market resolves based on the first final result reported by the Source Agency, unless the Exchange, in its sole discretion pursuant to DCM Rule 7.2, determines that such result is clearly erroneous and elects to defer to a corrected official final result issued prior to Expiration.

Additional Clarifications:

- All <women's tennis match> tie-breaking procedures are included in determining the winner.

- If the <women's tennis match> is cancelled prior to the first point being played, the market 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 the <women's tennis match> begins (at least one point is played) and ends by retirement, default, or disqualification, the competitor recorded by the Source Agency as the winner of the <women's tennis match> governs resolution, and the Contract is settled on that recorded result.

- If the <women's tennis match> is cancelled or discontinued after the first point is played, all markets will resolve to the last fair price as determined at the sole discretion of the Exchange.

- If the <women's tennis match> is delayed and scheduled to occur within the original timeframe of the tournament, the market will remain open with settlement occurring no later than two (2) days after the originally scheduled conclusion of the specified tournament or match. Additionally, a change of venue, playing surface, or court conditions, or change to the tournament or match format (for example, a change in the number of sets), does not affect resolution so long as a final result indicating a winner of the <women's tennis match> is recorded by the Source Agency.

- If the <women's tennis match> is delayed and not scheduled to occur within the original timeframe of the tournament or match, 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. A new market will be created for the newly scheduled <women's tennis match>.

- If <tennis player> withdraws prior to the first point of the <women's tennis match>, all related markets will resolve based on the first final result recorded by the Source Agency. If no final result is recorded by the Source Agency, the market 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 <tennis player> retires due to injury or other circumstance during the match, all markets affected by the retirement of <tennis player> will resolve based on the first final result recorded by the Source Agency. If no final result is recorded by the Source

Agency, the market 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 <tennis player> is disqualified after the conclusion of the <women's tennis match> and prior to Expiration Time, the results of the <women's tennis match> will not be adjusted.

- If the first final result of the <women's tennis match> is delayed or unavailable, the Exchange may wait up to 24 hours after the Expiration Time for data availability, after which it may resolve the Contract pursuant to Rothera DCM Rule 7.2.

- 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 <women's tennis match> 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 date of the <women's tennis match>. 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 Time 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 extended as set forth in the Additional Clarifications section herein. In the event no result is confirmed within the extended period specified therein, the Contract shall resolve pursuant to DCM Rule 7.2. Consistent with Exchange 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:

- Current and former players, and the coaches, trainers, physiotherapists, medical staff, hitting partners, agents, managers, and other support-team members of <tennis player>.
- Chair umpires, line umpires, review officials, referees, supervisors, and other on-court or tournament officials of the <women's tennis match>.
- Employees, officers, contractors, and statisticians of the governing body sanctioning the <women's tennis match>, of the official tournament authority, and of the official statistics or data provider responsible for compiling, scoring, or first publishing the Underlying.
- Any sports agent, legal advisor, or tournament representative of a player or member association participating in the referenced tennis tournament or match.
- Any person with access to material nonpublic information regarding the fitness, injury, withdrawal, or scheduling of <tennis player> relevant to the <women's tennis match>.
- Ultimate beneficial owners and operators of the <women's tennis match>.

- Any immediate family member, household member, or close associate of any of the foregoing persons, where such person reasonably may have access to material nonpublic inside information regarding the <women's tennis match>.
- Any individual subject to integrity or ethics rules of a tennis league or association who has a professional duty to safeguard the integrity of tennis competitions.
- Any other Person who, by sole determination of the Exchange, possesses material nonpublic information relating to the Underlying.