



July 13, 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 Congressional Control Event Contract – Submission Pursuant to Commission Regulation 40.2(a)

Dear Mr. Kirkpatrick:

Pursuant to Section 5c(c)(1) of the Commodity Exchange Act, as amended (the “Act” or “CEA”), and §40.2(a) 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:

Contract Name:	Congressional Control Outcome Event Contract (the “Event Contract” or “Contract”)
Description:	Based on whether <chamber of Congress> will be controlled by <party> for <term>.
Contract Type:	Swap
Listing Date:	The Exchange intends to list the Event Contract for trading on or after July 15, 2026

In connection with this certification, Rothera is submitting the following:

- i. A concise explanation and analysis of the Event Contract;
- ii. A certification that the Event Contract complies with the Act and Commission Regulations thereunder;
- iii. A certification that Rothera has posted a copy of the product submission on its website;
- iv. The intended listing date of the first Event Contract;
- v. The terms and conditions of the Event Contract, set forth in Exhibit A hereto; and



- vi. A discussion of the Event Contract's compliance with applicable provisions of the Act and Commission Regulations thereunder, set forth in Exhibit B hereto.

The Event Contract is a derivatives contract that is a tradeable financial instrument on a DCM designed to express a market view related to the outcome of a political event, specifically the result of a U.S. Congressional election, determined based on official election results as reported by reputable, independent news organizations.

The Event Contract references a binary outcome based on whether a specified political party controls a designated chamber of the United States Congress, as identified in the Contract. For purposes of this Contract, the outcome is determined solely by reference to election results as reported by the designated Source Agencies, as described in greater detail in Exhibit A.

Settlement of the Contract will be determined by reference to the officially reported final result of the specified Congressional election.

The Event Contract operates in a manner similar to contracts that other DCMs have certified for trading. Price bands will apply to the Contract so that trading only occurs between \$0.01 and at most \$0.99. The Contract has a notional value of \$1 and a minimum price fluctuation of \$0.01.

As outlined in Rothera Rule 4.6, trading in the Event Contract will be available at all times outside of any maintenance windows, which will be announced in advance by the Exchange. At least one market maker will be providing liquidity for the Event Contracts available for trading on Rothera. Rothera has further imposed position accountability levels as described in more detail below. Participants will be charged fees in such amounts as may be revised from time to time and reflected on Rothera's website.

The contract specifications are set forth in Exhibit A. A complete index of the Core Principles for designated contract markets, addressing each applicable Core Principle, is set forth in Exhibit B, and is submitted pursuant to a petition for confidential treatment under the Freedom of Information Act, in accordance with CFTC Regulation 145.9. All terms that are used but not defined herein have the meanings set forth in the Exchange Rules.¹

The Exchange hereby certifies that the product complies 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

¹ Available at: <https://www.rothera.io/reg-notice>.



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

EXHIBIT A

Congressional Control Outcome Event Contract

Scope - These terms govern the trading of the Congressional Control Outcome Event Contract (the “Contract”), a type of “Event Contract” listed by the Exchange.

Underlying – The Underlying for this Contract is the official result of whether <chamber of Congress> will be controlled by <party> for <term>. Revisions to the Underlying made after Expiration will not be accounted for in determining the Expiration Value.

Source Agency – The primary Source Agency is [congress.gov](https://www.congress.gov). The alternate Source Agencies are the New York Times, the Associated Press, ABC News, CBS News, CNN, Fox News, MSNBC, and NBC, as determined by the Exchange. The alternate Source Agencies may be replaced at the sole discretion of the Exchange, should one cease to provide independent election results.

Type – The Type of Contract is an Event Contract, which is a swap.

Issuance – The Contract is based on the outcome of a recurrent political event. Accordingly, Contract iterations will be issued on a recurring basis, and future Contract iterations will generally correspond to subsequent scheduled elections, each corresponding to a different <term>, or similar electoral events determining control of a <chamber of Congress>, as specified by the Exchange.

<chamber of Congress> – refers to a chamber of the United States Congress. It can take the value of “U.S. House of Representatives” or “U.S. Senate”.

<party> – refers to a U.S. national political party (e.g. Democratic Party, Republican Party).

<term> – refers to the numbered term of the United States Congress (e.g. 119th Congress). A term of Congress begins and ends every two years.

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 Criteria 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 an absolute amount proportional to the size of their position and the short position holders receive no payment. If the Expiration Value is “No,” then the short position holders are paid an absolute amount proportional to the size of their position and the long position holders receive no payment. Specification of the circumstances that would trigger an Expiration Value of “Yes” are 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 determination of <chamber of Congress> control for <term> by the applicable governing body 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 <party> is in control of <chamber of Congress> for <term>. “Control” of <chamber of Congress> is established when the leader of <chamber of Congress> is a member of <party> on the Expiration Date. The leader of the U.S. House of Representatives is the Speaker of the House, and the leader of the U.S. Senate is the President Pro Tempore. This includes any circumstance in which control of a specified <chamber of Congress> is determined by election results, runoffs, special elections, or other legally recognized processes that establish which <party> controls <Chamber of Congress> for <term>. Conversely, where the designated Source Agency records that the leader of <chamber of Congress> belongs to a party other than <party> for <term>, the Contract resolves “No”. For purposes of this Contract, exactly one <party> is recognized as controlling a specified <chamber of Congress> for a given <term>; accordingly, no tie provision applies.”

For purposes of this Contract, “member of <party>” means a senator or representative who (i) is officially registered or enrolled with <party>, or (ii) caucuses with <party>'s congressional caucus as reflected in the official records of the Senate Democratic or Republican Conference, the Senate Democratic or Republican Caucus, or the equivalent House caucus, as applicable, regardless of formal party registration. An Independent member who formally caucuses with <party> shall be treated as a member of <party> for purposes of this Contract. In the event a constitutionally-designated leader holds no formal party affiliation and does not caucus with any party, all contracts shall resolve to “No”.

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

Position Accountability Levels – 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 will be the same as the Expiration Date. The Last Trading Time will be the same as the Expiration Time. No trading in the Event Contract shall occur after its Last Trading Date and Last Trading Time.

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 Expiration Date shall be the sooner of the date of the first 10:00 AM CT following the swearing in of the leader of <chamber of Congress> for <term> or one (1) year after the date of the election for <chamber of Congress> for <term>.

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 Exchange Rule 7.2, Rothera reserves the right to make settlement determinations.

In the event that the Office of Speaker of the House is vacant on the Expiration Date - whether due to removal, resignation, death, or the House's failure to elect a Speaker following the commencement of a new Congress - the Exchange shall identify the individual serving as Speaker Pro Tempore pursuant to the procedures of the U.S. House of Representatives. The party affiliation of the Speaker Pro Tempore, determined in accordance with the definition of "member of <party>" set forth herein, shall govern resolution. In the event that no Speaker and no Speaker Pro Tempore has been designated (e.g., the House has convened but has not yet elected its first Speaker of a Congress), the Expiration Date and



Expiration Time shall be delayed pursuant to the Contingencies provision until a Speaker or Speaker Pro Tempore of the House is serving.

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:

- Candidates for federal or statewide public office.
- Paid campaign staffers on Congressional campaigns.
- Paid employees of Democratic and Republican Party organizations, such as the Democratic Congressional Campaign Committee or the Republican National Committee.
- Paid employees of Political Action Committees (PACs) and “Super PACs”.
- Paid employees of major polling organizations. The Exchange shall determine which polling organizations constitute “major” and may modify that determination at any time.
- Existing members of Congress, including those not running for re-election
- Existing paid staffers of members of Congress.
- Household members and immediate family members (siblings, children, and parents) of any of the above.
- Any of the above listed institutions themselves.



CONFIDENTIAL TREATMENT REQUESTED BY ROTHERA PURSUANT TO 17 CFR 145.9

EXHIBIT B

**COMPLIANCE WITH APPLICABLE PROVISIONS OF THE ACT AND COMMISSION
REGULATIONS THEREUNDER**

[REDACTED]