



September 24, 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 <baseball team> win by <condition> <count> runs in <baseball game>?” 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 <baseball team> win by <condition> <count> runs in <baseball game>?

This certification should be read in conjunction with the product self-certification of the “Will the Chicago Cubs win by more than 3 runs in the Cubs vs Red Sox game on September 27, 2026?” Event Contract submitted by Rothera on September 24, 2026 pursuant to §40.2(a).

Rothera will list the Swaps no earlier than September 27, 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

EXHIBIT A

“Will <baseball team> win by <condition> <count> runs in <baseball game>?” Event Contract

Scope - These terms govern the trading of the “Will <baseball team> win by <condition> <count> runs in <baseball game>?” 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 <baseball team> will win by <condition> <count> runs in a <baseball game>. 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, MLB.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 <baseball game>.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 <baseball game> within the same league or season as specified by the Exchange.

<baseball team> - refers to a baseball entity participating in baseball, specified by the Exchange. <baseball 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 league team,” “the home team,” “teams with winning records”). <baseball team> may also take the values “Any” or “None.” The Exchange may list iterations of the Contract corresponding to variations of <baseball team>. If a team name changes, relocates, or undergoes organizational restructuring while maintaining substantial continuity, <baseball team> shall track the successor entity. This will be announced by the Exchange in the event it is relevant.

<condition> - A valid <condition> must be one of the following values: “more than” means the Underlying is strictly greater than <count>, “less than” means the Underlying is strictly

¹ All trademarks are the property of their respective owners.



less than <count>, "exactly" means the Underlying equals <count>, "at least" means the Underlying is greater than or equal to <count>, and "between" means within an inclusive range. Margins may be positive, negative, or zero: a positive margin indicates <baseball team> won by that amount; a zero margin indicates <baseball team> tied; and a negative margin indicates <baseball team> did not win, with the magnitude representing the shortfall relative to the opposing team's score.

<count> - Refers to a numerical value or range of values specified by the Exchange, denominated in runs, representing the margin threshold against which the Payment Criterion is evaluated. <count> may be positive, negative, zero, a range (in conjunction with "between"), or the value "Any" or "None" at the discretion of the Exchange. A positive threshold refers to a winning margin; a negative threshold refers to a deficit relative to the opposing team and may include whole numbers or half-numbers (e.g., 4.5) or 0.

<baseball game> - <baseball game> refers to a specific, identified baseball contest or set of contests specified by the Exchange. <baseball game> may be defined by specific matchup (e.g., "Boston vs. Cleveland"), date and time, venue, game number within a doubleheader, playoff round, or other distinguishing characteristics. <baseball game> may also refer to a singular game, multiple games (even if non-consecutive), an element in a set of games, games defined by distinguishing characteristics (e.g., "any playoff game," "all games on July 4, 2025," "home games"), or the overarching tournament as a whole (e.g. "Professional Baseball Championship"). <baseball game> may also take the values "Any" or "None." The Exchange may list iterations of the Contract corresponding to variations of <baseball game>.

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 <baseball game> 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 the final margin of <baseball team> in <baseball game>, expressed in runs, is <condition> <count> within the specified <baseball game>. For purposes of this Contract, the margin of <baseball team> is defined as:

- If <baseball team> wins <baseball game>: the margin is positive and equal to the difference between <baseball team>'s total runs scored and the opponent's total runs scored.
- If <baseball team> loses <baseball game>: the margin is negative, with magnitude equal to the difference between the opponent's runs scored and <baseball team>'s runs scored.

The market resolves based on the first final result reported by the highest-ranked Source Agency in the hierarchy set forth above - a lower-ranked Source Agency's report shall govern only if no higher-ranked Source Agency has published a final result, unless the Exchange, in its sole discretion, determines such result to be clearly erroneous and elects to defer to a corrected final result issued prior to Expiration.

Additional Clarifications:

- Extra Innings are included in determining the final margin of <baseball team>'s total runs scored in <baseball game>, as applicable under the governing league's rules. Where the Contract specifies "regulation time" only, Extra Innings are excluded.
- If the <baseball game> 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 the <baseball game> is suspended during play and is officially scheduled to resume from the point of suspension (i.e., from the score, and inning at which play was halted) before the Expiration Time, the Contract shall remain open and shall settle based on the final result of the <baseball game> as so resumed. If the <baseball

game> does not resume from the point of suspension before the Expiration Time 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 <baseball game> is shortened, called, or otherwise ended before the completion of regulation time (e.g., due to weather, unsafe conditions, or curfew), and the Source Agency declares the match final and records the final score, the market will resolve based on that final result.
- If the <baseball team> forfeits the <baseball game> before it begins, the market for the <baseball team> will resolve based on the determination of the final score.
- If the <baseball team> is disqualified, deemed ineligible, or has the result of the <baseball game> vacated after the match has started but before the Contract expires, the market will resolve to "No" for the <baseball team>.
- If the <baseball game> is moved to either an earlier or later time of day than originally scheduled, or to a different venue, the market will remain open and will resolve based on the final result.
- If the official match 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.
- Where <baseball team> is defined using AND logic, the Contract shall resolve to "Yes" only if all specified teams satisfy the specified <condition> <count> runs in their respective <baseball game>. Where <baseball team> is defined using OR logic (requiring any one team in a defined set to satisfy the specified condition), the Contract shall resolve to "Yes" if any one team in the specified set satisfies the specified <condition> <count> runs of its <baseball game>. The Exchange shall specify the applicable logic and the constituent teams at the time of listing.



- All times are determined in Central Time (CT), which refers to Central Daylight Time (CDT, UTC-5) when daylight saving time is in effect, and Central Standard Time (CST, UTC-6) otherwise, in each case as observed in Chicago, Illinois on the applicable date. Reporting concerning the <baseball game> is considered through the Expiration Time on the Expiration Date and no later.

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 <baseball game> 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 <baseball game>. 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:

- Any player, manager, coach, or other on-field personnel participating in or employed by a team involved in the referenced baseball league or association, whether on an active roster, injured list, minor league assignment, or otherwise under contract.
- Any umpire, replay official, or other league official assigned to, supervising, or with authority over the referenced baseball game.
- Any front-office, baseball operations, scouting, analytics, medical, training, or clubhouse personnel of any team participating in the referenced baseball game.
- Any employee, officer, or contractor of baseball Advanced Media, or any league-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 baseball game.
- 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 baseball game.
- Any other Person who, by sole determination of the Exchange, possesses material nonpublic information relating to the Underlying.