Attachment A

Terms of the New User Promotion

Effective: Saturday, October 31, 2026

These Promotional Terms and Conditions ("Promo Terms") govern the Gemini Predictions™ New User Promotion (the "Promotion") offered by Gemini Titan, LLC, d/b/a Gemini Predictions ("Gemini," "we," "us," or "our").

This Promotion is separate from any sweepstakes and does not affect sweepstakes eligibility, entry methods, or odds. No promo code is required to participate.

By participating, you agree to these Promo Terms, all applicable Gemini User Agreements, the Gemini Titan Rulebook, and the Gemini Predictions Promotional Terms and Conditions (collectively, the "Agreement"). If there is a conflict, these Promo Terms control solely with respect to this Promotion.

1. Promotion Term

The Promotion begins at 12:00:00 a.m. Eastern Time ("ET") on Saturday, October 31, 2026, and ends at 11:59:59 p.m. ET on January 15, 2027 (the "Promotion Term"), unless modified, suspended, or terminated in accordance with Section 9. The Promotion is available at all times during the Promotion Term. A Qualifying Purchase must be executed during the Promotion Term, but the Reward is credited at settlement of the contract as described in Section 3, which may occur after the end of the Promotion Term. The reward amount, qualifying purchase amount, and eligibility criteria set forth in these Promo Terms will remain fixed for the duration of the Promotion Term. Any change to those terms or to the Promotion Term will be implemented only through a new Rule 40.6 self-certification filing with the CFTC, and not as a modification of this filing.

2. Eligible Participants

A participant is eligible for the Promotion (an "Eligible New User") if the participant has never executed a trade in any event contract on Gemini Predictions before the start of the Promotion Term, as determined solely by Gemini's books and records. Eligibility is applied uniformly to every participant who meets this criterion; no enrollment, application, or promo code is required.

To receive a reward, you must, at the time of the Qualifying Purchase at settlement, and when the reward is issued:

- Be a Gemini Predictions Self-Clearing Member in good standing;
- Have completed required identity verification;
- Be located in a jurisdiction where Gemini Predictions and the Promotion are available;
- Not have a closed, suspended, restricted, or otherwise limited account; and
- Not be subject to an open compliance investigation or review.

The Promotion is not available to Gemini Titan affiliates or their personnel, participants that have executed a market-making agreement with Gemini Titan, FCM or IB Members, customers trading through FCM or IB Members, or any other person or account Gemini excludes for legal, regulatory, compliance, surveillance, risk-management, or operational reasons. There is no limit on the number of Eligible New Users who may participate. Each person may receive the reward only once, regardless of the number of accounts the person holds or controls.

If a participant ceases to satisfy the eligibility criteria in this Section during the Promotion Term, Gemini will notify the participant through the Exchange's standard participant notification channels, consistent with the process for Self-Clearing Membership suspension, restriction, or termination under the Gemini Titan Rulebook, and the participant will be ineligible for the reward as of the date the participant ceased to be eligible.

3. Qualifying Purchase and Reward

An Eligible New User who, during the Promotion Term, executes a single purchase of an Eligible Contract of at least $20.00, exclusive of fees, that meets the requirements of Section 4 (a "Qualifying Purchase"), and who holds the contracts acquired in that purchase until settlement as described below (the "Holding Requirement"), will receive $40.00 in Predict Cash (the "Reward"). The Reward is credited only at settlement of the contract acquired in the Qualifying Purchase and is not credited at the time of purchase or at any time before settlement.

The Qualifying Purchase must be a single executed trade. Multiple purchases may not be aggregated to reach the $20.00 minimum, including purchases in the same contract, in different contracts, or across different markets. The first single purchase that satisfies this Section is the Qualifying Purchase, and it is the only purchase that can earn the Reward; a Qualifying Purchase is not required to be the participant's first trade during the Promotion Term, and trades of less than $20.00 neither disqualify the participant nor count toward the Qualifying Purchase.

Holding Requirement. To receive the Reward, the participant must hold the entire position acquired in the Qualifying Purchase continuously from execution until the contract settles. A participant who sells, closes, transfers, or otherwise reduces any part of that position before settlement, or who offsets it by purchasing the opposite outcome in the same market, will not receive the Reward and may not substitute a later purchase. The Reward is credited upon settlement regardless of whether the contract settles in the participant's favor. If the contract is voided, canceled, or refunded rather than settled, no Reward will be credited.

Examples:

- One $20 purchase held until settlement → $40 in Predict Cash, credited at settlement.
- One $100 purchase held until settlement → $40 in Predict Cash, credited at settlement.
- Two $10 purchases → no Reward, because purchases are not aggregated.
- A $10 purchase followed by one $25 purchase held until settlement → $40 in Predict Cash, credited at settlement, based on the $25 purchase.
- One $20 purchase sold or closed before settlement → no Reward.

Maximum Reward: $40.00 per participant, for the Promotion Term. The Reward is credited only at settlement. The Reward is a fixed amount and does not increase with the size or number of purchases.

4. Eligible Contracts and Qualifying Trading Activity

"Eligible Contracts" are all event contracts listed for trading on Gemini Predictions at the time of purchase, in any category. Gemini may exclude particular contracts or market categories prospectively for compliance, surveillance, integrity, risk-management, or operational reasons, by publishing notice on the Notices Page (defined in Section 9). Please see Section 9 (Changes, Suspension, and Termination) for details of the notice Gemini will provide before an exclusion of contracts takes effect, which will generally be at least seven (7) calendar days, and the limited circumstances in which Gemini may act sooner.

A purchase is eligible to be a Qualifying Purchase only if it:

- Is executed and recorded during the Promotion Term;
- Is executed at a price between $0.20 and $0.80, inclusive, for the purchased contract;
- Is not funded with Predict Cash or another promotional credit;
- Is executed through the participant's own eligible account; and
- Is not canceled, voided, reversed, refunded, or determined to be fraudulent, manipulative, abusive, noncompetitive, or otherwise inconsistent with the Agreement.

Whether a participant is an Eligible New User, whether a purchase is a Qualifying Purchase, and the time of any purchase will be determined solely by Gemini's books and records. Gemini's systems are the official timekeeping device.

5. Predict Cash

The Reward will be issued as non-withdrawable promotional trading credit called "Predict Cash." Predict Cash:

- May be used only to purchase contracts on Gemini Predictions;
- Is non-transferable;
- Cannot itself be withdrawn or redeemed for cash;
- Does not accrue interest; and
- Expires 30 calendar days after it is credited to the participant's account.

Any unused Predict Cash is automatically forfeited upon expiration. When a contract purchased with Predict Cash is sold or settled, the USD proceeds from the sale or settlement will be credited to the participant as ordinary cash, and those proceeds will not be subject to the Predict Cash expiration or withdrawal restrictions.

6. Reward Timing

Subject to verification, eligibility checks, and compliance review, the Reward will be credited within seven (7) days after the contract acquired in the Qualifying Purchase settles. No Reward is credited before settlement. Because contracts settle according to their terms, settlement, and therefore crediting of the Reward, may occur after the end of the Promotion Term.

If Gemini is reviewing your account, or activity in or around the Qualifying Purchase, including for any of the matters described in Section 7, when the contract settles, the Reward may not be credited within seven (7) days after settlement. In that case, if Gemini determines that you satisfied all requirements of these Promo Terms, will credit the Reward within seven (7) days after the review is completed. Gemini will notify you if the underlying account or activity are deemed ineligible. If Gemini determines that you did not satisfy the requirements, no Reward will be credited.

Gemini may delay, withhold, deny, reverse, or adjust a Reward, or the proceeds thereof, if eligibility or the Holding Requirement cannot be verified or if Gemini determines that activity violated the Agreement or applicable law.

7. Abuse and Disqualification

Gemini may disqualify a participant, exclude activity, or withhold, reverse, or require forfeiture of Predict Cash or proceeds thereof for:

- Fraud, manipulation, attempted manipulation, wash trading, self-dealing, accommodation trading, prearranged trading, money passing, or other abusive or noncompetitive activity;
- Transactions between accounts controlled by, coordinated with, or beneficially owned by the same person or household;
- Artificial trading intended primarily to generate promotional rewards;
- Hedging or offsetting a Qualifying Purchase through other accounts or related positions in order to avoid market risk through settlement;
- Creation or use of multiple accounts;
- Coordination with another person to generate qualifying activity;
- Use of bots, scripts, or prohibited automated participation;
- Misrepresentation of identity, residence, eligibility, or account status; or
- Conduct otherwise inconsistent with the purpose of the Promotion.

Disqualification is in addition to any other action available under the Gemini Titan Rulebook or applicable law.

8. Participation Does Not Affect Trading

Participation does not provide execution priority, preferential pricing, guaranteed liquidity, or any other trading advantage. The same trade may not be used to earn a reward under another Gemini Predictions trade-based promotion unless Gemini expressly provides otherwise.

9. Changes, Suspension, and Termination

Gemini will publish any notice concerning the Promotion, including any exclusion of contracts, suspension, or early termination, on the Gemini Titan notices page located at https://www.gemini.com/titan/notices (the "Notices Page") at least seven (7) calendar days before the change becomes effective, except as provided below. Participants may refer to the Notices Page at any time for the current status of the Promotion.

Changes will apply prospectively where reasonably practicable. Gemini may take immediate action when necessary to address fraud, manipulation, abuse, legal or regulatory requirements, systems errors, or threats to market integrity, and will provide notice on the Notices Page as promptly as practicable. Gemini may correct inaccurate displays, calculations, or payments.

10. General

Event contracts are speculative and involve risk of loss. You may lose some or all of the amount used to trade, and the Reward may be less than your trading losses. Predict Cash is not cash and does not guarantee against loss; you may lose the entire amount of your purchase and any Predict Cash you use to trade. Do not trade solely to obtain a promotional reward.

You are responsible for taxes and tax-reporting obligations associated with the Reward.

Gemini's records and good-faith determinations concerning eligibility, Eligible Contracts, Qualifying Purchases, Reward calculations, and disqualification are final, except as required by applicable law.

Dispute resolution, including applicable arbitration provisions, is governed by the applicable Gemini User Agreements.

Void where prohibited.