September 22, 2026

Via CFTC Portal Submissions

Secretary of the Commission
Office of the Secretariat
U.S. Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street, N.W.
Washington, D.C. 20581

Re: **ProphetX LLC - Certification Pursuant to CFTC Regulation 40.2(a): "Will Real Madrid win by more than 1.5 points in its EuroLeague Basketball game versus Dubai Basketball on September 24, 2026?" Event Contract**

Pursuant to Section 5c(c)(1) of the Commodity Exchange Act (the "Act" or "CEA") and Commission Regulation 40.2(a), ProphetX LLC ("ProphetX" or the "Exchange"), a designated contract market ("DCM"), hereby notifies the Commission that it intends to list **"Will Real Madrid win by more than 1.5 points in its EuroLeague Basketball game versus Dubai Basketball on September 24, 2026?"** Event Contract. The Contract will be listed no earlier than one business day following the Commission's receipt of this submission, and no later than December 31, 2026.

Pursuant to Commission Regulation 40.2, ProphetX certifies that the Contracts comply with the Act and the Commission's regulations thereunder and that this submission, excluding portions subject to confidential treatment, has been concurrently posted on the Exchange's website.

Consistent with CFTC Staff Letter No. 26-08 (March 12, 2026) and CFTC Staff Letter No. 26-22 (July 24, 2026), the Exchange submits this Contract as a single, specific event contract identifying one named competitor, one named outcome, one named event, and one identified settlement source, rather than as a Broad Template Certification. The Exchange intends to rely on this certification as the referenced contract for a subsequent event contract series certification to be filed pursuant to 17 C.F.R. § 40.2(d), covering other competitors and EuroLeague Basketball events that share an identical settlement source and methodology with this Contract.

This submission includes the following:

- A concise explanation and analysis of the Contracts;
- The Exchange's certification of compliance with the Act and Commission regulations;
- Appendix A – Contract Terms and Conditions;
- Appendix B – Trading Prohibitions; and
- Confidential Appendices C and D, submitted under FOIA confidential treatment pursuant to 17 C.F.R. § 145.9, containing the Core Principle compliance analysis and the full Appendix C to Part 38 demonstration.

Pursuant to Commission Regulation 40.2, ProphetX certifies that the Contracts comply with the Act and the Commission's regulations thereunder and that this submission, excluding portions subject to confidential treatment, has been concurrently posted on the Exchange's website.

/s/ Gabe Wong
Gabe Wong
Chief Regulatory Officer
ProphetX LLC

Concise Description of the Contracts and Analysis of Compliance with the Commodity Exchange Act, Core Principles, and Commission Regulations

I. Introduction

The Contract is a binary event contract relating to whether Real Madrid's margin of victory in its EuroLeague Basketball game versus Dubai Basketball on September 24, 2026 is by more than 1.5 points. The Contract does not permit any additional parameters, iterations, or permutations. The Exchange intends to separately submit a certification pursuant to 17 C.F.R. § 40.2(d) that references this Contract as the basis for an event contract series covering other events that share an identical settlement source and methodology with this Contract.

This Contract settles in cash with a notional value of $1.00. A Contract resolves "Yes" if: Real Madrid's margin of victory or defeat in its EuroLeague Basketball game versus Dubai Basketball on September 24, 2026, after application of the -1.5 point spread, satisfies the listed Strike. The full contract terms and conditions are set out in Appendix A.

Pursuant to Section 5c(c)(1) of the Act and Commission Regulation 40.2(a), ProphetX certifies that the listing of the Contracts complies with the Act and the Commission's regulations thereunder. A Core Principle compliance analysis is included in Confidential Appendix C. A demonstration of compliance with Appendix C to Part 38 of the Commission's regulations, including the occurrence integrity assessment, settlement methodology verification, conclusion statement, and supporting documentation, is included in Confidential Appendix D.

II. General Contract Terms

This Contract has a $1.00 notional value and a $0.01 minimum price fluctuation. Contracts may only be listed at prices between $0.01 and $0.99. The payout structure is binary: the "Yes" side of an in-the-money Contract receives $1.00 at settlement; the "No" side receives nothing. All Contracts are fully collateralized: no Market Participant may hold a position that creates an exposure in excess of funds on deposit in its Exchange account, consistent with Rules 5.1(b), 5.1(f), and 7.3 of the Rulebook. Trading is available outside of announced maintenance windows. Fees are assessed in accordance with Rule 3.6 of the Rulebook.

Settlement is determined from the official result of the referenced event as published by the Settlement Reference Source. Markets are settled after the close of trading once that result is available, with "Yes" position holders and "No" position holders paid in accordance with the applicable Payout Criterion.

[1] The Contracts have not been endorsed by EuroLeague Basketball, any league, competition, club, member federation, or affiliated organization. The use of the name "EuroLeague Basketball" is solely for the purpose of identifying the underlying events.

APPENDIX A – CONTRACT TERMS AND CONDITIONS

1. "Will Real Madrid win by more than 1.5 points in its EuroLeague Basketball game versus Dubai Basketball on September 24, 2026?"

Official Name	"Will Real Madrid win by more than 1.5 points in its EuroLeague Basketball game versus Dubai Basketball on September 24, 2026?"
Underlying	Whether Real Madrid's margin of victory in its EuroLeague Basketball game versus Dubai Basketball on September 24, 2026 is by more than 1.5 points.
Settlement Reference Source	The Settlement Reference Source consists of authoritative, publicly available sources that publish official event results. The primary source for the applicable event is EuroLeague Basketball ("EuroLeague") through EuroLeague.tv or the official EuroLeague Basketball competition website. Secondary sources include ESPN and The Associated Press. If the primary source has not published an official result within a reasonable time following the official determination of the referenced outcome, the Exchange may consult one or more secondary sources. If no Settlement Reference Source has published an official result and a settlement disruption exists, the Exchange may exercise its authority under Exchange Rule 5.2. All Settlement Reference Sources are publicly available, widely disseminated, and independent of the Exchange and its Market Participants.
Settlement Criteria	Resolves to "Yes" if the Settlement Reference Source reports that the applicable payout criteria set forth has been satisfied and no applicable contingency has been triggered according to the Settlement Criteria listed below: Unless otherwise specified in the applicable Contract Specifications, all basketball event contracts listed on ProphetX shall be settled in accordance with the rules set forth in this Chapter. Defined terms used herein have the meanings ascribed to them in the ProphetX Rulebook. References to "orders" include resting and filled orders as applicable; references to "settlement" refer to final contract disposition following outcome determination. A. Overtime. All Contracts shall be settled on the result including overtime, unless otherwise stated in the applicable Contract Specifications (e.g., first half or first quarter Contracts).

	B. Governing Authority. All Contracts are offered in accordance with ProphetX’s Rulebook and Terms and Conditions. Unless specifically stated or implied in the applicable Contract Specifications, settlement of Contracts shall be based on the official classifications, definitions, and tiebreaking rules established by EuroLeague Basketball through EuroLeague.tv or the official website of the applicable competition. C. Scheduling. Dates and start times displayed on the Exchange are provided for informational purposes only and are not guaranteed. Official schedules are as published by the applicable governing body. D. Period-Specific Contracts. For Contracts based on specific quarters or halves, the entire designated period of play must be completed unless the Contract outcome has been unequivocally determined prior to that point. Second half Contracts include overtime if played. E. Spread Contracts. A Spread Contract is an event contract in which the outcome is determined by whether the chosen club’s margin of victory or defeat satisfies the listed Strike once the Spread is applied. In circumstances where the result, after application of the Spread, exactly equals the Strike, all orders on that Contract shall be void and collateral shall be returned to the applicable accounts. Example: a Contract on Basketball Club A at -3.0 shall be void if Basketball Club A wins by exactly three (3) points (e.g., 80–77, 100–97). F. Absence of Official Statistics or Results. In the absence of a statistic or result required for the settlement of a specific Contract from the official sources listed, another reputable source may be used to support Contract settlement. ProphetX reserves the right to resettle Contracts should additional official information become available. In the event ProphetX cannot reasonably determine the outcome of a Contract, all orders on that Contract shall be void and collateral shall be returned to the applicable accounts. If an Event does not take place within 24 hours of its scheduled start time, all orders on that Contract shall be void and collateral shall be returned to the applicable accounts.
Minimum Tick	$0.01 per Contract.

Notional Value	$1.00 per Contract.
Settlement Value	$1.00 per in-the-money Contract.
Position Accountability Level	25,000 Contracts per Market Participant per strike.
Last Trading Date/Time	Trading closes when the Real Madrid versus Dubai Basketball game on September 24, 2026 is officially concluded and its result is reflected by the Settlement Reference Source. No new position may be opened after this time.
Expiration Date and Time	The date and time at which the outcome of the Contract becomes determinable based on information published by the Settlement Reference Source with respect to the Real Madrid versus Dubai Basketball game on September 24, 2026. If it is postponed, suspended, or rescheduled, the Expiration Date and Time will be adjusted accordingly.
Settlement Date	No later than one business day following the Expiration Date, unless the Market Outcome is under review pursuant to applicable Exchange Rules.

APPENDIX B – TRADING PROHIBITIONS

In addition to the general prohibition on trading while in possession of material non-public information set forth in Exchange Rule 4.12, the following persons are prohibited from trading the "**Will Real Madrid win by more than 1.5 points in its EuroLeague Basketball game versus Dubai Basketball on September 24, 2026?"**:

- Current players, coaches, assistant coaches, managers, referees and other match officials, scouts, trainers, medical and performance staff, and other locker room or on-court personnel of any EuroLeague club;
- Current employees, officers, directors, and contractors of any EuroLeague club, of EuroLeague Basketball, or of any affiliated national federation, domestic league, or other governing body with authority over EuroLeague Basketball events;
- Owners, shareholders, club board members, and other persons holding a material financial or governance interest in any EuroLeague club;
- Any person in possession of material non-public information relating to the outcome of a specific Event, including information regarding lineup decisions, player availability, injury status, disciplinary actions, or other non-public competitive matters, until such information has been publicly disseminated; and
- Immediate family members and household members of any person described above, including spouses, domestic partners, parents, children, and siblings.

The Exchange may impose additional trading restrictions or prohibitions where necessary to protect market integrity and deter the misuse of material non-public information.