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(d) — "EuroLeague Basketball Total Points Contracts" Event Contract Series**

Pursuant to Section 5c(c)(1) of the Commodity Exchange Act (the "Act" or "CEA") and Commission Regulation 40.2(d), ProphetX LLC ("ProphetX" or the "Exchange"), a designated contract market ("DCM"), hereby notifies the Commission that it is certifying a family of binary event contracts referencing the combined points scored in EuroLeague Basketball regular season and postseason events (the "Contracts"). These are represented in the form of "**Will the total points scored in <Event> be over <N>?**". The Contracts will be listed no earlier than one business day following the Commission's receipt of this submission, and no later than December 31, 2026.

The Contracts reference the following contract (the "Referenced Contract"), previously self-certified by the Exchange pursuant to 17 C.F.R. § 40.2(a):

- Official Product Name: "**Will the total points scored in the EuroLeague Basketball game between Dubai Basketball and Real Madrid on September 24, 2026 be over 172.5?**";
- Official Receipt Date: September 22, 2026.

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

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

I. Introduction

The Contracts are binary event contracts relating to the combined points scored in EuroLeague Basketball regular season and postseason events.[1] Each Contract settles in cash with a notional value of $1.00. A Contract resolves "Yes" if: the combined points scored by both clubs in the referenced EuroLeague Basketball event exceeds the listed Strike. These are represented in the form of "Will the total points scored in <Event> be over <N>?". 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(d), 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

Each 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 Exchange 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.

Each Contract within the certified class: (i) is based upon an excluded commodity within the meaning of Section 1a(19)(iv) of the Act, namely an occurrence, extent of an occurrence, or contingency; (ii) is based upon an excluded commodity with a pricing source, formula, procedure, and methodology for calculating reference prices and payment obligations that is identical across every Contract in the class; (iii) uses a pricing source, formula, procedure, and methodology identical to that of the Referenced Contract, previously certified by the Exchange pursuant to 17 C.F.R. § 40.2(a); and (iv) is based upon an excluded commodity involving an identical currency, the United States dollar.

[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. “EuroLeague Basketball Total Points Contracts”

Official Name	“EuroLeague Basketball Total Points Contracts”
Underlying	The combined points scored by both clubs in specified EuroLeague Basketball regular season and postseason events, where <Event> has the meaning set forth in the Referenced Contract and <N> refers to the stated point total threshold listed on the Exchange
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. Total Points Contracts. A Total Points Contract is an event contract in which the outcome is determined by whether the combined final score of the referenced Event is over the listed Strike. Contracts shall resolve to “Yes” if the total exceeds the Strike, to “No” if the total falls below the Strike, and shall be void if the total exactly equals the Strike. Overtime counts for all full-event total points Contracts. Example: a Contract on Over 100 Points shall resolve to “Yes” if 101 or more points are scored, to “No” if 99 or

	fewer points are scored, and shall be void if exactly 100 points are scored. 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 <Event> 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 <Event>. 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.

Common Provisions: Contracts are issued on a recurring basis corresponding to EuroLeague Basketball scheduling. The Exchange may list multiple iterations of each sub-class for the same event. All Contracts are fully collateralized, cash-settled, and constitute Swaps under the CEA. Settlement determinations are final and irrevocable once effected, subject to Rule 5.2 of the Rulebook. The final Settlement Value and supporting settlement information for each Contract will be publicly posted on the Exchange’s website following settlement.

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 any “EuroLeague Basketball Total Points Contracts” Contract:

- 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.