CFTC SUBMISSION COVER SHEET

Organization:	ProphetX LLC
Filing as a:	☒ DCM ☐ SEF ☐ DCO ☐ SDR
Date:	August 12, 2026
Filing Description:	Self-Certification of the ProphetX Pro Market Maker Program, implemented under existing Chapter 8 (Market Makers) of the ProphetX Rulebook.

FILING TYPE

Organization Rules and Rule Amendments

☒ **Certification —** § 40.6(a)

☐ Request for Approval — § 40.5(a)

☐ Notification — § 40.6(d)

☐ Advance Notice of SIDCO Rule Change — § 40.10(a)

☐ SIDCO Emergency Rule Change — § 40.10(h)

Rule Numbers: Existing Chapter 8, Rules 8.1, 8.2, 8.3, and 8.4 (Market Makers) (enabling authority; no rule text amended by this filing).

New Product or Product Amendment

☐ Certification — § 40.2(a)

☐ Request for Approval — § 40.3(a)

☐ Novel Derivative Product Notification — § 40.12(a)

☐ Swap Class Certification — § 40.2(d)

Product / Official Product Name: Not applicable (rule filing).

August 12, 2026

SUBMITTED VIA CFTC PORTAL

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 – Self-Certification of the ProphetX Pro Market Maker Program (Implemented Under Existing Chapter 8 of the ProphetX Rulebook)

Dear Sir or Madam,

ProphetX LLC ("ProphetX," the "Exchange," or "ProphetX DCM") hereby notifies the Commodity Futures Trading Commission (the "Commission" or "CFTC") that, pursuant to Section 5c(c) of the Commodity Exchange Act (the "Act" or "CEA") and CFTC Regulation 40.6(a), and in accordance with ProphetX Rules 2.2 and 3.6, it is implementing the ProphetX Pro Market Maker Program (the "Program"), including the ProphetX Pro Market Maker Agreement and Schedule A (Program Terms) attached as Appendix C. The Program is offered under existing Chapter 8 (Market Makers) of the ProphetX Rulebook, which is already in effect; this filing does not amend any Rulebook text. The Program will become effective on or after August 26, 2026, which is no earlier than ten (10) business days following the date of this submission.

Established pursuant to Rule 8.1(g), this Program (ProphetX Pro Market Maker Program) operates alongside and does not replace, supersede, or amend the ProphetX Market Maker Program certified on July 13, 2026; participants in both programs are designated as Market Makers under the same Chapter 8 designation.

Existing Chapter 8 of the Rulebook sets forth the eligibility criteria for designation as a Market Maker (Rule 8.1), the manner of designation and ongoing performance evaluation, including the Exchange's authority to suspend, restrict, or terminate a Market Maker's designation upon a failure to meet applicable standards (Rule 8.2, the benefits that may be made available to Market Makers in accordance with any applicable Market Maker program (Rule 8.3), and the obligations of Market Makers under the Rulebook, including the obligation to maintain two-sided markets within the applicable spread, size, and availability requirements established by the Exchange's Market Maker Program and to conduct their activities consistent with fair and orderly markets (Rule 8.4). Chapter 8 and the conforming Chapter 1 definition of "Market Maker" are already in effect and are not modified by this filing.

Under existing Chapter 8 of the Rulebook, the Exchange is implementing the Program, a specialist market-maker program under which a Market Maker enters into a Pro Market Maker Agreement with the Exchange and elects to quote specified leagues, market types, and phases. In exchange for satisfying the applicable Program requirements, including the service levels set forth in Schedule A to the Pro Market Maker Agreement, the Market Maker is eligible to receive fee rebates on the markets it covers. The Program applies uniformly to all participating Market Makers on the same objective terms and is administered in accordance with Chapter 8 of the

Rulebook and the Pro Market Maker Agreement. The complete terms of the Program, including the Pro Market Maker Agreement and Schedule A (Program Terms), are set forth in Appendix C and are submitted under a request for confidential treatment as described below.

ProphetX has reviewed the designated contract market Core Principles set forth in Section 5(d) of the Act and Part 38 of the Commission's regulations and has concluded that the Program is not inconsistent with the Act or the CFTC's regulations thereunder. ProphetX has identified the following Core Principles as most directly relevant: Core Principle 2 (Compliance with Rules); Core Principle 3 (Contracts Not Readily Susceptible to Manipulation); Core Principle 4 (Prevention of Market Disruption); Core Principle 7 (Availability of General Information); Core Principle 9 (Execution of Transactions); Core Principle 12 (Protection of Markets and Market Participants); Core Principle 16 (Conflicts of Interest); Core Principle 18 (Recordkeeping); Core Principle 19 (Antitrust Considerations); and Core Principle 21 (Financial Resources). A Core Principle compliance analysis is set forth in Appendix A.

The Program will be governed by and administered in accordance with the Exchange Rulebook and the Market Maker Agreement. Existing Chapter 8 sets forth the eligibility, designation, benefits, and obligations applicable to Market Makers, and provides that Market Makers remain subject to all market surveillance, trade practice monitoring, and compliance requirements applicable to other Market Participants. ProphetX Rule 3.6(f) authorizes the Exchange to establish incentive programs to encourage market participation and trading, and Rules 3.6(b) and 3.6(d) require that fees and fee structures be applied in a fair, transparent, and non-discriminatory manner; the Program is consistent with these authorities. The Program is administered on impartial, transparent, and objective criteria applied in a non-discriminatory manner, with equal opportunity and uniform application of incentives for all Market Makers meeting the applicable service levels; the Exchange does not offer hidden, one-off, or preferential arrangements, undisclosed perks, retention bonuses, non-cash prizes, or sweepstakes-, chance-, or game-based rewards, and does not provide selectively available trading advantages such as faster market data or enhanced API access. Participation in the Program is voluntary and open to any Market Participant designated as a Market Maker on the same objective terms, and the Program's qualification criteria reward bona fide two-sided liquidity provision and do not incentivize wash trading, spoofing, layering, or other manipulative or disruptive conduct, all of which remain prohibited under Rule 4.12. The Program does not alter the Exchange's anonymous central-limit-order-book execution under Rule 4.3 or its request-for-quote system under Rule 4.4, do not impair the Exchange's trade practice and market surveillance program, and do not render any Exchange contract readily susceptible to manipulation. The Program is anticipated to be economically sustainable and is not expected to adversely affect ProphetX's satisfaction of its financial resources requirements.

ProphetX certifies that the Program complies with the requirements of the Act and the rules and regulations promulgated thereunder. No substantive opposing views with respect to the Program were expressed to ProphetX by its governing board or committee members, members of the Exchange, or market participants. ProphetX further certifies that, concurrent with this submission, ProphetX posted on its website a notice of pending certification with the Commission and a copy of this submission, which may be accessed at: https://www.prophetx.co/lobby/t-c/filings. ProphetX will provide to Commission staff, upon request, any additional information, data, or documentation that may assist the Commission in its review of this submission.

Please note that the Core Principle Compliance Analysis set forth in Appendix A and the Program terms set forth in Appendix C (including the Schedule A Program Terms) constitute confidential commercial information and are submitted under a request for confidential treatment pursuant to the procedures provided in CFTC Regulation 40.8 and CFTC Regulation 145.9, as set forth in the accompanying request for confidential treatment. The Pro Market Maker Agreement included in Appendix C will also be made publicly available, except that confidential commercial information contained in Schedule A will remain subject to the request for confidential treatment. Consistent with CFTC Regulation 40.6(a)(2), the confidential information has been redacted from the version of this submission posted on the Exchange's website, and ProphetX will republish such information consistent with any determination made pursuant to CFTC Regulation 40.8(c)(4).

If you have any questions or comments or require further information, please do not hesitate to contact me.

Sincerely,

/s/ Gabe Wong
Gabe Wong
Chief Regulatory Officer
ProphetX LLC
gabe.wong@prophetexchange.com

Enclosures:

Appendix A – Core Principle Compliance Analysis (Confidential)
Appendix B –Description of the ProphetX Pro Market Maker Program (Public)
Appendix C – ProphetX Pro Market Maker Program Agreement (Public), including Schedule A – Program Terms (Confidential)
FOIA Request for Confidential Treatment

Appendix A – Core Principle Compliance Analysis

FOIA CONFIDENTIAL TREATMENT REQUESTED PURSUANT TO 17 C.F.R. § 145.9

The table below sets forth ProphetX's analysis of the ProphetX Pro Market Maker Program, including the Pro Market Maker Agreement attached as Appendix C (together, the "Submission"), under each Core Principle directly applicable to the Submission pursuant to Section 5(d) of the Act and Part 38 of the Commission's regulations. ProphetX has concluded that the Submission is not inconsistent with the Act and the CFTC's regulations thereunder.

Appendix B —Description of the ProphetX Pro Market Maker Program

This Appendix summarizes the material terms of the Pro Market Maker Program as reflected in the Pro Market Maker Program Agreement and Schedule A (Program Terms). It is descriptive only; the Agreement and Schedule A govern.

Program type and purpose.

The Program is a specialist market-maker (liquidity) program. Its purpose is to encourage continuous, bona fide two-sided liquidity across covered event-contract markets, deepening order books, tightening spreads, and supporting orderly markets and price discovery. Participation is voluntary and requires designation as a Market Maker under Chapter 8 of the Rulebook and execution of the Agreement.

Products and coverage.

The Program covers three forms of liquidity provision: Single Outcome Trades (continuous two-sided quotes on single-event contracts), Parlays (pricing of multi-leg parlay requests), and Futures. Covered leagues and categories include NFL, MLB, NBA, WNBA, NHL, College Basketball, College Football, Combat Sports, Golf, Tennis, Soccer, and Core and Award Futures, as elected in Schedule A, Section A.0. A Market Maker elects specific Market Types and Session Scopes (Pregame, In-Game/Live, and, for Parlays, In-Play).

Participant obligations and service levels.

For each elected Market Type and Session Scope, the Market Maker must maintain continuous two-sided quotes meeting the Size, Max Spread, and Availability requirements in Schedule A, Section A.1, quoting at least 90% of eligible markets and satisfying the service levels on at least 90% of covered markets. Player-prop coverage minimums are specified per league. For Parlays, the Market Maker must meet minimum response rate, a 2-second response window, confirmation rate, minimum net exposure per outcome, and hold limits (Schedule A, Section A.2). Defined volatility relief and newly-available-market grace provisions apply.

Incentive structure and amounts.

Incentives are capped and tied to performance. Market Makers first receive the standard volume-tiered rebate, then a 100% rebate of the remaining 2% platform fee on any Market Type meeting the monthly Service Level Satisfaction requirement. Single Outcome Trades pay the greater of the applicable Market Maker Matched Volume Payment (MMMV) rate (ranging by Market Type, e.g., 0.20%–0.50% of qualifying matched volume) or a fixed per-Market-Type Minimum Monthly Payment (MMP). Parlays pay a 0.75% MMMV, with a fixed $20,000 MMP available only where the Market Maker covers both Pregame and In-Play Session Scopes across all eligible Parlay market types and meets all applicable requirements. Futures pay a 0.50% MMMV with fixed per-market MMPs. Qualifying volume counts only the counterparty Market Participant's risk and excludes Market-Maker-to-Market-Maker and Entity volume. The MMP is a fixed, capped incentive conditioned on service levels, is not scaled to trading gains or losses, and does not guarantee profit or offset loss (Rule 1.56).

Eligibility, slots, and selection.

Eligibility requires designation as a Market Maker in good standing under Chapter 8. The Program is not open to affiliates of the Exchange. For Single Outcome Trades, the Exchange may designate up to two Market Makers (Slot 1 and Slot 2) per Market Type per Session Scope per league or category; Parlays are not Slot-limited. Where qualified applicants exceed available Slots, selection is made on a closed set of three objective factors, and no others: financial and operational soundness; demonstrated liquidity performance; and demonstrated ability to meet the Schedule A size, spread, and availability requirements (evidenced by historical performance, operational capacity, and connectivity testing). All Market Makers are subject to the same published Schedule A minimums. Slot assignments are reviewed quarterly.

Performance monitoring, notice, cure, and removal.

Ongoing performance is evaluated under existing Rule 8.2(c), which authorizes the Exchange to evaluate a Market Maker's performance periodically and, upon a failure to meet applicable standards, to suspend, restrict, or terminate its designation; Rules 8.4(d) and 8.1(e) provide the corresponding action authority. As a matter of operational practice under that authority, and not as a contractual term of the Agreement, the Exchange issues a performance report to each Market Maker on a weekly or bi-weekly basis, with the cadence depending on operational factors such as the phase of the season. That report identifies any area in which the Market Maker is not meeting the Schedule A service levels and serves as notice of the deficiency. Also as an operational matter, the Market Maker is afforded the balance of the quarter to cure, with each successive report providing continuing notice. The Exchange may adjust this reporting cadence and cure practice as operational circumstances warrant; the underlying authority to suspend, restrict, or terminate a designation is governed by Rule 8.2(c) and the Agreement in all cases. Separately, and as a contractual matter, a Market Maker that does not satisfy the monthly Service Level Satisfaction requirement does not earn that month's MMMV or MMP (Schedule A; Agreement, Section 6). Following the quarterly Slot review under Agreement Section 4.1, the Exchange may remove, on notice, a Market Maker that has not cured. Agreement Section 10 separately provides for termination on 20 days' notice by either party, or immediate termination upon the events enumerated in that Section.

Term, amendments, and termination.

The Agreement has a fixed twelve-month term and does not renew automatically; renewal or extension requires a new Rule 40.6 self-certification. Material changes to Program terms are made only by a new Rule 40.6 filing (with a redline), and non-substantive revisions by a Rule 40.6(d) notice; the Exchange has no discretion to amend Program terms without the applicable filing. Either party may terminate on 20 days' notice, and the Exchange may remove or suspend a Market Maker for cause or, following quarterly review, to rotate in another qualified Market Maker on notice.

Surveillance and controls.

Program activity is subject to the Exchange's full trade-practice and market-surveillance program, including real-time automated alerts calibrated to Program-specific risks (wash, fictitious, and pre-arranged trading; layering; threshold-clustering; rebate-driven anomalies), forfeiture of incentives for service-level failure, and periodic reassessment of Program effects.

FOIA CONFIDENTIAL TREATMENT REQUESTED PURSUANT TO 17 C.F.R. § 145.9

Appendix C - ProphetX Market Maker Agreement (Including Schedule A)

PROPHETX LLC
PRO MARKET MAKER AGREEMENT

This Pro Market Maker Agreement (this "Agreement"), effective as of ____________________, 2026 (the "Effective Date"), is entered into by and between ProphetX LLC, in its capacity as a designated contract market (the "Exchange"), and ________________________________ ("Market Maker").

1. Purpose

The purpose of this Agreement is to designate Market Maker as a participant in the ProphetX Pro Market Maker Program (the "Program") and to establish the commercial terms governing Market Maker's participation in the Program.

The Program covers certain forms of liquidity provision: Single Outcome Trades (continuous two-sided quotes on single-event contracts), Parlays (pricing for multi-leg parlay requests) and Futures. Market Maker may elect to participate in Single Outcome Trades, Parlays, or both, in accordance with Schedule A.

This Agreement supplements the ProphetX Rulebook and the agreements governing Market Maker's access to and use of the Exchange.

2. Governing Documents

2.1 Incorporated Documents

Market Maker acknowledges that participation in the Program is subject to, and Market Maker agrees to comply with:

- the ProphetX Rulebook, as amended from time to time;
- the ProphetX Market Participant Agreement;
- the ProphetX Terms of Use;
- the Exchange Fee Schedule;
- applicable Contract Specifications;
- Schedule A to this Agreement; and
- any notices, advisories, policies, or procedures issued by the Exchange pursuant to the Rulebook.

Capitalized terms not defined in this Agreement have the meanings assigned in the Rulebook.

2.2 Order of Precedence

This Agreement supplements, and does not replace, the documents identified above. In the event of any inconsistency:

- (a) the Rulebook governs all regulatory matters;
- (b) this Agreement governs solely with respect to participation in the Program and the commercial terms set forth in Schedule A; and
- (c) the Market Participant Agreement, Terms of Use, and other incorporated documents govern all other matters.

3. Designation as Market Maker

Pursuant to Chapter 8 of the Rulebook, the Exchange hereby designates Market Maker as a Market Maker. Market Maker accepts such designation and agrees to satisfy the obligations applicable to Market Makers under the Rulebook and this Agreement.

Nothing in this Agreement obligates the Exchange to designate any Person as a Market Maker or to maintain any minimum number of Market Makers.

The Program is not open to affiliates of the Exchange.

4. Program Elections

Market Maker elects to provide liquidity in the Covered Products identified in Schedule A, Section A.0, which elections shall be limited to the leagues, categories, market types, and Session Scopes for which the Exchange has established Program Terms in Schedule A.

4.1 Single Outcome Trades Elections

An Election may be limited to one or more market types within a league or category (each, an "Election"), rather than the full slate of Covered Products for that league or category. For each elected market type, an Election must specify whether Market Maker covers the Pregame Session Scope, the In-Game (Live) Session Scope, or both; different market types within the same league or category may carry different Session Scope elections. For purposes of Elections, Slot assignments, Service Level compliance, and incentive returns, each Market Type and Session Scope shall be treated separately.

The Exchange may designate up to two Market Makers per market type per Session Scope per league or category ("Slot 1" and "Slot 2"). Once both Slots for a market type and Session Scope are filled, the Exchange will not designate an additional Market Maker for that market type and Session Scope unless and until one of the two designated Market Makers is removed. Where qualified applicants exceed available Slots for a given Market Type and Session Scope, the Exchange selects among them on the basis of the following objective factors, and no others: (i) financial and operational soundness; (ii) demonstrated liquidity performance; and (iii) demonstrated ability to meet the size, spread, and availability requirements set forth in Schedule A, as evidenced by historical performance, operational capacity, and completion of connectivity testing. All Market Makers are held to the same published Schedule A minimums; this factor measures an applicant's capability to meet those fixed minimums and does not involve any applicant-specific commitment beyond them. The Exchange reviews Slot assignments quarterly. Following such review, the Exchange may remove a Market Maker that has not met the applicable Program objectives, or in order to make a Slot available to another qualified Market Maker, on notice to the affected Market Maker.

Regardless of Election scope, Market Maker must satisfy the full service levels set out in Schedule A, Section A.1 for any market type and Session Scope it elects, in order to earn incentives for that market type. The Exchange does not offer reduced size, spread, or availability requirements in exchange for a partial Election.

Coverage. Unless Schedule A sets out a specific coverage minimum for a Market Type (for example, a required number of players or strikes for Player Props, as set out in Schedule A, Section A.1.1), Market Maker shall quote at least ninety percent (90%) of the eligible markets in that Market Type.

Service Level Satisfaction. For each applicable row in Schedule A, at least ninety percent (90%) of the markets required to be covered within that row must satisfy the applicable Size, Max Spread, and Availability requirements for the relevant Market Type and Session Scope.

4.2 Parlays Election

Market Maker may elect to participate in Parlays for the Pregame Session Scope, the In-Play Session Scope, or both. A Parlay is In-Play if any leg is on an event that has begun; a Parlay is Pregame only if every leg is on an event that has not yet begun. There is no election by sport, league, or any other subdivision for Parlays; for whichever Session Scope(s) Market Maker elects, Market Maker's obligations under Schedule A, Section A.2 apply to all Parlay requests forwarded by the Exchange within that Session Scope. The Minimum Monthly Payment (“MMP”) described in Section 6 is available only to a Market Maker that elects and covers both Session Scopes across all market types eligible for Parlays, not only those currently covered in Schedule A, and satisfies the applicable response rate, response window, confirmation rate, minimum net exposure per outcome, and hold limit requirements set out in Schedule A, Section A.2; a Market Maker electing only one Session Scope, covering less than the full Parlay program, or falling short of any such requirement, is compensated at the Market Maker Matched Volume Payment ("MMMV") rate for whatever it covers, with no MMP. The two-Slot limit described in Section 4.1 does not apply to Parlays; the Exchange may designate any number of Market Makers to participate in Parlays, for either or both Session Scopes.

Schedule A shall identify, as applicable:

- Covered Products;
- leagues, categories, or asset classes;
- Market Types and Session Scopes;
- applicable service levels;
- incentive rates; and
- any additional Program terms approved by the Exchange.

5. Market Maker Obligations

Market Maker shall satisfy the obligations applicable to Market Makers under Chapter 8 of the Rulebook, together with the program terms specified in Schedule A, including:

(a) Single Outcome Trades Obligations

For each market type and Session Scope Market Maker has elected under Schedule A, Section A.1, Market Maker shall maintain continuous two-sided quotes on the Central Limit Order Book, satisfying the applicable Size, Max Spread, and Availability requirements set out in Schedule A, Section A.1. For purposes of measuring Availability, a market shall be treated as available only while the applicable Size and Max Spread requirements are also satisfied.

Volatility relief. If the consensus market price for a covered event moves by more than 10% pregame, the Availability requirement for that event's markets is reduced by 5 percentage points, for the remainder of that event.

Newly available markets. Where a market is first made available for trading after the time window during which it would otherwise be measured has already begun, the Exchange will not begin measuring that market's Service Level performance until 60 minutes after the market becomes available for trading.

(b) Parlays Obligations

Where Market Maker has elected to participate in Parlays for a given Session Scope, Market Maker shall respond to, confirm or reject, and maintain minimum net exposure per outcome on all Parlay requests forwarded by the Exchange within that Session Scope, satisfying the applicable response rate, confirmation rate, minimum net exposure per outcome, and hold limits set out in Schedule A, Section A.2.

Nothing in this Agreement limits the Exchange's authority under the Rulebook, including its authority to suspend trading, declare an Emergency, halt markets, modify Contract Specifications, administer the Program, or otherwise take actions authorized under the Rulebook.

6. Program Benefits

Fee rebate

The standard 2% platform fee applies to Market Maker's trades throughout the month, assessed per market upon settlement. Market Maker first receives the standard volume-tiered rebate under the ProphetX Trading Fee Schedule and Make Volume Fee Rebate Program. On top of that, Market Maker receives a 100% rebate of whatever fee remains on any Market Type included in a Schedule A row that satisfies the applicable Service Level Satisfaction requirement for the month, credited monthly in arrears against the following month’s platform fees, or in fiat if requested. If the applicable Service Level Satisfaction requirement is not met, Market Maker shall receive only the rebate, if any, available under the standard ProphetX Trading Fee Schedule and Make Volume Fee Rebate Program.

Monthly Incentives

Market Maker earns incentives separately for Single Outcome Trades (by Market Type and Session Scope) and for Parlays, for whichever of those Market Maker has elected, settled monthly. For Single Outcome Trades, Market Maker is paid the greater of the MMMV or the MMP for each Market Type and Session Scope. Parlays incentives follow the distinct rule set out below.

Single Outcome Trades Incentives

For each Market Type and Session Scope in the Single Outcome Trades SLA (Schedule A, Section A.1), Market Maker earns the greater of (a) the applicable MMMV rate times qualifying matched volume for that Market Type and Session Scope, or (b) the applicable MMP for that Market Type and Session Scope. Where a Schedule A row contains more than one Market Type and specifies an MMP "/ Market Type," the MMP applies separately to each Market Type covered. Market Type payments are summed at month-end to form the monthly Single Outcome Trades total. If the applicable Service Level Satisfaction requirement is not met for the month, Market Maker shall not earn the MMMV or MMP applicable to the affected Market Type and Session Scope for that month.

Parlays Incentives

For the Parlays program, Market Maker earns the MMMV (75 basis points (0.75%) of qualifying matched parlay volume where Market Maker is the counterparty) for whichever Session Scope(s) it elects. Market Maker earns the greater of that MMMV or the $20,000 MMP only where Market Maker elects and covers both the Pregame and In-Play Session Scopes across all market types eligible for Parlays, not only those currently covered in this Schedule, and satisfies the applicable response rate, response window, confirmation rate, minimum net exposure per outcome, and hold limit requirements set out in Schedule A, Section A.2. Market Maker electing or covering less than the full Parlay program, or falling short of any of those requirements, earns the MMMV rate on qualifying volume for whatever it covers, with no MMP. Settled monthly.

Qualifying Volume

Qualifying matched volume is the dollar amount risked by the individual Market Participant on the other side of Market Maker's trade. Market Maker's own risk on that trade does not count. For example, if Market Maker has $1,000 at −1000 and a Market Participant takes the other side for $100, the qualifying volume from that trade is $100 (the Market Participant's risk), not $1,000. Matched volume against other Market Makers or Entities does not qualify at all and is excluded from MMMV calculations, hold calculations, and any other volume-based metric.

Each Minimum Monthly Payment (MMP) is a fixed, capped incentive provided to support consistent liquidity and presence as a Market Maker in the applicable Market Types and Session Scopes. The MMP is conditioned on the Market Maker's satisfaction of the applicable Service Level Requirements and is not scaled, increased, supplemented, or otherwise adjusted by reference to the Market Maker's trading gains or losses. The MMP does not guarantee the Market Maker any profit and does not cover, offset, limit, or reimburse any loss incurred by the Market Maker. Nothing in the Program constitutes a guarantee against loss within the meaning of Rule 1.56.

Nothing in this Agreement guarantees Market Maker any minimum rebate, trading volume, revenue, or economic benefit.

7. Performance Measurement

The Exchange shall determine whether Market Maker has satisfied the applicable Program requirements using its books and records and any methodologies established by the Exchange.

The Exchange may provide Market Maker with periodic performance reports for informational purposes.

The Exchange's determination of Program compliance, rebate eligibility, and incentive calculations shall be final and binding absent manifest error.

8. Amendments to Program Terms

The Exchange may amend Schedule A or other Program requirements only in accordance with the Rulebook, Applicable Law, and Part 40 of the Commission’s regulations. All material changes and amendments to the terms and conditions of the Program—including changes to the incentive structure, economic terms, participant obligations, asset classes or types of products covered, participant eligibility requirements, the maximum number of program participants, and program extensions or renewals—shall be submitted as a new self-certification filing under Rule 40.6, and no such change shall take effect earlier than the end of the applicable review period. Non-substantive revisions shall be submitted as a notice under Rule 40.6(d). No amendment to the Program shall take effect without the applicable filing.

If Market Maker does not wish to continue participating following such amendment, Market Maker may terminate this Agreement pursuant to Section 10.

9. Temporary Suspension of Quoting Obligations

Market Maker shall not be considered in breach of its quoting obligations to the extent performance is prevented by:

- (a) an Emergency declared pursuant to the Rulebook;

- (b) an Exchange trading halt or market suspension;
- (c) an Exchange system outage or material systems disruption;
- (d) failures of communications or infrastructure beyond Market Maker's reasonable control; or
- (e) any other circumstance recognized by the Exchange under the Rulebook.

Market Maker shall notify the Exchange as soon as reasonably practicable after becoming aware of any such circumstance.

Market Maker may give the Exchange written notice in advance of an anticipated break or lapse in meeting the Service Level Requirements. Upon the Exchange's written approval, the break shall not be treated as a failure to meet the Service Level Requirements for purposes of monthly incentives.

10. Term and Termination

This Agreement becomes effective on the Effective Date and, unless earlier terminated pursuant to this Section, shall remain in effect for an initial term of twelve (12) months from the Effective Date (the "Term"), after which it shall expire automatically. This Agreement shall not renew automatically. The Program may be renewed or extended only by the Exchange's submission of a new self-certification filing under Rule 40.6 with updated information, and no renewal or extension shall take effect earlier than the end of the applicable review period for that filing.

Either Party may terminate this Agreement upon twenty (20) days' prior written notice to the other Party.

The Exchange may suspend or terminate this Agreement immediately if the:

- Market Maker ceases to qualify as a Market Participant;
- Market Maker no longer satisfies the eligibility requirements of Chapter 8 of the Rulebook;
- Market Maker materially breaches this Agreement;
- Market Maker materially violates the Rulebook or Applicable Law; or
- Exchange determines that continuation of Market Maker's participation would be inconsistent with the Rulebook, Applicable Law, or the orderly operation of the Exchange.

Termination of this Agreement shall not affect any rights or obligations that accrued before termination, including any earned but unpaid Program incentives.

11. Miscellaneous

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one instrument.

Electronic signatures and electronically transmitted counterparts shall have the same force and effect as original signatures.

IN WITNESS WHEREOF

The Parties have caused this Agreement to be executed by their duly authorized representatives.

ProphetX LLC

By:

Name:

Title:

Date:

Market Maker

Legal Name:

By:

Name:

Title:

Date:

August 12, 2026

VIA CFTC PORTAL SUBMISSION

Assistant Secretary of the Commission for FOIA
Privacy and Sunshine Acts Compliance
Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street, N.W.
Washington, DC 20581
FOIAsubmissions@cftc.gov

Re: FOIA Confidential Treatment Request — ProphetX LLC Self-Certification of Rule Amendment on Implementation of the ProphetX Pro Market Maker Program (§ 40.6(a))

Dear Sir or Madam,

We write to inform you that ProphetX LLC ("Exchange," "ProphetX," or "we") submitted on August 12, 2026 to the Commodity Futures Trading Commission ("CFTC") the materials described in the Appendix to this letter (the "Confidential Submission"), as part of a self-certification of a rule amendment filed under Section 5c(c)(1) of the Commodity Exchange Act (the "Act") and CFTC Regulation 40.6(a), via the CFTC Portal to the Secretary of the Commission and the Division of Market Oversight. The Confidential Submission consists of Confidential Appendix A (Core Principle Compliance Analysis) and Schedule A (Program Terms) to the ProphetX Pro Market Maker Agreement included in Appendix D of the self-certification, each of which is clearly marked and segregated from the public portions of the submission.

Because the self-certification is filed under Part 40 of the CFTC's regulations, confidential treatment is governed by 17 C.F.R. § 40.8, which incorporates the standards of 17 C.F.R. § 145.9 and provides that a detailed written justification accompany this request. Pursuant to CFTC Regulation 145.9, 17 C.F.R. § 145.9, we hereby request that the CFTC afford confidential treatment to the Confidential Submission and any copies thereof, and any other materials and correspondence related to the self-certification that is not required by law to be made public. Furthermore, we request confidential treatment of any memoranda, notes, transcripts or other writings of any sort that are made by, or at the request of, any employee of the CFTC (or of any government employee, agent, or agency) and that: (1) incorporate or relate to any aspect of the Confidential Submission; or (2) refer to any conference, meeting, or telephone conversation between the Exchange, its current or former employees, representatives, agents, auditors, or counsel on the one hand and employees of the CFTC (or of any other government agency) on the other hand, relating to the Confidential Submission ("Derivative Materials").

We request confidential treatment on the grounds that, pursuant to 17 C.F.R. § 145.9(d)(1)(ii), the Confidential Submission and any Derivative Materials contain and constitute the Exchange's "trade secrets or confidential commercial or financial information" and other competitively sensitive information. Disclosure of the Confidential Submission or any Derivative Materials would place the Exchange at a competitive disadvantage with competitors who do not publicly reveal such information. Therefore, the Confidential Submission and any Derivative Materials are subject to, at a minimum, the exemption from mandatory disclosure under Exemption Number 4 of the Freedom of Information Act, 5 U.S.C. § 552 ("FOIA").

The Confidential Submission is competitively sensitive. Schedule A (Program Terms) sets forth in granular detail the proprietary economics and operational requirements of the ProphetX Pro Market Maker Program — quote sizes, maximum bid/offer spreads, and availability thresholds by market group and measurement window; the leagues, Market Types, and Session Scopes eligible for coverage and their coverage minimums; the response, confirmation, exposure, and hold thresholds applicable to parlay requests; and the rebate economics, matched-volume rates, minimum monthly payments, and qualification mechanics governing incentives. Confidential Appendix A (Core Principle Compliance Analysis) describes the Program's proprietary design, including its capacity limits and participant-selection methodology, together with the Exchange's related regulatory, risk-management, and commercial rationale. Public disclosure would expose the Exchange's liquidity-incentive economics to competing venues and to prospective and current Market Makers, allow competitors to replicate the program's design, and permit participants to reverse-engineer or arbitrage its qualification thresholds — placing the Exchange, a privately held company, at a competitive disadvantage relative to competitors that do not publicly disclose such terms. This submission does not amend the Rulebook. The public portions — the cover letter, the concise explanation, the Pro Program Description (Appendix B), and the Pro Market Maker Program Agreement (Appendix C, other than Schedule A) — contain what the public needs to understand the Program and are being posted concurrently on the Exchange's website. The Confidential Submission is not directed to the trading public and is reasonably segregable.

If any person (including any government employee who is not an employee of the CFTC) requests an opportunity to inspect or copy any of the Confidential Submission (or any Derivative Materials) or the CFTC receives any FOIA request or any other court order, subpoena or summons for the Confidential Submission (or any Derivative Materials), we request that we be immediately notified of any such request, be promptly furnished with all written materials pertaining to such request, and be given a reasonable opportunity to respond, as provided by 17 C.F.R. § 145.9(e).

If the CFTC or its Staff tentatively concludes that the Confidential Submission, or any specific materials therein, or any Derivative Materials are not exempt from disclosure pursuant to FOIA or applicable CFTC regulations, we request, pursuant to 17 C.F.R. § 145.9(f), an opportunity to be heard on these claims of exemption and that we be given at least ten business days' notice prior to any intended release so that we may pursue any available remedies under 17 C.F.R. § 145.9(g), including the appeal and stay procedures provided therein, if deemed appropriate. Pursuant to 17 C.F.R. § 145.9(d)(2), a copy of this letter is being provided to the relevant members of Staff at the CFTC who received the Confidential Submission. Additionally, we request that a copy of this letter accompany the Confidential Submission and related materials at all times.

In accordance with 17 C.F.R. § 145.9(d)(5), we request that the Confidential Submission and any Derivative Materials be afforded confidential treatment in perpetuity. Thank you for your anticipated cooperation. If you have any questions or require further information, please contact the undersigned at the address and email below.

Sincerely,

/s/ Gabe Wong

Gabe Wong
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APPENDIX

Confidential Treatment — ProphetX Pro Market Maker Program Rule Amendment Self-Certification

ProphetX requests confidential treatment of the following materials submitted with the one Regulation 40.6(a) rule amendment self-certification described in the above letter, including but not limited to:

1. **ProphetX Pro Market Maker Program — Rule Amendment Self-Certification**
   - Confidential Appendix A — Core Principle Compliance Analysis.
   - Schedule A (Program Terms) to the ProphetX Pro Market Maker Agreement, included in Appendix C.
   - Any Derivative Materials and other materials and correspondence related to the foregoing, as described in the above letter.