

September 30, 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) — “NASCAR Racing Futures 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 season-long and event-level competitive outcomes (or “Futures”) of NASCAR racing (the “Contracts”). These are represented in the form of “Will <Competitor> achieve <Outcome> in <Season>?”. 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 Denny Hamlin Win the South Point 400 on October 4, 2026?”;
- Official Receipt Date: September 30, 2026.

ProphetX further certifies, pursuant to 17 C.F.R. § 40.2(d)(1), that each swap within the certified class: (i) is based upon an excluded commodity described in Section 1a(19)(iv) of the Act, namely an occurrence, extent of an occurrence, or contingency; (ii) is based upon an excluded commodity with an identical pricing source, formula, procedure, and methodology for calculating reference prices and payment obligations; (iii) employs a pricing source, formula, procedure, and methodology for calculating reference prices and payment obligations that is identical to that of the Referenced Contract, which was previously submitted to the Commission and certified pursuant to 17 C.F.R. § 40.2(a); and (iv) is based upon an excluded commodity involving an identical currency, namely U.S. dollars.

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; and
- Appendix B – Trading Prohibitions.

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 Contracts are binary event contracts relating to the finishing results of designated competitors in individual NASCAR Cup Series points-paying races.¹ Each Contract settles in cash with a notional value of \$1.00. A Contract resolves “Yes” if: the designated competitor achieves the stated outcome in the referenced race, as recorded in the official race results. These are represented in the form of “Will <Competitor> achieve <Outcome> in <Event>?”. 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. The Contracts are denominated in U.S. dollars. 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 NASCAR, any sanctioning body, race promoter, track operator, team, or affiliated organization. The use of the name “NASCAR” is solely for the purpose of identifying the underlying events.

APPENDIX A – CONTRACT TERMS AND CONDITIONS**1. “NASCAR Racing Futures Contracts”**

Official Name	“NASCAR Racing Futures Contracts”
Underlying	“Will <Competitor> achieve <Outcome> in <Season>?” Season-long and event-level competitive outcomes of NASCAR racing, where <Competitor> refers to a driver, team, or manufacturer competing in a specified NASCAR season or event, <Outcome> refers to an achievement or award earned through competition in NASCAR events, including winning a specified race, finishing in a specified position or range of positions, or winning a championship, and <Season> refers to the season, race event, or period within a season that is being referenced.
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 NASCAR through NASCAR.com or the official website of the applicable NASCAR series. 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. The Exchange may update the designated Settlement Reference Sources by posting notice on its website or trading platform. Any instructions regarding access to a Settlement Reference Source are non-binding and provided solely for convenience.

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. Each Contract resolves to “Yes” if, and only if, <Competitor> is recorded as having achieved <Outcome> in the official race results for <Event> published by the Settlement Reference Source, and resolves to “No” in all other cases. The provisions set out below are the only settlement provisions applicable to the Contracts:

Unless otherwise specified in the applicable Contract Specifications, all NASCAR event contracts listed on ProphetX shall be resolved 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.

General. All contracts are offered in accordance with ProphetX’s Rulebook and Terms and Conditions.

Scheduling and Event Commencement. Dates and start times displayed on the Exchange are provided for informational purposes only and are not guaranteed. The start of an event is defined as the waving of the green flag for the first scheduled lap. Any driver who is not on the starting grid or not ready to start from pit road at the time the green flag is displayed shall be deemed to have missed the start. If the scheduled venue is changed after an order has been submitted, all contracts referencing that event shall be void and collateral shall be returned to the applicable accounts.

Settlement. Contracts shall be resolved based on the official race results as first posted by NASCAR following the conclusion of the event, regardless of any subsequent disqualifications, appeals, promotions, demotions, or penalties imposed after the conclusion of the session or event to which the contract refers. In the event that information required for settlement is missing, incomplete, or not displayed, the first official information published on the applicable official website shall be deemed binding for settlement purposes. Where NASCAR has not published official race results within a reasonable time following the conclusion of the event, the Exchange may determine the official result from a secondary Settlement Reference Source in accordance with the Settlement Reference

Source provisions above.

1. Participation. For settlement purposes, any driver who has taken the green flag shall be deemed to have participated in the event.

2. Shortened and Extended Events. If NASCAR declares an event official prior to completion of its scheduled distance, contracts shall be resolved based on the official race results posted for that shortened event. Events extended under NASCAR Overtime procedures shall be resolved based on the final official race results including all overtime attempts. If NASCAR does not declare the event official, all contracts referencing that event shall be void and collateral shall be returned to the applicable accounts.

3. Championship Contracts. Contracts on the NASCAR Cup Series Drivers' Championship, Manufacturers' Championship, and Owners' Championship shall be resolved in accordance with the official final standings published by NASCAR following the conclusion of the final points-paying event of the season, with any subsequent disqualifications disregarded. For the 2026 season, the Cup Series Drivers' Championship is awarded to the Chase-eligible driver accumulating the most points across the ten-race Chase following the single points reset at the conclusion of the twenty-six-race regular season. In the event of a tie in championship points, the tie shall be resolved in accordance with the tiebreaking procedures published by NASCAR. Contracts shall be resolved in accordance with the championship format in effect for the referenced season as published by NASCAR.

4. Leader After First Lap Contracts. For contracts on the leader after the first lap, the driver leading the event as they cross the start/finish line at the completion of one (1) scored lap shall have their contracts resolve to Yes, with any pace laps excluded. In the event that one (1) scored lap is not completed, all contracts shall be void and collateral shall be returned to the applicable accounts. If the event commences under caution, all contracts shall be void and collateral shall be returned to the applicable accounts.

Head-to-Head Contracts. For Head-to-Head contracts, all listed participants must take the green flag in the session to which the contract refers for contracts to be valid, irrespective of whether a driver records an official finishing position. If both drivers retire on the

same lap, all contracts shall be void and collateral shall be returned to the applicable accounts.

Futures, Outright, and Place Contracts. All contracts referencing a specific driver shall be void and collateral shall be returned to the applicable accounts if the referenced driver does not qualify for or start the event. 'The Field' includes any driver not individually listed in the contract. The event must be held within twenty-four (24) hours of the scheduled start time for contracts to be valid. The official race results as posted by NASCAR shall constitute the official result, and any subsequent inquiries shall not affect the settlement of contracts.

Group Contracts. For Group contracts, the driver achieving the highest finishing position in the official race results shall have their contracts resolved to Yes. If all drivers within the group fail to be classified, the driver completing the most laps shall have their contracts resolved to Yes. If all drivers within the group fail to be classified and two or more drivers retired on the same lap, dead-heat rules shall apply.

NASCAR Specific Contracts.

1. **Stage Results.** Unless otherwise stated in the applicable Contract Specifications, all NASCAR race contracts shall be resolved based on the results of the full race distance. Stage-specific contracts shall be explicitly identified as such in the Contract Specifications and shall be resolved based on the official running order at the completion of the designated stage.

2. **Classified Finishers.** All drivers taking the green flag are assigned an official finishing position in the official race results published by NASCAR, whether or not running at the completion of the event, and for the purposes of matchup and positional contracts that official finishing position shall apply. A driver who does not take the green flag shall not be assigned a finishing position for settlement purposes.

Team Performance Contracts. For contracts referencing a specific team's performance during an event, the initially stated number of vehicles from each team must take the green flag for contracts to be valid. If the required number of vehicles from any referenced team does not start the event, all contracts shall be void and collateral shall be returned to the applicable accounts. Example: for a

	NASCAR team performance contract, two (2) cars from each referenced team must start the event for contracts to be valid.
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 NASCAR scheduling. The Exchange may list multiple Contracts referencing different Competitors and Outcomes for the same Event. All Contracts are fully collateralized, cash-settled, denominated in U.S. dollars, and constitute Swaps under Section 1a(47) of the CEA based upon an excluded commodity described in Section 1a(19)(iv) of 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 “NASCAR Racing Futures Contracts” Contract:

- Current and former drivers, crew chiefs, pit crew members, spotters, engineers, mechanics, race officials, inspectors, and other competition personnel associated with any participating team;
- Current and former employees, officers, directors, and contractors of NASCAR, of any sanctioning body, race promoter, or track operator, or of any other governing body or affiliated organization with authority over the referenced NASCAR competition;
- Owners, shareholders, and other persons holding a material ownership, management, or representation relationship with any participating team or driver;
- Any person in possession of material non-public information relating to the referenced outcome, including information regarding car setup, engine or chassis allocation, inspection or penalty status, driver availability, crew changes, 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.