

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(a): “Will Denny Hamlin Win the South Point 400 on October 4, 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 Denny Hamlin Win the South Point 400 on October 4, 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 October 4, 2026, the scheduled date of the referenced event.

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 other NASCAR Cup Series points-paying races that share an identical pricing source, formula, procedure, and methodology for calculating reference prices and payment obligations with this Contract, as required by 17 C.F.R. § 40.2(d)(1)(ii)–(iii).

This submission includes the following:

- A concise explanation and analysis of the Contract;
- 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 Contract complies 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 Denny Hamlin, as a competitor in the NASCAR Cup Series, wins the South Point 400 at Las Vegas Motor Speedway on October 4, 2026.¹ 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: Denny Hamlin is recorded by the Settlement Reference Source as the winner of the South Point 400 at Las Vegas Motor Speedway on October 4, 2026. 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 Contract 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 Exchange Rules 5.1(b), 5.1(f), and 7.3 of the Rulebook. The Contract is 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. “Will Denny Hamlin Win the South Point 400 on October 4, 2026?”**

Official Name	“Will Denny Hamlin Win the South Point 400 on October 4, 2026?”
Underlying	Whether Denny Hamlin, as a competitor in the NASCAR Cup Series, wins the South Point 400 at Las Vegas Motor Speedway on October 4, 2026.
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. This Contract resolves to “Yes” if, and only if, Denny Hamlin is recorded as the winner in the official race results for the South Point 400 at Las Vegas Motor Speedway on October 4, 2026 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 this Contract: 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 Contract.

Last Trading Date/Time	Trading closes when the South Point 400 at Las Vegas Motor Speedway on October 4, 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 South Point 400 at Las Vegas Motor Speedway on October 4, 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.

Common Provisions: The Contract is fully collateralized, cash-settled, denominated in U.S. dollars, and constitutes a Swap 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 the 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 the **“Will Denny Hamlin Win the South Point 400 on October 4, 2026?” 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.