October 5, 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 of an Event Contract Series Pursuant to CFTC Regulation 40.2(d) — DKeX Monthly Event Contract Volume Contracts**

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 registered designated contract market ("DCM"), hereby certifies a class of binary event contracts referencing the aggregate notional value of event contract transactions executed on Railbird Exchange, LLC, which does business as DKeX ("DKeX"), during a specified calendar month (the "Contracts"). The Contracts are represented in the form of **"Will DKeX's event contract notional traded volume exceed $<N> in <Month>?"** The Contracts will be listed no earlier than one business day following the Commission's receipt of this submission, and will reference calendar months beginning no earlier than November 2026.

The Contracts within the certified class differ from one another in two respects only: the numeric threshold <N> and the calendar month <Month> constituting the Reference Period. Every Contract within the class relies on an identical settlement source and an identical formula, procedure, and methodology for calculating the reference value and the resulting payment obligations.

This certification references 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 DKeX's event contract notional traded volume exceed $4 billion in November 2026?"; and
- Official Receipt Date: October 5, 2026.

This submission includes the following:

- A concise explanation and analysis of the Contracts, including the Exchange's analysis under Commission Regulation 40.2(d)(1)(i)–(iv);
- The Exchange's certification of compliance with the Act and Commission regulations;
- Appendix A – Contract Terms and Conditions; and
- Appendix B – Trading Prohibitions.

The Core Principle compliance analysis and the demonstration of compliance with Appendix C to Part 38 applicable to the Contracts were submitted to the Commission with the Referenced

Contract certification as Confidential Appendices C and D thereto, under a request for confidential treatment pursuant to 17 C.F.R. § 145. Because every Contract within the certified class relies on the identical settlement source, formula, procedure, and methodology analyzed in those appendices, and differs only as to threshold and calendar month, those materials apply without modification to each Contract within the class and are incorporated in this submission by reference. The Exchange will furnish them again, or any further evidence, information, or data, on request.

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 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

Each Contract within the certified class is a binary event contract that resolves according to whether the Reference Volume — the aggregate notional value of event contract transactions executed on DKeX during a specified calendar month, computed as set out in Appendix A — exceeds the numeric threshold stated in that Contract. Each Contract settles in cash with a notional value of $1.00 and resolves "Yes" if the Reference Volume exceeds the stated threshold. The full terms and conditions are set out in Appendix A.

Each Contract is a swap within the meaning of Section 1a(47) of the Act, referencing an excluded commodity described in Section 1a(19)(iv). No Contract within the class involves terrorism, assassination, war, or any other activity the Commission has determined to be contrary to the public interest under Section 5c(c)(5)(C) of the Act.

DKeX was designated as a contract market on June 13, 2025 under the name Railbird Exchange, LLC, and has traded under the DKeX name since 2026. Its parent, Railbird Technologies Inc., was acquired by DraftKings Inc. on October 21, 2025. Transactions executed on DKeX are cleared by Bitnomial Clearinghouse, LLC, a registered derivatives clearing organization. Records covering earlier periods may appear under the Railbird name or reference a different clearing organization.

Neither DKeX nor any of its affiliates has endorsed the Contracts, and none is a party to them. The use of the names "DKeX", "Railbird" and "DraftKings" is solely for the purpose of identifying the underlying occurrence.

## II. Compliance with Commission Regulation 40.2(d)(1)

Commission Regulation 40.2(d)(1) permits a designated contract market to certify a class of swaps in a single submission where each swap within the class satisfies the four conditions set out in paragraphs (i) through (iv). The Exchange addresses each below.

**(i) Excluded commodity.** Each Contract within the class is based upon an excluded commodity of the kind specified in § 40.2(d)(1), namely an excluded commodity as defined in Section 1a(19)(iv) of the Act — an occurrence, extent of an occurrence, or contingency, other than a change in the price, rate, value, or level of a commodity not described in Section 1a(19)(i). The extent of trading activity occurring on a designated contract market over a calendar month is an occurrence of that character: it is beyond the control of the parties to the Contract, and it is associated with a financial, commercial, or economic consequence.

**(ii) Identical pricing source, formula, procedure, and methodology.** Every Contract within the class settles by reference to the same Settlement Reference Source — the trading volume information DKeX makes available in respect of transactions executed on its market — accessed by the same means, in the same order of priority, as specified in Appendix A. Every Contract applies the same formula: the total number of event contracts traded on DKeX during the Reference Period, as reported in that source, multiplied by the notional value of one contract.

Every Contract applies the same procedure: computation as of the same Determination Cutoff, the same treatment of corrections and restatements, the same order of substitution where the primary means of access does not report volume for a day, and the same consequence where the Reference Volume cannot be determined. And every Contract applies the same methodology for calculating payment obligations: a binary payout of $1.00 per in-the-money Contract and nothing otherwise.

The two variables within the class do not disturb any of these. The threshold <N> is a comparator applied to the Reference Volume after that value has been computed; it does not enter the computation and does not alter the source, formula, or procedure by which the value is derived. The calendar month <Month> determines only the date range over which the identical computation is performed, and does not change the source consulted, the arithmetic applied, or the basis on which volume is reported. Each Contract within the class therefore satisfies § 40.2(d)(1)(ii).

**(iii) Identity with a previously certified product.** The pricing source, formula, procedure, and methodology applied by each Contract within the class are identical to those of the Referenced Contract, which is the Exchange's own prior filing, self-certified pursuant to 17 C.F.R. § 40.2(a) and identified above by Official Product Name and Official Receipt Date. The Referenced Contract is a single, specific event contract identifying one venue, one metric, one numeric threshold, one calendar month, and one identified settlement source and computational methodology, and is not itself a template or class certification. Each Contract within the class therefore satisfies § 40.2(d)(1)(iii).

**(iv) Identical currency.** Each Contract within the class is based upon an excluded commodity involving an identical currency. The Reference Volume is expressed in United States dollars, the threshold is stated in United States dollars, and all prices, collateral, and payment obligations are denominated in United States dollars.

### III. Scope and Limits of the Certified Class

The certified class is limited to Contracts referencing the trading volume of DKeX, computed by the methodology set out in Appendix A, over a Reference Period consisting of a single calendar month. The Exchange will not list under this certification any Contract that references the trading volume of a venue other than DKeX, references trading activity on any other venue on which contracts are made available to customers by DraftKings Inc. or by any of its affiliates, references a metric other than the volume of event contract transactions, applies a Reference Period other than a single calendar month, or applies any different formula, procedure, or methodology for determining the Reference Volume or the resulting payment obligations. Trading volume of another venue is made available by a different entity, from a different source and location, and may be reported on a different basis, in a different unit, and at a different contract notional value; a Contract referencing another venue would accordingly not share an identical pricing source, formula, procedure, and methodology with the Referenced Contract, and would require a separate certification pursuant to § 40.2(a).

The Exchange acknowledges that, pursuant to § 40.2(d)(2), the Commission may require the Exchange to withdraw this certification and to submit each individual Contract, or certain individual Contracts, within it for review under § 40.2 or § 40.3.

**IV. General Contract Terms**

Each Contract has a $1.00 notional value and a $0.01 minimum price fluctuation, and may be listed only 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 creating an exposure in excess of funds on deposit in its Exchange account, consistent with Rule 4.13 of the Rulebook. Trading is available outside of announced maintenance windows. Fees are assessed in accordance with Rule 3.6 of the Rulebook.

Markets are settled after the close of trading once the Reference Volume has been determined, with “Yes” and “No” position holders paid in accordance with the applicable Payout Criterion. As with all Contracts listed by the Exchange, the final Settlement Value and supporting settlement information, including the computed Reference Volume, will be publicly posted on the Exchange’s website following settlement.

## APPENDIX A – CONTRACT TERMS AND CONDITIONS

### 1. DKeX Monthly Event Contract Volume Contracts

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| **Official Name** | “Will DKeX’s event contract notional traded volume exceed $<N> in <Month>?” |
| **Underlying** | The Underlying for each Contract is whether the Reference Volume exceeds <N>.<br><br><N> refers to the numeric threshold, stated in U.S. dollars, as listed on the platform. <Month> refers to a specified calendar month, which constitutes the Reference Period for that Contract.<br><br>“DKeX” means Railbird Exchange, LLC, a designated contract market registered with the Commodity Futures Trading Commission, which does business as DKeX.<br><br>“Bitnomial” means Bitnomial Clearinghouse, LLC, a derivatives clearing organization registered with the Commission, through which transactions executed on DKeX are cleared.<br><br>“Reference Period” means the period beginning 12:00:00 a.m. Eastern Time on the first day of <Month> and ending 11:59:59 p.m. Eastern Time on the last day of <Month>.<br><br>“Reference Volume” means the aggregate notional value of event contract transactions executed on DKeX during the Reference Period, expressed in U.S. dollars and computed by the Exchange as the total number of contracts traded on DKeX during the Reference Period, as reported in the Settlement Reference Source, multiplied by the notional value of one contract. For this purpose, the notional value of one contract is $1.00 unless the Settlement Reference Source identifies a different notional value for the contract traded, in which case that identified notional value is used. Volume is attributed to the Reference Period on the basis of the trade date reported in the Settlement Reference Source. Within that scope, no adjustment, exclusion, weighting, sampling, or estimation is applied.<br><br>The Reference Volume comprises transactions executed on DKeX only. It does not include transactions executed on any other venue, including any other venue on which contracts are made available to customers by DraftKings Inc. or by any of its affiliates, and it does not include transactions in contracts listed by DKeX but executed elsewhere.<br><br>The Reference Volume comprises transactions in event contracts only. DKeX lists binary option contracts and variable payout contracts, each of which is an event contract for this purpose. Where the Settlement Reference Source reports transactions in any instrument separately from transactions in event contracts, the Exchange adopts that separation as reported. The Exchange makes no independent determination as to how any instrument traded on DKeX should be classified, and does not include in the Reference Volume any volume that the Settlement Reference Source does not report as event contract volume.<br><br>The total number of contracts traded is determined from the Daily Market Reports, by summing the volume reported across all markets in every Daily Market Report bearing a trade date within the Reference Period, which as reported is a count of contracts traded and excludes transfer trades and office trades. Where the Exchange instead determines the figure from the Time & |

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| | Sales reports, the figure is the sum of the quantity reported in every record bearing a trade date within the Reference Period, without regard to contract category. The Exchange applies no category selection under either method.<br><br>The two determination methods may not produce identical results, because the basis on which the Daily Market Reports are published excludes transfer trades and office trades that may appear in the trade-level records. A difference between the methods does not affect settlement unless it is material, meaning that applying the alternative method would change the Market Outcome.<br><br>The Reference Volume is the figure derived from the Settlement Reference Source as published. It is not an independent estimate of DKeX's total trading activity, and the Exchange makes no determination as to whether the Settlement Reference Source reports every transaction executed on DKeX.<br><br>The Exchange will not list any Contract referencing a different venue, a metric other than the volume of event contract transactions, a Reference Period other than a single calendar month, or a different computational methodology, without submitting a further product certification to the Commission. |
| **Settlement Reference Source** | The Settlement Reference Source is the trading volume information that DKeX makes available in respect of transactions executed on its market (the "DKeX Market Data"). The Exchange determines the Reference Volume from that information using the following means of access, in order of priority:<br><br>**Primary** — the Daily Market Reports that DKeX publishes on its website at https://www.railbirdexchange.com/daily-market-reports, comprising data for every market on DKeX for a trading day, or through any successor or replacement publication made available by DKeX for the same information. As of the date of this submission that publication is open to the public and requires neither authentication nor payment, and DKeX states that the report updates by approximately 12:00 p.m. Eastern Time each day.<br><br>**Secondary** — the Time & Sales reports that DKeX publishes on its website at https://www.railbirdexchange.com/time-and-sales, comprising anonymized trade data for every contract traded on DKeX, or through any successor or replacement publication made available by DKeX for the same records. As of the date of this submission that publication is open to the public and requires neither authentication nor payment, and DKeX states that the report updates by approximately 12:00 p.m. Eastern Time each day.<br><br>**Tertiary** — a figure published or announced publicly by DKeX or by DraftKings Inc., but only where that figure is expressly stated as the total number of contracts traded on DKeX, or the notional value of contracts traded on DKeX, for the Reference Period or for each day comprising it. A figure stated on an annualized, rounded, partial, or different basis may not be used to determine the Reference Volume, and a figure stated in respect of consumer, customer, or taker-side volume, or in respect of trading activity on any venue other than DKeX, may not be used.<br><br>The primary means of access is supported by DKeX's obligations as a reporting market under Part 16 of the Commission's regulations. Commission Regulation 16.01(a) requires each reporting market to record, for each business day and for each contract category, the total volume of trading, excluding transfer trades or office trades, and Regulation 16.01(e)(1) requires that this information be made |

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| | readily available to the news media and the general public, without charge, in a format that readily enables the consideration of such data, no later than the business day following the day to which the information pertains. For swaps having a set contract size, Regulation 16.01(a)(2)(iv)(A) provides that trading volume is reported in terms of the number of contracts traded. DKeX's obligations as a designated contract market also include DCM Core Principle 8, Section 5(d)(8) of the Act, 7 U.S.C. § 7(d)(8), and Commission Regulation 38.450. The Exchange relies on the trading volume component of that publication.<br><br>The secondary means of access is the trade-level record DKeX publishes on its website. Condition 3 of CFTC Staff Letter No. 25-26 (August 7, 2025), as modified by CFTC Staff Letter No. 26-13 (May 4, 2026), requires DKeX to publish on its website the trade timestamp, contract, quantity, and price for all transactions in contracts covered by that letter promptly after execution. The Exchange does not represent that the Time & Sales reports are the publication by which that condition is satisfied, and relies on no particular publication interval: the Determination Cutoff falls on the second business day following the end of the Reference Period, so records published on the daily cycle stated above are complete for the Reference Period before the Reference Volume is computed. The Exchange notes that a staff no-action position is not binding on the Commission and may be conditioned, modified, suspended, terminated, or restricted at the Divisions' discretion, and accordingly relies on the secondary means of access as a corroborating and substitute source rather than as a source of equivalent durability to the primary means. The no-action position does not reach Part 16 of the Commission's regulations, and condition 5 of that letter expressly preserves all reporting and recordkeeping requirements applicable to DKeX and Bitnomial other than those from which relief was granted.<br><br>If the primary means of access does not provide data covering one or more trading days within the Reference Period by the Determination Cutoff, the Exchange will use the secondary means for those days, and then the tertiary means, in that order, and will disclose the substitution when it publishes the Reference Volume. If the Reference Volume cannot be determined by any of the means specified above by the Determination Cutoff and a settlement disruption exists, the Exchange may exercise its authority under Exchange Rule 5.2.<br><br>The DKeX Market Data is published or made available by a designated contract market subject to the daily trading-information and reporting obligations described above and is independent of the Exchange and its Market Participants. Any instructions regarding access to the DKeX Market Data are non-binding and provided solely for convenience. |
| **Settlement Criteria** | Resolves to "Yes" if the Reference Volume exceeds <N>. Resolves to "No" if the Reference Volume is equal to or less than <N>. Because the threshold is stated to the dollar and the Reference Volume is computed to the dollar, there is no tie outcome.<br><br>**A. Determination Cutoff.** The Exchange will compute the Reference Volume as of 5:00 p.m. Eastern Time on the second business day following the end of the Reference Period (the "Determination Cutoff"), using the data published by the Settlement Reference Source as of that time. Commission Regulation 16.01(e)(1) requires volume for the final trading day of the Reference Period to |

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| | be published no later than the business day following that day, so the interval allows a full business day beyond that deadline for publication and for any correction or restatement of volume for a day within the Reference Period. Any such correction or restatement published before the Determination Cutoff is reflected in the data from which the Reference Volume is computed.<br><br>**B. Corrections and Restatements.** The Reference Volume is computed once, from the data published as of the Determination Cutoff. A correction or restatement of reported volume published after the Determination Cutoff, including any correction of an error or omission of the kind contemplated by Commission Regulation 16.06, does not affect the Reference Volume, the Market Outcome, or settlement, and no Contract will be resettled on account of it.<br><br>**C. Change in Publication.** If DKeX ceases to publish the DKeX Market Data, materially changes the content or methodology of that publication, restricts access to it during or after the Reference Period, ceases to report volume on a basis from which a count of contracts traded can be determined, or ceases to report transactions in event contracts separately from transactions in other instruments, the Exchange will determine the Reference Volume using the next available means of access that reports event contract volume separately. If the Reference Volume cannot be determined from any Settlement Reference Source and the Market Outcome has not been unequivocally determined, all orders on the Contract shall be void and collateral shall be returned to the applicable accounts.<br><br>**D. No Discretion.** The Exchange applies the computation set forth under "Underlying" without adjustment. The Exchange does not survey, poll, estimate, or otherwise generate the underlying data, and does not exclude reported volume on the basis of counterparty, contract category, or trading protocol.<br><br>**E. Absence of Data.** In the absence of data required for settlement from the Settlement Reference Sources listed, ProphetX may consult another publication of the same data by DKeX. 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. |
| **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. |
| **Price Limits** | None. Contracts may be listed and traded only at prices between $0.01 and $0.99. |
| **Last Trading Date/Time** | 11:59:59 p.m. Eastern Time on the last day of <Month>, being the end of the Reference Period. No new position may be opened after this time. |
| **Expiration Date and Time** | The Determination Cutoff, being 5:00 p.m. Eastern Time on the second business day following the end of the Reference Period, at which time the |

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| | outcome of the Contract becomes determinable from the Settlement Reference Source. |
| **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 successive calendar months. The Exchange may list multiple iterations of the Contract, at different thresholds, for the same Reference Period. All Contracts are fully collateralized, cash-settled, and constitute Swaps under the CEA. Trading closes before the outcome of a Contract is determinable from the Settlement Reference Source. 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, including the computed Reference Volume, 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 Contract within the certified class:

- Current directors, officers, employees, contractors, and agents of Railbird Exchange, LLC d/b/a DKeX, of Bitnomial Clearinghouse, LLC, and of any of their parents, subsidiaries, and affiliates, including DraftKings Inc. and any entity through which DraftKings Inc. solicits or accepts orders for contracts traded on DKeX, and including any person with access to DKeX's trading, clearing, market data, or reporting systems;
- Any person in possession of material non-public information relating to DKeX's aggregate traded volume for any part of the Reference Period, to the content, timing, methodology, or availability of DKeX's published market data, or to any correction or restatement of that data, until such information has been publicly disseminated;
- Any person in possession of material non-public information, by reason of a market-making, liquidity provision, routing, or order-flow arrangement with DKeX or with any of its affiliates, concerning the volume of orders directed to or expected to be directed to DKeX during the Reference Period;
- Any person who executes, or acts in concert with others to execute, transactions on DKeX for the purpose of causing the Reference Volume to exceed or fail to exceed the threshold stated in any Contract, or for the purpose of affecting the price or settlement of any Contract; 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.