

August 13, 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) — NCAA Football Spread Contracts**

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 is certifying a family of binary event contracts referencing the performance of designated competitors in National Collegiate Athletic Association (“NCAA”) Football events (the “Contracts”). **These are represented in the form of “Will <Competitor> win <Event> by more than <N>?”** The Contracts will be listed no earlier than one business day following the Commission’s receipt of this submission, and no later than December 31, 2026.

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

- Official Product Name: **“Will the Ohio State Buckeyes win by 6.5 or more versus the Ball State Cardinals on September 5th, 2026”**;
- Official Receipt Date: August 13, 2026.

This submission includes the following:

- A concise explanation and analysis of the Contracts;
- The Exchange’s certification of compliance with the Act and Commission regulations;
- Appendix A – Contract Terms and Conditions; 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 performance of designated competitors in National Collegiate Athletic Association Football events.<sup>1</sup> Each Contract settles in cash with a notional value of \$1.00. A Contract resolves “Yes” if: the designated competitor wins the referenced event by the stated threshold. 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 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.

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.

<sup>1</sup> The Contracts have not been endorsed by the National Collegiate Athletic Association, any athletic conference, or any member institution. The use of the name “National Collegiate Athletic Association” is solely for the purpose of identifying the underlying events.

## APPENDIX A – CONTRACT TERMS AND CONDITIONS

### 1. NCAA Football Spread Contracts

|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Official Name</b>               | <b>"Will &lt;Competitor&gt; win &lt;Event&gt; by more than &lt;N&gt;?"</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Underlying</b>                  | <p>&lt;Competitor&gt; refers to one of the two teams competing in a specified NCAA season or postseason event. &lt;Event&gt; identifies the specific event by date, the two competing teams, and relevant distinguishing information. &lt;Event&gt; refers to a given sporting event, or specified period within a sporting event. The specified period must be at minimum one (1) quarter in duration. &lt;N&gt; is a stated numerical threshold that can represent either a + or - value. The value will be added (if a plus) or subtracted (if a minus) from the competitor's final score, based on the stated numerical threshold. If the competitor would have won the event given the final score after the adjustment then the contract resolves to yes.</p>                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Settlement Reference Source</b> | <p>The Settlement Reference Source consists of authoritative, publicly available sources that publish official event results. The primary source for the applicable event is The National Collegiate Athletic Association ("NCAA") through NCAA.com or the relevant competitor's official NCAA website. Secondary sources include ESPN and The Associated Press. If the primary source has not published an official result within a reasonable time following the official determination of the referenced outcome, the Exchange may consult one or more secondary sources. If no Settlement Reference Source has published an official result and a settlement disruption exists, the Exchange may exercise its authority under Exchange Rule 5.2. All Settlement Reference Sources are publicly available, widely disseminated, and independent of the Exchange and its Market Participants. 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.</p> |
| <b>Settlement Criteria</b>         | <p>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:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

Unless otherwise specified in the applicable Contract Specifications, all Football event contracts listed on ProphetX shall be settled in accordance with the rules set forth in this Chapter. Defined terms used herein have the meanings ascribed to them in the ProphetX Rulebook. References to 'orders' include resting and filled orders as applicable; references to 'settlement' refer to final contract disposition following outcome determination.

**A. Overtime.** All contracts shall be settled on the result including overtime, unless otherwise stated in the applicable Contract Specifications (e.g., first half or first quarter contracts).

**B. Governing Authority.** All contracts are offered in accordance with ProphetX's Rulebook and Terms and Conditions. Unless specifically stated or implied in the applicable Contract Specifications, settlement of contracts shall be based on the official classifications, definitions, and tiebreaking rules established by the National Collegiate Athletic Association ("NCAA") through NCAA.com. For College Football contracts, settlement shall be based on official results as published by the applicable conference or the official website of the competition. Notre Dame is classified as an independent program and is not assigned to any conference for settlement purposes.

**C. Scheduling.** Dates and start times displayed on the Exchange are provided for informational purposes only and are not guaranteed. Official schedules are as published by the applicable governing body.

**D. Tied Results.** If, after the completion of overtime, the result remains tied, all orders on the outright event winner contract shall be void and collateral shall be returned to the applicable accounts.

- **Period-Specific Contracts.** For contracts based on specific quarters or halves, the entire designated period of play must be completed unless the contract outcome has been unequivocally determined prior to that point. Second half contracts include overtime if played.

**E. College Football Abandoned or Postponed Event Void Rule.** In the event of an abandoned or postponed College Football event, all contracts referencing that event shall be void unless the event is completed within the same College Football weekly schedule window, defined as Tuesday through Monday local stadium time, or if the outcome of the contract has been unequivocally determined.

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                      | <b>F. Absence of Official Statistics or Results.</b> In the absence of a statistic or result required for the settlement of a specific contract from the official sources listed, another reputable source may be used to support contract settlement. ProphetX reserves the right to resettle contracts should additional official information become available. In the event ProphetX cannot reasonably determine the outcome of a contract, all orders on that contract shall be void and collateral shall be returned to the applicable accounts. |
| <b>Minimum Tick</b>                  | \$0.01 per Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Notional Value</b>                | \$1.00 per Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Settlement Value</b>              | \$1.00 per in-the-money Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Position Accountability Level</b> | 25,000 Contracts per Market Participant per strike.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Last Trading Date/Time</b>        | 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.                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Expiration Date and Time</b>      | 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.                                                                                                                                                                                                                                                                      |
| <b>Settlement Date</b>               | 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 NCAA scheduling. The Exchange may list multiple iterations of each sub-class for the same event. All Contracts are fully collateralized, cash-settled, and constitute Swaps under the CEA. Settlement determinations are final and irrevocable once effected, subject to Rule 5.2 of the Rulebook. The final Settlement Value and supporting settlement information for each Contract will be publicly posted on the Exchange's website following settlement.

## **APPENDIX B – TRADING PROHIBITIONS**

In addition to the general prohibition on trading while in possession of material non-public information set forth in Exchange Rule 4.12, the following persons are prohibited from trading any NCAA Football Spread Contract:

- Current players, managers, coaches, officials, scouts, trainers, and other locker room or on-court personnel of any NCAA team;
- Current employees, officers, directors, athletic department staff, and contractors of any member institution, the National Collegiate Athletic Association, or any athletic conference, or any other governing body or affiliated organization with authority over NCAA events;
- Athletic department officials, boosters, and other persons holding a material financial or governance interest in any member institution or program;
- Any person in possession of material non-public information relating to the outcome of a specific Event, or to the performance, availability, or usage of any referenced player in a specific Event, including information regarding lineup decisions, planned playing time or rest, player usage or minutes-management plans, injury or health status, disciplinary actions, or other non-public competitive matters, until such information has been publicly disseminated; and
- Immediate family members and household members of any person described above, including spouses, domestic partners, parents, children, and siblings.

The Exchange may impose additional trading restrictions or prohibitions where necessary to protect market integrity and deter the misuse of material non-public information.