October 7, 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 Cloud9 record more than 10 total kills in Game 1 of its Play-In Stage Round 1 match at the 2026 League of Legends World Championship on October 15, 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 Cloud9 record more than 10 total kills in Game 1 of its Play-In Stage Round 1 match at the 2026 League of Legends World Championship on October 15, 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 15, 2026.

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.

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 matches of the 2026 League of Legends World Championship that share an identical settlement source and methodology with this Contract.

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 Contract 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 the total number of kills recorded by Cloud9 in Game 1 of the best-of-five Play-In Stage Round 1 match between Cloud9 and the opponent assigned by Riot Games' Play-In Stage draw at the 2026 League of Legends World Championship, scheduled for October 15, 2026 in Los Angeles, California, as recorded in the official match data published by Riot Games through LoL Esports at lolesports.com. 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 competitors and matches of the 2026 League of Legends World Championship 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, and only if, the Settlement Reference Source records Cloud9 as having recorded more than 10 total kills in Game 1 of the referenced match under the settlement provisions below; resolves to "No" in all other cases, except where a provision below provides that the Contract is void (push). 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. The Contract 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 Rules 5.1(b), 5.1(f), and 7.3 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, ordinarily the same day, with "Yes" position holders and "No" position holders paid in accordance with the applicable Payout Criterion.

[1] The Contract has not been endorsed by Riot Games, any league, tournament, team, or affiliated organization. The use of the names "Riot Games" and "League of Legends" is solely for the purpose of identifying the underlying events.

APPENDIX A – CONTRACT TERMS AND CONDITIONS

1. "Will Cloud9 record more than 10 total kills in Game 1 of its Play-In Stage Round 1 match at the 2026 League of Legends World Championship on October 15, 2026?"

Official Name	**"Will Cloud9 record more than 10 total kills in Game 1 of its Play-In Stage Round 1 match at the 2026 League of Legends World Championship on October 15, 2026?"**
Underlying	the total number of kills recorded by Cloud9 in Game 1 of the best-of-five Play-In Stage Round 1 match between Cloud9 and the opponent assigned by Riot Games' Play-In Stage draw at the 2026 League of Legends World Championship, scheduled for October 15, 2026 in Los Angeles, California, as recorded in the official match data published by Riot Games through LoL Esports at lolesports.com
Settlement Reference Source	The primary Settlement Reference Source is Riot Games, which organizes and operates the 2026 League of Legends World Championship through LoL Esports, as published at lolesports.com (https://lolesports.com). The secondary Settlement Reference Source is the 2026 World Championship page of the Liquipedia League of Legends wiki (https://liquipedia.net/leagueoflegends/World_Championship/2026). The Exchange will consult the secondary source only if the primary source has not published the official match data within a reasonable time after the referenced outcome is officially determined. If the sources conflict, the primary source governs. If neither source has published the official match data and a Settlement Disruption exists, the Exchange may exercise its authority under Exchange Rule 5.2. Any change to the Settlement Reference Sources will be submitted to the Commission under Part 40 of the Commission's regulations before it takes effect.
Settlement Criteria	Resolves to "Yes" if, and only if, the Settlement Reference Source records Cloud9 as having recorded more than 10 total kills in Game 1 of the referenced match under the settlement provisions below; resolves to "No" in all other cases, except where a provision below provides that the Contract is void (push). Unless otherwise specified in the applicable Contract Specifications, all esports event contracts listed on ProphetX shall be settled in accordance with the provisions below. 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. Where a provision below provides that a Contract is void, the Contract is treated as a push: all orders on it are void and collateral is returned to the applicable accounts.

A. Units of play. A “match” or “series” is a contest between two teams consisting of one or more games under the format set by the governing body (for example, best-of-one, best-of-three or best-of-five). A “game” is a single completed competitive instance within a match, as that term is used in League of Legends. League of Legends games are not subdivided into rounds or halves for settlement purposes, and a game concludes when the governing body records a winner of that game.

B. Governing Authority. All Contracts are offered in accordance with ProphetX’s Rulebook and Terms and Conditions. Unless specifically stated in the applicable Contract Specifications, settlement shall be based on the official result, classifications and definitions established by Riot Games under the official rules of the 2026 League of Legends World Championship, as published by the Settlement Reference Source.

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. Postponed and Cancelled Events. If a match does not begin within forty-eight (48) hours of its originally scheduled start time, or is cancelled before any official result relevant to the Contract is published, all orders on the affected Contracts shall be void (push) and collateral shall be returned to the applicable accounts. A match that begins within that window settles on its official result.

E. Forfeits, Walkovers and Disqualifications. If a match or game is forfeited, awarded by walkover, or a team is disqualified before any play has occurred in the period referenced by the Contract, all orders on the affected Contracts shall be void (push) and collateral shall be returned to the applicable accounts, whether or not the governing body credits either team with a win. If a forfeit or disqualification occurs after play in that period has begun, the Contract settles on the result as officially awarded and recorded by the governing body. A disqualification announced after the governing body has officially

declared the result of the referenced period is taken into account only if the governing body alters the official result before settlement.

F. Remakes, Restarts and Replays. If the governing body orders a full or partial replay of a game or series (for example, a League of Legends remake or chronobreak, or a replay ordered after a server failure or verified cheating), only the officially completed and counted result governs, and a restarted or replayed instance is counted once.

G. Format Changes. If the governing body changes the format of the referenced match after the Contract is listed (for example, a best-of-five converted to a best-of-three), the Contract remains valid and settles on the official match data for the referenced game, provided that game is played.

H. Period-Specific Contracts. For Contracts referencing a specific game, that game must be completed unless the outcome has been unequivocally determined beforehand. If the referenced game is not played (for example, Game 5 of a best-of-five won 3-1), the Contract shall be void (push) and collateral shall be returned to the applicable accounts. A game awarded administratively counts only if play on it had begun.

I. Statistics. The Contract settles on the official match data published by the Settlement Reference Source for the referenced game, ordinarily the same day the game concludes. Settlement is final once effected; statistical corrections published after settlement are not taken into account. Only kills credited to the referenced team in the referenced game count.

J. Team Identity. A team is identified by the lineup the governing body recognizes as that entry. Roster substitutions do not change the team’s identity. If a team’s roster transfers to, or competes under, a different organization, name or brand and Riot Games recognizes the lineup as the same team or its natural successor, the Contract follows that team; if the governing body treats it as a distinct entry, the Contract does not transfer.

K. Absence of Official Results. In the absence of a result required for the settlement of a specific Contract from the official sources listed, the secondary Settlement Reference Source may be used to support settlement. In the event ProphetX cannot reasonably determine the outcome of a Contract, all orders on the affected Contracts shall be

	void (push) 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.
Last Trading Date/Time	Trading closes when Game 1 of the referenced match 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 Game 1 of the referenced match. 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.

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 Cloud9 record more than 10 total kills in Game 1 of its Play-In Stage Round 1 match at the 2026 League of Legends World Championship on October 15, 2026?**":

- Current players, substitutes, coaches, analysts, managers, and other team personnel of any professional esports team competing in the referenced game title;
- Referees, tournament administrators, match officials, observers, broadcast and production personnel with access to the live game feed, and anti-cheat or integrity staff of any tournament or league in the referenced game title;
- Current employees, officers, directors, and contractors of the game publisher, the tournament organizer or league operator, or any other governing body with authority over the referenced competition, including persons who collect, verify or publish official match data or statistics, and the staff and administrators of any Settlement Reference Source;
- Owners, shareholders, board members, and other persons holding a material financial or governance interest in any professional esports team competing in the referenced game title;
- Any person in possession of material non-public information relating to the outcome of a specific Event, including information regarding lineups, roster changes, substitutions, player availability, health, disciplinary or integrity investigations, game patches or rule changes, technical issues, 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.