

October 14, 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): NFL Weekly Scorigami 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 designated contract market (“DCM”), hereby certifies a class of binary event contracts in the form “Will There Be A Scorigami in NFL <Week> of the <Season>?” (the “Contracts”). The Contracts will be listed no earlier than one business day following the Commission’s receipt of this submission and may be listed for any later week or postseason round of the 2026 NFL season and for each subsequent NFL season within the class.

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 There Be A Scorigami in NFL Week 7 of the 2026 Season?”;

Official Receipt Date: October 14, 2026.

Consistent with CFTC Staff Letter No. 26-22 (July 24, 2026), each Contract uses a settlement source, formula, procedure and methodology identical to the Referenced Contract, and the class is limited to NFL seasons organized by the National Football League, beginning with the 2026 season.

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 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. Description of the Contracts and Class Eligibility

The Contracts are binary event contracts in the form “Will There Be A Scorigami in NFL <Week> of the <Season>?”.¹ Each Contract settles in cash with a notional value of \$1.00 and resolves “Yes” if, and only if, the Settlement Reference Source records that at least one Game in Scope for <Week> of the <Season> ended with a Scorigami, a final score that has never before occurred in an NFL game; otherwise it resolves “No”, unless a provision in Appendix A provides that it is void. Appendix A sets out the full terms and the permitted values of each parameter.

Each Contract satisfies 17 C.F.R. § 40.2(d)(1)(i)–(iv): (i) it is based on an excluded commodity described in Section 1a(19)(iv) of the Act, namely an occurrence in the games of an NFL season; (ii)–(iii) it uses the same Settlement Reference Sources, settlement criteria, procedures and payout methodology as every other Contract in the class and as the Referenced Contract, with only the week and the season varying; and (iv) it is denominated and settled in U.S. dollars. If a future season requires a different settlement source or methodology, the Exchange will submit a filing under Part 40 of the Commission’s regulations to amend this certification accordingly before listing any affected Contract. The Exchange acknowledges that, under § 40.2(d)(2), the Commission may require it to withdraw this certification and submit any Contract individually.

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. Because each Contract shares the Referenced Contract’s settlement sources, methodology, trading prohibitions, surveillance and risk controls, the Core Principle compliance analysis and Appendix C to Part 38 demonstration submitted with the Referenced Contract as Confidential Appendices C and D, under FOIA confidential treatment pursuant to 17 C.F.R. § 145.9, apply equally to each Contract and are incorporated by reference.

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 Rules 5.1(b), 5.1(f), and 7.3(a) 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. The Exchange may list one Contract for each <Week> of the <Season>.

¹ The Contracts have not been endorsed by the National Football League, the Office of the Commissioner of the National Football League, any NFL club, or Sports Reference LLC. The use of the name “National Football League” is solely for the purpose of identifying the underlying events.

APPENDIX A – CONTRACT TERMS AND CONDITIONS
1. “Will There Be A Scorigami in NFL <Week> of the <Season>?”

Official Name	“Will There Be A Scorigami in NFL <Week> of the <Season>?”
Underlying	whether at least one NFL game scheduled for <Week> of the <Season> ends with a Scorigami, a final score that has never before occurred in an NFL game, under the settlement provisions below, as officially recorded by the National Football League. <Week> is a numbered week of the NFL regular season (Week 1 to Week 18) or a postseason round (Wild Card Round, Divisional Round, Conference Championships or Super Bowl), as designated in the official NFL schedule. <Season> is an NFL season, beginning with the 2026 season, written “<year> Season” for the year in which that season begins.
Settlement Reference Source	The primary Settlement Reference Source is the National Football League (“NFL”), which schedules and operates the Games in Scope, through the official final score and Game Book for each game published at NFL.com (https://www.nfl.com/scores/). The secondary Settlement Reference Source is ESPN’s final score and box score for each game (https://www.espn.com/nfl/scoreboard). The Exchange will consult the secondary source only if the primary source has not published the official result within a reasonable time after the referenced outcome is officially determined. If the sources conflict, the primary source governs. The record of prior NFL final scores is Pro Football Reference’s NFL Game Scores page (https://www.pro-football-reference.com/boxscores/game-scores.htm); every game listed on that page counts as a prior NFL game. The page is taken as it stands when the first Game in Scope kicks off. If neither source has published the official result 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 that at least one Game in Scope for <Week> of the <Season> ended with a Scorigami under the settlement provisions below; resolves to “No” in all other cases, except where a provision below provides that the Contract is void.

Unless otherwise specified in the applicable Contract Specifications, all NFL Scorigami 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, all orders on it are void and collateral is returned to the applicable accounts.

A. Governing Authority. All Contracts are offered in accordance with ProphetX's Rulebook and Terms and Conditions. Settlement shall be based on the official results, classifications and definitions established by the NFL under its playing rules, as published by the Settlement Reference Source.

B. Games in Scope. The Games in Scope are all NFL games scheduled by the NFL for <Week> of the <Season> when the first Contract referencing <Week> of the <Season> is listed. A game the NFL moves into <Week> of the <Season> after that listing is not a Game in Scope. A change after that listing to a Game in Scope's date, kickoff time or venue, including a move to a venue outside the United States, does not remove it, subject to provisions E and F. Preseason games, the Pro Bowl and other exhibition games are never Games in Scope.

C. Scorigami. A Scorigami is a final score that, when the game becomes final, does not match the final score of any prior NFL game. A final score is the pair of point totals of the two teams (higher, lower), or the shared total in a tied game; which team scored which total does not matter. Final scores include all overtime periods; the score at the end of regulation or of any other portion of a game is disregarded. A tied game that ends at a score that has never occurred is a Scorigami.

D. Prior NFL Games. A game is a prior NFL game if it is listed on the record of prior NFL final scores named in the Settlement Reference Source, or if it is an NFL regular-season or postseason game, including an earlier Game in Scope, whose official final score the primary source published before the game being tested became final. If two Games in Scope end at the same new score, only the first to become final is a Scorigami.

	E. Games Played to Conclusion. A game counts only if it is played through the end of regulation and any overtime under NFL playing rules. A game the NFL ends before then, including a suspended game it declares final, records as a forfeit or declares a no contest is excluded, even if the NFL publishes a final score for it. F. Postponed, Suspended and Cancelled Games. A Game in Scope that is postponed or suspended remains a Game in Scope only if it is played to its conclusion by 11:59 p.m. local stadium time on the Wednesday after the last originally scheduled game of <Week> of the <Season>. A Game in Scope that is not concluded by then, or that the NFL cancels, is excluded. The Contract settles on the remaining Games in Scope. If every Game in Scope is excluded, the Contract is void. G. Corrections. Contracts settle on the official final score of each Game in Scope as published by the primary source after that game concludes. If the NFL issues any correction to a final score within forty-eight (48) hours of the conclusion of the last Game in Scope, affected Contracts shall be resettled as necessary. Corrections issued after that time are disregarded. H. Rule Changes. Settlement follows the rules, definitions and official records the NFL applies to the Games in Scope when they are played, regardless of any change the NFL makes to its playing rules, scoring rules or schedule during the life of the Contract. No Contract is voided or adjusted because of such a change, unless it abolishes the final score as the official result of an NFL game, in which case all orders on the affected Contracts shall be void and collateral shall be returned to the applicable accounts. This provision is subject to, and yields to, provisions B, D, E, F and G. I. Absence of Official Results. In the absence of a result required for the settlement of a specific Contract from the primary source, 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 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 a Game in Scope is final with a Scorigami, as published by the primary Settlement Reference Source, or when every Game in Scope is final or excluded. Orders submitted after the first Game in Scope has commenced may be subject to a time delay in accordance with Rule 4.3(j). No new position may be opened, and no Contract is listed, after this time. No Contract referencing <Week> of the <Season> is listed after the scheduled kickoff of the first Game in Scope for <Week> of the <Season>. The Exchange may, at its discretion, halt trading in a Contract or withdraw it from trading if the referenced event or data is withdrawn, cancelled, changed or no longer available from the Settlement Reference Source.
Expiration Date and Time	The date and time at which a Game in Scope becomes final with a Scorigami or, if none does, at which every Game in Scope is final or excluded, based on information published by the Settlement Reference Source, and in any case no later than 10:00 a.m. Eastern Time on the Thursday after the last originally scheduled game of <Week> of the <Season>.
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 any Contract in this class:

- Current players, coaches, coordinators, trainers, medical staff, game-day personnel, and other sideline or on-field personnel of any NFL team;
- Game officials, replay officials, official scorers and statisticians, and other persons who record, review or publish official NFL scoring data;
- Current employees, officers, directors, contractors, and agents of the NFL, any NFL member club, or any other governing body or affiliated organization with authority over the Games in Scope, and the staff and administrators of any Settlement Reference Source, including the record of prior NFL final scores;
- Owners, shareholders, board members, and other persons holding a material financial or governance interest in any NFL team;
- Any person in possession of material non-public information relating to a Game in Scope or its final score, including information regarding inactive lists, lineup decisions, player availability, injuries or health status, planned play-calling, weather-related operational decisions, postponement or kickoff-time changes, officiating or replay determinations, or score corrections, 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.