PROPHETX

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(a): "Will Julian Sayin record Over 300.5 Passing Yards in the Ball State Cardinals at Ohio State Buckeyes game on September 5th, 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 Julian Sayin record Over 300.5 Passing Yards in the Ball State Cardinals at Ohio State Buckeyes game on September 5th, 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 December 31, 2026.

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.

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 player, one numeric threshold, one statistic, one named game, 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 players, thresholds, statistics and National Collegiate Athletic Association ("NCAA") Football games that share an identical settlement source and methodology with this Contract.

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;
- Appendix B – Trading Prohibitions; and
- Confidential Appendices C and D, submitted under FOIA confidential treatment pursuant to 17 C.F.R. § 145, 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 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 Contract is a binary event contract relating to the individual statistical performance of a single identified player, a single numerical value, a single statistic and a single specified event. 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 players, thresholds,statistics, and NCAA Football games 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: the designated player records over the stated statistic in the referenced event. 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 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

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 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.

[1] 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. "Will Julian Sayin record Over 300.5 Passing Yards in the Ball State Cardinals at Ohio State Buckeyes game on September 5th, 2026"

Official Name	**"Will Julian Sayin record Over 300.5 Passing Yards in the Ball State Cardinals at Ohio State Buckeyes game on September 5th, 2026"**
Underlying	The Underlying for the Contract is whether Julian Sayin, as a player for the Ohio State Buckeyes, officially records at least 301 passing yards during the game scheduled between the Ball State Cardinals and the Ohio State Buckeyes on September 5th, 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 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.
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: 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. Statistics Contracts.** Player Statistic contracts and other statistics-based contracts shall be settled according to the official event reports as published after the conclusion of the event by the applicable organizing association. If the official organizing association issues any statistical correction within forty-eight (48) hours of the event's conclusion, affected contracts shall be resettled as necessary. 1. **Single-Event Player and Team Statistics Contracts.** Contracts referencing individual player or team statistics in a single event, or comparing statistics of two individual players during a single event, require all referenced players to be

	active for that event. The referenced player must participate in at least one (1) snap in the event for contracts to be valid. 2. **Season Player and Team Statistics Contracts.** All season-long contracts, regardless of whether outcomes arise during the Playoffs or otherwise, shall remain valid irrespective of player trades, team movements, name changes, season length changes, or playoff format changes occurring at any point during the season. 3. **Weekly, Daily, Season, and Playoff Statistic Contracts.** This category includes, but is not limited to, weekly player or team statistics, First Touchdown Scorer contracts, Total Touchdown Scorer contracts, Season statistic contracts, and Bowl Game statistic contracts. The referenced player must participate in at least one (1) snap in the event for contracts to be valid. All contracts shall be settled based on results from the applicable governing body. 4. **Offensive Yards Contracts.** Settlement of contracts referencing "Offensive Yards" shall be based on the net number of yards, including any sack yardage lost. The calculation shall be performed by adding the relevant passing and receiving yards and subtracting any yards lost to sacks from the total yards for the referenced player or team. The referenced player must participate in at least one (1) snap in the event for contracts to be valid. 5. **Passing and Rushing Yards Contracts.** Settlement of contracts referencing which team will gain the most passing or rushing yards in an individual event or over a season shall be based on the gross number of yards thrown or rushed, including any negative yards occurring on rushing plays. The referenced player must participate in at least one (1) snap in the event for contracts to be valid. 6. **Touchdown Contracts.** For contracts referencing touchdown scores in a specific event, the referenced player must participate in at least one (1) snap in the event for contracts to be valid. For contracts referencing "passing touchdowns," only the player who catches the pass shall be considered the **F. 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.

	G. Defensive Statistics Contracts. For contracts on defensive statistics markets (including, by way of example, Player Tackles, Player Sacks, and Player Assists): only defensive plays made by defensive players on the defensive side of the ball at the time of the snap shall be included for settlement purposes. Statistics arising from special teams plays, extra points, and two-point conversions shall not count for settlement purposes. Half-sacks shall count as 0.5 sacks. Example: if a player's contract is set at 0.5 sacks and the player records a half-sack, the contract shall be void (push); if set at 0.25 it shall resolve to “Yes”; and if set at 0.75 it shall resolve to “No”. Assists shall not count toward "Total Tackles" contracts. Assists are included in "Total Tackles + Assists" contracts. **H. Absence of Official Statistics or Results.** 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.
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.
Last Trading Date/Time	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.
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 <Event>. 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 **"Will Julian Sayin record Over 300.5 Passing Yards in the Ball State Cardinals at Ohio State Buckeyes game on September 5th, 2026"**:

- Current players, managers, coaches, officials, scouts, trainers, and other locker room or on-field 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 snap-count 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.