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(a): "Will the 2026 Circa Survivor contest end in Week 18?" 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 the 2026 Circa Survivor contest end in Week 18?" 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 November 5, 2026.

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 contest, one named outcome, and an identified primary and secondary Settlement Reference 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 the other Contest Weeks of the 2026 Circa Survivor contest and later editions of the contest 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 Contest Week in which the 2026 Circa Survivor contest, organized and operated by Circa Sports, ends, as officially determined by Circa Sports under the official rules of the contest.[1] 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 the other Contest Weeks of the 2026 Circa Survivor contest and later editions of the contest that share an identical settlement source and methodology with this Contract.

This Contract settles in cash with a notional value of $1.00. The Contract resolves “Yes” if, and only if, the Settlement Reference Source records the 2026 Circa Survivor contest as having ended in Week 18 under the settlement provisions below; resolves to “No” in all other cases, except where a provision below provides that the Contract is void. 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(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 contest 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 Circa Sports, the National Football League, any NFL team, or any affiliated organization. The use of the names “Circa Sports” and “Circa Survivor” is solely for the purpose of identifying the underlying contest.

APPENDIX A – CONTRACT TERMS AND CONDITIONS

1. "Will the 2026 Circa Survivor contest end in Week 18?"

Official Name	**"Will the 2026 Circa Survivor contest end in Week 18?"**
Underlying	the Contest Week in which the 2026 Circa Survivor contest, organized and operated by Circa Sports, ends, as officially determined by Circa Sports under the official rules of the contest
Settlement Reference Source	The primary Settlement Reference Source is Circa Sports, which organizes and operates each edition of the Circa Survivor contest, through the official Circa Survivor results it publishes at circasports.com (https://www.circasports.com/circa-survivor) and on its official X account, @CircaSports (https://x.com/CircaSports). Where the results published at circasports.com and on @CircaSports differ, the results published at circasports.com govern. The secondary Settlement Reference Source is the Circa Survivor entry pick history published by PoolGenius, a service of TeamRankings (https://poolgenius.teamrankings.com/circa-survivor-picks/entry-pick-history/). 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. 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. Any instructions regarding access to a Settlement Reference Source are non-binding and provided solely for convenience.
Settlement Criteria	Resolves to "Yes" if, and only if, the Settlement Reference Source records the 2026 Circa Survivor contest as having ended in Week 18 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 Circa Survivor 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, grading, classifications and definitions established by Circa Sports under the official rules of the 2026 edition of the Circa Survivor contest, as published by the Settlement Reference Source. B. Contest Weeks. A Contest Week is a Contest Week as defined in the official rules of the referenced edition. The 2026 edition has twenty Contest Weeks, in this order: Week 1 to Week 11, which correspond to NFL regular-season Weeks 1 to 11; the Thanksgiving Leg (games scheduled for November 25, 26 and 27, 2026); Week 12 (the other NFL Week 12 games); Week 13, Week 14 and Week 15; the Christmas Leg (games scheduled for December 24 and 25, 2026); Week 16 (the other NFL Week 16 games); Week 17; and Week 18. C. Grading. Each selection is graded as Circa Sports grades it under its official rules, including selections on games that end in a tie, are relocated, rescheduled or not completed within the Contest Week, or for which the NFL awards a result without the game being played. The Exchange does not regrade any selection. D. Contest End. The contest ends in the Contest Week in which Circa Sports determines the Contest Winner(s) under its official rules: the Contest Week after which exactly one entry remains; the Contest Week in which every remaining entry is eliminated; or, if more than one entry remains after the final Contest Week, the final Contest Week. A Contract referencing “Week 10 or earlier” resolves “Yes” if the contest ends in any Contest Week up to and including Week 10; any other Contract resolves “Yes” only if the contest ends in the referenced Contest Week. E. Shortened, Suspended or Cancelled Contest. If the NFL season is not completed as scheduled and Circa Sports ends the contest under its official rules, the contest ends in the last Contest Week that Circa Sports graded. If Circa Sports cancels the contest and refunds

entry fees, all orders on every Contract on that edition shall be void and collateral shall be returned to the applicable accounts. If the NFL season is suspended, each Contract remains open until Circa Sports resolves the contest under its official rules. If Circa Sports has not determined the Contest Winner(s) by 11:59:59 p.m. Eastern Time on the day before the first game of the following NFL regular season, all orders on every unsettled Contract on that edition shall be void and collateral shall be returned to the applicable accounts.

F. Schedule and Format Changes. A change by the NFL or Circa Sports to the NFL schedule or to the contest format, including moving the Thanksgiving Leg or the Christmas Leg, does not void a Contract. Contest Weeks follow Circa Sports' official definitions at the time of settlement. If the referenced Contest Week no longer exists, all orders on that Contract shall be void and collateral shall be returned to the applicable accounts.

G. Disqualified Entries. Entries that Circa Sports disqualifies are treated as eliminated, as reported by the Settlement Reference Source. A disqualification or reinstatement announced after the first publication of the result counts only as a correction under provision H.

H. Corrections. Contracts shall be settled according to the official results as published by the Settlement Reference Source. If Circa Sports issues any correction within forty-eight (48) hours of the first publication of the result, affected Contracts shall be resettled as necessary. Corrections issued after that time, including any change made during the audit period under Circa Sports' official rules, are disregarded.

I. Rule Changes. Settlement follows the rules, definitions and official results that Circa Sports applies to the referenced edition, regardless of any change Circa Sports makes to the contest rules, or the NFL makes to its playing rules or schedule, during the life of the Contract. No Contract is voided or adjusted because of such a change, except as provided in provisions E, F and H.

J. 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 the outcome of the Contract becomes determinable from the selections and results published by the primary source, including when the contest ends before the referenced Contest Week or when more than one entry remains after the referenced Contest Week and a later Contest Week remains. No new position may be opened, and no Contract may be listed, after this time. 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 the outcome of the Contract becomes determinable based on information published by the Settlement Reference Source with respect to the Contest Week in which the 2026 Circa Survivor contest ends. If a Contest Week 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 the 2026 Circa Survivor contest end in Week 18?” Contract:

- Current employees, officers, directors, contractors, and agents of Circa Sports and of its affiliated companies that organize, operate or administer the Circa Survivor contest, including persons who register entries, record, grade or verify selections, or compile or publish contest results, and persons barred from entering the contest under its official rules;
- Current players, coaches, game officials, and other team or league personnel of any NFL team or of the National Football League, and current employees and administrators of any Settlement Reference Source;
- Any person who holds, co-owns or has a financial interest in an entry in the 2026 Circa Survivor contest, or who shares in the prize of such an entry, including through a syndicate, partnership, prize-sharing arrangement or IRS Form 5754; any proxy service that registers entries or submits selections on behalf of entrants, and its owners, employees and agents; and any person acting on behalf of, or in concert with, any of the foregoing;
- Any person in possession of material non-public information relating to the contest or its results, including non-public entry, selection, elimination or disqualification data, grading decisions, entry counts, or contest rule or schedule changes, or non-public information about NFL player availability or game scheduling, 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.

Each Market Participant must attest at onboarding, and periodically thereafter, that it is not a prohibited person under this Appendix B, including that it does not hold, co-own or have a financial interest in an entry in the 2026 Circa Survivor contest, does not share in the prize of such an entry, and is not a proxy service or acting on behalf of one. A Market Participant must notify the Exchange promptly if its status changes.

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