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July 15, 2026

SUBMITTED VIA CFTC PORTAL

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 — Self-Certification of Amendment to ProphetX Rulebook Rule 4.3 (Trading on the Platform) to Add New Subsection (j) (Order Entry Time Delay)

Dear Sir or Madam,

Pursuant to Section 5c(c)(1) of the Commodity Exchange Act (the "CEA") and Commodity Futures Trading Commission ("CFTC" or "Commission") Regulation 40.6(a), ProphetX LLC ("ProphetX" or the "Exchange"), a Commission-registered designated contract market, hereby certifies the amendment to its Rulebook described herein (the "Rule Amendment"). The Rule Amendment adds a new subsection (j) to Rule 4.3 (Trading on the Platform) that authorizes the Exchange to apply a defined, uniformly-applied time delay to the entry of Orders submitted after the underlying event referenced by a Contract has commenced. The Rule Amendment will become effective on July 29, 2026, which is no earlier than ten (10) business days following the date of this submission.

ProphetX operates a fully-collateralized, disintermediated central limit order book on which Market Participants trade event-based Contracts. Certain Contracts reference sporting or other live events. Once such an event has commenced, information relevant to the outcome can develop rapidly, and disparities in participants' speed of access to that information can create the potential for opportunistic "latency" trading against resting liquidity before the order book can adjust.

New Rule 4.3(j) permits the Exchange to apply a short, pre-defined time delay to the *entry* of Orders submitted after the underlying event has commenced. The delay applies only before an Order is entered into the central limit order book for matching; during the delay the Order may not be modified or cancelled. Once an Order has been entered into the book, it may be modified or cancelled with no further delay. The length of the delay may vary by sport, tournament, or Contract, may be zero, and will be published on the Exchange's website or within the Platform, with changes noticed in the same manner. Any delay is applied uniformly to all Market Participants trading the applicable Contract.

The mechanism is a well-established market-integrity tool. A brief, transparent, and non-discriminatory delay on post-commencement order entry mitigates the advantage of latency-sensitive strategies, protects resting liquidity and the participants who provide it, promotes fair and orderly trading during periods of rapidly-changing information, and supports the reliability of prices formed on the ProphetX Platform. Because the delay is disclosed in advance, applied uniformly, and does not disadvantage any participant relative to another trading the same Contract, it does not create an unfair or discriminatory condition of access.

ProphetX has reviewed the designated contract market Core Principles set forth in Section 5(d) of the CEA and the Commission's regulations thereunder and has concluded that the Rule Amendment is consistent with, and does not violate, the CEA and the Commission's regulations. The Rule Amendment most directly implicates the following Core Principles: Core Principle 2 (Compliance with Rules); Core Principle 3 (Contracts Not Readily Susceptible to Manipulation); Core Principle 4 (Prevention of Market Disruption); Core Principle 7 (Availability of General Information); Core Principle 9 (Execution of Transactions); and Core Principle 12 (Protection of Markets and Market Participants). A Core Principle analysis is provided in Appendix C.

ProphetX did not receive any substantive opposing views with respect to the Rule Amendment from Market Participants, Exchange staff, or any other interested party.

Pursuant to Section 5c(c)(1) of the CEA and CFTC Regulation 40.6(a), ProphetX hereby certifies that the Rule Amendment complies with the CEA and the Commission's regulations promulgated thereunder. ProphetX further certifies that, concurrent with this submission, a copy of this submission and the certification have been posted on the Exchange's website and may be accessed at https://www.prophetx.co/lobby/t-c/filings.

The following materials accompany this submission:

Appendix A - Public version of the amended Rulebook provision (Rule 4.3, clean).

Appendix B - Redlined version of the amended Rulebook provision (Rule 4.3, showing changes).

Appendix C - Core Principle Analysis (confidential).

Please let me know if you have any questions or requests for further information regarding this submission.

Best,

/s/ Gabe Wong

Gabe Wong
Chief Regulatory Officer
ProphetX LLC
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APPENDIX A

PUBLIC VERSION OF AMENDED RULEBOOK PROVISION

The following reflects Rule 4.3 of the ProphetX Rulebook as amended by the Rule Amendment. New language appears in subsection (j). Subsections (a) through (i) are unchanged and are reproduced for context.

RULE 4.3: TRADING ON THE PLATFORM

(a) The Contracts listed on the Exchange are governed by their Contract Specifications, including settlement methodology, valuation sources, and any applicable expiration or settlement time. The Exchange will not list any Contract that is prohibited by Applicable Law.

(b) Market Participants may establish positions in a Contract by submitting Orders that match against contra Orders in that Contract.

(c) Prior to entering an Order, the Market Participant must log in using its Credentials. Each Order must contain: (1) Order side as applicable (buy or sell); (2) Contract identifier(s), including symbol and, where applicable, expiration or settlement date/time; (3) quantity; (4) price; (5) account identifier; and (6) any other information required by the Exchange.

(d) Order-rate limiter functionality may cap the maximum number of messages per second (or per a specified period) per Authorized Trader and/or per Market Participant to prevent risk to the Exchange. Any Market Participant submitting Orders or other messages (including cancels/modifications), whether manually or via automation, must have adequate controls to prevent excessive messaging or other activity detrimental or disruptive to the Exchange.

(e) The Exchange will keep an electronic record of all Orders and all executed Trades. Records will include all terms identified in paragraph (c) and the date and time captured to the nearest thousandth of a second for every Order, and the Market Participant's Credentials and completion time to the nearest thousandth of a second for every executed Trade.

(f) The Platform's central limit order book matches Orders in an open and competitive manner using price-time priority. Orders at better prices execute before inferior prices; at the same price, earlier time priority executes before later time priority.

(g) Orders will be filled at market or, as applicable, on an "or better" basis, where: a buy Order priced above the best Offer will execute at the better Offer prices available up to the Order's limit price; a sell Order priced below the best bid will execute at the better bid prices available up to the Order's limit price; and if partially filled, the remainder rests at its limit price. Execution may, however, vary from the foregoing in circumstances of market volatility, limited liquidity, system constraints, variations in execution logic, or conditions beyond the control of the Exchange.

(h) A written record of each Trade will be available immediately upon execution on the Market Participant's activity page and via API/website/mobile (if online). If not online, the Market Participant will see the confirmation when next logged in.

(i) A Contract will not be void, voidable, subject to rescission, or otherwise invalidated or rendered unenforceable due to: (1) any violation by ProphetX DCM of sections 5 of the Commodity Exchange Act or Part 38 of the CFTC's Regulations; (2) any CFTC proceeding under Commodity Exchange Act sections 8a(7) or 8a(9); or (3) any other proceeding the effect of which is to alter or supplement a specific term, condition, or trading rule, or that requires the Exchange to adopt or refrain from adopting a specific rule or action.

(j) The Exchange may apply a time delay to the entry of Orders submitted after the underlying event has commenced, subject to the following:

(1) Any time delay shall occur before an Order is entered into the central limit order book for matching. An Order subject to a time delay may not be modified or cancelled during the delay period.

(2) Once an Order has been entered into the central limit order book, it may be modified or cancelled without any further time delay.

(3) The length of any time delay may vary by sport, tournament, or Contract, and may be zero. The applicable time delay shall be published on the Exchange's website or within the Platform and may be modified from time to time, with notice provided in the same manner.

(4) Any time delay shall be applied uniformly to all Market Participants trading the applicable Contract.

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APPENDIX B

REDLINED VERSION OF AMENDED RULEBOOK PROVISION

Additions are shown as double-underlined text. Deletions, if any, would be shown as ~~struck-through text~~. Subsections (a) through (i) are unchanged; only new subsection (j) is added.

RULE 4.3: TRADING ON THE PLATFORM

(a) The Contracts listed on the Exchange are governed by their Contract Specifications, including settlement methodology, valuation sources, and any applicable expiration or settlement time. The Exchange will not list any Contract that is prohibited by Applicable Law.

(b) Market Participants may establish positions in a Contract by submitting Orders that match against contra Orders in that Contract.

(c) Prior to entering an Order, the Market Participant must log in using its Credentials. Each Order must contain: (1) Order side as applicable (buy or sell); (2) Contract identifier(s), including symbol and, where applicable, expiration or settlement date/time; (3) quantity; (4) price; (5) account identifier; and (6) any other information required by the Exchange.

(d) Order-rate limiter functionality may cap the maximum number of messages per second (or per a specified period) per Authorized Trader and/or per Market Participant to prevent risk to the Exchange. Any Market Participant submitting Orders or other messages (including cancels/modifications), whether manually or via automation, must have adequate controls to prevent excessive messaging or other activity detrimental or disruptive to the Exchange.

(e) The Exchange will keep an electronic record of all Orders and all executed Trades. Records will include all terms identified in paragraph (c) and the date and time captured to the nearest thousandth of a second for every Order, and the Market Participant's Credentials and completion time to the nearest thousandth of a second for every executed Trade.

(f) The Platform's central limit order book matches Orders in an open and competitive manner using price-time priority. Orders at better prices execute before inferior prices; at the same price, earlier time priority executes before later time priority.

(g) Orders will be filled at market or, as applicable, on an "or better" basis, where: a buy Order priced above the best Offer will execute at the better Offer prices available up to the Order's limit price; a sell Order priced below the best bid will execute at the better bid prices available up to the Order's limit price; and if partially filled, the remainder rests at its limit price. Execution may, however, vary from the foregoing in circumstances of market volatility, limited liquidity, system constraints, variations in execution logic, or conditions beyond the control of the Exchange.

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(i) A Contract will not be void, voidable, subject to rescission, or otherwise invalidated or rendered unenforceable due to: (1) any violation by ProphetX DCM of sections 5 of the Commodity Exchange Act or Part 38 of the CFTC's Regulations; (2) any CFTC proceeding under Commodity Exchange Act sections 8a(7) or 8a(9); or (3) any other proceeding the effect of which is to alter or supplement a specific term, condition, or trading rule, or that requires the Exchange to adopt or refrain from adopting a specific rule or action.

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(3) The length of any time delay may vary by sport, tournament, or Contract, and may be zero. The applicable time delay shall be published on the Exchange's website or within the Platform and may be modified from time to time, with notice provided in the same manner.

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