

Product Submission by ForecastEx LLC – Pursuant to 17 C.F.R. §§ 40.2

September 29, 2025
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: ForecastEx LLC – CFTC Regulation 40.2(a) Notification Regarding the Initial Listing of “Definitive Statistical Success Forecast Contract”

Dear Mr. Kirkpatrick,
Pursuant to Section 5c(c) of the Commodity Exchange Act and Section 40.2(a) of the regulations of the Commodity Futures Trading Commission, ForecastEx LLC (“ForecastEx” or the “Exchange”) hereby notifies the Commission that it is self-certifying the “Definitive Statistical Success Forecast Contract”. ForecastEx will list a Forecast Contract corresponding to Event Outcomes.

The submission includes:

A concise explanation, analysis and background of the Contract;

- Certification;
- Appendix A with the Contract’s Terms and Conditions;
- Confidential Appendices with further information; and
- A request for FOIA confidential treatment.

The Exchange certifies that this submission (other than those appendices for which confidential treatment has been requested) has been concurrently posted on the Exchange’s website.

Any questions regarding this filing, as well as any notices pursuant to Commission Regulation 40.2, should be directed to the attention of the undersigned at gdeese@forecastex.com or 630-743-9013.

Respectfully submitted,

A handwritten signature in black ink, reading "Graham Deese". The signature is written in a cursive, flowing style.

Graham Deese
ForecastEx Chief Regulatory Officer

Encl. (Appendix A)

cc: Robert Prior, ForecastEx Chief Executive Officer

Attachments:

Appendix A - Contract Terms and Conditions

Appendix B (Confidential) – Explanation and Analysis of the Product

Appendix C (Confidential) – Certification that Contracts are not Readily Susceptible to Manipulation

Appendix A – Contract Terms and Conditions

Definitive Statistical Success Contract Terms and Conditions

Event Question: [Varies]

Product Code: [Varies]

Instructions: The outcomes of the events underlying this contract are based on publicly available information, which ForecastEx typically obtains immediately following the conclusion of the relevant event. The scheduled dates and times for these events are also publicly disclosed in advance through official calendars or event listings. This contract is subject to early Resolution.

Underlying: The Definitive Statistical Success Forecast Contract resolves based on the outcome of a specified event or series of events. The Underlying is the officially recognized result of an event, such as the first person to score in an event or total points earned by an individual in an event. This information is disseminated through public sources and is equally accessible to all market participants at the time of Resolution.

Source Agency: ForecastEx

Minimum Tick: The Minimum Tick size for the referred Contract shall be \$0.01.

Listing Cycle: ForecastEx will list Contract expirations at its discretion.

Thresholds: For each Contract expiration, thresholds will be listed at ForecastEx's discretion.

Position Accountability: The position accountability level is 250,000 Contracts in any one Forecast Market.

Last Trading Time: Same as Resolution Time.

Payout Criteria: The Settlement Value of each Contract will range from \$0.00 to \$1.00 depending on the Outcome of the Event Question. If the Outcome of the Event Question is “Yes,” holders of the “Yes” Position will be entitled to receive the Settlement Value of \$1.00 per Contract and holders of the “No” Position will receive \$0.00. If the Outcome of the Event Question is “No,” holders of the “No” Position will be entitled to receive the Settlement Value of \$1.00 per Contract and holders of the “Yes” Position will receive \$0.00. Alternative payout structures may apply in accordance with the Participant Split Rule (see Rule 2: Shared Outcomes) or the Fair Price Rule (see Rule 5: Event Cancellation). The combined Settlement Values of the “Yes” and “No” Positions will always equal \$1.00. In the following payout rules, “participants” refer to the individuals or teams specified in the event contract.

1. **Rescheduled Events:** Markets referencing a specific event will remain open if the event is delayed, paused after commencement, or rescheduled to occur earlier than originally planned. In the case of an event being rescheduled or postponed, the market will resolve when there is an official result announced by a recognized authority or two weeks following the originally scheduled date of the event, whichever is sooner. If the event is suspended after it has started, the

market will resolve when there is an official result announced by a recognized authority or two weeks following the originally scheduled date of the event, whichever is sooner. If an official result is reported despite early termination or partial completion of the event, the Contract will resolve in accordance with that reported outcome. If the applicable timeframe passes and no official result is announced, the Contract will expire in accordance with the Fair Price Rule outlined in the Event Cancellation section. If the event changes venues, it shall still be considered the same event provided that the designated home and away teams (or participants) remain unchanged. If the contract references a specific individual and that individual does not participate in the rescheduled event, the market will resolve in accordance with the terms outlined in the Player Does Not Enter section. Changes to event timing alone shall not constitute grounds for market invalidation.

2. **Shared Outcomes:** If more than one participant is officially declared to have achieved the result specified in the Event Question, the markets for those participants will resolve to the Participant Split Rule, so that “Yes” holders receive \$1 divided by the number of participants declared, rounded down to the nearest cent, and “No” holders will receive \$1 minus the “Yes” payout. In threshold-based Event Questions (e.g., over/under), “Over” shall mean strictly greater than the line and “Under” shall mean strictly less than the line; if the player’s performance equals the line exactly, the market will resolve under the Participant Split Rule, with “Yes” holders receiving \$0.50 and “No” holders receiving \$0.50.
3. **Loss of Eligibility:** If a participant is disqualified, suspended, or otherwise removed from eligibility before the commencement of the event, the market for that participant will be resolved in accordance with the terms outlined in the Player Does Not Enter section. If the player is disqualified, suspended, or otherwise removed from eligibility after the event has commenced, any statistics officially recorded prior to removal shall remain valid for settlement purposes. Disqualifications occurring after Contract expiration will have no effect on settlement. If a previously disqualified participant is reinstated, the original Contract shall remain settled, and ForecastEx may, at its discretion, create a new Contract for that participant.
4. **Participant Withdrawal:** If a participant formally forfeits, withdraws, or otherwise removes themselves from eligibility prior to the commencement of the event, the market for that participant will resolve in accordance with the rules outlined in the Player Does Not Enter section. If a participant withdraws or is removed during the event, any statistics officially recorded prior to withdrawal shall remain valid for settlement purposes. If a withdrawal or forfeiture prevents the underlying event from being completed or from producing official statistics, the Contract will expire in accordance with the Event Cancellation section.
5. **Event Cancellation:** If the event referenced in the Event Question is canceled in its entirety or is canceled after commencement, regardless of whether any official statistics are recorded by a recognized authority, the Contract will resolve to the Fair Price Rule. In such case, the Contract shall resolve so “Yes” holders receive the last traded price prior to cancellation and “No” holders receive \$1 minus the Yes payout. If a last traded price is not available, or if ForecastEx determines at its sole discretion that the most recent last traded price prior to cancellation does not represent a fair settlement, the Event Review Committee will be responsible for making a binding determination of fair allocation in accordance with ForecastEx Rule 415. Determinations of the Event Review Committee are final and not subject to review.

6. **Player Does Not Enter:** If a participant does not enter the event in any capacity, including but not limited to being inactive, scratched, withheld from participation due to injury or suspension, or otherwise failing to record any official statistic, the market for that participant will resolve to “No.” A participant shall be considered to have entered the event if they take the field, court, or playing surface in any official capacity, regardless of whether they subsequently record a statistic. For avoidance of doubt, “Did Not Play,” “Inactive,” or similar designations by the recognized authority shall result in the Contract resolving to “No.”

Incentive Coupon: Forecast Contracts earn a monthly incentive coupon payment based upon the contract’s daily settlement value. The minimum coupon rate earned on Forecast Contracts is described in Rule 612(c) of the ForecastEx Rulebook available [here](#). Some Members may pay their customers more than the minimum rate.

Resolution Time: The conclusion of the event when public information is available to resolve the contract.

Changes in Resolution Time: The Resolution Time of a Forecast Contract is dependent on the time that the Source Agency releases the Underlying data. There are circumstances in which ForecastEx will change the Resolution Time of a Contract as described below:

1. **Delay by Source Agency:** If the Source Agency delays the release of the underlying data required for Resolution, ForecastEx will delay the Resolution Time of the Contract until such data is released. In these circumstances, ForecastEx will release a public notice to its website informing Market Participants that the Resolution of the Contract has been delayed and release a second notice to its website informing Market Participants when the Contract is resolved.
2. **Change in Release Schedule:** ForecastEx sets the Resolution Time of each Contract based on either the published or anticipated release schedule of the Source Agency for the underlying data. If the Source Agency amends its release schedule or announces that it will publish the underlying data at a different time than anticipated, ForecastEx may amend the Resolution Time of the Contract to match the updated release schedule when doing so is necessary to ensure the accurate and fair resolution of the contract. In these circumstances, ForecastEx will publish a public notice to its website informing Market Participants of the revised Resolution Time.
3. **Event Review Process:** In accordance with ForecastEx Rule 415, ForecastEx may, at its sole discretion, initiate the event review process prior to Settlement which may delay the Resolution of a Contract. In these cases, ForecastEx will publish a public notice to its website informing Market Participants that the Contract’s Outcome is under review.
4. **Early Resolution:** If a Forecast Contract Resolves based on whether a specific event occurs before a defined point in time, it will be subject to early resolution. For these Contracts, if the Outcome of the contract becomes determinable prior to the scheduled Resolution Time – either because the event has occurred (resolving “Yes”) or because it can no longer occur (resolving “No”) – ForecastEx will accelerate the Resolution Time of the Contract in accordance with

ForecastEx Rule 413. Whether or not this Contract is subject to early resolution is specified in the Instructions section.

Expiration Time: Same as Resolution time.

Settlement Time: In accordance with ForecastEx Rule 603(b)(3), settlement will occur at 1:00 PM CT on the day of resolution if the Resolution Time is before 12:00 PM CT. If the Resolution Time is at or after 12:00 PM CT, settlement will occur at 1:00 PM CT the day following resolution.

Trading Restrictions: In Accordance with ForecastEx Rule 509(h), the following Persons are prohibited from entering Bids or executing Pairs in Definitive Statistical Success Forecast Contracts:

- Any athlete, coach, referee, or official participating in the event, or any individual with the authority or position to influence the outcome of the event.
- Individuals with ownership interests in participating teams or the governing league, as well as others in positions of control or influence over event participants or outcomes.
- Any other person with material non-public information about an event that is the subject of a Definitive Statistical Success contract.
- Immediate family members of the above.