

September 30, 2025

**VIA CFTC PORTAL (Part 40 Submission)**

Division of Market Oversight (Product Review)

Commodity Futures Trading Commission

Three Lafayette Centre

1155 21st Street, NW

Washington, DC 20581

**Re: QCX LLC — Product Self-Certification under 17 C.F.R. § 40.2 for Athletic Event Contracts**

Commission Staff:

Pursuant to 17 C.F.R. § 40.2, QCX LLC (the “**Exchange**”), a designated contract market, hereby self-certifies the listing of the products identified below (each, a “**Product**”). The Exchange intends to list the Product(s) no earlier than October 2, 2025, which is no earlier than the Commission’s business day following this submission.

**Required Submission Materials (enclosed)**

Consistent with § 40.2(a), the Exchange submits: (i) the text of the Products’ rules/terms & conditions as attachment A; and (ii) a concise explanation and analysis demonstrating that the Products comply with the Commodity Exchange Act (“CEA”) as confidential attachment B, applicable DCM Core Principles, and Commission regulations and policies thereunder. The concise explanation and analysis either includes, or cites to, the supporting data and documentation relied upon.

**Certification**

Polymarket US hereby certifies to the CFTC, that the attached submission complies with the CEA, as amended, and the regulations promulgated thereunder. Further, Polymarket US is not aware of any substantive opposing views expressed regarding the Products.

Polymarket US additionally certifies that, simultaneously with this filing, a copy of this submission was published on Polymarket US’s website, and is accessible at: [www.qcex.com](http://www.qcex.com)

**Confidential Treatment**

The Exchange respectfully requests confidential treatment for the materials identified in the separately attached confidential treatment request (the “Confidential Materials”). This request is made pursuant to 17 C.F.R. § 145.9 and should be construed to cover the Confidential Materials in their entirety. If the Commission receives a FOIA request for the Confidential Materials, please notify the undersigned so the Exchange may provide the detailed written justification contemplated by the Commission’s FOIA rules. The Exchange understands that the request itself may be treated as a public document under § 145.9(d)(6).

Should you have any questions, please feel free to contact me at [matt.childers@qcex.com](mailto:matt.childers@qcex.com).

Respectfully submitted,

QCX LLC

By: 

Name: Matthew Childers

Title: Chief Compliance Officer

## **Attachment A**

### **9.101**

#### **A. General**

- These Contract Rules govern the trading of ATHLETIC EVENT CONTRACTS (“AEC” or “Contract”) on the Exchange and the clearing of AEC Contracts through the Clearinghouse.
- Capitalized terms used, but not defined herein, have the meanings ascribed to them in the Rules.

#### **B. Underlying**

- The Underlying for each AEC is the official result of an athletic association event (“Outcome”).
- Cash-settled AEC are available for any athletic association matchup listed by the Exchange (collectively, the “Contracts”).
- Polymarket US has a license with SportsdataIO to receive official event data, but may also use data from other reputable news outlets, subject to Polymarket US's sole discretion. The data from the chosen source is the sole determinant of the Outcome.
- Notwithstanding the above, the Exchange may determine the Outcome in its sole and absolute discretion, using any publicly available data from recognized distributors of sports data that Polymarket US determines to be appropriate.

#### **C. Contract Size**

- Each AEC has a notional size of one dollar (\$1.00).

#### **D. Settlement**

- Each open position in an AEC is for a specific Outcome (e.g., Team A to win) such that:
  - If the specified Outcome occurs (e.g., Team A wins), then each long AEC position shall receive one dollar (\$1.00) and each short position shall receive zero dollars (\$0.00).

- If the Outcome does not occur (e.g., Team A loses, is eliminated, et al), then each long AEC position shall receive zero dollars (\$0.00) and each short position shall receive one dollar (\$1.00).
- If the Outcome is a tie (e.g., Team A is tied with one or more teams after tie breaking rules have been applied), then each long and short AEC position shall receive fifty cents (\$0.50).
- Each AEC will be settled and payouts made as soon as practicable after the Contract's Outcome has been determined or two weeks after the scheduled date of the event ("Settlement Date"), subject to any modification of the Settlement Date as provided in Section K of this Rule.

#### **E. Listing and Trading Hours**

- Contracts may be listed on the Polymarket US website at any time after the official athletic event schedule is made public. The contracts are defined with specific parameters for {association}, {team 1}, {team 2}, as defined below:
  - **{association}**
  - **{team 1}**
  - **{team 2}**

Once listed, the contract order book is made available so that bids and offers in the market are open to all Participants. Orders must include the Participant identity, the intention to buy or sell, the limit price, the quantity of contracts and the contract ID.

- AEC Contracts become tradable immediately upon receipt in the Exchange trading system of a firm Order and remain tradable until the determination of a Contract's Outcome.
- Each AEC will expire two weeks at the date ("Settlement Date") determined by the respective scheduled date of the event, subject to any modification of the Settlement Date as provided in Section K of this Rule. Abbreviated holiday trading schedules may apply and will be posted on the Exchange website.

#### **F. Price Limits and Minimum Increment**

- There shall be no Orders for transactions in AEC at a price less than one tenth of one cent (\$0.001) or more than ninety-nine and nine tenths of a cent (\$0.999).
- The minimum AEC price increment is one cent.

#### **G. Minimum Contract Quantity**

- As per Rule 4.5(b), Standing Limit Orders may be subject to minimum contract quantity requirements, as established from Polymarket US from time to time.

#### **H. Position Accountability and Position Limits**

- The position accountability level shall be 10,000 net short or net long.
- No position limits apply. AEC are not considered economically equivalent swaps under 17 C.F.R. §150.1

#### **I. Original Margin**

- Original Margin shall be 100% of the at-risk amount for both Purchasers and Sellers of tradable Contracts under the AEC.
- For the avoidance of doubt, Purchasers of AEC shall post the trade price as Original Margin; Sellers of AEC shall post one dollar minus the trade price as Original Margin. Pursuant to Rule 5.1(a), Participants are required to have sufficient funds on deposit with the Clearinghouse such that any executed Orders will be accepted by the Clearinghouse.
- Given that Original Margin covers 100% of all at-risk amounts, no Variation Margin is collected and there are no daily settlement price calculations.

#### **J. Fungibility**

- Contracts with economically equivalent terms are fully fungible and subject to offset at the discretion of the Clearinghouse subject to chapter 5.

#### **K. Additional Settlement Conditions**

The following rules shall govern the settlement of Contracts in the event of postponement, cancellation, or other irregularities not covered in Section D.

- **All Settlements are Final:** Once an Outcome has been determined by the Exchange in its sole and absolute discretion, any changes to the official

result that occur after such settlement shall not be considered, and the initial settlement payments shall be final.

- **Postponement, Delay, or Suspension:** If the event underlying the Contract is postponed, delayed, or suspended, the Contract's Settlement Date will be the later of the originally scheduled date or the rescheduled date. If no Outcome is determined within two-weeks of the Settlement Date, the Exchange may, in its sole and absolute discretion, resolve the market based on the information available at any time after the Settlement Date.
- **Rescheduled Earlier Date:** Should an event be rescheduled to a date earlier than originally listed, the Contract's Settlement Date will be the rescheduled date.
- **Cancellation:** If an event is canceled prior to any Outcome determination, the Exchange, in its sole and absolute discretion, resolve any remaining open positions in a manner that it deems fair and appropriate, which may include a final settlement based on last-traded prices, \$0.50 per contract, or other fair and equitable valuation. All such determinations by the Exchange shall be final and binding.
- **Forfeiture or Withdrawal:** Should a team forfeit, withdraw, or otherwise be removed from an event prior to the event's conclusion, the Outcome for that team shall be settled as a loss.
- **Truncated Events:** If an event is concluded early, shortened, or otherwise truncated, but an official result is nonetheless declared by the designated resolution source, the Outcome shall be the declared official result.

**Disqualification or Elimination:** If a team is disqualified or eliminated from contention before the Settlement Date for all related Contracts then the Outcome will be a loss for that team.