INVESTOR RIGHTS AGREEMENT

Investor Rights Agreement (this "**Agreement**") dated February 10, 2023 between Xtract One Technologies Inc. ("**Xtract One**") and MSG Sports Ventures, LLC ("**MSG**").

WHEREAS Xtract One and MSG have entered into this Agreement in order to provide MSG with certain rights in connection with the subscription by MSG of an aggregate of 31,925,595 units ("**Units**") of Xtract One at a price of $0.42 per Unit, each Unit being comprised of one (1) common share in the capital of Xtract One (each a "**Common Share**") and one Common Share purchase warrant (each a "**Warrant**"), by way of a private placement pursuant to the terms of a first tranche initial subscription agreement (the "**First Tranche Subscription Agreement**") and a second tranche subscription agreement (the "**Second Tranche Subscripton Agreement**") between Xtract One and MSG dated February 10, 2023 (collectively, the "**Subscription Agreements**").

WHEREAS upon the issuance of the Units to MSG pursuant to the First Tranche Subscription Agreement (the "**First Closing Date**"), MSG will own approximately 10.92% of the then issued and outstanding Common Shares.

AND WHEREAS upon the issuance of the Units to MSG pursuant to the Second Tranche Subscription Agreement, MSG will own approximately 16.36% of the then issued and outstanding Common Shares.

THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agree as follows:

Article 1
BOARD OBSERVER RIGHTS

1.1 Board Observer Rights.

(a) From and after the First Closing Date, and for so long as MSG and its affiliates (as such term is described in the Securities Act (Ontario)) ("**affiliates**") hold, directly or indirectly, no less than five percent (5.0%) of the issued and outstanding Common Shares, MSG shall have the option and right to designate one (1) individual to act as an observer (the "**Observer**") to attend all meetings of the board of directors of Xtract One (the "**Board**") (including telephonic or videoconferencing meetings) in a non-voting, observer capacity. The Observer may participate fully in discussions of all matters brought to the Board for consideration, but in no event shall the Observer (i) be deemed to be a member of the Board; (ii) except for (and without limitation of) the obligations expressly set forth in this Agreement, have or be deemed to have, or otherwise be subject to, any duties, fiduciary or otherwise, to Xtract One or its shareholders or any duties, fiduciary or otherwise, otherwise applicable to the directors of Xtract One; (iii) have the right to propose or offer any motions or resolutions to the Board; (iv) have any power to cause Xtract One to take, or not to take, any action; or (v) have any right or possess any authority to bind Xtract One or any of its subsidiaries in any way whatsoever. The presence of the Observer shall not be taken into account or required for purposes of establishing a quorum. As a non-voting observer, and except as set forth herein, the Observer will also be provided, concurrently with delivery to the directors of Xtract One and in the same manner delivery is made to them, copies of all notices, agenda, minutes, consents, and all other materials or information, financial or otherwise, that are provided to the directors, including with respect to any Board meeting or any written consent in lieu of a Board meeting. For the avoidance of doubt, although MSG may have the right to designate an Observer, it shall not be required to do so.

(b) Notwithstanding anything in this Agreement to the contrary, the Board may exclude the Observer from all or any portion of any meeting or discussion, and can withhold or redact materials otherwise distributed to the members of the Board, solely to the extent that (i) the Board reasonably determines based on the advice of counsel that such action is reasonably necessary to prevent the loss of attorney-client privilege, work product or similar privilege; provided that, in such case, (x) any such exclusion shall only apply to such portion of such meeting or material which would be required to preserve such privilege and not to any other portion thereof; and (y) the Observer shall be informed of the general subject matter of the materials or meetings (or portion thereof) from which the Observer is excluded to the extent it would not result in the loss of such privilege, or (ii) the Board reasonably determines in good faith that the information being discussed at all or a portion of such meetings or included in such materials, (A) would give rise to a conflict of interest or otherwise relates to any actual or potential transactions between or involving Xtract One or its affiliates, on the one hand, and MSG or an affiliate of MSG, on the other hand, (B) would result in a breach of Xtract One's confidentiality obligations to any third party (taking into account the confidentiality obligations of the Observer as provided in Section 1.1(d)) or (C) would result in a violation of applicable laws; provided that, in any such case, (x) any such exclusion shall only apply to such portion of such meeting or material which would be required to avoid such conflict, breach of confidentiality or violation of applicable laws, and not to any other portion thereof; and (y) the Observer shall be informed of the general subject matter of the materials or meetings (or portion thereof) from which the Observer is excluded to the extent it would not result in a potential breach of such confidentiality obligations to any third party or result in a violation of applicable laws.

(c) MSG shall be entitled to designate an individual to replace the Observer at any time.

(d) Prior to attending any meeting of the Board, or the receipt of materials distributed to the members of the Board, MSG and the Observer shall execute a confidentiality agreement among Xtract One, MSG and the Observer in form and substance satisfactory to Xtract One and MSG, acting reasonably, which, for the avoidance of doubt, will allow the Observer to disclose information provided to the Observer to MSG and its representatives, subject to the terms and conditions of such confidentiality agreement. MSG agrees that all information provided to the Observer in accordance with the terms of this Agreement and subject to the terms and conditions of such confidentiality agreement, is given in confidence and MSG acknowledges that any trading in securities while in possession of material non-public information or communicating such information to any other person who trades in such securities could subject MSG to liability under applicable securities laws and the rules and regulations promulgated thereunder.

(e) The Observer shall not be entitled to any compensation from Xtract One for service as a Board observer; however, Xtract One shall reimburse the Observer for all reasonable out-of-pocket travel expenses incurred (consistent with Xtract One's travel policy) in connection with attending meetings of the Board.

(f) The parties agree that neither Xtract One nor any member of the Board shall be entitled to rely on any statements or views expressed by the Observer in any Board meeting.

Article 2
QUALIFICATION RIGHTS

For so long as MSG and its affiliates hold any Registrable Securities, MSG and its affiliates shall have the resale qualification rights set forth in this Article 2. "**Registrable Securities**" means (a) the Common Shares acquired by MSG pursuant to any of the Subscription Agreements, (b) any Common Shares acquired by MSG or its affiliates pursuant to the exercise of Warrants acquired by MSG pursuant to any of the Subscription Agreements, and (c) any Common Shares issued or issuable in respect to the Common Shares described in clauses (a) and (b) above by way of a stock dividend or stock split or in exchange for or upon conversion of such Common Shares or otherwise in connection with a combination of shares, distribution, recapitalization, merger, consolidation, other reorganization or other similar event with respect to the Common Shares (it being understood that, for purposes of this Agreement, MSG or its affiliates shall be deemed to be a holder of Registrable Securities whenever MSG or its affiliates has the right to then acquire or obtain from Xtract One any Registrable Securities, whether or not such acquisition has actually been effected). As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (i) such securities have been disposed of pursuant to a Shelf Prospectus (as defined below) or a Registration Statement (as defined below), (ii) such securities are sold under circumstances in which all of the applicable conditions of Rule 144 ("**Rule 144**") under U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**") are met or such securities are sold pursuant to Regulation S under the U.S. Securities Act, (iii) such securities become eligible for sale pursuant to Rule 144 without volume or manner-of-sale restrictions and MSG (together with its "affiliates" determined under such Rule 144) hold less than two percent (2.0%) of the outstanding Common Shares or (iv) such securities have ceased to be outstanding.

2.1 Canadian Shelf Prospectus.

Upon request by MSG, Xtract One shall use commercially reasonable efforts to continually maintain available and effective for the resale of Registrable Securities to the public as freely tradable securities by MSG and its affiliates under this Article 2 a Short-Form Base Shelf Prospectus filed with the Canadian Securities Administrators (the "**Shelf Prospectus**"). The Shelf Prospectus shall name MSG and its affiliates as secondary sellers thereunder. At any time Xtract One has an effective Shelf Prospectus in place, any distribution of Registrable Securities of MSG or its affiliates in Canada pursuant to a Demand Registration (as defined below) under Section 2.2 shall be effected by way of a prospectus supplement to the Shelf Prospectus, provided that there is a sufficient dollar value available under the Shelf Prospectus to complete such distribution; failing which the distribution in Canada shall be completed by way of a short form prospectus or, if Xtract One is no longer eligible to distribute securities by way of a short form prospectus, the distribution in Canada shall be completed by way of a long form prospectus.

2.2 Canadian Demand Registration.

(a) If Xtract One receives a written request from MSG that Xtract One file a prospectus (or a prospectus supplement that shall be deemed part of the Shelf Prospectus) under Canadian securities laws qualifying for distribution in Canada all or any portion of the Registrable Securities, Xtract One will, subject to an Underwriter's Cutback (as defined below), as soon as reasonably practicable and in any event within forty-five (45) days following the date of receipt of the written request referred to above, prepare and file with the Canadian Securities Administrators a prospectus (or prospectus supplement) to qualify and facilitate the distribution of all of the Registrable Securities specified in its request (a "**Canadian Demand Registration**").

(b) Xtract One shall include in a prospectus or prospectus supplement that shall be deemed part of the Shelf Prospectus, all Registrable Securities with respect to which Xtract One has received a Canadian Demand Registration for inclusion therein pursuant to a notice to be provided by MSG at least five (5) business days prior to the date of filing; provided, however, that to be named as a selling securityholder in the prospectus or prospectus supplement relating to the Shelf Prospectus, MSG must furnish to Xtract One in writing such information as may be reasonably requested by Xtract One, or as is otherwise required by applicable securities laws, for the purpose of including MSG's (or such selling affiliate's) Registrable Securities in the prospectus or prospectus supplement relating to the Shelf Prospectus (the "**Canadian Selling Holder Information**"). Xtract One shall include in the prospectus or prospectus supplement relating to the Shelf Prospectus the Canadian Selling Holder Information received, to the extent necessary and in a manner so that, upon the filing of such prospectus or prospectus supplement relating to the Shelf Prospectus or promptly thereafter, any such selling holder shall be named, to the extent required by applicable securities laws, as a selling securityholder and be permitted to deliver (or be deemed to deliver) a prospectus or prospectus supplement relating to the Shelf Prospectus prepared in accordance with applicable securities laws.

2.3 U.S. Demand Registration.

To the extent Xtract One becomes subject to Section 13(a) or Section 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), following the date upon which the registration statement pursuant to either the U.S. Securities Act or the Exchange Act that results in such reporting obligation pursuant to the Exchange Act is declared effective by the U.S. Securities and Exchange Commission (the "**SEC**") or otherwise becomes effective in accordance with the U.S. Securities Act or Exchange Act, as applicable (such effective date of the Exchange Act reporting obligation, the "**U.S. Reporting Issuer Date**"), if Xtract One receives a written request from MSG (a “**U.S. Demand Registration**” and, each of a Canadian Demand Registration and a U.S. Demand Registration, a “**Demand Registration**”) requesting registration under the U.S. Securities Act, of all or any portion of the Registrable Securities pursuant to a registration statement on Form S-1, Form F-1, Form S-3, Form F-3 or Form F-10, as applicable, or any successor forms thereto (each, a "**Registration Statement**"), Xtract One shall prepare and file with the SEC a Registration Statement covering all of the Registrable Securities that MSG has requested to be included in such Registration Statement, subject to any Underwriter's Cutback, as soon as reasonably practicable and in any event within forty-five (45) days following the date of receipt of the written request referred to above.

2.4 Canadian Piggy-Back Registration.

If Xtract One proposes to file a preliminary prospectus or prospectus supplement under any Canadian securities laws in connection with the distribution by way of a public offering of Common Shares (including a secondary offering of Common Shares held by shareholders other than MSG or its affiliates), Xtract One will, at all such times, give MSG at least ten (10) business days' written notice of such filing. Upon the written request of MSG, given within five (5) business days after receipt of such notice by MSG, Xtract One will, subject to an Underwriter's Cutback, use its commercially reasonable efforts to cause all of Registrable Securities that MSG has requested to be included in the prospectus or prospectus supplement filing to be included in and sold pursuant to the prospectus or prospectus supplement (provided, however, that if such proposed distribution is to be effected on a bought deal basis pursuant to which an underwriter or a group of underwriters have committed to purchase securities of Xtract One pursuant to a “bought deal” letter prior to the filing of a prospectus or prospectus supplement (a “**Canadian Bought Deal**”), or another public offering which is not expected to include a road show, the notice periods set forth in this Section 2.34 shall not be applicable and Xtract One shall give MSG such notice as is practicable under the circumstances (but not less than four (4) business days), given the speed and urgency with which Bought Deals or such other public offerings are currently carried out in common market practice, of its right to participate thereunder and MSG shall have two (2) business days from the receipt of such notice to notify Xtract One that it will participate in the Canadian Bought Deal or such other public offering, failing which Xtract One shall be free to pursue the Canadian Bought Deal or such other public offering without the participation of MSG and its affiliates) (a “**Canadian Piggy-Back Registration**”).

2.5 U.S. Piggy-Back Registration.

If Xtract One proposes to file a Registration Statement in connection with the distribution by way of a public offering of Common Shares (including a secondary offering of Common Shares held by shareholders other than MSG or its affiliates) (other than a registration (a) filed pursuant to a registration statement in connection with any employee share option or other benefit plan, (b) on Form S-4 or F-4 (or any other similar form that relates to a transaction subject to Rule 145 under the U.S. Securities Act or any successor rule thereto), (c) for an exchange offer or offering of securities solely to Xtract One’s existing securityholders, (d) in which the offering solely consists of debt that is convertible into equity securities of Xtract One or (e) for a dividend reinvestment plan), Xtract One will, at all such times, give MSG at least ten (10) business days' written notice of such filing. Upon the written request of MSG, given within five (5) business days after receipt of such notice by MSG, Xtract One will, subject to an Underwriter's Cutback, use its commercially reasonable efforts to cause all of the Registrable Securities that MSG has requested to be included in the Registration Statement to be included in and sold pursuant to the Registration Statement (provided, however, that if such proposed distribution is to be effected on a bought deal basis pursuant to which an underwriter or a group of underwriters have committed to purchase securities of Xtract One pursuant to a “bought deal” letter prior to the filing of a prospectus, prospectus supplement or Registration Statement (a “**U.S. Bought Deal**”), or another public offering which is not expected to include a road show, the notice periods set forth in this Section 2.3 shall not be applicable and Xtract One shall give MSG such notice as is practicable under the circumstances (but not less than four (4) business days), given the speed and urgency with which U.S. Bought Deals or such other public offerings are currently carried out in common market practice, of its right to participate thereunder and MSG shall have two (2) business days from the receipt of such notice to notify Xtract One that it will participate in the U.S. Bought Deal or such other public offering, failing which Xtract One shall be free to pursue the U.S. Bought Deal or such other public offering without the participation of MSG and its affiliates) (a "**U.S. Piggy-Back Registration**" each of a Canadian Piggy-Back Registration and a U.S. Piggy-Back Registration, a "**Piggy-Back Registration**").

2.6 Exceptions to Demand Registration.

(a) MSG shall not initiate a request for a Demand Registration within sixty (60) days of the date on which either (i) a final receipt or an equivalent document is issued in respect of a prospectus (other than a Shelf Prospectus) by or on behalf of the applicable Canadian securities authorities in respect of a prospectus qualifying a distribution of Common Shares by Xtract One, (ii) a prospectus supplement qualifying a distribution of Common Shares by Xtract One is filed in respect of a Shelf Prospectus, or (iii) a Registration Statement qualifying a distribution of Common Shares by Xtract One becomes effective, provided that MSG was provided with the opportunity to participate in a Piggy-Back Registration in accordance with this Agreement in connection with such offering without an Underwriter's Cutback in excess of thirty percent (30%) of the number of Registrable Securities in the Demand Registration.

(b) In the event that the Board reasonably determines in its good faith judgment that either (i) the effect of the filing of a prospectus, Shelf Prospectus, prospectus supplement (that shall be deemed part of the Shelf Prospectus) or Registration Statement would reasonably be expected to adversely affect the ability of Xtract One to consummate a pending or proposed material financing, acquisition, corporate reorganization, merger or other material transaction involving Xtract One or negotiations, discussions or pending proposals with respect thereto; or (ii) there exists at the time material non-public information relating to Xtract One the disclosure of which the Board believes in good faith would be detrimental to Xtract One (a "**Valid Business Reason**"), in either case Xtract One's obligations with respect to a Demand Registration will be deferred for a period of not more than ninety (90) days from the date of receipt of the request for a Demand Registration; provided that such right of deferral may not be exercised more than once in any calendar year. Xtract One shall give written notice of its determination to postpone filing and, subject to compliance by Xtract One with applicable securities laws, of the facts giving rise to the Valid Business Reason.

(c) Xtract One shall not be required to effect more than three (3) Demand Registrations in any twelve (12)-month period, or to effect a Demand Registration within ninety (90) days following the closing of any other Demand Registration; provided, however, that (i) a Demand Registration shall not be counted for such purposes unless a prospectus, prospectus supplement or Registration Statement, as applicable, has become effective and all of the Registrable Securities requested by MSG to be included in such Demand Registration have been sold and (ii) a request for a concurrent filing of a Registration Statement and a prospectus or prospectus supplement under Canadian securities laws will be considered a single Demand Registration.

(d) Xtract One shall not be required to effect a Demand Registration unless the aggregate value of the securities to be qualified exceeds the greater of (i) three million U.S. dollars (US$3,000,000) and (ii) 30% of value of all the Registrable Securities; provided, however, that if the value of all the Registrable Securities is less than three million U.S. dollars (US$3,000,000), MSG may request, and Xtract One shall be required to effect, a Demand Registration with respect to all (and not less than all) of the Registrable Securities.

(e) Xtract One shall not be required to effect a Demand Registration through the filing of a Registration Statement at any time prior to sixty (60) days following the U.S. Reporting Issuer Date.

(f) For greater certainty, in the case of a Demand Registration, Xtract One shall also be entitled to qualify for distribution under such prospectus, prospectus supplement or Registration Statement additional Common Shares to be sold by Xtract One, subject to an Underwriter's Cutback in accordance with Section 2.11.

2.7 Expenses.

(a) Xtract One shall bear all expenses incurred in connection with a Demand Registration under this Agreement, including the cost of printing and filing fees, accounting and (subject to Section 2.7(d) below) legal counsel fees.

(b) Xtract One or the person initially proposing to make the distribution giving rise to the Piggy-Back Registration shall bear all expenses relating to a Piggy-Back Registration under this Agreement, including the cost of printing and filing fees, accounting and legal counsel fees.

(c) Any underwriting discounts or commissions relating to a Demand Registration or Piggy-Back Registration shall be borne by the persons distributing securities thereunder pro rata in respect of the securities being distributed by them.

(d) Each person shall bear the cost of its own legal counsel and accounting and financial advisors in respect of any Demand Registration or Piggy-Back Registration; provided, however, that with respect to a Demand Registration, the reasonable fees and expenses, not to exceed US$50,000, of legal counsel for MSG selected by MSG shall be borne and paid by Xtract One

2.8 Underwriting in Demand Registration.

If MSG intends to distribute Registrable Securities covered by its request for a Demand Registration by means of an underwritten offering, it will so advise Xtract One as part of its request for such Demand Registration. MSG (together with Xtract One as required under this Agreement) will enter into an underwriting agreement in form and substance acceptable to Xtract One (acting reasonably) with the underwriter or underwriters selected for such underwriting by MSG in consultation with Xtract One, it being acknowledged that the underwriter or underwriters so selected and approved must be of nationally recognized standing in Canada or the United States.

2.9 Underwriting in Piggy-Back Registration.

In addition, in connection with any offering pursuant to a Piggy-Back Registration involving an underwritten offering of Common Shares being issued by Xtract One, Xtract One will include in such underwritten offering any Registrable Securities that MSG wishes to include, but only if MSG accepts the terms of the underwriting agreed to by Xtract One. Xtract One will use commercially reasonable efforts to ensure such underwriting agreement contains terms which are customarily required of sellers under a secondary offering and will consult with MSG in the negotiation of any such terms with the underwriters. To the extent MSG participates in such underwritten Piggy-Back Registration offering, MSG shall be party to the underwriting agreement relating to such offering.

2.10 Limitations on Representations and Warranties and on Liability.

MSG shall, in connection with any underwriting agreement entered into pursuant to Section 2.8 or Section 2.9, make such representations and warranties and provide such indemnity as is customarily required of a selling shareholder in a secondary offering. Notwithstanding anything to the contrary contained herein, if MSG and the underwriters are unable to agree to the terms of an underwriting agreement such that MSG's Registrable Securities are not included in an underwritten offering contemplated by Section 2.8 or Section 2.9, Xtract One shall not be in breach of its obligations under this Article 2.

2.11 Underwriter’s Cutback.

If the underwriter for the offering in connection with:

(a) a Demand Registration advises MSG in writing that in its reasonable and good faith opinion the number of Common Shares proposed to be included exceeds the number of Common Shares which can be sold in such offering and/or that the number of Common Shares proposed to be included in any such offering would adversely affect the price per share of the Common Shares to be sold in such offering, then MSG will so advise Xtract One, and Xtract One will so advise any Participating Securityholder (as such term is defined below) who requested to include securities in such offering, and Xtract One shall be required to include in the offering (i) first, the Registrable Securities to be sold by MSG or its affiliates;

(ii) second, all Common Shares that Xtract One proposes to sell, if any; and (iii) lastly, all Common Shares that any other securityholder of Xtract One having piggy-back registration rights in respect of securities of Xtract One (each, a "**Participating Securityholder**") proposes to sell, if any, on a *pro rata* basis according to the *bona fide* number of securities requested for inclusion by each, or on such other basis as may be agreed to among such securityholders and Xtract One; and

(b) a Piggy-Back Registration advises Xtract One in writing that in its reasonable and good faith opinion the number of Common Shares proposed to be included exceeds the number of Common Shares which can be sold in such offering and/or that the number of Common Shares proposed to be included in any such offering would adversely affect the price per share of the Common Shares to be sold in such offering, Xtract One shall be required to include in such offering (i) first, the Common Shares to be issued and/or sold by the person initially proposing to make such distribution; (ii) second, the Registrable Securities that MSG or its affiliates proposes to sell; (iii) third all Common Shares that any Participating Securityholder, to the extent that such Participating Securityholder is not the person initially proposing to make such distribution, proposes to sell, on a *pro rata* basis according to the *bona fide* number of securities requested for inclusion by each, or on such other basis as may be agreed to among such securityholders and Xtract One; and (iv) lastly, the Common Shares that Xtract One, to the extent that Xtract One is not the person initially proposing to make such distribution, proposes to sell,

(the right of the underwriters to exclude Common Shares in an underwritten offering pursuant to this Section 2.11 shall be referred to as the "**Underwriter's Cutback**").

2.12 Holdback Agreements.

(a) In connection with a Demand Registration by MSG, MSG agrees, if so requested by the lead underwriter in a written notice pursuant to this Section 2.12(a), not to effect (except as part of such underwritten offering in accordance with the provisions of this Agreement or pursuant to a transaction consented to by the lead underwriter so long as any purchaser in such exempt transaction agrees in writing to be bound by any such holdback) any sale, distribution, short sale, loan, grant of options for the purchase of, or other disposition of, any Common Shares for such period as such lead underwriter reasonably requests, such period in no event to end more than ninety (90) days after the effective date of such offering. In addition, MSG agrees to execute and deliver to any lead underwriter (or, in the case of any offering that is not underwritten, an investment banker or agent registered under applicable securities laws) in connection with such Demand Registration any lock-up letter requested by such lead underwriter or investment banker or agent of MSG and in form and substance reasonably satisfactory to MSG. MSG further agrees that Xtract One may or may instruct its transfer agent, if applicable, to place stop transfer notations in its records to enforce the provisions of this Section 2.12(a). The foregoing provisions of this Section 2.12(a) shall be applicable to MSG only if all executive officers and directors of Xtract One are subject to the same restrictions and Xtract One uses commercially reasonable efforts to obtain a similar agreement from all shareholders individually owning more than 5.0% of the outstanding Common Shares.

(b) After receipt of notice of a request for a Demand Registration pursuant to this Agreement, Xtract One shall not initiate, without the consent of MSG, such consent not to be unreasonably withheld, a registration of any of its securities for its own account until ninety (90) days after such Demand Registration has become effective or such Demand Registration has been terminated.

2.13 Obligations of Xtract One on a Demand Registration.

If Xtract One is required under this Agreement to effect a Demand Registration, Xtract One will:

(a) permit MSG to have a reasonable opportunity to participate in the preparation of the Shelf Prospectus and a preliminary prospectus or prospectus supplement, a final prospectus or prospectus supplement or Registration Statement, as applicable, and give to MSG, the underwriters, if any, and their respective counsel and accountants, advance draft copies of each such documents in as timely a manner as is practicable prior to the filing thereof with the applicable securities authorities, and any amendments and supplements thereto, promptly as they become available, and subject to the signing of confidentiality agreements in form and substance acceptable to Xtract One (acting reasonably), give each of them such access to its books and records and such opportunities to discuss the business of Xtract One with its officers and the independent public accountants who have certified its financial statements as shall be necessary, in the opinion of MSG and such underwriters' respective counsel, to conduct a reasonable investigation within the meaning of the applicable securities laws;

(b) ensure that the Shelf Prospectus, other prospectus or Registration Statement, as applicable, and any amendments and supplements thereto relating to the distribution of Registrable Securities of MSG and its affiliates contain the disclosure required by, and conform in all material respects to the requirements of, the applicable securities laws, subject to MSG's compliance with Section 2.2(b);

(c) prepare and file with the securities regulatory authorities in the applicable jurisdictions any amendments and supplements to the Shelf Prospectus, preliminary prospectus, preliminary prospectus supplement, final prospectus, final prospectus supplement and/or Registration Statement, as applicable, that may be necessary to comply with applicable securities laws with respect to the distribution of all securities qualified by such prospectus or Registration Statement, subject to MSG's compliance with Section 2.2(b);

(d) furnish, at the request of MSG, on the date that the applicable securities are delivered to the underwriters for sale in connection with an offering pursuant to this Agreement, if such securities are being sold through underwriters, an opinion or opinions, dated such date, of counsel representing Xtract One for the purposes of such offering, in form and substance as is customarily given by an issuer's counsel to the underwriters in an underwritten public offering, addressed to the underwriters and, in the case of an opinion from Canadian legal counsel, MSG;

(e) obtain a "cold comfort" letter from the Company's independent auditor, if securities are being sold through underwriters, for the benefit of such underwriters, in customary form and covering such matters of the type customarily covered by "cold comfort" letters as such underwriters may reasonably request;

(f) prior to any public offering pursuant to a Registration Statement, use its reasonable best efforts to register or qualify the Common Shares covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as MSG (in light of its intended plan of distribution) may request; provided, however, that Xtract One shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

(g) keep MSG reasonably advised of the status of such Demand Registration; and

(h) otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by MSG, in connection with such Demand Registration.

2.14 Furnish Information.

The obligation of Xtract One to take any action pursuant to this Agreement in respect of Registrable Securities is conditional upon MSG furnishing to Xtract One such information regarding itself, the Registrable Securities and the intended method of disposition of the Registrable Securities, as is reasonably required to effect the qualification or registration of the Registrable Securities.

2.15 No Obligation to Complete Offering.

Xtract One is under no obligation to complete any offering of securities it proposes to make in connection with a Piggy-Back Registration and will incur no liability to MSG for its failure to do so (unless as a result of a breach of this Agreement).

2.16 Additional Jurisdictions.

Xtract One agrees to provide to MSG qualification rights that are substantially similar to those set forth in this Article 2 in relation to other jurisdictions in the event that Xtract One becomes a reporting issuer (or equivalent concept) or becomes listed on a stock exchange in any such other jurisdiction.

Article 3
COVENANTS OF XTRACT ONE

3.1 Stock Exchange Listing.

Xtract One shall:

(a) maintain Xtract One's status as a "reporting issuer" not in default under applicable securities laws in all provinces and territories of Canada, except Quebec; provided that should Xtract One become in default under such applicable securities laws, it shall use best efforts to cure such default as expeditiously as possible; and

(b) maintain the listing of the Common Shares on the Toronto Stock Exchange or any other recognized stock exchange in North America with similar listing requirements;

provided that the foregoing is subject to the obligations of the directors of Xtract One to comply with their fiduciary duties and the foregoing shall not prevent Xtract One from completing any transaction which would result in it ceasing to be a reporting issuer or the Common Shares ceasing to be listed or quoted on a stock exchange so long as the holders of Common Shares receive, in connection therewith, securities of an entity which is listed on a recognized stock exchange or cash, or the holders of Common Shares have approved the transaction in accordance with the requirements of applicable corporate and securities laws.

3.2 Information Rights.

From and after the First Closing Date, and for so long as MSG and its affiliates hold, directly or indirectly, no less than five percent (5.0%) of the issued and outstanding Common Shares, subject to compliance by Xtract One with its legal and regulatory obligations, Xtract One shall, to the extent requested by MSG, (i) procure that MSG is provided with such financial or other information in relation to Xtract One (and its business) as is reasonably necessary for MSG, in its capacity as shareholder of Xtract One, to monitor its investment in and the financial performance of Xtract One and to comply with its legal, regulatory or tax obligations and (ii) cooperate with MSG in relation to its reasonable requests relating to its investment in Xtract One.

3.3 Resale of Securities.

With a view to making available to MSG the benefits of Rule 144 and any other rule or regulation of the SEC that may at any time permit MSG and its affiliates to sell securities of Xtract One without registration under the U.S. Securities Act, Xtract One shall (a) make and keep available adequate current public information, as those terms are understood and defined in Rule 144, and (b) use commercially reasonable efforts to file with the SEC in a timely manner all reports and other documents required of Xtract One under the U.S. Securities Act and the U.S. Exchange Act (at any time after Xtract One has become subject to such reporting requirements) and (c) furnish to MSG or its applicable affiliate, for so long as MSG or such affiliate owns any Registrable Securities, forthwith upon request, such information as may reasonably be requested in availing MSG or such affiliate of any rule or regulation of the SEC that permits the selling of any such securities without registration under the U.S. Securities Act.

Article 4
INDEMNIFICATION

4.1 Indemnification by Xtract One on Demand Registrations and Piggy-Back Registrations.

(a) To the extent that MSG and/or any of its affiliates includes any Registrable Securities under any prospectus or Registration Statement pursuant to this Agreement (including the Shelf Prospectus, or any preliminary prospectus, final prospectus or prospectus supplement), Xtract One will indemnify and hold harmless MSG or its affiliates on whose behalf such Registrable Securities are included therein pursuant to this Agreement (and, if applicable, who are required to sign a prospectus or Registration Statement, including the Shelf Prospectus, or any preliminary prospectus, final prospectus or prospectus supplement), each of its directors, officers, employees, agents, affiliates, any underwriter of MSG and each person who controls MSG, its affiliates or such underwriter (within the meaning of the U.S. Securities Act) against any losses, claims, damages, liabilities (joint or solidary), actions, settlements or actions (collectively, "**Losses**") to which they may become subject under applicable securities laws, insofar as such Losses arise out of or are based upon any of the following statements, omissions or violations (each, an "**Xtract One Violation**"):

(i) any untrue statement or alleged untrue statement of a material fact contained in such prospectus or Registration Statement (including the Shelf Prospectus, or any preliminary prospectus, final prospectus or prospectus supplement) or any amendments or supplements to them; or

(ii) the omission or alleged omission to state in such prospectus or Registration Statement (including the Shelf Prospectus, or any preliminary prospectus, final prospectus or prospectus supplement) a material fact required to be stated in it or necessary to make the statements in it, in light of the circumstances in which they were made, not misleading.

(b) Xtract One will reimburse MSG and its affiliates, and each of their respective directors, officers, employees, control persons (within the meaning of the U.S. Securities Act), agents and affiliates for any reasonable legal or other out-of-pocket expenses incurred in connection with investigating, preparing for or defending any such Losses.

(c) Xtract One is not liable under the indemnity contained in this Section 4.1:

(i) in respect of amounts paid in settlement of any Losses to the extent such settlement is effected without the consent of Xtract One (which consent may not be unreasonably withheld or delayed);

(ii) to the extent that it arises out of or is based upon an Xtract One Violation that occurs solely in reliance upon and in conformity with written information furnished or approved expressly for use in connection with such prospectus or Registration Statement (including the Shelf Prospectus, or any preliminary prospectus, final prospectus or prospectus supplement) by or on behalf of MSG or its affiliates; or

(iii) in the case of a sale effected directly by MSG or its affiliates of its Registrable Securities (including a sale of Registrable Securities through any underwriter retained by MSG to engage in a distribution solely on behalf of MSG), where such untrue statement or alleged untrue statement or omission or alleged omission was contained in a Shelf Prospectus, preliminary prospectus, final prospectus, prospectus supplement or Registration Statement and corrected in a final or amended prospectus, prospectus supplement or Registration Statement, and the underwriters for MSG failed to deliver a copy of such final or amended prospectus, prospectus supplement or Registration Statement at or prior to the confirmation of the sale of the securities to the person asserting any such Losses in any case in which delivery by such underwriter is required by applicable securities laws (the "**Confirmation**"), and Xtract One had previously furnished copies of such final or amended prospectus or prospectus supplement to MSG.

4.2 Indemnification by MSG on Demand Registrations and Piggy-Back Registrations.

(a) To the extent that MSG and/or any of its affiliates includes any Registrable Securities under any prospectus or Registration Statement (including the Shelf Prospectus, or any preliminary prospectus, final prospectus or prospectus supplement) pursuant to this Agreement, MSG will indemnify and hold harmless Xtract One and each of its directors, officers, employees, control persons (within the meaning of the U.S. Securities Act) and agents against any Losses to which Xtract One or any such director, officer, employee, control person or agent may become subject under applicable securities laws, insofar as such Losses arise out of or are based upon any of the following statements or omissions (each, a "**MSG Violation**"):

(i) any untrue statement or alleged untrue statement of a material fact contained in such prospectus or Registration Statement (including the Shelf Prospectus, or any preliminary prospectus, final prospectus or prospectus supplement) or any amendments or supplements to them relating to MSG or its affiliates; or

(ii) the omission or alleged omission to state in such prospectus or Registration Statement (including the Shelf Prospectus, or any preliminary prospectus, final prospectus or prospectus supplement) of a material fact relating to MSG or its affiliates required to be stated in it or necessary to make the statements in it, in light of the circumstances in which they were made, not misleading;

in each case only to the extent that such MSG Violation occurs solely in reliance upon and in conformity with written information furnished or approved by or on behalf of MSG and/or any of its affiliates expressly for use in connection with such prospectus or Registration Statement (including the Shelf Prospectus, or any preliminary prospectus, final prospectus or prospectus supplement).

(b) MSG will reimburse Xtract One and its directors, officers, employees, control persons (within the meaning of the U.S. Securities Act) and agents for any reasonable legal or other out-of-pocket expenses incurred in connection with investigating, preparing for or defending any such Losses.

(c) MSG is not liable under the indemnity contained in this Section 4.2:

(i) in respect of amounts paid in settlement of any such Losses to the extent such settlement is effected without the consent of MSG (which consent may not be unreasonably withheld or delayed);

(ii) in the case of a sale effected directly by Xtract One of its Common Shares (including a sale of such Common Shares through any underwriter retained by Xtract One to engage in a distribution solely on behalf of Xtract One), where such untrue statement or alleged untrue statement or omission or alleged omission was contained in a Shelf Prospectus, preliminary prospectus, final prospectus, prospectus supplement or Registration Statement and corrected in a final or amended prospectus, prospectus supplement or Registration Statement, and the underwriters for Xtract One failed to deliver a copy of such final or amended prospectus, prospectus supplement or Registration Statement at or prior to the Confirmation; or such untrue statement or alleged untrue statement or omission was brought to Xtract One's attention by written notice (whether by or on behalf of MSG or otherwise) prior to the Confirmation, whether or not corrected in a final or amended prospectus, prospectus supplement or Registration Statement; or

(iii) for any amount in excess of the net proceeds received by MSG and its affiliates from the sale of Registrable Securities pursuant to the applicable prospectus or Registration Statement (including the Shelf Prospectus, or any preliminary prospectus, final prospectus or prospectus supplement).

4.3 Contribution.

If any indemnification provided for in Section 4.1 or Section 4.2 is held by a court of competent jurisdiction to be unavailable to an Indemnified Party (as such term is defined in Section 4.8) with respect to any Losses referred to in this Agreement, then the Indemnifying Party (as such term is defined in Section 4.8), in lieu of indemnifying such Indemnified Party under this Agreement, will contribute to the amount paid or payable by such Indemnified Party as a result of such Losses in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and of the Indemnified Party on the other in connection with the statements or omissions that resulted in such Losses, as well as any other relevant equitable considerations. The relative fault of the Indemnifying Party and of the Indemnified Party is to be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Indemnifying Party or by the Indemnified Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; provided, however, that (a) the liability of MSG and its affiliates under this Section 4.3 shall be limited to the amount of net proceeds received by MSG and its affiliates in the offering giving rise to such liability and (b) no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the U.S. Securities Act) shall be entitled to contribution pursuant to this Section 4.3 from any person who was not guilty of such fraudulent misrepresentation.

4.4 Survival.

(a) All covenants and agreements contained herein shall survive in accordance with their terms.

(b) Rights of indemnification and contribution shall survive until all applicable limitation periods (whether by statute or otherwise) relevant to the commencing of an action which could result in a claim for indemnification or contribution under this Agreement have expired and, if applicable, thereafter until any actual or contingent indemnification obligations have been finally determined and satisfied.

4.5 Indemnification by Xtract One with Respect to Covenants and Agreements.

Xtract One shall indemnify and hold harmless MSG and its affiliates, and their respective directors and officers (collectively, the "**MSG Indemnified Parties**" and each a "**MSG Indemnified Party**") from and against any Losses incurred by such MSG Indemnified Party resulting from any breach of any of the covenants or agreements of Xtract One in this Agreement.

4.6 Indemnification by MSG with Respect to Covenants and Agreements.

MSG shall indemnify and hold harmless Xtract One and its directors and officers (collectively, the "**Xtract One Indemnified Parties**" and each an "**Xtract One Indemnified Party**"), from and against any Losses incurred by any Xtract One Indemnified Party resulting from any breach of any of the covenants or agreements of MSG in this Agreement.

4.7 Remedies and Specific Performance.

Except as hereafter provided in this Section 4.7, the rights of indemnity set forth in this Article 4 are the sole and exclusive remedies of each party in respect of any misrepresentation, incorrectness in or breach of any representation and warranty or covenant by any other party under this Agreement and in respect of any Xtract One Violation or MSG Violation. The parties agree that if any of the provisions of this Agreement are not performed in accordance with their specific terms or there is a threatened breach of any provision of this Agreement, the parties shall be entitled to apply to a court of competent jurisdiction for specific performance, injunctive relief or other appropriate remedies to cause there to be compliance with and/or to prevent a breach of this Agreement.

4.8 Indemnification Procedures.

(a) In the event that any action is commenced by a third party involving a claim for which a party required to provide indemnification under this Agreement (an "**Indemnifying Party**") may be liable to a party entitled to indemnification (an "**Indemnified Party**") hereunder (an

“**Asserted Liability**”), the Indemnified Party shall promptly notify the Indemnifying Party in writing of such Asserted Liability (the “**Claim Notice**”); provided that no delay or failure on the part of the Indemnified Party in giving any such Claim Notice shall relieve the Indemnifying Party of any indemnification obligation hereunder except to the extent that the Indemnifying Party is materially prejudiced by such delay. The Indemnifying Party shall have thirty (30) days from its receipt of the Claim Notice (the “**Indemnification Notice Period**”) to notify the Indemnified Party whether or not the Indemnifying Party desires, at the Indemnifying Party’s sole cost and expense and by counsel reasonably satisfactory to the Indemnified Party, to defend against such Asserted Liability. If the Indemnifying Party undertakes to defend against such Asserted Liability, (i) the Indemnifying Party shall use its commercially reasonable efforts to defend and protect the interests of the Indemnified Party with respect to such Asserted Liability and (ii) the Indemnifying Party shall not, without the prior written consent of the Indemnified Party (such consent not to be unreasonably withheld or delayed), consent to any settlement which does not contain an unconditional release of the Indemnified Party from the subject matter of the settlement or that contains an admission of liability or wrongdoing. The Indemnified Party shall have the right to participate in the defence against any Asserted Liability at its own expense; provided, however, that the Indemnified Party shall have the right to retain one (1) separate counsel, with the fees and expenses to be paid by the Indemnifying Party, if representation of the Indemnified Party by the counsel retained the Indemnifying Party would be inappropriate due to actual or potential differing interests between the Indemnified Party and the Indemnifying Party. If the Indemnifying Party undertakes to defend against such Asserted Liability, the Indemnified Party shall fully render to the Indemnifying Party and its counsel such assistance and cooperation as may be reasonably required to ensure the proper and adequate defence and settlement of such claim or demand.

(b) If the Indemnifying Party does not undertake within the Indemnification Notice Period to defend against such Asserted Liability, then the Indemnified Party shall have the right to participate in any such defence and the Indemnifying Party shall bear the reasonable costs and expenses of the Indemnified Party of such defence. In such case, the Indemnified Party shall control the investigation and defence and may settle or take any other actions the Indemnified Party deems reasonably advisable without in any way waiving or otherwise affecting the Indemnified Party’s rights to indemnification pursuant to this Agreement. The Indemnified Party and the Indemnifying Party agree to make available to each other, their counsel and other representatives, all information and documents available to them which relate to such claim or demand. The Indemnified Party and the Indemnifying Party also agree to render to each other such assistance and cooperation as may reasonably be required to ensure the proper and adequate defence and settlement of such claim or demand.

Article 5
MISCELLANEOUS

5.1 Termination.

This Agreement shall continue in full force and effect and shall terminate, and all rights and obligations hereunder shall cease, on the date when there shall no longer be any Registrable Securities outstanding.

Notwithstanding the foregoing, Article 4 shall survive termination of this Agreement.

5.2 Notices.

Any notice, direction or other communication given regarding the matters contemplated by this Agreement (each a “**Notice**”) must be in writing, sent by personal delivery, courier, or email and addressed:

(a) to Xtract One at:

Xtract One Technologies Inc.
400 - 257 Adelaide Street W.
Toronto, ON, M5H 1X9

Attention: [personal information redacted]
Email: [personal information redacted]

With a copy to (which shall not constitute a notice):

Cozen O'Connor LLP
550 Burrard Street, Suite 1008
Vancouver, BC, V6C 2B5

Attention: [personal information redacted]
Email: [personal information redacted]

(b) to MSG at:

MSG Sports Ventures, LLC
2 Penn Plaza
New York, New York 10121, USA

Attention: [personal information redacted]
Email: [personal information redacted]

With a copy to (which shall not constitute a notice):

Blake, Cassels & Graydon LLP
1 Place Ville-Marie, Suite 3000
Montréal, Québec, H3B 4N8

Attention: [personal information redacted]
Email: [personal information redacted]

A Notice is deemed to be given and received (i) if sent by personal delivery or courier, on the date of delivery if it is a business day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next business day, or (ii) if sent by email, on the date of transmission if it is a business day and the transmission was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next business day. A party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the party at its changed address. Any element of a party's address that is not specifically changed in a Notice will be assumed not to be changed.

5.3 Business Day

As used in this Agreement, "**business day**" means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Toronto, Ontario, Vancouver, British Columbia, or New York, New York are not open for business.

5.4 Corporate Actions.

In the event that Xtract One shall divide, subdivide, consolidate, reduce, combine or consolidate its Common Shares (each a "**Corporate Action**") while this Agreement is in force, from and after the effective time of such Corporate Action, all calculations under this Agreement relating to the Common Shares shall be determined on the basis of giving effect to such Corporate Action.

5.5 Amendments.

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by Xtract One and MSG.

5.6 Waiver.

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the party to be bound by the waiver. A party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a party from any other or further exercise of that right or the exercise of any other right.

5.7 Successors and Assigns.

Neither party may assign any of its rights or benefits under this Agreement, or delegate any of its duties or obligations, except with the prior written consent of the other party. Notwithstanding the foregoing, MSG may assign and transfer its rights, benefits, duties and obligations under this Agreement, without the consent of Xtract One, to an affiliate of MSG to whom MSG transfers Registrable Securities, provided that any such assignee shall, prior to any such transfer, agree to be bound by all of the covenants of MSG contained herein and comply with the provisions of this Agreement, and shall deliver to Xtract One a duly executed undertaking to such effect in form and substance satisfactory to Xtract One, acting reasonably, and that MSG shall remain subject to its duties and obligations under this Agreement to the extent that it continues to hold any Registrable Securities and this Agreement remains in force.

5.8 Announcements.

Except as otherwise provided in this Section 5.8, no press release or other public disclosure with respect to this Agreement, the transactions contemplated herein, or the discussions, communications or negotiations leading up to the execution hereof, may be made except with the prior written consent and joint approval of each party. The parties acknowledge and agree that (i) Xtract One will issue a press release with respect to this Agreement promptly following the execution of this Agreement, the text of such announcement to be in a form approved by each of Xtract One and MSG in advance, acting reasonably and without delay, (ii) Xtract One will be required pursuant to applicable Canadian securities laws to file this Agreement and a material change report respecting the transactions contemplated by this Agreement on the System for Electronic Document Analysis and Retrieval ("**SEDAR**"), (iii) MSG and its affiliates may be required pursuant to applicable U.S. securities laws to file this Agreement and/or a description of the transactions contemplated by this Agreement with the SEC on its Electronic Data Gathering, Analysis, and Retrieval system or any successor system thereto ("**EDGAR**"), and (iv) MSG will be required to comply with the early warning requirements and issue a press release and file an early warning report in relation to the transactions contemplated herein. MSG hereby consents to the disclosure of this Agreement through the issuance of a press release promptly following the execution of this Agreement and the filing of this Agreement on SEDAR and Xtract One consents to the disclosure of this Agreement by MSG under the early warning requirements and the filing or furnishing of this Agreement and a description of the transactions contemplated by this Agreement on EDGAR.

5.9 Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

5.10 Governing Law.

This Agreement is governed by and will be interpreted and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

5.11 Counterparts.

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Agreement.

[*Remainder of page intentionally left blank. Signature page follows.*]

IN WITNESS WHEREOF the parties have executed this Investor Rights Agreement.

MSG SPORTS VENTURES, LLC

By: /s/ Victoria M. Mink

Authorized Signing Officer

XTRACT ONE TECHNOLOGIES INC.

By: /s/ Peter Evans

Authorized Signing Officer