RECIPIENT COMPANY LETTERHEAD

_____, 20___

Gran Tierra Canada Ltd.
c/o Sayer Energy Advisors
1620, 540 - 5th Avenue SW
Calgary, Alberta T2P 0M2

Attention: Tom Pavic

Re: **Confidentiality Agreement**
Carmangay, Alberta Property Divestiture

_____ ("Recipient") has expressed an interest in the purchase of certain oil and natural gas interests owned by Gran Tierra Canada Ltd. ("Gran Tierra") in the Carmangay area of Alberta (the "Property"). Gran Tierra is prepared to provide the Recipient access to certain information relating to the Property, including but not limited to land schedules, geological and geophysical information and other documentation ("Confidential Information"). In consideration of Gran Tierra providing the Confidential Information, Recipient agrees as follows:

1. Recipient acknowledges that all Confidential Information provided to Recipient is proprietary to Gran Tierra and its joint venture partners except for Confidential Information which is set out and described in Clause 6.

2. The Confidential Information shall be kept in the strictest of confidence and shall not be used for any purpose whatsoever other than evaluating a possible transaction between Recipient and Gran Tierra. The Confidential Information shall not be disclosed to any person other than Recipient and to such of its directors, employees, agents, consultants, representatives and advisors (the "Representatives") who have a need to know such information for the purpose of appraising the Property. Recipient shall take all steps that are necessary to ensure that its Representatives are aware of the terms and conditions of this Agreement and that such terms and conditions are binding upon any and all of its Representatives. Upon request, Recipient shall provide Gran Tierra with a list of the Representatives who have received the Confidential Information.

3. Recipient agrees that it and its Representatives shall not disclose to any person or publish or disperse in any form, any terms, conditions or other facts with respect to any possible transaction relating to the Property for which the Confidential Information was disclosed.

4. If the Recipient makes a request to view seismic data as part of its review of a possible transaction involving the Property, as the case may be, and Gran Tierra provides such access, the Recipient warrants that under no circumstances will it allow its Representatives to copy, remove, take away or otherwise reproduce any of the seismic data or derivatives thereof that such Representatives have been given access to hereunder. This would include, but not be limited to, an absolute restriction against the use of electronic equipment to produce photographs or other digital copy or reproductions of any of the affected seismic data and or photocopies, sketches or tracings of such affected seismic data. No electronic devices, cameras, USB devices, laptops or cellphones with photographic capability may be brought into the dataroom or an area where data is disclosed.

5. Notwithstanding the foregoing terms, Recipient shall be permitted to disclose such Confidential Information that is required to be disclosed pursuant to any law, rule or regulation. In the event that Recipient receives a request or legal directive to disclose Confidential Information, Recipient shall promptly provide written and verbal notification to Gran Tierra of such a request. Recipient shall consult with Gran Tierra on the advisability of taking steps to resist or narrow such request or directive. If disclosure is deemed advisable, Recipient shall cooperate with Gran Tierra in any attempt that Gran Tierra may make to obtain an order or other reliable assurance that confidential treatment will be accorded by the requesting or directing party to the information required to be disclosed.

6. The restrictions set forth in Clauses 2 and 3 above shall not apply to any part of the Confidential Information which is:

   (a) now in the public domain or becomes part of the public domain other than through an act of the Recipient or its Representatives; or

   (b) in the lawful possession of the Recipient prior to its disclosure by Gran Tierra; or

   (c) subject to disclosure required by law, rule or regulation provided that Gran Tierra is given notice pursuant to Clause 5 prior to such disclosure; or

   (d) made available to the Recipient or its Representatives from a source who may reasonably be believed to legally hold such information and who is not bound to Gran Tierra under a confidentiality agreement.

7. Recipient acknowledges the competitive value of the Confidential Information. Accordingly, without limitation and in addition to any rights of Gran Tierra and its joint venture partners against the Recipient arising by any breach hereof, the Recipient shall:

   (a) be liable to Gran Tierra for all losses, costs, damages and expenses whatsoever which they may suffer, sustain, pay or incur; and in addition,

   (b) indemnify Gran Tierra against any and all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by Gran Tierra or which Gran Tierra may suffer, sustain, pay or incur;

   resulting from disclosure by the Recipient, or its Representatives, of all or any part or parts of the Confidential Information.

8. At any time, at the request of Gran Tierra, Recipient shall immediately return or cause to be returned to Gran Tierra all of the Confidential Information which may have been released to the Recipient. Recipient shall not retain any copies or other reproductions or extracts of the Confidential Information. Furthermore, Recipient shall, if so requested by Gran Tierra, provide certification from an officer of the Recipient to Gran Tierra that the terms and conditions of this Clause have been complied with. The Recipient will return all requested Confidential Information except to the extent that computer systems are back-up or archived. The Recipient will be able to retain a copy of any analysis of Confidential Information in respect to a possible transaction with Gran Tierra for any internal management and/or board of directors recommendations or approvals.

9. Recipient understands and agrees that no contract or agreement providing for the sale of the Property shall be deemed to exist between the Recipient and Gran Tierra unless and until a definitive offer to purchase has been accepted in writing by Gran Tierra. For greater clarity the Recipient acknowledges that this Agreement does not constitute a definitive offer to purchase.

Recipient hereby waives, in advance, any claims (including, without limitation, breach of contract) in connection with the sale of the Property unless and until a definitive offer to purchase from Recipient has been accepted in writing by Gran Tierra.

10. This Confidentiality Agreement shall remain in force for a period of one year from the date hereof, or until such time as all of the Confidential Information becomes part of the public domain through conventional processes and through no violation of this Agreement, whichever comes first.

11. Recipient understands that in providing access to the Confidential Information, Gran Tierra makes no representation or warranty as to the accuracy or completeness of the Confidential Information. Recipient agrees that neither Gran Tierra nor anyone representing Gran Tierra shall have any liability to the Recipient or any of its Representatives as a result of the use of the information by it or its Representatives.

12. This Agreement shall be construed and determined according to the laws of the Province of Alberta.

13. Recipient acknowledges and agrees that Gran Tierra may be irreparably injured by a breach of this Confidentiality Agreement that could not be adequately compensated for by damages. Gran Tierra and its joint venture partners shall be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of any of the provisions of this Confidentiality Agreement. Such remedies shall be in addition to all other remedies available at law or in equity.

14. Recipient understands and agrees that:

    (a) Gran Tierra shall be free to conduct the process for the sale of the Property in its sole discretion and shall determine, without limitation, the course and nature of negotiations with any prospective buyer and the acceptance of a definitive offer to purchase without prior notice to the Recipient, its Representatives or any other person or corporate entity; and

    (b) Recipient shall not have any claims whatsoever against Gran Tierra or any of its directors, officers, stockholders, owners, affiliates, representatives, advisors or agents arising out of or relating to the sale of the Property other than as a party to a definitive offer to purchase accepted in writing by Gran Tierra and then only against Gran Tierra and in accordance with the terms of said offer to purchase.

15. Recipient hereby acknowledges that it is aware and that it will advise its Representatives privy to the Confidential Information that applicable security laws prohibit any person who has received from an issuer material, non-public information concerning the matters which are the subject of this Agreement from purchasing or selling securities of such issuer or from communicating such information to any other person, under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

16. Recipient shall not initiate or arrange, directly or indirectly, or maintain contact regarding Gran Tierra's business operations, prospects or finances (except as contemplated herein and for those contacts made in the ordinary course of business unrelated to the possible transaction) with any officer, director, employee, consultant or other representative of Gran Tierra, or with any customer, supplier, sales representative, or competitor of Gran Tierra except with the express written permission of Gran Tierra. Any such permission granted by Gran Tierra may be revoked at any time.

17. If any provision of this agreement is wholly or partially unenforceable for any reason, such unenforceability shall not affect the enforceability of the balance of this Confidentiality Agreement.

18. This Confidentiality Agreement shall be binding upon, and enure to the benefit of, the parties hereto, and their respective successors and permitted assigns.

The Recipient accepts the Confidential Information to be provided relating to the Property subject to the terms and conditions set forth in this Confidentiality Agreement.

Yours truly,

_____
COMPANY NAME

_____ _____
OFFICER'S SIGNATURE OFFICER'S PRINTED NAME & TITLE

☐ I certify that no changes have been made to this Confidentiality Agreement that have not been clearly marked and initialed.

CONFIDENTIAL INFORMATION DELIVERY OPTIONS: *(please check one)*

☑ **Electronic** ***or*** ☐ **Hard copy (binder)**

_____
NAME OF CONTACT PERSON TO FORWARD INFORMATION

_____
CONTACT ADDRESS

_____ _____
TELEPHONE NUMBER EMAIL ADDRESS

Option to Attach Business Card Here:

Accepted by Gran Tierra Canada Ltd. this ___ day of _____, 20___

_____
Phillip Abraham
Executive Vice President, Legal & Land