

**PROSPECTUS SUPPLEMENT NO. 9**  
to Prospectus declared  
effective on July 22, 2011  
(Registration No. 333-175465)

**INTELGEX TECHNOLOGIES CORP.**

This Prospectus Supplement No. 9 supplements our Prospectus dated July 11, 2011 and should be read in conjunction therewith. The shares that are the subject of the Prospectus have been registered to permit their resale to the public by the selling stockholders named in the Prospectus. We are not selling any shares of common stock in this offering and therefore will not receive any proceeds from this offering.

This Prospectus Supplement includes the following documents, as filed by us with the Securities and Exchange Commission:

- the attached Quarterly Report on Form 10-Q, for the period ended March 31, 2013.

Our common stock is traded on the OTCQX under the symbol "IGXT" and on the TSX-V under the symbol "IGX".

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS SUPPLEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this Prospectus Supplement is June 5, 2013.

---

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 10-Q**

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

**For the quarterly period ended March 31, 2013**

or

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

**Commission File Number 000-31187**

**INTELGENX TECHNOLOGIES CORP.**

(Exact name of small business issuer as specified in its charter)

**Delaware**

(State or other jurisdiction of  
incorporation or organization)

**87-0638336**

(I.R.S. Employer Identification No.)

**6425 Abrams, Ville Saint Laurent, Quebec H4S 1X9, Canada**

(Address of principal executive offices)

**(514) 331-7440**

(Issuer's telephone number)

\_\_\_\_\_  
(Former Name, former Address, if changed since last report)

Indicate by checkmark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer", "accelerated filer", "non-accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer  (Do not check if a smaller reporting company) Smaller reporting company

**APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY  
PROCEEDS DURING THE PRECEDING FIVE YEARS**

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13, or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court.

Yes  No

**APPLICABLE TO CORPORATE ISSUERS:**

51,298,422 shares of the issuer's common stock, par value \$.00001 per share, were issued and outstanding as of May 10, 2013.



TABLE OF CONTENTS

	<b>PART I. FINANCIAL INFORMATION</b>	
Item 1.	Financial Statements	1
	Consolidated Balance Sheet	2
	Statement of Shareholders' Equity	3
	Statement of Operations and Comprehensive Loss	4
	Statement of Cash Flows	5
	Notes to Financial Statements	6
Item 2.	Management's Discussion and Analysis and Results of Operations	17
Item 3.	Controls and Procedures	24
	<b>PART II. OTHER INFORMATION</b>	
Item 1.	Legal Proceedings	24
Item 2.	Unregistered Sales of Equity Securities and Use of Proceeds	24
Item 3.	Defaults upon Senior Securities	24
Item 4.	Reserved	24
Item 5.	Other Information	24
Item 6.	Exhibits	24
	Signatures	25

---

**IntelGenx Technologies Corp.**

**Consolidated Interim Financial Statements**

**March 31, 2013**

**(Expressed in U.S. Funds)**

**(Unaudited)**

**Contents**

Consolidated Balance Sheet	2
Consolidated Statement of Shareholders' Equity	3
Consolidated Statement of Comprehensive Loss	4
Consolidated Statement of Cash Flows	5
Notes to Consolidated Financial Statements	6 - 10

---

IntelGenx Technologies Corp.

Consolidated Balance Sheet

(Expressed in Thousands of U.S. Dollars (\$000's) Except Share and Per Share Data)

(Unaudited)

	March 31, 2013	December 31, 2012
<b>Assets</b>		
<b>Current</b>		
Cash and cash equivalents	\$ 2,168	\$ 2,059
Accounts receivable	170	1,282
Prepaid expenses	89	102
Investment tax credits receivable	243	213
<b>Total Current Assets</b>	<b>2,670</b>	<b>3,656</b>
<b>Leasehold Improvements and Equipment, net</b>	<b>438</b>	<b>387</b>
<b>Intangible Assets (note 4)</b>	<b>106</b>	<b>116</b>
<b>Total Assets</b>	<b>\$ 3,214</b>	<b>\$ 4,159</b>
<b>Liabilities</b>		
<b>Current</b>		
Accounts payable and accrued liabilities	498	1,058
Deferred license revenue (note 5)	308	308
<b>Total Current Liabilities</b>	<b>806</b>	<b>1,366</b>
<b>Deferred License Revenue, non-current portion (note 5)</b>	<b>539</b>	<b>615</b>
<b>Total Liabilities</b>	<b>1,345</b>	<b>1,981</b>
<b>Shareholders' Equity</b>		
<b>Capital Stock (note 6)</b>	<b>1</b>	<b>0</b>
<b>Additional Paid-in-Capital</b>	<b>16,554</b>	<b>16,342</b>
<b>Accumulated Deficit</b>	<b>(14,949)</b>	<b>(14,463)</b>
<b>Accumulated Other Comprehensive Income</b>	<b>263</b>	<b>299</b>
	<b>1,869</b>	<b>2,178</b>
	<b>\$ 3,214</b>	<b>\$ 4,159</b>

See accompanying notes

Approved on Behalf of the Board:

/s/ J. Bernard Boudreau Director

/s/ Horst G. Zerbe Director

IntelGenx Technologies Corp.

Consolidated Statement of Shareholders' Equity

For the Period Ended March 31, 2013

(Expressed in Thousands of U.S. Dollars (\$000's) Except Share and Per Share Data)

(Unaudited)

	Capital Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income	Total Shareholders' Equity
	Number	Amount				
<b>Balance - December 31, 2012</b>	49,890,421	\$ 0	\$ 16,342	\$ (14,463)	\$ 299	\$ 2,178
Foreign currency translation adjustment	-	-	-	-	(36)	(36)
Warrants exercised (note 7)	362,500	1	171	-	-	172
Options exercised (note 7)	50,000	-	23	-	-	23
Stock-based compensation (note 7)	-	-	18	-	-	18
Net loss for the period	-	-	-	(486)	-	(486)
<b>Balance - March 31, 2013</b>	<b>50,302,921</b>	<b>\$ 1</b>	<b>\$ 16,554</b>	<b>\$ (14,949)</b>	<b>\$ 263</b>	<b>\$ 1,869</b>

See accompanying notes

IntelGenx Technologies Corp.

**Consolidated Statement of Comprehensive Loss**

(Expressed in Thousands of U.S. Dollars (\$000's) Except Share and Per Share Data)

(Unaudited)

	For the Three-Month Period Ended March 31,	
	2013	2012
<b>Revenues</b>		
Royalties	\$ 80	\$ -
License and other revenue	77	100
<b>Total Revenues</b>	<b>157</b>	<b>100</b>
<b>Expenses</b>		
Research and development expense	167	239
Selling, general and administrative expense	456	439
Amortization of tangible assets	10	8
Amortization of intangible assets	10	-
<b>Total Costs and Expenses</b>	<b>643</b>	<b>686</b>
<b>Loss from Operations</b>	<b>(486)</b>	<b>(586)</b>
<b>Other Income</b>		
Interest and other income	-	4
<b>Total Other Income</b>	<b>-</b>	<b>4</b>
<b>Net Loss</b>	<b>(486)</b>	<b>(582)</b>
<b>Other Comprehensive Loss</b>		
Foreign currency translation adjustment	(36)	91
<b>Comprehensive Loss</b>	<b>\$ (522)</b>	<b>\$ (491)</b>
<b>Basic and Diluted Weighted Average Number of Shares Outstanding</b>	<b>50,236,255</b>	<b>49,324,531</b>
<b>Basic and Diluted Loss Per Common Share (note 9)</b>	<b>\$ (0.01)</b>	<b>\$ (0.01)</b>

See accompanying notes



IntelGenx Technologies Corp.

**Consolidated Statement of Cash Flows**  
**(Expressed in thousands of U.S. Dollars (\$000's) Except Share and Per Share Data)**  
**(Unaudited)**

	For the Three-Month Period Ended March 31,	
	2013	2012
<b>Funds Provided (Used) -</b>		
<b>Operating Activities</b>		
Net loss	\$ (486)	\$ (582)
Amortization	20	8
Stock-based compensation	18	15
	<b>(448)</b>	<b>(559)</b>
Changes in assets and liabilities:		
Accounts receivable	1,112	18
Prepaid and other assets	13	(15)
Other receivables	(30)	249
Accounts payable and other accrued liabilities	(560)	(270)
Deferred revenue	(77)	1,000
<b>Net change in assets and liabilities</b>	<b>458</b>	<b>982</b>
<b>Net cash provided by operating activities</b>	<b>10</b>	<b>423</b>
<b>Financing Activities</b>		
Proceeds from exercise of warrants and stock options	195	233
<b>Net cash provided by financing activities</b>	<b>195</b>	<b>233</b>
<b>Investing Activities</b>		
Additions to property and equipment	(69)	(189)
<b>Net cash used in investing activities</b>	<b>(69)</b>	<b>(189)</b>
<b>Increase in Cash and Cash Equivalents</b>	<b>136</b>	<b>467</b>
<b>Effect of Foreign Exchange on Cash and Cash Equivalents</b>	<b>(27)</b>	<b>88</b>
<b>Cash and Cash Equivalents</b>		
Beginning of Period	2,059	3,505
End of Period	\$ 2,168	\$ 4,059

See accompanying notes

**Notes to Consolidated Interim Financial Statements**

**March 31, 2013**

**(Expressed in U.S. Funds)**

**(Unaudited)**

**1. Basis of Presentation**

The accompanying unaudited consolidated financial statements have been prepared in accordance with generally accepted accounting principles for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for complete consolidated financial statements. In the opinion of management, all adjustments considered necessary for a fair presentation have been included. All such adjustments are of a normal and recurring nature.

These financial statements should be read in conjunction with the audited consolidated financial statements at December 31, 2012. Operating results for the three months ended March 31, 2013 are not necessarily indicative of the results that may be expected for the year ending December 31, 2013. The Company prepares its financial statements in accordance with accounting principles generally accepted in the United States ("U.S. GAAP"). This basis of accounting involves the application of accrual accounting and consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred.

The consolidated financial statements include the accounts of the Company and its subsidiary companies. On consolidation, all inter-entity transactions and balances have been eliminated.

The financial statements are expressed in U.S. funds.

Management has performed an evaluation of the Company's activities through the date and time these financial statements were issued and concluded that there are no additional significant events requiring recognition or disclosure.

**2. Adoption of New Accounting Standards**

**Revenue Recognition and Disclosures**

In December 2011, the FASB issued Update No. 2011-11, "Balance Sheet (Topic 210): Disclosures about Offsetting Assets and Liabilities". The objective of this Update is to provide enhanced disclosures that will enable users of financial statements to evaluate the effect or potential effect of netting arrangements on an entity's financial position. This includes the effect or potential effect of rights of setoff associated with an entity's recognized assets and recognized liabilities within the scope of this Update. The amendments require enhanced disclosures by requiring improved information about derivatives, repurchase agreements and reverse purchase agreements, and securities borrowing and securities lending transactions that are either offset in accordance with specific criteria or subject to a master netting arrangement or similar agreement. In January 2013, the FASB also issued Update No. 2013-01, which clarifies that ordinary trade receivables and receivables are not in the scope of ASU 2011-11. ASU 2011-11 and ASU 2013-01 are effective for annual reporting periods beginning on or after January 1, 2013, and interim periods within those annual periods. Retrospective disclosure is required for all comparative periods presented. The adoption of this Statement did not have a material effect on the Company's financial position or results of operations.

**Notes to Consolidated Interim Financial Statements**

**March 31, 2013**

**(Expressed in U.S. Funds)**

**(Unaudited)**

**2. Adoption of New Accounting Standards (Cont'd)**

In February 2013, the FASB has issued Update No. 2013-02, "Comprehensive Income (Topic 220): Reporting of Amounts Reclassified Out of Accumulated Other Comprehensive Income". This Update has been issued to improve the transparency of reporting these reclassifications. The amendments in this Update supersede and replace the presentation requirements for reclassifications out of accumulated other comprehensive income in ASUs 2011-05 and 2011-12 for all public and private organizations. The amendments would require an entity to provide additional information about reclassifications out of accumulated other comprehensive income. Public companies are required to comply with these amendments for all reporting periods (interim and annual), effective for reporting periods beginning after December 15, 2012. The adoption of this Statement did not have a material effect on the Company's financial position or results of operations.

**3. Significant Accounting Policies**

**Recently Issued Accounting Pronouncements**

In December 2011, the FASB issued Update No. 2011-12, "Comprehensive Income (Topic 220): Deferral of the Effective Date for Amendments to the Presentation of Reclassifications of Items Out of Accumulated Other Comprehensive Income in Accounting Standards Update No. 2011-05". The amendments in this Update supersede changes to those paragraphs in Update 2011-05 that pertain to how, when, and where reclassification adjustments are presented. The adoption of this amendment is not expected to have a material effect on the Company's financial position or results of operations, but may affect the presentation of Other Comprehensive Income in the Company's financial statements.

In February 2013, the FASB issued Update No. 2013-04, "Liabilities (Topic 405)—Obligations Resulting from Joint and Several Liability Arrangements for Which the Total Amount of the Obligation Is Fixed at the Reporting Date". The amendments in this Update provide guidance for the recognition, measurement, and disclosure of obligations resulting from joint and several liability arrangements for which the total amount of the obligation within the scope of this Update is fixed at the reporting date, except for obligations addressed within existing guidance in U.S. GAAP. The guidance requires an entity to measure those obligations as the sum of the amount the reporting entity agreed to pay on the basis of its arrangement among its co-obligors and any additional amount the reporting entity expects to pay on behalf of its co-obligors. The guidance in this Update also requires an entity to disclose the nature and amount of the obligation as well as other information about those obligations. For public entities, the amendments in this ASU are effective for fiscal years, and interim periods within those years, beginning after December 15, 2013. The amendments shall be applied retrospectively to all prior periods presented for those obligations that exist at the beginning of the fiscal year of adoption. Early adoption is permitted. The Company is currently evaluating the impact of this Statement on its consolidated financial statements.

Notes to Consolidated Interim Financial Statements

March 31, 2013

(Expressed in U.S. Funds)

(Unaudited)

**3. Significant Accounting Policies (Cont'd)**

In March 2013, the FASB issued Update No. 2013-05, "Foreign Currency Matters (Topic 830)—Parent's Accounting for the Cumulative Translation Adjustment upon Derecognition of Certain Subsidiaries or Groups of Assets within a Foreign Entity or of an Investment in a Foreign Entity". The amendments in this Update resolve the diversity in practice about whether Subtopic 810-10, Consolidation—Overall, or Subtopic 830-30, Foreign Currency Matters—Translation of Financial Statements, applies to the release of the cumulative translation adjustment into net income when a parent either sells a part or all of its investment *in* a foreign entity or no longer holds a controlling financial interest in a subsidiary or group of assets that is a nonprofit activity or a business (other than a sale of in substance real estate or conveyance of oil and gas mineral rights) *within* a foreign entity. In addition, the amendments in this Update resolve the diversity in practice for the treatment of business combinations achieved in stages (sometimes also referred to as step acquisitions) involving a foreign entity. For public entities, the amendments in this ASU are effective prospectively for fiscal years, and interim reporting periods within those years, beginning after December 15, 2013. Early adoption is permitted. The Company is currently evaluating the impact of this Statement on its consolidated financial statements.

**4. Intangible Assets**

As of March 31, 2013 NDA acquisition costs of \$106 thousand (December 31, 2012 - \$116 thousand) were recorded as intangible assets on the Company's balance sheet and represent the net book value of the final progress payment related to the acquisition of 100% ownership of Forfivo XL™. The asset will be amortized over its estimated useful life of 39 months. The Company commenced amortization upon commercial launch of the product in October 2012.

**5. Deferred License Revenue**

Deferred license revenue represents upfront payments received for the granting of licenses to the Company's patents, intellectual property, and proprietary technology, for commercialization. Deferred license revenue is recognized in income over the period where sales of the licensed products will occur.

Upon entering into the licensing agreement with Edgemont Pharmaceuticals the Company received an upfront fee of \$1 million, which the Company recognized as deferred license revenue. The deferred license revenue will be amortized in income over a period of 39 months, which is the minimum period where sales of Forfivo XL™ are expected to be exclusive. As a result of this policy, the Company has a deferred revenue balance of \$847 thousand at March 31, 2013 that has not been recognized as revenue.

Notes to Consolidated Interim Financial Statements

March 31, 2013

(Expressed in U.S. Funds)

(Unaudited)

6. Capital Stock

	March 31, 2013	December 31, 2012
Authorized -		
100,000,000 common shares of \$0.00001 par value		
20,000,000 preferred shares of \$0.00001 par value		
Issued -		
50,302,921 (December 31, 2012 - 49,890,421) common shares	\$ 503	\$ 499

7. Additional Paid-In Capital

Stock options

During the three month period ended March 31, 2013 a total of 50,000 (2012 - Nil) stock options were exercised for 50,000 (2012 - Nil) common shares having a par value of \$0 thousand in aggregate, for cash consideration of \$23 thousand (2012 - \$Nil), resulting in an increase in additional paid-in capital of \$23 thousand (2012 - \$Nil).

Compensation expenses for stock-based compensation of \$18 thousand and \$15 thousand were recorded during the three-month period ended March 31, 2013 and 2012 respectively. Of the amount expensed in 2013, \$13 thousand (2012 - \$14 thousand) relates to stock options granted to employees and directors, and \$5 thousand (2012 - \$Nil) relates to options granted to independent third party consultants. In addition, \$1 thousand was expensed in 2012 related to stock options granted to investor relations firms as compensation for investor relation services. As at March 31, 2013, the Company has \$50 thousand (2012 - \$69 thousand) of unrecognized stock- based compensation.

Warrants

During the three month period ended March 31, 2013 a total of 362,500 (2012 - 1,206,418) warrants were exercised for 362,500 (2012 - 726,830) common shares having a par value of \$0 thousand in aggregate, for cash consideration of \$172 thousand (2012 - \$233 thousand), resulting in an increase in additional paid-in capital of \$171 thousand (2012 - \$233 thousand).

**Notes to Consolidated Interim Financial Statements**

**March 31, 2013**

**(Expressed in U.S. Funds)**

**(Unaudited)**

**8. Related Party Transactions**

Included in management salaries are \$2 thousand (2012 - \$1 thousand) for options granted to the Chief Financial Officer and \$3 thousand (2012 - \$2 thousand) for options granted to the Chief Executive Officer under the 2006 Stock Option Plan and \$4 thousand (2012 - \$7 thousand) for options granted to non-employee directors.

Also included in management salaries are director fees of \$22 thousand (2012 - \$27 thousand) for attendance to board meetings and audit committee meetings and \$54 thousand (2012 - \$Nil) for fees paid to a director under a management consultancy agreement.

The above related party transactions have been measured at the exchange amount which is the amount of the consideration established and agreed to by the related parties.

**9. Basic and Diluted Loss Per Common Share**

Basic and diluted loss per common share is calculated based on the weighted average number of shares outstanding during the period. The warrants, share-based compensation and convertible notes have been excluded from the calculation of diluted loss per share since they are anti-dilutive.

**10. Subsequent Events**

Subsequent to the end of the quarter, the Company's board of directors granted options to acquire 680,000 common shares under the 2006 Stock Option Plan, as amended. Of the total stock options granted, 480,000 were granted to the Chief Operating Officer and Chief Scientific Officer, Dr. Rajiv Khosla, and 200,000 were granted to the Chief Financial Officer, Mr. Paul A. Simmons. The options have an exercise price of CAD\$0.67 (US\$0.65) and expire on April 23, 2018. All of the options granted to Dr. Khosla vest on December 31, 2015. The options granted to Mr. Simmons vest over a period of two years at the rate of 25 % every six months. In addition, 37,500 unvested options that were granted to Dr. Khosla in November 2011 expired upon issuance of the above options.

Subsequent to the end of the quarter, 995,500 warrants were exercised for 995,500 common shares having a par value of \$0 thousand for cash consideration of approximately \$472 thousand, resulting in an increase in additional paid-in capital of approximately \$472 thousand.

**11. Comparative Figures**

Certain reclassifications of March 31, 2012 amounts have been made to facilitate comparison with the current period.

**Introduction to Management's Discussion and Analysis**

The purpose of this section, Management's Discussion and Analysis of Financial Condition and Results of Operations, is to provide a narrative explanation of the financial statements that enables investors to better understand the business of the Company, to enhance the Company's overall financial disclosures, to provide the context within which the Company's financial information may be analyzed, and to provide information about the quality of, and potential variability of, the Company's financial condition, results of operations and cash flows. Unless otherwise indicated, all financial and statistical information included herein relates to continuing operations of the Company. Unless otherwise indicated or the context otherwise requires, the words, "IntelGenx," "Company," "we," "us," and "our" refer to IntelGenx Technologies Corp. and its subsidiaries, including IntelGenx Corp. This information should be read in conjunction with the accompanying unaudited Consolidated Financial Statements and Notes thereto.

**Company Background**

We are a drug delivery company established in 2003 and headquartered in Montreal, Quebec, Canada. Our focus is on the development of novel oral immediate-release and controlled-release products for the pharmaceutical market. Our business strategy is to develop pharmaceutical products based on our proprietary drug delivery technologies and, once the viability of a product has been demonstrated, to license the commercial rights to partners in the pharmaceutical industry. In certain cases, we rely upon partners in the pharmaceutical industry to fund development of the licensed products, complete the regulatory approval process with the U.S. Food and Drug Administration ("FDA") or other regulatory agencies relating to the licensed products, and assume responsibility for marketing and distributing such products.

In addition, we may choose to pursue the development of certain products until the project reaches the marketing and distribution stage. We will assess the potential for successful development of a product and associated costs, and then determine at which stage it is most prudent to seek a partner, balancing such costs against the potential for additional returns earned by partnering later in the development process.

We have also undertaken a strategy under which we will work with pharmaceutical companies in order to develop new dosage forms for pharmaceutical products for which patent protection is nearing expiration. Under §(505)(b)(2) of the Food, Drug, and Cosmetics Act, the FDA may grant market exclusivity for a term of up to three years of exclusivity following approval of a listed drug that contains previously approved active ingredients but is approved in a new dosage, dosage form, route of administration or combination, or for a new use, the approval of which was required to be supported by new clinical trials, other than bioavailability studies, conducted by or for the sponsor.

We are currently continuing to develop the existing products in our pipeline and may also perform research and development on other potential products as opportunities arise.

We currently purchase and/or lease, on an as-needed basis, the equipment necessary for performing research and development activities related to our products.

We plan to hire new personnel, primarily in the areas of research and development, manufacturing, and administration on an as-needed basis as we enter into partnership agreements, establish our pilot plant VersaFilm™ manufacturing capability, and increase our research and development activities.

## Key Developments

On March 27, 2013 we announced that, together with our co-development partner RedHill Biopharma (“RedHill”), we submitted a 505(b)(2) New Drug Application (“NDA”) to the U.S. Food and Drug Administration (“FDA”) for our anti-migraine oral film product.

We had previously announced a successful pre-NDA meeting with the FDA following the successful completion of a bioequivalency study demonstrating that our oral film product is bioequivalent with Maxalt MLT®, a leading branded anti-migraine product manufactured by Merck & Co. According to Merck's most recent annual report, sales of Maxalt® were \$638 million in 2012. The thin-film formulation of Rizatriptan has been developed in accordance with the co-development and commercialisation agreement with RedHill.

Our orally disintegrating film consists of a thin (30 – 50 µm) polymeric film which disintegrates rapidly upon oral administration, thereby releasing the active drug Rizatriptan and making it available for rapid absorption. The film does not require water for administration.

## Currency rate fluctuations

Our operating currency is Canadian dollars, while its reporting currency is U.S. dollars. Accordingly, our results of operations and balance sheet position have been affected by currency rate fluctuations. The following management discussion and analysis takes this into consideration whenever material.

## Results of Operations for the three month period ended March 31, 2013 compared with the three month period ended March 31, 2012.

In U.S.\$ thousands	2013	2012	Increase/ (Decrease)	Percentage Increase/ (Decrease)
Revenue	\$ 157	\$ 100	\$ 57	57%
Research and Development Expenses	202	264	(62)	(24%)
Research and Development Tax Credit	(35)	(25)	10	40%
Selling, General and Administrative Expenses	456	439	17	4%
Amortization of tangible assets	10	8	2	25%
Amortization of intangible assets	10	-	10	N/A
Net Loss	(486)	(582)	(96)	(17%)

## Revenue

Total revenue in the first three months of 2013 increased to \$157 thousand, compared with \$100 thousand in the same period of 2012.

All revenue recorded during the first quarter of 2013 relates to Forfivo XL™, our first FDA approved product, which was launched in October 2012 under a licensing partnership with Edgemont Pharmaceuticals LLP (“Edgemont”). Upon entering into the licensing agreement, Edgemont paid us an upfront fee of \$1 million, which we recognized as deferred license revenue. The deferred license revenue is amortized in income over the period where sales of Forfivo XL™ are expected to be exclusive. As a result of this policy, we recognized \$77 thousand in income during the first quarter of 2013. In addition, we recognized approximately \$80 thousand of royalty income earned from the sale of Forfivo XL™. The royalties relate to sales of Forfivo XL™ by Edgemont during the first three months post product launch. Forfivo XL™ is indicated for the treatment of Major Depressive Disorder (“MDD”) and is the only extended-release bupropion HCl product to provide a once-daily, 450mg dose in a single tablet.



Royalty income in the second quarter of 2013 is expected to be lower than royalty income achieved in the current quarter, as a result of lower than anticipated sales of Forfivo XL™ during the current quarter. Management is assessing this variation in sales performance with a view towards taking steps to support steady sales growth of Forfivo XL™.

Revenue for the three months ended March 31, 2012 relates to the receipt of a \$100 thousand development milestone in respect of our anti-migraine project. The milestone became due following the successful completion of the pivotal bioequivalence study. In March 2013 we announced that, together with our co-development partner RedHill, we submitted a 505(b)(2) NDA to the FDA for our anti-migraine oral film product, a novel oral thin-film formulation based on our proprietary VersaFilm™ technology containing Rizatriptan, the active drug in Merck's Maxalt-MLT® orally disintegrating tablets.

### **Research and Development (“R&D”) Expenses**

R&D expenses, net of R&D investment tax credits, totaled \$167 thousand in the three months ended March 31, 2013, representing a decrease of \$72 thousand, or 30%, to the expense of \$239 thousand recorded in the same period of last year.

The decrease in R&D expenses is primarily related to the costs incurred in the first quarter of 2012 that were associated with a pilot clinical study that were not repeated in the first quarter of 2013.

Included within R&D expenses for the first three months of 2013 are R&D Salaries of \$153 thousand, of which approximately \$3 thousand represents non-cash compensation. This compares to R&D salaries of \$149 thousand in the first three months of 2012, of which approximately \$5 thousand represented non-cash compensation.

In the three months ended March 31, 2013 we recorded estimated Research and Development Tax Credits and refunds of \$35 thousand, compared with \$25 thousand that was recorded in the same period of the previous year.

### **Selling, General and Administrative (“SG&A”) Expenses**

SG&A expenses increased by \$17 thousand, to \$456 thousand, in the first three months of 2013 compared with \$439 thousand in the first three months of 2012. The increase is primarily attributable to the addition of Dr. Rajiv Khosla to our management team in a senior consulting capacity (\$53 thousand), increased public relations efforts with the appointment of a public relations consultant in May 2012, together with the appointment in July 2012 of an online communications & marketing firm specialized in social media (\$21 thousand), partly compensated by a reduction in investor relations expenses of approximately \$20 thousand, and a foreign exchange gain of \$12 thousand in the first three months of 2013 compared with a foreign exchange loss of \$48 thousand in the first three months of 2012. The foreign exchange gains and losses relate primarily to currency fluctuations between the Canadian dollar and the U.S. dollar.

Included in SG&A expenses are approximately \$5 thousand (2012: \$3 thousand) in non-cash compensation from options granted to management employees in 2011 and 2012, \$4 thousand (2012: \$6 thousand) in non-cash compensation from options granted to non-employee directors in 2011, and \$6 thousand (2012: \$Nil) in non-cash compensation from options granted to consultants in 2012.

## Amortization of intangible assets

The amortization of intangible assets expense for the first three months of 2013 totaled \$10 thousand, compared with \$Nil in the same period of last year. The expense relates to the amortization of NDA acquisition costs in respect of the final progress payment to acquire 100% ownership of Forfivo XL™. Commercialization of Forfivo XL™ in October 2012 triggered amortization of the asset over its estimated useful life of 39 months.

## Share-Based Compensation Expense, Warrants and Stock Based Payments

Share-based compensation expense, warrants and share-based payments totaled \$18 thousand for the three months ended March 31, 2013, compared with \$15 thousand for the three months ended March 31, 2012.

We expensed approximately \$8 thousand in the first three months of 2013 for options granted to our employees in 2011 and 2012 under the 2006 Stock Option Plan, and approximately \$4 thousand for options granted to non-employee directors in 2011, compared with \$5 thousand and \$6 respectively that was expensed in the same period of the previous year.

We also expensed \$6 thousand in the first three months of 2013 for options granted to consultants and \$1 thousand in the first three months of 2012 for options granted to investor relation firms for investor relation services.

There remains approximately \$53 thousand in stock based compensation to be expensed in fiscal 2013 and 2014, of which \$42 thousand relates to the issuance of options to employees and directors of the Company during 2011 and 2012 and \$11 thousand relates to the issuance of options to consultants in 2012. We anticipate the issuance of additional options and warrants in the future, which will continue to result in stock-based compensation expense.

## Key items from the Balance Sheet.

In U.S.\$ thousands	March 31, 2013	December 31, 2012	/ Increase (Decrease)	Percentage Increase/ (Decrease)
Current Assets	\$ 2,670	\$ 3,656	\$ (986)	(27%)
Leasehold improvements and Equipment	438	387	51	13%
Intangible Assets	106	116	(10)	(9%)
Current Liabilities	806	1,366	(560)	(41%)
Deferred License Revenue	539	615	(76)	(12%)
Capital Stock	1	0	1	N/A
Additional Paid-in-Capital	16,554	16,342	212	1%

## Current Assets

Current assets totaled \$2,670 thousand at March 31, 2013 compared with \$3,656 thousand at December 31, 2012. The decrease of \$986 thousand is attributable to a decrease in accounts receivable of approximately \$1,112 thousand and a decrease in prepaid expenses of approximately \$13 thousand, partly offset by an increase in cash and cash equivalents of approximately \$109 thousand and an increase in investment tax credits receivable of approximately \$30 thousand.

Cash and cash equivalents totaled \$2,168 thousand as at March 31, 2013 representing an increase of \$109 thousand compared to the balance of \$2,059 thousand as at December 31, 2012. The increase in cash on hand relates to net cash provided by operating activities of \$10 thousand, together with net cash provided by financing activities of \$195 thousand, partly offset with net cash used in investing activities of \$69 thousand and an unrealized foreign exchange loss of \$27 thousand.

Accounts receivable totaled \$170 thousand compared with \$1,282 thousand as at December 31, 2012. Included within the accounts receivable balance as at December 31, 2012 is a \$1 million milestone that was invoiced to Edgemont Pharmaceuticals in the fourth quarter of 2012 for the launch of Forfivo XL™. We received payment against this invoice in February 2013.

As of March 31, 2013, prepaid expenses totaled \$89 thousand compared with \$102 thousand as of December 31, 2012. The decrease relates to the allocation of prepaid expenses to the income statement for the first three months of 2013.

R&D investment tax credits receivable totaled \$243 thousand as at March 31, 2013 compared with \$213 thousand as at December 31, 2012. The amount receivable as at December 31, 2012 relates to credits accrued throughout fiscal 2012, for which we expect to receive reimbursement in the fourth quarter of 2013.

### **Leasehold Improvements and Equipment**

As at March 31, 2013, the net book value of leasehold improvements and equipment amounted to \$438 thousand, compared to \$387 thousand at December 31, 2012. In the three months ended March 31, 2013 additions to assets totaled \$69 thousand and comprised \$68 thousand for pilot plant manufacturing equipment for our VersaFilm™ products and \$1 thousand for computer equipment. Depreciation on leasehold improvements and equipment in the three months ended March 31, 2013 amounted to \$10 thousand and a foreign exchange loss of \$8 thousand was recorded.

### **Intangible Assets**

As at March 31, 2013 NDA acquisition costs of \$106 thousand (December 31, 2012 - \$116 thousand) were recorded as intangible assets on our balance sheet and are related to the acquisition of 100% ownership of Forfivo XL™. The asset will be amortized over its expected useful life of 39 months and amortization commenced upon commercial launch of Forfivo XL™ in the fourth quarter of 2012.

### **Current Liabilities**

Current liabilities totaled \$806 thousand as at March 31, 2013 (December 31, 2012 - \$1,366 thousand) and consisted of accounts payable and accrued liabilities of \$498 thousand (December 31, 2012 - \$1,058 thousand) and the current portion of deferred license revenue of \$308 thousand (December 31, 2012 - \$308 thousand).

Accounts payable and accrued liabilities as at March 31, 2013 amounted to \$498 thousand (December 31, 2012 - \$1,058 thousand), of which approximately \$307 thousand relates to research and development activities, approximately \$17 thousand relates to professional fees, and approximately \$158 thousand relates to accrued payroll liabilities. The decrease in accounts payable and accrued liabilities as at March 31, 2013, compared with December 31, 2012, primarily relates to the payment of invoices received for the fourth quarter of 2012 and outstanding as at December 31, 2012 in respect of R&D activities.

## Deferred License Revenue

Pursuant to the execution of a licensing agreement for Forfivo XL™, we received an upfront fee from Edgemont Pharmaceuticals in the first quarter of 2012, which we recognized as deferred license revenue. The deferred license revenue is amortized in income over the period where sales of Forfivo XL™ are expected to be exclusive. As a result of this policy, we have a deferred revenue balance of \$847 thousand at March 31, 2013 (December 31, 2012: \$923 thousand) that has not been recognized as revenue, with \$539 thousand recognized as the non-current portion and \$308 thousand recognized in current assets as the current portion, versus \$615 thousand and \$308 thousand respectively as at December 31, 2012.

## Shareholders' Equity

As at March 31, 2013 we had accumulated a deficit of \$14,949 thousand compared with an accumulated deficit of \$14,463 thousand as at December 31, 2012. Total assets amounted to \$3,214 thousand and shareholders' equity totaled \$1,869 thousand as at March 31, 2013, compared with total assets and shareholders' equity of \$4,159 thousand and \$2,178 thousand respectively, as at December 31, 2012.

## Capital Stock

As at March 31, 2012 capital stock amounted to \$503 compared to \$499 at December 31, 2012. The increase reflects the issuance of 362,500 shares and 50,000 shares related to the exercise of warrants and stock options, respectively, with all shares issued at par value of \$0.00001. Capital stock is disclosed at its par value with the excess of proceeds shown in Additional Paid-in-Capital.

## Additional Paid-in-Capital

Additional paid-in capital totaled \$16,554 thousand at March 31, 2013, compared with \$16,342 thousand at December 31, 2012. The increase relates in part to \$18 thousand for stock based compensation, of which \$6 thousand is attributable to the amortization of stock options granted to consultants, and \$12 thousand is attributable to the amortization of stock options granted to employees and directors. Additional paid-in capital increased further by \$171 thousand for warrants exercised, and by \$23 thousand for options exercised.

## Key items from the Statement of Cash Flows

In U.S.\$ thousands	March 31, 2013	March 31, 2012	Increase/ (Decrease)	Percentage Increase/ (Decrease)
Operating Activities	\$ 10	\$ 423	\$ (413)	(98%)
Financing Activities	195	\$ 233	\$ (38)	(16%)
Investing Activities	(69)	(189)	(120)	(64%)
Cash and cash equivalents - end of period	2,168	4,059	(1,891)	(47%)

## Statement of cash flows

Net cash generated by operating activities was \$10 thousand in the three months ended March 31, 2013, compared with \$423 thousand for the three months ended March 31, 2012. In the first quarter of 2013, net cash generated by operating activities consisted of an operating loss of \$448 thousand net of non-cash related expenses of approximately \$38 thousand, and an increase in non-cash operating elements of working capital of \$458 thousand.

Operating activities will continue to consume our available funds until we are able to generate increased revenues.

The net cash provided by financing activities was \$195 thousand in the first three months of 2013, compared with \$233 thousand provided in the same period of the previous year. The net cash provided in the first quarter of 2013 resulted from the exercise of warrants and options, whereas the cash provided in the first quarter of 2012 resulted entirely from the exercise of warrants.

Net cash used in investing activities amounted to \$69 thousand in the three months ended March 31, 2013 compared with \$189 thousand in the three months ended March 31, 2012. Included within the use of funds in the first quarter of 2013 is an investment of approximately \$68 thousand in new equipment for our VersaFilm technology, compared with an investment of approximately \$182 thousand in the first quarter of 2012.

The balance of cash and cash equivalents as at March 31, 2013 amounted to \$2,168 thousand, compared with \$4,059 thousand at March 31, 2012.

### **Off-Balance Sheet Arrangements**

We have no off-balance sheet arrangements.

### **Forward-Looking and Cautionary Statements**

This report contains certain forward-looking statements that involve risks and uncertainties relating to, among other things, our future financial performance or future events. Forward-looking statements give management's current expectations, plans, objectives, assumptions or forecasts of future events. All statements other than statements of current or historical fact contained in this Form 10Q, including statements regarding our future financial position, business strategy, budgets, projected costs and plans and objectives of management for future operations, are forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as "anticipate," "estimate," "plans," "potential," "projects," "ongoing," "expects," "management believes," "we believe," "we intend," and similar expressions. These statements involve known and unknown risks, estimates, assumptions and uncertainties that could cause actual results to differ materially from the results set forth in this Annual Report. You should not place undue reliance on these forward-looking statements. You should be aware that our actual results could differ materially from those contained in the forward-looking statements due to a number of factors such as:

- continued development of our technology;
- lack of product revenues
- successful completion of clinical trials and obtaining regulatory approval to market
- ability to protect our intellectual property
- dependence on collaborative partners
- ability to generate positive cash flow
- ability to raise additional capital if and when necessary
- dependence on key personnel;
- competitive factors;
- the operation of our business; and
- general economic conditions.

These factors should be considered carefully and readers are cautioned not to place undue reliance on such forward looking statements. These forward-looking statements speak only as of the date on which they are made, and except to the extent required by federal securities laws, we undertake no obligation to update any forward-looking statements to reflect events or circumstances after the date on which the statement is made or to reflect the occurrence of unanticipated events. In addition, we cannot assess the impact of each factor on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements.

### **Item 3. Controls and Procedures.**

As of the end of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of management, including our chief executive officer and principal financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934. Based upon that evaluation, our chief executive officer and principal financial officer concluded that our disclosure controls and procedures are effective to cause the material information required to be disclosed by us in the reports that we file or submit under the Exchange Act to be recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. There have been no significant changes in our internal controls or in other factors which could significantly affect internal controls subsequent to the date we carried out our evaluation.

## **PART II**

### **Item 1. Legal Proceedings**

This Item is not applicable

**Item 2. Unregistered Sales of Equity Securities and Use of Proceeds** This Item is not applicable.

### **Item 3. Defaults Upon Senior Securities**

This Item is not applicable.

### **Item 4. (Reserved)**

### **Item 5. Other Information**

This Item is not applicable.

### **Item 6. Exhibits**

Exhibit 10.1 Employment Agreement Rajiv Khosla, April 2013

Exhibit 31.1 Certification of C.E.O. Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

Exhibit 31.2 Certification of Principal Accounting Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

Exhibit 32.1 Certification of C.E.O. pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

Exhibit 32.2 Certification of Principal Accounting Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

## SIGNATURES

In accordance with the requirements of the Securities Exchange Act of 1934, the Registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

### INTELGENX TECHNOLOGIES CORPORATION

Date: May 14, 2013

By: /s/ Horst Zerbe  
Horst G. Zerbe  
President, C.E.O. and Director

Date: May 14, 2013

By: /s/ Paul Simmons  
Paul A. Simmons  
Principal Accounting Officer

**MEMORANDUM OF AGREEMENT** executed at Montreal, Quebec, this 23 day of April, 2013.

**BETWEEN:** **INTELGEX CORP.**, a corporation constituted under the laws of Canada, having its head office at 6425 Abrams, Ville St.-Laurent, Quebec H4S 1X9 duly represented herein by Dr. Horst Zerbe, President duly authorized to do so as he declares

(hereinafter called the "**Corporation**")

**AND:** **RAJIV KHOSLA**, domiciled and residing at 19 Daniel Lane, Kinnelon, New Jersey 07405, USA

(hereinafter called the "**Executive**")

**WHEREAS** the Corporation has undertaken to retain the Executive as an "at-will" employee in the positions of Chief Operating Officer and Chief Scientific Officer beginning upon such date as all necessary Canadian work permits are in effect, and in the position of President and Chief Executive Officer beginning January 1, 2014, assuming all necessary Canadian work permits are in effect at that time;

**WHEREAS** the Executive has agreed to resign his current position as a member of the Corporation's Board of Directors effective on the Commencement Date of this Agreement as defined in section 2, in order to assume these new positions; and

**WHEREAS** the Corporation wishes to retain the Executive first as its Chief Operating Officer and Chief Scientific Officer and subsequently as its President and Chief Executive Officer and the Executive agrees to be so retained, the whole "at-will" and under the terms and conditions set forth in this Memorandum of Agreement ("Agreement");

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. Preamble**

The preamble of this Agreement and its Schedule(s) shall form an integral part hereof.

**2. Employment**

Subject to the terms and conditions hereinafter set forth, the Corporation hereby agrees to retain the Executive in the positions of Chief Operating Officer ("COO") and Chief Scientific Officer ("CSO") beginning upon such date as all necessary Canadian work permits are in effect (the "**Commencement Date**"), which date shall be mutually confirmed in writing, and in the position of President and Chief Executive Officer (together, the "CEO") beginning January 1, 2014, provided that all necessary Canadian work permits are in effect at that time, and the Executive hereby agrees to serve in such capacities. For clarity, the Executive's assumption of duties as President and Chief



---

Executive Officer is conditional upon the Executive, with the full cooperation of the Corporation, obtaining all necessary Canadian work permits for the Executive.

**3. Term of Employment**

Subject to the specific provisions hereinafter set forth respecting the termination of the Executive's employment, the employment of the Executive shall be for an indeterminate term, commencing upon the Commencement Date. In this Agreement, each twelve-month period following January 1, 2013 or anniversary thereof is referred to as an "**Employment Year**", with the exception of the first Employment Year which for purposes of grants pursuant to the Short Term Incentive Plan, and vacation entitlement, will extend from the Commencement Date to December 31, 2013 but nonetheless be treated as a full Employment Year.

**4. Duties and Responsibilities**

- 4.1 The Executive will devote substantially all of the Executive's business hours to, and, during such time, will make the best use of the Executive's energy, knowledge and training in advancing the Corporation's interests. The Executive will have such duties, authority and responsibilities as shall be consistent with his positions diligently and conscientiously, and perform the duties of Executive's management title within the general guidelines outlined in:
- (a) the Chief Operating Officer and Chief Scientific Officer job description, attached here to as **Schedule A**, as modified from time to time by the President during the first Employment Year, and
  - (b) the President and Chief Executive Officer job description, attached hereto as **Schedule B**, as modified from time to time by the Board of Directors during the second and subsequent Employment Years.
- 4.2 Beginning upon the Commencement Date, Executive shall report to the President and Chief Executive Officer of the Corporation (together, the "President"). Beginning January 1, 2014, assuming all necessary Canadian work permits are in effect at that time, Executive shall report to the Board of Directors of the Corporation (hereinafter referred to as the "**Board**"). Beginning January 1, 2014, assuming all necessary Canadian work permits are in effect at that time, Executive shall serve as a member of the Board for the duration of his employment as CEO.
- 4.3 The Executive may serve as a member of the Board of Directors of other public and privately held companies, non-profit corporations and civic organizations provided the Board is informed of such service and such service does not interfere with the performance of Executive's duties hereunder. The Executive will accept no other employment during the term of this Agreement. It is understood and agreed that Executive may have the need to perform some of the stated duties away from the Corporation's head office. Upon assuming the position of President and CEO, the Executive agrees to work at the Corporation's head office

---

at least four (4) business days per week, on average. The Corporation and Executive agree that Executive will commute between his home and the Corporation's head office, provided that such commuting shall not interfere with the performance of Executive's duties or in any way damage the well-being of the Corporation.

5. **Salary**

The Executive shall receive from the Corporation an annual salary of U.S. Two Hundred Fifteen Thousand Dollars (USD \$215,000) (the "**Base Salary**"), beginning upon the Commencement Date. On January 1, 2014, the Executive's Base Salary shall increase to U.S. Two Hundred Twenty Eight Thousand Dollars (USD \$228,000). The Base Salary shall be subject to review by the Compensation Committee of the Board on a yearly basis thereafter, provided that such Base Salary, as in effect from time to time, may be increased but not reduced, and will include at a minimum a cost of living adjustment (as measured by the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) prepared by the Bureau of Labor Statistics), and this revised Base Salary shall take effect on January 1 of each calendar year and shall be the Base Salary for the subsequent review. Salary shall be paid to the Executive, in lawful currency of the United States, in equal consecutive semi-monthly installments or in such other manner as may from time to time be agreed between the Corporation and the Executive, less all appropriate withholdings required by law, and pursuant to the Corporation's regular payroll practices.

6. **Automobile**

The Corporation shall pay to the Executive a monthly automobile allowance in the amount of U.S. Seven Hundred Dollars (USD \$700) during the first Employment year, which shall cover all related operating expenses, including, without limitation, insurance, registration, gas, maintenance and repairs. This monthly automobile allowance shall be increased to US Eight Hundred and Fifty Dollars (USD \$850.) from January 1, 2014.

7. **Business Expenses**

- 7.1 The Corporation shall reimburse the Executive for all reasonable traveling, entertainment and other business expenses actually and properly incurred by him in connection with the performance of his duties hereunder, upon presentation of acceptable documentary evidence that such expenses have been incurred.
- 7.2 The Corporation shall bear all costs and attorneys' fees related to obtaining a Visa or other immigration or travel documents legally required for Executive to work in Canada and travel between the United States and Canada in the course of performing his duties.

---

**8. Directors' and Officers' Liability Insurance**

The Corporation hereby agrees to indemnify the Executive in accordance with the provisions of its by-laws, as such provisions may be expanded from time to time. The Corporation shall obtain directors and officers liability insurance.

**9. Benefits**

**9.1 Benefit Plans**

The Executive shall be entitled to participate in such group life, medical and disability insurance plans and any other benefits as may be provided by the Corporation for its senior management executives from time to time.

**9.2 Communications Equipment**

The Corporation shall provide the Executive and pay for a mobile telephone, laptop computer and other communications equipment that the Executive may use in connection with his duties hereunder (e.g. home fax, home internet access, Blackberry or similar device etc.), and shall pay for the monthly fees and reasonable use of same.

**9.3 Working From Home**

Executive may work one business day per week from his home, provided his absence does not interfere with the performance of his duties or in any way damage the well being of the Corporation.

**10. Incentive Plans**

**10.1 Short Term Incentive Plan: Bonus**

The Executive shall be entitled to receive an annual bonus in respect of each fiscal year that falls, in whole or in part, during the term of the Executive's employment hereunder, which will be awarded on the basis of accomplishment of specific objectives in two categories, namely company financial performance and personal goals.

The Executive's full bonus for meeting such performance targets shall be fifty percent (50%) of Base Salary. For clarity, for the first Employment Year this target bonus shall be fifty per cent (50%) of US Two hundred fifteen Thousand Dollars (USD \$215,000). Assessment of performance level will be based fifty percent (50%) on defined financial and other criteria for the Corporation, and fifty percent (50%) on the accomplishment of specified personal performance goals by the Executive. With both of these categories, a value will be placed on each specific element within that category. This approach is consistent with the current bonus program in place for senior management team.

The establishment and elaboration of the criteria for both of these performance categories, prior to the commencement of any year, and the subsequent assessment of performance results within those categories at year end, shall be done by the Compensation Committee of the Board, in consultation with the CEO, Chairman of the Board, and Executive, so as to reach a conclusion on the extent to which the bonus has been earned. Performance targets shall be established by the Executive and the Board before or within the first quarter of each fiscal year.

Any bonus payable pursuant to this Section 10.1 shall be payable not later than March 14<sup>th</sup> following the fiscal year-end.

**10.2 Long Term Incentive Plan: Stock Options**

Pursuant to its 2006 Stock Option Plan (the "Plan"), upon execution of this Agreement and pursuant to the terms of a separate stock option agreement to be executed between the Corporation and the Executive, the Corporation has agreed to grant a total of six hundred thousand (600,000) stock options on the following schedule:

- (a) Four hundred eighty thousand (480,000) or eighty percent (80%) of options shall be granted on the Commencement Date;
- (b) One hundred twenty thousand (120,000) or twenty percent (20%) of options shall be granted on January 1, 2014;
- (c) All the options granted on the Commencement Date will vest on December 31, 2015, and all the options granted on January 1, 2014 will vest on December 31, 2016, each with a five-year term from the date of grant, and representing slightly more than 1% of the fully diluted shares of the Corporation as of December 1, 2012.

The vesting of any option is subject to the condition that Executive is still employed by the Corporation on the relevant vesting date, unless otherwise provided in the termination provisions of this Agreement. All current options held by Executive, which have not vested by the Commencement Date, will lapse upon his resignation from the Board of Directors.

Other than as specifically set forth in this Section 10, and in Section 12.2(b)(iv), any grant of stock options to the Executive will be subject to such terms and conditions as are set out in the Corporation's stock option plan. Any stock option grants must be made with an exercise price of not less than fair market value.

**11. Vacation and Holidays**

- 11.1 During each twelve (12) month period of his employment, the Executive shall be entitled to twenty five (25) days paid vacation, to be taken at such time(s) convenient to the Executive and the Corporation. Vacation entitlement may be

---

carried over from one Employment Year to the next only if it is then used within the first three months of that following Employment Year.

- 11.2 In addition to the Canadian holidays observed under Corporation policy, Executive may observe the U.S. Thanksgiving holiday and the Fourth of July holiday.

**12. Termination of Employment**

**12.1 Definitions**

For purposes of this Section 12 and of Section 13 of this Agreement, the following words and expressions shall have the meaning ascribed to them below:

- (a) **“Accruals”** means: (i) any accrued but unpaid Base Salary and accrued but unpaid vacation pay through to the date of termination of employment of the Executive; (ii) benefits accrued and earned by the Executive through to the date of termination (if any) in accordance with the applicable plans and programs of the Corporation; and (iii) any business expenses incurred by the Executive in accordance with the provisions hereof, but not yet paid as of the date of termination, less all appropriate withholdings required by law.
- (b) **“Cause”** shall include (i) commission of an act of dishonesty, fraud, embezzlement, misappropriation, or intentional and deliberate injury or material breach of fiduciary duty, or material breach of the duty of loyalty related to or against the Corporation or its business, or any unlawful or criminal activity of a serious nature involving any felony, or conviction by a court of competent jurisdiction of, or pleading guilty or nolo contendere to, any felony or any crime involving moral turpitude, (ii) any material breach by the Executive not cured within 30 days of written notice thereof, of any covenant, term, provision of or obligation under any agreement with the Corporation, including this Agreement or any other employment, confidentiality/non-disclosure, assignment of inventions or non-competition agreement, or (iii) gross negligence or willful misconduct by the Executive related to the Executive’s performance or non-performance of Executive’s duties under this Agreement that has a material adverse effect on the Corporation or any Subsidiary; or (iv) Executive’s failure to obtain or keep current any required Visa, work permit, travel document, or other documentation required to work in Canada and / or travel between the United States and Canada, or (v) Executive’s failure to perform his duties in a reasonably acceptable manner, as determined by the President during Executive’s first Employment Year and by the Board during Executive’s subsequent employment thereafter.
- (c) **“Good Reason”** shall be limited to mean the occurrence, without the Executive’s prior written consent, of any of the following circumstances:

(i) a material reduction in Executive's duties and responsibilities; (ii) a material reduction by the Corporation in Executive's then current annual Base Salary or benefits as provided for in this Agreement; (iii) any assignment of duties to the Executive which are materially inconsistent with the Executive's position. If one of the above circumstances occurs, the Executive must notify the Corporation of such circumstance within 60 days. The Corporation shall then have 30 days in which to remedy such circumstance.

- (d) For purposes of this Section 12 and only for such purposes, "**Change in Control**" shall mean any change of control, in fact or in law, including (i) any sale, transfer or any other disposition or transaction or series thereof, directly or indirectly, pursuant to or as a result of which any person or group of persons or entities acting together or in concert shall acquire, hold or exercise, whether directly or indirectly, rights over securities to which are attached more than fifty percent (50%) of the votes that may be cast to elect directors of the Corporation, or which entitle the holder(s) thereof to more than fifty percent (50%) of the economic value of the Corporation, or (ii) a sale or assignment of all or substantially all of the Company's assets in one transaction or a series thereof, or (iii) the complete liquidation or dissolution of the Corporation, or (iv) a merger or consolidation involving the Corporation in which the persons or entities who were the shareholders of the Corporation prior to the transaction do not now own more than 50% of the equity or voting interests in the surviving entity, but shall not include a change of control resulting from the issuance by the Corporation of securities from treasury pursuant to a financing. For purposes of this Section 12 and only for such purposes, "**Change in Control**" shall not mean: (i) the departure of Dr. Horst Zerbe or Ingrid Zerbe, either from positions in Corporation management or on the Board; or (ii) a material change in the composition of the Board.
- (e) "**Permanent Disability**," for purposes of this Agreement, means the disability of the Executive such as would entitle the Executive to receive disability income benefits pursuant to the long-term disability plan of the Corporation then covering the Executive or, if no such plan exists or is applicable to the Executive, the permanent and total disability of the Executive within the meaning of U.S. Section 22(e)(3) of the Code.
- (f) For purposes of this Agreement, a termination of employment shall mean a "**Separation from Service**" as defined in Section 409A of the U.S. Internal Revenue Code of 1986, as amended ("**Section 409A**"), and the regulations thereunder.

#### 12.2 **Termination By The Corporation With Or Without Cause**

Notwithstanding anything contained herein, the Corporation may terminate the employment of the Executive under this Agreement:

- 
- (a) For Cause, in which case the Executive shall not be entitled to: (i) a notice period; (ii) any compensation whatsoever, including but not limited to Base Salary, a Short Term Incentive Plan bonus or any pro rata amount thereof, or any insurance benefits; or (iii) damages or payment of any nature whatsoever, save for any Accruals; or
  - (b) Upon fifteen (15) days written notice to Executive, the Corporation may terminate Executive's employment without cause, in which case the Executive shall be entitled to any Accruals and the following payments and benefits, less all appropriate withholdings required by law (the "Termination Benefits"), for a period of up to eighteen (18) months following termination (the "Severance Period"):
    - (i) A lump-sum payment equivalent to the aggregate amount of Base Salary that would have been payable during the Severance Period;
    - (ii) Continued participation in all employee benefits plans and programs in which the Executive was participating on the date of termination of employment, if and as permitted thereunder, or if not permitted then reimbursement for purchase of equivalent benefits, until the earlier of: (a) the expiration of the Severance Period; and (b) the date on which the Executive receives equivalent coverage and benefits under other plans and programs of a subsequent employer;
    - (iii) Payment of a Short Term Incentive Plan bonus for the period from the beginning of the then current fiscal year through to the date of termination of employment, calculated as a pro rata share of the previous year's Short Term Incentive Plan bonus; and
    - (iv) Any stock options that are unvested at the date of termination of employment shall immediately vest.

### 12.3 **Termination By Executive**

The Executive may terminate his employment under this Agreement at any time.

- (a) If Executive terminates his employment for Good Reason, provided Executive has notified the Corporation of such circumstance within 60 days of the circumstance occurring and has given the Corporation at least 30 days in which to remedy such circumstance, Executive shall be entitled to any Accruals and all the Termination Benefits outlined in section 12.2(b) above.
- (b) Upon fifteen (15) days written notice to the Corporation, the Executive may terminate his employment hereunder at any time within a period of six (6) months following a Change in Control; in such event, the

---

Corporation shall pay the Executive any Accruals, and provide him with the Termination Benefits outlined in section 12.2(b) above.

- (c) Executive may voluntarily terminate his employment upon fifteen (15) business days written notice to the Corporation. If the Executive voluntarily resigns from his employment with the Corporation at any time other than as described in section 12.3(a) or (b) of this Agreement, this Agreement shall terminate and the Corporation shall have no further obligations hereunder except to pay to the Executive (or his estate, as the case may be) any Accruals.

**12.4 Termination Due To Death Or Permanent Disability**

This Agreement will terminate upon the Executive's death or Permanent Disability, and the Corporation shall have no further obligations hereunder except to pay to the Executive (or his estate, as the case may be) any Accruals.

**12.5 Payment of Termination Benefits**

- (a) The Corporation shall only be obligated to pay the Termination Benefits provided above if the Executive (i) has returned all Corporation property in the Executive's possession, and (ii) signs (and does not revoke) a standard Severance Agreement and Release of Claims provided by the Corporation on or about the date of termination (the "Release"), and such Release becomes effective by the date specified by the Corporation no later than 30 days after the Executive's separation from the Corporation.
- (b) All payments to the Executive contemplated by the Termination Benefits shall be made by the Corporation within ten (10) business days of the effective date of the Release. Furthermore, it is specifically understood and agreed that the Executive shall have no obligation to mitigate damages or seek other employment or compensation in the event he is entitled to receive Termination Benefits under any provision of this Agreement, and except as otherwise expressly provided, payments made as part of such Termination Benefits shall not be offset by compensation or remuneration received from other sources.

**12.6 Payment Subject to Section 409A**

In the event the Executive is determined to be a "specified employee" within the meaning of Section 409A (2)(B)(i), and some or a portion of the payments under this Agreement are subject to and are not otherwise exempt from Section 409A, payment of such amounts that are subject to Section 409A shall be delayed until the first day following the six (6) month anniversary of the Executive's Separation from Service.



---

**13. Sufficiency of Payment**

The Executive acknowledges that the amounts and benefits contemplated in Section 12 hereof are fair and reasonable and that such amounts cover any and all amounts which may be owing or payable by the Corporation in respect of his employment and the termination thereof, whether as prior notice, compensatory payment in lieu of prior notice, indemnity in lieu of notice of termination, severance pay, vacation, bonus, incentive, allowance, expenses, benefits or contractual or extra-contractual damages pursuant to any provision of law, contract, policy, plan, regulation, decree or practice whatsoever. Except as expressly contemplated in Section 12 and except for any rights which he may have with respect to the indemnification to be provided by the Corporation pursuant to Section 8, whether under its by-laws or otherwise, the Executive specifically acknowledges and agrees that neither he nor his estate shall be entitled to receive any other or additional amounts from the Corporation upon ceasing to be an employee.

**14. Confidentiality**

14.1 The Executive acknowledges that, in the course of his employment with the Corporation, he will have access to and be entrusted with confidential and proprietary information and trade secrets of or relating to the Corporation, which information is not part of the public domain, and which the Corporation has a legitimate interest in protecting. Such information and trade secrets include, but are not be limited to the following:

- (a) The identity of the Corporation's clients; the Corporation's client lists; the products and/or services offered or provided to the Corporation's clients, the prices charged for such products or services; the volume of sales made to such clients, the particular needs of such clients; and the methods or arrangements implemented by the Corporation or any Member thereof to service or do business with such clients;
- (b) The identity of the Corporation's suppliers; lists of suppliers; the products and/or services purchased from such suppliers, the prices paid to such suppliers, and the financial or other particular arrangements made between such suppliers and the Corporation or any Member thereof,
- (c) The identity of the Corporation's employees, the list(s) of employees of any Member of the Corporation, the salary, remuneration, other employment benefits and/or training provided to such employees;
- (d) Any information concerning the actual or planned creation, production, development, marketing, sale, distribution and/or licensing of any products or services by the Corporation or any Member thereof;
- (e) Any technique, process, method of doing business, or sales, marketing, product development or business plans or strategies, surveys, designs, inventions or other intellectual property of the Corporation or any Member thereof, including all antecedent derivative works; and

- 
- (f) Any information concerning the financial affairs of the Corporation or any Member thereof and any negotiations, licensing or other business agreements between any Member of the Corporation and third parties.

Sections 14.1(a) – (f) are referred to collectively as “**Confidential Information.**” The Executive acknowledges and agrees that the foregoing are only examples of the types of trade secrets, confidential and proprietary information that will be made known to him by reason of his employment with the Corporation, and are not to be construed as an exhaustive list of such information. It is also understood that the term “Confidential Information” does not include information which is or becomes generally known to the public without any breach by the Executive of his obligations hereunder or any fault on the part of the Executive.

- 14.2 The Executive covenants and agrees that, during his employment with the Corporation, and at all times subsequent to the termination of his said employment, for whatever reason, whether voluntary or involuntary, he shall not, directly or indirectly, in any manner or for any purpose whatsoever, except for the business purposes of the Corporation and as may be reasonably required in the normal and loyal performance of his employment duties hereunder or unless and to the extent he is specifically required to do so by Court order, use, copy or reproduce or allow to be used, copied or reproduced any Confidential Information or disclose, transmit, transfer or communicate or allow to be disclosed, transmitted, transferred or communicated any Confidential Information to any person, firm, business, corporation, partnership, joint venture, syndicate, association, governmental organization or authority, or any other type of entity or group, endowed or not with juridical personality.
- 14.3 The Executive acknowledges and agrees that the Confidential Information, and all materials, documents, files and records relating thereto, are and shall remain the exclusive property of the Corporation.
- 14.4 The Executive covenants and agrees that, upon the request of the Corporation and, in any event, upon the termination of his employment with the Corporation, for whatever reason, whether voluntary or involuntary, he will return to the Corporation immediately, without making or keeping any copies or reproductions thereof, in whatever form, all Confidential Information, however captured, stored or recorded, as well as all materials, documents, files, records, diskettes, notebooks, and other property of the Corporation which are in his possession, or under his custody or control.

## **15. Intellectual Property**

- 15.1 Any and all inventions and improvements thereon, processes, information and/or data which the Executive may make, conceive and/or compile during his employment, whether alone or in concert with others, relating or in any way pertaining to, or connected with any of the matters which have been, are or may become, during his employment, the subject of the business, investigations and/or

---

research and development program of the Corporation or in which the Corporation has been, is or may become interested during his employment (collectively, the “**Inventions**”), shall be the sole and exclusive property of the Corporation. It is understood and agreed, however, that the term Inventions shall not include any inventions, or improvements thereon, processes, information and/or data which the Executive makes, conceives or compiles in the context of his involvement with any advisory board or as a director of any other corporation, as permitted pursuant to section 4 hereof. The Executive hereby assigns to the Corporation, without any limitation whatsoever, any and all right, title and interest in and to the Inventions.

Further, the Executive hereby waives, without any limitation whatsoever, to the benefit of the Corporation, its successors, assigns and licensees any moral rights which he may have with respect to the Inventions for the term of such right.

- 15.2 The Executive will, whenever requested to do so by the Corporation, either during or after the termination of his employment, for any reason whatsoever, execute any and all applications, assignments and other instruments which the Corporation shall deem necessary in order to apply for and obtain letters patent of Canada and/or foreign countries for such Inventions and in order to assign and convey to the Corporation the sole and exclusive right, title and interest in and to such Inventions, applications and patents.
- 15.3 To the end that Sections 15.1 and 15.2 hereof may be effectively carried out, the Executive shall promptly inform and disclose to the Corporation all inventions, improvements, processes, applications, data and/or other information made, conceived and/or compiled by him during the Term.
- 15.4 The requirements of this Section 15 do not apply to any intellectual property which covers those inventions for which no equipment, supplies, facility or trade secret information of the Corporation was used and which was developed entirely on the Executive’s own time, and:
  - (a) which does not relate directly to the Corporation’s business or to the Corporation’s actual or demonstrably anticipated research or development, or
  - (b) which does not result from any work the Executive performed for the Corporation. Except as previously disclosed to the Corporation in writing, the Executive does not have, and will not assert, any claims to or rights under any intellectual property as having been made, conceived, authored or acquired by the Executive prior to his employment by the Corporation.

**16. Non-Competition and Non-Solicitation Covenants**

- 16.1 “**Corporation Product**” means any actual or projected product, product line or service that is or has been designed, developed (or is under active development), manufactured, marketed or sold by the Corporation prior to or during the term of

---

this Agreement or regarding which the Corporation has conducted or acquired research and development prior to or during the term of this Agreement.

- 16.2 The Executive expressly covenants and agrees that, during his employment and for a period of eighteen (18) months from the date on which his employment by the Corporation terminates, for whatever reason, whether voluntary or involuntary, he will not, directly or indirectly:
- (a) Anywhere in North America, engage in, whether as a sole proprietor, partner, shareholder or in any other proprietary capacity whatsoever, or provide support and/or assistance in any other form whatsoever, to any person, firm or corporation engaged in the design, development, manufacture, sale, solicitation of sale, marketing, testing, research or other business activities for a medical product, product line or service designed, developed, manufactured, marketed or sold by anyone other than the Corporation that diagnoses, treats, performs, addresses the same or substantially similar medical problems or procedures as a Corporation Product during the Term or at the date of such termination of employment, as the case may be;
  - (b) Anywhere in North America, be employed by, act as an Executive or adviser to, or be the agent or representative of any person, firm or corporation engaged in developing, manufacturing, licensing, marketing or distributing any product that competes with a product developed, manufactured, licensed, marketed or distributed by the Corporation during the Term or at the date of such termination of employment, as the case may be;
  - (c) Solicit or attempt to solicit any customer or entice any such customer of the Corporation to cease dealing with the Corporation, in all such cases with a view to giving, selling or providing to such customer any products or services similar to the products or services sold or provided by the Corporation at the time of the cessation of his employment; or
  - (d) Solicit, induce, or otherwise persuade any executive or employee of the Corporation to terminate his employment or to cease providing services to the Corporation.

16.3 **Permitted Activities**

The restrictions contained in Section 16.2 will not prevent the Executive from accepting employment with any larger pharmaceutical or medical products organization with separate and distinct divisions that do not compete, directly or indirectly, with the Corporation, as long as prior to accepting such employment the Corporation receives separate written assurances from the prospective employer and from the Executive, satisfactory to the Corporation, to the effect that the Executive will not render any services, directly or indirectly, to any

---

division or business unit that competes, directly or indirectly, with the Corporation. During the restrictive period set forth in Section 16.2, the Executive will inform any new employer, prior to accepting employment, of the existence of this Agreement and provide such employer with a copy of this Agreement. Further, the restrictions in Section 16.2 will not prohibit the Executive from owning up to 5% of the capital stock of a publicly traded pharmaceutical or medical device company even if such public company has a product line which may compete with a Corporation Product. In the event that in any legal proceedings before a competent tribunal in any jurisdiction, it is determined that any of Sections 16.2(a), (b), (c) or (d) or any part of the said Sub-sections, is invalid with respect to any particular transaction, that Sub-section or part thereof shall be deemed to be severed from this Agreement for the purposes only of the particular legal proceedings in question, and the said Sub-section shall, in every other respect, continue in full force and effect.

**17. Violation**

- 17.1 The Executive hereby agrees that the restrictions in the foregoing sections and paragraphs are reasonable and necessary in order to permit the Corporation to adequately protect its legitimate interests and competitive position in the marketplace.
- 17.2 The Executive acknowledges that, in the event of any breach by him of any of his obligations under sections 14, 15, 16 and 17, such breach shall cause the Corporation serious and irreparable harm and that injunctive relief will be necessary in such event, without prejudice to any other recourses or remedies available to the Corporation.

**18. General**

- 18.1 The Executive acknowledges that this Agreement is a contract by mutual agreement for at-will employment which has been negotiated and discussed between the parties and entered into as a result thereof.
- 18.2 The terms of this Agreement have been reviewed, voted on, and unanimously approved by the Corporation's Board of Directors.
- 18.3 Except for the 2012 Stock Incentive Plan and the stock option agreement referenced in Section 10.2, this Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, contains all of the agreements between the parties hereto and supersedes all prior written or oral agreements hereto with respect to the subject hereof and any and all such prior written or oral agreements are hereby terminated.
- 18.4 No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the parties hereto. No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise

---

provided in the written waiver, shall be limited to the specific breach waived. Notwithstanding, neither the President or the Board are required to obtain Executive's written agreement to cessation of the working from home benefit outlined in Section 10.3, providing such cessation shall not be unduly required by the President or the Board.

- 18.5 Each and every term, condition and provision of this Agreement is and shall be severable one from the other, and in the event that any term, condition or provision hereof is at any time declared by a court of competent jurisdiction to be void, invalid or unenforceable, same shall not extend to invalidate, make void or make unenforceable any condition or provision of this Agreement, and such term, condition or provision so declared to be void, invalid or unenforceable shall be severed from the rest of this Agreement.
- 18.6 This Agreement shall be binding upon and shall enure to the benefit of the parties hereto, their respective successors, legal representatives and permitted assigns.
- 18.7 The provisions of Sections 14, 15, 16, and 17 shall survive the termination of this Agreement.
- 18.8 The paragraph and section headings herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.
- 18.9 This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The courts of the State of New York shall have exclusive jurisdiction with respect to any disagreement or dispute between the parties regarding this Agreement.
- 18.10 Time is of the essence of this Agreement.
- 18.11 The parties acknowledge that they have required that the present Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant or relating directly or indirectly hereto be drawn up in English. Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention ainsi que de tous documents exécutés, avis donnés et toutes poursuites judiciaires intentées, directement ou indirectement, relativement ou à la suite de la présente convention.
- 18.12 The Corporation is not responsible for the tax consequences for any obligations under this Agreement other than the proper withholding of taxes in accordance with applicable US or Canadian tax law, and is under no obligation to indemnify the Executive for any taxes resulting from this Agreement.

**AND THE PARTIES HAVE SIGNED:**

---

INTELGENX CORP.

Per: \_\_\_\_\_

Rajiv Khosla

*Rajiv Khosla*

---

**SCHEDULE A:**

**Job Description - Chief Operating Officer and Chief Scientific Officer**



---

**SCHEDULE B:**

**Job Description – President and Chief Executive Officer**

CERTIFICATION PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Horst Zerbe, Chief Executive Officer of IntelGenx Technologies Corp. (the "registrant"), certify that:

1. I have reviewed this quarterly report on Form 10-Q of IntelGenx Technologies Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 14, 2013

/s/ Horst Zerbe

Horst Zerbe

Chief Executive Officer

---

CERTIFICATION PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Paul Simmons, Principal Accounting Officer of IntelGenx Technologies Corp. (the "registrant"), certify that:

1. I have reviewed this quarterly report on Form 10-Q/A of IntelGenx Technologies Corp. ;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 14, 2013

/s/ Paul Simmons

Paul Simmons

Principal Accounting Officer

---

CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of IntelGenx Technologies Corporation (the "Company") on Form 10-Q for the period ending March 31, 2013, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Horst Zerbe, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Sec. 1350, as adopted pursuant to Sec. 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge and belief:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Horst Zerbe  
Horst Zerbe  
Chief Executive Officer  
May 14, 2013

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request. The foregoing certifications are accompanying the Company's Form 10-Q solely pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code) and is not being filed as part of the Form 10-Q or as a separate disclosure document.

---

CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of IntelGenx Technologies Corporation (the "Company") on Form 10-Q for the period ending March 31, 2013, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Paul Simmons, Principal Accounting Officer of the Company, certify, pursuant to 18 U.S.C. Sec. 1350, as adopted pursuant to Sec. 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge and belief:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Paul Simmons

Paul Simmons

Principal Accounting Officer

May 14, 2013

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request. The foregoing certifications are accompanying the Company's Form 10-Q solely pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code) and is not being filed as part of the Form 10-Q or as a separate disclosure document.

---