
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

Current Report

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

July 20, 2015

Date of Report (Date of Earliest Event Reported)

IntelGenx Technologies Corp.
(Exact Name of Registrant as Specified in its Charter)

Delaware

(State or other jurisdiction of
incorporation)

000-31187

(Commission File
Number)

870299034

(IRS Employer Identification
No.)

6425 Abrams, Ville St- Laurent, Quebec, Canada
(Address of principal executive offices)

H4S 1X9
(Zip Code)

Registrant's telephone number, including area code: (514) 331-7440

Check the appropriate box below if the Form 8K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17CFR230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17CFR 240.14a -12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d -2(b))
 - Pre-commencement communication pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e -4(c))
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Item 5.02. Appointment of Certain Officers.

Effective July 20, 2015, the Board of Directors of IntelGenx Technologies Corp. (the “Company”) has appointed Andre Godin to serve as the Company’s Chief Financial Officer pursuant to the terms and conditions of a Memorandum of Agreement (the “Agreement”).

Mr. Godin has more than 25 years’ experience in the Biotech/Pharma industry. Most recently, he served as Interim CEO and CFO of Neptune Technologies and Bioresources Inc. and both of its subsidiaries Acasti and NeuroBioPharm. He started with Neptune in 2003 as Vice President, Administration and Finance and was named its CFO in 2008. Prior to joining Neptune, Mr. Godin was President of a dietary supplement corporation and a corporate controller for a pharmaceutical corporation in OTC products.

The Company is not aware of any family relationships, by blood, marriage or adoption, between Mr. Godin and any other director, executive officer, or nominee as a director or officer of the Company.

On July 20, 2015 and effective August 24, 2015, IntelGenx Corp., a wholly owned subsidiary of the Company entered into the Agreement with Andre Godin. Pursuant to the Agreement Mr. Godin will be appointed as the Executive Vice-President and Chief Financial Officer of IntelGenx Corp.

Under the terms of the Agreement, Mr. Godin will be paid an annual salary of \$240,000 beginning on August 24, 2015 (the “Commencement Date”). Mr. Godin shall also receive a monthly automobile allowance of \$850. Pursuant to the Agreement, Mr. Godin was granted 600,000 options to purchase common shares under the Company’s 2006 Stock Option Plan. The options have an exercise price of US\$ 0.58/C\$ 0.75, vest over a period of two years at the rate of 25% every six months, and expire on July 20, 2020. Mr. Godin is also entitled to receive an annual bonus of up to 40% of his base salary for meeting certain performance targets.

If Mr. Godin is terminated for any reason other than for Cause (as defined in the Agreement), then he shall (i) receive a lump sum payment of his base salary that would have been payable for a 12 month period (the “Severance Period”), (ii) be entitled to continued participation in employee benefit plans ending on the earlier of the end of the Severance Period and receipt of equivalent plans of a subsequent employer, and (iii) receive payment of any accrued bonus. In addition, all unvested stock options shall vest immediately (collectively the “Termination Benefits”).

On the occurrence of a Change in Control (as defined in the Agreement), Mr. Godin may terminate the Agreement within a period of six months and the Company shall be required to provide Mr. Godin with the Termination Benefits.

The Agreement contains non-competition and non-solicitation provisions for a period of twelve months on termination of the Agreement for whatever reason whether voluntary or involuntary.

The foregoing description of the Agreement is qualified in its entirety by reference to the copy of the Agreement which appears as Exhibit 10.1 to this Current Report on Form 8-K.

Item 8.01 Other Events .

On July 20, 2014, the Company issued a press release announcing the appointment of Mr. Godin. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

| Exhibit | Description |
|----------------------|---|
| 10.1 | Memorandum of Agreement |
| 99.1 | Press Release dated July 20, 2015 |

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

INTELGEX TECHNOLOGIES CORP.

Dated: July 20, 2015

By: /s/ Horst G. Zerbe

Horst G. Zerbe

President and Chief Executive Officer

EXECUTION COPY

MEMORANDUM OF AGREEMENT executed at Montreal, Quebec, this 20th day of July, 2015.

BETWEEN:

INTELGENX 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, its CEO and President, duly authorized to do so as he declares

(hereinafter called the “ **Corporation** ”)

AND:

André Godin, domiciled and residing at 440 des Carmantines, Laval, Quebec, H7X 0B6

(hereinafter called the “ **Executive** ”)

WHEREAS the Corporation has undertaken to retain the Executive in the positions of Executive Vice-President and Chief Financial Officer beginning August 24, 2015 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. Any payments due to the Executive under the terms of this agreement shall be in lawful Canadian currency.

2. Employment

Subject to the terms and conditions hereinafter set forth, the Corporation hereby agrees to retain the Executive in the positions of Executive Vice-President and Chief Financial Officer beginning August 24, 2015 (the “ **Commencement Date** ”), and the Executive hereby agrees to serve in such capacities.

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 calendar year beginning on January 1, 2016, or fraction thereof, during the term of this Memorandum of Agreement is referred to as an “ **Employment Year** ”. All rights and obligations hereunder shall be prorated during any employment period of less than an 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 the Executive Vice- President and Chief Financial Officer job description, attached here to as **Schedule A** , as modified from time to time by the President and Chief Executive Officer during the first Employment Year.
- 4.2 Beginning upon the Commencement Date, Executive shall report to the President and Chief Executive Officer of the Corporation.

5. **Salary**

The Executive shall receive from the Corporation an annual salary of Two Hundred Forty Thousand Dollars (\$240,000) (the "**Base Salary**"), beginning upon the Commencement Date. 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. Salary shall be paid to the Executive in 26 equal consecutive bi-weekly 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 Eight Hundred Fifty Dollars (\$850), which shall cover all related operating expenses, including, without limitation, insurance, registration, gas, maintenance and repairs.

7. **Business Expenses**

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.

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 Executive will be covered by the Corporation's 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 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, smartphone etc.), and shall pay for the monthly fees and reasonable use of same. Such devices shall be returned to the Corporation upon termination of the Executive's employment.

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 performance and personal goals.

The Executive's target bonus for meeting such performance targets shall be up to forty percent (40%) of Base Salary. 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 its sole discretion, 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 following the fiscal year-end and subject to board approval of any bonus payable and of the audited financial statements or at such other time as may be agreed upon between the Executive and the Corporation. Any performance bonus payable under the Corporation's STIP program for 2015 shall be prorated for the period August 24 to December 31, 2015.

10.2 Long Term Incentive Plan: Stock Options

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 to the Executive a total of six hundred thousand (600,000) stock options which shall vest in accordance with the terms of such separate stock option agreement to be executed between the Corporation and the Executive. 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.

11. Vacation

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.

12. Termination of Employment

12.1 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; and

(b) “ **Cause** ” shall mean “serious reason”, as contemplated by Article 2094 of the *Civil Code of Quebec* .

12.2 If the Executive shall die, 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. If the Executive shall voluntarily resign from his employment with the Corporation at any time other than as described in section 13 of this Agreement, he shall be required to give 15 business days written notice to the Corporation.

12.3 Notwithstanding anything contained herein, the Corporation may terminate the employment of the Executive under this Agreement by notice in writing to the Executive, given at any time, in any of the following events:

- (a) for Cause, in which case the Executive shall not be entitled to a notice period or to any compensation, damages or payment of any nature whatsoever, save for any Accruals; or
- (b) for any reason whatsoever (other than the reasons set out in sub-paragraph a) of this Section 12.3 above, the consequences of which are set forth therein) in which case, in addition to the payment of any Accruals, the Executive shall be entitled to the following payments and benefits in respect of a 12 (twelve) month period (the "Severance Period"), less all appropriate withholdings required by law, such payments and benefits being hereinafter referred to as the "Termination Benefits":
 - (i) payment of a lump-sum indemnity equivalent to the aggregate amount of Base Salary that would have been payable during the Severance Period. Payment of this amount may instead be made by way of salary continuance, if so elected by the Executive;
 - (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, until the earlier of: (i) the expiration of the Severance Period; and (ii) the date on which the Executive receives equivalent coverage and benefits under other plans and programs of a subsequent employer;
 - (iii) payment of a bonus covering the period from the beginning of the then current fiscal year through to the date of termination of employment.
 - (iv) any stock options that are unvested at the date of termination of employment shall immediately vest and expire six months after the date of termination of employment

Except for any payments due to the Executive under 12.3 (b)(iii), all payments to the Executive contemplated by the Termination Benefits shall be made by the Corporation within ten (10) days of the date of termination of the Executive's employment. Any bonus payment due to the Executive pursuant to 12.3 (b)(iii) shall be payable following the fiscal year-end in accordance with the provisions of section 10.1. 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.

13. Termination by the Executive following a Change in Control

13.1 For purposes of this Section 13 and only for such purposes, **Change in Control** ” shall mean:

any change of control, in fact or in law, including 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 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 but shall not include a change of control resulting from the issuance by the Corporation of securities from treasury pursuant to a financing.

The Executive may terminate his employment hereunder at any time within a period of six (6) months following a Change in Control, subject to a requirement to give 15 business days written notice to the Corporation; in such event, the Corporation shall be required to pay the Executive any Accruals, and provide him with the Termination Benefits.

14. 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.

15. Confidentiality

15.1 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 15.1(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.

15.2 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.

- 15.3 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.
- 15.4 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.

16. Intellectual Property

- 16.1 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. 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.

- 16.2 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.
- 16.3 To the end that Sections 16.1 and 16.2 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.
- 16.4 The requirements of this Section 16 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.

17. Non-Competition and Non-Solicitation Covenants

17.1 The Executive expressly covenants and agrees that, during his employment and for a period of twelve (12) 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 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; provided that investments in securities representing less than 10% of the voting securities of any entity the shares of which are publicly traded shall not be deemed a violation of this subparagraph a);
- (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;
- (d) solicit, induce, or otherwise persuade any executive or Executive of the Corporation to terminate his employment or to cease providing services to the Corporation.

In the event that in any legal proceedings before a competent tribunal in any jurisdiction, it is determined that either of Sub-sections a), b), c) or d) of Section 17 above, 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.

17.2 The restrictions contained in Section 17.1 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 17.1, 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 17.1 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 17.1(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.

18. Violation

- 18.1 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.
- 18.2 The Executive acknowledges that, in the event of any breach by him of any of his obligations under sections 15, 16, 17 and 18, 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.

19. General

- 19.1 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.
- 19.2 The terms of this Agreement have been reviewed, voted on, and unanimously approved by the Corporation's Board of Directors.
- 19.3 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.
- 19.4 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.
- 19.5 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.
- 19.6 This Agreement shall be binding upon and shall enure to the benefit of the parties hereto, their respective successors, legal representatives and permitted assigns.
- 19.7 The provisions of Sections 15, 16, 17, and 18 shall survive the termination of this Agreement.
- 19.8 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.
- 19.9 This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec. The courts of the Province of Quebec shall have exclusive jurisdiction with respect to any disagreement or dispute between the parties regarding this Agreement.
- 19.10 Time is of the essence of this Agreement.
- 19.11 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.

AND THE PARTIES HAVE SIGNED:

INTELGENX CORP.

Per: _____

André Godin

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SCHEDULE A:

Job Description – Executive Vice-President and Chief Financial Officer

The Chief Financial Officer is accountable for the administrative, financial, and risk management operations of the Corporation. He will have primary responsibility for planning, implementing, managing and controlling all financial-related activities including the development of financial and operational strategies.

His role includes the direct responsibility for accounting, finance, forecasting, strategic planning, job costing, deal analysis and negotiations and investor relations.

The Chief Financial Officer is a member of the Executive Team and will report directly to the President and Chief Executive Officer of the Corporation. As the Executive Vice President, he will assume a strategic role in the overall management of the company.

Duties and Responsibilities

- Assist in performing all tasks necessary to achieve the organization's mission; help execute staff succession and growth plans; assist the Chief Executive Officer and the Board of Directors in formulating the company's future direction and supporting tactical initiatives.
- Monitor and direct strategic business plans.
- Provide strategic recommendations to enhance financial performance.
- Supervise financing and acquisition due diligence and negotiate financings and acquisitions.
- Oversee the production of financial statements and cash flow projections for use by Executive Management, as well as the Audit Committee and Board of Directors;
- Manage and coordinate all fiscal reporting activities for the Corporation.
- Participate in developing new business; assess the benefits of all prospective contracts and advise the Executive Team on program design and budgets as well as cost effectiveness of development and manufacturing services.
- Ensure effective internal controls are in place and compliance with GAAP and applicable regulatory legislation for financial and tax reporting.
- Train the Finance Unit and other staff on raising awareness and knowledge of financial management matters.
- Oversee and coordinate the preparation of an operating budget. Work with the VP of Operations to ensure compliance with all contractual requirements.
- Oversee all purchasing and payroll activity of the Corporation.
- Attend Board and Subcommittee meetings; including being the lead staff on the Audit/Finance Committee.
- Monitor banking activities of the organization.
- Ensure adequate cash flow to meet the organization's needs.
- Oversee Accounts Payable and Accounts Receivable and ensure a disaster recovery plan is in place.
- Oversee business insurance plans and health care coverage analysis.

- Oversee the maintenance of the inventory of all fixed assets.

IntelGenx Appoints André Godin as New Executive Vice-President and Chief Financial Officer

Saint Laurent, Quebec-(July 20, 2015) - IntelGenx Technologies Corp. (TSXV: IGX) (OTCQX: IGXT) (the "Company" or "IntelGenx") today announced that it entered into an employment agreement with André Godin, CPA, CA as Executive Vice-President and Chief Financial Officer effective August 24, 2015. The board has appointed Mr. Godin as Chief Financial Officer effective immediately.

The board of directors granted stock options to acquire 600,000 common shares under the 2006 Stock Option Plan to Mr. Godin as per his employment agreement. The options have an exercise price of US\$0.58(CAD\$ 0.75), vest over a period of two years at the rate of 25% every six months, and expire on July 20, 2020.

Mr. Godin has more than 25 years experience in the Biotech/Pharma industry. Most recently, he served as Interim CEO and CFO of Neptune Technologies and Bioresources Inc. and both of its subsidiaries Acasti and NeuroBioPharm. He started with Neptune in 2003 as Vice President, Administration and Finance and was named its Chief Financial Officer in 2008. Prior to joining Neptune, Mr. Godin was president of a dietary supplement corporation and a corporate controller for a pharmaceutical corporation in OTC products.

“André brings a wealth of experience in general and financial management to our team,” said Dr. Horst G. Zerbe, President and CEO of IntelGenx. “During his tenure as the CFO of a NASDAQ and TSX listed company, he raised in excess of \$100 million. His vast experience with capital markets both in the United States and Canada will be a key factor in the company’s future growth. We are very fortunate to have found such a strong leader to join our team.”

Mr. Godin is a member of the Canadian Chartered Professional Accountants and the Canadian Institute of Chartered Accountants. He holds a Bachelor of Business Administration degree from Université du Québec à Montreal.

Mr. Godin will join Dr. Horst Zerbe for the upcoming investor update call of the company in the second week of August.

About IntelGenx:

IntelGenx is a drug delivery company focused on the development of oral controlled-release products as well as novel rapidly disintegrating delivery systems. IntelGenx uses its unique multiple layer delivery system to provide zero-order release of active drugs in the gastrointestinal tract. IntelGenx has also developed novel delivery technologies for the rapid delivery of pharmaceutically active substances in the oral cavity based on its experience with rapidly disintegrating films. IntelGenx' development pipeline includes products for the treatment of indications such as severe depression, hypertension, erectile dysfunction, migraine, insomnia, CNS indications, idiopathic pulmonary fibrosis, oncology and pain, as well as animal health products. More information is available about the company at www.intelgenx.com.

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