

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-QSB

(Mark One)

QUARTERLY REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES  
EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2007

TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE EXCHANGE ACT

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

Commission file number: 0-28353

INTEGRAL TECHNOLOGIES, INC.

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

NEVADA

98-0163519

-----  
(State or other jurisdiction of  
incorporation or organization)

-----  
(IRS Employer  
Identification No.)

805 W. ORCHARD DRIVE, SUITE 7, BELLINGHAM, WASHINGTON 98225

-----  
(Address of principal executive offices)

(360) 752-1982

-----  
(issuer's telephone number)

-----  
(Former name, former address and former fiscal year, if changed since last  
report)

Check whether the issuer (1) filed all reports required to be filed by Section  
13 or 15(d) of the Exchange Act during the past 12 months (or such shorter  
period that the issuer 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 issuer is a shell company (as defined in Rule  
12b-2 of the Exchange Act). Yes  No

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

Check whether the issuer filed all documents and reports required to be filed by  
Section 12, 13 or 15(d) of the Exchange Act after the distribution of securities  
under a plan confirmed by a court. Yes  No

APPLICABLE ONLY TO CORPORATE ISSUERS

State the number of shares outstanding of each of the issuer's classes of common  
equity, as of the latest practicable date: AS OF MAY 11, 2007, THE ISSUER HAD

-----  
45,489,969 SHARES OF \$.001 PAR VALUE COMMON STOCK OUTSTANDING.  
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Transitional Small Business Disclosure Format (Check one): Yes  No

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PART 1 - FINANCIAL INFORMATION

Item 1. Financial Statements

INTEGRAL TECHNOLOGIES, INC.  
(A Development Stage Company)  
Consolidated Financial Statements  
March 31, 2007  
(U.S. Dollars)  
(Unaudited)

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INTEGRAL TECHNOLOGIES, INC.  
(A DEVELOPMENT STAGE COMPANY)  
CONSOLIDATED BALANCE SHEET  
(US DOLLARS)

	MARCH 31, 2007	JUNE 30, 2006
	(unaudited)	
<S>	<C>	<C>
ASSETS		
CURRENT		
Cash	\$ 2,739,878	\$ 1,496,818
Accounts receivable	4,000	0
Prepaid expenses	31,982	109,045
TOTAL ASSETS	\$ 2,775,860	\$ 1,605,863
LIABILITIES		
CURRENT		
Accounts payable and accruals	\$ 609,949	\$ 687,603
TOTAL CURRENT LIABILITIES	609,949	687,603
STOCKHOLDERS' EQUITY		
PREFERRED STOCK AND PAID-IN CAPITAL IN EXCESS OF \$0.001		
PAR VALUE		
20,000,000	shares authorized	
308,538	(June 30, 2006 - 308,538) issued and outstanding	308,538
COMMON STOCK AND PAID-IN CAPITAL IN EXCESS OF \$0.001		
PAR VALUE		
150,000,000	shares authorized	
45,489,969	(June 30, 2006 - 44,234,432) issued and outstanding	22,035,483
PROMISSORY NOTES RECEIVABLE	(29,737)	(32,500)
OTHER COMPREHENSIVE INCOME	46,267	46,267
DEFICIT ACCUMULATED DURING THE DEVELOPMENT STAGE	(26,877,929)	(21,439,528)
TOTAL STOCKHOLDERS' EQUITY	2,165,911	918,260
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 2,775,860	\$ 1,605,863

</TABLE>

See notes to consolidated financial statements

<TABLE>  
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INTEGRAL TECHNOLOGIES, INC.  
(A DEVELOPMENT STAGE COMPANY)  
CONSOLIDATED STATEMENT OF OPERATIONS  
(UNAUDITED)  
(US DOLLARS)

<S>	THREE MONTHS ENDED MARCH 31,		NINE MONTHS ENDED MARCH 31,		PERIOD FROM FEBRUARY 12, 1996 (INCEPTION) TO MARCH 31, 2007
	2007	2006	2007	2006	
REVENUE	\$ 4,000	\$ 0	\$ 4,000	\$ 0	\$ 253,308
COST OF SALES	0	0	0	0	216,016
OTHER INCOME	4,000	0	4,000	0	37,292
LICENSE FEE	32,415	0	111,356	2,095	771,756
	0	1	0	1	1
	36,415	1	115,356	2,096	809,049
EXPENSES					
Legal and accounting	66,056	88,211	180,713	172,777	3,690,772
Salaries and benefits (note 2(b))	256,271	136,149	3,092,306	383,523	8,225,448
Consulting (note 2(b))	325,485	159,997	1,910,045	520,155	5,666,653
General and administrative	23,109	35,787	98,023	107,215	995,913
Travel and entertainment	49,379	13,504	117,721	56,165	1,199,975
Bank charges and interest, net	68	372	10,869	833	188,257
Rent	10,389	9,459	30,097	27,831	387,452
Telephone	9,655	13,651	30,696	29,172	396,951
Advertising	570	0	1,004	2,261	321,270
Research and development	31,074	0	70,685	0	918,144
Settlement of lawsuit	0	0	0	0	45,250
Remuneration pursuant to proprietary, non- competition agreement	0	0	0	0	711,000
Financing fees	0	0	0	0	129,043
Write-off of investments	0	0	0	0	1,250,000
Interest on beneficial conversion feature	0	0	0	0	566,456
Write-down of license and operating assets	0	0	0	0	1,855,619
Bad debts	0	0	0	0	52,614
Amortization	0	0	0	8,219	324,386
	772,056	459,391	5,542,159	1,308,151	26,925,203
NET LOSS FOR PERIOD	\$ (735,641)	\$ (459,390)	\$ (5,426,803)	\$ (1,306,055)	\$ (26,116,154)
LOSS PER SHARE	\$ (0.02)	\$ (0.01)	\$ (0.12)	\$ (0.03)	
WEIGHTED AVERAGE NUMBER OF COMMON SHARES OUTSTANDING	45,464,969	42,441,986	45,150,001	42,440,081	

</TABLE>

See notes to consolidated financial statements

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<TABLE>  
<CAPTION>  
INTEGRAL TECHNOLOGIES, INC.  
(A DEVELOPMENT STAGE COMPANY)  
CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY  
(UNAUDITED)  
(US DOLLARS)

	Shares of Common Stock Issued	Common Stock and Paid-in Capital in Excess of Par	Shares of Preferred Stock Issued	Preferred Stock and Paid in-Capital in Excess of Par	Promissory Notes Receivable	Share Subscriptions

<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>		
BALANCE, JUNE 30, 2005	42,439,149	\$	20,522,085	308,538	\$	308,538	\$ (66,500)	\$	0
SHARES ISSUED FOR									
Exercise of options	200,000		134,000	0		0	0		0
Cashless exercise of warrants	35,115		0	0		0	0		0
For services	269,000		191,510	0		0	0		0
Exercise of warrants	1,291,168		1,080,669	0		0	0		0
Repayment of promissory note	0		0	0		0	34,000		0
Dividends on preferred shares	0		0	0		0	0		0
Stock option compensation	0		107,219	0		0	0		0
Net loss for year	0		0	0		0	0		0

BALANCE, JUNE 30, 2006	44,234,432		22,035,483	308,538		308,538	(32,500)		0
SHARES ISSUED FOR									
Exercise of options	25,000		25,000	0		0	0		0
For services	50,000		105,000	0		0	0		0
Private placement	1,180,537		2,361,641	0		0	0		0
Repayment of promissory note	0		0	0		0	2,763		0
Dividends on preferred shares	0		0	0		0	0		0
Stock option compensation	0		4,191,648	0		0	0		0
Net loss for period	0		0	0		0	0		0

BALANCE, MARCH 31, 2007	45,489,969	\$	28,718,772	308,538	\$	308,538	(29,737)	\$	0
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<S>	<C>	<C>	<C>
	Other Comprehensive Income	Deficit Accumulated During the Development Stage	Total Stockholders' Equity (Deficit)
BALANCE, JUNE 30, 2005	\$ 46,267	\$ (19,319,912)	\$ 1,490,478
SHARES ISSUED FOR			
Exercise of options	0	0	134,000
Cashless exercise of warrants	0	0	0
For services	0	0	191,510
Exercise of warrants	0	0	1,080,669
Repayment of promissory note	0	0	34,000
Dividends on preferred shares	0	(15,427)	(15,427)
Stock option compensation	0	0	107,219
Net loss for year	0	(2,104,189)	(2,104,189)
BALANCE, JUNE 30, 2006	46,267	(21,439,528)	918,260
SHARES ISSUED FOR			
Exercise of options	0	0	25,000
For services	0	0	105,000
Private placement	0	0	2,361,641
Repayment of promissory note	0	0	2,763
Dividends on preferred shares	0	(11,598)	(11,598)
Stock option compensation	0	0	4,191,648
Net loss for period	0	(5,426,803)	(5,426,803)
BALANCE, MARCH 31, 2007	\$ 46,267	\$ (26,877,929)	\$ 2,165,911

</TABLE>

See notes to consolidated financial statements

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<TABLE>  
<CAPTION>  
INTEGRAL TECHNOLOGIES, INC.  
(A DEVELOPMENT STAGE COMPANY)  
CONSOLIDATED STATEMENT OF CASH FLOWS  
(UNAUDITED)  
(US DOLLARS)

<S>	<C>	<C>	<C>
	NINE MONTHS ENDED MARCH 31,	NINE MONTHS ENDED MARCH 31,	PERIOD FROM FEBRUARY 12, 1996 (INCEPTION) TO MARCH 31, 2007
	2007	2006	
OPERATING ACTIVITIES			
Net loss	\$ (5,426,803)	\$ (1,306,055)	\$ (26,116,154)
Items not involving cash			
Write-down of investment	0	0	1,250,000

Proprietary, non-competition agreement	0	0	711,000
Amortization	0	8,219	349,940
Other income	0	0	(658,305)
Consulting services and financing fees	94,790	202,500	1,418,783
Stock option compensation	4,191,648	0	5,432,350
Interest on beneficial conversion feature	0	0	566,456
Settlement of lawsuit	0	0	60,250
Write-down of license and operating assets	0	0	1,853,542
Bad debts	0	0	77,712
Changes in non-cash working capital			
Due from affiliated company	0	0	(116,000)
Notes and accounts receivable	(4,000)	0	(113,213)
Inventory	0	0	(46,842)
Prepaid expenses	(17,727)	(8,472)	(31,982)
Other	0	0	(2,609)
Accounts payable and accruals	(89,252)	(128,557)	902,205
<hr/>			
CASH USED IN OPERATING ACTIVITIES	(1,251,344)	(1,232,365)	(14,462,867)
<hr/>			
INVESTING ACTIVITIES			
Purchase of property, equipment and intangible assets	0	0	(200,935)
Assets acquired and liabilities assumed on purchase of subsidiary	0	0	(129,474)
Investment purchase	0	0	(2,000,000)
License agreement	0	0	(124,835)
<hr/>			
CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES	0	0	(2,455,244)
<hr/>			
FINANCING ACTIVITIES			
Share redemption	0	0	(50,000)
Repayments from (to) stockholders	2,763	0	(102,283)
Issuance of common stock	2,491,641	32,000	18,086,475
Advances from stockholders, net of repayments	0	0	1,078,284
Share issue costs	0	0	(227,420)
Subscriptions received	0	0	226,666
Proceeds from convertible debentures	0	0	600,000
<hr/>			
CASH PROVIDED BY FINANCING ACTIVITIES	2,494,404	32,000	19,611,722
<hr/>			
EFFECT OF FOREIGN CURRENCY TRANSLATION ON CASH	0	0	46,267
<hr/>			
INFLOW (OUTFLOW) OF CASH	1,243,060	(1,200,365)	2,739,878
CASH, BEGINNING OF PERIOD	1,496,818	1,791,442	0
<hr/>			
CASH, END OF PERIOD	\$ 2,739,878	\$ 591,077	\$ 2,739,878

</TABLE>

See notes to consolidated financial statements

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INTEGRAL TECHNOLOGIES, INC.  
(A Development Stage Company)  
Notes to Consolidated Financial Statements  
Nine Months Ended March 31, 2007  
(Unaudited)  
(U.S. Dollars)

#### 1. BASIS OF PRESENTATION

These unaudited consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States for interim financial information. These financial statements are condensed and do not include all disclosures required for annual financial statements. The organization and business of the Company, accounting policies followed by the Company and other information are contained in the notes to the Company's audited consolidated financial statements filed as part of the Company's June 30, 2006 Form 10-KSB.

In the opinion of the Company's management, these consolidated financial statements reflect all adjustments necessary to present fairly the Company's consolidated financial position at March 31, 2007 and June 30, 2006 and the consolidated results of operations and the consolidated statements of cash flows for the nine months ended March 31, 2007 and 2006. The results of operations for the nine months ended March 31, 2007 are not necessarily indicative of the results to be expected for the entire fiscal year.

#### 2. STOCKHOLDERS' EQUITY

(a) On September 15, 2006, the Company closed a private placement of 1,180,537 units consisting of common stock at \$2 per share and warrants to purchase 590,269 shares of common stock within two years at an exercise price of \$2.50 per share, provided that in the event that the average closing bid price of a share of the Company's common stock exceeds \$4.50 for ten consecutive trading days, the Company has

the right to redeem the warrants for \$0.01 per share of common stock purchasable hereunder, upon thirty days' written notice (the holder shall have the right to exercise the warrant in accordance with its terms prior to the expiration of the thirty-day period). The purchase price attributable to the warrants was \$0.001 per share of common stock underlying the warrants. Aggregate proceeds from the sale of the common stock and the warrants was \$2,361,641 (\$2,361,051 for the common stock and \$590 for the warrants). At any time commencing sixty days after the close of the offering, the investors can require that the Company prepare and file a registration statement to register the shares of common stock (including the shares underlying the warrants) for resale by the investors. The Company also reserves the right to file such a registration statement at any time after the closing date on its own initiative.

(b) On November 3, 2006, the Company granted an option to a consultant to acquire 100,000 common shares of the Company's common stock, exercisable at a price of \$1.00 per share, until the option expires on November 3, 2007.

On November 6, 2006, the Company granted an option to an officer to acquire 1,000,000 common shares of the Company's common stock, exercisable at a price of \$2.25 per share, until the option expires on June 30, 2010.

On March 23, 2007, the Company granted an option to a consultant to acquire 100,000 common shares of the Company's common stock, exercisable at a price of \$1.00 per share, until the option expires on March 23, 2008.

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INTEGRAL TECHNOLOGIES, INC.  
(A Development Stage Company)  
Notes to Consolidated Financial Statements  
Nine Months Ended March 31, 2007  
(Unaudited)  
(U.S. Dollars)

2. STOCKHOLDERS' EQUITY (Continued)

(b) (Continued)

Pursuant to a consulting agreement with Visionary Innovations Inc, ("Visionary") dated February 16, 2007, the Company agreed to compensate Visionary with 50,000 shares of its restricted common stock upon execution of the agreement, another 50,000 shares on February 16, 2008, and another 50,000 shares on February 16, 2009. The Company also granted to Visionary 125,000 options, which vest on February 17, 2007 at an exercise price of \$2.75, and another 125,000 options, which vest on February 17, 2008 at an exercise price of \$2.75. Visionary is also entitled to a contingent fee equal to 2% of the Net Revenue actually paid to us by new clients or other parties directly introduced by Visionary. The following table summarizes the Company's stock option activity for the period:

<TABLE>  
<CAPTION>

	Number of Shares	Exercise Price Per Share	Weighted Average Exercise Price
<S>	<C>	<C>	<C>
Balance, June 30, 2006	2,295,000	\$0.50 to \$1.16	\$ 0.76
Exercised during the period	(25,000)	\$ 1.00	\$ 1.00
Granted during the period	1,450,000	\$1.00 to \$2.75	\$ 2.16
Balance, March 31, 2007	3,720,000	\$0.50 to \$2.75	\$ 1.31

</TABLE>

The fair value for options granted was estimated at the date of grant using the Black-Scholes option pricing model. During the nine-month period ended March 31, 2007, the Company recorded stock-based compensation of \$1,274,600 as salaries and wages and \$387,010 as consulting expense.

During the nine-month period ended March 31, 2007, the Company extended the expiry date of 880,000 options. These options have been re-measured resulting in \$2,530,038 additional compensation expense recognized in the period, \$1,279,528 is included as part of salaries and benefits and \$1,250,510 is included as part of consulting fees.

The fair value of each option grant is calculated using the following

weighted average assumptions:

<TABLE> <CAPTION> <S>	<C>
Expected life (years)	2.9
Interest rate	3.41%
Volatility	72.76%
Dividend yield	0.00%

</TABLE>

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ITEM 2. PLAN OF OPERATION.

Statements contained herein that are not historical facts are forward-looking statements. Although we believe that the expectations reflected in such forward-looking statements are reasonable, the forward-looking statements are subject to risks and uncertainties that could cause actual results to differ from those projected. We caution investors that any forward-looking statements made by us are not guarantees of future performance and that actual results may differ materially from those in the forward-looking statements. Such risks and uncertainties include, without limitation: well-established competitors who have substantially greater financial resources and longer operating histories, regulatory delays or denials, ability to compete as a start-up company in a highly competitive market, and access to sources of capital.

The following discussion and analysis should be read in conjunction with our financial statements and notes thereto included elsewhere in this Form 10-QSB. Except for the historical information contained herein, the discussion in this Form 10-QSB contains certain forward-looking statements that involve risks and uncertainties, such as statements of our plans, objectives, expectations and intentions. The cautionary statements made in this Form 10-QSB should be read as being applicable to all related forward-looking statements wherever they appear in this Form 10-QSB. Our actual results could differ materially from those discussed here.

To date we have recorded nominal revenues. We are still considered a development stage company for accounting purposes. From inception on February 12, 1996 through March 31, 2007, we have incurred an accumulated deficit of approximately \$26.9 million.

At March 31, 2007, all of our assets were current assets of \$2,775,860, consisting of cash of \$2,739,878, accounts receivable of \$4,000 and prepaid expenses of \$31,982. All of our property and equipment has been fully depreciated.

At March 31, 2007, all of our liabilities were current liabilities of \$609,949, consisting of accounts payable and accruals. Of this amount, payables for legal fees (including associated filing fees) related to patent filings accounting for approximately \$534,000 of the total.

At March 31, 2007, total stockholder's equity was \$2,165,911.

Our net loss for the nine months ended March 31, 2007, was \$5,426,803, compared to a net loss of \$1,306,055 in the corresponding period of the prior fiscal year, an increase of \$4,120,748. This substantial increase in our net loss is attributable to non-cash charges incurred under the expense categories of "salaries and benefits" and "consulting" during the nine months ended March 31, 2007: salaries and benefits of \$3,092,306 included non-cash, stock based compensation charges of \$2,554,128, and consulting of \$1,910,045 included non-cash, stock based compensation charges of \$1,637,520. As described in the notes to the financial statements, these values were determined using the Black-Scholes option pricing model.

The categories of research and development (\$70,685 compared to \$-0-) and travel and entertainment (\$117,721 compared to \$56,165) also reflect increases from the prior period, primarily attributable to our manufacturing agreement with Jasper Rubber Products, Inc.

Our net loss was partially offset by an increase in revenue (\$4,000 compared to \$-0- in the prior period) and other income (\$111,356 compared to \$2,095 in the prior period). There were no cost of sales associated with the revenue during the quarter because the inventory sold had been expensed in a prior period. The category of "other income" consists of interest income and nominal license fees.

For the nine months ended March 31, 2007, our cash used in operating activities was \$1,251,344, which was \$18,979 more than the \$1,232,365 used in the corresponding period of the prior fiscal year.

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For the nine months ended March 31, 2007, our cash provided by financing activities was \$2,494,404, compared to \$32,000 in the corresponding period of the prior fiscal year.

We are not in the manufacturing business and do not expect to make any capital

purchases of a manufacturing plant or significant equipment in the next twelve months.

We anticipate spending approximately \$250,000 over the next twelve months on ongoing research and development (primarily salaries and consulting fees) of the different applications and uses of our technologies.

During the next twelve months, we do not anticipate increasing our staff.

As of March 31, 2007, we had \$2,739,878 in cash on hand. Management believes that there is adequate cash on hand to fund operations over the next twelve months.

Presently, we are focusing all of our resources on the researching, developing and commercializing of our ElectriPlast(R) technologies. Our business strategy focuses on leveraging our intellectual property rights and our strengths in product design and material innovation. We are focusing our marketing efforts on securing licensing agreements for applications of our ElectriPlast(R) technologies with manufacturers of products which would benefit from the incorporation of any of the ElectriPlast(R) applications.

ElectriPlast(R) is an innovative, electrically-conductive resin-based material. The ElectriPlast(R) polymer is a compounded formulation of resin-based materials, which are conductively loaded, or doped, with a proprietary-controlled, balanced concentration of micron conductive materials, then pelletized. The conductive loading or doping within this pellet is then homogenized using conventional molding techniques and conventional molding equipment. The end result is a product that can be molded into any of the infinite shapes and sizes associated with plastics and rubbers, and is non-corrosive, but which is as electrically conductive as if it were metal.

Various examples of applications for ElectriPlast(R) are shielding, lighting circuitry, switch actuators, resistors, medical devices, thermal management and cable connector bodies, to name just a few. We have been working to introduce these new applications and the ElectriPlast(R) technology on a global scale.

Our intellectual property portfolio consists of over ten years of accumulated research and design knowledge and trade secrets. We have sought U.S. patent protection for many of our ideas related to our ElectriPlast(R) technologies. Currently, we have filed 112 U.S. patent applications, 26 of which have been issued or allowed and are pending issuance, and 86 of which have been filed and are pending approval. No assurances can be given that all patent applications will be approved; however, to the extent that patents are not granted, we will continue to attempt to commercialize these technologies without the protection of patents. As patents are issued, we will have the exclusive right to use in the U.S. the design(s) described in each issued patent for the 18-year life of the patent.

#### SUMMARY OF RECENT BUSINESS DEVELOPMENTS

During the quarter ended March 31, 2007, we executed one new patent license agreement (Knowles Electronics, LLC). Below is a summary of each of our commercial agreements concerning our ElectriPlast(R) technology:

##### Patent License Agreement with Heatron, Inc.

-----

In March 2006, we entered into a Patent License Agreement with Heatron, Inc. ("Heatron"), pursuant to which we granted to Heatron the rights to use our ElectriPlast(R) technology for specific applications in the heating and LED lighting markets. Heatron, founded in 1977 and based in Leavenworth, Kansas, is an industry leader in heating element and thermal management designs and solutions.

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We granted to Heatron a non-exclusive, non-sublicensable, non-assignable, worldwide license; however, Heatron's rights are exclusive for the initial two years. The agreement will terminate upon the expiration of the last patent licensed under the agreement, or earlier under certain circumstances.

Heatron paid to us a nominal up-front license fee of \$1.00. Any revenue to be generated by us under the agreement will be from raw materials fees. We have not yet derived revenues from this agreement.

##### Patent License Agreement with Jasper Rubber Products, Inc.

-----

In August 2006, we entered into a Patent License Agreement with Jasper Rubber Products, Inc. ("Jasper"), pursuant to which we granted to Jasper the rights to use our ElectriPlast(R) technology for specific applications within its customer base. Jasper, founded in 1949, and based in Jasper, Indiana, is an industry leader in innovative rubber and plastics development. Jasper manufactures a full range of molded, extruded, lathe-cut rubber and thermoplastic products for major appliance, oil filter, and automotive industries.

We granted to Jasper a non-exclusive, non-sublicensable, non-assignable, worldwide license. The agreement will terminate upon the expiration of the last



patent licensed under the agreement, or earlier under certain circumstances.

Jasper paid to us a nominal up-front license fee of \$1.00. Any revenue to be generated by us under the agreement will be from raw materials fees. We have not yet derived revenues from this agreement.

Manufacturing Agreement with Jasper Rubber Products, Inc.  
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In November 2006, we entered into a Manufacturing Agreement with Jasper Rubber Products, Inc. ("Jasper"), pursuant to which Jasper shall manufacturer for us resin-based conductive, moldable capsules incorporating our ElectriPlast(R) technology. The primary term of the agreement is five years, subject to automatic renewal or termination under certain conditions. Jasper agreed that during the term of the agreement and for a period of 12 months after its expiration or termination for any reason, Jasper will not directly or indirectly compete with us or our ElectriPlast(R) technology.

Patent License Agreement with ADAC Plastics, Inc. d/b/a ADAC Automotive.  
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In November 2006, we entered into a Patent License Agreement with ADAC Plastics, Inc. d/b/a ADAC Automotive ("ADAC"), pursuant to which we granted to ADAC the rights to use our ElectriPlast(R) technology for use in car antennas, cup holder heating elements, driver's seat heating elements and light-emitting diode (LED) packs manufactured and sold by specified customers of ADAC. ADAC is a full-service automotive supplier dedicated to the production of door handles and components, cowl vent grilles, exterior trim, and marker lighting. Founded in 1975 as ADAC Plastics, Inc., the Grand Rapids, Mich.-based company operates facilities in North America and the United Kingdom.

We granted to ADAC a non-exclusive, non-sublicensable, non-assignable, worldwide license. The agreement will terminate upon the expiration of the last patent licensed under the agreement, or earlier under certain circumstances.

ADAC paid to us a nominal up-front license fee of \$1.00. Any revenue to be generated by us under the agreement will be from raw materials fees. We have not yet derived revenues from this agreement.

Patent License Agreement with Esprit Solutions Limited  
-----

In December 2006, we entered into a Patent License Agreement with Esprit Solutions Limited ("Esprit"), pursuant to which we granted to Esprit the rights to use our ElectriPlast(R) technology for the manufacture and sale of products to Esprit's customer base in the Aero/Defense Interconnection and Protective

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Components Industry. Esprit, based in the United Kingdom, specializes in high performance protective systems within the Aerospace and Defense markets.

We granted to Esprit a non-exclusive, non-sublicensable, non-assignable, worldwide license. The agreement will terminate upon the expiration of the last patent licensed under the agreement, or earlier under certain circumstances.

Esprit paid to us a nominal up-front license fee of \$1.00. Any revenue to be generated by us under the agreement will be from raw materials fees. We have not yet derived revenues from this agreement.

Patent License Agreement with Knowles Electronics, LLC  
-----

In January 2007, we entered into a Patent License Agreement with Knowles Electronics, LLC ("Knowles"), pursuant to which we granted to Knowles the rights to use our proprietary ElectriPlast(R) technology for the manufacture and sale of EMF protected molded components. Knowles is the world's leading provider of microphones and receivers to the hearing health industry. They are credited with the miniaturization of the acoustic transducer, which has enabled the design and manufacture of smaller hearing aids.

We granted to Knowles a non-exclusive, non-sublicensable, non-assignable, worldwide license. The agreement will terminate upon the expiration of the last patent licensed under the agreement, or earlier under certain circumstances.

Knowles paid a nominal up-front fee of \$1.00 to Integral. Any revenue to be generated by us under the agreement will be from raw materials fees. We also announced in February 2007 that Knowles made an initial purchase of ElectriPlast(R). This initial order of \$4,000 represents the first commercial order for our ElectriPlast(R) technology.

CES INNOVATIONS 2007 DESIGN AND ENGINEERING AWARD

On November 8, 2006, we issued a press release to announce that our ElectriPlast(R) technology has been selected as a recipient of a CES Innovations 2007 Design and Engineering Award in the Enabling Technologies product category. Presented by the Consumer Electronics Association (CEA) and the International Consumer Electronics Show (CES), the Innovations Awards recognize advancements

in technology and engineering. This year, an independent panel of judges evaluated more than 1,000 entries from over 160 companies.

### ITEM 3. CONTROLS AND PROCEDURES

#### DISCLOSURE CONTROLS AND PROCEDURES

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to management, including the Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management necessarily was required to apply its judgment in assessing the costs and benefits of such controls and procedures.

With the participation of management, our Chief Executive Officer and Chief Financial Officer evaluated the effectiveness of the design and operation of our disclosure controls and procedures at the conclusion of the period ended March 31, 2007. Based upon this evaluation, the Chief Executive Officer and Chief

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Financial Officer concluded that our disclosure controls and procedures were effective in ensuring that material information required to be disclosed is included in the reports that we file with the Securities and Exchange Commission.

There were no significant changes in our disclosure controls or in other factors that could significantly affect those controls subsequent to the date of this evaluation, including any corrective actions with regard to significant deficiencies and weaknesses.

#### INTERNAL CONTROL OVER FINANCIAL REPORTING

Management has not yet completed, and is not yet required to have completed, its assessment of the effectiveness of internal control over financial reporting as required by Section 404 of the Sarbanes-Oxley Act of 2002, as amended.

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### PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS. None.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS.

On February 16, 2007, pursuant to an agreement for services with Visionary Innovations, Inc. ("Visionary"), which is described below under Item 5, we issued 50,000 shares of restricted common stock to Visionary and granted to Visionary 125,000 options which vest on February 17, 2007 at an exercise price of \$2.75, and another 125,000 options which vest on February 17, 2008 at an exercise price of \$2.75. We believe this transaction was exempt from registration under Section 4(2) and Section 4(6) of the Securities Act of 1933 and/or Rule 506 of Regulation D. The transaction did not involve a public offering, no sales commissions were paid, and a restrictive legend was placed on the certificate evidencing the shares.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES. None.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS. None.

ITEM 5. OTHER INFORMATION.

On February 16, 2007, we renewed our agreement with Visionary Innovations, Inc. ("Visionary"). Visionary and its principal, Scott Shaffer, agreed to continue to provide strategic and consulting services to us in connection with the worldwide commercialization of our ElectriPlast(R) technology for a period of three years. As outlined in the agreement, the scope of services to be provided to us by Visionary may include: research of business channels, strategic and negotiation consultation, distributor/client support, governmental channels and research, manufacturing expansion, international licensees and distributors, client introductions, and exit planning.

We agreed to compensate Visionary with 50,000 shares of our restricted common stock upon execution of the agreement, another 50,000 shares on February 16, 2008, and another 50,000 shares on February 16, 2009. We also granted to Visionary 125,000 options which vest on February 17, 2007 at an exercise price of \$2.75, and another 125,000 options which vest on February 17, 2008 at an exercise price of \$2.75. Visionary is also entitled to a contingent fee equal to 2% of the Net Revenue actually paid to us by new clients or other parties directly introduced by Visionary ("Net Revenue" is defined to mean revenue actually received by us from third parties in respect of sales of our products and/or services, license fees, or research grants, net of taxes payable by us

with respect to such amounts and all direct costs incurred by us in generating such revenue).

The foregoing description does not constitute a complete summary of the terms of the agreement with Visionary, and reference is made to the complete text of the agreement, a copy of which is attached as an exhibit to this report and is incorporated by reference herein.

ITEM 6. EXHIBITS.

No.	Description
3.03	Articles of Incorporation, as amended and currently in effect. (Incorporated by reference to Exhibit 3.03 of Integral's quarterly report on Form 10-QSB for the period ended March 31, 2006.)
3.04	Bylaws, as amended and restated on December 31, 1997. (Incorporated by reference to Exhibit 3.04 of Integral's quarterly report on Form 10-QSB for the period ended March 31, 2006.)
10.12	Integral Technologies, Inc. 2001 Stock Plan dated January 2, 2001, as amended December 17, 2001. (Incorporated by reference to Exhibit 10.12 of Integral's registration statement on Form S-8 (file no. 333-76058).)
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10.15	Integral Technologies, Inc. 2003 Stock Plan dated April 4, 2003 (Incorporated by reference to Exhibit 10.15 of Integral's registration statement on Form S-8 (file no. 333-104522).)
10.18	Grant of Option dated June 17, 2005 between Integral and Thomas Aisenbrey. (Incorporated by reference to Exhibit 10.18 of Integral's Current Report on Form 8-K dated June 17, 2005 (filed June 23, 2005).)
10.19	Agreement between the Company and The QuanStar Group, LLC dated June 20, 2005. (Incorporated by reference to Exhibit 10.18 of Integral's Current Report on Form 8-K dated June 17, 2005 (filed June 23, 2005).)
10.20	Patent License Agreement between the Company and Heatron, Inc. dated March 17, 2006. (Incorporated by reference to Exhibit 10.20 of Integral's Current Report on Form 8-K dated March 17, 2006 (filed April 11, 2006).)
10.21	Patent License Agreement between the Company and Jasper Rubber Products, Inc. dated August 25, 2006. (Incorporated by reference to Exhibit 10.21 of Integral's Current Report on Form 8-K dated August 25, 2006 (filed September 19, 2006).)
10.22	Grant of Option dated November 6, 2006 between Integral and Thomas Aisenbrey. (Incorporated by reference to Exhibit 10.22 of Integral's Quarterly Report on Form 10-QSB for the period ended September 30, 2006.)
10.23	Manufacturing Agreement between Integral and Jasper Rubber Products, Inc. dated November 22, 2006. (Incorporated by reference to Exhibit 10.23 of Integral's Current Report on Form 8-K dated November 27, 2006 (filed December 4, 2006).)
10.24	Patent License Agreement between the Company and ADAC Plastics, Inc. d/b/a ADAC Automotive, dated November 28, 2006. (Incorporated by reference to Exhibit 10.24 of Integral's Current Report on Form 8-K dated December 18, 2006 (filed December 20, 2006).)
10.25	Patent License Agreement between the Company and Esprit Solutions Limited, dated December 18, 2006. (Incorporated by reference to Exhibit 10.25 of Integral's Current Report on Form 8-K dated January 9, 2007 (filed January 19, 2007).)
10.26	Patent License Agreement between the Company and Knowles Electronics, LLC, dated January 18, 2007. ((Incorporated by reference to Exhibit 10.26 of Integral's Quarterly Report on Form 10-QSB for the period ended December 31, 2006.)
10.27	Agreement between the Company and Visionary Innovations, Inc., dated February 16, 2007. (Filed herewith.)
31.1	Section 302 Certification by the Corporation's Chief Executive Officer. (Filed herewith).
31.2	Section 302 Certification by the Corporation's Chief Financial Officer. (Filed herewith).
32.1	Section 906 Certification by the Corporation's Chief Executive Officer. (Filed herewith).
32.2	Section 906 Certification by the Corporation's Chief Financial

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SIGNATURES

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

INTEGRAL TECHNOLOGIES, INC.

By: /s/ William S. Robinson

-----  
William S. Robinson,  
Chief Executive Officer

By: /s/ William A. Ince

-----  
William A. Ince,  
Chief Financial Officer and  
Principal Accounting Officer

Date: May 15, 2007

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EXHIBIT INDEX

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----	-----
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- 10.27 Agreement between the Company and Visionary Innovations, Inc., dated February 16, 2007. (Filed herewith.)

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- 31.1 Section 302 Certification by the Corporation's Chief Executive Officer. (Filed herewith).
- 31.2 Section 302 Certification by the Corporation's Chief Financial Officer. Filed herewith).
- 32.1 Section 906 Certification by the Corporation's Chief Executive Officer. (Filed herewith).
- 32.2 Section 906 Certification by the Corporation's Chief Financial Officer. (Filed herewith).

William S. Robinson  
Chairman and Chief Executive Officer  
Integral Technologies, Inc.  
805 W. Orchard Drive  
Suite 7  
Bellingham WA 98225

February 16, 2007

Bill:

This letter sets forth the terms of the agreement for Visionary Innovations Inc. ("Visionary" or the "Advisor"), as the Advisor, to render strategic and consulting services to Integral Technologies, Inc. ("Integral" or the "Company") (the "Agreement").

1) BUSINESS ACTIVITIES  
-----

Visionary agrees to provide the following services to the Company pursuant to the terms of this agreement:

- a) Research of Business Channels - Visionary will assist the Company in its research of potential business channels for the Company's products, evaluate such channels and provide recommendations to the Company.
- b) Strategic and Negotiation Consultation - Upon request by the Company, Visionary will be available to provide strategic and negotiation consulting advice to the Company. This may include, but not be limited to, such things as:
  - i) Planning for and participating in major negotiation with vendors, suppliers and clients
  - ii) Reviewing the business and operations plan, strategic growth plan, and/or financial plan of the Company
  - iii) Supporting Board and Investor meetings, either by teleconference or in person
  - iv) As needed, provide telephonic consultation relating to time sensitive business decisions
- c) Distributor/Client Support - Visionary will review with the Company potential new distributors and clients, provide an evaluation of such organizations, help develop agreements for sales and assist where needed in negotiations for such agreements.
- d) Governmental Channels and Research - Visionary will assist the Company in developing a program to introduce the Company's products to various targeted governmental agencies for the purpose of product sales as well as for potential research grants to enhance or extend the Company's product line.

INTEGRAL TECHNOLOGIES INC. - BUSINESS AGREEMENT  
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- e) Manufacturing Expansion - Visionary will advise the Company in discussions regarding expanding the production capabilities of the Company and will assist in developing a manufacturing plan once alternatives are chosen.
- f) International Licensees and Distributors - Visionary will provide initial research into potential international licensees and distributors, evaluate such organizations and provide input as to the development of any agreements.
- g) Client Introductions - Visionary will assist the Company by providing potential sales leads from its internal and affiliate

relationships.

- h) Exit Planning - Visionary will work with the Company to define various potential exit event scenarios, hold discussions regarding the viability of such events and help the Company prepare any developmental activities necessary to enhance the possibilities of those events happening.
- i) Other Services - Visionary will assist the Company with other services as mutually agreed to by the parties during the term of this Agreement.

2) EXECUTIVE MANAGEMENT  
-----

Visionary will be responsible for reporting directly to the CEO of the Company and all activities shown above will be provided in a direct working relationship with the CEO and others as designated by the Company in its discretion. Visionary will establish and provide an executive management team to the Company to support the services outlined above, subject to the approval of the Company. Visionary's executive management team shall, at all times during the term of this Agreement, be headed by Scott Shaffer.

3) BUSINESS ACTIVITIES AND EXECUTIVE MANAGEMENT FEES  
-----

Prior to the termination of this Agreement pursuant to Section 4, the Company will agree to pay to Visionary for its ongoing executive management services:

- a) a three year contract beginning on the signing of this contract
- b) 50,000 shares upon signing of the contract on February 16, 2007 and another 50,000 shares on February 16, 2008 and another 50,000 shares on February 16, 2009
- c) 125,000 options which vest on February 17, 2007 at a price of \$2.75.
- d) 125,000 options which vest on February 17, 2008 at a of \$2.75.  
Business Development Fee - The Company will pay to Visionary a fee equal to 2% of Net Revenue (as defined below) actually paid to the Company by new clients or other persons directly introduced by Visionary under this Agreement (each, a "Third Party"); provided, however, that Visionary shall only be entitled to receive the fee described in this Section 3(c) if it first identifies the name of the Third Party in writing prior to engaging in negotiations with such Third Party with respect to consummation of a commercial transaction between the Third Party and the Company, and the Company approves the Third Party in writing; provided further, however, that Visionary shall not be entitled to

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INTEGRAL TECHNOLOGIES INC. - BUSINESS AGREEMENT  
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receive the fee provided for under this Section 3(c) with respect to any person with whom the Company had a pre-existing relationship prior to the date of this Agreement, including, without limitation, the entities and other persons set forth on Exhibit A attached hereto unless the Company requests in writing Visionary's participation with such relationship. For purposes of this Agreement, the term "Net Revenue" shall mean revenue actually received by the Company from Third Parties in respect of sales of the Company's products and/or services, license fees, or research grants, net of taxes payable by the Company with respect to such amounts and all direct costs incurred by the Company in generating such revenue (including, without limitation, expenses paid to Visionary pursuant to Sections 6 of this Agreement)

- e) In addition to the above, Integral Technologies will pay a 2 (two) percent fee on gross monies raised through private financings in which Visionary Innovations is the introducing party. This is subject to the above stipulations.

4) TERM

-----

- a) Unless earlier terminated pursuant to Section 4(b) or 4(c) below, the initial term of the Agreement shall begin on the execution hereof and continue for an initial period of one (1) year (the "Initial Term"). Unless terminated by either party at least thirty (30) days prior to the end of the initial one (1) year term, this Agreement will automatically be renewed for successive one-year periods (each a, "Successive Term" and, together with the "Initial Term," the "Term").
- b) This Agreement may be terminated without Cause (as defined in Section 4(c) below) by either party prior to the end of the Term at any time upon thirty (30) days prior written notice, given at any time but not prior to ninety (90) days from the starting date. Visionary agrees to continue to provide regular services and support activities during the thirty (30) day notification period.
- c) This Agreement may be terminated by the Company prior to the end of the Term for Cause immediately upon notice to Visionary. For purposes of this Agreement, the term "Cause" shall mean shall a good faith determination by the Company that there has been: (i) a failure by Visionary to perform its duties hereunder after notice of such failure from the Company, if such failure has not been cured within ten (10) days after receipt of such notice, (ii) any act by, or an event with respect to, Visionary involving embezzlement, theft, material dishonesty, or material harm to the Company's reputation, or a conviction of or plea of nolo contendere to a crime involving moral turpitude or a felony of any of the principals of Visionary, or (iii) any breach of this Agreement by Visionary, if such breach has not been cured within ten (10) days after receipt of such notice.
- d) Upon any termination of this Agreement, all obligations of the parties shall end; provided, however, that no such termination shall affect the obligations of Visionary pursuant to Section 7 below, the indemnification obligations of the Company or Visionary set forth in Section 8 below, or the right of Visionary to receive any retainer and performance fees earned and payable during the term of this Agreement or the right of Visionary to receive reimbursement for its out-of-pocket expenses previously incurred as described below in Section 6. The Company will continue to pay Visionary

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INTEGRAL TECHNOLOGIES INC. - BUSINESS AGREEMENT

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the fees earned in Section 3(c) for all agreements signed before the termination of this Agreement for the duration of such contract.

5) REPORTS AND MEETINGS

-----

- a) Visionary shall, at its expense, provide the Company with the following full and complete reports during the term of this Agreement: (i) written periodic reports summarizing Visionary's efforts with respect to the services described in Section 1 above; (ii) market information from reports which Visionary receives from time to time; and (iii) such other reports as mutually agreed upon by the parties.
- b) Visionary's executive management team and the Company shall maintain a close working relationship which shall include periodic meetings during which the business activities undertaken by Visionary pursuant to this Agreement shall be reviewed and discussed.

6) EXPENSES



-----  
The Company will reimburse Visionary, upon its request, for all reasonable out of pocket expenses, including economy travel, incurred by it in connection with performing services as outlined in this Agreement, provided that any single expense in excess of \$500, or any single event expense in excess of \$1,000 will require the prior written consent of the Company, and aggregate expenses in excess of \$15,000 during the Initial Term or any Successive Term will also require the prior written consent of the Company.

7) INFORMATION AND CONFIDENTIALITY  
-----

- a) Visionary agrees that all non-public information pertaining to the prior, current or contemplated business of the Company are valuable and confidential assets of the Company. Such information shall include, without limitation, information relating to customer lists, bidding procedures, intellectual property, trade secrets, financing techniques and sources and such financial statements of the Company as are not available to the public. Visionary shall hold all such information provided to it in trust and confidence for the Company and shall not use or disclose any such information to any other person except with the prior consent of the Company. The terms of this Agreement and the relationship of the parties shall also be governed by the Confidentiality Agreement between the Company and Visionary dated January 31, 2006 (the "Confidentiality Agreement"). In the event of any conflict between the terms of this Agreement and the terms of the Confidentiality Agreement, the terms of the Confidentiality Agreement shall govern.
- b) Upon request from the Company during or upon the termination of this Agreement, Visionary will provide the Company any and all of its work product information related to the services provided under this Agreement.

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INTEGRAL TECHNOLOGIES INC. - BUSINESS AGREEMENT  
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- c) Visionary acknowledges that any breach of this Section 7 may cause immediate and irreparable injury to the Company and that monetary damages may be inadequate to compensate the Company for such breach. Having acknowledged the foregoing, Visionary agrees that, in the event of such breach, the Company shall be entitled to injunctive relief, in addition to all other remedies available to it at law or in equity. This Section in no way limits the liability or damages that may be assessed against Visionary in the event of a breach of any of the provisions of this Section 7.

8) INDEMNIFICATION  
-----

The Company and Visionary mutually agree to defend, indemnify and hold each other and their directors, officers, employees and agents, harmless from and against any and all claims or liability arising out of their performance under this Agreement except to the extent such claims or liability result from the gross negligence or willful misconduct of the party claiming indemnification rights.

9) INDEPENDENT CONTRACTOR  
-----

It is expressly understood and agreed that Visionary shall, at all times, act as an independent contractor with respect to the Company and not as an employee or agent of the Company, and nothing contained in any agreement shall be construed to create a joint venture, partnership, association or other affiliation, or like relationship, between the parties.

10) AMENDMENT

-----  
No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is evidenced in writing and signed by the parties.

11) NOTICES

-----  
All notices given shall be in writing and shall be deemed to have been provided when delivered by certified or overnight mail to the primary business addresses of the other party.

12) ENTIRE AGREEMENT

-----  
This Agreement contains all of the understandings and agreements of the parties with respect to the subject matter discussed herein. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect.

13) SEVERABILITY

-----  
The invalidity, illegality or unenforceability of any provision or provisions of this Agreement will not affect any other provision of this Agreement, which will remain in full force and effect, nor will the invalidity, illegality or unenforceability of a portion of any provision of this Agreement affect the balance of such provision.

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INTEGRAL TECHNOLOGIES INC. - BUSINESS AGREEMENT

14) CONSTRUCTION AND ENFORCEMENT; VENUE

-----  
This Agreement shall be construed in accordance with the laws of the State of Washington, without application of the principles of conflicts of laws. The parties agree to exclusive jurisdiction of the state and federal courts in Whatcom County, Washington, each party submits to the jurisdiction of those courts, and each party agrees not to object to venue before such courts.

15) BINDING NATURE

-----  
The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns. Visionary cannot assign the work requirements of this Agreement without prior consent of the Company.

16) COUNTERPARTS

-----  
This Agreement may be executed in any number of counterparts, including facsimile signatures, which shall be deemed as original signatures. All executed counter-parts shall constitute one Agreement, notwithstanding that all signatories are not signatories to the original or the same counterpart.

17) ASSIGNMENT

-----  
Visionary shall not assign or delegate any of its obligations under this Agreement without the prior written consent of the Company which shall not be unreasonably withheld, including through a transfer of greater than fifty percent (50%) of the ownership interest of Visionary, through a merger, consolidation or otherwise, or otherwise by operation of law. Any assignment or delegation in contravention of this provision shall be null and void. Except as provided in the preceding sentences, all the terms and

provisions of this Agreement will be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

18) AUTHORIZATION  
-----

The Company represents and warrants that it has the requisite power and authority to enter into and carry out the terms and conditions of this Agreement.

19) NON-WAIVER  
-----

The failure by either party hereto at any time to require performance by the other party or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require the performance with respect thereto or to claim a breach with respect thereto.

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INTEGRAL TECHNOLOGIES INC. - BUSINESS AGREEMENT  
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20) COMPLIANCE WITH LAWS  
-----

Visionary hereby represents and warrants that the conduct of its business is in compliance with all applicable laws, and Visionary has obtained, and will maintain during the term of this Agreement, all licenses necessary for the conduct of its business.

Please confirm that the foregoing correctly set forth our agreement by signing and returning to us a copy of this Agreement.

Sincerely,

/s/ Scott Shaffer

Mr. Scott Shaffer  
Chief Executive Officer and Owner  
Visionary Innovations Inc.  
2800 South Ocean Blvd.  
Penthouse D  
Boca Raton Florida 33432.

Accepted By:

/s/ William S. Robinson

\_\_\_\_\_  
William Robinson  
Chairman and Chief Executive Officer  
Integral Technologies Inc.

Date: 2/16/07

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CERTIFICATION PURSUANT TO  
18 U.S.C. ss.1350, AS ADOPTED PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, William S. Robinson, Chief Executive Officer of Integral Technologies, Inc.,  
certify that:

1. I have reviewed this quarterly report on Form 10-QSB for the period ended  
March 31, 2007 of Integral Technologies, Inc.;
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(s) 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)) for the registrant and 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) 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
  - (c) 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(s) 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 the 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.

May 15, 2007

/s/ William S. Robinson

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William S. Robinson, Chief Executive Officer

CERTIFICATION PURSUANT TO  
18 U.S.C. ss.1350, AS ADOPTED PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, William A. Ince, Chief Financial Officer of Integral Technologies, Inc.,  
certify that:

1. I have reviewed this quarterly report on Form 10-QSB for the period ended March 31, 2007 of Integral Technologies, Inc.;
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(s) 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)) for the registrant and 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) 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
  - (c) 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(s) 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 the 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.

May 15, 2007

/s/ William A. Ince

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William A. Ince, Chief Financial Officer

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

Solely for the purposes of complying with, and the extent required by 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned certifies, in his capacity as the Chief Executive Officer of Integral Technologies, Inc., that, to his knowledge, the quarterly report of the company on Form 10-QSB for the period ended March 31, 2007, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in the report fairly presents, in all material respects, the company's financial condition and results of operations.

May 15, 2007

/s/ William S. Robinson

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William S. Robinson, Chief Executive Officer

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

Solely for the purposes of complying with, and the extent required by 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned certifies, in his capacity as the Chief Financial Officer of Integral Technologies, Inc., that, to his knowledge, the quarterly report of the company on Form 10-QSB for the period ended March 31, 2007, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in the report fairly presents, in all material respects, the company's financial condition and results of operations.

May 15, 2007

/s/ William A. Ince

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William A. Ince, Chief Financial Officer