**SECURITIES AND EXCHANGE COMMISSION**
**Washington, D.C. 20549**

**FORM 10-Q**

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

For the Quarterly period ended June 30, 2017

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

Commission File No. 333-193087

# FOCUS UNIVERSAL INC.

(Exact Name of Small Business Issuer as specified in its charter)

| | |
|---|---|
| **Nevada** | **46-3355876** |
| (State or other jurisdiction of incorporation) | (IRS Employer File Number) |
| **829 Lawson Street** **City of Industry, CA** | **91748** |
| (Address of principal executive offices) | (zip code) |

**(626) 272-3883**
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant: (1) filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the past 12 months (or for such shorter period that the registrant was required to file such reports); and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or such shorter period that the registrant was required to submit and post such files. Yes ☐ No ☒

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

| | |
|---|---|
| Large accelerated filer ☐ | Accelerated filer ☐ |
| Non-accelerated filer ☐ (Do not check if a smaller reporting company) | Smaller reporting company ☒ |
| Emerging growth company ☒ | |

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act) Yes ☐ No ☒

As of August 11, 2017, registrant had outstanding 34,574,706 shares of the registrant's common stock at a par value of $0.001 per share.

**FORM 10-Q**

**FOCUS UNIVERSAL INC.**

**TABLE OF CONTENTS**

## PART I. FINANCIAL INFORMATION

References in this document to "us," "we," or "Company" refer to FOCUS UNIVERSAL INC.

### ITEM 1. FINANCIAL STATEMENTS

### Index to the Financial Statements

| Contents | Page |
| --- | --- |
|  |

**FOCUS UNIVERSAL INC.**
**CONDENSED CONSOLIDATED BALANCE SHEETS**

| | June 30, 2017 (Unaudited) | December 31, 2016 |
|---|---|---|
| **ASSETS** | | |
| Current Assets: | | |
| Cash | $ 650,896 | $ 340,073 |
| Accounts receivable | 22,145 | 35,896 |
| Inventories | 84,653 | 104,832 |
| Prepaid expenses | 7,325 | 7,962 |
| Total Current Assets | 765,019 | 488,763 |
| Property and equipment, net | 7,603 | 8,517 |
| Other Assets: | | |
| Deposits | 7,210 | 24,726 |
| Total Assets | $ 779,832 | $ 522,006 |
| **LIABILITIES AND STOCKHOLDERS' EQUITY** | | |
| Current Liabilities: | | |
| Accounts payable and accrued liabilities | $ 378,547 | $ 372,912 |
| Customer deposit | 104,870 | 57,726 |
| Income tax payable | – | 800 |
| Total Current Liabilities | 483,417 | 431,438 |
| Noncurrent Liabilities: | | |
| Convertible promissory note, net of discount of $420,000 at June 30, 2017 | – | – |
| Deferred rent | – | 468 |
| Total Liabilities | 483,417 | 431,906 |
| **Commitments and Contingencies** | | |
| Stockholders' Equity: | | |
| Common stock, par value $0.001 per share, 75,000,000 shares authorized; 34,574,706 shares issued and outstanding as of June 30, 2017 and December 31, 2016 | 34,575 | 34,575 |
| Additional paid-in capital | 1,791,618 | 1,371,618 |
| Accumulated deficit | (1,529,778) | (1,316,093) |
| Total stockholders' equity | 296,415 | 90,100 |
| Total Liabilities and Stockholder's Equity: | $ 779,832 | $ 522,006 |

*The accompanying notes are an integral part of these unaudited condensed consolidated financial statements*

**FOCUS UNIVERSAL INC. AND SUBSIDIARY**
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**
**(UNAUDITED)**

| | Three Months Ended June 30, 2017 | Three Months Ended June 30, 2016 | Six Months Ended June 30, 2017 | Six Months Ended June 30, 2016 |
|---|---|---|---|---|
| Revenue | $ 128,896 | $ 86,603 | $ 211,086 | $ 170,990 |
| Cost of Revenue | 45,163 | 11,689 | 65,498 | 17,419 |
| Gross Profit | 83,733 | 74,914 | 145,588 | 153,571 |
| Operating Expenses: | | | | |
| Compensation - officers | 30,000 | 30,000 | 60,000 | 60,000 |
| General and administrative | 60,444 | 71,047 | 123,083 | 149,549 |
| Professional fees | 41,797 | 23,059 | 69,777 | 71,042 |
| Research and development | 55,452 | 46,452 | 109,929 | 82,982 |
| Total Operating Expenses | 187,693 | 170,558 | 362,789 | 363,573 |
| Loss from Operations | (103,960) | (95,644) | (217,201) | (210,002) |
| Other Income(Expense): | | | | |
| Interest income (expense), net | 20 | 79 | 53 | (317) |
| Other income | – | 1,990 | 4,763 | 1,990 |
| Other expense | (230) | – | (500) | (250) |
| Total Other Income (Expense) | (210) | 2,069 | 4,316 | 1,423 |
| Loss before income taxes | (104,170) | (93,575) | (212,885) | (208,579) |
| Income tax provision | 800 | – | 800 | 800 |
| Net Loss | $ (104,970) | $ (93,575) | $ (213,685) | $ (209,379) |
| Net Loss Per Common Share: | | | | |
| Basic and Diluted | $ (0.00)* | $ (0.00)* | $ (0.01) | $ (0.01) |
| Weight Average Number of Common Shares Outstanding - Basic and Diluted | 34,574,706 | 34,574,706 | 34,574,706 | 34,574,706 |

* Denotes a loss of less than $(0.01) per share

*The accompanying notes are an integral part of these condensed unaudited consolidated financial statements.*

**FOCUS UNIVERSAL INC.**
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**
**(UNAUDITED)**

| | Six Months Ended June 30, 2017 | Six Months Ended June 30, 2016 |
|---|---|---|
| **Cash Flows from Operating Activities:** | | |
| Net Loss | $ (213,685) | $ (209,379) |
| Adjustments to reconcile net loss to net cash used in operating activities: | | |
| Depreciation expense | 914 | 392 |
| Changes in Operating Assets and Liabilities: | | |
| Accounts receivable | 14,043 | 31,042 |
| Inventory | 20,179 | 10,341 |
| Prepaid expenses | 636 | 10,148 |
| Accounts payable and accrued liabilities | 9,743 | (8,682) |
| Deposit | 13,116 | – |
| Customer deposit | 47,145 | (92,431) |
| Income taxes payable | (800) | (800) |
| Deferred rent | (468) | 260 |
| **Net Cash Used in Operating Activities** | (109,177) | (259,109) |
| **Cash Flows from Investing Activities:** | | |
| Purchase of property and equipment | – | (3,297) |
| Advances to related party | – | (3,155) |
| **Net Cash Used in Investing Activities** | – | (6,452) |
| **Cash Flows from Financing Activities:** | | |
| Proceeds from convertible note payable | 420,000 | – |
| Repayment to related parties | – | (63,369) |
| Repayment to shareholders | – | (19,533) |
| **Net Cash Provided by (Used in) Financing Activities** | 420,000 | (82,902) |
| **Net Change in Cash** | 310,823 | (348,463) |
| **Cash - Beginning of Period** | 340,073 | 832,013 |
| **Cash - End of Period** | $ 650,896 | $ 483,550 |
| **Supplemental Disclosures for Statement of Cash Flows:** | | |
| Interest paid | $ – | $ 501 |
| Income tax paid | $ 800 | $ 800 |

*The accompanying notes are an integral part of these unaudited condensed consolidated financial statements*

**Note 1 – Organization and Operations**

Focus Universal Inc. (the "Company") was incorporated under the laws of the State of Nevada on December 4, 2012 ("Inception"). We are auniversal smart instrument developer and manufacturer, headquartered in the Los Angeles, California metropolitan area, specializing in the development and commercialization of the novel and proprietary universal smart technologies and instruments. Universal smart technology is an innovative, commercial off-the-shelf technology with an innovative soft hardware integrated platform. Our platform provides a unique and universal wireless solution for embedded design, industrial control, test and measurement. Our smart technology software utilizes a smartphone, computer, or a mobile device as a platform and display that communicates and works in tandem with a group of external sensors and probes manufactured by different vendors in a manner that requires the user to have little or no knowledge of their unique characteristics. A typical universal smart instrument consists of a reusable foundation component which include a smartphone, a wireless gateway (Ubiquitor), universal smart application software (our "Application"), and architecture-specific components: the sensor modules, which together perform the functions of traditional instruments and is designated to replace the traditional stand-alone instruments at a fraction of their cost.

Change in Control

On December 29, 2014, Xu Tang and Desheng Wang, two non-affiliate persons, acquired 5,970,000 shares of the Company's Common Stock from the Company's shareholders. This represents over 90% of the Company's outstanding common stock and therefore represents a change in control of the Company's ownership.

Effective immediately on December 29, 2014, Ms. Popova resigned as Chief Executive Officer and President of the Company and Ms. Ignatenko resigned as Treasurer, Secretary, Chief Financial Officer, principal accounting officer, and principal financial officer of the Company. Upon such resignations, Desheng Wang was appointed as the Chief Executive Officer and Secretary of the Company, Xu Tang was appointed as the President of the Company, Yan Chen was appointed as the Senior Vice President, and Messrs. Wang, Tang, and Chen accepted such appointments.

On October 21, 2015, Xu Tang entered into a stock purchase agreement whereby he collectively sold 3,260,000 shares of the Company's Common Stock to eight persons using private funds to purchase the shares. This represents 49.5% of the Company's outstanding common stock and represents a material change in control of the Company's ownership. Buyers include Shuqin Xu (who now owns 19.7% of the Company), Tianzeng Xu and Youjuan Xiong (who now each own 7.5% of the Company) and five other unrelated persons. To the Company's knowledge, there are no arrangements or understandings among members of both the former and new control groups and their associates with respect to election of directors or other matters.

Effective October 21, 2015, Xu Tang and Yan Chen resigned from their positions as President and Senior Vice President, respectively, of the Company. There are no disagreements between the Company and Messrs. Tang and Chen. Dr. Edward Lee has been appointed to serve as President of the Company.

Also, effective October 21, 2015, Dr. Jennifer Gu and Dr. Edward Lee were appointed as directors of the Company, and Dr. Gu and Dr. Lee accepted such appointments. Thereupon, each of Xu Tang and Yan Chen resigned as directors of the Company. Accordingly, the entire Board of Directors consists of Dr. Desheng Wang, Dr. Jennifer Gu, and Dr. Edward Lee.

On December 31, 2015, we filed Articles of Merger with the State of Nevada and filed a Certificate of Merger with the State of California which were the result of an agreement entered into on December 30, 2015, with a related party, Perfecular Inc., ("Perfecular") a California corporation and FCUV Acquisition Corp., a Nevada corporation and a wholly-owned subsidiary of the Company, pursuant to which we agreed to acquire all of the issued and outstanding of 587,712 shares of Perfecular's common stock in exchange for the issuance of 27,994,706 shares of the Company's common stock to the shareholders of Perfecular Inc. in an exchange ratio of 47.6333 to 1. This represents approximately 80% of the outstanding shares of the Company and represents a material change in control of the Company's ownership. Mr. Desheng Wang was the majority stockholder of Perfecular.

**Note 1 – Organization and Operations (continued)**

Change in Control (continued)

The Company and Perfecular were entities under common control; therefore, in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification ("ASC") 805-50-45, the acquisition of Perfecular was accounted for as a business combination between entities under common control and treated similar to a pooling of interest transaction.

Perfecular Inc. was founded in September 2009 and is headquartered in City of Industry, California, and is engaged in designing certain digital sensor products and sells a broad selection of horticultural sensors and filters in North America and Europe.

Change in fiscal year

On December 11, 2015, the Board of Directors of the Company approved a change in the fiscal year end from a fiscal year end on June 30 to a calendar year end on December 31 effective immediately.

The Company made the fiscal year change on a prospective basis and did not adjust operating results for prior periods. The change to the Company's fiscal year did not impact the Company's calendar year results for the year ended December 31, 2015. While the change has had some impact on the prior year comparability of each of the fiscal quarters and annual periods in fiscal years prior to calendar year 2016, the Company believes this impact is minimal.

The Company believes this change provides numerous benefits, including aligning its reporting periods to be more consistent with peer companies.

**Note 2 – Summary of Significant Accounting Policies**

*Basis of Presentation*

The accompanying consolidated financial statements include the accounts of Focus Universal Inc. and its wholly-owned subsidiary, Perfecular Inc. All intercompany balances and transactions have been eliminated upon consolidation. The Company's consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

*Segment Reporting*

The Company currently has one operating segment. In accordance with ASC 280, *Segment Reporting* ("ASC 280'), the Company considers operating segments to be components of the Company's business for which separate financial information is available that evaluated regularly by the Management in deciding how to allocate resources and in assessing performance. The Management reviews financial information presented on a consolidated basis for purposes of allocation resources and evaluating financial performance. Accordingly, the Company has determined that it has a single operating and reportable segment.

*Unaudited Interim Financial Information*

The accompanying unaudited interim consolidated financial statements and related notes have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") for interim financial information, and with the rules and regulations of the United States Securities and Exchange Commission ("SEC") to Form 10-Q and Article 8 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete financial statements.

The unaudited interim consolidated financial statements furnished reflect all adjustments (consisting of normal recurring accruals), which are, in the opinion of management, necessary to a fair statement of the results for the interim periods presented. Unaudited interim results are not necessarily indicative of the results for the full fiscal year. These unaudited interim consolidated financial statements should be read in conjunction with the consolidated financial statements of the Company for the year ended December 31, 2016 and notes thereto contained in the information as part of the Company's Transition Report on the Form 10-KT, which was filed with the Securities and Exchange Commission.

**Note 2 – Summary of Significant Accounting Policies (continued)**

*Cash and Cash Equivalents*

The Company considers all highly liquid investments with a maturity of three months or less to be cash and cash equivalents. At times, such investments may be in excess of Federal Deposit Insurance Corporation (FDIC) insurance limit. There were no cash equivalents held by the Company at June 30, 2017 and December 31, 2016.

*Concentrations of Credit Risk*

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash and cash equivalents. The Company limits its exposure to credit loss by investing its cash with high credit quality financial institutions.

*Fair Value of Financial Instruments*

The Company follows paragraph ASC 825-10-50-10 for disclosures about fair value of its financial instruments and paragraph ASC 820- 10-35-37 ("Paragraph 820-10-35-37") to measure the fair value of its financial instruments. Paragraph 820-10-35-37 establishes a framework for measuring fair value in accounting principles generally accepted in the United States of America (U.S. GAAP), and expands disclosures about fair value measurements.

To increase consistency and comparability in fair value measurements and related disclosures, Paragraph 820-10-35-37 establishes a fair value hierarchy which prioritizes the inputs to valuation techniques used to measure fair value into three (3) broad levels. The fair value hierarchy gives the highest priority to quoted prices (unadjusted) in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. The three (3) levels of fair value hierarchy defined by Paragraph 820-10-35-37 are described below:

- Level 1: quoted market prices available in active markets for identical assets or liabilities as of the reporting date.

- Level 2: pricing inputs other than quoted prices in active markets included in Level 1, which are either directly or indirectly observable as of the reporting date.

- Level 3: Pricing inputs that are generally observable inputs and not corroborated by market data.

Financial assets are considered Level 3 when their fair values are determined using pricing models, discounted cash flow methodologies or similar techniques and at least one significant model assumption or input is unobservable.

The fair value hierarchy gives the highest priority to quoted prices (unadjusted) in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. If the inputs used to measure the financial assets and liabilities fall within more than one level described above, the categorization is based on the lowest level input that is significant to the fair value measurement of the instrument.

The fair value hierarchy gives the highest priority to quoted prices (unadjusted) in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. If the inputs used to measure the financial assets and liabilities fall within more than one level described above, the categorization is based on the lowest level input that is significant to the fair value measurement of the instrument.

The carrying amount of the Company's financial assets and liabilities, such as cash and cash equivalent, prepaid expenses, accounts payable and accrued expenses, approximate their fair value because of the short maturity of those instruments.

Transactions involving related parties cannot be presumed to be carried out on an arm's-length basis, as the requisite conditions of competitive, free-market dealings may not exist. Representations about transactions with related parties, if made, shall not imply that the related party transactions were consummated on terms equivalent to those that prevail in arm's-length transactions unless such representations can be substantiated.

It is not however practical to determine the fair value of advances from stockholders, if any, due to their related party nature.

*Inventory*

Inventory is valued at the lower of the inventory's cost (first in, first out basis) or the current market price of the inventory. Management compares the cost of inventory with its market value and an allowance is made to write down inventory to market value, if lower. .. Inventory allowances are recorded for obsolete or slow moving inventory based on assumptions about future demand and marketability of products, the impact of new product introductions and specific identification of items, such as discontinued products. These estimates could vary significantly from actual requirements if future economic conditions, customer inventory levels or competitive conditions differ from expectations. The Company regularly reviews the value of inventory based on historical usage and estimated future usage. As of June 30, 2017 and December 31, 2016, there was no allowance for slow moving or obsolete inventory.

**Note 2 – Summary of Significant Accounting Policies (continued)**

*Property and Equipment*

Property and equipment are stated at cost. Depreciation is computed using the straight-line method. Estimated useful lives range from three to seven years on all categories of depreciable assets. The cost and accumulated depreciation of assets sold or retired are removed from the respective accounts and any gain or loss is included in earnings. Maintenance and repairs are expensed currently. Major renewals and betterments are capitalized.

Long-term assets of the Company are reviewed when circumstances warrant as to whether their carrying value has become impaired. The Company considers assets to be impaired if the carrying value exceeds the future projected cash flows from related operations. The Company also re-evaluates the periods of amortization to determine whether subsequent events and circumstances warrant revised estimates of useful lives.

*Revenue Recognition*

The Company applies ASC 605-10-S99-1 for revenue recognition. The Company recognizes revenue when it is realized or realizable and earned. The Company considers revenue realized or realizable and earned when all of the following criteria are met: (i) persuasive evidence of an arrangement exists, (ii) the product has been shipped or the services have been rendered to the customer, (iii) the sales price is fixed or determinable, and (iv) collectability is reasonably assured.

The Company derives its revenues from sales contracts with its customer with revenues being generated upon rendering of services. Persuasive evidence of an arrangement is demonstrated via invoice; service is considered provided when the service is delivered to the customers; and the sales price to the customer is fixed upon acceptance of the purchase order and there is no separate sales rebate, discount, or volume incentive.

Perfecular's primary business functions are designing and marketing products. Tianjin Guanglee serves as an original equipment manufacturer ("OEM"). Perfecular determines the product specifications and the sales prices, and bears physical loss risks during shipping. Perfecular collects full amount of accounts receivable from customers through direct wire transfers or letters of credit. Tianjin Guanglee invoices Perfecular for the manufacturing costs and Perfecular pays these invoices.

Allowance for doubtful accounts

The Company provides an allowance for doubtful accounts equal to the estimated uncollectible amounts. The Company's estimate is based on historical collection experience and a review of the current status of trade accounts receivable. It is reasonably possible that the Company's estimate of the allowance for doubtful accounts will change. There was no allowance for doubtful accounts at June 30, 2017 and December 31, 2016.

*Research and development*

Research and development costs are expensed as incurred. Research and development costs primarily consist of efforts to refine existing product models and develop new product models.

*Related Parties*

The Company follows ASC 850-10 for the identification of related parties and disclosure of related party transactions. Pursuant to ASC 850-10-20 the related parties include: a) affiliates of the Company; b) entities for which investments in their equity securities would be required, absent the election of the fair value option under the Fair Value Option Subsection of ASC 825–10–15, to be accounted for by the equity method by the investing entity; c) trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management; d) principal owners of the Company; e) management of the Company; f) other parties with which the Company may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests; and g) other parties that can significantly influence the management or operating policies of the transacting parties or that have an ownership interest in one of the transacting parties and can significantly Influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

**Note 2 – Summary of Significant Accounting Policies (continued)**

*Related Parties (continued)*

The consolidated financial statements shall include disclosures of material related party transactions, other than compensation arrangements, expense allowances, and other similar items in the ordinary course of business. However, disclosure of transactions that are eliminated in the preparation of consolidated financial statements is not required in those statements. The disclosures shall include: (a) the nature of the relationship(s) involved; (b) a description of the transactions, including transactions to which no amounts or nominal amounts were ascribed, for each of the periods for which income statements are presented, and such other information deemed necessary to an understanding of the effects of the transactions on the consolidated financial statements; (c) the dollar amounts of transactions for each of the periods for which income statements are presented and the effects of any change in the method of establishing the terms from that used in the preceding period; and (d) amounts due from or to related parties as of the date of each balance sheet presented and, if not otherwise apparent, the terms and manner of settlement.

*Commitments and Contingencies*

The Company follows ASC 450-20 to report accounting for contingencies. Certain conditions may exist as of the date the consolidated financial statements are issued, which may result in a loss to the Company but which will only be resolved when one or more future events occur or fail to occur. The Company assesses such contingent liabilities, and such assessment inherently involves an exercise of judgment. In assessing loss contingencies related to legal proceedings that are pending against the Company or unasserted claims that may result in such proceedings, the Company evaluates the perceived merits of any legal proceedings or unasserted claims as well as the perceived merits of the amount of relief sought or expected to be sought therein.

If the assessment of a contingency indicates that it is probable that a material loss has been incurred and the amount of the liability can be estimated, then the estimated liability would be accrued in the Company's consolidated financial statements. If the assessment indicates that a potential material loss contingency is not probable but is reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, and an estimate of the range of possible losses, if determinable and material, would be disclosed.

Loss contingencies considered remote are generally not disclosed unless they involve guarantees, in which case the guarantees would be disclosed. Management does not believe, based upon information available at this time that these matters will have a material adverse effect on the Company's financial position, results of operations or cash flows. However, there is no assurance that such matters will not materially and adversely affect the Company's business, financial position, and results of operations or cash flows.

*Stock Based Compensation*

The Company accounts for employee and non-employee stock awards under ASC 718, whereby equity instruments issued to employees for services are recorded based on the fair value of the instrument issued and those issued to non-employees are recorded based on the fair value of the consideration received or the fair value of the equity instrument, whichever is more reliably measurable.

There were no outstanding stock options during the six months ended June 30, 2017 and 2016.

*Income Tax Provision*

Income taxes are accounted for using the asset and liability method. Deferred income taxes are provided for temporary differences in recognizing certain income, expense and credit items for financial reporting purposes and tax reporting purposes. Such deferred income taxes primarily relate to the difference between the tax basis of assets and liabilities and their financial reporting amounts. Deferred tax assets and liabilities are measured by applying enacted statutory tax rates applicable to the future years in which deferred tax assets or liabilities are expected to be settled or realized. There were no material deferred tax assets or liabilities as of June 30, 2017 and December 31, 2016.

As of June 30, 2017, and December 31, 2016, the Company did not identify any material uncertain tax positions.

**Note 2 – Summary of Significant Accounting Policies (continued)**

*Net Income (Loss) Per Common Share*

Net income (loss) per common share is computed pursuant to ASC 260-10-45. Basic net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of common shares outstanding during the period.

Diluted net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of shares of common stock and potentially outstanding shares of common stock during the period to reflect the potential dilution that could occur from common shares issuable through contingent shares issuance arrangement, stock options or warrants.

There were no potentially dilutive debt or equity instruments issued and outstanding at any time during the three and six-month periods ended June 30, 2017 and 2016.

*Cash Flows Reporting*

The Company adopted ASC 230-10-45-24 for cash flows reporting, classifies cash receipts and payments according to whether they stem from operating, investing, or financing activities and provides definitions of each category, and uses the indirect or reconciliation method ("Indirect method") as defined by ASC 230-10-45-25 of the FASB Accounting Standards Codification to report net cash flow from operating activities by adjusting net income to reconcile it to net cash flow from operating activities by removing the effects of (a) all deferrals of past operating cash receipts and payments and all accruals of expected future operating cash receipts and payments and (b) all items that are included in net income that do not affect operating cash receipts and payments. The Company reports the reporting currency equivalent of foreign currency cash flows, using the current exchange rate at the time of the cash flows and the effect of exchange rate changes on cash held in foreign currencies is reported as a separate item in the reconciliation of beginning and ending balances of cash and cash equivalents and separately provides information about investing and financing activities not resulting in cash receipts or payments in the period pursuant to ASC 830-230-45-1.

*Subsequent Events*

The Company follows the guidance in ASC 855-10-50 for the disclosure of subsequent events. The Company will evaluate subsequent events through the date when the financial statements were issued. Pursuant to ASU 2010-09, the Company as an SEC filer considers its financial statements issued when they are widely distributed to users, such as through filing them on EDGAR.

**Note 3 – Property and Equipment**

At June 30, 2017 and December 31, 2016, property and equipment consisted of the following:

| | June 30, 2017 | December 31, 2016 |
|---|---|---|
| Furniture and fixture | $ 9,879 | $ 9,879 |
| Total | 9,879 | 9,879 |
| Less accumulated depreciation | (2,276) | (1,362) |
| Property and equipment, net | $ 7,603 | $ 8,517 |

Depreciation expense for the six months period ended June 30, 2017 and 2016 amounted to $914 and $392, respectively.

**Note 4 – Convertible Promissory Note**

On June 30, 2017, the Company received $420,000 through a convertible promissory note from an unrelated third party. The note bears interest at 10% per annum, is due on June 30, 2020 and is unsecured. The convertible promissory note contains a provision that allows the note holder to convert the outstanding balance into shares of the Company's common stock at $1.75 per shares. The Company determined that the convertible promissory note contained a beneficial conversion feature that was valued at $438,000; however, the amount recorded as the beneficial conversion feature is limited to the face amount of the convertible promissory note. This beneficial conversion feature of $420,000 has been recorded in the financial statements to additional paid-in capital and as a discount to the convertible promissory payable. The debt discount is being amortized over the terms of the convertible promissory note. The Company recognized interest expense of $0 during the six months ended June 30, 2017 related to the amortization of the debt discount.

**Note 5 – Related Party Transactions**

*Compensation Expense to President, Chief Executive Officer, Secretary and Treasurer and Chief Financial Officer*

Compensation for services provided by the President and Chief Executive Officer for the six months ended June 30, 2017 and 2016 amounted to $60,000 and $60,000, respectively.

**Note 6 – Business Concentration and Risks**

Major customers

One customer accounted for 100% and 100% of the total accounts receivable at June 30, 2017 and December 31, 2016, respectively.

Major vendors

One vendor accounted for 94% and 97% of total accounts payable at June 30, 2017 and December 31, 2016, respectively.

**Note 7 – Commitments and Contingencies**

On April 24, 2017, we entered into a two-year industrial/commercial lease within a larger multi-tenant industrial complex with Walnut Park Business Center, LLC. We leased a 2,800-square foot warehouse with a 1,400-square foot office space inside which will allow us to assemble our products as well as efficiently run our administrative operations in the same building. The lease commenced on May 1, 2017 and will end on April 30, 2019. We will pay $3,500 per month until May 1, 2018 when the rent will increase to $3,605 per month. The warehouse is located at 820511 East Walnut Drive North, Walnut, California. Rent expense under this lease will be recognized over the life of the lease term on a straight-line basis. Straight-line monthly rent expense over the life of the lease will be $3,553.

On June 30, 2015, we entered into a two-year industrial/commercial multi-tenant lease at 829 Lawson Street in the City of Industry, California with P.G.A. Lawson Limited Partnership. This lease ended on May 31, 2017. We leased a 9,745-square foot warehouse with a 2,415-square foot office space inside. The lease commenced on April 20, 2015 and ended on April 30, 2017. We paid $7,699 per month until May 1, 2016 when the rent increased by 3%. Rent expense under this lease was recognized over the life of the lease term on a straight-line basis. Straight-line monthly rent expense over the life of the lease was $7,812.

We sub-lease a portion of the property to Perfecular Inc. The lease is a non-cancelable operating lease with monthly rent of $5,000. The lease commenced on May 1, 2015 and expired on May 31, 2017. The sublease income for the six months ended June 30, 2017, amounted to $10,000. Rental income and expense are eliminated on the accompanying consolidated financial statements.

In July 2016, we sub-leased a portion of the property to a third party. The lease is non-cancelable operating lease with monthly rent of $4,400. During the three months ended June 30, 2017, the Company recognized $8,800 in sub-lease income. The lease commenced on July 7, 2016 and expired on May 31, 2017. $3,300 of the rent deposit has been returned to the subtenant.

**Note 8 – Subsequent Events**

The Company has evaluated all events that occurred after the consolidated balance sheet date through the date when the consolidated financial statements were issued to determine if they must be reported. The Management of the Company determined that there were no significant reportable subsequent events to be disclosed except for the following.

On July 28, 2017, the Company received an additional $80,000 from issuing a convertible promissory note to the same person and on the same terms as described in Note 4.

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS AND PLAN OF OPERATION

The following discussion of our financial condition and results of operations should be read in conjunction with, and is qualified in its entirety by, the consolidated financial statements and notes thereto included in, Item 1 in this Quarterly Report on Form 10-Q. This item contains forward-looking statements that involve risks and uncertainties. Actual results may differ materially from those indicated in such forward-looking statements.

**Forward-Looking Statements**

This Quarterly Report on Form 10-Q and the documents incorporated herein by reference contain forward-looking statements. Such forward-looking statements are based on current expectations, estimates, and projections about our industry, management beliefs, and certain assumptions made by our management. Words such as "anticipates," "expects," "intends," "plans," "believes," "seeks," "estimates," variations of such words, and similar expressions are intended to identify such forward-looking statements. These statements are not guarantees of future performance and are subject to certain risks, uncertainties, and assumptions that are difficult to predict; therefore, actual results may differ materially from those expressed or forecasted in any such forward-looking statements. Unless required by law, we undertake no obligation to update publicly any forward-looking statements, whether as a result of new information, future events, or otherwise. However, readers should carefully review the risk factors set forth herein and in other reports and documents that we file from time to time with the Securities and Exchange Commission, particularly the Report on Form 10-K, Form 10-Q and any Current Reports on Form 8-K.

**Narrative Description of the Business**

Focus Universal Inc. ("the Company", "we", "us" or "our") currently conducts business as a handheld sensor systems and filters wholesaler to distribution platforms. We are working on developing a universal sensor node and gateway system that use the data processing capabilities of a smartphone to display readings of multiple probe modules. We are also researching the development of an anti-counterfeit authentication technology that we believe could address the problem of counterfeit production by attempting to authenticate consumer goods.

Through a merger with Perfecular Inc., we strategically expanded our business to the manufacture and marketing of high-tech electronic devices. We realized that Internet marketing would not be sufficient to generate sales of our products, particularly the Ubiquitor product. We are going to focus on all types of marketing, particularly marketing directly to established consumer distributions retailers. For this reason, in 2016 we decided to emphasize our sales of handheld sensors and air filters and discontinue our marketing and advertising business segment. Through the development and creation of our Ubiquitor device, we anticipate that sales and marketing involved with bringing this product to market will require us to hire a number of new employees in order to gain traction in the market as well as continue to expand such sales of our existing sensor and air filter products.

**Our current services include:**

*Scientific Instrument Research and Development and Sales*

Engineers and scientists use instrumentation to observe, understand, and manage real-world data and phenomena, events, and processes related to their industries or areas of expertise. Instrumentation systems that we are researching and developing measure and control electrical signals, such as voltage, current and power, as well as temperature, pressure, speed, flow, volume, torque, light sensing, and vibration for example. Common general-purpose instruments in our market segment include, for example, voltmeters, signal generators, oscilloscopes, data loggers, spectrum analyzers, cameras, and temperature and pressure monitors and controllers. Systems that perform measurement and control can be generally categorized as test, measurement, and embedded systems.

*A New Approach to Measurement and Sensing*

We offer a different approach than what is currently on the market because we are attempting to establish a demand for devices that link handheld devices and sensors with common smartphone computing power through an application on the smartphone in both IOS and Android devices. Tapping into the computing power of a smartphone enables a measurement device to increase its capabilities.

We also offer an array of traditional handheld measurement and control meters through our wholesale distribution platform.

*Filter and Handheld Meter Wholesaler*

We are a wholesaler of various filtration products and digital meters. We source our products from manufacturers in China and then sell to a major U.S. distributor who resells our products directly to consumers through retail distribution channels.

Specifically, we sell the following products:

*Fan Speed Adjuster device.* We provide a fan speed adjuster device to retailers and distributors. Designed specifically for centrifugal fans with brushless motors, our adjuster device helps ensure longer life by preventing damage to fan motors by adjusting the speed of centrifugal fans without causing the motor to hum. These devices are rated for 350 watts max, have 120VAC voltage capacity and feature an internal, electronic auto-resetting circuit breaker.

*Carbon filter devices.* We also sell two types of carbon filter devices to distributors. These carbon filter devices are professional grade filters specifically designed and used to filter air in greenhouses that might be polluted by fermenting organics. One of these filters can be attached to a centrifugal fan to scrub the air in a constant circle or can be attached to an exhaust line as a single pass filter, which moves air out of the growing area and filters unwanted odors and removes pollens, dust, and other debris in the air. The other filter is designed to be used with fans from 0-6000 C.F.M.

*HEPA filtration device*. We provide an organic air high efficiency particulate arrestance ("HEPA") filtration device at wholesale prices to distributors and retailers. Manufactured, tested, certified, and labeled in accordance with current HEPA filter standards, this device is targeted towards greenhouses and grow rooms and designed to keep insects, bacteria, and mold out of grow rooms. We sell these devices in various sizes.

*Digital light meter*. We provide a handheld digital light meter that is used to measure luminance in fc units, or foot-candles. The meter we sell is designed to be full cosine corrected for the angular incidence of light (meaning if you are not holding the sensor perpendicular to the light source, the sensor will still read the light correctly). The meter has a built-in low battery indicator and is designed to accurately measure to 40,000 FC.

*Quantum par meter*. We provide a handheld quantum par meter used to measure photosynthetically active radiation ("PAR"). This fully portable handheld PAR meter is designed to measure PAR flux in wavelengths ranging from 400 to 700 nm. It is designed to measure up to 10,000 umol.

*Ubiquitor Wireless Universal Sensor Device*

We have fully researched and developed a device we call the "Ubiquitor," which is a handheld, fully modular system with a universal sensor node and gateway system that uses a smartphone as the output display module that displays the readings of various probe modules. We have completed an initial production run of 1,000 devices and intend to develop this into full-scale production as soon as commercially possible. The Ubiquitor is a wireless sensor device that combines measuring tools with smartphone technology to quickly deliver sensor node data on desktop and mobile phone screens. The Ubiquitor's sensor analytics system will integrate event-monitoring, storage and analytics software in a cohesive package that we hope will provide a holistic view of sensor data it is reading.

After sending our circuit boards to China for soldering at an unaffiliated manufacturing facility, we assembled the initial production run at our facilities here in the City of Industry. This initial production run will allow us to show large distributors and consumers the capabilities of the Ubiquitor which we hope will generate demand.

The physical hardware consists of:

1. The sensor probes, which come in hundreds of different varieties of sensor instruments in the form of a USB stick, with both male and female ports; and

2. The main hardware gateway, a small cell phone size device with integrated circuits.

This device is intended to connect to over 256 sensor instruments, and integrate data using embedded software to display the data and all analytics onto a digital screen (desktop or mobile displays) using multiple types of wireless connections (i.e., Wi-Fi, Bluetooth, 3G and 4G). Most types of probes can connect to the hardware. If the sensor size is bigger than the standard probe size, it is possible to simply use a USB cable to connect the probe and the hub. All data and analytics are displayed on a single screen, with tools that record and keep track of all measurements, and sort and display analytic information in easy to read charts.

The Ubiquitor is a general platform that collects data in real time, up to 100hz per second, and thus is intended to be adapted to many industrial uses as well as academic laboratory uses.

The Ubiquitor is a multipurpose wireless intelligent sensor device that will be intended to achieve universal compatibility. Currently, the Ubiquitor device could simultaneously accommodate more than 256 different types of sensor heads. Users could use their smartphones to simultaneously operate and monitor over 256 kinds of sensor readings. With Perfecular's technology, users only need to obtain the sensor heads instead of getting entirely separate wired sensors which is the industry standard currently. We have not yet started research and development of a second generation Ubiquitor device, but once we demonstrate the market for this product we intend to begin such research and development.

*Intellectual Property Protection*

After the merger, on January 20, 2016 we filed provisional patent application number 62/281,104 with attorney docket number PER1.PAU.01.0 and Confirmation No. 2212. Prior to its expiration, on November 4, 2016, we filed a full utility patent application with the U.S. Patent and Trademark Office ("USPTO") (number 15/344,041). We are performing routine correspondence with the USPTO regarding publication which we anticipate will occur throughout this correspondence process. We filed the trademark "Ubiquitor" on July 10, 2016, under Serial No.: 87068020.

*Competitors*

There are several competitors we have identified in the wireless sensor node industry, including traditional instruments or devices manufacturers such as Hanna Instruments or Extech Instruments.

Hach developed and launched SC1000 Multi-parameter Universal Controller, a probe module for connecting up to 8 SC sensors. Their products are not compatible with smart phones yet and we believe their price-point is still prohibitive to consumers.

Monnit Corporation offers a range of wireless or remote sensors. Many of Monnit's products are web-based wireless sensors usually are not portable because of the power consumption. Also, the sensors real-time updates are slow and we believe security of the web-based sensor data acquisition also may be a concern. In addition to purchasing the device, consumers usually have to pay monthly fee for using web-based services.

We are not trying to compete with traditional instruments or device manufacturers because we utilize our Ubiquitor universal smart device in conjunction with our generic instruments smartphone application, which we believe will be a completely different product category.

*Market Potential*

We believe that wireless universal smart technology will play a critical role for traditional instrument manufacturers, as it is too expensive and difficult to develop for medium or smaller companies. The cost factor is the first consideration when deciding whether a company wants to develop smart wireless technologies and implement them in their products or use them in their field testing. We also hope to play a role in academic laboratories, particularly with smaller academic laboratories who are sensitive to price.

**Results of operations for the three months ended June 30, 2017 compared to the three months ended June 30, 2016.**

*Revenue, cost of sales and gross profit*

Our consolidated gross revenue for the three months ended June 30, 2017 and 2016, was $128,896 and $86,603, respectively. Our cost of consolidated cost of revenues for the three months ended June 30, 2017 and 2016, was $45,163 and $11,689, respectively, resulting in a gross profit of $83,733 and $74,914 for the three months ended June 30, 2017 and 2016, respectively.

Prior to the merger with Perfecular, management was focused on pursuing growth strategies and opportunities and outsourced the performance of Internet marketing services to third parties rather than performing the Internet marketing services directly. This change in strategy cost more money and generated less immediate revenue. Post-merger, we have been able to distribute a full range of products held as inventory by a related party, Tianjin Guanglee, directly to a range of businesses who have established distribution channels directly with consumers.

*Operating Costs and Expenses*

The major components of our operating expenses for the three months ended June 30, 2017 and 2016 are outlined in the table below:

| | For the Three Months Ended June 30, 2017 | For the Three Months Ended June 30, 2016 | Increase (Decrease) $ |
|---|---|---|---|
| Officer compensation | $ 30,000 | $ 30,000 | $ – |
| General and administrative | 60,444 | 71,047 | (10,603) |
| Professional fees | 41,797 | 23,059 | 18,738 |
| Research and development | 55,452 | 46,452 | 9,000 |
| Total operating expenses | $ 187,693 | $ 170,558 | $ 17,135 |

General and administrative expenses of $60,444 incurred during the three months ended June 30, 2017 primarily consisted of office rent of $14,879 (June 30, 2016: $23,398), office salaries of $27,482 (June 30, 2016: $26,795).

Professional fees increased from $23,059 during the three months ended June 30, 2016 to $41,797 during the three months ended June 30, 2017, an increase of $18,738.

Officer compensation of $30,000 (June 30, 2016: $30,000), and research and development of $55,452 (June 30, 2016: $46,452), during three months ended June 30, 2017 were expenses attributable to Perfecular.

*Net Losses*

During the three months ended June 30, 2017 and 2016, we incurred net losses of $104,970 and $93,575 respectively, due to the factors discussed above

**Results of operations for the six months ended June 30, 2017 compared to the six months ended June 30, 2016.**

*Revenue, cost of sales and gross profit*

Our consolidated gross revenue for the six months ended June 30, 2017 and 2016, was $211,086 and $170,990, respectively. Our cost of consolidated cost of revenues for the six months ended June 30, 2017 and 2016, was $65,498 and $17,419, respectively, resulting in a gross profit of $145,588 and $153,571 for the six months ended June 30, 2017 and 2016, respectively.

Prior to the merger with Perfecular, management was focused on pursuing growth strategies and opportunities and outsourced the performance of Internet marketing services to third parties rather than performing the Internet marketing services directly. This change in strategy cost more money and generated less immediate revenue. Post-merger, we have been able to distribute a full range of products held as inventory by a related party, Tianjin Guanglee, directly to a range of businesses who have established distribution channels directly with consumers.

*Operating Costs and Expenses*

The major components of our operating expenses for the six months ended June 30, 2017 and 2016 are outlined in the table below:

| | | For the Six Months Ended June 30, 2017 | | For the Six Months Ended June 30, 2016 | | Increase (Decrease) $ |
|---|---|---|---|---|---|---|
| Officer compensation | $ | 60,000 | $ | 60,000 | $ | – |
| General and administrative | | 123,083 | | 149,549 | | (26,466) |
| Professional fees | | 69,777 | | 71,042 | | (1,265) |
| Research and development | | 109,929 | | 82,982 | | 26,947 |
| Total operating expenses | $ | 362,789 | $ | 363,573 | $ | (784) |

General and administrative expenses of $123,083 incurred during the six months ended June 30, 2017 primarily consisted of office rent of $29,879 (June 30, 2016: $47,225), office salaries of $55,171 (June 30, 2016: $72,333).

Professional fees decreased from $71,042 during the six months ended June 30, 2016 to $69,777 during the six months ended June 30, 2017, a decrease of $1,265.

Officer compensation of $60,000 (June 30, 2016: $60,000), and research and development of $109,929 (June 30, 2016: $82,982), during six months ended June 30, 2017 were expenses attributable to Perfecular.

*Net Losses*

During the six months ended June 30, 2017 and 2016, we incurred net losses of $213,685 and $209,379 respectively, due to the factors discussed above.

**Liquidity and Capital Resources**

*Working Capital*

| | | June 30, 2017 | | December 31, 2016 |
|---|---|---|---|---|
| Current Assets | $ | 765,019 | $ | 488,763 |
| Current Liabilities | $ | (483,417) | $ | (431,438) |
| Working Capital | $ | 281,602 | $ | 57,325 |

*Cash Flows*

The table below, for the periods indicated, provides selected cash flow information:

| | | For the Six Months Ended June 30, 2017 | | For the Six Months Ended June 30, 2016 |
|---|---|---|---|---|
| Net cash used in operating activities | $ | (109,177) | $ | (259,109) |
| Net cash used in investing activities | | – | | (6,452) |
| Net cash provided by (used in) financing activities | | 420,000 | | (82,902) |
| Net change in cash and cash equivalents | $ | 310,823 | $ | (348,463) |

Due to the merger with Perfecular Inc. we anticipate that for the next 12 months we will be generating cash from more diversified revenue streams as mentioned herein.We believe that our cash generated from operations and cash on hand may not provide sufficient capital to fund our operations and meet our cash needs on a short term and long-term basis for the next twelve months. Consequently, we intend to finance our internal growth with cash on hand, cash provided from operations, borrowings, debt or equity offerings, or some combination thereof to expand our business so that we can meet our cash needs.

***Cash Flows from Operating Activities***

The net cash outflows from operating activities of $109,177 for the six months ended June 30, 2017, was primarily the result of our net loss of $213,685 and changes in our operating assets and liabilities. The net cash outflows from operating activities of $259,109 for the six months ended June 30, 2016 was primarily the result of our net loss of $209,379, and changes in our operating assets and liabilities.

We expect that cash flows from operating activities may fluctuate in future periods as a result of a number of factors, including fluctuations in our net revenues and operating results, utilization of new revenue streams, collection of accounts receivable, and timing of billings and payments.

***Cash Flows from Investing Activities***

The net cash used in investing activities of $0 and $6,452 for the six months ended June 30, 2017 and 2016, respectively, represents funds used to purchase property and equipment and advances to related party

***Cash Flows from Financing Activities***

During the six months ended June 30, 2017, we received $420,000 for the issuance of a convertible promissory note. We repaid $0 and $82,902 related to advances from a related party and a shareholder respectively during the six months ended June 30, 2017 and 2016, respectively.

Management expects to keep operating costs to a minimum until cash is available through financing or operating activities. Management plans to continue to seek, in addition to equity financing, other sources of financing (e.g. bank loan, line of credit, shareholder loan) on favorable terms; however, there are no assurances that any such financing can be obtained on favorable terms, if at all. If we are unable to generate profits sufficient to cover our operating costs or unable to obtain additional funds for our working capital needs, we may need to cease or curtail operations. Furthermore, there is no assurance the net proceeds from any successful financing arrangement will be sufficient to cover cash requirements during the initial stages of the Company's operations.

**Off Balance Sheet Arrangements**

As of June 30, 2017, we did not have any off-balance-sheet arrangements, as defined in Item 303(a)(4)(ii) of Regulation SK.

## ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

We are a smaller reporting company as defined by Rule 12b-2 of the Exchange Act and are not required to provide the information required under this item.

## ITEM 4. CONTROLS AND PROCEDURES

**Evaluation of Disclosure Controls**

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we have conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a15(e) and 15d15(e) under the Securities and Exchange Act of 1934, at the end of the period covered by this report. Based on this evaluation, our principal executive officer and principal financial officer concluded as of the evaluation date that our disclosure controls and procedures were effective such that the material information required to be included in our Securities and Exchange Commission reports is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms relating to our company, particularly during the period when this report was being prepared.

Our management concluded we did not maintain effective controls over the Company's financial reporting. The material weaknesses in our internal control over financial reporting, caused principally by inadequate staffing and technical expertise in key positions, resulted in overly relying on outside consultants to make numerous adjustments to our financial statements. Additionally, the significant deficiencies or material weaknesses could result in future material misstatement of the consolidated financial statements that would not be prevented or detected. Management has concluded that the identified control deficiencies constitutes a material weakness.

**Changes in internal control over financial reporting.**

There were no changes in our internal control over financial reporting during our most recent fiscal quarter that materially affected, or were reasonably likely to materially affect, our internal control over financial reporting.

**Limitations on the Effectiveness of Internal Controls**

Disclosure controls and procedures, no matter how well designed and implemented, can provide only reasonable assurance of achieving an entity's disclosure objectives. The likelihood of achieving such objectives is affected by limitations inherent in disclosure controls and procedures. These include the fact that human judgment in decision-making can be faulty and that breakdowns in internal control can occur because of human failures such as simple errors or mistakes or intentional circumvention of the established process.

## PART II. OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS

We were not subject to any legal proceedings during the three months ended June 30, 2017 and there are currently no legal proceedings, to which we are a party, which could have a material adverse effect on our business, financial condition or operating results.

### ITEM 1A. RISK FACTORS

We are a smaller reporting company as defined by Rule 12b-2 of the Securities Exchange Act of 1934 and are not required to provide the information under this item.

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

No shares or common stock were sold during the three months ended June 30, 2017.

### ITEM 3. DEFAULTS UPON SENIOR SECURITIES

No senior securities were issued and outstanding at June 30, 2017.

### ITEM 4. MINE SAFETY DISCLOSURES

Not applicable to our Company.

### ITEM 5. OTHER INFORMATION

Our common stock has been quoted on the OTCQB and on the OTC Link since July 31, 2014 under the symbol “FCUV”.

**ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K**

Exhibits

The following financial information is filed as part of this report:

(a) (1) FINANCIAL STATEMENTS

(2) SCHEDULES

(3) EXHIBITS. The following exhibits required by Item 601 to be filed herewith are incorporated by reference to previously filed documents:

| Exhibit Number | Description |
|---|---|
| 2.1 | Agreement and Plan of Merger by and among Focus Universal Inc., FCUV Acquisition Corp. and Perfecular Inc. filed with the SEC on January 5, 2016. |
| 3.1 | Articles of Incorporation. Incorporated by reference to the Company's Registration Statement on Form S-1 filed with the SEC on December 26, 2013. |
| 3.2 | Bylaws. Incorporated by reference to the Company's Registration Statement on Form S-1 filed with the SEC on December 26, 2013. |
| 4.2 | Subscription Agreement. Incorporated by reference to the Company's Registration Statement on Form S-1 filed with the SEC on December 26, 2013. |
| 10.1 | Stock Purchase Agreement dated December 29, 2014. Incorporated by reference to the Company's 8-K filed with the SEC on January 5, 2015. |
| 10.2 | Unsecured Demand Promissory Note dated February 1, 2015 in the amount of $20,000 filed with the SEC on July 28, 2015 |
| 10.3 | Unsecured Demand Promissory Note dated February 25, 2015 in the amount of $100,000 filed with the SEC on July 28, 2015 |
| 10.4 | Master Revolving Note dated May 21, 2015 in the amount of $1,000,000 filed with the SEC on July 28, 2015 |
| 10.5 | Unsecured Convertible Promissory Note dated July 1, 2017 in the amount of $420,000 filed herewith. |
| 10.6 | Unsecured Convertible Promissory Note dated July 28, 2017 in the amount of $80,000 filed herewith. |
| 31.1 | Certification of CEO pursuant to Sec. 302 |
| 31.2 | Certification of CFO pursuant to Sec. 302 |
| 32.1 | Certification of CEO pursuant to Sec. 906 |
| 32.2 | Certification of CFO pursuant to Sec. 906 |
| 101.INS | XBRL Instances Document |
| 101.SCH | XBRL Taxonomy Extension Schema Document |
| 101.CAL | XBRL Taxonomy Extension Calculation Linkbase Document |
| 101.DEF | XBRL Taxonomy Extension Definition Linkbase Document |
| 101.LAB | XBRL Taxonomy Extension Label Linkbase Document |
| 101.PRE | XBRL Taxonomy Extension Presentation Linkbase Document |

## 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 thereunto duly authorized.

| | | |
|---|---|---|
| | | **Focus Universal Inc.** |
| Date: August 11, 2017 | By: | /s/ Desheng Wang<br>Desheng Wang<br>Chief Executive Officer |
| Date: August 11, 2017 | By: | /s/ Desheng Wang<br>Desheng Wang<br>Chief Financial Officer |

Exhibit 10.5

**THE SECURITIES REPRESENTED BY THIS DOCUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE OFFERED, SOLD TRANSFERRED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO (i) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND ANY APPLICABLE STATE LAWS, (ii) TO THE EXTENT APPLICABLE, RULE 144 UNDER THE ACT (OR ANY SIMILAR RULE UNDER THE ACT RELATING TO THE DISPOSITION OF SECURITIES), OR (iii) AN OPINION OF COUNSEL, IF SUCH OPINION SHALL BE REASONABLY SATISFACTORY TO COUNSEL TO THE ISSUER, THAT AN EXEMPTION FROM REGISTRATION UNDER THE ACT AND APPLICABLE STATE LAW IS AVAILABLE.**

**FOCUS UNIVERSAL INC.**
**UNSECURED CONVERTIBLE PROMISSORY NOTE**

Note No. 2017-01
$420,000 Dated: June 30, 2017

1. PRINCIPAL. For value received, Focus Universal Inc., a Nevada corporation headquartered at 829 Lawson Street, City of Industry, CA 91748 (the "**Company**"), hereby promises to pay to the order of Haitao Zhang, or his assigns (the "**Noteholder**" and, collectively with the Company, the "**Parties**"), in lawful money of the United States of America, and in immediately payable funds, the principal sum of $420,000 (the "**Obligation**"). The principal hereof and any unpaid accrued interest thereon shall be due and payable on the date which is three years from the date of this Note (the "**Maturity Date**").

2. INTEREST. Interest on the unpaid principal amount of the Obligation outstanding from time to time shall accrue at the annualized rate of 10% until the Maturity Date and thereafter at an annualized default rate of 12%. Computations of interest shall be made on the basis of a 365-day year, and the actual number of days elapsed (the "**Interest**").

3. PAYMENTS. The Company hereby promises to pay to the Noteholder, in lawful money of the United States of America, and in immediately payable funds, the Obligation. The principal hereof and any unpaid accrued interest thereon shall be due and payable on the Maturity Date (unless such payment date is accelerated as provided in Section 8 hereof). Payment of all amounts due hereunder shall be made at the address of the Noteholder provided for on the signature page of this Note.

4. PREPAYMENT. Company shall be entitled to prepay this Note prior to the Maturity Date without premium or penalty.

5. CONVERSION. This Note is convertible at the option of the Noteholder, in his, her or its sole discretion, in whole or in part, at any time prior to the Maturity Date into shares of common stock of the Company (the "**Note Shares**") at a conversion price equal to $1.75 per share (the "**Conversion Price**"). Noteholder shall deliver to the Company a written Election to Convert, a form of which is attached hereto. As soon as reasonably practicable after receipt of the written Election to Convert, the Company shall issue and cause to be delivered with all reasonable dispatch to or upon the written order of the Noteholder, and in such name or names as the Noteholder may designate, a certificate or certificates for the full number of Note Shares so purchased upon conversion of the Note. Such certificate or certificates shall be deemed to have been issued and any person so designated to be named therein shall be deemed to have become a holder of record of such securities as of the date of delivery of the Election to Convert, notwithstanding that the certificate or certificates representing such securities shall not actually have been delivered or that the stock transfer books of the Company shall then be closed. The Note shall be convertible, at the election of the Noteholders, either in full or from time to time in part and, in the event that the Note is converted in respect of less than all of the Note Shares specified therein at any time prior to the Maturity Date, a new Note evidencing the remaining portion of the indebtedness shall be issued by the Company to the Noteholder.

6. APPLICATIONS OF PAYMENTS. Payments received by Noteholder pursuant to the terms hereof shall be applied in the following manner: first, to the payment of all expenses, charges, late payment fees, costs and fees incurred by or payable to Noteholder and for which Company is obligated pursuant to the terms of this Note, second, to the payment of all interest accrued to the date of such payment; and third, to the payment of principal.

7. DEFAULT. The occurrence of any one of the following events shall constitute an Event of Default:

(a) The non-payment, when due, of any principal or interest pursuant to this Note;

(b) The material breach of any representation or warranty in this Note or in the Subscription Agreement or in any other agreement that may be entered into by and between the Noteholder and the Company prior to the repayment of the Note. In the event the Noteholder becomes aware of a breach as described in this Section 7(b), the Noteholder shall notify the Company in writing of such breach and the Company shall have 30 calendar days from the receipt of such notice to cure the alleged breach;

(c) The material breach of any covenant or undertaking in this Note or in the Subscription Agreement, not otherwise provided for in this Section 7. In the event the Noteholder becomes aware of a breach as described in this Section 7(c), the Noteholder shall notify the Company in writing of such breach and the Company within shall have 30 calendar days from the receipt of such notice to cure the alleged breach;

(d) A default shall occur in the payment when due (subject to any applicable grace period), whether by acceleration or otherwise, of any indebtedness of the Company or an event of default or similar event shall occur with respect to such indebtedness, if the effect of such default or event (subject to any required notice and any applicable grace period) would be to accelerate the maturity of any such indebtedness or to permit the holder or holders of such indebtedness to cause such indebtedness to become due and payable prior to its express maturity;

(e) The commencement by the Company of any voluntary proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment or debt, receivership, dissolution, or liquidation law or statute or any jurisdiction, whether now or hereafter in effect; or the adjudication of the Company as insolvent or bankrupt by a decree of a court of competent jurisdiction; or the petition or application by the Company for, acquiescence in, or consent by the Company to, the appointment of any receiver or trustee for the Company or for all or a substantial part of the property of the Company; or the assignment by the Company for the benefit of creditors; or the written admission of the Company of its inability to pay its debts as they mature; or

(f) The commencement against the Company of any proceeding relating to the Company under any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, receivership, dissolution or liquidation law or statute or any jurisdiction, whether now or hereafter in effect, provided, however, that the commencement of such a proceeding shall not constitute an Event of Default unless the Company consents to the same or admits in writing the material allegations of same, or said proceeding shall remain undismissed for 30 calendar days; or the issuance of any order, judgment or decree for the appointment of a receiver or trustee for the Company or for all or a substantial part of the property of the Company, which order, judgment or decree remains undismissed for 30 calendar days; or a warrant of attachment, execution, or similar process shall be issued against any substantial part of the property of the Company.

8. REMEDIES; LATE PAYMENT PENALTY. Upon the occurrence of any Event of Default, the Noteholder may, by written notice to the Company, declare all or any portion of the unpaid principal amount due to Noteholder, together with all accrued interest thereon, immediately due and payable. The Noteholder may also proceed against any guarantor of this obligation without waiving any rights under the terms of this Note.

9. NOTICES. Notices to be given hereunder shall be in writing and shall be deemed to have been sufficiently given if delivered personally or sent by overnight delivery service or by facsimile transmission. Notice shall be deemed to have been received on the date of personal delivery or facsimile transmission, or if sent by overnight delivery service, shall be deemed to have been received on the next delivery day after deposit with the courier or messenger. The addresses of the Parties are set forth on the signature page of this Note and a Party shall give written notice of any change of address to the other Party.

10. GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY THEREIN, WITHOUT GIVING EFFECT TO THE RULES AND CONFLICTS OF LAW.

11. EXCLUSIVE JURISDICTION AND VENUE. The parties agree that the Courts of the County of Clark, state of Nevada shall have sole and exclusive jurisdiction and venue for the resolution of all disputes arising under the terms of this Agreement and the transactions contemplated herein.

12. ATTORNEYS FEES. If any legal action or any other proceeding, including action for declaratory relief, is brought for the interpretation or enforcement of this Agreement, the Prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled. "**Prevailing Party**" shall include without limitation (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party who receives performance from the other party of an alleged breach or a desired remedy that is substantially equivalent to the relief sought in an action or proceeding; or (c) the party determined to be the prevailing party by an arbitrator or a court of law.

13. CONFORMITY WITH LAW. It is the intention of the Company and of the Noteholder to conform strictly to applicable usury and similar laws. Accordingly, notwithstanding anything to the contrary in this Note, it is agreed that the aggregate of all charges which constitute interest under applicable usury and similar laws that are contract for, chargeable or receivable under or in respect of this Note, shall under no circumstances exceed the maximum amount of interest permitted by such laws, and any excess, whether occasioned by acceleration or maturity of this Note or otherwise, shall be canceled automatically, and if theretofore paid, shall be either refunded to the Company or credited on the principal amount of this Note.

14. MISCELLANEOUS.

(a) Every provision of this Note is intended to be severable. In the event any term or provision hereof is declared by a court of competent jurisdiction, to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

(b) No failure or delay on the part of Noteholder or any other holder of this Note to exercise any right, power or privilege under this Note and no course of dealing between the Parties shall impair such right, power or privilege or operate as a waiver of any default or an acquiescence therein, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein expressly provided are cumulative to, and not exclusive of, any rights or remedies, which Noteholder would otherwise have. No notice to or demand on the Company in any case shall entitle the Company to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of Noteholder to any other or further action in any circumstances without notice or demand.

(c) The Company and any endorser of this Note hereby consent to renewals and extensions of time at or after the maturity hereof, without notice, and hereby waive diligence, presentment, protest, demand and notice of every kind.

(d) The Company may not assign its rights or obligations hereunder without prior written consent of Noteholder. Subject to compliance with applicable federal and state securities laws, Noteholder may assign all or any portion of this Note without the prior consent of The Company. Upon surrender of the Note, The Company shall execute and deliver one or more substitute notes in such denominations and of a like aggregate unpaid principal amount or other amount issued to Noteholder and/or to Noteholder's designated transferee or transferees. Noteholder may furnish any information in the possession of Noteholder concerning The Company, or any of its respective subsidiaries, from time to time to assignees and participants (including prospective assignees and participants).

**(SIGNATURE PAGE IMMEDIATELY FOLLOWS)**

**IN WITNESS WHEREOF**, the Company has caused this Note to be executed by its officers thereunto duly authorized as of the date first written above.

**FOCUS UNIVERSAL INC.**
**A Nevada Corporation**

/s/ Descheng Wang
BY: Desheng Wang
ITS: Chief Executive Officer

ADDRESS: 829 Lawson Street,
City of Industry, CA 91748

**NOTEHOLDER:**

/s/ Haitao Zhang

By: Haitao Zhang

ADDRESS: 3688 Burnt Pine Drive
Jacksonville, FL 32224

**JOINTLY WITH:**

/s/ Man Chen

By: Man Chen

ADDRESS: 3688 Burnt Pine Drive
Jacksonville, FL 32224

**[SIGNATURE PAGE TO NOTE]**

**FORM OF ELECTION TO CONVERT**

The undersigned, the holder of the attached Note, hereby irrevocably elects to exercise their right to convert $_____________ of the Note into shares of common stock of Focus Universal Inc. and requests that the certificates for such securities be issued in the name of, and delivered to, __________________________________________, whose address is ______________________________________________________________________________.

Dated: __________________________

**SIGNATURE:**

__________
(Signature must conform in all respects to name of Noteholder as specified in the Note)

__________________________
(Insert Social Security or Federal Tax I.D. Number of Noteholder)

**IF NOTE IS HELD JOINTLY, BOTH PARTIES MUST SIGN:**

___________________________
(Signature must conform in all respects to name of Noteholder as specified in the Note)

_____________________________
(Insert Social Security or Federal Tax I.D. Number of Joint Noteholder)

Exhibit 10.6

**THE SECURITIES REPRESENTED BY THIS DOCUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE OFFERED, SOLD TRANSFERRED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO (i) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND ANY APPLICABLE STATE LAWS, (ii) TO THE EXTENT APPLICABLE, RULE 144 UNDER THE ACT (OR ANY SIMILAR RULE UNDER THE ACT RELATING TO THE DISPOSITION OF SECURITIES), OR (iii) AN OPINION OF COUNSEL, IF SUCH OPINION SHALL BE REASONABLY SATISFACTORY TO COUNSEL TO THE ISSUER, THAT AN EXEMPTION FROM REGISTRATION UNDER THE ACT AND APPLICABLE STATE LAW IS AVAILABLE.**

**FOCUS UNIVERSAL INC.**
**UNSECURED CONVERTIBLE PROMISSORY NOTE**

Note No. 2017-02
$80,000 Dated: July 28, 2017

1. PRINCIPAL. For value received, Focus Universal Inc., a Nevada corporation headquartered at 829 Lawson Street, City of Industry, CA 91748 (the "**Company**"), hereby promises to pay to the order of Haitao Zhang, or his assigns (the "**Noteholder**" and, collectively with the Company, the "**Parties**"), in lawful money of the United States of America, and in immediately payable funds, the principal sum of $80,000 (the "**Obligation**"). The principal hereof and any unpaid accrued interest thereon shall be due and payable on the date which is three years from the date of this Note (the "**Maturity Date**").

2. INTEREST. Interest on the unpaid principal amount of the Obligation outstanding from time to time shall accrue at the annualized rate of 10% until the Maturity Date and thereafter at an annualized default rate of 12%. Computations of interest shall be made on the basis of a 365-day year, and the actual number of days elapsed (the "**Interest**").

3. PAYMENTS. The Company hereby promises to pay to the Noteholder, in lawful money of the United States of America, and in immediately payable funds, the Obligation. The principal hereof and any unpaid accrued interest thereon shall be due and payable on the Maturity Date (unless such payment date is accelerated as provided in Section 8 hereof). Payment of all amounts due hereunder shall be made at the address of the Noteholder provided for on the signature page of this Note.

4. PREPAYMENT. Company shall be entitled to prepay this Note prior to the Maturity Date without premium or penalty.

5. CONVERSION. This Note is convertible at the option of the Noteholder, in his, her or its sole discretion, in whole or in part, at any time prior to the Maturity Date into shares of common stock of the Company (the "**Note Shares**") at a conversion price equal to $1.75 per share (the "**Conversion Price**"). Noteholder shall deliver to the Company a written Election to Convert, a form of which is attached hereto. As soon as reasonably practicable after receipt of the written Election to Convert, the Company shall issue and cause to be delivered with all reasonable dispatch to or upon the written order of the Noteholder, and in such name or names as the Noteholder may designate, a certificate or certificates for the full number of Note Shares so purchased upon conversion of the Note. Such certificate or certificates shall be deemed to have been issued and any person so designated to be named therein shall be deemed to have become a holder of record of such securities as of the date of delivery of the Election to Convert, notwithstanding that the certificate or certificates representing such securities shall not actually have been delivered or that the stock transfer books of the Company shall then be closed. The Note shall be convertible, at the election of the Noteholders, either in full or from time to time in part and, in the event that the Note is converted in respect of less than all of the Note Shares specified therein at any time prior to the Maturity Date, a new Note evidencing the remaining portion of the indebtedness shall be issued by the Company to the Noteholder.

6. APPLICATIONS OF PAYMENTS. Payments received by Noteholder pursuant to the terms hereof shall be applied in the following manner: first, to the payment of all expenses, charges, late payment fees, costs and fees incurred by or payable to Noteholder and for which Company is obligated pursuant to the terms of this Note, second, to the payment of all interest accrued to the date of such payment; and third, to the payment of principal.

7. DEFAULT. The occurrence of any one of the following events shall constitute an Event of Default:

(a) The non-payment, when due, of any principal or interest pursuant to this Note;

(b) The material breach of any representation or warranty in this Note or in the Subscription Agreement or in any other agreement that may be entered into by and between the Noteholder and the Company prior to the repayment of the Note. In the event the Noteholder becomes aware of a breach as described in this Section 7(b), the Noteholder shall notify the Company in writing of such breach and the Company shall have 30 calendar days from the receipt of such notice to cure the alleged breach;

(c) The material breach of any covenant or undertaking in this Note or in the Subscription Agreement, not otherwise provided for in this Section 7. In the event the Noteholder becomes aware of a breach as described in this Section 7(c), the Noteholder shall notify the Company in writing of such breach and the Company within shall have 30 calendar days from the receipt of such notice to cure the alleged breach;

(d) A default shall occur in the payment when due (subject to any applicable grace period), whether by acceleration or otherwise, of any indebtedness of the Company or an event of default or similar event shall occur with respect to such indebtedness, if the effect of such default or event (subject to any required notice and any applicable grace period) would be to accelerate the maturity of any such indebtedness or to permit the holder or holders of such indebtedness to cause such indebtedness to become due and payable prior to its express maturity;

(e) The commencement by the Company of any voluntary proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment or debt, receivership, dissolution, or liquidation law or statute or any jurisdiction, whether now or hereafter in effect; or the adjudication of the Company as insolvent or bankrupt by a decree of a court of competent jurisdiction; or the petition or application by the Company for, acquiescence in, or consent by the Company to, the appointment of any receiver or trustee for the Company or for all or a substantial part of the property of the Company; or the assignment by the Company for the benefit of creditors; or the written admission of the Company of its inability to pay its debts as they mature; or

(f) The commencement against the Company of any proceeding relating to the Company under any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, receivership, dissolution or liquidation law or statute or any jurisdiction, whether now or hereafter in effect, provided, however, that the commencement of such a proceeding shall not constitute an Event of Default unless the Company consents to the same or admits in writing the material allegations of same, or said proceeding shall remain undismissed for 30 calendar days; or the issuance of any order, judgment or decree for the appointment of a receiver or trustee for the Company or for all or a substantial part of the property of the Company, which order, judgment or decree remains undismissed for 30 calendar days; or a warrant of attachment, execution, or similar process shall be issued against any substantial part of the property of the Company.

8. REMEDIES; LATE PAYMENT PENALTY. Upon the occurrence of any Event of Default, the Noteholder may, by written notice to the Company, declare all or any portion of the unpaid principal amount due to Noteholder, together with all accrued interest thereon, immediately due and payable. The Noteholder may also proceed against any guarantor of this obligation without waiving any rights under the terms of this Note.

9. NOTICES. Notices to be given hereunder shall be in writing and shall be deemed to have been sufficiently given if delivered personally or sent by overnight delivery service or by facsimile transmission. Notice shall be deemed to have been received on the date of personal delivery or facsimile transmission, or if sent by overnight delivery service, shall be deemed to have been received on the next delivery day after deposit with the courier or messenger. The addresses of the Parties are set forth on the signature page of this Note and a Party shall give written notice of any change of address to the other Party.

10. GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY THEREIN, WITHOUT GIVING EFFECT TO THE RULES AND CONFLICTS OF LAW.

11. EXCLUSIVE JURISDICTION AND VENUE. The parties agree that the Courts of the County of Clark, state of Nevada shall have sole and exclusive jurisdiction and venue for the resolution of all disputes arising under the terms of this Agreement and the transactions contemplated herein.

12. ATTORNEYS FEES. If any legal action or any other proceeding, including action for declaratory relief, is brought for the interpretation or enforcement of this Agreement, the Prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled. "**Prevailing Party**" shall include without limitation (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party who receives performance from the other party of an alleged breach or a desired remedy that is substantially equivalent to the relief sought in an action or proceeding; or (c) the party determined to be the prevailing party by an arbitrator or a court of law.

13. CONFORMITY WITH LAW. It is the intention of the Company and of the Noteholder to conform strictly to applicable usury and similar laws. Accordingly, notwithstanding anything to the contrary in this Note, it is agreed that the aggregate of all charges which constitute interest under applicable usury and similar laws that are contract for, chargeable or receivable under or in respect of this Note, shall under no circumstances exceed the maximum amount of interest permitted by such laws, and any excess, whether occasioned by acceleration or maturity of this Note or otherwise, shall be canceled automatically, and if theretofore paid, shall be either refunded to the Company or credited on the principal amount of this Note.

14. MISCELLANEOUS.

(a) Every provision of this Note is intended to be severable. In the event any term or provision hereof is declared by a court of competent jurisdiction, to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

(b) No failure or delay on the part of Noteholder or any other holder of this Note to exercise any right, power or privilege under this Note and no course of dealing between the Parties shall impair such right, power or privilege or operate as a waiver of any default or an acquiescence therein, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein expressly provided are cumulative to, and not exclusive of, any rights or remedies, which Noteholder would otherwise have. No notice to or demand on the Company in any case shall entitle the Company to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of Noteholder to any other or further action in any circumstances without notice or demand.

(c) The Company and any endorser of this Note hereby consent to renewals and extensions of time at or after the maturity hereof, without notice, and hereby waive diligence, presentment, protest, demand and notice of every kind.

(d) The Company may not assign its rights or obligations hereunder without prior written consent of Noteholder. Subject to compliance with applicable federal and state securities laws, Noteholder may assign all or any portion of this Note without the prior consent of The Company. Upon surrender of the Note, The Company shall execute and deliver one or more substitute notes in such denominations and of a like aggregate unpaid principal amount or other amount issued to Noteholder and/or to Noteholder's designated transferee or transferees. Noteholder may furnish any information in the possession of Noteholder concerning The Company, or any of its respective subsidiaries, from time to time to assignees and participants (including prospective assignees and participants).

**(SIGNATURE PAGE IMMEDIATELY FOLLOWS)**

**IN WITNESS WHEREOF**, the Company has caused this Note to be executed by its officers thereunto duly authorized as of the date first written above.

**FOCUS UNIVERSAL INC.**
**A Nevada Corporation**

/s/ Descheng Wang
BY: Desheng Wang
ITS: Chief Executive Officer

ADDRESS: 20511 East Walnut Drive North
Walnut, CA 91789

**NOTEHOLDER:**

/s/ Haitao Zhang

By: Haitao Zhang

ADDRESS: 3688 Burnt Pine Drive
Jacksonville, FL 32224

**JOINTLY WITH:**

/s/ Man Chen

By: Man Chen

ADDRESS: 3688 Burnt Pine Drive
Jacksonville, FL 32224

**[SIGNATURE PAGE TO NOTE]**

**FORM OF ELECTION TO CONVERT**

The undersigned, the holder of the attached Note, hereby irrevocably elects to exercise their right to convert $_____________ of the Note into shares of common stock of Focus Universal Inc. and requests that the certificates for such securities be issued in the name of, and delivered to, __________________________________________, whose address is _____________________________________________________________________________.

Dated: __________________________

**SIGNATURE:**

__________
(Signature must conform in all respects to name of Noteholder as specified in the Note)

__________________________
(Insert Social Security or Federal Tax I.D. Number of Noteholder)

**IF NOTE IS HELD JOINTLY, BOTH PARTIES MUST SIGN:**

___________________________
(Signature must conform in all respects to name of Noteholder as specified in the Note)

_____________________________
(Insert Social Security or Federal Tax I.D. Number of Joint Noteholder)

Exhibit 31.1

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

I, Desheng Wang, certify that:

1) I have reviewed this quarterly report on Form 10-Q.

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) I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:

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

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

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

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

5) 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 controls over financial reporting.

Date: August 11, 2017

By: /s/ Desheng Wang
Desheng Wang
Chief Executive Officer

Exhibit 31.2

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

I, Desheng Wang, certify that:

1) I have reviewed this quarterly report on Form 10-Q;

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) I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:

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

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

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

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

5) 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 controls over financial reporting.

| | | |
|---|---|---|
| Date: August 11, 2017 | By: | /s/ Desheng Wang<br>Desheng Wang<br>Chief Financial Officer |

Exhibit 32.1

**CERTIFICATION PURSUANT TO**
**SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Focus Universal Inc. (the Company") on Form 10-Q for the period ended herein as filed with the Securities and Exchange Commission (the "Report"), I, Desheng Wang, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

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

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

| | | |
|---|---|---|
| Dated:August 11, 2017 | By: | /s/ Desheng Wang |
| | | Desheng Wang |
| | | Chief Executive Officer |

Exhibit 32.2

**CERTIFICATION PURSUANT TO**
**SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Focus Universal Inc. (the Company") on Form 10-Q for the period ended herein as filed with the Securities and Exchange Commission (the "Report"), I, Desheng Wang, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

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

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

Dated:August 11, 2017

By: /s/ Desheng Wang
Desheng Wang
Chief Financial Officer