

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

FORM 10-Q

**QUARTERLY REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934:**  
**For the quarterly period ended June 30, 2009**

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934:**  
**For the transition period from \_\_\_\_\_ to \_\_\_\_\_.**

Commission File Number: 000-52213

**Format, Inc.**

(Exact name of registrant as specified in its charter)

**Nevada**

(State or other jurisdiction  
of incorporation or organization)

**33-0963637**

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

**3553 Camino Mira Costa, Suite E, San Clemente, California 92672**

(Address of principal executive offices)

**949-481-9203**

(Issuer's Telephone Number)

Indicate by check mark whether the issuer (1) has 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 (§232.405 of this chapter) during the preceding 12 months (or for 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, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

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

Accelerated filer   
Smaller reporting company

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 12, 2009, there were 3,770,083 shares of the issuer's \$.001 par value common stock issued and outstanding.

PART I - FINANCIAL INFORMATION

**Item 1. Financial Statements**

FORMAT, INC.  
CONDENSED BALANCE SHEETS

	June 30, 2009	December 31, 2008
	(Unaudited)	
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash	\$ 7,959	\$ 2,169
Accounts receivable, net	23,085	25,216
Loan receivable, net	-	-
Prepaid expenses	897	-
Security deposit	1,200	1,200
<b>Total current assets</b>	<b>33,141</b>	<b>28,585</b>
<b>PROPERTY AND EQUIPMENT, NET</b>	<b>7,001</b>	<b>9,257</b>
<b>TOTAL ASSETS</b>	<b>\$ 40,142</b>	<b>\$ 37,842</b>
<b>LIABILITIES AND STOCKHOLDERS' (DEFICIT)</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable and accrued expenses	\$ 75,334	\$ 73,745
Due to related party	167,197	149,928
<b>Total current liabilities</b>	<b>242,531</b>	<b>223,673</b>
<b>TOTAL LIABILITIES</b>	<b>242,531</b>	<b>223,673</b>
<b>STOCKHOLDERS' (DEFICIT)</b>		
Preferred stock, par value \$0.001 per share, 5,000,000 shares authorized and 0 shares issued and outstanding	-	-
Common stock, par value \$0.001 per share, 50,000,000 shares authorized and 3,770,083 shares issued and outstanding	3,770	3,770
Additional paid-in capital	37,809	37,809
Accumulated deficit	(243,968)	(227,410)
<b>Total stockholders' (deficit)</b>	<b>(202,389)</b>	<b>(185,831)</b>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' (DEFICIT)</b>	<b>\$ 40,142</b>	<b>\$ 37,842</b>

The accompanying notes are an integral part of these financial statements.

**FORMAT, INC.**  
**CONDENSED STATEMENTS OF OPERATIONS**

	Three Months Ended June 30,		Six Months Ended June 30,	
	2009 (Unaudited)	2008 (Unaudited)	2009 (Unaudited)	2008 (Unaudited)
<b>REVENUE</b>	\$ 25,884	\$ 39,110	\$ 42,766	\$ 62,218
<b>OPERATING EXPENSES</b>				
Compensation and related expenses	10,679	15,219	25,806	30,366
Professional fees	6,121	6,325	18,390	18,942
Rent expense	2,448	3,750	6,048	7,800
Depreciation expense	1,128	1,521	2,256	3,067
Other general and administrative expenses	1,834	10,191	6,024	14,073
<b>Total operating expenses</b>	<u>22,210</u>	<u>37,006</u>	<u>58,524</u>	<u>74,248</u>
<b>INCOME (LOSS) FROM OPERATIONS</b>	3,674	2,104	(15,758)	(12,030)
Provision for income taxes	-	-	(800)	(800)
<b>NET INCOME (LOSS)</b>	<u>\$ 3,674</u>	<u>\$ 2,104</u>	<u>\$ (16,558)</u>	<u>\$ (12,830)</u>
<b>NET INCOME (LOSS) PER COMMON SHARE - BASIC AND DILUTED</b>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ (0.00)</u>	<u>\$ (0.00)</u>
<b>WEIGHTED AVERAGE NUMBER OF COMMON SHARES OUTSTANDING</b>	<u>3,770,083</u>	<u>3,770,083</u>	<u>3,770,083</u>	<u>3,770,083</u>

The accompanying notes are an integral part of these financial statements.

**FORMAT, INC.**  
**CONDENSED STATEMENTS OF CASH FLOWS**

	Six months ended June 30,	
	2009 (Unaudited)	2008 (Unaudited)
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net loss	\$ (16,558)	\$ (12,830)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	2,256	3,067
Bad debt reserve	1,700	-
Net changes in operating assets and liabilities:		
Accounts receivable	431	(9,362)
Prepaid expenses and other current assets	(897)	600
Accounts payable and accrued expenses	1,589	5,648
<b>Net cash used in operating activities</b>	<b>(11,479)</b>	<b>(12,877)</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Advances from related party	17,269	19,000
<b>Net cash provided by financing activities</b>	<b>17,269</b>	<b>19,000</b>
<b>NET DECREASE IN CASH AND CASH EQUIVALENTS</b>	5,790	6,123
<b>CASH AND CASH EQUIVALENTS - BEGINNING OF PERIOD</b>	<b>2,169</b>	<b>5,583</b>
<b>CASH AND CASH EQUIVALENTS - END OF PERIOD</b>	<b>\$ 7,959</b>	<b>\$ 11,706</b>
<b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW ACTIVITY</b>		
Cash paid during the year for income taxes	\$ -	\$ 800
Cash paid during the year for interest expense	\$ -	\$ -

The accompanying notes are an integral part of these financial statements.

**FORMAT, INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**JUNE 30, 2009**  
**(UNAUDITED)**

**NOTE 1 ORGANIZATION AND BASIS OF PRESENTATION**

Format, Inc. (the "Company") was incorporated in the State of Nevada on March 21, 2001. The Company provides transactional financial, corporate reporting, commercial and digital printing for its customers. The Company receives its clients' information in a variety of formats and reprocesses it for distribution typically in print, digital or internet formats. The Company provides services throughout the United States, Canada and China.

**Interim Financial Statements**

The accompanying unaudited financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America for interim financial information and pursuant to the rules and regulations of the Securities and Exchange Commission. Certain information and footnote disclosures normally included in annual financial statements prepared in accordance with accounting principles generally accepted in the United States of America have been omitted pursuant to such rules and regulations.

In the opinion of management, all adjustments, consisting of normal and recurring adjustments, necessary for a fair presentation of the financial position and the results of operations for the periods presented have been included. The operating results of the Company on a quarterly basis may not be indicative of operating results for the full year. For further information, refer to the financial statements and notes included in Format Inc.'s Form 10-K for the year ended December 31, 2008.

**Going Concern**

As shown in the accompanying financial statements the Company has an accumulated deficit of \$243,968 and a working capital deficit of \$209,390 as of June 30, 2009. The Company has experienced cash shortages that have been funded by the Company's President. There is no guarantee that the Company will be able to sustain operations to alleviate the working capital deficit or continued operating losses. These conditions raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period.

Management's plans to mitigate the effects that give rise to the conditions involve more aggressive marketing strategies towards small publicly reporting companies. This marketing will include working closely with lawyers, associations and investment advisors.

The accompanying financial statements do not include any adjustments related to the recoverability and classification of assets or the amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

**Reclassification**

Certain reclassifications have been made to conform the prior period financial statement amounts to the current period presentation for comparative purposes.

**FORMAT, INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**JUNE 30, 2009**  
**(UNAUDITED)**

**NOTE 2**      **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Cash and Cash Equivalents**

The Company considers all highly liquid debt instruments and other short-term investments with a maturity of three months or less, when purchased, to be cash equivalents.

The Company maintains cash and cash equivalent balances at one financial institution that is insured by the Federal Deposit Insurance Corporation up to \$250,000.

**Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

**Accounts Receivable**

Accounts receivable are reported at the customer's outstanding balances less any allowance for doubtful accounts. Interest is not accrued on overdue accounts receivable.

**Allowance for Doubtful Accounts**

An allowance for doubtful accounts on accounts receivable is charged to operations in amounts sufficient to maintain the allowance for uncollectible accounts at a level management believes is adequate to cover any probable losses. Management determines the adequacy of the allowance based on historical write-off percentages and information collected from individual customers. Accounts receivable are charged off against the allowance when collectability is determined to be permanently impaired. Management has determined that as of June 30, 2009 an allowance of \$18,400 is required.

**Property and Equipment**

Property and equipment are stated at cost. Depreciation and amortization are computed using the straight-line method on the estimated useful lives of the assets, generally ranging from three to seven years. Expenditures of major renewals and improvements that extended the useful lives of property and equipment are capitalized. Expenditures for repairs and maintenance are charged to expense as incurred. Leasehold improvements are amortized using the straight-line method over the shorter or the estimated useful life of the asset or the lease term. Gains or losses from retirements or sales are credited or charged to income.

**FORMAT, INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**JUNE 30, 2009**  
**(UNAUDITED)**

**Long-Lived Assets**

The Company accounts for its long-lived assets in accordance with SFAS No. 144, "*Accounting for the Impairment or Disposal of Long-Lived Assets.*" SFAS No. 144 requires that long-lived assets be reviewed for impairment whenever events or changes in circumstances indicate that the historical cost carrying value of an asset may no longer be appropriate. The Company assesses recoverability of the carrying value of an asset by estimating the future net cash flows expected to result from the asset, including eventual disposition. If the future net cash flows are less than the carrying value of the asset, an impairment loss is recorded equal to the difference between the asset's carrying value and fair value or disposable value. As of June 30, 2009, the Company does not believe there has been any impairment of its long-lived assets.

**Fair Value of Financial Instruments**

Pursuant to SFAS No. 157, "Fair Value of Measurements", the Company is required to estimate the fair value of all financial instruments included on its balance sheet as of June 30, 2009. The Company's financial instruments consist of cash, accounts receivables, payables, and other obligations. The Company considers the carrying value of such amounts in the financial statements to approximate their fair value.

**Revenue Recognition**

The Company generates revenue from professional services rendered to customers either at time of delivery or completion, when the earning process is complete and collectability is probable.

**Concentrations**

The Company derived 20% of its operating revenue from one customer during the six months ended June 30, 2009. For the six months ended June 30, 2008, four customers accounted for 42% of revenues.

The Company's cash balance in financial institutions at times may exceed federally insured limits of \$250,000.

**Loss Per Share of Common Stock**

The Company follows Statement of Financial Accounting Standards No. 128, "Earnings Per Share" (SFAS No. 128) that requires the reporting of both basic and diluted earnings (loss) per share. Basic earnings (loss) per share is computed by dividing net income (loss) available to common stockholders by the weighted average number of common shares outstanding for the period. The calculation of diluted earnings (loss) per share reflects the potential dilution that could occur if securities or other contracts to issue common stock were exercised or converted into common stock. In accordance with SFAS No. 128, any anti-dilutive effects on net earnings (loss) per share are excluded. For the six months ended June 30, 2009 and 2008, there were no common stock equivalents.

There were no options or warrants to purchase shares of common stock at June 30, 2009 and 2008.

**FORMAT, INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**JUNE 30, 2009**  
**(UNAUDITED)**

**Recent Accounting Pronouncements**

FAS 157-4 - In April 2009, the Financial Accounting Standards Board (FASB) issued FASB Staff Position (FSP) Financial Accounting Standard (FAS) 157-4, *Determining Fair Value When the Volume and Level of Activity for the Asset or Liability Have Significantly Decreased and Identifying Transactions That Are Not Orderly*. Based on the guidance, if an entity determines that the level of activity for an asset or liability has significantly decreased and that a transaction is not orderly, further analysis of transactions or quoted prices is needed, and a significant adjustment to the transaction or quoted prices may be necessary to estimate fair value in accordance with Statement of Financial Accounting Standards (SFAS) No. 157 *Fair Value Measurements*. This FSP is to be applied prospectively and is effective for interim and annual periods ending after June 15, 2009 with early adoption permitted for periods ending after March 15, 2009. The company adopted this FSP for its quarter ending June 30, 2009. There was no impact upon adoption.

FSP FAS 115-2 and FAS 124-2 - In April 2009, the FASB issued FSP FAS 115-2 and FAS 124-2, *Recognition and Presentation of Other-Than-Temporary Impairments*. The guidance applies to investments in debt securities for which other-than-temporary impairments may be recorded. If an entity's management asserts that it does not have the intent to sell a debt security and it is more likely than not that it will not have to sell the security before recovery of its cost basis, then an entity may separate other-than-temporary impairments into two components: 1) the amount related to credit losses (recorded in earnings), and 2) all other amounts (recorded in other comprehensive income). This FSP is to be applied prospectively and is effective for interim and annual periods ending after June 15, 2009 with early adoption permitted for periods ending after March 15, 2009. The company adopted this FSP for its quarter ending June 30, 2009. There was no impact upon adoption.

FSP FAS 107-1 and APB 28-1 - In April 2009, the FASB issued FSP FAS 107-1 and Accounting Principles Board (APB) 28-1, *Interim Disclosures about Fair Value of Financial Instruments*. The FSP amends SFAS No. 107 *Disclosures about Fair Value of Financial Instruments* to require an entity to provide disclosures about fair value of financial instruments in interim financial information. This FSP is to be applied prospectively and is effective for interim and annual periods ending after June 15, 2009 with early adoption permitted for periods ending after March 15, 2009. The company included the required disclosures in its quarter ending June 30, 2009.

SFAS 141 (R) - In December 2007, the FASB issued SFAS No. 141(R), *Business Combinations*, which became effective January 1, 2009 via prospective application to business combinations. This Statement requires that the acquisition method of accounting be applied to a broader set of business combinations, amends the definition of a business combination, provides a definition of a business, requires an acquirer to recognize an acquired business at its fair value at the acquisition date and requires the assets and liabilities assumed in a business combination to be measured and recognized at their fair values as of the acquisition date (with limited exceptions). The company adopted this Statement on January 1, 2009. There was no impact upon adoption, and its effects on future periods will depend on the nature and significance of business combinations subject to this statement.

**FORMAT, INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
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FSP FAS 141(R)-1 - In April 2009, the FASB issued FSP FAS 141(R)-1, *Accounting for Assets Acquired and Liabilities Assumed in a Business Combination That Arise from Contingencies*. This FSP requires that assets acquired and liabilities assumed in a business combination that arise from contingencies be recognized at fair value if fair value can be reasonably estimated. If fair value cannot be reasonably estimated, the asset or liability would generally be recognized in accordance with SFAS No. 5, "Accounting for Contingencies" and FASB Interpretation No. 14, "Reasonable Estimation of the Amount of a Loss". Further, the FASB removed the subsequent accounting guidance for assets and liabilities arising from contingencies from SFAS No. 141(R). The requirements of this FSP carry forward without significant revision the guidance on contingencies of SFAS No. 141, "Business Combinations", which was superseded by SFAS No. 141(R) (see previous paragraph). The FSP also eliminates the requirement to disclose an estimate of the range of possible outcomes of recognized contingencies at the acquisition date. For unrecognized contingencies, the FASB requires that entities include only the disclosures required by SFAS No. 5. This FSP was adopted effective January 1, 2009. There was no impact upon adoption, and its effects on future periods will depend on the nature and significance of business combinations subject to this statement.

**NOTE 3      FAIR VALUE ACCOUNTING**

**Fair Value Measurements**

On January 1, 2008, the Company adopted SFAS No. 157 (SFAS 157), *Fair Value Measurements*. SFAS 157 relates to financial assets and financial liabilities. In February 2008, the FASB issued FASB Staff Position (FSP) No. FAS 157-2, *Effective Date of FASB Statement No. 157*, which delayed the effective date of SFAS 157 for all nonfinancial assets and nonfinancial liabilities, except those that are recognized or disclosed at fair value in the financial statements on at least an annual basis, until January 1, 2009 for calendar year-end entities.

SFAS 157 defines fair value, establishes a framework for measuring fair value in accounting principles generally accepted in the United States of America (GAAP), and expands disclosures about fair value measurements. The provisions of this standard apply to other accounting pronouncements that require or permit fair value measurements and are to be applied prospectively with limited exceptions.

SFAS 157 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. This standard is now the single source in GAAP for the definition of fair value, except for the fair value of leased property as defined in SFAS 13. SFAS 157 establishes a fair value hierarchy that distinguishes between (1) market participant assumptions developed based on market data obtained from independent sources (observable inputs) and (2) an entity's own assumptions, about market participant assumptions, that are developed based on the best information available in the circumstances (unobservable inputs). The fair value hierarchy consists of three broad levels, which gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy under SFAS 157 are described below:

**FORMAT, INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
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**(UNAUDITED)**

- Level 1 - Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.
- Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, including quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; inputs other than quoted prices that are observable for the asset or liability (e.g., interest rates); and inputs that are derived principally from or corroborated by observable market data by correlation or other means.
- Level 3 - Inputs that are both significant to the fair value measurement and unobservable. These inputs rely on management's own assumptions about the assumptions that market participants would use in pricing the asset or liability. (The unobservable inputs are developed based on the best information available in the circumstances and may include the Company's own data.)

The following table presents the Company's fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis as of June 30, 2009 and December 31, 2008:

	June 30, 2009			December 31, 2008	
	Level	Fair Value	Carrying Amount	Fair Value	Carrying Amount
<b>Assets</b>					
Cash	2	\$ 7,959	\$ 7,959	\$ 2,169	\$ 2,169
Accounts receivable	3	23,085	23,085	25,216	25,216
<b>Liabilities</b>					
Accounts payable and accrued expenses	3	75,334	75,334	73,745	73,745
Due to related party	3	167,197	167,197	149,928	149,928

**Fair Value Option**

On January 1, 2008, the Company adopted SFAS No. 159 (SFAS 159), *The Fair Value Option for Financial Assets and Financial Liabilities*. SFAS 159 provides a fair value option election that allows entities to irrevocably elect fair value as the initial and subsequent measurement attribute for certain financial assets and liabilities. Changes in fair value are recognized in earnings as they occur for those assets and liabilities for which the election is made. The election is made on an instrument by instrument basis at initial recognition of an asset or liability or upon an event that gives rise to a new basis of accounting for that instrument. The adoption of SFAS 159 did not have a material impact on the Company's financial statements as the Company did not elect the fair value option for any of its financial assets or liabilities.

**FORMAT, INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**JUNE 30, 2009**  
**(UNAUDITED)**

**NOTE 4      LOAN RECEIVABLE**

As of June 30, 2009 and 2008, the Company has a loan receivable from an outside party in the amount of \$20,500. The loan is interest free and due on demand. At June 30, 2009 collectability is uncertain and an allowance has been setup for the full amount due of \$20,500.

**NOTE 5      PROPERTY AND EQUIPMENT**

Property and equipment consisted of the following as of June 30, 2009 and December 31, 2008.

Depreciation expense for the three months ended June 30, 2009 and 2008 amounted to \$1,128 and \$1,521, respectively Depreciation expense for the six months ended June 30, 2009 and 2008 amounted to \$2,256 and \$3,067, respectively.

**NOTE 6      RELATED PARTY TRANSACTION**

A stockholder of the Company has made advances to the Company which are unsecured and due on demand. For the six months ended June 30, 2009 and 2008, the Company was advanced \$17,269 and \$19,000, respectively. The total amount due at June 30, 2009 was \$167,197.

**NOTE 7      INCOME TAXES**

The Company accounts for income taxes under Statement of Financial Accounting Standards No. 109 (SFAS 109). This statement mandates the liability method of accounting for deferred income taxes and permits the recognition of deferred tax assets subject to an ongoing assessment of realizability.

The components of the Company's income tax provision for the six months ended June 30, 2009 and 2008 consist of:

	<u>2009</u>	<u>2008</u>
Current income tax expense	\$ 800	\$ 800
Expected income tax benefit	46,560	40,560
Change in valuation allowance	<u>(46,560)</u>	<u>(40,560)</u>
	<u>\$ 800</u>	<u>\$ 800</u>

## **Item 2. Plan of Operation**

This following information specifies certain forward-looking statements of management of the company. Forward-looking statements are statements that estimate the happening of future events are not based on historical fact. Forward-looking statements may be identified by the use of forward-looking terminology, such as “may”, “shall”, “could”, “expect”, “estimate”, “anticipate”, “predict”, “probable”, “possible”, “should”, “continue”, or similar terms, variations of those terms or the negative of those terms. The forward-looking statements specified in the following information have been compiled by our management on the basis of assumptions made by management and considered by management to be reasonable. Our future operating results, however, are impossible to predict and no representation, guaranty, or warranty is to be inferred from those forward-looking statements.

The assumptions used for purposes of the forward-looking statements specified in the following information represent estimates of future events and are subject to uncertainty as to possible changes in economic, legislative, industry, and other circumstances. As a result, the identification and interpretation of data and other information and their use in developing and selecting assumptions from and among reasonable alternatives require the exercise of judgment. To the extent that the assumed events do not occur, the outcome may vary substantially from anticipated or projected results, and, accordingly, no opinion is expressed on the achievability of those forward-looking statements. No assurance can be given that any of the assumptions relating to the forward-looking statements specified in the following information are accurate, and we assume no obligation to update any such forward-looking statements.

**Critical Accounting Policy and Estimates.** Our Management's Discussion and Analysis of Financial Condition and Results of Operations section discusses our financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of these financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. On an on-going basis, management evaluates its estimates and judgments, including those related to revenue recognition, accrued expenses, financing operations, and contingencies and litigation. Management bases its estimates and judgments on historical experience and on various other factors that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions. The most significant accounting estimates inherent in the preparation of our financial statements include estimates as to the appropriate carrying value of certain assets and liabilities which are not readily apparent from other sources. These accounting policies are described at relevant sections in this discussion and analysis and in the notes to the financial statements included in our Quarterly Report on Form 10-Q for the period ended June 30, 2009.

**Liquidity and Capital Resources.** We had cash of \$7,959 as of June 30, 2009. Our accounts receivable were \$23,085 as of June 30, 2009. We also had \$1,200 represented by a security deposit and \$1,346 of prepaid expenses. Therefore, our total current assets as of June 30, 2009 were \$33,141. We also had \$7,001 represented by fixed assets, net of depreciation, as of June 30, 2009.

Our total assets as of June 30, 2009 were \$40,142. As of June 30, 2009, our current liabilities were \$242,531, of which \$75,334 was represented by accounts payable and accrued expenses, and \$167,197 was represented by a related party advance. The related party advance is payable to Mr. Neely, our officer, principal shareholder and one of our directors. Mr. Neely had advanced those funds to us for working capital. We had no other long term liabilities, commitments or contingencies.

Other than the proposed increases in marketing expenses and the increases in legal and accounting costs we experienced due to the reporting requirements of being a reporting company, we are not aware of any other known trends, events or uncertainties, which may affect our future liquidity.

**For the three months ended June 30, 2009, as compared to the three months ended June 30, 2008.**

**Results of Operations.**

**Revenues.** We generated revenues of \$25,884 for the three months ended June 30, 2009, as compared to \$39,110 for the three months ended June 30, 2008. The decrease in revenues was primarily due to the fact that we performed less work during the three months ended June 30, 2009 as compared to the three months ended June 30, 2008.

**Operating Expenses.** For the three months ended June 30, 2009, our total operating expenses were \$22,210, as compared to total operating expenses of \$37,006 for the three months ended June 30, 2008. The decrease in total operating expenses is due primarily to a decrease in compensation and general and administrative expenses between the two periods. We had a decrease in compensation, which totaled \$10,679 for the three months ended June 30, 2009, as compared to \$15,219 for the three months ended June 30, 2008. We also had a decrease in general and administrative expenses, which totaled \$1,834 for the three months ended June 30, 2009, as compared to \$10,191 for the three months ended June 30, 2008. Therefore, we had net income of \$3,674 for the three months ended June 30, 2009, as compared to net income of \$2,104 for the three months ended June 30, 2008.

**For the six months ended June 30, 2009, as compared to the six months ended June 30, 2008.**

**Results of Operations.**

**Revenues.** We generated revenues of \$42,776 for the six months ended June 30, 2009, as compared to \$62,218 for the six months ended June 30, 2008. The decrease in revenues was primarily due to the fact that we performed less work during the six months ended June 30, 2009 as compared to 2008.

**Operating Expenses.** For the six months ended June 30, 2008, our total operating expenses were \$58,524, as compared to total operating expenses of \$74,248 for the six months ended June 30, 2008. The decrease in total operating expenses is due to decreases in certain of our operating expenses. We had a decrease in professional fees, which totaled \$25,806 for the six months ended June 30, 2009, as compared to \$30,366 for the six months ended June 30, 2008. We also had a decrease in general and administrative expenses, which totaled \$6,024 for the six months ended June 30, 2009, as compared to \$14,073 for the six months ended June 30, 2008. Our professional fees and general and administrative expenses were higher for the comparable period in 2008 due to the costs associated with becoming a public company. Therefore, we had a net loss of \$16,558 for the six months ended June 30, 2009, as compared to a net loss of \$12,830 for the six months ended June 30, 2008.

**Our Plan of Operation for the Next Twelve Months.** To effectuate our business plan during the next twelve months, we must continue to increase the number of clients we service and actively market and promote our services. We have been actively meeting with our referral sources, such as accountants and attorneys, to understand how we can better service their clients' needs and how we can obtain EDGARization work from clients of theirs that currently use another provider. We believe that referrals will continue to comprise a majority of our business, and we hope to nurture and care for the relationships we have so that we can attract more clients.

In July 2009, we entered into a Services Agreement with Research Data Group, Inc. ("RDG"), a large provider of edgarization services, pursuant to which we will provide bulk edgarizing services to RDG in exchange for three monthly payments of \$8,194.44 during the first three months of the agreement. Subsequent to the initial ninety days of the agreement, RDG will pay us a monthly fee of \$3,750. After the initial one hundred twenty days of the agreement, either party may terminate the agreement at any time by giving thirty days written notice to the other party. We believe that we will be able to decrease our general and administrative expenses by providing edgarizing services to RDG pursuant to this agreement as we will only be responsible for invoicing RDG for our services. This brief description of the Services Agreement is not intended to be complete and is qualified in its entirety by reference to the full text of the agreement attached hereto as Exhibit 10.1.

We had cash of \$7,959 of June 30, 2009, which we estimate will not be sufficient to fund our operations for the next twelve months. Our forecast for the period for which our financial resources will be adequate to support our operations involves risks and uncertainties and actual results could fail as a result of a number of factors. Ryan Neely, our president, secretary, chief financial officer and one of our directors, has made advances to us which are unsecured and due on demand. As of June 30, 2009, the total amount due was \$167,197. We expect that the increased legal and accounting costs due to the reporting requirements of being a reporting company will continue to impact our liquidity as we will need to obtain funds to pay those expenses. Other than proposed increases in marketing expenses and the anticipated increases in legal and accounting costs of being a public company, we are not aware of any other known trends, events or uncertainties, which may affect our future liquidity.

In the event that we experience a shortfall in our capital, we intend to pursue capital through public or private financing as well as borrowings and other sources, such as our officer and directors. We cannot guaranty that additional funding will be available on favorable terms, if at all. If adequate funds are not available, then our ability to expand our operations may be significantly hindered. If adequate funds are not available, we believe that our officer and directors will contribute funds to pay for our expenses to achieve our objectives over the next twelve months.

We are not currently conducting any research and development activities. We do not anticipate conducting such activities in the near future. We do not anticipate that we will purchase or sell any significant equipment. In the event that we expand our customer base, then we may need to hire additional employees or independent contractors as well as purchase or lease additional equipment.

**Off-Balance Sheet Arrangements.** We have no off-balance sheet arrangements.

**Item 3. Quantitative and Qualitative Disclosures about Market Risk**

Not applicable.

**Item 4. Controls and Procedures**

**Evaluation of disclosure controls and procedures.** We maintain controls and procedures designed to ensure that information required to be disclosed in the reports that we file or submit under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the Securities and Exchange Commission. Based upon their evaluation of those controls and procedures performed as of June 30, 2009, the date of this report, our chief executive officer and the principal financial officer concluded that our disclosure controls and procedures were effective.

**Item 4(T). Controls and Procedures.**

**Changes in internal controls.** There were no changes in our internal control over financial reporting that occurred during the fiscal quarter covered by this report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

**PART II — OTHER INFORMATION**

**Item 1. Legal Proceedings.**

None.

**Item 1A. Risk Factors.**

Not applicable.

**Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.**

None.

**Item 3. Defaults Upon Senior Securities**

None.

**Item 4. Submission of Matters to Vote of Security Holders**

None.

**Item 5. Other Information**

None.

**Item 6. Exhibits**

10.1	Services Agreement with Research Data Group, Inc.
31	Certification of Principal Executive and Financial Officer, pursuant to Rule 13a-14 and 15d-14 of the Securities Exchange Act of 1934
32	Certification of Principal Executive and Financial Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

**SIGNATURES**

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

**Format, Inc.,  
a Nevada corporation**

Date: August 14, 2009

By: /s/ Ryan Neely  
Ryan Neely  
Chief Executive Officer, Chief Financial Officer,  
President and a Director  
(Principal, Executive, Financial and Accounting Officer)

**SERVICES AGREEMENT**

This SERVICES AGREEMENT ("Agreement") is made and entered into in duplicate and shall be effective on July 8, 2009 ("Effective Date"), by and between Research Data Group, Inc., a Nevada corporation with its principal place of business located at 3450 3rd Street, #3-F, San Francisco, California 94124 ("Corporation"), and Format, Inc. a Nevada corporation, with its principal place of business located at 3553 Camino Mira Costa, Suite E, San Clemente California 92672 ("Contractor").

**RECITALS**

**A.** It is the desire of the Corporation to engage the services of the Contractor to provide certain edgarizing services to the Corporation as determined by the management of the Corporation.

**B.** It is the desire of the Contractor to provide those services to the Corporation and to assist the management of the Corporation.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND UNDERTAKINGS HEREIN SPECIFIED AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, WITH THE INTENT TO BE OBLIGATED LEGALLY AND EQUITABLY, THE PARTIES AGREE AS FOLLOWS:**

**1. Term of Agreement.** The respective duties and obligations of the parties shall commence on the Effective Date and shall continue until terminated by either of the parties; provided however, that neither party may terminate this Agreement during the initial period of one hundred twenty (120) days from the Effective Date. Subsequent to the initial period of one hundred twenty (120) days from the Effective Date, either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

**2. Services.** The Contractor shall provide edgarizing services and certain other services to the Corporation as determined by the management of the Corporation.

**3. No Management Power of Contractor.** The business affairs of the Corporation and the operation of the business of the Corporation shall be conducted by the officers and administrative staff and employees of the Corporation. The Contractor shall not have any power or obligation of direction, management, supervision or control of the officers, administrative staff or other employees of the Corporation or otherwise be involved with the management of the business of the Corporation during the term of this Agreement.

**4. Authority to Contract.** The Contractor shall have no power to, and the Contractor shall not, obligate the Corporation in any manner whatsoever to any contract, agreement, undertaking, commitment or other obligation.

**5. Compensation.** During the initial ninety (90) days from the Effective Date of this Agreement, the Corporation shall pay to Contractor those amounts on those dates as set forth in Exhibit A. Subsequent to the initial ninety (90) days from the Effective Date of this Agreement, the Corporation shall pay to Contractor \$3,750 per month to be paid to Contractor within five (5) days of the date of the applicable invoice from Contractor.

**6. Services of Contractor Not Exclusive.** The Contractor shall devote such time as is necessary to fulfill its obligations to the Corporation specified in this Agreement.

7. **Relationship Created.** The Contractor is not an employee of the Corporation for any purpose whatsoever, but is an independent contractor. The Corporation is interested only in the results obtained by the Contractor. The Contractor shall have the sole and exclusive control of the manner and means of performing. All expenses and disbursements, including, but not limited to, those for travel and maintenance, entertainment, office, clerical and general administrative expenses, that may be incurred by the Contractor in connection with this Agreement shall be borne and paid wholly and completely by the Contractor, and the Corporation shall not be in any way responsible or liable therefor.

7.1 **Ownership of Work Product and New Developments.** Contractor agrees that all computer programs, software, source codes, computations, data files, algorithms, techniques, designs, plans, reports, specifications, drawings, inventions, processes, and other information or items produced by Contractor concerning the development of the Corporation's products and services shall be considered works made for hire by the Contractor for the Corporation and shall be the exclusive property of the Corporation. All such work will be assigned to the Corporation as the sole and exclusive property of the Corporation and the Corporation's assigns, nominees and successors, as well as any copyrights, patents or trademarks obtained by Contractor while performing services under this Agreement concerning the development of the Corporation's products and services. On request and at the Corporation's expense, Contractor agrees to assist the Corporation obtain patents and copyrights for any new developments. Such assistance includes providing data, plans, specifications, descriptions, documentation, and other information, as well as assisting the Corporation in completing any required application or registration.

7.2 **Non-Disclosure of Proprietary and Confidential Information By Contractor.** During the term of this Agreement, Contractor may have access to Confidential Information (as used in this Section 7.2, "Confidential Information" shall include, but not be limited to, computer programs, software, source codes, computations, data files, algorithms, techniques, processes, designs, specifications, drawings, charts, plans, schematics, computer disks, magnetic tapes, books, files, records, reports, documents, instruments, agreements, contracts, correspondence, letters, memoranda, financial, accounting, sales, purchase and employment data, capital structure information, corporate organizational information, identities, names and addresses of shareholders, directors, officers, employees, contractors, vendors, suppliers, customers, clients and all persons and entities associated with Corporation, information pertaining to projects, projections, assumptions and analyses, and all other data and information and similar items relating to the business of Corporation and all other data and information and similar items relating to Corporation of whatever kind or nature and whether or not prepared or compiled by Corporation) or other information and data of a secret and proprietary nature which the Corporation desires to keep confidential. Confidential Information shall not include general or public knowledge. General or public knowledge shall include such information as may be discerned from an inspection of records expressly held open for public inspection by any government or administrative agency, body or authority. Contractor (and any of its officers, directors, shareholders, affiliates, related entities, partners, agents and/or employees) agrees and acknowledges that the Corporation has exclusive proprietary rights to all Confidential Information, and Contractor hereby assigns to the Corporation all rights that he might otherwise possess in any Confidential Information. Except as required in the performance of Contractor's duties to the Corporation, Contractor will not at any time during or after the term hereof, directly or indirectly use, communicate, disclose, disseminate, lecture upon, publish articles or otherwise put in the public domain, any Confidential Information. Contractor agrees to deliver to the Corporation any and all copies of Confidential Information in the possession or control of Contractor upon the expiration or termination of this Agreement, or at any other time upon request by the Corporation. Contractor will restrict the possession, knowledge and use of the Confidential Information to its employees, officers, director, shareholders, consultants, lawyers and entities controlled by or controlling it (collectively, "Personnel") that have a legitimate "need to know" such Confidential Information in connection with the services to be provided pursuant to the Agreement. Contractor will ensure that its Personnel comply with this Agreement and Contractor will be liable for any breach of this Agreement by its Personnel and will promptly notify the Corporation of any such breach. The provisions of this section shall survive the termination of this Agreement.

**8. Indemnification.** Each party shall defend and hold the other party harmless from and against, and shall indemnify the other party for, any loss, liability, damage, judgment, penalty or expense (including administrative costs and expenses, attorney's fees and costs of defense) suffered or incurred by any person, or to any property, in relation to any action or inaction taken by such party, whether intentional, negligent or otherwise, or by any of such party's affiliates, directors, officers, employees, representatives or agents (including attorneys, accountants and financial advisors).

**9. Governmental Rules and Regulations.** The provisions of this Agreement are subject to any and all present and future statutes, orders, rules and regulations of any duly constituted authority having jurisdiction of the relationship and transactions defined by this Agreement.

**10. Notices.** All notices, requests, demands or other communications pursuant to this Agreement shall be in writing or by facsimile transmission and shall be deemed to have been duly given (i) on the date of service, if delivered in person or by facsimile transmission (with the facsimile confirmation of transmission receipt serving as confirmation of service); or (ii) 48 hours after mailing by first class, registered or certified mail, postage prepaid, and properly addressed to such address or addresses as may be provided by the parties hereto for such purposes.

**11. Entire Agreement.** This Agreement constitutes the final, complete, and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written, and all contemporaneous oral negotiations, agreements, and understandings. This Agreement may be amended only by an instrument in writing which expressly refers to this Agreement and specifically states that such instrument is intended to amend this Agreement and is signed on behalf of both parties.

**12. Execution in Counterparts.** This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**13. Choice of Law and Consent to Jurisdiction.** All questions concerning the validity, interpretation or performance of any of the terms, conditions and provisions of this Agreement or of any of the rights or obligations of the parties, shall be governed by, and resolved in accordance with, the laws of the State of California. Any and all actions or proceedings, at law or in equity, to enforce or interpret the provisions of this Agreement shall be litigated in courts having situs within the State of California.

**14. Assignability.** Neither party shall sell, assign, transfer, convey or encumber this Agreement or any right or interest in this Agreement or pursuant to this Agreement, or suffer or permit any such sale, assignment, transfer or encumbrance to occur by operation of law without the prior written consent of the other party. In the event of any sale, assignment, transfer or encumbrance consented to by such other party, the transferee or such transferee's legal representative shall agree with such other party in writing to assume personally, perform and be obligated by, the covenants, obligations, warranties, representations, terms, conditions and provisions specified in this Agreement.

**15. Consent to Agreement.** By executing this Agreement, each party, for himself, represents such party has read or caused to be read this Agreement in all particulars, and consents to the rights, conditions, duties and responsibilities imposed upon such party as specified in this Agreement.

**16. Attorney's Fees.** In the event of a legal proceeding between the parties to enforce a provision under this Agreement, the prevailing party to such action shall be entitled to recover from the other party its reasonable attorney's fees and costs for participating in the legal action.

**17. Severability.** To the extent any provision of this Agreement shall be determined to be unlawful or otherwise unenforceable, in whole or in part, such determination shall not affect the validity of the remainder of this Agreement, and this Agreement shall be reformed to the extent necessary to carry out its provisions to the greatest extent possible. In the absence of such reformation, such part of such provision shall be considered deleted from this Agreement and the remainder of such provision and of this Agreement shall be unaffected and shall continue in full force and effect. In furtherance and not in limitation of the foregoing, should the duration or geographical extent of, or business activities covered by any provision of this Agreement be in excess of that which is valid and enforceable under applicable law, then such provision shall be construed to cover only that duration, extent or activities which may validly and enforceably be covered. To the extent any provision of this Agreement shall be declared invalid or unenforceable for any reason by any governmental or regulatory authority in any jurisdiction, this Agreement (or provision thereof) shall remain valid and enforceable in each other jurisdiction where it applies. Both parties acknowledges the uncertainty of the law in this respect and expressly stipulate that this Agreement shall be given the construction that renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law.

IN WITNESS WHEREOF the parties have executed this Agreement in duplicate and in multiple counterparts, each of which shall have the force and effect of an original, on the date specified in the preamble of this Agreement.

**CORPORATION:**

Research Data Group, Inc.,  
a Nevada corporation

**CONTRACTOR:**

Format, Inc.,  
a Nevada corporation

/s/ Jonathan Elliott

Jonathan Elliott  
SVP & Director

/s/ Ryan Neely

Ryan Neely  
President

**EXHIBIT A**

<b>Amount Due</b>	<b>Payment Due Date</b>
\$8,194.44	July 1, 2009
\$8,194.44	August 1, 2009
\$8,194.44	September 1, 2009

**Exhibit 31**

**Certification of Principal Executive and Financial Officer,  
pursuant to Rule 13a-14 and 15d-14 of the Securities Exchange Act of 1934**

I, Ryan Neely, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Format, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) 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 that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 14, 2009

/s/ Ryan Neely

Ryan Neely

Chief Executive Officer, Chief Financial Officer

**Exhibit 32**

**Certification of Principal Executive and Financial Officer  
Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to  
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report of Format, Inc. a Nevada corporation (the "Company") on Form 10-Q for the period ending June 30, 2009, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Ryan Neely, Chief Executive Officer and Chief Financial Officer of the Company, certifies to the best of his knowledge, 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 fairly presents, in all material respects, the financial condition and result of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to Format, Inc., and will be retained by Format, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

/s/ Ryan Neely

Ryan Neely

Chief Executive Officer, Chief Financial Officer

August 14, 2009