NON COMPETE AGREEMENT

NON COMPETE AGREEMENT (this "Agreement"), effective as of \_\_\_\_\_\_\_\_\_\_\_\_, 2004,

between KongZhong Corporation, an exempted company organized and existing under

the laws of the Cayman Islands (the "Company"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

residing at \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the "Executive").

 RECITAL

The Executive and the Company has entered into an agreement providing for the

Company's employment of Executive (the "Employment Agreement") and deem it in

their respective interests to enter into an agreement providing the obligation

of non-compete for the Executive.

 WITNESSETH

In consideration of the mutual promises and agreements contained herein, and for

other good and valuable consideration, the receipt of which is hereby

acknowledged, the parties hereto agree as follows:

1. COVENANT NOT TO COMPETE

 Executive hereby agrees that, during the term of employment under the

 Employment Agreement and for a period of one (1) year thereafter, the

 Executive shall not:

 1.1 engage or participate in, directly or indirectly (whether as an

 officer, director, employee, partner, consultant, holder of an

 equity or debt investment, lender or in any other manner or

 capacity), or lend his name (or any part, variant or formative

 thereof) to, any wireless date service business which is, or as a

 result of the Executive's engagement or participation would become,

 competitive with any significant aspect of the

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 business of the Company, which, measured by revenue generated,

 accounts at least 10% of the Company's business;

 1.2 solicit any officer, director, employee or agent of the Company to

 become an officer, director, employee or agent of the Executive, his

 respective affiliates or anyone else;

 1.3 engage in or participate in, directly or indirectly, any business

 conducted under any name that shall be the same as or similar to the

 name of the Company or any trade name used by it that is (i)

 directly or indirectly competitive with the business of the Company

 or (ii) engaged in any related activity where the use of such name

 is reasonably likely to result in confusion; and

 1.4 transfer, sell, assign, pledge, hypothecate, give, create a security

 interest in or lien on, place in trust (voting or otherwise), or in

 any other way dispose of more than 1% of total outstanding shares of

 the Company as of the date of said disposition in one or a series of

 related transactions directly owned of record by the Executive to

 any person which is competitive with any significant aspect of the

 business of the Company, which, measured by revenue generated,

 accounts at least 10% of the Company's business.

2. VIOLATION OF THIS AGREEMENT

 2.1 In the event that the Executive do not comply with the terms of this

 Agreement, any profit sharing or stock options to which the

 Executive would otherwise be entitled shall be subject restriction,

 forfeiture or other dispositions to be decided by the Board of

 Directors of the Company.

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 In the event the Executive does not comply with the terms of this

 Agreement, the Company reserves the right to discharge the Executive

 as an employee. Furthermore, the Company reserves the right to

 recover monetary damages from the Executive, and the Company may

 also recover punitive damages to the extent permitted by law. In the

 event that monetary damages are an inadequate remedy for any harm

 suffered by the Company as a result of a breach of this Agreement by

 the Executive, the Company may also seek other relief, including an

 order of specific performance or injunctive relief.

 2.3 The Executive further agree to indemnify and hold the Company

 harmless from any damages, losses, costs or liabilities (including

 legal fees and the costs of enforcing this indemnity agreement)

 arising out of or resulting from failure of the Executive to abide

 by the terms of this Agreement.

3. ACKNOWLEDGMENT

 3.1 The Executive agree that, in light of the substantial benefits the

 Executive will receive as the Company's employee, the terms

 contained in this Agreement are necessary and reasonable in all

 respects and that the restrictions imposed on the Executive are

 reasonable and necessary to protect the Company's legitimate

 business interests. Additionally, the Executive hereby acknowledge

 and agree that the restrictions imposed on the Executive by this

 Agreement will not prevent the Executive from obtaining employment

 in its field of expertise or cause the Executive undue hardship.

 3.2 By accepting this Agreement, the Executive acknowledge that, given

 the nature of the Company's business, the provisions contained in

 this Agreement contain reasonable limitations as to time,

 geographical area and scope of activity to be restrained, and do not

 impose a greater restraint than is necessary to protect and preserve

 the Company and to protect the Company's legitimate interests. If,

 however, the provisions of this Agreement are determined by any

 court of competent jurisdiction or any arbitrator to be

 unenforceable by reason of its extending for too long a period of

 time or over too large a geographic area or by reason of its being

 too extensive in any other respect, or for any other reason, it

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 will be interpreted to extend only over the longest period of time

 for which it may be enforceable and over the largest geographical

 area as to which it may be enforceable and to the maximum extent in

 all other aspects as to which it may be enforceable, all as

 determined by such court or arbitrator in such action.

4. MISCELLANEOUS

 4.1 This Agreement shall be governed by and construed in accordance with

 the laws of the Cayman Islands, without regard to any conflicts of

 laws provision thereof.

 4.2 If any provision of this Agreement or any portion thereof is

 declared invalid, illegal, or incapable of being enforced by any

 court of competent jurisdiction, the remainder of such provisions

 and all of the remaining provisions of this Agreement shall continue

 in full force and effect.

 4.3 Section headings in this Agreement are included herein for

 convenience of reference only and shall not constitute a part of

 this Agreement for any other purpose.

 4.4 Failure to insist upon strict compliance with any of the terms,

 covenants, or conditions hereof shall not be deemed a waiver of such

 term, covenant, or condition, nor shall any waiver or relinquishment

 of, or failure to insist upon strict compliance with, any right or

 power hereunder at any one or more times be deemed a waiver or

 relinquishment of such right or power at any other time or times.

 4.5 Executive acknowledges (i) that he has consulted with or has had the

 opportunity to consult with independent counsel of his own choice

 concerning this Agreement and has been advised to do so by the

 Company, and (ii) that he has read and understands the Agreement, is

 fully aware of its legal effect, and has entered into it freely

 based on his own judgment.

 4.6 This Agreement may be executed in several counterparts, each of

 which shall be deemed to be an original but all of which together

 will constitute one and the

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 same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and

year first above written.

ABC INC.

By:

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Title:

ACCEPTED AND AGREED TO:

By:

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Name: