

FORM CPA-BASIC

CREDITPLUS® AGREEMENT *(For non-IRA accounts)*

In addition to the terms and conditions of the Client Account Agreement (Form CAA), the following terms apply to all Creditplus® Accounts:

1. CREDITPLUS® ACCOUNT *(For non-IRA accounts only)*

The Creditplus® Account is a program which links a conventional WMS general securities account ("Securities Account"), with a Special Financial Services Account ("Special Account") in which Creditplus® check and card transactions may be processed under an arrangement between us and our Special Account processing agent (the "Processor"). Before Special Financial Services can be provided to the Creditplus® Account, the Processor must accept your Creditplus® Account Application. Creditplus® check and/or card transactions will be charged (debited) to your Securities Account when the Processor presents the transactions to us for payment.

2. SECURITIES ACCOUNT

The Securities Account is maintained pursuant to the rules and regulations of the Securities and Exchange Commission, the Board of Governors of the Federal Reserve System, the New York Stock Exchange, and the National Association of Securities Dealers, as well as the policies of WMS. The Securities Account is subject to the terms and conditions of the Client Account Agreement (Form CAA) and the Margin Agreement (Form M), which you have signed separately.

3. SPECIAL ACCOUNT

The principal characteristics and operational functions of the Special Account are:

3.1 You may write an unlimited number of Creditplus® checks ("checks") through the Special Account. Checks may be for any amount up to the value of available funds in the Creditplus® Account ("Creditplus® Value") and may be expense coded at your option.

The Special Account may also be used to process Creditplus® card ("card") transactions. You or persons authorized by you may use the card to pay for purchases or to receive cash advances (including cash advances through certain Automated Teller Machines where available) generally for any amount up to the Creditplus® Value. The Processor may place limits on the amount of cash advances processed through the Special Account.

Generally, the aggregate amount available for all check and card transactions in the Special Account is limited to the Creditplus® Value.

3.2 The Creditplus® Value is the sum of the Liquidity Value, less the sum of the total amount of checks presented for collection in the Special Account but not yet posted to your Securities Account and less the total of card transactions approved in advance in the Special Account but not yet posted to your Securities Account.

3.3 The Liquidity Value (which includes a reduction for the WMS minimum equity requirement of \$2000.00) in your Securities Account is the sum of any uninvested cash credit balance and the available margin loan value of securities; less the sum of any accrued but not posted interest expense and less the value of deposits represented by uncleared checks. We may impose a hold on cash withdrawals from the Securities Account when such withdrawals include amounts for checks pending clearance and collection deposited to the Securities account. We will calculate interest on such uncleared funds, however, from the date of the check deposit, if such check clears the subsequent collection process cycle. Since the Liquidity Value is dependent upon many variables, including the status of uncleared checks deposited and pending collection, it may fluctuate daily.

3.4 In most instances, where you or an authorized person uses the card to pay for merchandise or services, or to obtain a cash advance, you generally will be required to sign a transaction draft as evidence of the transaction. This transaction draft will be passed through the card processing clearing system to the card-clearing bank for payment from the Special Account. Check transactions require a similar clearing process. Unlike regular credit card account procedures, where invoices are sent monthly to card users, the Processor will notify us every banking business day of the amount of all card and check transactions cleared and paid by the Processor, and we will reimburse the Processor promptly on your behalf using funds available from the uninvested cash credit balance in your Securities Account. If such cash funds prove insufficient, we will advance funds to the Processor from the available margin loan value in your Securities Account. The amount of all such advance payments to the Processor will be WMS margin loans and will be secured by securities in your Securities Account. Such margin loans by WMS to the undersigned will be charged compounded interest from the day we make payment to the processor at the same rate and in the same manner as the interest we charge for other margin loans. You acknowledge receipt of our standard written explanation of margin interest charges as reflected in its Disclosure Statement.

3.5 If the Securities Account sources of funds are insufficient to satisfy all charges owing in the Special Account, the card clearing bank will advance the balance of funds to us and charge such deficient amount to a "Loan Account" to be established for the benefit of your account. The card clearing bank will impose a finance charge on such amounts advanced in the Loan Account and will directly service such loan amounts in accordance with the provisions of the Special Financial Services Agreement you will receive with the issuance of cards under the Creditplus® Account program. All Loan Account payments and related statements and notices will be administered and serviced directly by the card clearing bank and not WMS.

4. FEES AND CHARGES

We may impose a maintenance fee for the Creditplus® Account and may recover special charges incurred in connection with your check and card transactions. Any fees and special charges may be charged (debited) to your Securities Account, including charges for cost of checks, stop payments, or declined checks, and for photocopies of checks and card drafts.

5. INITIAL AND MINIMUM EQUITY REQUIREMENTS

We generally will require an initial equity of \$5000.00 in either cash and/or securities in the Securities Account prior to approving a Creditplus® Account. Generally, we also will require you to maintain a minimum equity of \$2000.00 in the Securities Account for you to continue using the Creditplus® Account. Therefore, we will deduct \$2000.00 automatically in calculating Liquidity Value.

6. PERIODIC REPORTS

Each month you will receive a transaction statement from us, listing all services, cash advances and purchases of merchandise using the card and checks in the Special Account. The transaction statement will also show securities purchases or sales, and other securities related transactions in your Securities Account (whether on margin or a fully paid cash basis), interest, dividends, and Creditplus® fees, charges, or adjustments. The check-clearing bank will retain all checks processed through the Special Account, but you can obtain copies of checks and card transaction drafts upon specific request.

Loan Account proceeds received into the Securities Account will appear on the WMS monthly transaction statement. The card-clearing bank will furnish you with a separate monthly Loan Account statement showing complete details of transactions, repayments and finance charges.

7. INTEREST ON CASH CREDIT BALANCES

Our current policy is to pay interest on cash credit balances intended for investment held in the Securities Account. We will credit interest to the Securities Account each month on both sales proceeds and funds deposited with us for investment, at a floating rate determined by us, with periodic adjustments. Interest amounts of less than \$2.50 per month will not be credited to the Securities Account.

8. SPECIFIC AUTHORITY

You authorize us to charge (debit) your Securities Account in sufficient amounts to promptly pay for all check and card transactions by you or an authorized person in your WMS Creditplus® Account, pursuant to the terms and conditions of this Agreement. You authorize us to access your Loan Account when sources of funds in the Securities Account are insufficient to pay the Processor for check and card transactions in the Special Account.

9. TERMINATION OF THE CREDITPLUS® ACCOUNT

You may terminate use of the WMS Creditplus® Account services at any time by giving notice to us and by returning to us all unexpired cards issued to you in connection with the Creditplus® Account. We may terminate your use of the Creditplus® services at any time in our sole discretion. The Processor, the card clearing bank and the check clearing bank ("Creditplus® Agents") reserve the right to cancel your privileges in the Special Account pursuant to the provisions of this Agreement and the provisions of the Special Financial Services Agreement to be provided to you.

Upon termination of any or all financial services associated with the Creditplus® Account, whether by you, the Creditplus® Agents or us, you shall remain liable for all unpaid check and card transactions or other charges incurred in connection with the Creditplus® Account and shall return to us all unexpired Cards issued to you. For our protection, because of possible unknown pending Creditplus® card and check transactions not yet processed through the Special Account, we may retain possession or control over any funds, securities or other property in your Securities Account at WMS for a reasonable period of time after termination of the Creditplus® Account.

10. COSTS OF COLLECTION

You agree to pay us the reasonable costs and expenses of collection, including attorney's fees, for any unpaid balance in your Securities Account.

11. SEPARABILITY

If any provision of this Agreement is determined to be unenforceable, such determination shall not affect the validity of the remaining provisions of this Agreement. We may change the terms or conditions of this Agreement by giving reasonable written notice, and such changed terms and conditions shall apply on the effective date stated in that notice.

12. SUCCESSORS AND ASSIGNS

This Agreement will pass on to the successor and assigns of WMS and of the Creditplus® Agents. This provision does not abrogate the termination rights, WMS, or the Creditplus® Agents.

13. AUTHORITY OF TRUSTS AND PARTNERSHIPS TO ACT

(Not Applicable To Individual Or Joint Accounts)

You have provided us with documents attesting to your authority to subscribe to the WMS Creditplus® Account, which designate one or more persons to use the Creditplus® Account Special Financial Services, on your behalf. WMS and its Creditplus® Agents will rely on the authority you have granted and will act upon the instructions, checks, and card transaction drafts issued by the persons so designated, without liability for doing so.

Until we and our Creditplus® Agents receive written notice of the revocation of the authority of any person to act on your behalf, delivered to our Main Office, we and our Creditplus® Agents shall be protected from any losses incurred because of the unauthorized use by such person of any of the services available under the Creditplus® Account program, including the checks and card. In the event of the revocation of the authority of any person to act on your behalf, you agree to promptly return to us or our designated Creditplus® Agents the unexpired cards issued to such persons.