



WAKAGA

ECONOMIC DEVELOPMENT GROUP

Economic Development Partner Program

EDP Program: Legal Counsel Review Guide

A public orientation to the Version 7 framework, governing instruments, and matters requiring document-specific review.

Program architecture and document map

Formation, authority and commercial terms

Counsel review priorities and source references





01 / PURPOSE & PARTIES

A guide to the contractual structure

This guide is intended for attorneys reviewing an applicant's or counterparty's proposed relationship with Wakaga. It explains the program structure and identifies relevant provisions in the EDP-only execution edition of the Version 7 Master Agreement. It is a public orientation, not a legal opinion, enforceability determination, or substitute for reviewing the complete controlling documents.

Institutional context

Wakaga Economic Development Group is wholly owned by the Wakpamni Lake Community government, a local subsidiary municipal tribal government of the Oglala Sioux Tribe. The Master Agreement identifies Wakaga as the contracting enterprise and expressly distinguishes WLC ownership from contractual payment or performance obligations. Counsel should verify the legal identity and authority of every party to the proposed transaction. References: Sections 1.24, 2, 4, and 46.7.

Program purpose and boundary

The program establishes a controlled framework for independent participants to identify, develop, and support commercial opportunities. It addresses authorization, conduct, compliance, information, project review, and compensation. Government-contract and government-grant activity is excluded from this framework and follows separate Wakaga arrangements. References: Sections 3 and 31.

Independent relationship and no transferred status

The agreement describes the EDP as an independent contractor and business partner; the label does not create employment, a general agency, a joint venture, or governmental office. It does not transfer tribal ownership, immunity, tax status, preferences, or certification eligibility to the EDP. These are statements of the contractual structure; the legal characterization of a particular activity requires counsel's analysis. References: Sections 4 and 46.8.

Review the named entity, signed instruments, current registry records, and proposed activity together. A title, website listing, certificate, or portal account is not a substitute for that analysis.

**02 / DOCUMENT MAP**

The governing document set

Instrument	Function and review focus
Master Agreement	Program relationship, acceptance, limits, conduct, economics, lifecycle, remedies, and dispute provisions. Confirm the current edition and amendments.
Appendix A - Project Authorization	Identifies the project, participating entity, approved role, scope, contacts, duration, restrictions, and related documents. Review permitted activities specifically.
Appendix B - Compensation	Addresses defined project or project-type economics. Confirm scope, effective date, replacement language, and interaction with default provisions.
Appendix C - Personnel Joinder	Creates direct obligations for covered individuals. Confirm who participates and when the required joinders are completed.
Appendix D - Responsible Principal	Personal undertakings and a guaranty of specified obligations. Identify the individual capacity, covered obligations, conditions, and release provisions.
Appendix E - Subsidiary Joinder	Records a particular subsidiary's limited direct obligations for an identified project. Do not infer cross-entity liability.
Appendix F - Policies and Schedules	Records acknowledgment of applicable policy and charge-schedule versions. Distinguish participation fees from separately applicable obligations.

Precedence and version control

Section 53.3 establishes an order of precedence: authorized formal amendment; Master Agreement; applicable project authorization; applicable compensation appendix; Wakaga Requirements and acknowledged schedules; then other program documents. Matters expressly delegated to a lower-order document require separate attention. Section 10.7 addresses competing compensation documents.

This guide summarizes the V7 master and Appendices A-F reviewed for this edition. Additional transaction-specific documents may be required and must be obtained for the particular project.



03 / FORMATION & AUTHORITY

Separate acceptance from project approval

EDP-only execution model

In the reviewed edition, the EDP signs the Master Agreement and Wakaga does not countersign it. Section 54 treats the EDP signature as an offer and identifies Partner ID issuance plus partner-login activation as Wakaga's acceptance mechanism. The recorded issuance date establishes effectiveness. Counsel should examine the actual acceptance record rather than infer formation from a signed application or draft. References: Sections 7.1-7.2 and 54.1-54.3.

Separate project and compensation instruments

Project authorization defines approved scope and authority. Project and compensation appendices generally require execution by the EDP and an Authorized Wakaga Signatory; Section 10.4 provides a specific mechanism for certain increase-only compensation changes. Counsel should check the applicable signature and acceptance requirements for each instrument. References: Sections 9, 10, and 54.5.

Entity participants and individual capacity

Entity applicants must establish signing authority and disclose participating personnel. Covered Persons are subject to joinder requirements before access or participation. Responsible Principal requirements and any written waiver should be checked separately. An entity signature, an individual joinder, and a personal guaranty serve different purposes. References: Sections 5-6 and 42; Appendices C-D.

Apparent authority and public credentials

The agreement expressly limits reliance on titles, email addresses, attendance, accounts, and verification listings. A certificate is informational. For a specific commitment, review the authorization, signatory authority, scope, restrictions, and current status. References: Sections 4.2, 18.11, 19.4, 22, and 54.4.

A public credential and a project authorization answer different questions: whether the participant is recognized by the program, and what that participant may do in a particular matter.

**04 / COMMERCIAL & OPERATING TERMS**

Identify the provisions that affect the client

Economic terms

Read the current compensation appendix alongside the Master Agreement's default provisions, definitions, earning conditions, accounting methodology, payment requirements, and applicable version rules. Do not assume that project approval alone establishes a particular rate or that gross transaction value is the payment base. Public guides do not publish a rate card. References: Sections 1, 8.5-8.6, 9.3, and 10-13; Appendix B.

Term and changes in status

Review the authorization period and renewal process, then evaluate the distinct consequences of expiration, suspension, termination, death, incapacity, and changes of control. Counsel should analyze compensation treatment, accrued and future amounts, offboarding, and surviving obligations in the actual documents. References: Sections 7, 35-38, 50, and 53.15.

Information, intellectual property, and personnel

Evaluate confidentiality, protected legal materials, platform and AI restrictions, work-product ownership, preexisting materials, record retention, and individual participation obligations against the proposed workflow. Access to Wakaga legal materials does not establish an attorney-client relationship between Wakaga's counsel and the EDP. References: Sections 18, 23-26, 29, and 32; Appendix C.

Risk allocation

Assess disclosure duties, compliance and licensing, non-circumvention, non-solicitation, charges, indemnity, insurance, personal undertakings, and guaranties. Identify which obligations apply to the entity, which apply to individuals, and which survive participation. References: Sections 27-30 and 39-42; Appendices D and F.

This public guide deliberately omits transaction-specific amounts, confidential schedules, security procedures, and private legal analysis. Obtain the applicable controlled documents through authorized channels.



05 / LEGAL REVIEW

Forum, immunity, and review priorities

Contractual dispute structure

Sections 43-44 address compliance determinations, written claims, internal review, and exhaustion. Section 45 specifies a tribal-law hierarchy, initial tribal-court venue, and a conditional fallback provision. Section 46 reserves sovereign immunity and states formal requirements for any separate limited waiver. Sections 48-49 address enforcement, deadlines, waivers, and liability limitations.

Counsel should independently assess jurisdiction, enforceability, available remedies, procedural requirements, and any proposed waiver in the relevant factual and legal setting. Contract language expressing consent or a fallback venue is not, by itself, a determination that a court has jurisdiction or that immunity has been waived.

Suggested review checklist

- Confirm the exact parties, authority evidence, current versions, and acceptance record.
- Match the project scope to the activities the client intends to undertake.
- Reconcile applicable economic documents, earning conditions, and lifecycle effects.
- Explain individual joinder and guaranty obligations to the affected signers.
- Review data handling, work product, conflicts, regulated activity, and personnel requirements.
- Evaluate dispute provisions, remedy limitations, deadlines, and survival before execution.

Official information and access

Public EDP information: partners.wakagagroup.com

Wakaga Workspace - applications and login: wakagagroup.net

Contact Wakaga: [Official contact page](#)

Source and scope

Wakaga Economic Development Partner Master Agreement, Version 7, WEDG-LEGAL-EDP-001 (EDP-only execution edition). Section references throughout this guide are to that edition, unless an appendix is named. Appendices A-F were consulted for their stated purposes and document structure. Public access and directory presentation reflect Wakaga instructions dated October 18, 2026. Obtain the registry-controlled version applicable to the proposed relationship. No private advisory memorandum is incorporated into this public guide.

This public guide explains the program; it does not amend the governing agreement, create an EDP relationship, approve a project, set compensation, or issue a credential. Current controlling documents and Wakaga records govern.