

ASCEND HEROES ELIGIBILITY REQUIREMENTS

In order to be eligible for our program, you, the Applicant, must meet all of the following requirements:

- Must be a Veteran of a United States Military branch- You have previously served in any branch of the U.S. Armed Forces, including the National Guard or Reserves, and received a discharge or release that was not dishonorable.
- If you are a current service member- You are currently serving in any branch of the U.S. Armed Forces, including the National Guard or Reserves. If your date of separation occurs in the next 6 months, you are eligible to apply and receive conditional acceptance (meaning you cannot receive program benefits until you meet the program's full eligibility requirements). You will need to provide official verification of your military service from a commander or personnel officer.
- Either (a) currently work remotely or have the ability to work remotely full-time or (b) be self-employed outside of West Virginia (with a business that is capable of being managed remotely) or (c) at the time of application have a job secured that is based in West Virginia. Proof of full-time employment as determined by your current employer and proof of veteran status (DD214, NGB22, or similar documentation) will be required.
- If you do not meet the above work criteria, you are eligible to apply and receive conditional acceptance. Employment assistance services can be provided by the WV National Guard throughout the participants' first year of conditional acceptance.
- Provide evidence of employment and income prior to full acceptance into the Ascend Heroes Program (examples of acceptable documents include your most recent paystub or previous year's tax documents with SSN and any other sensitive information redacted).
- Have the ability to relocate to the areas designated by the Ascend Heroes Program within 6 (six) months of notification of acceptance. Alternate locations in WV outside the six primary locations may be approved on a case by case basis.
- Be 18 years or older.
- Reside full-time outside of West Virginia and be a U.S. Citizen or Green Card holder (proof of residency outside of West Virginia at time of final acceptance will be required; proof of citizenship or Green Card status may be requested; the Ascend Heroes Program cannot aid an Applicant in the attainment of citizenship).

ASCEND HEROES PROGRAM TERMS AND CONDITIONS

By submitting an application to the Ascend Heroes Program, administrated by West Virginia University ("Program"), you acknowledge and agree to the following:

1) Applicants selected to relocate to West Virginia under the Program ("Recipients") and who comply with the Program Terms and Conditions and (a) relocate within six (6) months of notification of selection; (b) will be required to sign and abide by an Ascend Heroes Program

Contract; (c) will receive \$12,000 (“Program Incentive”) payable according to two options with certain requirements and contingencies (i) monthly over 24 (twenty-four) months, or (ii) one lump sum after verifiable proof of primary residency in the case of a qualifying home purchase, among other incentives; and (d) be required to abide by all Program Terms and Conditions, including the Ascend WV Code of Conduct and any anti-harassment policies; and (f) continue to meet and abide by the Program eligibility requirements. Recipients are solely responsible for any taxes associated with payment by the Ascend Heroes Program for relocation to West Virginia.

(2) Only one application per person. Certain applicants will be notified via email that they are selected by Program officials for an interview conducted virtually or by other means as appropriate. Participation in such an interview is a condition of potentially being selected as a Recipient.

(3) “Program Terms and Conditions” means (a) these Program terms, (b) the terms of the Ascend Heroes Program Contract, (c) all policies and procedures published in any manner by the Ascend WV Program or Ascend Heroes Program, and (d) any other terms and conditions imposed by the Ascend WV Program, Ascend Heroes Program, and/or West Virginia University (“WVU”) relating to the Program.

(4) By completing and submitting an application, you: (a) represent and warrant that (i) you have read, and agree to be bound by, the Program Terms and Conditions; (ii) you are eligible to apply for the Program, and (iii) certify that all of the information provided as part of your application is accurate and complete; (b) consent to the use of your name and/or likeness by WVU and its Ascend Heroes Program for promotional purposes (whether online, in print or through any other media now known or hereafter developed), without additional compensation or authorization unless prohibited by law; (c) agree (i) to be bound by the interpretation of the Program Terms and Conditions made by WVU and its Ascend Heroes Program (ii) that all decisions made by WVU and its Ascend Heroes Program are final in all matters relating to the Program, and (iii) the Ascend Heroes Program has the sole right to decide all matters and disputes arising from this application;

(d) agree that THIS IS NOT AN APPLICATION FOR EMPLOYMENT; (e) agree that submitting an application does not entitle you to any incentive or consideration whatsoever and that an Ascend Heroes Program Contract must be signed between you and WVU and its Ascend Heroes Program before any Program Incentive payments will be made; (f) agree that statements or information furnished on this application are subject to verification and agree to furnish supporting documents or information when so requested, including names, addresses and phone numbers (if known) of officials or other individuals who can substantiate the content of the application; (g) agree that intentional misstatements or falsification may result in disqualification of consideration from the Program; (h) agree that the Ascend Heroes Program reserves the right to require a confidential background check (i) to help ensure that the use of any Recipients in advertising or publicity for the Ascend Heroes Program will not bring WVU, the Ascend Heroes Program, or the State of West Virginia into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Ascend Heroes Program, as determined by the Ascend Heroes Program in its sole and absolute discretion, and (ii) to further validate that the selection of any Recipient to relocate to West Virginia will not

violate applicable U.S. or State laws or regulations; and (i) agree to release and hold harmless WVU, its respective board members, officers, directors, employees, and agents and affiliates (the “Released Parties”) from and against any claim or cause of action arising out of participation or application in the Program or receipt or use of any incentive, including, but not limited to: (i) any technical errors that may prevent an applicant from submitting an entry; (ii) unauthorized human intervention in the Program; (iii) printing errors; (iv) lost, late, postage-due, misdirected, or undeliverable mail or email; (v) errors in the administration of the Program or the processing of applications; or (vi) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participating in the application and selection process or being a Recipient in the Program.

(5) If any Recipient has been convicted of a felony or a misdemeanor of moral turpitude or the Ascend Heroes Program determines in its sole discretion that selection of a Recipient to relocate to West Virginia or use Recipient in advertising might reflect unfavorably on WVU and its Ascend Heroes Program, the Recipient’s selection for relocation to West Virginia may be revoked.

(6) If attempted notification for an interview or selection as a Recipient is returned as undeliverable and follow-up notification attempts are unsuccessful after 30 days, or if a Recipient is not verified as eligible, selection by the Ascend Heroes Program to relocate to West Virginia will be forfeited and may be awarded to an alternate applicant in the sole discretion of the Ascend Heroes Program.

(7) If for any reason the Ascend Heroes Program is forced to halt the application process, including lack of funding, pandemic, civil unrest, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Program and application process, WVU and its Ascend Heroes Program reserves the right, in its sole discretion, to cancel, modify, pause or terminate the Program or pending applications to the Ascend Heroes Program.

(8) A Recipient’s rights and obligations under the Program are not assignable, transferable or descendible by Recipient. The Program Incentive paid to Recipients is income. No tax withholdings of any kind shall be made, and Recipients will receive an IRS Form 1099. It is the responsibility of Recipients to report the income to the appropriate state and federal tax authorities and to pay any taxes due on such income.

(9) WVU and its Ascend Heroes Program comply with all applicable federal and state nondiscrimination laws. We do not discriminate on the basis of race, color, national origin, sex, disability, age, or genetic information as required by Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and other relevant laws.

(10) These Program Terms and Conditions and any resulting Contract are governed by the laws of the State of West Virginia, with jurisdiction being in a court of competent jurisdiction located in the State of West Virginia.