

Loyalty Program

“Italo Più”

REGULATION OF THE “Italo Più” LOYALTY PROGRAM

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This is an English courtesy translation of the original documentation prepared in Italian language. Please consider that only the original version in Italian language has legal value.

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ART. 1 - INTRODUCTION

The company Italo - Nuovo Trasporto Viaggiatori S.p.A. with its offices in Rome, Via Casilina no. 1, VAT Number 09247981005 (hereinafter also “ITALO”) has established the “Italo Più Loyalty Program” (hereinafter, the “Program”).

For any information regarding the Program and/or the Regulation, it is possible to consult the Italo Più Program section of the website www.italotreno.com (hereinafter the “Website”), or, alternatively, ask for information from the ITALO Contact Centre at the toll number 89.20.20 (hereinafter “Contact Center”)¹.

This “Regulation of the Italo Più Loyalty Program” (hereinafter the “Regulation”) governs the means of participating in and undertaking the Program, as well as the terms and conditions to request, issue and use ITALO PIU’ loyalty cards (hereinafter the “Loyalty Cards”) and the Tiers reached by participants in the Program (hereinafter the “Tiers”).

ART. 2 - PREREQUISITES TO ADHERE TO THE PROGRAM

The Program can be adhered to for free by all people who have reached the age of eighteen at the time of registering in the Program (hereinafter the “Participants”) through the Website, in the dedicated section, filling in the specific registration form.

Participants will be requested to provide their personal data, after having viewed a specific notice prepared on the basis of the law in force on the protection of personal data and after having given, where requested, their agreement to the related processing.

Each Participant undertakes to provide complete, updated and true data and information, as well as to inform ITALO of any change in the data and information provided, accepting all responsibility in the case of false, incorrect and/or incomplete declarations. Should the Participant, during the registration, have provided incorrect or not up to date information which it is not possible to change in the Personal Area (name, surname, date of birth), they can ask for it to be changed by sending a request to ntv.privacy@ntvspa.it from the email used in registering for the Program.

In order to be able to adhere to the Program, the Participant must accept this Regulation as well as any Regulations or Terms and conditions to take part in reward contests or other initiatives which ITALO intends over time to promote and connect to the Program.

Once registered, the Participant can access their own Personal Area by inputting the username (which coincides with their email address) and the password used by the Participant at the time of registering in the Program.

The Participant is the only person responsible for the confidentiality of their username and password. The username, password, phone number, address and privacy consent, can be modified at any time by accessing their Personal Area.

¹ The costs of the Contact Centre service are indicated on the website in the “Support” section and on the operator’s reply.

ART. 3 - DESCRIPTION AND IMPLEMENTATION OF THE PROGRAM

Once the Program registration procedure is completed, the Participant will be assigned a personal identification code (hereinafter the “Italo Più Code”), which will allow them to:

- adhere to all the reward events (hereinafter “Events”) and promotions which ITALO organizes during the Program;
- have accelerated recognition for purchases on the Website, through the ITALO App, the Contact Centre and Pronto Italo (06.07.08);
- access the Tiers or become holder of the cards as set out in Article 4 below;
- and, through their Personal Area:
 - (i) consult the Italo Più points total that may have accumulated during Events (hereinafter the “Account”);
 - (ii) consult and/or change their personal data (excluding their name, surname and date of birth);
 - (iii) view the purchases made and any offers dedicated to them.

To make use of all the benefits of the Program and to obtain recognition of the points, which will be accredited within seven days of the actual date of travel, Participants must always use their Italo Più Code on purchasing a ticket or up to three minutes before the departure of the train. If not, the points will no longer be recognized.

Each Participant can hold only one Italo Più Code. Should the Participant hold more than one Italo Più Code, ITALO will arrange to keep valid only the code assigned with the first registration in the Program; and points accumulated with Italo Più Codes subsequently assigned to the same card holder will be eliminated.

The Participant can access their Personal Area through the Website and/or through the ITALO App or against payment through the Contact Centre¹, communicating their Italo Più Code and the mobile phone number indicated on registration.

When the Participant buys a ticket in one of the Commercial Offers specified on the Website, they will obtain so-called “Qualifying Points”. ITALO reserves the right, informing Participants, to activate further mechanisms for accumulating points. These points will count to attributing to the Participant a tier which will give the right to exclusive services and a range of benefits which are specifically indicated on the Website.

ART. 4 - THE TIERS

The Tiers and the Loyalty Cards are divided into:

- i) CONSUMER TIERS
- ii) Member Tier with assignment of Italo Più Member Card;
 - Premium Tier with assignment of Italo Più Premium Card;
 - Privilege Tier with assignment of Italo Più Privilege Card;
 - Platinum Tier with assignment of Italo Più Platinum Card;
 - Privilege Plus Tier with assignment of Italo Più Privilege Plus Card.
- iii) CORPORATE TIERS
 - Corporate Member Tier with assignment of Italo Più Corporate Member Card;
 - Corporate Premium Tier with assignment of Italo Più Corporate Premium Card;
 - Corporate Privilege Tier with assignment of Italo Più Corporate Privilege Card;
 - Corporate Platinum Tier with assignment of Italo Più Corporate Platinum Card;
 - Corporate Privilege Plus Tier with assignment of Italo Più Corporate Privilege Plus Card.

The Tier reached with the Qualifying Points will be updated every twelve months following the date of registration in the Program (hereinafter the “Qualifying Period”). On the expiry of each Qualifying Period the Participant will be assigned the Tier corresponding to the number of Qualifying Points obtained and the benefits connected to it and the Qualifying Points accumulated up to that moment will be cancelled. The calculation of the Qualifying Points will start again at the beginning of each Qualifying Period.

It is understood that should the Participant, during each Qualifying Period, obtain a number of Qualifying Points sufficient to access the subsequent Tier, they will automatically be assigned the new Tier.

Any benefits relating to the Tier achieved in the previous Qualifying Period and not used on the related expiry date will be lost.

ITALO will send Participants communications related to the management of their Account and/or the Program and/or the Reward Transactions and/or service communications related to the structural elements of the Program and/or the Reward Transactions (e.g. communications related to the balance and/or expiry of points; recognition of benefits or rewards).

It is understood that ITALO reserves the right, subject to communication on the Website, to introduce promotional initiatives for limited periods aimed at: i) reducing the Qualifying Points needed to reach the next Tier; ii) increasing the Qualifying Points or a Tier following specific actions undertaken by the Participant.

Depending on the Tier reached, ITALO guarantees dedicated advantages and benefits which are described on the Website in the specific Italo Più section. For example:

- the possibility of using accumulated Reward Points to ask for Rewards from the initiatives which are currently valid;
- the recognition of Fast Track access (priority access);
- the recognition of a defined number of class upgrades, subject to availability;
- access, where available, to the Italo Club Lounge at the departure station, starting from three hours prior to the departure time of the train and on the terms that can be consulted on the Website.

The benefits envisaged for each Tier and any changes which ITALO makes at its own unchallengeable discretion, during the undertaking of the Program and/or reward events and promotional initiatives, can always be consulted on the Website.

General conditions for use of the benefits “Class Upgrade” and “Lounge Access”:

On the basis of their Italo Più Tier, the Participant will have available, for each qualifying period, a specific number of benefits such as a Class Upgrade (from Smart to Prima Business) and Lounge Access at departure stations, in accordance with the following Terms and Conditions as on the website.

Should the Participant have an Italo – American Express credit card, in addition to the benefits envisaged by the customer’s Italo Più Tier there will also be the benefits deriving from ownership of the credit card, in accordance with the provisions on the American Express website.

Class Upgrade: request and how to use.

Participants who have logged in to their Personal Area may request a Class Upgrade subsequent to the purchase of an Italo ticket through the “My Trips” or “Ticket Detail” sections, selecting, where available, the “Class Upgrade” option among the additional services, as long as the ticket was purchased at least one day before the departure of the relevant train. It is also possible to request the Class Upgrade by contacting Italo Assistance on the toll-free number 892020 until December 31, 2025; after that date, it will only be possible to request the Class Upgrade from your Personal Area.

Class Upgrade will be available from two days before and up to two hours before train departure and can be requested:

- subject to availability;
- if the Participant is the only traveler on the ticket code.

Once the number of benefits provided by his or her level has been exhausted, the Participant may still request, for a checkout fee, a Class Upgrade according to Italo's terms and conditions of purchase.

In case of cancellation or change of a ticket linked to a Class Upgrade, the unused benefit will become available again on one's Italo Più profile.

Lounge Access: means of request and use.

Access to the Lounge is subject to acceptance of these Regulations and requires showing your loyalty card and a valid travel ticket to Italo staff. To enter the Lounge, the Participant must accept and comply with the terms and conditions of use for each Lounge, which can be consulted on the italotreno.com website and at the Lounges themselves. In the event of a violation of these terms and conditions, the Participant will be denied access to the Lounges, and the provisions set out in Article 8 of these Regulations will apply. To request Lounge Access from the website—either during the purchase of an Italo ticket or afterward, through the “My Travels” or “Ticket Details” sections by selecting the “Lounge Access” option available among the additional services for the journey—the Participant must log in to their Personal Area, provided that:

- an Italo Club Lounge is available at the train’s departure station;
- there is available space in the Lounge at the selected travel time;

- the purchased fare is compatible with Lounge Access (for example, free Lounge Access cannot be combined with group travel or with Offers that do not allow separate tickets, as specified in the “Conditions of Carriage” section available on the website);
- no Lounge Access has already been added to the purchased ticket for the Participant or for any other passengers traveling with them and included under the same Ticket Code;
- the Participant is the only traveler listed under the Ticket Code.

Lounge Access can be requested for a trip up to 45 minutes before the train’s scheduled departure time. The Participant may also request Lounge Access by contacting Italo staff directly at the station.

In the event of a cancellation or change of a ticket linked to Lounge Access, the latter will once again become available in the Participant’s Italo Più profile.

For all matters not covered herein, please refer to the Lounge Access Regulations, which form an integral and essential part of these Regulations, available on italotreno.com and in each Lounge.

Premium Tier

To be able to reach or stay at the Premium Tier, Participants must accumulate at least 1,500 Qualifying Points in each Qualifying Period.

Privilege Tier

To be able to reach or stay at the Privilege Tier, Participants must accumulate at least 6,000 Qualifying Points in each Qualifying Period.

Privilege Plus Tier

To be able to reach or stay at the Privilege Plus Tier, Participants must accumulate at least 15,000 Qualifying Points in each Qualifying Period.

Corporate Tiers

The Corporate Tiers are reserved to employees of companies, legal entities and/or associations and more generally businesses (hereinafter “Corporate Employees”), who have signed an agreement with ITALO (“Corporate Agreement”).

Corporate Employees who are already registered in the Program can request to move to the Corporate Tiers by accessing their Personal Area and inputting their corporate email in the dedicated field.

Corporate Employees who have still not registered in the Program can register through (i) the Website or (ii) the link to the Website provided by their company once the Corporate Agreement has been signed, and will thus be entitled to use the Corporate Tiers provided that, on registration, they input their corporate email.

The Corporate Membership will be recognized as from receiving the confirmation email of the related activation and will be guaranteed for the entire period of validity of the Corporate Agreement with ITALO.

Should the employment relationship end between the Company and the Participant, the latter:

- (i) cannot use the advantages/facilitations linked to the Corporate Tiers;
- (ii) must promptly replace the corporate email input with their personal email.

Should the Corporate Agreement end between ITALO and the Employee's Company, the Employee will see their Tier modified from Corporate to the corresponding Consumer Tier.

Corporate Premium Tier

To be able to reach or stay at the Corporate Premium Tier, the Corporate Employee must accumulate at least 1,500 Qualifying Points in each Qualifying Period.

The Corporate Premium Tier envisages the same benefits as the Premium Tier.

Corporate Privilege Tier

To be able to reach or stay at the Corporate Privilege Tier, the Corporate Employee must accumulate at least 6,000 Qualifying Points in each Qualifying Period.

The Corporate Privilege Tier attributes to Participants the same benefits as the Privilege Tier.

Corporate Privilege Plus Tier

To be able to reach or stay at the Corporate Privilege Plus Tier, the Corporate Employee must accumulate at least 15,000 Qualifying Points in each Qualifying Period.

The Corporate Privilege Plus Tier envisages the same benefits as the Privilege Plus Tier.

ART. 5 - THE CARDS

Each Participant will have their own Loyalty Card:

ITALO PIU' LOYALTY CARD

The Loyalty Card relating to each Tier will be assigned by ITALO digitally and is named, personal, non-transferable and can only be used by the related holder.

The Loyalty Card will show the Italo Più Code of the Participant, as well as their name and surname.

ITALO reserves the right to activate partnerships with other companies in order to offer a range of advantages and promotions to Participants. Therefore, in addition to the Italo Più Loyalty Card, the Participants who adhere to these promotional initiatives may become holders of further loyalty cards as indicated in Annex A which will be occasionally updated.

ART. 6 - DURATION

Adhesion to the Program will be permanently valid, without prejudice to ITALO's right to interrupt the Program at any time.

The Events which ITALO organizes under the Program will last as long as indicated.

Participants regularly registered in the Program will remain in any case automatically registered in any subsequent edition of the Program, without prejudice to their right to withdraw.

ART. 7 - WITHDRAWAL FROM THE PROGRAM

Each Participant can withdraw at any time and at no cost from the Program through their personal Account on the Website, or by writing to ntv.privacy@ntvspa.it. As from the date of receipt by ITALO of the withdrawal communication, all the accumulated points will be lost as well as the rights linked to ownership of the Card and the Tier reached.

Withdrawal from the Program entails automatic exclusion also from ongoing Events. Following withdrawal, the Participant is recognized the possibility to register again, through the Website. The Participant may use the same username communicated for the first registration and receive a new password; however, the new registration will not entitle the Participant to recover the Tier and the related advantages acquired before withdrawal.

ART. 8 - EXCLUSION FROM THE PROGRAM (updates in bold)

ITALO reserves the right to exclude from the Program Participants who:

- have violated even just one of the provisions of this Regulation and/or of the Regulation of ongoing Events;
- have acted in a way contrary to this Regulation and/or to the Regulation of ongoing Events;
- have provided false/untrue information on registration in the Program or subsequently, in changing/updating their data;
- fail to make at least 1 journey every 6 months in each Qualifying Period.*

***Please note: Journeys made using Reward Tickets will not be counted.**

Exclusion from the Program will happen automatically also for Participants whose Italo Più Code is used in purchase transactions that prove fraudulent. ITALO also reserves the right to cancel the Italo Più Code used by people other than the Card holder for purchase transactions that prove fraudulent. In this case the points accumulated up to the fraudulent transaction will be accredited on a new Italo Più Code which will be attributed by ITALO, following notice to the Participant.

Exclusion from the Program entails the automatic exclusion also from ongoing events.

The excluded Participant will not be allowed to register again in the Program, unless otherwise decided by ITALO at its complete discretion.

Participants who act in violation of these Regulations and/or the “Italo Più Rewards Program Regulations” and/or Italo’s General Conditions of Carriage may be excluded from the Program and will lose any accumulated but unused Points, which will therefore be cancelled.

Should the Participant who is excluded from the Program hold an Italo American Express Credit Card and Italo American Express Card, the terms and conditions established by American Express Italia S.r.l. will apply as regards the possibility of continuing to use the Card and/or to return it.

ART. 9 - TRANSFER OF THE PROGRAM

Each Participant herewith gives their express consent to transfer this Program from ITALO to any third party whose name will be communicated (also by email) by ITALO to the Participant.

ART. 10 - CHANGES/UPDATES

ITALO may at any time make changes and/or updates to this Regulation, publishing the new versions on the Website.

ART. 11- APPLICABLE LAW AND JURISDICTION

Italian law is applicable to this Regulation.

Any dispute relating to the validity, efficacy, interpretation and/or execution of the Regulation will be referred to the sole jurisdiction of the Court of Rome (Italy) excluding any other judicial authority, without prejudice to the eventual application of mandatory legal provisions, including, where applicable, those dictated by Legislative Decree no. 206 of 6 September 2005 (known as the "Consumer Code").

ANNEXA- CARDS OFFERED TO PARTICIPANTS

ITALO AMERICAN EXPRESS CREDIT CARD AND ITALO AMERICAN EXPRESS CARD

The Participant is allowed to be the holder, besides of the Loyalty Card, also of an Italo American Express Credit Card and Italo American Express Card issued by American Express Italia S.r.l.

The means of request, the prerequisites for selection and acceptance relating to the issue of and keeping the Italo American Express Credit Card and Italo American Express Card, as well as the terms and conditions for using the card are established solely by the Partner American Express Italia S.r.l. as also the management of the financial service regarding the Italo American Express Credit Card and Italo American Express Card is, and will remain, in the exclusive ownership, responsibility and care of the Partner American Express Italia S.r.l.

ITALO, therefore, will not in any way be responsible for the request, issue, release, delivery, maintenance, operation and use of the Italo American Express Credit Card and Italo American Express Card (and any related/consequent problems).

Participants who own the Italo American Express Credit Card and Italo American Express Card will be registered in the Program, on the same basic conditions as the other Participants; ITALO reserves the right to offer the holders additional advantages, including temporary ones, which will be communicated through the Website.

In the case of expiry of or withdrawal from the Italo American Express Credit Card and Italo American Express Card, the Participant will maintain their adherence to the Program, with the Tier and the conditions accrued at the time of the expiry or the withdrawal.