
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 6-K

**REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16 UNDER
THE SECURITIES EXCHANGE ACT OF 1934**

For the month of March 2026

Commission File Number: 001-41115

GENENTA SCIENCE S.P.A.

(Translation of registrant's name into English)

Via dell'Annunciata 31

20121 Milan, Italy

(Address of Principal Executive Offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

This report on Form 6-K, including Exhibit 10.1, is incorporated by reference into the registrant's registration statement on Form F-3 (File No. 333-271901).

Other Events

Sòphia High Tech Binding Offer

In addition to its current activities as a clinical-stage biotechnology company focused on the development of Temferon, the Company intends to expand as a biotech, defense, aerospace, and national security industrial consolidator focused on acquiring majority ownership of privately held Italian businesses operating in national-security regulated sectors contemplated by the Italian Golden Power legislation.

In connection with this strategic expansion, on March 25, 2026, the Company entered into a Binding Offer (the “Offer”) with Caraviello S.r.l. (“Caraviello”) and Sansone S.r.l. (“Sansone” and together with Caraviello, the “Founders”) to acquire a majority equity ownership in Sòphia High Tech S.r.l. (“Sòphia HT”). Sòphia HT is an Italian aerospace and defense engineering and manufacturing company, headquartered in Somma Vesuviana (Naples), Italy. It manufactures critical parts for Europe’s space and defense programs.

The Offer provides for an initial acquisition by the Company of 30% equity ownership in Sòphia HT in exchange for certain payments to the Founders, as well as a cash subscription in the form of a capital increase in Sòphia HT’s reserved capital. The Offer provides for an opportunity to acquire up to an aggregate of 51% equity ownership in Sòphia HT pursuant to a second tranche involving another cash subscription, subject to Sòphia HT meeting certain EBITDA performance milestones. The Offer also provides for an earnout payment to the Founders, subject to Sòphia HT meeting certain EBITDA performance milestones. The Company expects to fund a total of EUR 6.0 million, which will include a capital increase in two tranches (the second tranche being subject to EBITDA performance milestones) and certain payments to the Founders (with the second tranche being an earnout payment subject to EBITDA performance milestones). The Offer contains a 90-day exclusivity period, and if the parties have not executed transaction documentation by the end of that period, the Offer will automatically cease to be effective. The proposed transaction is subject to the Company’s confirmatory due diligence, required government approvals, and certain other conditions that are customary for a proposed transaction of this nature.

The foregoing description of the Offer does not purport to be complete and is qualified in its entirety by reference to the full text of the Offer, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 6-K (this “Report”) and is incorporated by reference herein. The full text of the press release issued in connection with the announcement of the Offer is filed as Exhibit 99.1 to this Report.

Forward-Looking Statements

This Report contains forward-looking statements that involve risks and uncertainties, such as statements related to the Company’s anticipated acquisition of equity ownership in Sòphia HT. The risks and uncertainties involved include the Company’s ability to satisfy the conditions contained in the Offer, including but not limited to, confirmatory due diligence, required government approvals, and definitive transaction documentation, Sòphia HT’s ability to satisfy the applicable performance-based criteria, market conditions, and other risks detailed from time to time in the Company’s periodic reports and other filings with the SEC. You are cautioned not to place undue reliance on forward-looking statements, which are based on the Company’s current expectations and assumptions and speak only as of the date of this Report. The Company does not intend to revise or update any forward-looking statement in this Report as a result of new information, future events or otherwise, except as required by law.

SUBMITTED HEREWITH

Attached to this Report for the month of March 2026, and incorporated by reference herein, is:

<u>Exhibit No.</u>	<u>Description</u>
10.1*	Binding Offer dated March 25, 2026, between the Company, Caraviello S.r.l. and Sansone S.r.l.
99.1	Press release dated March 27, 2026, titled: “Genenta, Evolving into Saentra Forge, has signed a Binding Offer with Sòphia High Tech, an Italian Company Manufacturing Critical Parts for Europe’s Space and Defense Programs.”

* Certain portions of this exhibit (indicated with “[***]”) have been redacted in accordance with Item 601(b)(10)(iv).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

GENENTA SCIENCE S.P.A.

By: /s/ Pierluigi Paracchi

Name: Pierluigi Paracchi

Title: Chief Executive Officer

Dated: March 27, 2026

CERTAIN PORTIONS OF THIS EXHIBIT HAVE BEEN REDACTED BECAUSE THEY ARE NOT MATERIAL AND OF A TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. SUCH REDACTED PORTIONS ARE INDICATED WITH “[*].”**

To:

Caraviello S.r.l.

Via Gambardella n. 116
80058 – Torre Annunziata (NA)
To the attention of Antonio Caraviello
via PEC to the following address: caraviello.srl@arubapec.it

Sansone S.r.l.

Via Panoramica n. 14
80041 – Boscoreale (NA)
To the attention of Raffaele Sansone
via PEC to the following address: sansone.srl@arubapec.it

Milan, 25 March 2026

Subject: Binding offer (the “Offer”) for the acquisition of a stake representing up to 51% of the share capital of Sophia High Tech S.r.l.

Dear Sirs,

We refer to the non-binding offer executed on 25 February 2026 (the “**Non-Binding Offer**”), and the recent discussions, to confirm the interest of Genenta Science S.p.A., with registered office in Milan (Italy), via dell’Annunciata no. 31, tax code and registration number with the Companies Register of Milan, Monza-Brianza and Lodi 08738490963 (“**GNT**” or the “**Investor**”) to acquire a stake in the share capital of Sophia High Tech S.r.l., with registered office in Giugliano in Campania (NA), via Aniello Palumbo n. 120, tax code and registration number with the Companies Register of Naples 07547751219 (the “**Company**”), on the terms set out in this Offer (the “**Transaction**”).

1. Structure of the Transaction.

1.1 Acquisition and capital increase

- 1.1.1** The Transaction provides for the acquisition by the Investor of a total shareholding representing 51% (fifty-one percent) of the Company’s share capital, as set out below:
- (i) partly through the purchase by GNT of a stake in the Company’s share capital held by Caraviello S.r.l. (“**Caraviello**”) and Sansone S.r.l. (“**Sansone**” and, jointly with Caraviello, the “**Founders**”; the Founders, jointly with GNT, are also referred to as the “**Parties**”), equal to an aggregate nominal value of [***], corresponding to [***] (the “**Purchase of the Stake**”);
 - (ii) in part through the subscription, in cash, by the Investor of a capital increase in the Company’s share capital reserved for the Investor, divided into two *tranches*, for an aggregate amount of [***], including share premium (the “**Capital Increase**”).

1.2 The first phase of the Transaction

1.2.1 In the first phase of the Transaction (the “**First Phase**”), the Investor:

- (i) shall complete the Purchase of the Stake, as set out below:
 - (a) shall purchase from Caraviello a stake of a nominal value equal to [***], corresponding to [***] (the “**Caraviello’s Stake to be Purchased**”), against the payment of a consideration equal to [***] (the “**Caraviello Purchase Price**”);
 - (b) shall purchase from Sansone a share of nominal [***], corresponding to [***] (the “**Sansone’s Stake to be Purchased**” and, together with the Caraviello’s Stake to be Purchased, the “**Stakes to be Purchased**”), against the payment of a consideration equal to [***] (the “**Sansone Purchase Price**” and, together with the Caraviello Purchase Price, the “**Consideration for the Stakes to be Purchased**”); and
- (ii) shall subscribe the first tranche of the Capital Increase up to an aggregate amount of Euro 3,250,000.00 (three million two hundred fifty thousand/00) (the “**First Tranche of the Capital Increase**”).

1.2.2 Following the completion of the First Phase, the Investor shall acquire a stake of 30% (thirty percent) of the Company’s share capital.

1.2.3 It is agreed between the Parties that, until completion of the activities provided in Article 1.2.1. point (i) letters (a) and (b), the current shareholders of the Company may distribute profits, provided that the Company shall maintain, at completion of the First Phase, a minimum cash balance of not less than [***]. The Founders shall represent and warrant to the Investor that the minimum cash balance referred to above shall be sufficient to cover the working capital requirements of the Company without reliance on the First Tranche of the Capital Increase.

1.3 The second phase of the Transaction

1.3.1 The Investor’s commitment to subscribe and pay-in the second tranche of the Capital Increase (the “**Second Phase**”) in the amount of Euro 1,950,000.00 (one million nine hundred fifty thousand/00) (the “**Second Tranche of the Capital Increase**”) is subject to the Company’s achievement of an EBITDA of at least [***] determined with reference to the financial year 2026, based on the formula set forth in **Annex A** (the “**EBITDA Target**”).

1.3.2 The Investor reserves the right to subscribe and pay the Second Tranche of the Capital Increase at any time before the calculation of the EBITDA Target, or regardless of its achievement, it being understood that, in such event, the Investor and the Founders shall discuss in good faith the timing of the subscription of the Second Tranche of the Capital Increase (as will be defined under the Transaction Documentations), provided that such voluntary subscription shall in no event be postponed after the date on which the financial statements for the financial year ending 31 December 2026 have been filed with the competent companies register.

1.4 Use of proceeds

- 1.4.1 The Parties agree that the proceeds deriving from the Capital Increase will be used exclusively for the implementation of the *business plan* that will be agreed between the Parties and attached to the Transaction Documentation (as defined below) and, in particular, to:
- (i) industrial and technological investments;
 - (ii) the strengthening of research and development activities; and
 - (iii) the commercial and international development of the *Company's* business
- 1.4.2 Furthermore, during the negotiation of the Transaction Documentation, the Parties shall negotiate in good faith the compensation to be granted to the key manager (who shall enter into the Directorship Agreement, as defined below) and the term of an incentive plan to be established for the benefit of employees and directors (including the key managers) of the Company.
- 1.4.3 Following the completion of the Second Phase, the Investor shall acquire an additional stake of 21% (twenty one percent) reaching a total stake of 51% (fifty-one percent) of the Company's share capital, also taking into account the stake held upon completion of the First Phase.

1.5 Earn-Out

- 1.5.1 In addition to the Consideration for the Stakes to be Purchased, subject to the achievement of the EBITDA Target, the Founders shall be entitled to receive an additional amount as *earn-out* equal to an aggregate amount of [***] (the "**Earn-Out**"), divided as set out below:
- (i) Caraviello shall be entitled to receive an amount equal to [***];
 - (ii) Sansone shall be entitled to receive an amount equal to [***].
- 1.5.2 Without prejudice to the foregoing, in the event that the Investor subscribes for and pays in the Second Tranche of the Capital Increase on a voluntary basis (i.e., irrespective of whether the EBITDA Target has been achieved), the Founders shall be entitled to receive the Earn-Out only if the Company achieves at least [***] of the EBITDA Target.

2. **Transaction Documentation**

- 2.1 The Transaction shall be governed by the following documentation:
- (i) an acquisition and investment agreement governing, *inter alia*, the Investor's acquisition of an equity interest in the Company (the "**Investment Agreement**");
 - (ii) a shareholders' agreement governing, *inter alia*, the relationship among the Parties as shareholders of the Company, share transfer and profit sharing rules, the corporate governance of the Company, and the exclusive use by the Company of a new industrial warehouse at a rent to be mutually agreed upon by the Parties, all in line with market practice for similar transactions (the "**Shareholders' Agreement**");
 - (iii) an amended Company's articles of association consistent with the terms of the Shareholders' Agreement, as applicable (the "**Articles of Association**");
 - (iv) one or more directorship agreements to be entered by and among the Company, the Investor, and the Company's key managers, governing, *inter alia*, provisions on stability commitments, non-compete obligations, as well as good leaver and bad leaver provisions, in line with market practice for similar transactions (the "**Directorship Agreements**" and, together with the Investment Agreement, the Shareholders' Agreement and the Articles of Association, the "**Transaction Documentation**").

3. Governance of the Company

- 3.1 The Transaction Documentation shall provide that the Company be managed by a board of directors comprising 5 (five) members, appointed as set out below:
- (i) following the completion of the First Phase:
 - (a) the Founders shall have the right to appoint 3 (three) directors, from whom the Chief Executive Officer of the Company shall be appointed;
 - (b) the Investor shall have the right to appoint 2 (two) directors;
 - (ii) following the completion of the Second Phase:
 - (a) the Investor shall have the right to appoint 3 (three) directors, it being understood that 1 (one) director shall be chosen from among the representatives of the Founders;
 - (b) the Founders shall have the right to appoint 2 (two) directors, from whom Chief Executive Officer of the Company shall be appointed.
- 3.2 The Transaction Documentation shall provide for specific veto rights, to be exercised in the board of directors and shareholders' meetings, as further set out in the Transaction Documentation and in line with market practice for similar transactions.
- 3.3 In order to facilitate the management of the Company's *governance* set out pursuant to this Offer, the Transaction Documentation shall provide for the introduction of categories of shares, in line with market practice for similar transactions.

4. Call Options and Put Options

- 4.1 The Transaction Documentation shall also include:
- (i) the grant of a call option in favor of the Investor to purchase the shareholdings held by the Founders (as well as by any other shareholder who will execute the Shareholders' Agreement), against the payment of a consideration calculated on the basis of a multiple of EBITDA (or other parameters) to be agreed in good faith between the Parties during the negotiations of the Transaction Documentation;
 - (ii) the grant of a put option in favor of the Founders (and of the other shareholders who will execute the Shareholders' Agreement), against the payment of a consideration calculated on the basis of a multiple of EBITDA (or other parameters) to be agreed in good faith between the Parties during the negotiations of the Transaction Documentation.

5. Confirmatory Due Diligence

- 5.1 The Investor shall complete the accounting, tax, financial, labour, regulatory and legal due diligence on the Company (the "**Confirmatory Due Diligence**") within 2 (two) weeks as of the acceptance of this Offer.

6. Conditions

6.1 The Transaction is subject to the fulfilment of the following conditions:

- (a) the issuance by the competent authorities of all authorizations, measures or clearances for the completion of the Transaction;
- (b) the absence of any findings relating to the Company as a result of the completion of the Confirmatory Due Diligence activity that could have a material adverse effect on the Company's assets, or on its income prospects;
- (c) the waiver or non-exercise, by shareholders other than the Founders, of the pre-emption right in relation to the Stakes to be Purchased, within the terms provided for under the current Articles of Association;
- (d) the completion of any further formality or fulfilment that may be necessary to allow the implementation of the Transaction on the basis of the results of the Confirmatory Due Diligence;
- (e) the absence of material adverse events in relation to the Company's assets, or its income prospects.
- (f) the Parties reaching agreement on the terms and conditions of the Transaction Documentation that are not already set out in this Binding Offer, including, without limitation, (i) the EBITDA multiple forming part of the formula for calculating the price payable upon the exercise of the call option and the put option referred to in Article 4.1(i) and (ii); (ii) the executive powers to be conferred on the Chief Executive Officer; and (iii) the representations and warranties and indemnification commitments by the Parties to be included in the Transaction Documentation.
- (g) a written declaration executed by all current shareholders of the Company confirming that, at the date of completion of the Transaction, the shareholders' meeting unanimously resolves the Capital Increase;
- (h) the approval of the 2025 annual financial statements and the completion of the related administrative requirements with the Companies Register.

7. Representations and Warranties

7.1 The Transaction Documentation shall include representations and warranties and indemnification commitments by the Founders and the Company, in line with market practice for similar transactions, in favor of the Investor.

8. Exclusivity

8.1 Starting from the date of acceptance of this Offer and for the following 90 (ninety) calendar days (the "**Exclusivity Period**"), the Founders undertake (and shall procure that the Company undertakes) not to solicit, initiate, encourage, continue or engage in, directly or indirectly, any negotiation or discussion with any third party concerning any transaction that would conflict with or be inconsistent with the Transaction.

8.2 If, by the end of the Exclusivity Period, the Transaction Documentation has not been executed, this Offer shall automatically cease to be effective, without the need for any further notice or formality, and each Party shall be free to undertake, resume or continue negotiations with third parties, without prejudice to the provisions of Section 9 (*Costs and expenses*), Section 10 (*Confidentiality*) and Section 12 (*Applicable law and jurisdiction*) of this Offer.

9. Costs and Expenses

- 9.1 Each of the Parties shall bear its own costs and expenses incurred and/or to be incurred in connection with the Transaction, including the fees of their respective *advisors*, subject to the following.
- 9.2 In the event of an unjustified interruption of negotiations by one Party (*i.e.*, the Founders, on the one hand, and the Investor, on the other hand), the interrupting Party shall be required to reimburse the other Party for the costs and expenses incurred by the latter in relation to the activities related to the Confirmatory Due Diligence, including the fees of legal, tax, financial, industrial and technical advisors, up to a maximum total amount of Euro 50,000.00 (fifty thousand/00).

10. Confidentiality

- 10.1 The content of this Offer is strictly confidential and, therefore, the Parties undertake, for a period of 12 (twelve) months from the date of acceptance of this Offer, not to disseminate, use or communicate to any third party (with the sole exception of the Parties' advisors) the existence of this Offer, or the terms and conditions provided herein, unless expressly authorized by the other Party or if one of the Parties is obliged to disseminate or communicate the content of this Offer in compliance with a legal or regulatory obligation or in execution of an order of a competent authority.

11. Nature of the Offer

- 11.1 This Offer is binding and irrevocable until the date indicated at the end of this Offer.
- 11.2 This Offer supersedes and replaces in its entirety any previous understanding, agreement, expression of interest, offer or exchange of communications, whether written or oral, between the Parties with reference to the Transaction.

12. Applicable Law and Jurisdiction

- 12.1 This Offer is governed by Italian law. Any dispute arising from this Offer or connected or relating to it will be referred to the exclusive jurisdiction of the Court of Milan, with the exclusion of any competing court.

ANNEX A

EBITDA Target

$$EBITDA = A - (B6 + B7 + B8 + B9 + B11)$$

- A) Value of production
- B6) Costs for raw materials, ancillary materials, consumables, and goods
- B7) Costs for services
- B8) Costs for the use of third-party assets
- B9) Personnel costs
- B11) Changes in inventories of raw materials

Note: the labels A), B6), B7), B8), B9) and B11) refer to the Italian statutory financial statement format

If you agree with the foregoing, please return a copy of this Offer initialed on each page and signed at the bottom by 6.00 p.m. by March 25, 2026 as a sign of complete and unconditional acceptance of the same. In the absence of acceptance within the aforementioned term, this Offer shall be deemed automatically ineffective.

Best regards.

Genenta Science S.p.A.

/s/ Pierluigi Paracchi

Name: Pierluigi Paracchi

Title: Chairman of the Board of Directors

* * *

For acceptance:

Caraviello S.r.l.

/s/ Antonio Caraviello

Name: Antonio Caraviello

Title: Sole Director

Sansone S.r.l.

/s/ Raffaele Sansone

Name: Raffaele Sansone

Title: Sole Director



Genenta, evolving into Saentra Forge, has signed a Binding Offer with Sòphia High Tech, an Italian company manufacturing critical parts for Europe’s space and defense programs

Milan, Italy – March 27, 2026 - Genenta Science S.p.A. (Nasdaq: GNTA), evolving into Saentra Forge¹, a strategic industrial consolidator focused on biotech, defense, aerospace, and Italian national-security-related technologies, today announced that it has entered into a **binding offer** with **Sòphia High Tech S.r.l.**, (Sòphia HT) an Italian **company manufacturing critical parts for Europe’s space and defense programs**, under which Genenta will fund Sòphia through two reserved capital increases, with the goal of reaching a controlling stake upon the achievement of defined performance milestones. The transaction with Sòphia High Tech would be completed in two phases and remains subject to confirmatory due diligence, required approvals, and definitive transaction documentation.

Sòphia High Tech is an aerospace and defense engineering and manufacturing company, headquartered in Somma Vesuviana (Naples), Italy. Since its founding in 2013, Sòphia High Tech has grown from a specialized engineering boutique into a recognized European aerospace manufacturer, employing a team of more than **40 engineers, PhD researchers, and skilled technical specialists**. Sòphia HT focuses on the design, simulation, prototyping, manufacturing, testing, and qualification of precision mechanical components and assemblies for **space, defense, and advanced industrial applications**. With over **530 advanced projects completed**, Sòphia serves leading European aerospace and defense organizations, including the **European Space Agency, Italian Aerospace Agency, AVIO, Thales Alenia Space, Leonardo, MBDA, GSSI, and D-Orbit**, and also prestigious automotive brands such as **Lamborghini**.

Genenta expects to fund a total of **EUR 6.0 million in two tranches**, the second tranche being performance-driven. Sòphia High Tech is projecting **growing revenues** and operates with a **solid net cash position**, reflecting a disciplined management structure. Sòphia HT is already profitable and forecasts continued **EBITDA** growth in 2026, 2027 and beyond². The funds are expected to be used for materially scaling production capacity, accelerating technological differentiation, and strengthening commercial penetration³.

“Our decision to pursue the acquisition of Sòphia High Tech was not driven simply by the fact that it is a great company — though it is. We are proposing to acquire it because it represents exactly the kind of irreplaceable industrial asset that Italy cannot afford to lose.” said **Pierluigi Paracchi, CEO of Genenta**. *“With a thriving small satellite industry, a national space agency investing heavily through NRRP⁴ funds, and aerospace primes such as MBDA and AVIO anchoring a world-class supply chain, there is growing international attention on Italian **deep-tech** companies capable of delivering at the highest levels of complexity and reliability. Sòphia HT is perfectly positioned for this moment - a highly specialized, nimble, and deeply technical company with proven flight heritage, growing revenue, and proprietary manufacturing know-how that cannot be replicated. But this proposed acquisition is about more than one company. It is about a model. Sòphia HT is our legacy. The people behind it — the engineers, the PhDs, the machinists who build components that fly in space — they are our patrimony. **Keeping them here, growing here, winning from here — that is the mission.** That is what strategic acquisition means to us.”*

“A strong synergy was immediately established with Genenta. Through investments focused on Facilities, Certifications, and People, it will ensure, in addition to an increase in Sòphia’s manufacturing activities, an ever-increasing involvement with our customers.” said **Antonio Caraviello, CEO of Sòphia High Tech**.

¹ The name change from Genenta Science S.p.A. to Saentra Forge S.p.A. is subject to shareholder approval.

² See “Non-GAAP Information” below for a discussion of the measure EBITDA

³ For additional information, please refer to our Form 6-K, which will be filed with the Securities and Exchange Commission today.

⁴ National Recovery and Resilience Plan (NRRP)



About Genenta Science

Genenta Science (Nasdaq: GNTA), is evolving into a next-generation strategic consolidator focused on privately held specialized companies operating in Italian national security-regulated sectors, with activities spanning cybersecurity, defense, aerospace, and biotechnology/biosecurity.

About Sòphia High Tech

Sòphia High Tech S.r.l. is an Italian aerospace and defense engineering and manufacturing company. At its core, Sòphia builds the critical mechanical components of space and defense systems — the precision parts that hold rockets together, protect satellites in orbit, and allow aircraft to perform under extreme stress. The company covers the entire product lifecycle, from initial concept design and computer simulation, through prototyping and manufacturing, all the way to final testing, assembly, and qualification for flight. What sets Sòphia apart is its mastery of advanced manufacturing techniques — including state-of-the-art metal 3D printing (known as Selective Laser Melting), CNC precision machining and multitasking, and the ability to work with some of the most demanding exotic materials in the industry, including titanium, Inconel, tungsten, and specialized copper alloys. The company also conducts original materials research — developing entirely new metallic blends tailored to the specific demands of space propulsion. Certified to the EN9100 aerospace quality standard and to ECSS-Q-ST-70-80C, the ESA specification for additive manufacturing, Sòphia is one of the very few companies in Europe qualified to 3D-print flight-ready space hardware to ESA and NASA standards. With over 530 advanced projects completed, Sòphia serves leading European aerospace and defense organizations including ESA, AVIO, Thales Alenia Space, Leonardo, MBDA, GSSI, and D-Orbit.

Non-GAAP Information. This release includes EBITDA, which is a non-GAAP financial measure. EBITDA is defined as net loss adjusted to exclude interest income, income tax expense, and depreciation and amortization. This non-GAAP measure is not in accordance with, or an alternative for, measures prepared in accordance with generally accepted accounting principles (GAAP) and may be different from non-GAAP measures used by other companies. In addition, this non-GAAP measure is not based on any comprehensive set of accounting rules or principles. Genenta believes that this non-GAAP financial measure, when considered together with financial information prepared in accordance with GAAP, can enhance investors' and analysts' ability to meaningfully compare its results from period to period and to forward-looking guidance, and to identify operating trends in its business. However, non-GAAP information is not superior to financial measures calculated in accordance with GAAP, is presented for supplemental informational purposes only, has limitations as an analytical tool, and should not be considered in isolation or as a substitute for financial information presented in accordance with GAAP.

Forward-Looking Statements. Statements in this press release contain “forward-looking statements,” within the meaning of the U.S. Private Securities Litigation Reform Act of 1995, that are subject to substantial risks and uncertainties. All statements, other than statements of historical fact, contained in this press release are forward-looking statements. Forward-looking statements contained in this press release may be identified by the use of words such as “anticipate,” “believe,” “contemplate,” “could,” “estimate,” “expect,” “intend,” “seek,” “may,” “might,” “plan,” “potential,” “predict,” “project,” “suggest,” “target,” “aim,” “should,” “will,” “would,” or the negative of these words or other similar expressions, although not all forward-looking statements contain these words. Forward-looking statements are based on Genenta's current expectations and are subject to inherent uncertainties, risks, and assumptions that are difficult to predict, including risks related to the transition to Saentra Forge, the expansion to a sovereign-aligned industrial consolidator, the legal proceedings with ENEA Tech, the funding provided by the recently acquired Mandatory Convertible Bond, etc. Further, certain forward-looking statements are based on assumptions as to future events that may not prove to be accurate. These and other risks and uncertainties are described more fully in the section titled “Risk Factors” in Genenta's Annual Report on Form 20-F for the year ended December 31, 2024, and Genenta's material disclosures on Form 6-K dated October 10, 2025, as well as other Form 6-K disclosures filed with the Securities and Exchange Commission. Forward-looking statements contained in this announcement are made as of the date of this announcement, and Genenta undertakes no duty to update such information except as required under applicable law.

Genenta Science Media
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