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**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 December 2024**

**Commission File Number: 001-41115**

**GENENTA SCIENCE S.P.A.**

(Translation of registrant's name into English)

**Via Olgettina No. 58**

**20132 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 is incorporated by reference into the registrant's registration statement on Form F-3 (File No. 333-271901).

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## Other Events

### *ATM Sales Agreement Amendment*

On December 20, 2024, Genenta Science S.p.A. (the “Company”) entered into an amendment (the “Sales Agreement Amendment”) to the ATM Sales Agreement (the “Original Sales Agreement” and, as amended by the Sales Agreement Amendment, the “Sales Agreement”), dated April 26, 2024, among the Company, Capital One Securities, Inc. (“Capital One”) and Virtu Americas LLC (“Virtu”), pursuant to which the Company may offer and sell American Depositary Shares (“ADSs”), each representing one ordinary share with no par value per share of the Company. The Sales Agreement Amendment replaces Capital One with Rodman & Renshaw LLC (“Rodman & Renshaw” and, together with Virtu, each a “Sales Agent” and, collectively, the “Sales Agents”) as a Sales Agent and party to the Sales Agreement.

The above description of the Sales Agreement Amendment is qualified in its entirety by reference to the Sales Agreement Amendment, a copy of which is filed as Exhibit 1.1 hereto and is incorporated herein by reference.

As of the date of this Report on Form 6-K, the Company has sold ADSs pursuant to the Company’s prospectus supplement, dated April 26, 2024 (the “prospectus supplement”), and the Company’s accompanying prospectus, dated May 22, 2023 (the “prospectus”), for gross proceeds of \$303,001 under the Original Sales Agreement. The Company is filing prospectus supplement amendment no. 1, dated December 20, 2024 (the “amendment”), to the prospectus supplement (i) increasing the dollar amount of ADSs available to be sold pursuant to the Sales Agreement to \$29,696,999, which consists of \$16,059,815 remaining as originally authorized under the prospectus supplement and an additional \$13,637,184, and (ii) replacing Capital One with Rodman & Renshaw as a Sales Agent under the Sales Agreement.

A copy of the opinion of Giovannelli and Associates, relating to the validity of the ordinary shares represented by the ADSs to be issued pursuant to the Sales Agreement, is filed with this Report on Form 6-K as Exhibit 5.1.

This Report on Form 6-K shall not constitute an offer to sell or the solicitation of an offer to buy the Company’s securities, nor shall there be any offer, solicitation, or sale of the Company’s securities in any state in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state.

### *AGC Letter of Intent Amendment*

As previously reported in its Reports on Form 6-K furnished on November 14, 2024 and on December 13, 2024, the Company and AGC Biologics S.p.A. (“AGC”) entered into a letter of intent (the “LOI”) on October 31, 2024 pursuant to which the Company and AGC agreed to negotiate the terms of a development and manufacturing services agreement for the Company’s cell therapy products (the “Proposed Agreement”) and to execute the Proposed Agreement by December 15, 2024 (the “Negotiation End Date”). On December 11, 2024, the Company and AGC amended the LOI (the “First LOI Amendment”) to extend the Negotiation End Date to December 20, 2024, resulting in a five-day extension. On December 20, 2024, the Company and AGC further amended the LOI (the “Second LOI Amendment”) to extend the Negotiation End Date to December 27, 2024, resulting in an additional seven-day extension.

The above description of the Second LOI Amendment is qualified in its entirety by reference to the Second LOI Amendment, a copy of which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

## Exhibits

<b>Exhibit No.</b>	<b>Description</b>
1.1	<a href="#"><u>Amendment No. 1 to ATM Sales Agreement, dated December 20, 2024, among the Company and the Sales Agents</u></a>
5.1	<a href="#"><u>Opinion of Giovannelli and Associates, Italian counsel to the Company</u></a>
10.1	<a href="#"><u>Letter of Intent Amendment, dated December 20, 2024, by and between AGC Biologics S.p.A. and Genenta Science S.r.l.</u></a>

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, 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/ Richard B. Slansky

Name: Richard B. Slansky

Title: Chief Financial Officer

Dated: December 20, 2024

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**GENENTA SCIENCE S.P.A.**  
American Depositary Shares  
each representing one ordinary share, no par value per share

**AMENDMENT NO. 1 TO ATM SALES AGREEMENT**

December 20, 2024

Virtu Americas LLC  
1633 Broadway  
New York, NY 10019  
Rodman & Renshaw LLC  
600 Lexington Avenue, 32<sup>nd</sup> Floor  
New York, NY 10022

Ladies and Gentlemen:

Reference is made to the ATM Sales Agreement, dated as of April 26, 2024 (the “**Agreement**”), by and among Genenta Science S.p.A., a Republic of Italy joint stock corporation (the “**Company**”) and Virtu Americas LLC and Capital One Securities, Inc. (each, an “**Existing Agent**” and collectively, the “**Existing Agents**” and together with the Company, the “**Parties**”), pursuant to which the Company may issue and sell to or through the Existing Agents, each acting as sales agent or principal, American depositary shares, each representing one ordinary share with no par value in the capital of the Company. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

In connection with the foregoing, the Parties wish to amend the Agreement through this Amendment No. 1 to the Agreement (this “**Amendment**”) to modify the definition of certain defined terms set forth in the Agreement and used therein and to make certain other changes to the Agreement with effect on and after the date hereof (the “**Effective Date**”).

SECTION 1. Amendments to the Agreement. The Parties agree, from and after the Effective Date, that:

- (a) The definitions of the terms “**Agent**” and “**Agents**” are hereby amended to read as follows: “Virtu Americas LLC and Rodman & Renshaw LLC (each, individually an “**Agent**” and together, the “**Agents**”).” All references to Capital One Securities, Inc. in the Agreement shall be deemed to refer to Rodman & Renshaw, LLC effective immediately.
- (b) Section 13 of the Agreement is hereby amended and restated as follows:

Virtu Americas LLC  
One Liberty Plaza  
165 Broadway  
New York, NY 10006  
Attention: Virtu Capital Markets  
Email: ATM@virtu.com

and:

Rodman & Renshaw LLC  
600 Lexington Avenue, 32<sup>nd</sup> Floor  
New York, NY 10022  
Attention: David Dinkin  
Email: atm@rodm.com

with a copy to:

Duane Morris LLP  
1540 Broadway  
New York, NY 10036  
Attention: James T. Seery  
Telephone: (973) 424-2088  
Email: jtseery@duanemorris.com

and if to the Company, shall be delivered to:

Genenta Science S.p.A.  
Via Olgettina No. 58  
20132 Milan, Italy  
Attention: Pierluigi Paracchi  
Email: pierluigi.paracchi@genenta.com

with a copy to:

Fenwick & West LLP  
902 Broadway 18th Floor  
New York, NY 10010-6035  
Attention: Per Chilstrom  
Email: pchilstrom@fenwick.com

and:

Giovannelli e Associati  
Via dei Bossi, 4 20121  
Milano MI, Italy  
Attention: Gianvittorio Giroletti Angeli and Andrea Bartolucci  
Email: gianvittorio.giroletti@galaw.it; andrea.bartolucci@galaw.it

Each party to this Agreement may change such address for notices by sending to the parties to this Agreement written notice of a new address for such purpose. Each such notice or other communication shall be deemed given (i) when delivered personally or by verifiable facsimile transmission (with an original to follow) on or before 4:30 p.m., New York City time, on a Business Day or, if such day is not a Business Day, on the next succeeding Business Day, (ii) by Electronic Notice, as set forth below, (iii) on the next Business Day after timely delivery to a nationally-recognized overnight courier or (iv) on the Business Day actually received if deposited in the U.S. mail (certified or registered mail, return receipt requested, postage prepaid). For purposes of this Agreement, "Business Day" shall mean any day on which the Exchange and commercial banks in the City of New York are open for business.

An electronic communication ("Electronic Notice") shall be deemed written notice for purposes of this Section 13 if sent to the electronic mail address specified by the receiving party under separate cover. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form ("Nonelectronic Notice") which shall be sent to the requesting party within ten (10) days of receipt of the written request for Nonelectronic Notice.

(c) The second sentence of Section 16 is hereby deleted and replaced with the following:

“Neither this Agreement nor any term hereof may be amended except pursuant to a written instrument executed by the Company and each Agent; provided, however, that Schedule 3 of this Agreement may be amended by either party from time to time by sending a notice containing a revised Schedule 3 to the other party in the manner provided in Section 13 and, upon such amendment, all references herein to Schedule 3 shall automatically be deemed to refer to such amended Schedule 3, and provided further, that the Company and any Agent may agree and execute a written instrument providing for a discount, commission or other compensation to be paid by the Company to such Agent upon each sale by such Agent of Placement Shares pursuant to this Agreement in an amount lower than the amount indicated in Schedule 2.”

SECTION 2. Obligations Binding upon Rodman & Renshaw LLC. Rodman & Renshaw LLC hereby agrees to be bound by the terms of the Agreement. Rodman & Renshaw LLC shall be considered to be an Agent under the Agreement to the same extent as if it were a party to the Agreement on the date of the execution thereof.

SECTION 3. Removal of Capital One Securities, Inc. as an Agent. From and after the date hereof, Capital One Securities, Inc. shall be removed as an Agent under the Agreement as amended by this Amendment and shall no longer have any further rights or obligations under the Agreement. Notwithstanding any of the forgoing to the contrary, the provisions of Section 10 of the Agreement shall survive the termination of Capital One Securities, Inc.’s obligations under the Agreement pursuant to this Amendment.

SECTION 4. Expense Reimbursement. The Company will pay fees and disbursements of counsel to the Agents of up to \$25,000 incurred in connection with this Amendment and other related documents.

SECTION 5. No Other Amendments; References to Agreements. Except as set forth in this Amendment, all other terms and provisions of the Agreement shall continue in full force and effect. All references to the Agreement in the Agreement or in any other document executed or delivered in connection therewith shall, from the date hereof, be deemed a reference to the Agreement as amended by this Amendment.

SECTION 6. **GOVERNING LAW AND TIME; WAIVER OF JURY TRIAL. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS. SPECIFIED TIMES OF DAY REFER TO NEW YORK CITY TIME. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

**SECTION 7. CONSENT TO JURISDICTION. EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS SITTING IN THE CITY OF NEW YORK, BOROUGH OF MANHATTAN, FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH ANY TRANSACTION CONTEMPLATED HEREBY, AND HEREBY IRREVOCABLY WAIVES, AND AGREES NOT TO ASSERT IN ANY SUIT, ACTION OR PROCEEDING, ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF ANY SUCH COURT, THAT SUCH SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE OF SUCH SUIT, ACTION OR PROCEEDING IS IMPROPER. EACH PARTY HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE OF PROCESS AND CONSENTS TO PROCESS BEING SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING BY MAILING A COPY THEREOF (CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED) TO SUCH PARTY AT THE ADDRESS IN EFFECT FOR NOTICES TO IT UNDER THIS AMENDMENT AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE GOOD AND SUFFICIENT SERVICE OF PROCESS AND NOTICE THEREOF. NOTHING CONTAINED HEREIN SHALL BE DEEMED TO LIMIT IN ANY WAY ANY RIGHT TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW.**

SECTION 8. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed Amendment by one party to the other may be made by facsimile, electronic mail (including any electronic signature covered by the U.S. federal E-SIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

SECTION 9. Construction. The section and exhibit headings herein are for convenience only and shall not affect the construction hereof. References herein to any law, statute, ordinance, code, regulation, rule or other requirement of any Governmental Authority shall be deemed to refer to such law, statute, ordinance, code, regulation, rule or other requirement of any Governmental Authority as amended, reenacted, supplemented or superseded in whole or in part and in effect from time to time and also to all rules and regulations promulgated thereunder.

*[Signature Page Follows]*

If the foregoing correctly sets forth the understanding between the Company and each Agent, please so indicate in the space provided below for that purpose, whereupon this letter shall constitute a binding agreement between the Company and each Agent.

Very truly yours,

**GENENTA SCIENCE S.P.A.**

By: /s/ Pierluigi Paracchi

Name: Pierluigi Paracchi

Title: Chief Executive Officer

***[Signature Page to Amendment No. 1 to ATM Sales Agreement]***

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ACCEPTED as of the date first-above written:

**VIRTU AMERICAS LLC**

By: /s/ Joshua R. Feldman

Name: Joshua R. Feldman

Title: Managing Director

**RODMAN & RENSHAW LCC**

By: /s/ David Dinkin

Name: David Dinkin

Title: President

*[Signature Page to Amendment No. 1 to ATM Sales Agreement]*

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**SCHEDULE 3**

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**Notice Parties**

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The Company

Pierluigi Paracchi (pierluigi.paracchi@genenta.com)

Richard Slansky (richard.slansky@genenta.com)

Barbara Regonini (barbara.regonini@genenta.com)

Virtu Americas LLC

Jeffrey Lumby (jlumby@virtu.com)

Joshua Feldman (jfeldman@virtu.com)

Conor Lumby (clumby@virtu.com)

With a copy to atm@virtu.com

Rodman & Renshaw LLC

David Dinkin (atm@rodm.com)

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GIOVANNELLI E ASSOCIATI  
STUDIO LEGALE

December 20, 2024

Genenta Science S.p.A.  
Via Olgettina, 58  
20132 - Milan

Ladies and Gentlemen:

**RE: Genenta Science S.p.A. – Registration Statement on Form F-3**

**1. Introduction**

We have acted as Italian legal advisers to Genenta Science S.p.A., a joint stock company incorporated under Italian law with its registered office at Via Olgettina 58, 20132, Milan, Italy (the “**Company**”), on certain legal matters of Italian law in connection with the Company’s registration statement on Form F-3 (the “**Registration Statement**”) filed with the United States Securities and Exchange Commission on May 12, 2023 and declared effective on May 22, 2023 under the United States Securities Act of 1933, as amended (the “**Securities Act of 1933**”), the base prospectus contained within the Registration Statement (the “**Base Prospectus**”), the prospectus supplement to the Base Prospectus dated April 26, 2024 (the “**Prospectus Supplement**”) and the prospectus supplement amendment filed on December 20, 2024 (the “**Prospectus Supplement Amendment**”) and, together with the Base Prospectus and the Prospectus Supplement, the “**Prospectus**”) relating to the offer and sale by the Company through Rodman & Renshaw LLC, Inc. and Virtu Americas LLC, as the sales agents (the “**Sales Agents**”), from time to time of new ordinary shares without par value of the Company (the “**Placement Shares**”) represented by American Depositary Shares, each representing one of the Placement Shares (the “**Placement ADSs**”), having an aggregate maximum offering price of up to USD 29,696,999 pursuant to that certain ATM Sales Agreement, dated as of April 26, 2024, by and among the Company, Virtu Americas LLC and Capital One Securities, Inc., as amended by Amendment No. 1 to the ATM Sales Agreement, dated as of December 20, 2024, by and among the Company and the Sales Agents (the “**Sales Agreement**”).

- 1.1. For the purpose of giving the opinion set forth below, we have examined copies of documents (the “**Documents**”) set out in the schedule A attached hereto (the “**Schedule A**”).
- 1.2. We have made no searches or enquiries concerning the Company or any other person or entity, and we have examined no corporate records of the foresaid, save for those searches, enquiries, instruments, documents, or corporate records expressly specified as being made or examined in this opinion. Subject to the foregoing, we have reviewed exclusively those provisions of the law of the Republic of Italy that we have considered appropriate for the purpose of this opinion.
- 1.3. This letter, the opinions given in it, and any non-contractual obligations arising out of or in connection with this letter and/or the opinions given in it, are governed by, and to be construed in accordance with, Italian law and relate only to Italian law as applied by the Italian courts, including the laws of the European Union to the extent having the force of law in Italy, as at today’s date.

MARCO AMORUSO, ANDREA BARTOLUCCI, NICOLETTA CARAPPELLA, PASQUALE CARDELLICCHIO, MATTEO COLOMBARI, MICHELE DELFINI,  
MATTEO DELUCCHI, VALERIO FONTANESI, ALESSANDRO GIOVANNELLI, GIANVITTORIO GIROLETTI ANGELI, RODOLFO MARGARIA, PASQUALE MARINI,  
GIOVANNI MESCHIA, MICHELE MOCARELLI, FERRANTE PAVERI FONTANA, FRANCESCO PERUFFO, ALESSANDRA PIERETTI,  
RICCARDO PONTREMOLI, EUGENIO ROMITA, FABRIZIO SCAPARRO, STEFANO TRANIELLO E GIORGIO VASELLI

VIA DEI BOSSI, 4 – 20121 MILANO  
TEL.: +39 02 9769 7800 – FAX: +39 02 8718 1445  
CODICE FISCALE E P.IVA (VAT No.): 08347040969

[www.galaw.it](http://www.galaw.it)

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# GIOVANNELLI E ASSOCIATI

STUDIO LEGALE

- 1.4. In this legal opinion, Italian legal concepts are expressed in English terms and not in their original Italian language. The concepts concerned may not be identical to the concepts described by the same English terms as they exist under the laws of other jurisdictions. This legal opinion may, therefore, only be relied upon under the express condition that any issues of interpretation or liability arising hereunder will be governed by Italian law and that any dispute arising out of or in connection with this legal opinion shall be subject to the exclusive jurisdiction of the Court of Milan.

## 2. Assumptions

- 2.1. In giving this opinion, we have assumed that:

- 2.1.1. all Documents submitted to us as copy or specimen documents are conformed to their originals, and the originals are genuine, updated and complete;
- 2.1.2. the signatures stamps and seals on the originals of all Documents submitted to us are genuine;
- 2.1.3. all statements contained in the Registration Statement, the Base Prospectus, the Prospectus Supplement, the Prospectus Supplement Amendment and in the Documents were true and accurate when made and remain true and accurate;
- 2.1.4. a warranty by the Company that it is not aware, or has no notice, of any act, matter, thing or circumstance means that the same does not exist or has not occurred;
- 2.1.5. there has not been any amendment to the bylaws of the Company (the “**Bylaws**”) referred to and defined in Schedule A under point (i);
- 2.1.6. the meeting of the Company referred to in Schedule A under point (ii) was duly convened and held and all formalities required to be fulfilled prior to the convening of such meeting were fulfilled, and the resolution of the Company referred to in Schedule A under point (ii) was duly passed and up to the date hereof has not been revoked, superseded, challenged, or amended, in full or in part, and is still in force;
- 2.1.7. at such meeting of the Company referred to in Schedule A under point (ii), the shareholders authorized the Board of Directors, for a five-year period starting from the date of such meeting, to increase the share capital against payment, in one or more instalments and on a divisible basis, up to a maximum amount of EUR 300,000,000 (including premium), by issuance of a maximum number of 30,000,000 new ordinary shares without par value and with regular dividend entitlement, also without pre-emption right or free of charge, or otherwise for the five-year period, also in support of third-party grants of participating interests and/or industrial and intellectual property rights and similar intangible assets (such as patents, marks and know-how) which can be granted and held by the Board of Directors itself in pursuit of the corporate object (the “**Capital Increase Authorization**”);
- 2.1.8. the meetings of the Board of Directors of the Company referred to in Schedule A under points (iii), (iv) and (v) were duly convened and held and all formalities required to be fulfilled prior to the convening of such meeting were fulfilled, and the resolutions of the Board of Directors of the Company referred to in Schedule A under point (iii), (iv) and (v) were duly passed and up to the date hereof have not been revoked, superseded, challenged, or amended, in full or in part, and are still in force;

# GIOVANNELLI E ASSOCIATI

STUDIO LEGALE

- 2.1.9. at such meeting of the Board of Directors of the Company referred to in Schedule A under point (iii), the Board of Directors resolved, in accordance with the Capital Increase Authorization, to increase the share capital, within the final term of May 31, 2026, up to a maximum amount equal to the equivalent in euros of USD 30,000,000 (including share premium), to be determined according to the exchange rate existing on the date of each transaction carried out pursuant to the Prospectus, by issuance of a maximum number of new ordinary shares to be determined according to the ratio between the maximum amount of the such capital increase and the price at which the new ordinary shares will be, from time to time, issued, such latter price determined in accordance with methodologies usual applied for this type of transaction, to the service of the Placement Shares provided by the Sales Agreement (the “**Capital Increase Resolution**”);
- 2.1.10. no offer whatsoever of Placement Shares will take place in the Republic of Italy and/or in the European Union or, in the event such offer takes place in the Republic of Italy and/or in the European Union, the same will not be qualified as offer to the public, pursuant to article 100 of Legislative Decree 58/1998, article 34-ter of the Consob Regulations 11971/99 and article 1, paragraph 4, of Regulation (EU) 2017/1129, as amended from time to time;
- 2.1.11. for the purposes of this opinion, the term “non-assessable” used under paragraph 3.1(a) below means that the owner of the Placement Shares cannot be required by the Company to pay additional amounts for its Placement Shares once the subscription price is fully and duly paid; and
- 2.1.12. there are no facts, documents, circumstances or matters which may be material to the opinions set out herein and which have not been disclosed to us by the Company, notwithstanding our reasonable inquiry.
- 2.2. We express no opinion as to any laws other than the laws of Italy in force at the date hereof and we have assumed that none of the opinions expressed below will be affected by the laws of any jurisdiction other than the Republic of Italy. “**Generally Applicable Law**” means the laws of the Republic of Italy (including the rules or regulations promulgated thereunder or pursuant thereto), that an Italian lawyer exercising customary professional diligence would reasonably be expected to recognize as being applicable to the Company or the Placement Shares. Without limiting the generality of the foregoing definition of Generally Applicable Law, the term “**Generally Applicable Law**” does not include any law, rule or regulation that is applicable to the Company solely because of the specific assets or business of the Company or any of its affiliates. In particular, we have made no independent investigation of the laws of the State of New York as a basis for the opinion stated herein and do not express or imply any opinion on such laws.

### 3. **Opinion**

- 3.1. Based and relying upon the foregoing and subject to the assumptions, qualifications and reservations contained herein and to any matter not disclosed to us, we are of the opinion that:

as at today’s date, the Placement Shares, if and when allotted and issued, registered in the name of the recipient in the electronic books and registers of the relevant intermediaries and delivered as described in the Registration Statement and the Prospectus will be duly and validly authorized and issued, fully paid or credited as fully paid (subject to the receipt of valid consideration by the Company for the issue thereof in connection with the offering pursuant to the Sales Agreement as set forth in the Registration Statement and the Prospectus) and will not be subject to any call for payment of further capital in connection therewith.

# GIOVANNELLI E ASSOCIATI

STUDIO LEGALE

## 4. Qualifications

- 4.1. We are giving no opinion either as to (i) the contents of the Registration Statement, the Base Prospectus, the Prospectus Supplement or the Prospectus Supplement Amendment (including any documents incorporated by reference therein), or (ii) bankruptcy, insolvency, liquidation, reorganization moratorium and similar laws of general applicability relating to or affecting the rights of creditors of the Company in general.
- 4.2. It should be understood that (i) the opinions expressed above are based upon our examination of the Documents listed in Schedule A, as applicable, and (ii) we have not been responsible for investigating or verifying the accuracy of the facts or statements of foreign law, or that no material facts have been omitted from them and express no opinion with respect thereto.
- 4.3. An Italian court may stay proceedings brought in such court if concurrent proceedings are being brought elsewhere.
- 4.4. Pursuant to Article 2379-ter of the Italian Civil Code, in the event of the lack of call of the relevant meeting, the absence of the minutes of the relevant meeting, the impossibility of the subject of the resolutions and/or if the subject of resolutions is not licit, the resolution adopted by the extraordinary shareholders' meeting of the Company held on May 20, 2021 may be challenged by any individual/entity having a legitimate interest thereto during the 3 (three) years following the registration of the resolution with the competent Register of Enterprises.

## 5. Reliance

- 5.1. This opinion is given on the basis that there will be no amendment to or termination or replacement of the Documents, referred to in Schedule A to this opinion and on the basis of the laws of Italy in force as at the date of this opinion. This opinion is also given on the basis that we undertake no responsibility to notify any addressee of this opinion of any change in the laws of Italy after the date of this opinion. We also disclaim any obligation to advise you of facts, circumstances, events or developments which hereafter may be brought to our attention and which may alter, affect or modify the opinion expressed herein.
- 5.2. This opinion speaks as of its date and is addressed to you solely for your benefit in connection with the obligations of the Company arising from the offer of the Placement Shares. We consent to the filing of this opinion letter as Exhibit 5.1 to the Registration Statement and to the references to this firm under the caption "Legal Matters" in the prospectus which is a part of the Registration Statement. In giving this consent, we do not admit that we are thereby within the category of persons whose consent is required under Section 7 of the Securities Act of 1933 or the rules and regulation thereunder. This opinion is not to be transmitted to anyone else or for any other purpose or quoted or referred to in any public document or filed with anyone without our express consent, except that it may be disclosed to your legal counsel, referred to in any list of closing documents in relation to the offering of the Placement Shares and included in any bible of documents memorializing the offering of the Placement Shares.
- 5.3. Any issue of liability connected with our rendering this opinion shall be solely subject to the substantive laws of Italy regardless of any reference to the laws of another jurisdiction pursuant to any applicable rule governing conflicts of laws. Any dispute shall be subject to the exclusive jurisdiction of the Court of Milan.

Yours faithfully

/s/ **Giovannelli e Associati**

# GIOVANNELLI E ASSOCIATI

STUDIO LEGALE

## SCHEDULE A

- (i) a copy of the Company's currently effective bylaws;
- (ii) a copy of the resolutions passed by the shareholders of the Company on May 20, 2021 pursuant to which it was resolved, *inter alia*, to grant the Board of Directors the Capital Increase Authorization;
- (iii) a copy of the resolutions passed by the Board of Directors of the Company on May 10, 2023 pursuant to which it was resolved increase the share capital to the service of the Sales Agreement;
- (iv) a copy of the resolutions passed by the Board of Directors of the Company on March 28, 2024 pursuant to which it was resolved to grant the powers to enter into the Sales Agreement;
- (v) a copy of the resolutions passed by the Board of Directors of the Company on December 18, 2024 pursuant to which it was resolved to approve the filing of the Prospectus Supplement Amendment and related items;
- (vi) the Registration Statement, the Base Prospectus, the Prospectus Supplement and the Prospectus Supplement Amendment; and
- (vii) the Sales Agreement as amended on December 20, 2024.



20 December 2024

Mr. Pierluigi Paracchi  
Genenta Science S.r.l

Re: AMENDMENT to the Letter of Intent (this "LOI Amendment") between AGC Biologics S.p.A. ("AGC") and Genenta Science S.r.l. ("Genenta") concerning cell therapy GMP manufacturing

Dear Mr. Paracchi:

Genenta and AGC have entered into a Letter of Intent dated effective 04 November 2024 (the "LOI") and now wish to amend the LOI.

Genenta and AGC are currently negotiating a Second Amendment (the "Amendment") to Development and Master Services Agreement that the parties have entered into effective as of 06 March 2019 (the "Agreement"). The Amendment will amend the Agreement to include terms and conditions to reserve an Exclusive GMP Suite for Genenta with trained full-time equivalents.

Under the terms of the LOI, the Amendment must be fully executed by 15 December 2024 (the "Negotiation End Date"), unless extended by the parties. The parties now wish to extend the Negotiation End Date to 27 December 2024. Except as otherwise set forth in this LOI Amendment, the terms of the LOI remain in full force and effect.

Any and all information exchanged between Genenta and AGC during the term of the LOI, as amended by this LOI Amendment, shall be subject to the confidentiality and non-disclosure agreement between the parties in effect as of the execution date of this LOI Amendment.

This LOI Amendment may be signed electronically and executed in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same agreement. This LOI Amendment shall be effective upon full execution by email or original.

Sincerely,

DocuSigned by:

A handwritten signature in black ink that reads "Luca Alberici".

0312CF4269624EE...

Luca Alberici

Managing Director  
AGC Biologics S.p.A.

AGREED AND ACCEPTED

Genenta Science S.r.l.

Firmato da:  
By: **PIERLUIGI PARACCHI**  
ED4BBB17C210458  
Name: **PIERLUIGI PARACCHI**  
Title: **CEO**  
Date: **20/12/2024**