UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(MARK ONE)
☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarter ended March 31, 2021

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission file number: 001-39092

Galileo Acquisition Corp.

(Exact Name of Registrant as Specified in Its Charter)

Cayman Islands	**N/A**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
1049 Park Ave. 14A **New York, NY** (Address of principal executive offices)	**10028** (Zip Code)

(347) 517-1041
(Issuer's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Units, each consisting of one ordinary share and one Redeemable Warrant	GLEO.U	The New York Stock Exchange
Ordinary Shares, par value $0.0001 per share	GLEO	The New York Stock Exchange
Redeemable Warrants, each warrant exercisable for one Ordinary Share at an exercise price of $11.50	GLEO WS	The New York Stock Exchange

Check whether the issuer (1) filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the past 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See definitions of "large accelerated filer", "accelerated filer", "smaller reporting company", and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
		Emerging growth company	☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes☒ No ☐

As of May 28, 2021, 17,400,000 ordinary shares, $0.0001 par value, issued and outstanding.

GALILEO ACQUISITION CORP.
FORM 10-Q FOR THE QUARTER ENDED MARCH 31, 2021
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GALILEO ACQUISITION CORP.
CONDENSED BALANCE SHEETS

	March 31, 2021 (Unaudited)	December 31, 2020
ASSETS		
Current assets		
Cash	$ 456,257	$ 624,830
Prepaid expenses and other current assets	104,229	65,301
Total current assets	560,486	690,131
Cash and marketable securities held in Trust Account	139,182,449	139,158,500
TOTAL ASSETS	**$ 139,742,935**	**$ 139,848,631**
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities – Accounts payable and accrued expenses	$ 267,623	$ 209,732
Convertible promissory note – related party	500,000	500,000
Warrant liability	2,260,500	3,452,400
Total Liabilities	**3,028,123**	**4,162,132**
Commitments and Contingencies		
Ordinary shares subject to possible redemption, 13,171,481 and 13,068,649 shares at $10.00 redemption value at March 31, 2021 and December 31, 2020, respectively	131,714,810	130,686,490
Shareholders' Equity		
Preference shares, $0.0001 par value; 2,000,000 shares authorized; none issued and outstanding	—	—
Ordinary shares, $0.0001 par value; 200,000,000 shares authorized; 4,228,519 and 4,331,351 shares issued and outstanding (excluding 13,171,481 and 13,068,649 shares subject to possible redemption) at March 31, 2021 and December 31, 2020, respectively	422	433
Additional paid-in capital	5,881,378	6,909,687
Accumulated deficit	(881,798)	(1,910,111)
Total Shareholders' Equity	**5,000,002**	**5,000,009**
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	**$ 139,742,935**	**$ 139,848,631**

The accompanying notes are an integral part of these condensed financial statements.

GALILEO ACQUISITION CORP.
CONDENSED STATEMENTS OF OPERATIONS
(Unaudited)

	Three Months Ended March 31,	
	2021	2020
General and administrative costs	$ 187,536	$ 200,037
Loss from operations	**(187,536)**	**(200,037)**
Other income:		
Interest earned on marketable securities held in Trust Account	23,949	546,631
Change in fair value of warrant liabilities	1,191,900	945,300
Net income	**$ 1,028,313**	**$ 1,291,894**
Weighted average shares outstanding of redeemable ordinary shares	13,800,000	13,800,000
Basic and diluted net income per ordinary share, redeemable	**$ 0.00**	**$ 0.04**
Weighted average shares outstanding of non-redeemable ordinary shares	3,600,000	3,600,000

Basic and diluted net income per ordinary share, non-redeemable	**$ 0.28**	**$ 0.21**

The accompanying notes are an integral part of these unaudited condensed financial statements.

GALILEO ACQUISITION CORP.
CONDENSED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY
(Unaudited)

FOR THREE MONTHS ENDED MARCH 31, 2021

	Ordinary Shares		Additional Paid-in	Accumulated	Total Shareholders'
	Shares	Amount	Capital	Deficit	Equity
Balance – January 1, 2021	**4,331,351**	**$ 433**	**$ 6,909,687**	**$ (1,910,111)**	**$ 5,000,009**
Change in value of ordinary shares subject to possible redemption	(102,832)	(11)	(1,028,309)	—	(1,028,320)
Net Income	—	—	—	1,028,313	1,028,313
Balance – March 31, 2021	**4,228,519**	**$ 422**	**$ 5,881,378**	**$ (881,798)**	**$ 5,000,002**

FOR THREE MONTHS ENDED MARCH 31, 2020

	Ordinary Shares		Additional Paid-in	Accumulated	Total Shareholders'
	Shares	Amount	Capital	Deficit	Equity
Balance – January 1, 2020	**4,178,231**	**$ 418**	**$ 5,378,502**	**$ (378,919)**	**$ 5,000,001**
Ordinary shares subject to redemption	(129,189)	(13)	(1,291,877)	—	(1,291,890)
Net income	—	—	—	1,291,894	1,291,894
Balance – March 31, 2020	**4,049,042**	**$ 405**	**$ 4,086,625**	**$ 912,975**	**$ 5,000,005**

The accompanying notes are an integral part of these unaudited condensed financial statements.

GALILEO ACQUISITION CORP.
CONDENSED STATEMENTS OF CASH FLOWS
(Unaudited)

	Three Months Ended March 31,	
	2021	2020
Cash Flows from Operating Activities:		
Net income	$ 1,028,313	$ 1,291,894
Adjustments to reconcile net income to net cash used in operating activities:		
Change in fair value of warrant liability	(1,191,900)	(945,300)
Interest earned on marketable securities held in Trust Account	(23,949)	(546,631)
Changes in operating assets and liabilities:		
Prepaid expenses and other current assets	(38,928)	(46,012)
Accounts payable and accrued expenses	57,891	(12,501)
Net cash used in operating activities	**(168,573)**	**(258,550)**
Cash Flows from Investing Activities:		
Net cash provided by (used in) investing activities	—	—
Cash Flows from Financing Activities:		
Net cash used in (provided by) financing activities	—	—
Net Change in Cash	**(168,573)**	**(258,550)**
Cash – Beginning	624,830	712,062
Cash – Ending	**$ 456,257**	**$ 453,512**
Non-Cash Investing and Financing Activities:		
Change in value of ordinary shares subject to possible redemption	$ 1,028,320	1,291,890

The accompanying notes are an integral part of these unaudited condensed financial statements.

NOTE 1. DESCRIPTION OF ORGANIZATION AND BUSINESS OPERATIONS

Galileo Acquisition Corp. (the "Company") is a blank check company incorporated in the Cayman Islands on July 30, 2019. The Company was formed for the purpose of entering into a merger, share exchange, asset acquisition, share purchase, recapitalization, reorganization or other similar business combination with one or more businesses or entities (a "Business Combination"). The Company is not limited to a particular industry or geographic region for purposes of consummating a business combination.

As of March 31, 2021, the Company had not yet commenced any operations. All activity through March 31, 2021 relates to the Company's formation, the preparation of the initial public offering ("Initial Public Offering"), which is described below, and identifying a target company for a Business Combination. The Company generates non-operating income in the form of interest income from the proceeds derived from the Initial Public Offering.

The registration statement for the Company's Initial Public Offering was declared effective on October 17, 2019. On October 22, 2019, the Company consummated the Initial Public Offering of 13,800,000 units (the "Units" and, with respect to the ordinary shares included in the Units sold, the "Public Shares"), which includes the full exercise by the underwriters of their over-allotment option in the amount of 1,800,000 Units, at $10.00 per Unit, generating gross proceeds of $138,000,000 which is described in Note 3.

Simultaneously with the closing of the Initial Public Offering, the Company consummated the sale of 4,110,000 warrants (the "Private Warrants") at a price of $1.00 per Private Warrant in a private placement to Galileo Founders Holdings, L.P. (the "Sponsor") and EarlyBirdCapital, Inc. ("EarlyBirdCapital"), generating gross proceeds of $4,110,000, which is described in Note 4.

Transaction costs amounted to $3,187,305, consisting of $2,760,000 of underwriting fees and $427,305 of other offering costs.

Following the closing of the Initial Public Offering on October 22, 2019, an amount of $138,000,000 ($10.00 per Unit) from the net proceeds of the sale of the Units in the Initial Public Offering and the sale of the Private Warrants was placed in a trust account (the "Trust Account") and invested in U.S. government securities, within the meaning set forth in Section 2(a)(16) of the Investment Company Act, with a maturity of approximately six months, or in any open-ended investment company that holds itself out as a money market fund meeting the conditions of Rule 2a-7 of the Investment Company Act of 1940, as amended, or the Investment Company Act, as determined by the Company, until the earlier of: (i) the consummation of a business combination or (ii) the distribution of the Trust Account, as described below.

The Company's management has broad discretion with respect to the specific application of the net proceeds of the Initial Public Offering and the sale of the Private Warrants, although substantially all of the net proceeds are intended to be applied generally toward consummating a business combination. The Company's initial business combination must be with one or more target businesses that together have a fair market value equal to at least 80% of the balance in the Trust Account (excluding taxes payable on income earned on the Trust Account) at the time of the signing of an agreement to enter into a business combination. The Company will only complete a business combination if the post-business combination company owns or acquires 50% or more of the outstanding voting securities of the target or otherwise acquires a controlling interest in the target sufficient for it not to be required to register as an investment company under the Investment Company Act. There is no assurance that the Company will be able to successfully effect a business combination.

The Company will provide its shareholders with the opportunity to redeem all or a portion of their Public Shares upon the completion of a business combination either (i) in connection with a shareholder meeting called to approve the business combination or (ii) by means of a tender offer. The decision as to whether the Company will seek shareholder approval of a business combination or conduct a tender offer will be made by the Company, solely in its discretion. The shareholders will be entitled to redeem their Public Shares for a pro rata portion of the amount then on deposit in the Trust Account ($10.00 per share, plus any pro rata interest earned on the funds held in the Trust Account and not previously released to the Company to pay its tax obligations).

The Company will proceed with a business combination if the Company has net tangible assets of at least $5,000,001 upon such consummation of a business combination and, if the Company seeks shareholder approval, a majority of the outstanding shares voted are voted in favor of the business combination. If a shareholder vote is not required and the Company does not decide to hold a shareholder vote for business or other legal reasons, the Company will, pursuant to its Amended and Restated Memorandum and Articles of Association, offer such redemption pursuant to the tender offer rules of the Securities and Exchange Commission ("SEC"), and file tender offer documents containing substantially the same information as would be included in a proxy statement with the SEC prior to completing a business combination.

Notwithstanding the foregoing, if the Company seeks shareholder approval of the business combination and the Company does not conduct redemptions pursuant to the tender offer rules, the Company's Amended and restated Memorandum and Articles of Association provides that a public shareholder, together with any affiliate of such shareholder or any other person with whom such shareholder is acting in concert or as a "group" (as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), will be restricted from redeeming its shares with respect to more than an aggregate of 15% of the Public Shares.

The Sponsor and the other initial shareholders (collectively, the "initial shareholders") have agreed (a) to vote their Founder Shares (as defined in Note 5) and any Public Shares purchased during or after the Initial Public Offering in favor of a business combination; (b) not to propose, or vote in favor of, an amendment to the Company's Amended and Restated Memorandum and Articles of Association with respect to the Company's pre-business combination activities prior to the consummation of a business combination unless the Company provides dissenting public shareholders with the opportunity to redeem their Public Shares in conjunction with any such amendment; (c) not to convert any Founder Shares (as well as any Public Shares purchased during or after the Initial Public Offering) into the right to receive cash from the Trust Account in connection with a shareholder vote to approve a business combination (or sell any shares in a tender offer in connection with a business combination if the Company does not seek shareholder approval in connection therewith) or a vote to amend the provisions of the Amended and Restated Memorandum and Articles of Association relating to shareholders' rights or pre-business combination activity and (d) that the Founder Shares shall not participate in any liquidating distributions upon winding up if a business combination is not consummated. However, the initial shareholders will be entitled to liquidating distributions from the Trust Account with respect to any Public Shares purchased during or after the Initial Public Offering if the Company fails to complete its business combination.

The Company will have until October 22, 2021 to consummate the proposed business combination (the "Combination Period"). If the Company is unable to complete a business combination within the Combination Period, it will trigger the automatic winding up, dissolution and liquidation pursuant to the terms of the Company's Amended and Restated Memorandum and Articles of Association. If the Company is forced to liquidate, the amount in the Trust Account (less the aggregate nominal par value of the shares of the Company's public shareholders) under the Companies Law (2018 Revision) of the Cayman Islands (the "Companies Law") will be treated as share premium which is distributable under the Companies Law provided that immediately following the date on which the proposed distribution is proposed to be made, the Company is able to pay the

debts as they fall due in the ordinary course of business. If the Company is forced to liquidate the Trust Account, the public shareholders would be distributed the amount in the Trust Account calculated as of the date that is two days prior to the distribution (including any accrued interest, net of taxes payable).

In order to protect the amounts held in the Trust Account, the Sponsor has agreed to be liable to the Company, if and to the extent any claims by a vendor for services rendered or products sold to the Company, or a prospective target business with which the Company has discussed entering into a transaction agreement, reduce the amounts in the Trust Account to below $10.00 per share. This liability will not apply with respect to any claims by a third party who executed a waiver of any right, title, interest or claim of any kind in or to any monies held in the Trust Account or to any claims under the Company's indemnity of the underwriters of the Initial Public Offering against certain liabilities, including liabilities under the Securities Act of 1933, as amended (the "Securities Act"). Moreover, in the event that an executed waiver is deemed to be unenforceable against a third party, the Sponsor will not be responsible to the extent of any liability for such third-party claims. The Company will seek to reduce the possibility that the Sponsor will have to indemnify the Trust Account due to claims of creditors by endeavoring to have all vendors, service providers (except the Company's independent registered public accounting firm), prospective target businesses or other entities with which the Company does business, execute agreements with the Company waiving any right, title, interest or claim of any kind in or to monies held in the Trust Account.

Going Concern

In connection with the Company's assessment of going concern considerations in accordance with Financial Accounting Standard Board's Accounting Standards Update ("ASU") 2014-15, "Disclosures of Uncertainties about an Entity's Ability to Continue as a Going Concern," the Company has until October 22, 2021 to consummate the proposed Business Combination. It is uncertain that the Company will be able to consummate the proposed Business Combination by this time. Additionally, the Company may not have sufficient liquidity to fund the working capital needs of the Company through one year from the issuance of these financial statements. If a business combination is not consummated by this date, there will be a mandatory liquidation and subsequent dissolution of the Company. Management has determined that the liquidity condition and mandatory liquidation, should a business combination not occur, and potential subsequent dissolution, raises substantial doubt about the Company's ability to continue as a going concern. No adjustments have been made to the carrying amounts of assets or liabilities should the Company be required to liquidate after October 22. The Company intends to complete the proposed Business Combination before the mandatory liquidation date. However, there can be no assurance that the Company will be able to consummate any business combination by October 22, 2021.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying unaudited condensed interim financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") for interim financial information and in accordance with the instructions to Form 10-Q and Article 8 of Regulation S-X of the SEC. Certain information or footnote disclosures normally included in financial statements prepared in accordance with GAAP have been condensed or omitted, pursuant to the rules and regulations of the SEC for interim financial reporting. Accordingly, they do not include all the information and footnotes necessary for a complete presentation of financial position, results of operations, or cash flows. In the opinion of management, the accompanying unaudited condensed interim financial statements include all adjustments, consisting of a normal recurring nature, which are necessary for a fair presentation of the financial position, operating results and cash flows for the periods presented.

The accompanying unaudited condensed financial statements should be read in conjunction with the Company's Amended Annual Report on Form 10-K/A as filed with the SEC on May 26, 2021, which contains the audited financial statements and notes thereto. The interim results for the three months ended March 31, 2021 are not necessarily indicative of the results to be expected for the year ending December 31, 2021 or for any future interim periods.

Emerging Growth Company

The Company is an "emerging growth company," as defined in Section 2(a) of the Securities Act, as modified by the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act"), and it may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in its periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved.

Further, Section 102(b)(1) of the JOBS Act exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a Securities Act registration statement declared effective or do not have a class of securities registered under the Exchange Act) are required to comply with the new or revised financial accounting standards. The JOBS Act provides that a company can elect to opt out of the extended transition period and comply with the requirements that apply to non-emerging growth companies but any such election to opt out is irrevocable. The Company has elected not to opt out of such extended transition period which means that when a standard is issued or revised and it has different application dates for public or private companies, the Company, as an emerging growth company, can adopt the new or revised standard at the time private companies adopt the new or revised standard. This may make comparison of the Company's financial statements with another public company which is neither an emerging growth company nor an emerging growth company which has opted out of using the extended transition period difficult or impossible because of the potential differences in accounting standards used.

Use of Estimates

The preparation of condensed financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period.

Making estimates requires management to exercise significant judgment. It is at least reasonably possible that the estimate of the effect of a condition, situation or set of circumstances that existed at the date of the financial statements, which management considered in formulating its estimate, could change in the near term due to one or more future events. Accordingly, the actual results could differ significantly from those estimates.

Ordinary Shares Subject to Possible Redemption

The Company accounts for its ordinary shares subject to possible redemption in accordance with the guidance in the Financial Accounting Standards Board's ("FASB") Accounting Standards Codification ("ASC") Topic 480 "Distinguishing Liabilities from Equity." Ordinary shares subject to mandatory redemption are classified as a liability instrument and are measured at fair value. Conditionally redeemable ordinary shares (including ordinary shares that feature redemption rights that are either within the control of the holder or subject to redemption upon the occurrence of uncertain events not solely within the Company's control) are classified as temporary equity. At all other times, ordinary shares are classified as shareholders' equity. The Company's ordinary shares feature certain redemption rights that are considered to be outside of the Company's

control and subject to occurrence of uncertain future events. Accordingly, at March 31, 2021 and December 31, 2020, 13,171,481 and 13,068,649 ordinary shares subject to possible redemption are presented as temporary equity, outside of the shareholders' equity section of the Company's condensed balance sheets, respectively.

GALILEO ACQUISITION CORP.
NOTES TO CONDENSED FINANCIAL STATEMENTS
MARCH 31, 2021
(Unaudited)

Cash and Cash Equivalents

The Company considers all short-term investments with an original maturity of three months or less when purchased to be cash equivalents. The Company had cash and cash equivalents as of March 31, 2021 and December 31, 2020 of approximately $456,257 and $624,830, respectively.

Offering Costs

Offering costs consist of underwriting, legal, accounting, and other expenses incurred through the Initial Public Offering that are directly related to the Initial Public Offering. Offering costs amounting to $3,187,305 were charged to shareholders' equity upon the completion of the Initial Public Offering. $4,078 of the offering costs were immediately expensed through the Statement of Operations in connection with the warrant liability.

Warrant Liability

The Company accounts for warrants as either equity-classified or liability-classified instruments based on an assessment of the warrant's specific terms and applicable authoritative guidance in Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 480, Distinguishing Liabilities from Equity ("ASC 480") and ASC 815, Derivatives and Hedging ("ASC 815"). The assessment considers whether the warrants are freestanding financial instruments pursuant to ASC 480, meet the definition of a liability pursuant to ASC 480, and whether the warrants meet all of the requirements for equity classification under ASC 815, including whether the warrants are indexed to the Company's own ordinary shares and whether the warrant holders could potentially require "net cash settlement" in a circumstance outside of the Company's control, among other conditions for equity classification. This assessment, which requires the use of professional judgment, is conducted at the time of warrant issuance and as of each subsequent quarterly period end date while the warrants are outstanding.

For issued or modified warrants that meet all of the criteria for equity classification, the warrants are required to be recorded as a component of additional paid-in capital at the time of issuance. For issued or modified warrants that do not meet all the criteria for equity classification, the warrants are required to be recorded at their initial fair value on the date of issuance, and each balance sheet date thereafter. Changes in the estimated fair value of the warrants classified as liabilities are recognized as a non-cash gain or loss on the statements of operations.

Income Taxes

ASC Topic 740 prescribes a recognition threshold and a measurement attribute for the financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more-likely-than-not to be sustained upon examination by taxing authorities. The Company's management determined that the Cayman Islands is the Company's only major tax jurisdiction. The Company recognizes accrued interest and penalties related to unrecognized tax benefits, if any, as income tax expense. There were no unrecognized tax benefits as of March 31, 2021 and 2020 and no amounts accrued for interest and penalties. The Company is currently not aware of any issues under review that could result in significant payments, accruals or material deviation from its position.

The Company may be subject to potential examination by foreign taxing authorities in the area of income taxes. These potential examinations may include questioning the timing and amount of deductions, the nexus of income among various tax jurisdictions and compliance with foreign tax laws. The Company's management does not expect that the total amount of unrecognized tax benefits will materially change over the next twelve months.

The Company is considered to be an exempted Cayman Islands company with no connection to any other taxable jurisdiction and is presently not subject to income taxes or income tax filing requirements in the Cayman Islands or the United States.

Net Income (Loss) Per Ordinary Share

Net income (loss) per ordinary share is computed by dividing net income (loss) by the weighted average number of ordinary shares outstanding for the period. The Company has not considered the effect of warrants sold in the Initial Public Offering and private placement to purchase an aggregate of 17,910,000 ordinary shares in the calculation of diluted income (loss) per share, since the exercise of the warrants are contingent upon the occurrence of future events and the inclusion of such warrants would be anti-dilutive under the treasury stock method.

The Company's statements of operations include a presentation of income (loss) per share for ordinary shares subject to possible redemption in a manner similar to the two-class method of income (loss) per share. Net income per share, basic and diluted, for Class A redeemable ordinary shares is calculated by dividing the interest income earned on the Trust Account, by the weighted average number of Class A redeemable ordinary shares outstanding since original issuance. Net loss per share, basic and diluted, non-redeemable ordinary shares is calculated by dividing the net loss, adjusted for income attributable to redeemable ordinary shares, by the weighted average number of non-redeemable ordinary shares outstanding for the period. Non-redeemable ordinary shares includes the Founder Shares as these shares do not have any redemption features and do not participate in the income earned on the Trust Account.

The following table reflects the calculation of basic and diluted net income (loss) per ordinary share (in dollars, except per share amounts):

	Three Months Ended March 31	
	2021	2020
Redeemable Ordinary Shares		
Numerator: Earnings allocable to Redeemable Ordinary Shares		
Interest Income	$ 23,949	$ 546,631
Net Earnings	$ 23,949	$ 546,631
Denominator: Weighted Average Redeemable Ordinary Shares Redeemable Ordinary Shares, Basic and Diluted	13,800,000	13,800,000
Earnings/Basic and Diluted Redeemable Ordinary Shares	$ 0.00	$ 0.04
Non-Redeemable Ordinary Shares		
Numerator: Net (Loss) Income minus Redeemable Net Earnings		
Net (Loss) Income	$ 1,028,313	$ 1,291,894
Redeemable Net Earnings	(23,949)	(546,631)
Non-Redeemable Net Income	$ 1,004,364	$ 745,263

Denominator: Weighted Average Non-Redeemable Ordinary Shares Non-Redeemable Ordinary Shares, Basic and Diluted		3,600,000		3,600,000
Loss/Basic and Diluted Non-Redeemable Ordinary Shares	$	0.28	$	0.21

Note: As of March 31, 2021 and 2020, basic and diluted shares are the same as there are no securities that are dilutive to the shareholders.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist of a cash account in a financial institution, which at times, may exceed the Federal depository insurance coverage of $250,000. The Company had not experienced losses on this account and management believes the Company is not exposed to significant risks on such account.

Fair Value of Financial Instruments

The fair value of the Company's assets and liabilities (excluding warrants), which qualify as financial instruments under ASC Topic 820, "Fair Value Measurement," approximates the carrying amounts represented in the accompanying condensed balance sheets, primarily due to their short-term nature. The fair value of the private warrants, which are classified as liabilities, was estimated using a Binomial Lattice Model (see Note 9).

Recent Accounting Standards

Management does not believe that any recently issued, but not yet effective, accounting standards, if currently adopted, would have a material effect on the Company's condensed financial statements.

NOTE 3. INITIAL PUBLIC OFFERING

Pursuant to the Initial Public Offering, the Company sold 13,800,000 Units, at a purchase price of $10.00 per Unit, which includes the full exercise by the underwriters of their over-allotment option in the amount of 1,800,000 Units at $10.00 per Unit. Each Unit consists of one ordinary share and one warrant ("Public Warrant"). Each Public Warrant entitles the holder to purchase one ordinary share at an exercise price of $11.50 per share (see Note 8).

NOTE 4. PRIVATE PLACEMENT

Simultaneously with the closing of the Initial Public Offering, the Sponsor and EarlyBirdCapital and its designees purchased an aggregate of 4,110,000 Private Warrants at $1.00 per Private Warrant, for an aggregate purchase price of $4,110,000. The Sponsor purchased an aggregate of 3,562,000 Private Warrants and EarlyBirdCapital and its designees purchased an aggregate of 548,000 Private Warrants. Each Private Warrant is exercisable to purchase one ordinary share at an exercise price of $11.50 per share (see Note 8). The proceeds from the Private Warrants were added to the proceeds from the Initial Public Offering held in the Trust Account. If the Company does not complete a business combination within the Combination Period, the proceeds from the sale of the Private Warrants will be used to fund the redemption of the Public Shares (subject to the requirements of applicable law) and the Private Warrants will expire worthless. There will be no redemption rights or liquidating distributions from the Trust Account with respect to the Private Warrants.

The Private Warrants are identical to the Public Warrants underlying the Units sold in the Initial Public Offering, except that the Private Warrants (i) will not be redeemable by the Company and (ii) may be exercised for cash or on a cashless basis, so long as they are held by the initial purchaser or any of its permitted transferees. If the Private Warrants are held by holders other than the initial purchasers or any of their permitted transferees, the Private Warrants will be redeemable by the Company and exercisable by the holders on the same basis as the Public Warrants. In addition, the Private Warrants may not be transferable, assignable or saleable until the consummation of a business combination, subject to certain limited exceptions.

NOTE 5. RELATED PARTY TRANSACTIONS

Founder Shares

In August 2019, the Company issued an aggregate of 2,875,000 ordinary shares (the "Founder Shares") to the Sponsor for an aggregate purchase price of $25,000. On October 17, 2019, the Company effected a share dividend of 0.2 of a share for each ordinary share in issue, resulting in the Sponsor holding an aggregate of 3,450,000 Founder Shares. The Founder Shares include an aggregate of up to 450,000 shares subject to forfeiture by the Sponsor to the extent that the underwriters' over-allotment is not exercised in full or in part, so that the initial shareholders will collectively own 20% of the Company's issued and outstanding shares after the Initial Public Offering (excluding the Representative Shares (as defined in Note 7)).

The initial shareholders have agreed not to transfer, assign or sell any of the Founder Shares (except to certain permitted transferees) until (i) with respect to 50% of the Founder Shares, the earlier of one year after the completion of a business combination and the date on which the closing price of the ordinary shares equals or exceeds $12.50 per share (as adjusted for share splits, share capitalizations, reorganizations and recapitalizations) for any 20 trading days within any 30-trading day period commencing after a business combination and (ii) with respect to the remaining 50% of the Founder Shares, one year after the completion of a business combination, or earlier, in either case, if, subsequent to a business combination, the Company completes a liquidation, merger, share exchange or other similar transaction which results in all of the Company's shareholders having the right to exchange their ordinary shares for cash, securities or other property.

Administrative Services Agreement

The Company entered into an agreement, commencing on October 17, 2019 through the earlier of the consummation of a business combination or the Company's liquidation, to pay Ampla Capital, LLC, an affiliate of the Company's Chief Financial Officer a monthly fee of approximately $3,000 for general and administrative services, including office space, utilities and secretarial support. For the three months ended March 31, 2021 and 2020, the Company incurred and paid $9,000 in fees for these services.

Promissory Note — Related Party

The Company's Sponsor agreed to loan the Company up to $300,000 to be used for the payment of costs related to the Initial Public Offering. The Promissory Note ("Promissory Note") was non-interest bearing, unsecured and due on the earlier of March 31, 2020 or the closing of the Initial Public Offering. The Promissory Note, in the outstanding amount of $93,798, was repaid upon the consummation of the Initial Public Offering on October 22, 2019. As of March 31, 2021 and December 31, 2020, no amounts under the Promissory Note were outstanding nor could the promissory note be drawn upon.

Related Party Loans

In order to finance transaction costs in connection with a business combination, the Initial Shareholders, the Company's officers and directors or their affiliates may, but are not obligated to, loan the Company funds from time to time or at any time, as may be required ("Working Capital Loans"). Each Working Capital Loan would be evidenced by a promissory note. The Working Capital Loans would either be paid upon consummation of a business combination, without interest, or, at the lender's discretion, up to $1,000,000 of the Working Capital Loans may be converted into warrants at a price of $1.00 per warrant. The warrants would be identical to the Private Warrants. In the event that a business combination does not close, the Company may use a portion of the proceeds held outside the Trust Account to repay the Working Capital Loans, but no proceeds held in the Trust Account would be used to repay the Working Capital Loans.

On December 14, 2020, the Company entered into a convertible promissory note with the Sponsor pursuant to which the Sponsor agreed to loan the Company up to an aggregate principal amount of $500,000 (the "Convertible Note"). The Convertible Note is non-interest bearing and payable upon the date on which the Company consummates a business combination. If the Company does not consummate a business combination, the Company may use a portion of any funds held outside the Trust Account to repay the Convertible Note; however, no proceeds from the Trust Account may be used for such repayment. Up to $500,000 of the Convertible Note may be converted into warrants at a price of $1.00 per warrant at the option of the Sponsor. The warrants, if issued, will be identical to the Private Warrants. As of March 31, 2021 and December 31, 2020, the outstanding balance under the Convertible Note amounted to an aggregate of $500,000.

NOTE 6. COMMITMENTS AND CONTINGENCIES

Risks and Uncertainties

Management continues to evaluate the impact of the COVID-19 pandemic and has concluded that while it is reasonably possible that the virus could have a negative effect on the Company's financial position, results of its operations and/or search for a target company, the specific impact is not readily determinable as of the date of these condensed financial statements. The condensed financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Registration Rights

Pursuant to a registration rights agreement entered into on October 17, 2019, the holders of the Founder Shares, Private Warrants (and their underlying securities), Representative Shares (as a defined in Note 7) and any securities that may be issued upon conversion of the Working Capital Loans (and their underlying securities) will be entitled to registration rights. The holders of a majority of these securities are entitled to make up to two demands that the Company register such securities. The holders of the majority of the Founder Shares can elect to exercise these registration rights at any time commencing three months prior to the date on which these shares are to be released from escrow. The holders of a majority of the Representative Shares, Private Warrants (and underlying securities) and securities issued in payment of Working Capital Loans (or underlying securities) can elect to exercise these registration rights at any time after the Company consummates a business combination. Notwithstanding anything herein to the contrary, EarlyBirdCapital and/or its designees may only make a demand registration (i) on one occasion and (ii) during the five-year period beginning on the effective date of the Initial Public Offering. In addition, the holders will have certain "piggy-back" registration rights with respect to registration statements filed subsequent to the completion of a business combination. The Company will bear the expenses incurred in connection with the filing of any such registration statements.

Business Combination Marketing Agreement

Pursuant to a letter agreement entered into on October 17, 2019 (the "Business Combination Marketing Agreement"), the Company engaged EarlyBirdCapital as an advisor to assist the Company in identifying potential target businesses for a business combination, holding meetings with its shareholders to discuss potential business combinations and target business' attributes, introducing the Company to potential investors that may be interested in purchasing securities of the Company in connection with a business combination, assisting the Company in obtaining shareholder approval for a business combination and assist the Company with its press releases and public filings in connection with a business combination. The Company will pay EarlyBirdCapital a cash fee equal to 3.5% of the gross proceeds of the Initial Public Offering, or $4,830,000, for such services only upon the consummation of a business combination. At the Company's sole discretion, , up to approximately 25% of such amount may be paid to third parties who are investment banks or financial advisory firms not participating in Initial Public Offering that assist the Company in consummating its business combination. As of March 31, 2021, the above service had not been completed and accordingly, no amounts have been recorded in the accompanying condensed financial statements.

Additionally, the Company will pay EarlyBirdCapital a cash fee equal to 1.0% of the total consideration payable in the proposed business combination if it introduces the Company to the target business with which the Company completes a business combination; provided that the foregoing fee will not be paid prior to the date that is 90 days from the effective date of the Initial Public Offering, unless FINRA determines that such payment would not be deemed underwriters' compensation in connection with the Initial Public Offering pursuant to FINRA Rule 5110(c)(3)(B)(ii).

Placement Agent Agreement

Pursuant to a letter agreement dated February 23, 2021, the Company will pay Stifel Nicolaus & Company, Incorporated ("Stifel") a placement agent fee for services provided by Stifel in connection with the placement of a private investment in a public equity transaction in connection with a business combination. Pursuant to the amended letter agreement, dated as of April 27, 2021 (the "Placement Agent Agreement") entered into in connection with the proposed business combination with Shapeways (as defined in Note 9 below), upon consummation of the PIPE Investment referred to in Note 9, the Company will pay Stifel a placement fee equal to 4.0% of the gross proceeds to the Company from the PIPE Investment), excluding proceeds from investors in the PIPE Investment that were stockholders of Shapeways as of the date they entered into subscription agreements for the PIPE Investment and excluding proceeds from Stifel or any of its affiliates. In addition, the Company will reimburse Stifel for reasonable out-of-pocket expenses, not to exceed $25,000 in the aggregate, regardless of whether the PIPE Investment is consummated.

NOTE 7. SHAREHOLDERS' EQUITY

Preference Shares — The Company is authorized to issue 2,000,000 preference shares with a par value of $0.0001 per share with such designation, rights and preferences as may be determined from time to time by the Company's Board of Directors. At March 31, 2021 and December 31, 2020, there were no preference shares issued or outstanding.

Ordinary Shares — The Company is authorized to issue 200,000,000 ordinary shares with a par value of $0.0001 per share. Holders of the ordinary shares are entitled to one vote for each share. At March 31, 2021 and December 31, 2020, there were 4,228,519 and 4,331,351 ordinary shares issued and outstanding, excluding 13,171,481 and 13,068,649 ordinary shares subject to possible redemption, respectively.

NOTE 8. WARRANTS

Warrants — The Public Warrants will become exercisable on the later of (a) the completion of a Business Combination and (b) 12 months from the closing of the Initial Public Offering. No Public Warrants will be exercisable for cash unless the Company has an effective and current registration statement covering the ordinary shares issuable upon exercise of the Public Warrants and a current prospectus relating to such ordinary shares. Notwithstanding the foregoing, if a registration statement covering the ordinary shares issuable upon the exercise of the Public Warrants is not effective within 90 days from the consummation of a Business Combination, the holders may, until such time as there is an effective registration statement and during any period when the Company shall have failed to maintain an effective registration statement, exercise the Public Warrants on a cashless basis pursuant to the exemption from registration provided by Section 3(a)(9) of the Securities Act provided that such exemption is available. If an exemption from registration is not available, holders will not be able to exercise their Public Warrants on a cashless basis. The Public Warrants will expire five years from the consummation of a Business Combination or earlier upon redemption or liquidation.

The Company may redeem the Public Warrants:

- in whole and not in part;
- at a price of $0.01 per warrant;
- at any time while the Public Warrants are exercisable;
- upon not less than 30 days' prior written notice of redemption to each Public Warrant holder;
- if, and only if, the reported last sale price of the Company's ordinary shares equals or exceeds $18.00 per share, for any 20 trading days within a 30-trading day period ending on the third business day prior to the notice of redemption to the warrant holders; and
- if, and only if, there is a current registration statement in effect with respect to the ordinary shares underlying such warrants at the time of redemption and for the entire 30-day trading period referred to above and continuing each day thereafter until the date of redemption.

If the Company calls the Public Warrants for redemption, management will have the option to require all holders that wish to exercise the Public Warrants to do so on a "cashless basis," as described in the warrant agreement. The exercise price and number of ordinary shares issuable upon exercise of the warrants may be adjusted in certain circumstances including in the event of a capitalization of shares, extraordinary dividend or recapitalization, reorganization, merger or consolidation. However, the warrants will not be adjusted for issuances of ordinary shares at a price below their exercise price or issuance of potential extension warrants in connection with an extension of the period of time for the Company to complete a Business Combination. Additionally, in no event will the Company be required to net cash settle the warrants. If the Company is unable to complete a Business Combination within the Combination Period and the Company liquidates the funds held in the Trust Account, holders of warrants will not receive any of such funds with respect to their warrants, nor will they receive any distribution from the Company's assets held outside of the Trust Account with the respect to such warrants. Accordingly, the warrants may expire worthless.

In addition, if (x) the Company issues additional ordinary shares or equity-linked securities for capital raising purposes in connection with the closing of a Business Combination at an issue price or effective issue price of less than $9.20 per share (with such issue price or effective issue price to be determined in good faith by the Company's board of directors, and in the case of any such issuance to the Sponsor, initial shareholders or their affiliates, without taking into account any Founder Shares held by them prior to such issuance), (y) the aggregate gross proceeds from such issuances represent more than 60% of the total equity proceeds, and interest thereon, available for the funding of a Business Combination on the date of the consummation of a Business Combination, and (z) the volume weighted average trading price of the Company's ordinary shares during the 20 trading day period starting on the trading day prior to the day on which the Company consummates a Business Combination (such price, the "Market Value") is below $9.20 per share, the exercise price of a warrant will be adjusted (to the nearest cent) to be equal to 115% of the greater of (i) the Market Value or (ii) the price at which the Company issues the additional ordinary shares or equity-linked securities.

Representative Shares

In August 2019, the Company issued to the designees of EarlyBirdCapital 125,000 ordinary shares (the "Representative Shares") for a nominal consideration. On October 17, 2019, the Company effected a share dividend of 0.2 of a share for each ordinary share in issue, resulting in EarlyBirdCapital holding an aggregate of 150,000 Representative Shares. The Company accounted for the Representative Shares as an offering cost of the Proposed Offering, with a corresponding credit to shareholders' equity. The Company estimated the fair value of Representative Shares to be $1,137 based upon the price of the Founder Shares issued to the Sponsor. The holders of the Representative Shares have agreed not to transfer, assign or sell any such shares until the completion of a Business Combination. In addition, the holders have agreed (i) to waive their redemption rights with respect to such shares in connection with the completion of a Business Combination and (ii) to waive their rights to liquidating distributions from the Trust Account with respect to such shares if the Company fails to complete a Business Combination within the Combination Period.

The Representative Shares have been deemed compensation by FINRA and are therefore subject to a lock-up for a period of 180 days immediately following the effective date of the registration statement related to the Initial Public Offering pursuant to Rule 5110(g)(1) of FINRA's NASD Conduct Rules. Pursuant to FINRA Rule 5110(g)(1), these securities will not be the subject of any hedging, short sale, derivative, put or call transaction that would result in the economic disposition of the securities by any person for a period of 180 days immediately following the effective date of the registration statement related to the Initial Public Offering, nor may they be sold, transferred, assigned, pledged or hypothecated for a period of 180 days immediately following the effective date of the registration statement related to the Initial Public Offering except to any underwriter and selected dealer participating in the Initial Public Offering and their bona fide officers or partners.

NOTE 9. FAIR VALUE MEASUREMENTS

The fair value of the Company's financial assets and liabilities reflects management's estimate of amounts that the Company would have received in connection with the sale of the assets or paid in connection with the transfer of the liabilities in an orderly transaction between market participants at the measurement date. In connection with measuring the fair value of its assets and liabilities, the Company seeks to maximize the use of observable inputs (market data obtained from independent sources) and to minimize the use of unobservable inputs (internal assumptions about how market participants would price assets and liabilities). The following fair value hierarchy is used to classify assets and liabilities based on the observable inputs and unobservable inputs used in order to value the assets and liabilities:

Level 1: Quoted prices in active markets for identical assets or liabilities. An active market for an asset or liability is a market in which transactions for the asset or liability occur with sufficient frequency and volume to provide pricing information on an ongoing basis.

Level 2: Observable inputs other than Level 1 inputs. Examples of Level 2 inputs include quoted prices in active markets for similar assets or liabilities and quoted prices for identical assets or liabilities in markets that are not active.

Level 3: Unobservable inputs based on our assessment of the assumptions that market participants would use in pricing the asset or liability.

The Company classifies its U.S. Treasury and equivalent securities as held-to-maturity in accordance with ASC 320 "Investments - Debt and Equity Securities." Held-to-maturity securities are those securities which the Company has the ability and intent to hold until maturity. Held-to-maturity treasury securities are recorded at amortized cost on the accompanying balance sheets and adjusted for the amortization or accretion of premiums or discounts.

At March 31, 2021 and December 31, 2020, assets held in the Trust Account were comprised of $9,533 and $5,563 in cash equivalents and $139,172,916 and $139,152,937 in U.S. Treasury Bills at amortized cost. During the three months ended March 31, 2021 and the year ended December 31, 2020, the Company did not withdraw any interest income from the Trust Account to pay its tax obligations.

At March 31, 2021, there were 4,110,000 Private Placement Warrants outstanding that were measured at fair value.

The following table presents information about the Company's assets and liabilities that are measured at fair value on a recurring basis at March 31, 2021 and December 31, 2020 and indicates the fair value hierarchy of the valuation inputs the Company utilized to determine such fair value. The gross holding gains and fair value of held-to-maturity securities at March 31, 2021 and December 31, 2020 are as follows:

	Held-To-Maturity	Level	Amortized Cost	Gross Holding Gains	Fair Value
March 31, 2021	U.S. Treasury Securities (Matured on 04/08/2021)	1	$ 139,172,916	$ 2,084	$ 139,175,000
December 31, 2020	U.S. Treasury Securities (Matured on 01/07/2021)[1]	1	$ 139,152,937	$ 2,063	$ 139,155,000

Liabilities:	Warrant Liabilities	Level	Fair value at March 31, 2021	Fair value at December 31, 2020
	Private Placement Warrants	3	$ 2,260,500	$ 3,452,400

[1] The Company notes that the U.S. Treasury Securities were reinvested with the funds from the previously matured securities

The Company recognizes transfers into and out of the fair value levels at the end of the reporting period. There were no transfers into or out of the levels during the three months ended March 31, 2021 or 2020.

The Company established the initial fair value for the private warrants on October 22, 2019, the date of the Company's Initial Public Offering, using a Binomial Lattice Model. The Company continues to classify the private warrants as Level 3 due to the use of unobservable inputs and continues to value the private warrants using a Binomial Lattice Model.

The key inputs into the Binomial Lattice Model for the Private Placement Warrants were as follows at March 31, 2021:

Input	March 31, 2021	March 31, 2020
Risk-free interest rate	0.62%	0.37%
Dividend yield	0.00%	0.00%
Implied volatility	12.6%	8.80%
Exercise price	$ 11.50	$ 11.50
Market Stock Price	$ 10.00	$ 9.68

On March 31, 2021 and 2020, the Private Placement Warrants were determined to be $0.55 and 0.25 and per warrant, respectively, for an aggregate value of $2.3 million and $1.0 million, respectively.

The following table presents the changes in the fair value of warrant liabilities:

	Private Placement	Public	Warrant Liabilities
Fair value as of December 31, 2020	$ 3,452,400	$ —	$ 3,452,400
Change in valuation inputs or other assumptions	(1,191,900)	—	(1,191,900)
Fair value as of March 31, 2021	$ 2,260,500	$ —	$ 2,260,500

	Private Placement	Public	Warrant Liabilities
Fair value as of December 31, 2019	$ 1,972,800	$ —	$ 1,972,800
Change in valuation inputs or other assumptions	(945,300)	—	(945,300)
Fair value as of March 31, 2020	$ 1,027,500	$ —	$ 1,027,500

NOTE 10 — SUBSEQUENT EVENTS

The Company evaluated subsequent events and transactions that occurred after the balance sheet date up to the date that the financial statements were issued. Based upon this review, the Company did not identify any subsequent events, other than below, that would have required adjustment or disclosure in the financial statements.

On April 28, 2021, the Company entered into an Agreement and Plan of Merger and Reorganization (the "Merger Agreement") with Shapeways, Inc., a Delaware

corporation ("Shapeways"), Galileo Acquisition Holdings Inc., a Delaware corporation and a wholly-owned subsidiary of Galileo ("Merger Sub"), Galileo Founders Holdings, L.P., a Delaware limited partnership (the "Sponsor"), in the capacity as the representative of the shareholders of Galileo (other than the Shapeways security holders) from and after the closing (the "Closing") of the transactions contemplated by the Merger Agreement (collectively, the "Transaction") (in such capacity, the "Purchaser Representative"), and Fortis Advisors LLC, in the capacity as the representative of the Shapeways security holders from and after the Closing of the Transaction (in such capacity, the "Seller Representative").

Pursuant to the Merger Agreement, subject to the terms and conditions set forth therein, (i) prior to the Closing, the Company will continue out of the Cayman Islands and into the State of Delaware to re-domicile and become a Delaware corporation (the "Domestication") and (ii) at the Closing of the Transaction, and following the Domestication and the PIPE Investment (defined below), Merger Sub will merge with and into Shapeways (the "Merger"), with Shapeways continuing as the surviving entity and wholly-owned subsidiary of the Company, and with each Shapeways stockholder receiving shares of the Company common stock at the Closing (as further described below). Simultaneously with entering into the Merger Agreement, the Company entered into Subscription Agreements (as defined below) with investors ("PIPE Investors") to purchase a total of 7.5 million shares of the Company common stock in a private equity investment ("PIPE") in the Company at $10.00 per share with aggregate gross proceeds to the Company of $75,000,000. The PIPE Investors include certain existing Shapeways stockholders and a strategic investor.

The Merger Agreement contains customary conditions to Closing, including the following mutual conditions of the parties (unless waived): (i) approval of the shareholders of the Company and Shapeways; (ii) approvals of any required governmental authorities and completion of any antitrust expiration periods; (iii) no law or order preventing the Transaction; (iv) the Registration Statement having been declared effective by the SEC; (v) the satisfaction of the $5,000,001 minimum net tangible asset test by the Company; (vi) approval of the Company's common stock for listing on NYSE; (vii) consummation of the Domestication; and (viii) reconstitution of the post-Closing board of directors as contemplated under the Merger Agreement.

Simultaneously with the execution of the Merger Agreement, the Company and Shapeways entered into subscription agreements (collectively, the "Subscription Agreements") with PIPE Investors for an aggregate for 7,500,000 shares of the Company's common stock, par value $0.0001 per share (the "PIPE Shares"), at a price of $10.00 per share, for an aggregate of $75,000,000, in a private placement to be consummated simultaneously with the closing of the Transaction (the "PIPE Investment"). The consummation of the transactions contemplated by the Subscription Agreements is conditioned on the concurrent Closing and other customary closing conditions. Among other things, each PIPE Investor agreed in the Subscription Agreement that it and its affiliates will not have any right, title, interest or claim of any kind in or to any monies in the Trust Account held for its public stockholders, and agreed not to, and waived any right to, make any claim against the trust account (including any distributions therefrom). In addition, Shapeways granted certain customary resale registration rights to the PIPE Investors in the Subscription Agreements.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

References in this report (the "Quarterly Report") to "we," "us" or the "Company" refer to Galileo Acquisition Corp. References to our "management" or our "management team" refer to our officers and directors, references to the "Sponsor" refer to Galileo Founders Holdings, L.P. The following discussion and analysis of the Company's financial condition and results of operations should be read in conjunction with the financial statements and the notes thereto contained elsewhere in this Quarterly Report. Certain information contained in the discussion and analysis set forth below includes forward-looking statements that involve risks and uncertainties.

Special Note Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q includes "forward-looking statements" within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act that are not historical facts, and involve risks and uncertainties that could cause actual results to differ materially from those expected and projected. All statements other than statements of historical fact included in this Form 10-Q including statements in this "Management's Discussion and Analysis of Financial Condition and Results of Operations" regarding the Company's financial position, business strategy and the plans and objectives of management for future operations, are forward-looking statements. Words such as "expect," "believe," "anticipate," "intend," "estimate," "seek" and variations and similar words and expressions are intended to identify such forward-looking statements. Such forward-looking statements relate to future events or future performance, but reflect management's current beliefs, based on information currently available. A number of factors could cause actual events, performance or results to differ materially from the events, performance and results discussed in the forward-looking statements. For information identifying important factors that could cause actual results to differ materially from those anticipated in the forward-looking statements, please refer to the Risk Factors section of the Company's amended Annual Report on Form 10-K/A for the year ending December 31, 2020 filed with the SEC on May 26, 2021. The Company's securities filings can be accessed on the EDGAR section of the SEC's website at www.sec.gov. Except as expressly required by applicable securities law, the Company disclaims any intention or obligation to update or revise any forward-looking statements whether as a result of new information, future events or otherwise.

Overview

We are a blank check company incorporated in the Cayman Islands on July 30, 2019 formed for the purpose of effecting a merger, share exchange, asset acquisition, stock purchase, reorganization or similar Business Combination with one or more businesses. Our efforts to identify a prospective target business will not be limited to a particular industry or geographic location. However, we believe we are particularly well-positioned to capitalize on growing opportunities which are headquartered in Western Europe and are significantly export oriented towards the United States and with a clearly defined North American high growth strategy. We intend to effectuate our Business Combination using cash derived from the proceeds of the Initial Public Offering, our shares, debt or a combination of cash, shares and debt.

The issuance of additional ordinary shares in a Business Combination:

- may significantly reduce the equity interest of our shareholders;
- may subordinate the rights of holders of ordinary shares if we issue preference shares with rights senior to those afforded to our ordinary shares;
- will likely cause a change in control if a substantial number of our ordinary shares are issued, which may affect, among other things, our ability to use our net operating loss carry forwards, if any, and most likely will also result in the resignation or removal of our present officers and directors; and
- may adversely affect prevailing market prices for our securities.

Similarly, if we issue debt securities, it could result in:

- default and foreclosure on our assets if our operating revenues after a business combination are insufficient to pay our debt obligations;
- acceleration of our obligations to repay the indebtedness even if we have made all principal and interest payments when due if the debt security contains covenants that required the maintenance of certain financial ratios or reserves and we breach any such covenant without a waiver or renegotiation of that covenant;
- our immediate payment of all principal and accrued interest, if any, if the debt security is payable on demand; and
- our inability to obtain additional financing, if necessary, if the debt security contains covenants restricting our ability to obtain additional financing while such security is outstanding.

Results of Operations

We have neither engaged in any operations nor generated any revenues to date. Our only activities from inception to March 31, 2021 were organizational activities, those necessary to prepare for the Initial Public Offering, described below, and identifying a target company for an initial business combination. We do not expect to generate any operating revenues until after the completion of our initial Business Combination. We generate non-operating income in the form of interest income on marketable securities held in the Trust Account. We incur expenses as a result of being a public company (for legal, financial reporting, accounting and auditing compliance), as well as for due diligence expenses in connection with completing an initial Business Combination.

For the three months ended March 31, 2021, we had a net income of $1,028,313, which consists of general and administrative costs of $187,536, offset by interest income on marketable securities held in the Trust Account of $23,949 and a change in the fair value of warrant liabilities of $1,191,900.

For the three months ended March 31, 2020, we had a net income of $1,291,894, which consisted of interest income on marketable securities held in the Trust Account of $546,631 and a change in the fair value of warrant liabilities of $945,300, offset by operating and general and administrative costs of $200,037.

Liquidity and Capital Resources

On October 22, 2019, we consummated the Initial Public Offering of 13,800,000 Units, which included the full exercise by the underwriters of the over-allotment option to purchase an additional 1,800,000 Units, at $10.00 per Unit, generating gross proceeds of $138,000,000. Simultaneously with the closing of the Initial Public Offering, we consummated the sale of 4,110,000 Private Warrants to the Sponsor and EarlyBirdCapital, at a price of $1.00 per Private Warrant, generating gross proceeds of $4,110,000.

Following the Initial Public Offering, the exercise of the over-allotment option and the sale of the Private Warrants, a total of $138,000,000 was placed in the Trust Account. We incurred $3,187,305 in transaction costs, including $2,760,000 of underwriting fees and $427,305 of other offering costs.

For the three months ended March 31, 2021, cash used in operating activities was $168,573. Net income of $1,028,313 was offset by interest earned on marketable securities held in the Trust Account of $23,949, a change in the fair value of warrant liabilities of $1,191,900, and changes in operating assets and liabilities, which used $18,963 of cash from operating activities.

For the three months ended March 31, 2020, cash used in operating activities was $258,550. Net income of $1,291,894 was offset by interest earned on marketable securities held in the Trust Account of $546,631, a change in the fair value of warrant liabilities of $945,300, and changes in operating assets and liabilities, which used $58,513 of cash from operating activities.

As of March 31, 2021, we had cash and marketable securities held in the Trust Account of $139,182,449. We intend to use substantially all of the funds held in the Trust Account, including any amounts representing interest earned on the Trust Account to complete our Business Combination. To the extent that our share capital is used, in whole or in part, as consideration to complete our Business Combination, the remaining proceeds held in the Trust Account will be used as working capital to finance the operations of the target business or businesses, make other acquisitions and pursue our growth strategies.

As of March 31, 2021, we had cash and cash equivalents of $456,257 held outside of the Trust Account. We intend to use the funds held outside the Trust Account primarily to identify and evaluate target businesses, perform business due diligence on prospective target businesses, travel to and from the offices, plants or similar locations of prospective target businesses or their representatives or owners, review corporate documents and material agreements of prospective target businesses, and structure, negotiate and complete a Business Combination.

In order to fund working capital deficiencies or finance transaction costs in connection with a Business Combination, our Sponsor or an affiliate of our Sponsor or certain of our officers and directors may, but are not obligated to, loan us funds as may be required. If we complete a Business Combination, we would repay such loaned amounts. In the event that a Business Combination does not close, we may use a portion of the working capital held outside the Trust Account to repay such loaned amounts but no proceeds from our Trust Account would be used for such repayment. Up to $1,000,000 of such loans may be convertible into warrants identical to the Private Warrants, at a price of $1.00 per warrant at the option of the lender.

On December 14, 2020, we entered into the Convertible Note with our sponsor, pursuant to which, our sponsor agreed to loan us up to an aggregate principal amount of $500,000. The Convertible Note is non-interest bearing and payable upon the date on which an initial business combination is consummated. If we do not consummate an initial business combination, we may use a portion of any funds held outside the trust account to repay the Convertible Note; however, no proceeds from the Trust Account may be used for such repayment. Up to $500,000 of the Convertible Note may be converted into warrants at a price of $1.00 per warrant at the option of our Sponsor. The warrants, if issued, will be identical to the Private Warrants. As of March 31, 2021 and December 31, 2020, the outstanding balance under the Convertible Note was $500,000.

Going Concern

We have until October 22, 2021 to consummate an initial business combination. It is uncertain that we will have sufficient liquidity to fund the working capital needs of the Company until the liquidation date. Additionally, it is uncertain that we will be able to consummate an initial business combination by this time. The Company may not have sufficient liquidity to fund the working capital needs of the Company until one year from the issuance of the financial statements included in this Report. If an initial business combination is not consummated by this date, there will be a mandatory liquidation and subsequent dissolution. Management has determined that the mandatory liquidation, should an initial business combination not occur, and potential subsequent dissolution raises substantial doubt about our ability to continue as a going concern. No adjustments have been made to the carrying amounts of assets or liabilities should we be required to liquidate after October 22, 2021.

Off-Balance Sheet Financing Arrangements

We have no obligations, assets or liabilities, which would be considered off-balance sheet arrangements as of March 31, 2021. We do not participate in transactions that create relationships with unconsolidated entities or financial partnerships, often referred to as variable interest entities, which would have been established for the purpose of facilitating off-balance sheet arrangements. We have not entered into any off-balance sheet financing arrangements, established any special purpose entities, guaranteed any debt or commitments of other entities, or purchased any non-financial assets.

Business Combination

On April 28, 2021, the Company entered into an Agreement and Plan of Merger and Reorganization (the “Merger Agreement”) with Shapeways, Inc., a Delaware

corporation ("Shapeways"), Galileo Acquisition Holdings Inc., a Delaware corporation and a wholly-owned subsidiary of Galileo ("Merger Sub"), Galileo Founders Holdings, L.P., a Delaware limited partnership (the "Sponsor"), in the capacity as the representative of the shareholders of the Company (other than the Shapeways security holders) from and after the closing (the "Closing") of the transactions contemplated by the Merger Agreement (collectively, the "Transaction") (in such capacity, the "Purchaser Representative"), and Fortis Advisors LLC, in the capacity as the representative of the Shapeways security holders from and after the Closing of the Transaction (in such capacity, the "Seller Representative").

Pursuant to the Merger Agreement, subject to the terms and conditions set forth therein, (i) prior to the Closing, the Company will continue out of the Cayman Islands and into the State of Delaware to re-domicile and become a Delaware corporation (the "Domestication") and (ii) at the Closing of the Transaction, and following the Domestication and the PIPE Investment (defined below), Merger Sub will merge with and into Shapeways (the "Merger"), with Shapeways continuing as the surviving entity and wholly-owned subsidiary of the Company, and with each Shapeways stockholder receiving shares of Company common stock at the Closing (as further described below). Simultaneously with entering into the Merger Agreement, the Company entered into Subscription Agreements (as defined below) with investors ("PIPE Investors") to purchase a total of 7.5 million shares of Company common stock in a private equity investment in the Company at $10.00 per share with aggregate gross proceeds to the Company of $75,000,000. The PIPE Investors include certain existing Shapeways stockholders and a strategic investor.

The Merger Agreement contains customary conditions to Closing, including the following mutual conditions of the parties (unless waived): (i) approval of the shareholders of the Company and Shapeways; (ii) approvals of any required governmental authorities and completion of any antitrust expiration periods; (iii) no law or order preventing the Transaction; (iv) the Registration Statement having been declared effective by the SEC; (v) the satisfaction of the $5,000,001 minimum net tangible asset test by the Company; (vi) approval of the Company's common stock for listing on NYSE; (vii) consummation of the Domestication; and (viii) reconstitution of the post-Closing board of directors as contemplated under the Merger Agreement.

Contractual Obligations

We do not have any long-term debt, capital lease obligations, operating lease obligations or long-term liabilities.

We have an agreement to pay an affiliate of our Chief Financial Officer a monthly fee of $3,000 for office space, utilities and secretarial and administrative support to the Company. We began incurring these fees on October 17, 2019 and will continue to incur these fees monthly until the earlier of the completion of the Business Combination and the Company's liquidation.

We engaged EarlyBirdCapital as an advisor in connection with a Business Combination to assist us in locating target businesses, holding meetings with our shareholders to discuss a potential Business Combination and the target business' attributes, introduce us to potential investors that are interested in purchasing securities, assist us in obtaining shareholder approval for the Business Combination and assist us with our press releases and public filings in connection with a Business Combination. We will pay EarlyBirdCapital a cash fee equal to 3.5% of the gross proceeds of the Initial Public Offering, or $4,830,000, for such services only upon the consummation of a Business Combination. Of such amount, up to approximately 25% may be paid (subject to our discretion) to third parties who are investment banks or financial advisory firms not participating in Initial Public Offering that assist us in consummating its Business Combination. The election to make such payments to third parties will be solely at the discretion of our management team, and such third parties will be selected by the management team in their sole and absolute discretion.

Additionally, we will pay EarlyBirdCapital a cash fee equal to 1.0% of the total consideration payable in the proposed Business Combination if it introduces us to the target business with which we complete a Business Combination; provided that the foregoing fee will not be paid prior to the date that is 90 days from the effective date of the Initial Public Offering, unless FINRA determines that such payment would not be deemed underwriters' compensation in connection with the Initial Public Offering pursuant to FINRA Rule 5110(c)(3)(B)(ii).

In connection with the Business Combination, on April 26, 2021, the Company entered into capital markets advisory agreements with Craig Hallum Capital Group LLC ("Craig Hallum") and with Needham & Company, LLC ("Needham"), pursuant to which the Company will pay a capital markets advisory fee of $600,000 (collectively, the "Capital Markets Advisory Fees") to each of Craig Hallum and Needham at, and contingent upon, the Closing. The Capital Markets Advisory Fees will constitute a portion of the EBC Transaction Fee pursuant to the Business Combination Marketing Agreement. Additionally, pursuant to the terms of the capital markets advisory agreement with Needham, at the Closing, the Company will reimburse Needham for reasonable out-of-pocket costs and expenses not to exceed $10,000 (including fees and disbursements to legal counsel).

Pursuant to a letter agreement dated February 23, 2021, as amended as of April 27, 2021, the Company will pay Stifel Nicolaus & Company, Incorporated ("Stifel"), upon consummation of the PIPE Investment, a placement fee equal to 4.0% of the gross proceeds to the Company from the PIPE Investment, excluding proceeds from PIPE Investors that were stockholders of Shapeways as of the date they entered into subscription agreements for the PIPE Investment and excluding proceeds from Stifel or any of its affiliates. In addition, the Company will reimburse Stifel for reasonable out-of-pocket expenses, not to exceed $25,000 in the aggregate, regardless of whether the PIPE Investment is consummated.

Critical Accounting Policies

The preparation of condensed financial statements and related disclosures in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and income and expenses during the periods reported. Actual results could materially differ from those estimates. We have identified the following critical accounting policies:

Warrant Liability

We account for the private warrants issued in connection with our Initial Public Offering in accordance with the guidance contained in ASC 815-40-15-7D under which the warrants do not meet the criteria for equity treatment and must be recorded as liabilities. Accordingly, we classify the private warrants as liabilities at their fair value and adjust the private warrants to fair value at each reporting period. This liability is subject to re-measurement at each balance sheet date until exercised, and any change in fair value is recognized in our statement of operations. The fair value of the private warrants was estimated using a Binomial Lattice Model.

Ordinary Shares Subject to Possible Redemption

We account for our ordinary shares subject to possible redemption in accordance with the guidance in Accounting Standards Codification ("ASC") Topic 480 "Distinguishing Liabilities from Equity." Ordinary shares subject to mandatory redemption is classified as a liability instrument and is measured at fair value. Conditionally redeemable ordinary shares (including ordinary shares that features redemption rights that is either within the control of the holder or subject to redemption upon the occurrence of uncertain events not solely within our control) is classified as temporary equity. At all other times, ordinary shares are classified as shareholders' equity. Our ordinary shares feature certain redemption rights that are considered to be outside of our control and subject to occurrence of uncertain future events. Accordingly, ordinary shares subject to possible redemption is presented as temporary equity, outside of the shareholders' equity section of our condensed balance sheets.

Net Income (Loss) Per Ordinary Share

We apply the two-class method in calculating earnings per share. Net income per ordinary share, basic and diluted for redeemable ordinary shares is calculated by dividing the interest income earned on the Trust Account, by the weighted average number of redeemable ordinary shares outstanding since original issuance outstanding for the period. Net loss per ordinary share, basic and diluted for non-redeemable ordinary shares is calculated by dividing the net income (loss), less income attributable to redeemable ordinary shares, by the weighted average number of non-redeemable ordinary shares outstanding for the period.

Recent Accounting Standards

Management does not believe that any recently issued, but not yet effective, accounting standards, if currently adopted, would have a material effect on our condensed financial statements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

As of March 31, 2021, we were not subject to any market or interest rate risk. Following the consummation of our Initial Public Offering, the net proceeds received into the Trust Account, have been invested in U.S. government treasury bills, notes or bonds with a maturity of 180 days or less or in certain money market funds that invest solely in US treasuries. Due to the short-term nature of these investments, we believe there will be no associated material exposure to interest rate risk.

ITEM 4. CONTROLS AND PROCEDURES

Disclosure controls and procedures are controls and other procedures that are designed to ensure that information required to be disclosed in our reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed in our reports filed or submitted under the Exchange Act is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, to allow timely decisions regarding required disclosure.

Evaluation of Disclosure Controls and Procedures

Disclosure controls are procedures that are designed with the objective of ensuring that information required to be disclosed in our reports filed under the Exchange Act, such as this Amendment, is recorded, processed, summarized, and reported within the time period specified in the SEC's rules and forms. Disclosure controls are also designed with the objective of ensuring that such information is accumulated and communicated to our management, including the chief executive officer and chief financial officer, as appropriate to allow timely decisions regarding required disclosure. Our management carried out an evaluation, with the participation of our current chief executive officer and chief financial officer (our "Certifying Officers"), of the effectiveness of our disclosure controls and procedures as of March 31, 2021, pursuant to Rules 13a-15 and 15d-15 under the Exchange Act. Based upon that evaluation, our Certifying Officers concluded that, as of March 31, 2021, our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) were not effective.

We do not expect that our disclosure controls and procedures will prevent all errors and all instances of fraud. Disclosure controls and procedures, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the disclosure controls and procedures are met. Further, the design of disclosure controls and procedures must reflect the fact that there are resource constraints, and the benefits must be considered relative to their costs. Because of the inherent limitations in all disclosure controls and procedures, no evaluation of disclosure controls and procedures can provide absolute assurance that we have detected all our control deficiencies and instances of fraud, if any. The design of disclosure controls and procedures also is based partly on certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions.

Changes in Internal Control Over Financial Reporting

During the most recently completed fiscal quarter, there has been no change in our internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS.

None.

ITEM 1A. RISK FACTORS.

A number of factors could cause actual events, performance or results to differ materially from the events, performance and results discussed in the forward-looking statements. For information identifying important factors that could cause actual results to differ materially from those anticipated in the forward-looking statements, please refer to the Risk Factors section of the Company's amended Annual Report on Form 10-K/A for the year ending December 31, 2020 filed with the SEC on May 26, 2021.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS.

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES.

None.

ITEM 4. MINE SAFETY DISCLOSURES.

Not applicable.

ITEM 5. OTHER INFORMATION.

None.

ITEM 6. EXHIBITS.

The following exhibits are filed as part of, or incorporated by reference into, this Quarterly Report on Form 10-Q.

No.	Description of Exhibit

2.1	Agreement and Plan of Merger and Reorganization, dated as of April 28, 2021, by and among Galileo Acquisition Corp., Shapeways, Inc., Galileo Acquisition Holdings Inc., Galileo Founders Holdings, L.P., in the capacity as the Purchaser Representative thereunder, and Fortis Advisors LLC, in the capacity as the Seller Representative thereunder (incorporated herein by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed on April 30, 2021).
10.13	Form of Voting Agreement, dated as of April 28, 2021, by and among Galileo Acquisition Corp., Shapeways, Inc., and the shareholder of Shapeways party thereto (incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on April 30, 2021).
10.14	Form of Lock-Up Agreement, dated as of April 28, 2021, by and between Shapeways, Inc. and the shareholder of Shapeways party thereto (incorporated herein by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on April 30, 2021).
10.15	Non-Competition Agreement, effective as of April 28, 2021, by and among Galileo Acquisition Corp., Shapeways, Inc. and Greg Kress (incorporated herein by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed on April 30, 2021).
10.16	Sponsor Forfeiture Letter, dated as of April 28, 2021, by and between Galileo Acquisition Corp. and Galileo Founders Holdings, L.P. (incorporated herein by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K filed on April 30, 2021).
10.17	Form of Subscription Agreement, dated as of April 28, 2021, by and among Galileo Acquisition Corp., Shapeways, Inc. and the subscriber party thereto (incorporated herein by reference to Exhibit 10.5 to the Company's Current Report on Form 8-K filed on April 30, 2021).
10.18	Letter Agreement dated February 23, 2021 between the Company and Stifel, Nicolaus & Company, Incorporated, as amended as of April 27, 2021.
10.19	Engagement letter entered on April 26, 2021 between the Company and Needham & Company, LLC with respect to the capital markets advisory services in connection with the Business Combination.
10.20	Engagement letter entered on April 26, 2021 between the Company and Craig Hallum Capital Group LLC with respect to the capital markets advisory services in connection with the Business Combination.
10.21	Amendment, dated April 27, 2021, between the Company and Stifel, Nicolaus & Company, Incorporated, to the Letter Agreement dated February 23, 2021
31.1*	Certification of Principal Executive Officer Pursuant to Securities Exchange Act Rules 13a-14(a) and 15(d)-14(a), as adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2*	Certification of Principal Financial Officer Pursuant to Securities Exchange Act Rules 13a-14(a) and 15(d)-14(a), as adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1**	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2**	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS*	XBRL Instance Document
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document
101.SCH*	XBRL Taxonomy Extension Schema Document
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	XBRL Taxonomy Extension Labels Linkbase Document
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document

* Filed herewith.
** Furnished herewith.

SIGNATURES

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

Galileo Acquisition Corp.

Date: May 28, 2021

/s/ Luca Giacometti
Name: Luca Giacometti
Title: Chief Executive Officer and Chairman
(Principal Executive Officer)

Date: May 28, 2021

/s/ Alberto Recchi
Name: Alberto Recchi
Title: Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 10.18

February 23, 2021

PERSONAL AND CONFIDENTIAL

Luca Giacometti
CEO
Galileo Acquisition Corp.
1049 Park Ave, 14A
New York, NY 10028

Dear Luca:

This letter agreement (this "Agreement") is to confirm our understanding of the basis upon which Stifel, Nicolaus & Company, Incorporated ("Stifel") is being engaged to act as exclusive placement agent for Galileo Acquisition Corp. (together with any present and future subsidiaries of Galileo Acquisition Corp., the "Company"), in seeking, arranging, negotiating and generally advising with respect to the placement, in one or a series of transactions, of a Private Investment in a Public Equity (PIPE) transaction exempt from the registration requirements of the U.S. Securities Act of 1933, as amended (the "Act"), in connection with the Company's proposed Business Combination (as defined below) transaction (the "Target Transaction") with Shapeways, Inc., a Delaware corporation (the "Target") (such PIPE transaction conducted in connection with the Target Transaction, the "Financing"). A Financing shall also include, without limitation, any PIPE transaction in connection with the Target Transaction that is arranged by Stifel through the Target in connection with the Transaction or through or any new entity that is established to effectuate the Target Transaction.

I. Services of Stifel

Stifel will endeavor to obtain one or more commitments for the Financing (individually a "Commitment" and collectively the "Commitments") from, and assist the Company with consummating the Financing with, one or more investors that are "qualified institutional buyers" (within the meaning of Rule 144A under the Act) or an "accredited investor" (within the meaning of Rule 501(a) of Regulation D under the Act) (collectively, the "Investors"). During the term of the Agreement, Stifel shall perform or cause one or more of its affiliates to perform, and the Company hereby grants Stifel and its affiliates the exclusive right and authority to perform, the following services:

A. Assist the Company in the preparation of materials (collectively, the "Documents") that include select business and financial information about the Company and the Target, the proposed use of proceeds from the Financing and the Target Transaction, a description of the proposed Financing with proposed terms and conditions, and other relevant information as Investors may request.

B. Contact and seek to elicit interest from one or more Investors to participate in the Financing.

C. Arrange for meetings or calls between potential Investors and representatives of the Company (and if requested by the Company, the Target), and participate in such meetings and assist the Company and the Target in preparing for such meetings.

D. Coordinate inquiries and due diligence requests from and assist in the preparation of additional Documents providing such information and analyses as may be requested by Investors.

E. Advise the Company as to the procedures to obtain favorable Financing, and assist the Company in structuring the Financing and evaluating and negotiating the terms and conditions of any Commitment.

F. Assist the Company in closing the Financing after a Commitment is procured.

II. Representations, Warranties, Terms and Conditions

The Company hereby represents and warrants to, and agrees with, Stifel as follows:

A. This Agreement has been duly authorized and represents the legal, valid, binding and enforceable obligation of the Company and that neither this Agreement nor the consummation of the transactions contemplated hereby requires the approval or consent of any governmental or regulatory agency or violates any law, regulation, contract or order binding on the Company. The Company further represents and warrants that the Company is in all respects qualified and authorized to accept the Commitments being arranged by Stifel. The Customer Due Diligence Requirements for Financial Institutions Rule (the "CDD Rule") promulgated by the Financial Crimes Enforcement Network ("FinCEN") requires Stifel to identify and verify the identity of beneficial owners of its legal entity clients. Unless an exemption to the CDD Rule applies, the Company agrees to cooperate with, and provide to, Stifel all information and documents required by FinCEN in order to comply with the CDD Rule.

B. Stifel's services in obtaining the Financing are fully performed at the time the Company accepts or otherwise enters into a Commitment and the Financing closes.

C. Stifel is hereby granted the sole and exclusive right and authority to locate Financing sources and to obtain Commitments during the term of this Agreement. The Company acknowledges that the Placement Fee may be payable after the termination or expiration of this Agreement in accordance with Section III(B) below. In order that the Company and Stifel can best coordinate efforts to obtain a Commitment satisfactory to the Company, the Company agrees that it will not initiate or engage in any discussions relating to a Financing during the term of this Agreement except through Stifel.

D. The Company will, subject to Section II(L) below, furnish Stifel with all information and material in its possession or control concerning the Company, the Target Transaction and the Financing which Stifel reasonably requests in connection with the performance of its obligations hereunder. The Company represents and warrants that all information (other than with respect to relating to the Target, for which such representation and warranty is made to the knowledge of the Company) made available to Stifel by the Company or contained in the Documents will, at all times during the period of the engagement of Stifel hereunder, be complete and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made. The Company further represents and warrants that any projections provided to Stifel or contained in the Documents will to the knowledge of the Company have been prepared in good faith and will be based upon assumptions which, in light of the circumstances under which they are made, are reasonable. The Company acknowledges and agrees that in rendering its services hereunder, Stifel will be using and relying upon, without any independent investigation or verification thereof, all information that is or will be furnished to Stifel by or on behalf of the Company and on publicly available information, and Stifel will not in any respect be responsible for the accuracy or completeness of any of the foregoing kinds of information, and that Stifel will not undertake to make an independent appraisal of any of the assets of the Company. The Company understands that in rendering services hereunder Stifel does not provide accounting, legal or tax advice and will rely upon the advice of counsel to the Company and other advisors to the Company as to accounting, legal, tax and other matters relating to the Financing or any other transaction contemplated by this Agreement.

E. In connection with engagements of the nature covered by this Agreement, it is Stifel's practice to provide for indemnification, contribution, and limitation of liability. By signing this Agreement, the Company agrees to the provisions attached to this Agreement (Attachment A), which provisions are expressly incorporated by reference herein, but which in all cases are subject to the provisions of Section IV(H) hereof.

F. The Company shall make or cause to be made state "blue sky" applications in such states and jurisdictions, if any, as shall be required by law in connection with the Financing. It shall be the Company's obligation to bear all blue sky counsel fees and expenses.

G. It is understood that the offer and sale of the securities sold in the Financing (the "Securities") will be exempt from the registration requirements of the Securities Act of 1933, as amended (the "Act"). The Company will not, directly or indirectly, make any offer or sale of Securities or of securities of the same or a similar class as the Securities if as a result the offer and sale of Securities contemplated hereby would fail to be entitled to an exemption from the registration requirements of the Act. As used herein, the terms "offer" and "sale" have the meanings specified in Section 2(3) of the Act.

H. The Company hereby represents and warrants to Stifel that: (i) as of the date hereof, the Company is not disqualified from relying on Rule 506 of Regulation D under the Act ("Rule 506") for any of the reasons stated in Rule 506(d) in connection with the issuance and sale of the Securities in the Financing, and the Company has exercised reasonable care, including without limitation, conducting a factual inquiry that is appropriate in light of the circumstances, into whether any such disqualification under Rule 506(d) exists as of the date hereof; (ii) there are no matters that would have triggered disqualification under Rule 506(d) but which occurred before September 23, 2013, and the Company has exercised reasonable care, including without limitation, conducting a factual inquiry that is appropriate in light of the circumstances, into whether any such disqualification under Rule 506(d) would have existed before September 23, 2013 and whether any disclosure is required to be made to potential Investors under Rule 506(e); and (iii) any outstanding securities of the Company (of any kind or nature) that were issued in reliance on Rule 506 at any time on or after September 23, 2013 have been issued in compliance with Rule 506(d) and (e), and no party has any reasonable basis for challenging any such reliance on Rule 506 in connection therewith.

I. (a) Stifel hereby represents and warrants to the Company that: (i) as of the date hereof, Stifel is not subject to any of the disqualifying events stated in Rule 506(d)(1) in connection with the issuance and sale of the Securities in the Financing that have not been waived pursuant to Rule 506(d)(2), and Stifel has exercised reasonable care, including without limitation, conducting a factual inquiry that is appropriate in light of the circumstances, into whether any such disqualifying event under Rule 506(d)(1) exists as of the date hereof; and (ii) there are no matters that would have triggered disqualification under Rule 506(d)(1) but which occurred before September 23, 2013, and Stifel has exercised reasonable care, including without limitation, conducting a factual inquiry that is appropriate in light of the circumstances, into whether any such disqualification under Rule 506(d)(1) would have existed before September 23, 2013 and whether any disclosure is required to be made to potential Investors under Rule 506(e).

(b) The Company (i) shall include the description contained on Attachment B (the "Required Waiver Disclosure") in the Transaction Documents or other offering materials provided to Investors in connection with the Financing, and (ii) shall cause such Required Waiver Disclosure to be provided to each Investor a reasonable time prior to the date any Securities are sold to each such Investor, and all otherwise in compliance with Rule 506(d).

J. Each of the Company and Stifel shall confirm, as of the date of execution of definitive documentation with Investors in the Financing (the "Transaction Documents"), the matters set forth in Sections H and I above. In any event, the Company acknowledges that Stifel has a right to rely on, and will rely on, the representations and warranties of the Company and the Investors set forth in the Transaction Documents, and Stifel shall be an addressee of all opinions of counsel, if any, delivered to the Investors.

K. The Company hereby represents and warrants to Stifel that the Company will obtain representations from each Investor that is an employee benefit plan subject to the Employee Retirement Income Security Act ("ERISA") or a "plan" subject to section 4975 of the Internal Revenue Code that Stifel has not acted, and will not be treated, as an "investment advice fiduciary" (as contemplated in 29 C.F.R. 2510.3-21) for purposes of ERISA and section 4975 of the Internal Revenue Code, in connection with any Commitments by, or information provided to, such Investor by reason of 29 C.F.R. 2510.3-21(c)(1) – the exception for "transactions with independent fiduciaries with financial expertise."

L. Stifel acknowledges that, in connection with the services to be provided pursuant to this Agreement, certain confidential, non-public and proprietary information concerning the Company, Target, the Target Transaction, the Financing and any potential Investors in connection therewith ("Confidential Information") has been or may be directly or indirectly disclosed by the Company, Target or their respective Representatives to Stifel or its Representatives. Stifel agrees that, without the Company's prior consent, no Confidential Information will be (x) used by Stifel or its Representatives other than in connection with performing the services under this Agreement or (y) disclosed, in whole or in part, by Stifel or its Representatives to any other person other than: (i) to those Representatives of Stifel who need access to such Confidential Information for purposes of performing the services to be provided hereunder, who are informed of the confidential nature of such information and bound by non-disclosure and non-use obligations consistent with the provisions of this Agreement; (ii) to the Company, its board of directors or executive officers and each of the Company's other Representatives bound by confidentiality obligations; or (iii) as may be required by applicable law, regulation, U.S. Securities & Exchange Commission (the "SEC") or stock exchange requirement or legal process ("Legal Requirement"). The term "Confidential Information" does not include any information: (A) that was already in the possession of Stifel or any of its Representatives on a non-confidential basis prior to the time of disclosure to Stifel or such Representatives; (B) obtained by Stifel or any of its Representatives from a third person which, insofar as is known to Stifel or such Representatives after reasonably inquiry, is not subject to any prohibition against disclosure; (C) which was or is independently developed by Stifel or any of its Representatives without use of or reference to any Confidential Information or violating any confidentiality obligations under this Agreement; or (D) which was or becomes generally available to the public through no fault of or breach of this Agreement by Stifel or its Representatives. If Stifel or its Representative becomes required by Legal Requirement to disclose any Confidential Information, (x) Stifel shall provide prompt notice thereof (to the extent permitted by Legal Requirement) to the Company reasonably in advance of any disclosure, (y) Stifel will (and will cause its Representatives to) reasonably cooperate (at the sole expense of the Company) with any reasonable request of the Company to seek an order or other remedy to prevent or narrow such disclosure, and (z) if after compliance with clauses (x) and (y) above, such disclosure is still required after giving effect to any successful efforts by the Company to prevent or narrow such disclosure, Stifel or its Representative, as applicable, may disclose only that Confidential Information which its counsel advises it is required by Legal Requirement to disclose. Stifel acknowledges that U.S. securities laws and other laws prohibit any person who has material, non-public information concerning a public company from purchasing or selling any of its securities, and from communicating such information to any person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. Stifel acknowledges that the confidentiality provisions of this Section II(L) shall be deemed to be an agreement to keep the Confidential Information in confidence as contemplated by Regulation FD promulgated by the SEC. In addition, Stifel acknowledges and agrees that some of the Confidential Information, including the existence of discussions regarding the Target Transaction or the Financing or the terms or status thereof, may be considered "material non-public information" for purposes of the federal securities laws and that Stifel and its Representatives will abide by all securities laws relating to the handling of and acting upon material non-public information of the Company. The obligations of Stifel set forth in this Section II(L) shall remain in effect during the term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement. Notwithstanding anything in this Section II(L) to the contrary, the Company acknowledges and agrees that Stifel and certain of its affiliates are full-service broker-dealers engaged in securities transactions in the ordinary course of business and that nothing in this Section II(L) will prohibit or restrict any securities transactions by Stifel or its affiliates or their respective Representatives or clients provided such transactions are not based upon the Confidential Information or otherwise in violation of applicable securities laws or Stifel's information barrier policies.

III. Compensation/Payment for Services Performed

In consideration for Stifel's services hereunder, the Company shall compensate Stifel as follows:

A. The Company shall pay or cause Stifel to be paid a contingent cash placement fee (the "Placement Fee") equal to a percentage of the gross proceeds from the proposed Financing (the "Fee Percentage") as follows:

(a) if the Company's sponsor, Galileo Founders Holdings, L.P. (the "Sponsor"), and any other holder of insider shares (as defined in the Prospectus (as defined below)) ("Founder Shares") or private warrants (as defined in the Prospectus) ("Private Warrants") are required by Investors to forfeit or transfer to Investors or their affiliates in the aggregate more than ten percent (10%) of the Founder Shares currently outstanding or any of the Private Warrants, or if the price per share for the Securities is less than $10.00 per share, the Fee Percentage will be three percent (3%);

(b) if the Sponsor and any other holder of Founder Shares are required by Investors to forfeit or transfer to Investors or their affiliates in the aggregate ten percent (10%) or less (but more than zero) of the Founder Shares currently outstanding, but the price per share for the Securities is not less than $10.00 per share, the Fee Percentage will be three and one-half percent (3.5%); or

(c) if the Sponsor and any other holder of Founder Shares or Private Warrants are not required by Investors to forfeit or transfer to Investors or their affiliates any of the Founder Shares currently outstanding or any Private Warrants, and the price per share of the Securities is not less than $10.00 per share, the Fee Percentage will be four and one-quarter percent (4.25%)

The Placement Fee is due and payable to Stifel upon the closing of the Financing (and if there are multiple closings, a proportionate share thereof will be payable at each such closing). If the Placement Fee is not fully paid when due, the Company agrees to pay all reasonable out-of-pocket costs of collection or other enforcement of Stifel's rights hereunder in connection therewith, including but not limited to reasonable out-of-pocket attorneys' fees and expenses, whether collected or enforced by suit or otherwise. The Placement Fee is not negotiable and is not subject to any reduction, set-off, counterclaim or refund for any reason or matter whatsoever.

B. The Placement Fee will be payable after the termination or expiration of this Agreement (except in the case of a termination by Stifel for Convenience or by the Company for Default, in which case, no Placement Fee shall be payable) if the Company accepts or otherwise enters into any Commitment during the term of this Agreement or within the 12 month period commencing upon the expiration or termination of this Agreement, and the Company closes the Financing (for the avoidance of doubt in connection with the Target Transaction) under such Commitment, whether or not such Financing or Commitment was arranged through Stifel (although such closing may occur subsequent to the expiration of this Agreement), the Company expressly agrees that Stifel's services have been fully performed as outlined herein, and the Company shall pay Stifel the Placement Fee in accordance with Section III(A) above.

C. In addition to the Placement Fee described in Section III(A) above and the obligation of the Company to pay certain expenses set forth in Sections II(E) and II(F) above, and whether or not any Financing is consummated, the Company will pay all of Stifel's reasonable out-of-pocket expenses (including, without limitation, expenses related to document and presentation materials, travel, external database and communications services, courier and delivery services, and the fees and expenses of its outside legal counsel) incurred in connection with this engagement, subject to the immediately following sentence. Such out-of-pocket expenses shall be payable upon the closing of the Financing or, if earlier, the termination of this Agreement, and the Company shall not have any obligation to pay for any such expenses that exceed $5,000 individually (or together with related expenses) or $25,000 in the aggregate, in each case, without the Company's prior approval (not to be unreasonably withheld, delayed or conditioned).

IV. Miscellaneous

A. The term of this engagement will commence on the date of this Agreement and terminate on the first (1st) anniversary of the date of this Agreement; provided, that either party may terminate this Agreement at any time (i) for convenience by giving the other party at least fifteen (15) days' prior written notice (a termination for "Convenience") or (ii) by providing written notice to the other party in the event that the other party has breached this agreement in any material respect and failed to cure such breach within ten (10) business days after receipt of written notice of such material breach from the terminating party (a termination for "Default"). The provisions of Sections II(E), II(L) and III (subject to the provisions of Section III(B)) and this Section IV shall survive any expiration or termination of this Agreement.

B. Stifel is being retained to serve as placement agent solely to the Company, and it is agreed that the engagement of Stifel is not, and shall not be deemed to be, on behalf of, and is not intended to, and will not, confer rights or benefits upon any shareholder or creditor of the Company or upon any other person or entity. No one other than the Company is authorized to rely upon this engagement of Stifel or any statements, conduct or advice of Stifel, and no one other than the Company is intended to be a beneficiary of this engagement. All opinions, advice or other assistance (whether written or oral) given by Stifel in connection with this engagement are intended solely for the benefit and use of the Company and will be treated by the Company as confidential, and no opinion, advice or other assistance of Stifel shall be used for any other purpose or reproduced, disseminated, quoted or referred to at any time, in any manner or for any purpose, nor shall any public or other references to Stifel (or to such opinions, advice or other assistance) be made without the express prior written consent of Stifel (not to be unreasonably withheld, delayed or conditioned), except to the extent required by Legal Requirement. The Company covenants and agrees that it will use its best efforts to include a provision in the Transaction Documents in which the applicable Investor: (a) disclaims any reliance upon Stifel or its officers, directors, employees, attorneys or affiliates with respect to the negotiation, execution or performance of such Transaction Documents or any representation or warranty made in, in connection with, or as an inducement to such Transaction Documents; (b) agrees that all claims, obligations, liabilities, demands or causes of action that may be based upon, arise under or relate to the Transaction Documents or its negotiation, execution or performance may be made only against the Company; (c) waives and releases all liabilities, claims, demands, causes of action and obligations against Stifel or its officers, directors, employees, attorneys or affiliates in connection with the Transaction Documents or the Financing; and (d) agrees that Stifel will be a third party beneficiary of such provision.

C. The Company agrees that, following the closing or consummation of a Financing, Stifel has the right to place an announcement on its website and/or advertisements in financial and other newspapers and journals at its own expense, describing its services to the Company and a general description of the Financing (subject to Section II(L)). In addition, the Company agrees to include in any press release or public announcement announcing a Financing a reference to Stifel's role as exclusive placement agent to the Company with respect to such Financing, provided that the Company will submit a copy of any such press release or public announcement to Stifel for its prior approval, which approval shall not be unreasonably withheld, conditioned or delayed.

D. The Company represents and warrants that there are no brokers, representatives or other persons that have an interest in any compensation due to Stifel from any transaction contemplated herein. The Company acknowledges and agrees that Stifel is a full-service securities firm which may be engaged at various times, either directly or through its affiliates, in various activities including, without limitation, securities trading, investment management, financing and brokerage activities and financial advisory services for companies, governments and individuals. In the ordinary course of these activities, which may conflict with the interests of the Company, Stifel and its affiliates from time-to-time may: (i) effect transactions for its own account or the accounts of its clients and hold long or short positions in debt or equity securities or other financial instruments (or related derivative instruments) of the Company or other parties which may be the subject of this engagement or any transaction contemplated hereby; (ii) have had confidential discussions with, and provided information to, clients, potential clients, financial investors or other parties in the Company's industry (including competitors) regarding various market and strategic matters (including potential strategic alternatives or transactions that may involve the Company); and/or (iii) have performed, or sought to perform, various investment banking, financial advisory or other services for clients who may have conflicting interests with respect to the Company. In particular, the Company acknowledges and agrees that the Target has engaged Stifel as its financial advisor in connection with the Target Transaction, for which Stifel shall be paid customary fees, and the Company hereby waives any potential conflict of interest arising from or relating to such separate engagement of Stifel by the Target.

E. The terms and provisions of this Agreement (including Attachment A hereto) are solely for the benefit of the Company and Stifel and their respective successors and permitted assigns, and no other person shall acquire or have any third party right of action by virtue of this Agreement, except that the Indemnified Persons shall have the right to indemnification and contribution under Attachment A, provided that as a condition to any such indemnification or contribution, they will agree to be bound by the provisions of Section IV(H) of this Agreement that apply to Stifel. Neither Stifel nor the Company shall assign any of its obligations hereunder without the prior written consent of the other party (such consent not to be unreasonably withheld, delayed or conditioned), and any purported assignment without such consent shall be null and void ab initio. The Company and Stifel acknowledge and agree that Stifel is acting as an independent contractor, and is not a fiduciary of, nor will its engagement hereunder give rise to fiduciary duties to, the Company or the Company's shareholders. This Agreement represents the entire understanding between the Company and Stifel with respect to the Financing and Stifel's engagement hereunder, and all prior discussions are merged herein. This Agreement may be executed in two or more counterparts (including fax, pdf or electronic counterparts), all of which together will be considered a single instrument. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO SUCH STATE'S PRINCIPLES OF CONFLICTS OF LAWS, AND MAY BE AMENDED, MODIFIED, WAIVED OR SUPPLEMENTED ONLY BY WRITTEN INSTRUMENT EXECUTED BY EACH OF THE PARTIES HERETO, WHICH IN THE CASE OF STIFEL MUST BE EXECUTED EITHER BY STIFEL'S HEAD OF INVESTMENT BANKING OR CHIEF OPERATING OFFICER-INVESTMENT BANKING.

F. It is understood that Stifel's obligation under this Agreement is to use its commercially reasonable efforts throughout the period for which it acts as the Company's exclusive agent as described herein. Stifel's engagement is not intended to provide the Company or any other person or entity with any assurances that any Financing or other transaction will be consummated, and in no event will Stifel be obligated to purchase Securities for its own account or the accounts of its customers.

G. The parties hereby submit to the jurisdiction of and venue in the federal courts located in New York, New York (or any appellate court thereof) in connection with any dispute related to this Agreement, any transaction contemplated hereby, or any other matter contemplated hereby. If for any reason jurisdiction and/or venue is unavailable in such federal courts, then the parties hereby submit to the jurisdiction of and venue in the state courts located in such city (or any appellate court thereof) in connection with any such dispute or matter. In addition, the parties hereby waive any right to a trial by jury with respect to any such dispute or matter.

H. Stifel understands that as described in the final prospectus of the Company, dated as of October 17, 2019, and filed with the SEC (File No. 333-234049) on October 21, 2019 (the "Prospectus"), the Company has established a trust account (the "Trust Account") containing the proceeds of its initial public offering (the "IPO") and the overallotment securities acquired by its underwriters and from certain private placements occurring simultaneously with the IPO (including interest accrued from time to time thereon) for the benefit of the Company's public shareholders (including overallotment shares acquired by the Company's underwriters, the "Public Shareholders"), and that, except as otherwise described in the Prospectus, the Company may disburse monies from the Trust Account only: (a) to the Public Shareholders in the event they elect to redeem their the Company shares in connection with the consummation of the Company's initial business combination (as such term is used in the Prospectus) (the "Business Combination") or in connection with an extension of the deadline to consummate a Business Combination, (b) to the Public Shareholders if the Company fails to consummate a Business Combination within 21 months after the closing of the IPO (or up to 24 months if a definitive agreement with respect to a proposed Business Combination has been executed within 21 months after the IPO), subject to extension by amendment to the Company's organizational documents, (c) with respect to any interest earned on the amounts held in the Trust Account, as necessary to pay taxes, or (d) to the Company after or concurrently with the consummation of a Business Combination. For and in consideration of the Company entering into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Stifel hereby agrees on behalf of itself and its affiliates that, notwithstanding anything to the contrary in this Agreement, neither Stifel nor any of its affiliates do now or shall at any time hereafter have any right, title, interest or claim of any kind in or to any monies in the Trust Account or distributions therefrom, or make any claim against the Trust Account (or against any distributions therefrom), regardless of whether such claim arises as a result of, in connection with or relating in any way to, this Agreement or any other matter, and regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability (collectively, the "Released Claims"). Stifel on behalf of itself and its affiliates hereby irrevocably waives any Released Claims that Stifel or any of its affiliates may have against the Trust Account (or any distributions therefrom) now or in the future and will not seek recourse against the Trust Account (or any distributions therefrom) for any reason whatsoever. Stifel agrees and acknowledges that such irrevocable waiver is material to this Agreement and specifically relied upon by the Company and its affiliates to induce the Company to enter in this Agreement, and Stifel further intends and understands such waiver to be valid, binding and enforceable against Stifel and each of its affiliates under applicable law. The provisions of this Section IV(H) will survive any expiration or termination of this Agreement and continue indefinitely.

I. In this Agreement, unless the context otherwise requires: (i) any pronoun used shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (ii) "including" (and with correlative meaning "include") shall be deemed in each case to be followed by the words "without limitation"; and (iii) the words "herein", "hereto" and "hereby" and other words of similar import shall be deemed in each case to refer to this Agreement as a whole and not to any particular portion of this Agreement. As used in this Agreement, the term: (x) "person" shall refer to any individual, corporation, partnership, trust, limited liability company or other entity or association, including any governmental or regulatory body, whether acting in an individual, fiduciary or any other capacity; (y) "affiliate" shall mean, with respect to any specified person, any other person or group of persons acting together that, directly or indirectly, through one or more intermediaries controls, is controlled by or is under common control with such specified person (where the term "control" (and any correlative terms) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise); and (z) "Representatives" with respect to any person shall mean such person's affiliates and its and its affiliate's respective directors, managers, officers, employees, consultants, shareholders, advisors, agents and other representatives, and in the case of the Company, the Target; provided, that for purposes of this Agreement, Stifel and the Company shall not be deemed to be Representatives of each other. For the avoidance of doubt, any reference in this Agreement to an affiliate of the Company prior to the Business Combination will include the Sponsor.

If the foregoing correctly sets forth the entire understanding and agreement between Stifel and the Company, please so indicate in the space provided for that purpose below and return an executed copy to us, whereupon this letter shall constitute a binding agreement as of the date first above written.

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: /s/ Bryan Dow
Bryan Dow
Managing Director

AGREED, as of February 23, 2021:

Galileo Acquisition Corp.

By: /s/ Luca Giacometti
Name: Luca Giacometti
Title: CEO

STIFEL, NICOLAUS & COMPANY, INCORPORATED
INDEMNIFICATION, CONTRIBUTION AND
LIMITATION OF LIABILITY PROVISIONS

(a) The Company agrees to indemnify and hold harmless Stifel and its affiliates and their respective officers, directors, employees and agents, and any persons controlling Stifel or any of its affiliates within the meaning of Section 15 of the Securities Act of 1933 or Section 20 of the Securities Exchange Act of 1934 (Stifel and each such other person or entity being referred to herein as an "Indemnified Person"), from and against all claims, liabilities, losses or damages (or actions in respect thereof) or other reasonable expenses which (A) are related to or arise out of (i) actions taken or omitted to be taken (including any untrue statements made or any statements omitted to be made) by the Company or its affiliates; (ii) any transaction contemplated by this Agreement; or (iii) any advice or services rendered or to be rendered by any Indemnified Person pursuant to this Agreement; or (B) are otherwise related to or arise out of Stifel's services provided under this Agreement on behalf of the Company. The Company will not be responsible, however, for any losses, claims, damages, liabilities or expenses pursuant to the preceding sentence to the extent that are judicially determined to have resulted primarily from an Indemnified Person's gross negligence or willful misconduct. In addition, the Company agrees to reimburse each Indemnified Person for all reasonable out-of-pocket expenses (including fees and expenses of counsel) as they are incurred by such Indemnified Person in connection with investigating, preparing, conducting or defending any such action or claim, whether or not in connection with litigation in which any Indemnified Person is a named party, or in connection with enforcing the rights of such Indemnified Person under this Attachment A.

(b) If for any reason the foregoing indemnity is unavailable to an Indemnified Person or insufficient to hold an Indemnified Person harmless, then the Company shall contribute to the amount paid or payable by such Indemnified Person as a result of such claim, liability, loss, damage or expense in such proportion as is appropriate to reflect not only the relative benefits received by the Company on the one hand and Stifel on the other, but also the relative fault of the Company and the Indemnified Persons, as well as any relevant equitable considerations, subject to the limitation that in any event the aggregate contribution of all Indemnified Persons to all losses, claims, liabilities, damages and expenses shall not exceed the amount of fees actually received by Stifel pursuant to this Agreement. It is hereby further agreed that the relative benefits to the Company on the one hand and Stifel on the other with respect to any transaction or proposed transaction contemplated by this Agreement shall be deemed to be in the same proportion as (i) the total value the transaction or proposed transaction bears to (ii) the fees paid to Stifel with respect to such transaction.

(c) No Indemnified Person shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company or any other party in connection with any transaction contemplated by this Agreement or any advice or services rendered by any Indemnified Person pursuant to this Agreement, except for any liability for losses, claims, damages or liabilities to the extent judicially determined to have resulted primarily from an Indemnified Person's gross negligence or willful misconduct. The Company agrees that in no event will any Indemnified Person be liable or obligated in any manner for any damages (including, but not limited to, actual, consequential, exemplary or punitive damages or lost profits) in excess of the fees actually received by Stifel pursuant to this Agreement and the Company agrees not to seek or claim any such damages or profits in any circumstance.

(d) The Company agrees that it will not settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification would reasonably be expected to be sought from the Company by any Indemnified Person (whether any Indemnified Person is an actual or potential party to such claim, action, suit or proceeding) unless such settlement, compromise or consent includes an unconditional release of Indemnified Persons hereunder from all liability arising out of such claim, action, suit or proceeding. In addition, the Company will not permit any such settlement, compromise, consent or termination to include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of any Indemnified Person, without Stifel's prior written consent. No Indemnified Person will settle or compromise any claim for which it seeks indemnification or contribution hereunder without the prior written consent of the Company, not to be unreasonably withheld, delayed or conditioned.

(e) To the extent officers or employees of Stifel appear as witnesses, are deposed, or otherwise are involved in or assist with any action, hearing or proceeding related to or arising from any transaction or proposed transaction contemplated by this Agreement or Stifel's engagement hereunder, or in a situation where such appearance, involvement or assistance results from Stifel's engagement hereunder, the Company will pay Stifel, in addition to the fees set forth above, Stifel's customary per diem charges. In addition, if any Indemnified Person appears as a witness, is deposed or otherwise is involved in any action relating to or arising from any transaction or proposed transaction contemplated by this Agreement or Stifel's engagement hereunder, or in a situation where such appearance, involvement or assistance results from Stifel's engagement hereunder, the Company will reimburse such Indemnified Person for all expenses (including fees and expenses of counsel) incurred by it by reason of it or any of its personnel being involved in any such action.

(f) The Company waives any right to a trial by jury with respect to any claim or action arising out of this Agreement or the actions of Stifel, and consents to personal jurisdiction, service of process and venue in any court in which any claim covered by the provisions of this Attachment A may be brought against an Indemnified Person for purposes of this Attachment A.

(g) The provisions of this Attachment A shall be in addition to any liability the Company may have to any Indemnified Person at common law or otherwise, and shall survive the expiration or termination of this Agreement and the closing or consummation of any transaction or proposed transaction contemplated by this Agreement or the other completion of Stifel's services with respect thereto.

(h) The Company hereby acknowledges and agrees that: (i) all rights, claims, demands or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) of the Company that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), may be made only against (and are those solely of) Stifel; (ii) no party other than Stifel, including without limitation any director, officer, employee, stockholder, affiliate, agent, attorney or representative of, and any financial advisor or lender to, Stifel ("Nonparty Affiliates"), shall have any liability (whether in contract or in tort, in law or in equity, or granted by statute) to the Company for any rights, claims, demands, causes of action, obligations, or liabilities arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or its negotiation, execution, performance, or breach; and (iii) to the maximum extent permitted by law, the Company hereby waives and releases all such rights, liabilities, claims, demands, causes of action, and obligations against any such Nonparty Affiliates.

(i) In the event the Company proposes to engage in any sale, distribution or liquidation of all or a significant part of its assets, or any merger or consolidation and the Company is not to be the surviving or resulting corporation or entity in such merger or consolidation, the Company will give prompt prior notice thereof to Stifel and will make proper provision in a manner reasonably satisfactory to Stifel so that the Company's obligations hereunder are expressly assumed by the other party or parties to such transaction.

(j) If any term, provision, covenant or restriction herein is held by a court of competent jurisdiction to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions and restrictions contained herein will remain in full force and effect and will in no way be affected, impaired or invalidated. The parties will substitute for any invalid, void or unenforceable provision a suitable and equitable provision that carries out, so far as may be valid and enforceable, the intent and purpose of such invalid, void or unenforceable provision.

(k) Notwithstanding anything to the contrary contained herein, the provisions of this Attachment A shall in all cases be subject to Section IV(H) of this Agreement.

ATTACHMENT B – REQUIRED WAIVER DISCLOSURE

The Company shall provide the following Required Waiver Disclosure to each Investor as provided in Section II(I)(b), which is required to be made as a result of the SEC Order referred to below (which may be viewed at https://www.sec.gov/rules/other/2016/33-10263.pdf***, and related Application for Securities Act Waivers (which may be viewed at*** https://www.sec.gov/divisions/corpfin/cf-noaction/2016/stifel-nicolaus-120616-506d.pdf***), each of which are dated December 6, 2016:***

Required Waiver Disclosure

On December 6, 2016, a final judgment (the "Judgment") was entered against Stifel, Nicolaus & Company, Incorporated ("Stifel") by the United States District Court for the Eastern District of Wisconsin (Civil Action No. 2:11-cv-00755) resolving a civil lawsuit filed by the U.S. Securities & Exchange Commission (the "SEC") in 2011 involving violations of several antifraud provisions of the federal securities laws in connection with the sale of synthetic collateralized debt obligations to five Wisconsin school districts in 2006. As a result of the Judgment: (i) Stifel is required to cease and desist from committing or causing any violations and any future violations of Section 17(a)(2) and 17(a)(3) of the Securities Act; and (ii) Stifel and a former employee were jointly liable to pay disgorgement and prejudgment interest of $2.5 million. Stifel was also required to pay a civil penalty of $22.0 million, of which disgorgement and civil penalty Stifel was required to pay $12.5 million to the school districts involved in this matter.

Simultaneously with the entry of the Judgment, the SEC issued an Order granting Stifel a waiver from, among other things, the application of the disqualification provisions of Rule 506(d)(1)(iv) of Regulation D under the Securities Act.

A copy of the Judgment is available on the SEC's website at: https://www.sec.gov/litigation/litreleases/2016/lr23700-final-judgment.pdf.

Needham & Company, LLC 250 Park Avenue, New York, NY 10177 (212) 371-8300

April 26, 2021

CONFIDENTIAL

Galileo Acquisition Corp.
1049 Park Ave. 14A
New York, NY 10028

Attention: Alberto Recchi (CFO)

Mr. Recchi:

This letter agreement (the "Agreement") confirms the understanding and agreement between Needham & Company, LLC ("Needham & Company") and Galileo Acquisition Corp. (the "Company") as follows:

1. The Company hereby engages Needham & Company as a capital markets advisor to the Company in connection with a possible business combination transaction (the "Transaction") involving the Company and Shapeways, Inc. (the "Other Party").

2. In its capacity as capital markets advisor, Needham & Company will perform the following financial advisory and investment banking services as may be agreed by it and the Company from time to time in connection with the Transaction.

(a) Assisting the Company in identifying and evaluating prospective qualified investors;

(b) Approaching prospective qualified investors regarding an investment in the Company;

(c) Assist in the preparation of marketing materials to be used in an investor roadshow concerning the Company; and

(d) Performing certain other appropriate and customary financial advisory services and investment banking services in connection with the Transaction as may from time to time be agreed upon by Needham & Company and the Company.

The Company will have sole discretion whether or not to negotiate, continue to negotiate, contract for or consummate any Transaction with any party.

3. The Company agrees to pay the following fees to Needham & Company for its services rendered under this Agreement:

(a) If prior to or during the term of this Agreement a definitive agreement with respect to a Transaction is entered into by the Company and the Other Party, the Company shall pay to Needham & Company a fee of $600,000.00 payable in cash upon the closing of the Transaction (the "Closing"), if such Closing occurs.

4. In addition to any fees that may be payable to Needham & Company under this Agreement, the Company agrees to reimburse Needham & Company for reasonable out-of-pocket expenses incurred in connection with this engagement (including fees and disbursements of its legal counsel), not to exceed a total aggregate amount of $10,000, and provided, further that, Needham & Company shall use commercially reasonable efforts to notify the Company in advance of any individual expense (or series of related expenses) in excess of $5,000 and the Company's consent, not to be unreasonably withheld, shall be required for any such expenses or they shall not be reimbursable hereunder. The foregoing costs, expenses and charges, duly invoiced to the Company at least three (3) business days in advance of the Closing will be paid by the Company to Needham & Company from proceeds from the Closing.

5. The Company will furnish or cause to be furnished to Needham & Company (and, if negotiations proceed with the Other Party, will request that the Other Party furnish Needham & Company) such information (including any projections or forecasts and assumptions relating thereto) as Needham & Company believes to be appropriate to its assignment (the "Information"). The Company recognizes and confirms that Needham & Company (a) will use and rely primarily on the Information and on information available from generally recognized public sources in performing the services contemplated by this Agreement without having independently verified or investigated the same, (b) does not assume responsibility for the accuracy or completeness of the Information and such other information and (c) will not make an appraisal or independent evaluation of the Company or the Other Party or their respective businesses, assets or liabilities and will not advise or opine on any related solvency issues. The Company will use commercially reasonable efforts to ensure that Information to be furnished by the Company that pertains to the Company when delivered is materially correct and, in the event that it comes to the Company's attention that any such Information is materially inaccurate, the Company will use commercially reasonable efforts, to the extent necessary and practicable, to inform Needham & Company; provided that the Company will not be responsible for any inaccuracy or misstatement contained in Information provided by the Other Party and is under no duty or obligation to update any Information delivered to Needham & Company hereunder.

6. All Information, whether oral or written, will be kept confidential by Needham & Company except for such Information (a) that is already or becomes public through no breach or violation of this Agreement, (b) that the Company (and the Other Party, as applicable) agree in writing may be disclosed, (c) that Needham & Company is required to disclose by applicable law, regulation or legal process, or (d) that becomes available to Needham & Company on a non-confidential basis from a third party who is not bound by a confidentiality obligation. Needham & Company may disclose Information: (i) to its directors, officers, employees, agents, advisors and representatives who reasonably need the Information in connection with Needham & Company's engagement hereunder, for the purposes set forth herein, who shall be informed of the confidential nature of the Information and the obligation to keep the Information confidential in accordance with the terms of this Agreement or (ii) if, on the advice of counsel, Needham & Company is compelled to disclose such Information by law or by order of a governmental authority or court of competent jurisdiction, provided that, to the extent legally permitted, Needham & Company provides the Company with prior written notice of such disclosure obligation and uses commercially reasonable efforts to cooperate with the Company in any efforts reasonably requested by the Company to limit the Information that must be so disclosed. The foregoing notwithstanding, nothing set forth herein shall be deemed to prohibit Needham & Company and its affiliates from engaging in the ordinary course of business in all activities engaged in by full-service investment banking and brokerage firms, including without limitation brokerage, money management, market making, arbitrage, investment banking, investment advisory and funds management activities on behalf of customers and affiliates of Needham & Company involving securities of the Company (including affiliates and subsidiaries) and the forwarding or furnishing to customers of proxies and proxy soliciting materials and similar information that have been delivered to Needham & Company or its affiliates, provided that at all times that any of the foregoing activities are engaged in by Needham & Company or its affiliates, there shall be in effect policies and procedures to ensure that individuals making investment decisions in connection with such activities or otherwise engaging in such activities do not know or have access to any Information except to the extent such knowledge or access is permitted by clauses (a), (b) or (d) of the first sentence of this paragraph.

7. Needham & Company does not provide accounting, tax or legal advice. Needham & Company shall not be responsible for the underlying business decision of the Company to effect a Transaction or for the advice or services provided by any of the Company's other advisors or contractors. The advice rendered by Needham & Company in connection with its engagement hereunder is for use by the Company in connection with the proposed Transaction with the Other Party for the purposes set forth in this Agreement and such advice may not be disclosed by the Company for any other purpose, in whole or in part, or summarized, excerpted from or referred to without the prior written consent of Needham & Company, except that it may be disclosed as required pursuant to applicable law, regulation, Securities and Exchange Commission ("SEC") or stock exchange requirement (provided, that Needham & Company shall be afforded reasonable opportunity to review and comment upon any such disclosure) or any deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar legal process or as otherwise agreed in writing by Needham & Company (such consent not to be unreasonably delayed, conditioned or withheld). Notwithstanding the foregoing, and except to the extent necessary to comply with any applicable federal or state securities laws, the Company (and its employees, agents or other representatives) is authorized to disclose the U.S. federal and state income tax treatment and tax structure of the Transaction and all materials of any kind that are provided to the Company relating to such U.S. federal and state income tax treatment or tax structure.

8. The Company agrees to indemnify Needham & Company as set forth in Needham & Company's standard indemnity provisions attached hereto as Addendum A.

9. The Company acknowledges and agrees that Needham & Company has been retained to act solely as capital markets advisor to the Company in accordance with the terms of this Agreement. In such capacity, Needham & Company shall act as an independent contractor, and any duties of Needham & Company arising out of its engagement pursuant to this Agreement shall be owed solely to the Company. Nothing in this Agreement shall be deemed to create a fiduciary or agency relationship between Needham & Company and the Company or its securityholders. Neither this engagement, nor the delivery of any advice in connection with this engagement, is intended to confer rights upon any persons not a party hereto (including securityholders, employees or creditors of the Company) as against Needham & Company or its affiliates or their respective directors, officers, agents and employees.

10. Needham & Company's engagement hereunder shall continue until terminated in writing and may be terminated by either the Company or Needham & Company at any time after December 31, 2021, or earlier, in the event of a material breach of this Agreement by the other party hereto that remains uncured after notice and a reasonable opportunity to cure, upon written notice to that effect to the other party, it being understood that the provisions of paragraphs 3, 4, 6, 7, 8, 9, 12 and 13 of this Agreement shall survive any such termination.

11. The Company acknowledges that, upon consummation of a Transaction, Needham & Company may, upon the prior written consent of the Company, at Needham & Company's expense, place an announcement in such newspapers and periodicals as it may choose, stating that Needham & Company has acted as a capital markets advisor to the Company in connection with the Transaction.

12. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

13. This Agreement, including Addendum A hereto, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings relating to the subject matter hereof. This Agreement may not be amended or modified except in writing signed by each of the parties and shall be governed by and construed and enforced in accordance with the laws of the State of New York without giving effect to principles of conflicts of law. The Company and Needham & Company hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of New York and of the United States District Courts located in the City of New York for any lawsuits, claims or other proceedings arising out of or relating to this Agreement and agree not to commence any such lawsuit, claim or other proceeding except in such courts. The Company and Needham & Company hereby irrevocably and unconditionally waive any objection to the laying of venue of any lawsuit, claim, or other proceeding arising out of or relating to this Agreement in the courts of the State of New York or the United States

District Courts located in the City of New York, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such lawsuit, claim or other proceeding brought in any such court has been brought in an inconvenient forum. Any right to trial by jury with respect to any lawsuit, claim or other proceeding arising out of or relating to this Agreement or the services to be rendered by Needham & Company hereunder is expressly and irrevocably waived.

Please confirm that the foregoing is in accordance with our understanding by signing and returning to us the enclosed duplicate of this letter.

Sincerely yours,

Needham & Company, LLC

By: */s/* William Cass

Name: William Cass

Title: Managing Director

Agreed to and Accepted
as of the date set forth above:

Galileo Acquisition Corp.

By: */s/* Alberto Recchi

Name: Alberto Recchi

Title: CFO

Addendum A

This Addendum A is attached to and incorporated by reference into the foregoing letter agreement (the "Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.

The Company agrees to indemnify and hold harmless Needham & Company and its affiliates, the respective directors, officers, employees and agents of Needham & Company and its affiliates, and each other person, if any, controlling Needham & Company or any of its affiliates within the meaning of the federal securities laws (Needham & Company and each such other person or entity are hereinafter referred to as an "Indemnified Person") from and against any and all losses, claims, damages, expenses (including reasonable fees and disbursements of counsel) and liabilities (or actions or proceedings in respect thereof) (collectively "Losses") caused by, relating to, based upon or arising out of (i) Needham & Company's engagement under the Agreement, any transaction contemplated by such engagement or any Indemnified Person's role in connection therewith (all of the foregoing are collectively hereafter referred to as the "Engagement") or (ii) any untrue statement or alleged untrue statement of a material fact contained in any offering materials, including but not limited to private placement memoranda used to offer securities of the Company in a transaction subject to Needham & Company's engagement under the Agreement, as such materials may be amended or supplemented (and including but not limited to any documents deemed to be incorporated therein by reference), or any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that with respect to clause (i) above, such indemnification obligation shall not apply to any such Loss to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from the gross negligence or willful misconduct of the Indemnified Person seeking indemnification. The Company agrees to reimburse each Indemnified Person for all expenses (including reasonable fees and disbursements of counsel) as they are incurred by such Indemnified Person in connection with investigating, preparing, defending, paying, settling or compromising any claim, action, suit, proceeding or Loss, whether or not in connection with an action in which any Indemnified Person is a named party. The Company also agrees that an Indemnified Person shall not have any liability (whether direct or indirect, in contract or otherwise) to the Company or its affiliates, directors, officers, employees, agents or shareholders, directly or indirectly for or in connection with the Engagement, except for any Losses that are found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from such Indemnified Person's gross negligence or willful misconduct. In no event, regardless of the legal theory advanced, shall any Indemnified Person be liable for any consequential, indirect, incidental or special damages of any nature.

If any action, suit, proceeding, or investigation is commenced, as to which such Indemnified Person proposes to demand such indemnification, such Indemnified Person shall notify the Company with reasonable promptness; provided, however that any failure by such Indemnified Person to notify the Company shall not relieve the Company from its obligations hereunder, except as and to the extent the failure of such timely notice materially prejudices the Company. If the Company so elects or at the request of an Indemnified Person, the Company will assume the defense of such action, suit, proceeding or investigation, including the employment of counsel reasonably satisfactory to such Indemnified Person and the payment of all reasonable fees and expenses of such counsel. In the event, however, that such Indemnified Person reasonably determines in its judgment that representation by common counsel would be inappropriate due to actual or potential differing interests or if the Company fails to assume the defense of the action, suit, proceeding or investigation in a timely manner, then such Indemnified Person may employ separate counsel to represent or defend it in any such action, suit, proceeding or investigation and the Company will pay the reasonable fees and disbursements of such counsel; provided, however, that the Company will not be required to pay the fees and disbursements of more than one separate counsel for all Indemnified Persons in any jurisdiction in any single action or proceeding. In any action or proceeding the defense of which the Company assumes, an Indemnified Person will have the right to participate in such litigation and to retain its own counsel at such Indemnified Person's

own expense. The Company shall not be liable for any settlement of any action or proceeding effected without its written consent, but if settled with such consent the Company agrees to indemnify the Indemnified Persons from and against any Loss by reason of such settlement. The Company shall not settle any claim, action, suit or proceeding related to the Engagement or the Agreement unless the settlement also includes an unconditional release of all Indemnified Persons from all liabilities arising out of such claim, action, suit or proceeding.

If the indemnification sought by an Indemnified Person hereunder is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to be unenforceable, even though the express provisions hereof provide for indemnification in such case, then the Company shall contribute to the Losses for which such indemnification is held to be unavailable in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and Needham & Company, on the other hand, in connection with the Engagement reflected in the Agreement, or if such allocation is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits but the relative fault of the Company on the one hand and Needham & Company on the other hand, in connection with the statements, acts or omissions that resulted in such Losses, as well as any other relevant equitable considerations. The respective relative benefits received by the Company and Needham & Company in connection with any transaction shall be deemed to be in the same proportion as the aggregate fee paid or payable to Needham & Company in connection with the transaction bears to the total value of the transaction. The relative fault of the Company and Needham & Company shall be determined by reference to, among other things, whether the statements, actions or omissions to act were by the Company or Needham & Company and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action or omission to act. Notwithstanding the foregoing, in no event shall the aggregate contribution of all Indemnified Persons for all Losses in connection with any transaction exceed the amount of fees actually received by Needham & Company pursuant to the Agreement.

If multiple claims are brought against an Indemnified Person in an arbitration, with respect to at least one of which indemnification is permitted under applicable law and provided for under the Agreement, the Company agrees that any arbitration award shall be conclusively deemed to be based on claims as to which indemnification is permitted and provided for, except to the extent the arbitration award expressly states that the award, or any portion thereof, is based solely on a claim as to which indemnification is not available.

The obligations of the Company referred to above shall be in addition to any liability that the Company may otherwise have and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of any Indemnified Person and the Company. Neither expiration or termination of the Agreement nor completion of the Engagement shall affect these indemnification provisions, which shall then continue in full force and effect.

Exhibit 10.20

CAPITAL MARKETS ADVISORY AGREEMENT

April 26, 2021

Alberto Recchi
Galileo Acquisition Corp.
1049 Park Ave. 14A
New York, NY 10028

Dear Mr. Recchi:

The purpose of this letter (the "*Agreement*") is to confirm the engagement of Craig-Hallum Capital Group LLC ("*Advisor*") by Galileo Acquisition Corp. (the "*Company*") to render capital markets advisory services to the Company in relation to, or in connection with, a proposed business combination (the "*Transaction*") between the Company and Shapeways, Inc. (the "*Target"*).

1. Engagement of Advisor. The Company hereby engages Advisor and Advisor hereby agrees to render to the Company the services described below on a non-exclusive basis.

2. Services. During the term of this Agreement, Advisor shall provide capital markets advisory services including introductions to potential investors on either non-deal roadshows (likely video conference calls), group conference calls, or at Craig-Hallum investor conferences, and such other matters as the parties may mutually agree to with respect to the Company's financial interests and needs. Such advice and consultation are hereinafter referred to as "Financial Services." The Financial Services shall be provided to the Company in such form, manner and place as the parties mutually agree. Advisor shall not by this Agreement be prevented or barred from rendering services of the same or similar nature, as herein described, or services of any nature whatsoever for, or on behalf of, persons, firms, or corporations other than the Company. The Company acknowledges that Advisor and its affiliates may have and continue to have investment banking, advisory and other relationships with parties other than the Company pursuant to which Advisor may acquire information of interest to the Company. Advisor shall have no obligation to disclose such information to the Company, or to use such information in connection with the Financial Services.

3. Term. The term of this Agreement shall be a period commencing on the date of this Agreement and shall run until the termination of negotiations between the Company and the Target, or the closing of the Transaction (the "*Term*").

4. Advisory Fee. At closing of the Transaction, the Company will pay Advisor a one-time cash fee of $600,000 for Financial Services rendered (the "*Financial Advisory Fee*"). The Financial Advisory Fee shall be wired to the Advisor out of the flow-of-funds at closing of the Transaction, with wire instructions provided to the Company at least three (3) business days prior to closing.

5. Disclaimer of Responsibility for Acts of the Company. The obligations of Advisor described in this Agreement consist solely of providing Financial Services to the Company. In no event shall Advisor be required by this Agreement to otherwise to represent or make decisions for the Company. The Company hereby acknowledges that Advisor is not a fiduciary of the Company. All final decisions with respect to acts of the Company or its affiliates, whether or not made pursuant to or in reliance upon information or advice furnished by Advisor hereunder, shall be those of the Company or such affiliates, and Advisor shall under no circumstances be liable for any expense incurred or loss suffered by the Company as a consequence of such decisions.

6. Confidentiality. Solely for use in connection with Advisor's activities on behalf of the Company pursuant to this Agreement, the Company or its representatives will furnish Advisor with all financial and other information regarding the Company that Advisor reasonably believes appropriate in connection with providing the Financial Services (all such information so furnished by the Company or its representatives, whether furnished before or after the date of this Agreement, being referred to herein as the "*Information*"). Advisor shall at all times maintain the confidentiality of the Information and, unless and until such information shall have been made publicly available by the Company or by others (excluding Advisor or its representatives) without breach of a confidentiality agreement or other duty to keep such Information confidential, shall disclose the Information only as authorized by the Company in writing or as required by law or by order of a governmental authority or court of competent jurisdiction. In the event that Advisor is legally required to make disclosure of any of the Information, Advisor will give prompt notice to the Company prior to such disclosure, to the extent that Advisor can practically do so without violating any applicable law.

7. Amendment. No amendment to this Agreement shall be valid unless such amendment is in writing and is signed by authorized representatives of all the parties to this Agreement.

8. Waiver. Any of the terms and conditions of this Agreement may be waived at any time and from time to time in writing by the party entitled to the benefit thereof, but a waiver in one instance shall not be deemed to constitute a waiver in any other instance. A failure to enforce any provision of this Agreement shall not operate as a waiver of this provision or of any other provision hereof.

9. Severability. In the event that any provision of this Agreement shall be held to be invalid, illegal, or unenforceable in any circumstances, the remaining provisions shall nevertheless remain in full force and effect and shall be construed as if the unenforceable portion or portions were deleted.

10. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Any attempt by either party to assign any rights, duties, or obligations which may arise under this Agreement without the prior written consent of the other party shall be void.

11. Governing Law and Arbitration. The validity, interpretation and construction of this Agreement and each part thereof will be governed by the laws of the State of New York, without giving effect to its conflict of law principles or rules. EACH OF THE PARTIES AGREES THAT ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT BROUGHT BY THE OTHER PARTY OR ITS SUCCESSORS OR ASSIGNS SHALL BE BROUGHT AND DETERMINED IN ANY NEW YORK STATE OR FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK (OR, IF SUCH COURT LACKS SUBJECT MATTER JURISDICTION, IN ANY APPROPRIATE NEW YORK STATE OR FEDERAL COURT), AND EACH PARTY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE IN ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW YORK, NEW YORK

COUNTY AND IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND TO SERVICE OF PROCESS UNDER THE STATUTES OF SUCH STATE; AND IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTIONS TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION IN THOSE JURISDICTIONS. ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING ARISING IN CONNECTION WITH OR AS A RESULT OF EITHER THE ENGAGEMENT UNDER THIS AGREEMENT OR ANY MATTER REFERRED TO HEREIN IS HEREBY WAIVED BY THE PARTIES.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which may be deemed an original and all of which together will constitute one and the same instrument.

13. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the Financial Services, and neither party is relying on any agreement, representation, warranty, or other understanding not expressly stated herein with respect to the Financial Services.

Indemnification and Contribution

As a material part of the consideration for the agreement of Advisor to furnish its services under the Agreement, the Company agrees to indemnify and hold harmless Advisor and its affiliates, and their respective directors, officers, shareholders, employees, agents, and controlling persons within the meaning of either Section 15 of the Securities Act of 1933, as amended (15 USC §770), or Section 20 of the Securities Exchange Act of 1934, as amended (15 USC §78t) (collectively, the "Indemnified Parties"), to the fullest extent lawful, from and against any and all losses, claims, damages, or liabilities (or actions in respect thereof), joint or several, arising out of or related to the Agreement, any actions taken or omitted to be taken by an Indemnified Party in connection with the Agreement. In addition, the Company agrees to reimburse the Indemnified Parties for any legal or other expenses reasonably incurred by them in respect thereof at the time such expenses are incurred. Notwithstanding the foregoing, the Company shall not be liable under the foregoing indemnity and reimbursement agreement for any loss, claim, damage, or liability that is finally judicially determined to have resulted primarily from the fraud, willful misconduct or gross negligence of any Indemnified Party.

If for any reason the foregoing indemnification is unavailable to any Indemnified Party or is insufficient to hold it harmless (other than pursuant to the exceptions listed above), the Company shall contribute to the amount paid or payable by the Indemnified Party in such proportion as is appropriate to reflect the relative benefits received (or anticipated to be received) by the Company, on the one hand, and Advisor, on the other hand, in connection with the services rendered by Advisor. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or otherwise, then the Company shall contribute to such amount paid or payable by any Indemnified Party in such proportion as is appropriate to reflect not only such relative benefits, but also the relative fault of the Company, on the one hand, and Advisor, on the other hand, in connection therewith, as well as any other relevant equitable considerations. Notwithstanding the foregoing, the aggregate contribution of all Indemnified Parties to any such losses, claims, damages, liabilities, and expenses shall not exceed the amount of compensation actually received by Advisor under the Agreement.

The Company shall not affect any settlement or release from liability in connection with any matter for which an Indemnified Party would be entitled to indemnification from the Company, unless such settlement or release contains a release of the Indemnified Parties reasonably satisfactory in form and substance to Advisor (with such approval not to be unreasonably withheld or delayed) and does not include any admission of fault on the part of any Indemnified Person. The Company shall not be required to indemnify any Indemnified Party for any amount paid or payable by such party in the settlement or compromise of any claim or action without the Company's prior written consent.

[Signature Page Follows]

CRAIG-HALLUM CAPITAL GROUP LLC

By: */s/* Rick Hartfiel
Name: Rick Hartfiel
Title: Co-President, Head of Investment Banking

ACCEPTED & AGREED TO:

GALILEO ACQUISITION CORP.

By: */s/* Alberto Recchi
Name: Alberto Recchi
Title: Chief Financial Officer

Exhibit 10.21

STIFEL

PERSONAL AND CONFIDENTIAL

April 27, 2021

Luca Giacometti
Chairman & CEO
Galileo Acquisition Corp.
1049 Park Ave, 14A
New York, NY 10028

Dear Luca:

Reference is hereby made to the letter agreement between Stifel, Nicolaus & Company, Incorporated ("Stifel") and Galileo Acquisition Corp. (together with any present and future subsidiaries and affiliates of Galileo Acquisition Corp., the "Company"), dated February 23, 2021 (the "Engagement Letter"). Capitalized terms used herein but not otherwise defined shall have the respective meanings given them in the Engagement Letter. Each of Stifel and the Company desires to amend, and does hereby amend, the Engagement Letter as follows (the "Amendment"):

1. The first four paragraphs of Section III(A) of the Engagement Letter (through Section III(A)(c)) are hereby amended and restated in their entirety as follows:

   The Company shall pay or cause Stifel to be paid a contingent cash placement fee (the "Placement Fee") equal to a percentage of the gross proceeds from the proposed Financing (the "Fee Percentage") of four percent (4%), excluding gross proceeds from Investors that, as of the dates of their Commitments, are stockholders of the Target and excluding gross proceeds pursuant to Commitments by Stifel or any of its affiliates.

This letter agreement is subject to the provisions of the Engagement Letter, including, without limitation, Section II(E), Section IV(E) and Attachment A to the Engagement Letter. Except as explicitly set forth in paragraph 1 above, this letter agreement does not supersede, amend, modify or otherwise alter the obligations and provisions of the Engagement Letter and all other provisions of the Engagement Letter remain in full force and effect.

After reviewing this letter agreement, please confirm that it is in accordance with your understanding and effective by signing and returning to us the enclosed copy.

STIFEL

Very truly yours,

STIFEL NICOLAUS & COMPANY, INCORPORATED

By: */s/* Carol DeNatale
Carol DeNatale
Chief Operating Officer-Investment Banking

Accepted and Agreed as of the date set forth above:

GALILEO ACQUISITION CORP.

By: */s/* Luca Giacometti
Luca Giacometti, Chairman & CEO

Exhibit 31.1

CERTIFICATIONS

I, Luca Giacometti, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Galileo Acquisition Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) (Paragraph omitted pursuant to SEC Release Nos. 33-8238/34-47986 and 33-8392/34-49313);

    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 28, 2021

By: /s/ Luca Giacometti
Luca Giacometti
Chief Executive Officer and Chairman
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATIONS

I, Alberto Recchi, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Galileo Acquisition Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) (Paragraph omitted pursuant to SEC Release Nos. 33-8238/34-47986 and 33-8392/34-49313);

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 28, 2021

By: /s/ Alberto Recchi
Alberto Recchi
Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADDED BY
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Galileo Acquisition Corp. (the "Company") on Form 10-Q for the quarterly period ended March 31, 2021, as filed with the Securities and Exchange Commission (the "Report"), I, Luca Giacometti, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as added by §906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. To my knowledge, the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of and for the period covered by the Report.

Date: May 28, 2021

By: /s/ Luca Giacometti
Luca Giacometti
Chief Executive Officer and Chairman
(Principal Executive Officer)

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADDED BY
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Galileo Acquisition Corp. (the "Company") on Form 10-Q for the quarterly period ended March 31, 2021, as filed with the Securities and Exchange Commission (the "Report"), I, Alberto Recchi, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as added by §906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. To my knowledge, the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of and for the period covered by the Report.

Date: May 28, 2021

By: /s/ Alberto Recchi
Alberto Recchi
Chief Financial Officer
(Principal Financial and Accounting Officer)