

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

Amendment No. 2
to
FORM S-1
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

GALILEO ACQUISITION CORP.

(Exact name of registrant as specified in its constitutional documents)

Cayman Islands
(State or other jurisdiction of
incorporation or organization)

6770
(Primary Standard Industrial
Classification Code Number)

[n/a]
(I.R.S. Employer
Identification Number)

1049 Park Ave. 14A
New York, NY 10028
(347) 517-1041

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Luca Giacometti
Chairman and Chief Executive Officer
1049 Park Ave. 14A
New York, NY 10028
(347) 517-1041

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Douglas S. Ellenoff, Esq.
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Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

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 the 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
Non-accelerated filer

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 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of each Class of Security being registered	Amount to be Registered	Proposed maximum offering price per share	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
Units, each consisting of one Ordinary Share, \$.0001 par value and one Redeemable Warrant ⁽²⁾	11,500,000	\$ 10.00	\$ 115,000,000	\$ 14,927
Ordinary Shares included as part of the Units ⁽²⁾	11,500,000	—	—	— ⁽³⁾
Redeemable Warrants included as part of the Units ⁽²⁾	11,500,000	\$ —	\$ —	\$ — ⁽³⁾
Total			\$ 115,000,000	\$ 14,927 ⁽⁴⁾

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o).

(2) Includes (i) Units, (ii) Ordinary Shares underlying such Units and (iii) Redeemable Warrants underlying such Units which may be issued on exercise of a 45-day option granted to the Underwriters to cover over-allotments, if any.

- (3) No fee pursuant to Rule 457(g).
- (4) Previously paid.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

This amendment is being filed solely to file certain exhibits to the Registration Statement.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The estimated expenses payable by us in connection with the offering described in this registration statement (other than the underwriting discount and commissions) will be as follows:

SEC Registration Fee	\$	14,927
FINRA filing fee		17,750
Accounting fees and expenses		40,000
NYSE listing fees		85,000
Printing and engraving expenses		30,000
Legal fees and expenses		250,000
Director and Officer liability insurance premiums		125,000
Miscellaneous		87,323 ⁽¹⁾
Total	\$	<u>650,000</u>

- (1) This amount represents additional expenses that may be incurred by the Company in connection with the offering over and above those specifically listed above, including distribution and mailing costs.

Item 14. Indemnification of Directors and Officers.

Cayman Islands law does not limit the extent to which a company's memorandum and articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Islands courts to be contrary to public policy, such as to provide indemnification against willful default, willful neglect, civil fraud or the consequences of committing a crime. Our memorandum and articles of association will provide for indemnification of our officers and directors to the maximum extent permitted by law, including for any liability incurred in their capacities as such, except through their own actual fraud, willful default or willful neglect.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is theretofore unenforceable.

Item 15. Recent Sales of Unregistered Securities.

During the past three years, we sold the following ordinary shares without registration under the Securities Act:

- In August 2019, the Company issued an aggregate of 2,875,000 ordinary shares to its initial shareholders for an aggregate purchase price of \$25,000, or approximately \$0.009 per share, in connection with the Company's organization pursuant to the exemption from registration contained in Section 4(a)(2) of the Securities Act.
- In August 2019, we also issued an aggregate of 125,000 shares to designees of EarlyBirdCapital, Inc. pursuant to the exemption from registration contained in Section 4(a)(2) of the Securities Act as the shares were issued to accredited investors. The shares issued were issued with a value of \$0.0001 per share.

- Our sponsor and EarlyBirdCapital have committed that they and/or their designees will purchase from us an aggregate of 3,350,000 private warrants at \$1.00 per private warrant (for a total purchase price of \$3,350,000). Our sponsor shall purchase an aggregate of 2,850,000 private warrants and EarlyBirdCapital and/or its designees shall purchase an aggregate of 500,000 private warrants. The private warrants are identical to the warrants sold in this offering except as otherwise described in this prospectus. These purchases will take place on a private placement basis simultaneously with the consummation of this offering. All of the proceeds we receive from these purchases will be placed in the trust account described below. Our sponsor and EarlyBirdCapital have also agreed that if the over-allotment option is exercised by the underwriters, they and/or their designees will purchase from us at a price of \$1.00 per private warrant an additional number of private warrants (up to a maximum of 300,000 private warrants; 255,224 private warrants by our sponsor and 44,776 private warrants by EarlyBirdCapital) *pro rata* with the amount of the over-allotment option exercised so that at least \$10.00 per share sold to the public in this offering is held in trust regardless of whether the over-allotment option is exercised in full or part. The proceeds from the private placement of the private placement warrants will be added to the proceeds of this offering and placed into an account in the United States maintained by Continental Stock Transfer & Trust Company, as trustee. These additional private warrants will be purchased in a private placement that will occur simultaneously with the purchase of units resulting from the exercise of the over-allotment option. These issuances will be made pursuant to the exemption from registration contained in Section 4(a)(2) of the Securities Act.

No underwriting discounts or commissions were paid with respect to such sales.

Item 16. Exhibits and Financial Statement Schedules.

(a) The following exhibits are filed as part of this Registration Statement:

Exhibit No.	Description
<u>1.1</u>	<u>Form of Underwriting Agreement.**</u>
<u>1.2</u>	<u>Form of Business Combination Marketing Agreement among the Registrant and EarlyBirdCapital, Inc.**</u>
<u>3.1</u>	<u>Memorandum and Articles of Association.**</u>
<u>3.2</u>	<u>Form of Amended and Restated Memorandum and Articles of Association.**</u>
<u>4.1</u>	<u>Specimen Unit Certificate.**</u>
<u>4.2</u>	<u>Specimen Ordinary Share Certificate.**</u>
<u>4.3</u>	<u>Specimen Warrant Certificate.**</u>
<u>4.4</u>	<u>Form of Warrant Agreement between Continental Stock Transfer & Trust Company and the Registrant.**</u>
<u>5.1</u>	<u>Opinion of Maples and Calder.**</u>
<u>5.2</u>	<u>Opinion of Ellenoff Grossman & Schole LLP.**</u>
<u>10.1</u>	<u>Form of Letter Agreement among the Registrant, EarlyBirdCapital, Inc. and the Company's officers, directors and shareholders.**</u>
<u>10.2</u>	<u>Form of Investment Management Trust Agreement between Continental Stock Transfer & Trust Company and the Registrant.**</u>
<u>10.3</u>	<u>Form of Stock Escrow Agreement between the Registrant, Continental Stock Transfer & Trust Company and the Initial Shareholders.**</u>
<u>10.4</u>	<u>Form of Registration Rights Agreement between the Registrant and the Initial Shareholders.**</u>
<u>10.5</u>	<u>Securities Subscription Agreement, dated August 16, 2019, by and between the Registrant and Galileo Founders Holdings, L.P.**</u>
<u>10.6.1</u>	<u>Form of Warrant Subscription Agreement between the Registrant and Galileo Founders Holdings, L.P.**</u>
<u>10.6.2</u>	<u>Form of Warrant Subscription Agreement between the Registrant and EarlyBirdCapital, Inc.*</u>
<u>10.7</u>	<u>Promissory Note, dated August 16, 2019.**</u>
<u>10.8</u>	<u>Form of Administrative Services Agreement between the Registrant and Galileo Founders Holdings, L.P.**</u>
<u>10.9</u>	<u>Form of Indemnity Agreement.**</u>
<u>14</u>	<u>Form of Code of Ethics.**</u>
<u>23.1</u>	<u>Consent of Withum Smith+Brown, PC.**</u>
<u>23.2</u>	<u>Consent of Maples and Calder (included in Exhibit 5.1).**</u>
<u>23.3</u>	<u>Consent of Ellenoff Grossman & Schole LLP (included in Exhibit 5.2).**</u>
<u>24</u>	<u>Power of Attorney (included on signature page of this Registration Statement).**</u>
<u>99.1</u>	<u>Form of Audit Committee Charter.**</u>
<u>99.2</u>	<u>Form of Nominating and Governance Committee Charter.*</u>
<u>99.3</u>	<u>Form of Compensation Committee Charter.**</u>
<u>99.4</u>	<u>Consent of Patrick S. Jones.**</u>
<u>99.5</u>	<u>Consent of Alberto Pontonio.**</u>
<u>99.6</u>	<u>Consent of Robert Cohen.**</u>
<u>99.7</u>	<u>Consent of Luca Giacometti.*</u>

* Filed herewith.

**Previously filed.

Item 17. Undertakings.

- (a) The undersigned registrant hereby undertakes:
- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
- i. To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
- ii. To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;
- iii. To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.
- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (4) That for the purpose of determining any liability under the Securities Act of 1933 in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:
- i. Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
- ii. Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
- iii. The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
- iv. Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.
- (5) That for the purpose of determining liability under the Securities Act of 1933 to any purchaser, if the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

- (b) The undersigned hereby undertakes to provide to the underwriter at the closing specified in the underwriting agreements, certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.
- (c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.
- (d) The undersigned registrant hereby undertakes that:
 - (1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.
 - (2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this amended registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York State of New York, on the 15th day of October, 2019.

GALILEO ACQUISITION CORP.

By: /s/ Luca Giacometti
Name: Luca Giacometti
Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Position	Date
/s/ Luca Giacometti Luca Giacometti	Chief Executive Officer (Principal Executive Officer)	October 15, 2019
/s/ Alberto Recchi Alberto Recchi	Chief Financial Officer (Principal Financial and Accounting Officer)	October 15, 2019

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

[], 2019

Ladies and Gentlemen:

Galileo Acquisition Corp. (the “Company”), a blank check company formed for the purpose of acquiring one or more businesses or entities (a “Business Combination”), intends to register its securities under the Securities Act of 1933, as amended (“Securities Act”), in connection with its initial public offering (the “IPO”), pursuant to a registration statement on Form S-1 (“Registration Statement”).

The undersigned, EarlyBirdCapital, Inc. (“EBC”), as the representative of the underwriters in connection with the IPO, hereby commits that it will purchase 500,000 warrants of the Company (“Warrants”), each Warrant entitling its holder to purchase one ordinary share of the Company, par value \$0.0001 per share (“Ordinary Share”) at \$1.00 per Warrant, for a purchase price of \$500,000 (the “Warrant Purchase Price”).

The undersigned hereby agrees that it will purchase its pro-rata share of an additional amount of warrants of the Company (“Over-Allotment Warrants”), up to a maximum of 44,776 Over-Allotment Warrants, or a maximum purchase price of \$44,776 (the “Over-Allotment Warrant Purchase Price,” and together with the Warrant Purchase Price, the “Purchase Price”), in the event EBC exercises its over-allotment option, such that the amount held in the trust account (as described in the Registration Statement) does not fall below \$10.00 per share for each Ordinary Share sold in the IPO.

At least twenty-four (24) hours prior to the effective date of the Registration Statement, the undersigned will cause the Warrant Purchase Price to be delivered to Continental Stock Transfer and Trust Company (“CST”), escrow agent for the Company, by wire transfer as set forth in the instructions to be provided to it by the Company hold in a non-interest bearing account until the Company consummates the IPO.

The consummation of the purchase and issuance of the Warrants shall occur simultaneously with the consummation of the IPO and the consummation of the purchase and issuance of the Over-Allotment Warrants shall occur simultaneously with the closing of any exercise of the over-allotment option related to the IPO. Simultaneously with the consummation of the IPO, CST shall deposit the Warrant Purchase Price, without interest or deduction, into the trust fund (“Trust Fund”) established by the Company for the benefit of the Company’s public shareholders as described in the Registration Statement. If the Company does not complete the IPO within ten (10) days from the date of this letter, the Purchase Price (without interest or deduction) will be returned to the undersigned.

Each of the Company and the undersigned acknowledges and agrees that CST is serving hereunder solely as a convenience to the parties to facilitate the purchase of the Warrants and Over-Allotment Warrants, if any, and CST’s sole obligation under this letter agreement is to act with respect to holding and disbursing the Purchase Price for the Warrants and Over-Allotment Warrants, if any, as described above. CST shall not be liable to the Company, EBC or the undersigned or any other person or entity in respect of any act or failure to act hereunder or otherwise in connection with performing its services hereunder unless CST has acted in a manner constituting gross negligence or willful misconduct. The Company shall indemnify CST against any claim made against it (including reasonable attorney’s fees) by reason of it acting or failing to act in connection with this letter agreement except as a result of its gross negligence or willful misconduct. CST may rely and shall be protected in acting or refraining from acting upon any written notice, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties.

The Warrants and Over-Allotment Warrants will be identical to the warrants to be sold by the Company in the IPO. Additionally, the undersigned agrees:

- the undersigned will not participate in any liquidation distribution with respect to the Warrants, Over-Allotment Warrants and underlying Ordinary Shares (but will participate in liquidation distributions with respect to any units or Ordinary Shares purchased by the undersigned in the IPO or in the open market) if the Company fails to consummate a Business Combination;
- that the Warrants, Over-Allotment Warrants and underlying Ordinary Shares will not be transferable until after the consummation of a Business Combination except (i) to the Company's officers, directors or their respective affiliates; (ii) transfers to the undersigned's affiliates or its members upon its liquidation, (iii) to relatives and trusts for estate planning purposes, (iv) by virtue of the laws of descent and distribution upon death, (v) pursuant to a qualified domestic relations order, (vi) by private sales made in connection with the consummation of a Business Combination at prices no greater than the price at which the Warrants or Over-Allotment Warrants were originally purchased or (vii) to the Company for cancellation in connection with the consummation of a Business Combination, in each case (except for clause vii) where the transferee agrees to the terms of the transfer restrictions;
- the Warrants and Over-Allotment Warrants will be subject to customary registration rights, pursuant to a Registration Rights Agreement on terms agreed upon by the Company and the underwriters in the IPO to be filed as an exhibit to the Registration Statement; and
- the Warrants and Over-Allotment Warrants will include any additional terms or restrictions as is customary in other similarly structured blank check company offerings or as may be reasonably required by the underwriters in the IPO in order to consummate the IPO, each of which will be set forth in the Registration Statement.

The Warrants and Over-Allotment Warrants (and underlying securities) are deemed compensation by FINRA and are therefore subject to a 180-day lock-up pursuant to Rule 5110(g) of the FINRA Manual, commencing on the effective date of the Registration Statement. Pursuant to FINRA Rule 5110(g), these securities will not be sold during the offering, or sold, transferred, assigned, pledged, or hypothecated, or 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 or commencement of sales of the public offering, except to any underwriter and selected dealer participating in the offering and their bona fide officers or partners, provided that all securities so transferred remain subject to the lockup restriction above for the remainder of the time period.

The undersigned acknowledges and agrees that the purchaser of the Warrants and Over-Allotment Warrants will execute agreements in form and substance typical for transactions of this nature necessary to effectuate the foregoing agreements and obligations prior to the consummation of the IPO as are reasonably acceptable to the undersigned, including but not limited to an insider letter.

The undersigned hereby represents and warrants that:

- (a) it has been advised that the Warrants and Over-Allotment Warrants have not been registered under the Securities Act;
 - (b) it will be acquiring the Warrants and Over-Allotment Warrants for its account for investment purposes only;
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- (c) it has no present intention of selling or otherwise disposing of the Warrants and Over-Allotment Warrants in violation of the securities laws of the United States;
- (d) it is an “accredited investor” as defined by Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended;
- (e) it has had both the opportunity to ask questions and receive answers from the officers and directors of the Company and all persons acting on its behalf concerning the terms and conditions of the offer made hereunder;
- (f) it is familiar with the proposed business, management, financial condition and affairs of the Company;
- (g) it has full power, authority and legal capacity to execute and deliver this letter and any documents contemplated herein or needed to consummate the transactions contemplated in this letter; and
- (h) this letter constitutes its legal, valid and binding obligation, and is enforceable against it.

[remainder of page intentionally left blank]

This letter agreement constitutes the entire agreement between the undersigned and the Company with respect to the purchase of the Warrants and Over-Allotment Warrants, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the same.

Very truly yours,

EARLYBIRDCAPITAL, INC.

By: _____
Name:
Title:

Accepted and Agreed:

GALILEO ACQUISITION CORP.

By: _____
Name: Luca Giacometti
Title: Chief Executive Officer

GALILEO ACQUISITION CORP.

NOMINATING AND GOVERNANCE COMMITTEE CHARTER

I. Purpose

The Nominating and Governance Committee (the "Committee") of the Board of Directors of Galileo Acquisition Corp., a Cayman Islands exempted company (the "Company"), shall

- (a) identify individuals qualified to become members of the Board of Directors of the Company (the "Board"), consistent with criteria approved by the Board;
- (b) select and recommend to the Board for approval director nominees, consistent with the Company's director qualifications criteria and any obligations under its contractual arrangements;
- (c) develop and recommend to the Board for approval corporate governance guidelines applicable to the Company; and
- (d) oversee the evaluation of the Board and management.

II. Organization

The Committee shall consist of two or more directors, each of whom shall satisfy the applicable independence requirements of the Company's corporate governance guidelines, the New York Stock Exchange and any other applicable regulatory requirements, subject to the phase-in periods permitted under the rules of the New York Stock Exchange under which the Committee is required to have only one independent member at the time of listing, a majority of independent members within 90 days of listing and all independent members within one year of listing.

Members of the Committee shall be appointed by the Board and may be removed by the Board at any time. The Committee's chairperson shall be designated by the Board or, if not so designated, the members of the Committee shall elect a chairperson by a vote of the majority of the full Committee.

The Committee may form and delegate authority to subcommittees from time to time as it sees fit, provided that the subcommittees are composed entirely of directors who satisfy the applicable independence requirements of the Company's corporate governance guidelines, the New York Stock Exchange and any other applicable regulatory requirements.

III. Meetings

The Committee shall meet at as often as necessary to carry out its responsibilities but no less frequently than two times annually unless the Committee determines that fewer meetings are required in a particular year. Meetings shall be called by the chairperson of the Committee or, if there is no chairperson, by a majority of the members of the Committee. Meetings may be held telephonically or by other electronic means to the extent permitted by the Company's organizational documents and applicable law. Committee actions may be taken by unanimous written consent.

IV. Authority and Responsibilities

To fulfill its responsibilities, the Committee shall:

1. Develop and recommend to the Board for approval (as part of the Company's corporate governance guidelines or otherwise) the criteria for Board membership, including as to director independence and diversity, and periodically review these qualifications with the Board.
2. Identify, screen and review individuals qualified to become members of the Board in a manner consistent with the criteria approved by the Board and recommend to the Board the director nominees for the next annual meeting of shareholders or to fill vacancies on the Board. As part of this process the Committee shall formally review each director's continuation on the Board each time such director is nominated to serve on the Board. In identifying and reviewing the qualifications of candidates for membership on the Board, the Committee shall consider all factors which it deems appropriate, including the requirements of the Company's corporate governance guidelines and any other criteria approved by the Board.
3. Develop and periodically assess the Company's policies and procedures with respect to the consideration of director nominees submitted by shareholders of the Company and review the qualifications of such candidates pursuant to these policies and procedures.
4. At the request of the Board, review and make recommendations to the Board with respect to the size, composition and organization of the Board and committees of the Board.
5. At the request of the Board, review and make recommendations to the Board with respect to Board process, including the calendar, agenda and information requirements for meetings of the Board and its committees, executive sessions of non-management directors and executive sessions of independent directors.
6. Assist the Board in determining whether individual directors have material relationships with the Company that may interfere with their independence, as provided under the requirements of the Company's corporate governance guidelines, the New York Stock Exchange or any other applicable regulatory requirements.

7. Develop and recommend to the Board for approval a Chief Executive Officer (“CEO”) and executive officer succession plan (the “Succession Plan”), develop and recommend to the Board for approval an interim CEO succession plan in the event of an unexpected occurrence and, as the Committee deems appropriate, to review the Succession Plan from time to time with the CEO and any other executive officers and recommend to the Board for approval any changes to, or candidates for succession under, the Succession Plan.
8. Coordinate and oversee the annual evaluation of the Board, its committees, individual directors and management in the governance of the Company.
9. Develop, review and assess the adequacy of the Company’s corporate governance principles and guidelines annually, recommend to the Board any changes the Committee deems appropriate and oversee implementation of such guidelines.
10. Develop and maintain the Company’s orientation programs for new directors and continuing education programs for directors.
11. Review and discuss as appropriate with management the Company’s disclosures relating to director independence, governance and director nomination matters and, based on such review and discussion, determine whether to recommend to the Board that such disclosures be disclosed in the Company’s Annual Report on Form 10-K or annual proxy statement filed with the SEC, as applicable.
12. Review on a regular basis the Company’s overall corporate governance and recommend improvements as and when necessary.
13. Review and assess the adequacy of this Charter annually and recommend to the Board any changes deemed appropriate by the Committee.
14. Report regularly to the Board.
15. Perform any other activities consistent with this Charter, the Company’s Amended and Restated Memorandum and Articles of Association, as the Committee or the Board deems appropriate.

V. Resources

The Committee shall have the authority, at its sole discretion, to retain and terminate search firms to identify director candidates, consultants and any other advisors (the “Advisors”) to assist it in carrying out its duties. The chairperson of the Committee, at the request of any member of the Committee, may request any officer, employee or advisor of the Company to attend a meeting of the Committee or otherwise respond to Committee requests.

The Committee shall have the sole authority to determine the terms of engagement and the extent of funding necessary (and to be provided by the Company) for payment of compensation to any Advisor retained to advise the Committee and ordinary administrative expenses of the Committee that are necessary or appropriate in carrying out its duties.

Consent to be Named as a Director Nominee

In connection with the filing by Galileo Acquisition Corp. of the Registration Statement on Form S-1 with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), I hereby consent, pursuant to Rule 438 of the Securities Act, to being named as a nominee to the board of directors of Galileo Acquisition Corp. in the Registration Statement and any and all amendments and supplements thereto. I also consent to the filing of this consent as an exhibit to such Registration Statement and any amendments thereto.

October 10, 2019

/s/ Luca Giacometti
Luca Giacometti
