Russian Spy Satellites Intercepting European Satellite Communications

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European space security officials are increasingly concerned that two Russian “inspector” satellites have been used to collect communications associated with multiple European satellites, including traffic linked to government and military users. This has evidently been a sustained pattern over several years, with the alleged consequence being intelligence collection and a clearer mapping of how European satellite services could be constrained or disrupted in crisis conditions.

Such activity risks compromising sensitive information transmitted by the satellites but could also allow manipulation of the satellite flight paths or even lead to accidents.

What is reported to have happened

The reporting attributes the assessment to European security and intelligence officials who have been tracking two Russian spacecraft commonly referred to as Luch-1 and Luch-2. Officials reportedly believe these spacecraft were able to intercept communications from at least a dozen European satellites. The reporting also notes close approaches to a wider set of satellites over a multi-year period, which, if accurate, would reflect deliberate station-keeping near targets rather than incidental co-location in geostationary orbit.

A key technical qualifier is that interception risk is not uniform. A close look points to legacy vulnerabilities,

including the fact that some older satellites may still rely on weak or unencrypted command links, creating exposure not only for confidentiality but also for command authentication and operational integrity.

None of this requires assuming a “weapon” in orbit. Persistent proximity operations, combined with modern signals-intelligence payloads, can be sufficient to collect metadata, waveform characteristics, traffic volumes, and in some cases content, depending on encryption and link discipline. Even where encryption holds, the collector learns usage patterns, the contours of the ground segment, and system behavior under stress.

Why proximity operations matter commercially

Geostationary orbit is a commercial operating environment. Many satellites carry mixed traffic of commercial connectivity, leased capacity, and governmental payloads or services. That makes “space security” inseparable from commercial service continuity and contract performance.

Three immediate consequences follow.

First, security standards will move from guidance to gating. Encryption, authenticated command and telemetry, and disciplined key management are no longer features that win competitive bids. They are baseline conditions for eligibility, particularly for government and critical-infrastructure customers.

Second, underwriting and financing will harden around cyber-physical risk. The market already prices launch and debris risk. Persistent proximity and interception concerns introduce a more political category: contested-domain operating risk. That tends to produce tighter warranties, more onerous security representations, and narrower coverage around interference events.

Third, customers will demand assurance, not only service levels. Expect procurement language to expand beyond uptime and throughput into incident response timelines, sovereign control of command chains, ground segment resilience, and demonstrable ability to maintain service under interference conditions.

These pressures are intensified by Europe's parallel policy direction toward sovereign secure connectivity. In January 2026, public statements from the European Commission described the commencement of GOVSATCOM operations, explicitly framed as secure and encrypted governmental satellite communications under European control.

The legal consequences: duties exist, but enforcement is political

The legal framework for outer space has not suddenly become obsolete. It is, however, strained by conduct that sits *below* the threshold of overt attack while still producing strategic harm.

Under the Outer Space Treaty, States must conduct activities with "due regard" to the corresponding interests of other States, and where a State has reason to believe an activity would cause "potentially harmful interference," it should undertake appropriate international consultations. This is not a direct prohibition on collection, and it does not neatly capture intelligence operations. It does, however, create a lawful diplomatic pathway: if proximity operations are credibly framed as creating a risk of harmful interference or unsafe behavior, consultations are the treaty-based mechanism to press the issue.

Separately, Article VI's responsibility principle matters in today's mixed government-commercial architecture: States bear international responsibility for national activities in outer space, including those by non-governmental entities, and must

authorize and continuously supervise such activities. In practical terms, this pushes European regulators toward more explicit security supervision of licensed operators whose systems carry government traffic, and it strengthens the policy case for security conditions in licensing and procurement.

The radio layer adds another legal and regulatory vocabulary. The International Telecommunication Union radio regime is designed to prevent harmful interference and imposes obligations on administrations regarding stations under their responsibility. If interception evolves into jamming, spoofing, or service disruption, that framework provides process and terminology even when remedies remain political.

The limiting factor across these regimes is attribution and proof. Legal consequences scale with confidence. That reality will drive investment in independent tracking, data fusion, and evidentiary discipline, because sustaining a position in a diplomatic, regulatory, or legal forum matters.

Strategic meaning: below-threshold pressure becomes normal

The most consequential implication is not that satellites can be listened to. It is that space is being treated as a continuously contested domain, and that this contest is increasingly conducted through activity that stays below the threshold of overt interference.

For operators, the lesson is straightforward: resilience must be engineered and contractually demonstrated.

For governments, the implication is equally clear: the line between commercial service and national capability is thin, and it will continue to thin. Hybrid payloads, shared capacity, and multi-use constellations bring efficiency, but they also bring shared exposure.

For Europe, this incident reporting will likely accelerate

three tracks already underway: (1) hardening of legacy systems and uplink security practices; (2) procurement and licensing reforms that make security a condition of market access; and (3) sovereign and allied connectivity architectures that reduce single points of failure and impose higher security baselines.

The diplomatic posture should remain measured. The objective is to reduce strategic ambiguity, raise the cost of intrusive behavior through collective standards and coordinated responses, and ensure that Europe’s commercial satellite market remains credible to the customers who depend on it.

In short, the future will not be defined by a single episode of proximity collection. It will be defined by whether Europe treats this as an intelligence curiosity, or as a governance and market-structure inflection point.

Author: Abdulla Abuwasel
Title: Partner – Transactions
Email: awasel@waselandwasel.com
Profile: https://waselandwasel.com/about/abdulla-abuwasel/

The Private Sector’s Increasing Control on National Security

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For much of the last century, national security was treated as a sovereign stack: intelligence, armed forces, and state-controlled strategic infrastructure. The private sector

mattered, but mainly as a supplier.

That separation is thinning across the world. In a period defined by gray-zone pressure, cyber disruption, and sustained geopolitical competition, private firms increasingly operate the systems that keep states functional under stress. They design the networks that move data, the platforms that process it, the factories that scale production, and the services that can be surged in crisis.

This is not a story about governments outsourcing security; states still carry legal authority, coercive power, and strategic responsibility. It is a story about where operational leverage now sits.

Critical Infrastructure and the "Public Risk"

The modern economy runs on privately owned and operated infrastructure that is strategically exposed. Undersea telecommunications cables, which carry the overwhelming majority of transoceanic digital communications, are owned and operated by private companies and consortia. This reality is now being treated as a geopolitical fact, not a technical footnote.

In the **United Kingdom**, this has led to the recognition of the "private ownership of public risk." Under the National Security and Investment (NSI) Act, the UK government now scrutinizes private acquisitions across 17 sensitive sectors, including AI and energy, treating commercial activity as a core national security vulnerability. Even the UK's nuclear deterrent relies on private firms like Lockheed Martin for maintenance, proving that sovereign capabilities are deeply integrated with private industry.

Similarly, in **Europe**, the NIS2 Directive expands cybersecurity obligations to thousands of private organizations. By making these firms legally responsible for risk management and incident reporting, the EU effectively treats the private

sector as the frontline of the “sovereign stack”.

The Industrial Base as a Security Instrument

Security competition has returned to a basic question: can capacity be produced fast enough, at scale, and under constraint? This question implicates private industry first. Multi-state security groups now emphasize the need to aggregate demand and use longer-term orders to accelerate industrial capacity.

Australia provides a leading example of building “sovereign capabilities” through private partnerships. To support the AUKUS security partnership, Australia is leaning on private innovation in robotics and quantum technologies. Strategic mergers, such as the Australian firm Penten with the UK-based Amiosec, are now seen as essential to creating global providers of digital security for the state.

Space: A Case Study in Strategic Speed

Space illustrates how commercial services become strategic infrastructure in months, not decades. In recent conflicts, commercial satellite connectivity and sensing became operational necessities. This has triggered a shift in how states like **Canada** view their “digital ambition.” Canadian analysts are increasingly arguing for the modernization of the “sovereign stack” by better integrating private-sector cloud and AI solutions, moving away from rigid, state-only classification frameworks.

Analysis: Future Control and the Security Arithmetic

As we look toward the future, the private sector is fundamentally changing the state’s “security arithmetic”. Private firms do not carry sovereignty, but they carry strategic consequence, creating four recurring dilemmas:

1. **Rule-Setting:** Who sets the rules for access or technical

restrictions when private services are used in conflict?
2. **Concentration Risk:** How do states avoid single points of commercial failure without destroying the economics of the private market?
3. **Cross-Border Friction:** How do global firms reconcile operations with sanctions and competing alliance expectations?
4. **Resilience Contracting:** How do governments contract for resilience and "surge capacity" rather than just peacetime performance?

The future of national security will be defined by "dual-use" infrastructure, private runways, ports, and subsea cables that serve both commercial and military purposes. Intelligence is being redefined as private companies become part of "epistemic communities" integrated into state networks due to their specialized data analytics.

A mature approach treats the private sector as a standing component of national security planning. This requires pre-negotiated surge mechanisms, routine exercises that include industry as an operational partner, and the construction of the legal and technical scaffolding necessary to make private capability reliable when the pressure spikes. In a world of persistent competition, the decisive question is no longer just what the state can do, but how effectively it can command the private leverage it no longer directly owns.

Author: Abdulla Abuwasel
Title: Partner – Transactions
Email: awasel@waselandwasel.com
Profile: https://waselandwasel.com/about/abdulla-abuwasel/

China Unveils Five-Year Space Strategy: Behind What Beijing is Building and Why it Matters

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On 29 January 2026, China formally unveiled its next five-year roadmap for its space sector. Led by the China Aerospace Science and Technology Corporation ("CASC"), the plan sets out a coordinated national strategy spanning space tourism, orbital digital infrastructure, satellite megaconstellations, deep-space exploration, and space resource development.

Unlike earlier plans that focused primarily on launch capability and national missions, this roadmap is explicitly commercial. It reflects Beijing's shift from building space access toward designing a full space economy, integrating transportation, data, communications, computing, and long-term off-Earth operations into a single industrial system.

Below is what China is planning over the next five years and what it means for operators, investors, and governments.

Space Tourism as a Regulated Market

China placed space tourism directly inside its national development framework, committing to achieve operational suborbital tourism within the five-year window, followed by a phased transition toward orbital passenger services.

This matters more for what it enables structurally. Human-rated vehicles drive reusable launch systems, crew safety standards, insurance markets, ground infrastructure, and regulatory frameworks for commercial human spaceflight. By

incorporating tourism into state planning, China is signaling that these enabling layers will be built in parallel.

Several Chinese startups are already developing suborbital vehicles, but CASC's endorsement elevates tourism from speculative private activity to state-supported industry. The practical outcome will likely be accelerated certification pathways, coordinated launch infrastructure, and easier access to capital. In effect, tourism becomes the catalyst for a broader commercial ecosystem.

For international operators, this introduces a new state-backed competitor in a market previously dominated by Western firms.

Space-Based Computing and AI

The most strategically significant element of the announcement is China's commitment to develop space-based digital infrastructure, including orbital data processing and AI platforms.

These systems envision satellites performing compute-intensive tasks directly in orbit, forming a space-based cloud layer powered by continuous solar exposure and unconstrained by terrestrial energy grids. Rather than downlinking raw data to Earth for processing, China aims to analyze imagery, communications, and sensor outputs in space before transmitting refined products to ground users.

This architecture reshapes the economics of Earth observation, secure communications, autonomous navigation, and defense-adjacent analytics. It also introduces sovereign digital environments beyond traditional jurisdictional boundaries.

Western companies have discussed similar concepts, including SpaceX through its broader constellation strategy, but China is now embedding orbital computing directly into national industrial planning. Over the next five years, this is likely

to drive large-scale satellite deployment, new spectrum requirements, and accelerated development of space-qualified processors and networking systems.

For regulators and operators alike, orbital computing raises unresolved issues around cybersecurity, liability, data governance, and congestion management.

Deep Space Capability and Talent Development

China is also expanding its deep space ambitions. Just days before the announcement, the University of the Chinese Academy of Sciences launched a School of Space Exploration focused on advanced propulsion, trajectory modeling, and long-range mission design.

This move institutionalizes deep-space expertise inside China’s technical pipeline, ensuring a steady flow of engineers trained for lunar operations, autonomous spacecraft, and eventual interplanetary missions. The five-year plan frames the coming decade as a window for leapfrog development in deep-space technologies, linking talent cultivation directly to national exploration objectives.

Practically, this supports sustained lunar activity, robotic surface missions, and future crewed operations beyond low Earth orbit, all backed by a growing domestic workforce specialized in space disciplines.

Satellite Megaconstellations and Orbital Real Estate

China’s roadmap also reinforces its aggressive push into large satellite constellations.

Chinese entities have filed extensive applications with the International Telecommunication Union to reserve spectrum and orbital slots for future systems numbering in the hundreds of thousands over the coming decade. These filings secure scarce orbital resources while positioning China to compete directly

with existing broadband constellations. Control over spectrum and orbital slots determines who can deploy at scale, who faces interference constraints, and who shapes future standards. China is acting early to lock in access, ensuring its operators retain strategic flexibility as orbital traffic intensifies.

For existing constellation operators, this signals tighter competition for spectrum coordination and growing geopolitical complexity in ITU processes.

Space Resources and the Groundwork for Off-Earth Utilization

While less detailed publicly, the five-year framework references space resource development as part of China's medium-term objectives. This points toward future lunar utilization architectures, including in-situ resource extraction, surface logistics, and energy generation.

Resource development is being planned alongside launch systems, robotics, navigation, and power infrastructure, indicating a long-term vision for sustained off-Earth presence rather than isolated exploration missions.

Over time, this approach supports permanent lunar operations and potential cis-lunar industrial activity.

What This Means

Taken together, China's five-year plan represents a transition from space capability to space ecosystem design.

Tourism accelerates human-rated vehicles. Orbital computing drives constellation growth. Megaconstellations justify launch cadence. Deep-space programs advance propulsion and autonomy. Resource utilization supports permanent operations. Each pillar reinforces the others, forming a vertically integrated strategy for space commerce.

This contrasts with the Western model, where commercial

development remains spread across agencies, regulators, and private operators. China is synchronizing state capital, industrial policy, education, and orbital planning into a unified framework.

For commercial actors, this reshapes competitive assumptions across tourism, satellite services, and space-based data markets.

For governments, it underscores the urgency of spectrum diplomacy, regulatory coherence, and international norms governing orbital infrastructure and space-based computing.

For everyone else, whether in the space industry or otherwise, it signals that by 2030 the world will be operating within an unprecedented, fully globalized space economy.

Author: Abdulla Abuwasel
Title: Partner – Transactions
Email: awasel@waselandwasel.com
Profile: https://waselandwasel.com/about/abdulla-abuwasel/

War Series: How a U.S. Civil War Naval Doctrine Shapes Modern High Tech Supply Chain Arbitration

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In 1863, during the height of the American Civil War, the British barque *Springbok* was intercepted by the USS *Sonoma* while sailing toward Nassau, a port in the neutral British

Bahamas. The vessel's manifest listed a cargo of textiles, boots, and saltpeter, goods that were commercially standard and bound for a neutral jurisdiction. Under the strict letter of maritime law at the time, trade between neutral ports was protected. Yet, the U.S. Supreme Court eventually condemned the cargo. The court reasoned that while the ship would unload in Nassau, the cargo was meant to be transshipped to a blockade-runner and smuggled into the Confederate states.

This judgment established the doctrine of "Continuous Voyage" (or "Ultimate Destination"): the principle that the legality of a shipment is determined not by the initial port of discharge, but by the ultimate intent of the goods. The voyage was deemed "continuous" despite the stopover, and the neutral port provided no sanctuary if it was merely a waypoint for contraband.

Decades later, during World War I, the British Prize Court expanded this doctrine in the case of *The Kim* (1915). Authorities seized American cargoes of lard and wheat bound for Copenhagen, a neutral port, on the statistical inference that the volume of goods vastly exceeded Danish consumption requirements. The precedent was set: the legal "voyage" ignores the physical itinerary and follows the goods to their final end-user.

Today, physical naval blockades have largely been replaced by regulatory architectures, export controls, sanctions, and entity lists. However, the ghost of the *Springbok* haunts the modern semiconductor and high-tech supply chain. The logic of "Continuous Voyage" has been digitized, shifting the burden of enforcement from naval captains to corporate compliance officers, creating a volatile new arena for private commercial disputes.

The Modern Pivot: From Ports to Proxies

In the modern high-tech economy, the "neutral port" is no

longer a physical harbor like Nassau or Rotterdam. Instead, it is a Distributor or a Trading House located in a jurisdiction that is politically non-aligned or legally distinct from sanctioned territories. The “contraband” is no longer boots or salt, but dual-use integrated circuits, semiconductor manufacturing equipment, and encryption software.

The regulatory expectation today mirrors the 19th-century doctrine: authorities disregard the invoice address. If a supplier in Country A ships advanced processors to a distributor in Country B, and those processors are likely to be re-exported to a restricted entity in Country C, the trade is viewed as a direct violation by the supplier. The voyage is continuous.

The critical difference, however, lies in execution. In 1863, the state enforced the blockade. In the 2020s, the state has deputized the private sector. Manufacturers are required to look past their contractual counterparty and assess the “ultimate destination.” This deputization has sparked a wave of Business-to-Business (B2B) friction that is increasingly ending in international arbitration.

The Private Sector Conflict

The core of the modern dispute is not between a government and a company, but between a Supplier (seeking compliance) and a Distributor (seeking performance).

Consider a common scenario: A Supplier of high-tech components enters a long-term framework agreement with a Distributor in a neutral third country. Mid-contract, geopolitical tensions rise, and export controls are tightened. The Supplier’s internal compliance software flags the Distributor’s jurisdiction as a high-risk transshipment hub. Fearing strict liability or loss of export privileges, the Supplier suspends shipments, citing “suspected diversion.”

The Distributor, however, declares a Breach of Contract. They

argue that they are a legitimate business, the goods are for local civilian use, and the Supplier is reacting to paranoia rather than law. The Distributor initiates arbitration, seeking damages for lost profits and reputational harm.

Here, the Supplier is trapped in a pincer movement. If they ship, they risk existential regulatory penalties from their home government. If they refuse to ship without concrete proof of diversion, they face millions in damages for breach of contract.

Legal Analysis in Arbitration: The Burden of Proof

When these disputes reach an arbitral tribunal, the central legal battleground is the burden of proof and the definition of “Force Majeure” or “Illegality.”

The Distributor typically argues that a contract can only be voided by *actual* illegality. They assert that unless the government has specifically listed them as a sanctioned entity, the Supplier has no right to withhold performance. From this perspective, the Supplier’s refusal is a voluntary business decision to de-risk, not a legal necessity.

The Supplier, invoking the spirit of “Continuous Voyage,” argues that the *risk* of diversion creates a constructive illegality. They assert that modern compliance standards require “Know Your Customer” (KYC) diligence that goes beyond government lists. If a Supplier ignores “Red Flags”, such as a Distributor ordering volumes inconsistent with local demand (echoing the lard statistics of *The Kim*), they can be held liable.

This creates a complex question for arbitrators: **Is reasonable suspicion enough?**

If a tribunal demands “concrete evidence” that goods will be diverted, the Supplier will almost always lose. Proving a future negative, or proving the intent of a third party three

steps down the supply chain, is nearly impossible without subpoena powers the private sector lacks. However, if the tribunal accepts “reasonable suspicion” as a valid ground for Force Majeure, it grants Suppliers immense power to unilaterally void contracts based on internal risk appetites, potentially destabilizing global trade reliability.

Furthermore, the role of the End-User Certificate (EUC) is under scrutiny. Historically, an EUC signed by the buyer was a shield, a document the Supplier could rely on to prove good faith. In the modern era of “Continuous Voyage,” the EUC is increasingly viewed as a “rebuttable presumption.” Tribunals are asking whether the Supplier *should have known* the EUC was merely a paper promise. Did the Supplier conduct due diligence, or did they willfully ignore the reality of the trade route?

Conclusion: The “Reasonableness” Standard

The revival of the “Continuous Voyage” doctrine in the form of digital supply chain controls suggests that the era of simplified global trade is over. For legal practitioners and corporate officers, the takeaway is twofold.

First, standard “Force Majeure” and “Compliance with Laws” clauses are no longer sufficient. Contracts must now include specific “Sanctions and Export Control” clauses that explicitly grant the Supplier the right to suspend or terminate performance based on *reasonable internal assessment* of risk, not just upon a final government ruling.

Second, the outcome of future arbitrations will likely hinge on the concept of “abuse of right.” Tribunals will look for a balance: Did the Supplier act in good faith to comply with complex regulations, or did they use regulatory ambiguity as a convenient excuse to exit a commercially unfavorable contract?

Just as the *Springbok* case forced maritime law to look beyond the immediate horizon, modern high-tech trade requires

companies to look beyond the immediate invoice. The voyage is continuous, and so is the liability.

Author: Abdulla Abuwasel
Title: Partner – Transactions
Email: awasel@waselandwasel.com
Profile: https://waselandwasel.com/about/abdulla-abuwasel/

No Signatory, No Standing: Queensland Court Overturns Arbitrator on Trustee Joinder

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The resolution of commercial disputes through arbitration is often praised for its efficiency and privacy, yet its foundational authority remains strictly tethered to the consent of the parties. Unlike the broad jurisdiction of a court, an arbitrator's power extends only as far as the written agreement allows. This limitation becomes a critical battleground when complex corporate structures, such as family trusts involving split ownership and operational entities, collide with the rigid terms of a contract. In the recent decision of *Tailing Gully Farming Pty Ltd v Pratt* [2025] QSC 353, the Supreme Court of Queensland provided a definitive ruling on the limits of an arbitrator's jurisdiction over third-party trustees. The judgment serves as a stern reminder that financial entanglement is not a substitute for legal privity, establishing that a court must intervene when an arbitrator wrongfully expands their reach to include a "stranger to the contract."

The dispute arose from a lease of cane farming land in Queensland. The registered owner of the land, William Robert Pratt, entered into a written lease in 2019 with Tailing Gully Farming Pty Ltd (TGF). The agreement was explicit: Mr. Pratt was defined as "the Lessor" and TGF as "the Lessee." Clause 18 of the document contained a standard arbitration agreement, requiring that any dispute regarding the construction of the lease or the rights and liabilities of the parties be referred to arbitration.

As the commercial relationship soured, Mr. Pratt alleged that TGF had breached various covenants of the lease, resulting in significant financial losses. He referred the matter to arbitration. However, a significant legal complication emerged during the proceedings. While Mr. Pratt was the signatory and land owner, the actual farming business was conducted by a related entity, Janella Farming Pty Ltd (Janella), acting as the trustee for the William Pratt Family Trust. Consequently, it was uncontroversial that the "overwhelming majority of losses claimed to have been suffered by Mr Pratt in the arbitration are in fact losses suffered by Janella."

Recognizing that the true financial victim was not the named lessor, the arbitrator decided to join Janella to the proceedings. The arbitrator reasoned that although Janella was not a signatory, the "inclusion of Janella as a party in the Arbitration is necessary because of the subject matter in controversy, rather than the formal nature of the claim." The arbitrator concluded that Janella had standing because it had a claim "through or under" Mr. Pratt.

TGF challenged this decision in the Supreme Court, arguing that the arbitrator had exceeded his jurisdiction. The Court's analysis, delivered by Justice Kelly, focused on the strict legal definition of a "party" under the *Commercial Arbitration Act 2013* (Qld). While the Act extends the definition of a party to include "any person claiming through or under a party to the arbitration agreement," the Court held that this

phrasing is not a catch-all for related entities.

Drawing on the leading authority of *Tanning Research Laboratories Inc v O'Brien*, Justice Kelly explained that the prepositions "through" and "under" convey the specific notion of a "derivative cause of action." To fall within this definition, a third party must rely on a right or defense that is "vested in or exercisable by the party." This typically applies to assignees, liquidators, or trustees in bankruptcy who legally stand in the shoes of the original signatory. In this case, Janella was not claiming a right derived from Mr. Pratt; it was asserting its own distinct claim for damages while Mr. Pratt remained the lessor. The Court found that Mr. Pratt had "failed to articulate a coherent or maintainable basis" for contending that Janella was effectively claiming through him.

The respondents attempted to preserve the arbitrator's jurisdiction by arguing theories of agency and estoppel. They contended that Mr. Pratt had entered into the 2019 Lease as an agent for Janella, thereby making Janella the true lessor, or alternatively, that TGF was estopped from denying Janella's status because they had paid rent to the trustee.

The Court dismissed these arguments as "sufficiently weak as to be not sustainable." It was undisputed that Mr. Pratt, not Janella, was the registered owner. Justice Kelly reasoned that "as Janella was not the owner of the Land, Mr. Pratt can have had no actual or ostensible authority to represent that Janella was 'the Lessor'." The lease explicitly defined the lessor as Mr. Pratt, and there were "no words contained in the 2019 Lease to the effect that Mr. Pratt entered the 2019 Lease as agent for and on behalf of Janella."

Similarly, the estoppel argument failed because the express terms of the written contract were "plainly inconsistent with, and contradict," the alleged assumption that the trustee was the lessor. The mere fact that TGF paid rent to Janella at Mr.

Pratt's direction was not enough to override the written agreement. Mr. Pratt's own evidence admitted that he operated the business through Janella because he "considered the farming business to be mine … notwithstanding how it is legally held," rather than due to any mutual agreement with the lessee.

Critically, the judgment clarifies the standard of review a court must apply when an arbitrator's jurisdiction is challenged. The Court confirmed that the review is a hearing *de novo*, meaning the court looks at the jurisdiction question afresh to ensure the arbitrator was correct. Justice Kelly held that the arbitrator's reliance on the "subject matter in controversy" was a fundamental error. By ignoring the strictures of privity, the arbitrator had strayed beyond his authority. The Court declared that "the doctrine of privity of contract applies and Janella as a stranger to the 2019 Lease cannot seek to recover damages by reason of its breach."

Consequently, the Court set aside the arbitrator's decision. Justice Kelly concluded that "curial intervention is necessary to prevent the arbitration from foundering by reason of the wrongful inclusion of the second respondent." The decision stands as a clear directive that the efficiency of arbitration cannot come at the expense of fundamental contractual principles. The position of the Court pursues that a trustee entity, no matter how closely related to the signatory or how deeply involved in the financial operations, cannot force its way into an arbitration without a clear legal basis found within the agreement itself.

This case serves as a cautionary tale for families and trustees managing complex asset holding structures where arbitration is the preferred method of dispute resolution. Often, families separate land ownership from operational risk for "legal and tax reasons," as Mr. Pratt admitted was his motivation. However, when a trustee entity like Janella is the operational engine incurring expenses, the legal documentation

must explicitly reflect this role. Effective asset management requires that the entity bearing the financial risk is also the entity named in the arbitration agreement. If a trustee intends to enforce rights under a contract, it must ensure it is not merely a passive beneficiary of rent payments but an active, defined party within the arbitration agreement.

Furthermore, the judgment highlights the precise legal scaffolding required for a trustee to access arbitration provisions without being a primary signatory. To successfully argue that a trustee is claiming “through or under” a signatory, there must be a clear legal mechanism, such as an assignment or a formalized agency agreement, that bridges the gap between the individual owner and the corporate trustee. The court emphasized that the prepositions “through” and “under” require a “derivative cause of action” that is “vested in or exercisable by the party.” Simply being a related entity or the “invoicing entity” does not create this legal bridge. Trustees must consider structuring their commercial relations so that the cause of action for financial loss resides with the signatory, or ensure the arbitration clause is broad enough to expressly include related entities. Without such foresight, a trustee remains a “stranger to the 2019 Lease,” unable to utilize the efficiency of arbitration to recover its losses.

Author: Abdulla Abuwasel
Title: Partner – Transactions
Email: awasel@waselandwasel.com
Profile:
https://waselandwasel.com/about/abdulla-abuwasel/

Taxing Unrealized Crypto Gains: Canada's Tax Court Guidance to Global Policymakers on Crypto Volatility

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The intersection of digital currency and the tax collector has always been a point of friction, but a recent judgment from the Tax Court of Canada has provided a clarifying jolt to the system. In *Amicarelli v. The King*, 2025 TCC 185, delivered in December 2025, Justice John A. Sorensen stripped away the technological hype of cryptocurrency to reveal its bare economic bones. While the case adjudicated the specific misfortune of a taxpayer caught in the notorious collapse of the QuadrigaCX exchange, the principles articulated in the decision offer a profound warning to global policymakers currently flirting with the taxation of unrealized gains. As nations from the United States to Australia consider expanding their tax nets to capture the paper wealth of the digital age, the *Amicarelli* decision stands as a testament to the dangers of taxing value that can vanish in a heartbeat.

To understand the legal and economic implications, one must start with the asset itself. The court provided a definition of Bitcoin that is remarkable for its clarity and its exclusion of traditional financial attributes. The judgment accepted that Bitcoin "subsists on a blockchain, which is a decentralized and encrypted ledger of information." It noted that while the asset "exists in a virtual, digital domain," it lacks the fundamental characteristics of income-generating property. Unlike a bond that pays interest or a stock that

yields dividends, the court stated explicitly: “Bitcoin does not generate interest or dividends. It is a medium of exchange and temporary store of value.”

This definition is crucial. It establishes that the only way to make money with Bitcoin, barring some exotic derivative structure, is through the mechanism of price appreciation. You buy it, you hold it, and you hope it goes up. In the case of Jeanette Amicarelli, she did more than just hope. She engaged in what the court described as “optimistic behaviours” to fund her acquisition of Bitcoin in 2017. She took out a second mortgage at an interest rate of nearly 12 percent, cleared out her retirement savings, and used high-interest credit cards. The court observed that “only a person with a bona fide belief that they were going to enjoy positive financial outcomes would engage in such costly financing.”

Because of this aggressive pursuit of profit, the court ruled that her trading activities constituted an “adventure or concern in the nature of trade.” This legal determination meant that her subsequent loss, nearly half a million dollars that evaporated when QuadrigaCX failed, was a business loss, not a capital loss. The distinction allowed her to deduct the full amount against her other income, a victory for the taxpayer that hinged on the court’s recognition of her intent and the reality of her loss.

However, the deeper lesson of *Amicarelli* lies in its implicit critique of the “mark-to-market” taxation philosophies gaining traction globally. In the United States, political debates have cycled through proposals to tax the unrealized gains of high-net-worth individuals, essentially asking taxpayers to pay cash taxes on the increase in value of their assets, even if those assets haven’t been sold. Similar ideas circulate in the European Union under the guise of wealth equalization, while countries in East Asia and Australia continue to refine the timing of capital gains events.

The *Amicarelli* judgment exposes the peril of these approaches by highlighting the concept of symmetry. Justice Sorensen wrote what should be a guiding maxim for tax authorities everywhere: “Ultimately, to the extent that material profits earned in a market frenzy are fully taxable regardless of the risk profile of the market, losses, including catastrophic losses, must be given symmetrical treatment.”

Consider the timeline of the *Amicarelli* case through the lens of taxing unrealized gains. In late 2017, the taxpayer’s account balance reportedly swelled to over two million dollars. In a regime that taxes paper wealth, the government might have assessed a massive tax liability on those gains at the end of the fiscal year. Yet, just weeks later, the exchange collapsed, and the balance “inexplicably fallen to nil.” If the taxman had already taken a cut of the two million dollars, the taxpayer would have been left destitute, having paid taxes on wealth she never truly possessed and could never access.

The court’s recognition that cryptocurrency is merely a “temporary store of value” underscores the volatility that makes taxing unrealized gains so dangerous. Assets in this sector are not stable; they are prone to “modern cryptocurrency surges” that the judgment compared to “Dutch tulip mania” or the “dot com bubble.” When a government steps in to tax the upside of a bubble before it bursts, they effectively become a partner in the speculation. The *Amicarelli* decision confirms that if the state wants a share of the “market frenzy,” it must also underwrite the “catastrophic losses” that follow.

Furthermore, the judgment acknowledges the unique risks of the crypto ecosystem. The court accepted that “asset loss due to theft or fraud is a business risk.” In the unregulated “wild west” of digital exchanges, where platforms “operate outside the purview of securities regulators,” wealth is far more precarious than it is in traditional banking. Taxing the

theoretical value of a Bitcoin wallet as if it were a savings account ignores the reality that the wallet can be emptied by a hacker or a fraudster in seconds.

In jurisdictions like Japan, where crypto income is often treated as miscellaneous income upon realization, or Australia, where Capital Gains Tax events are strictly defined by disposal, the tax codes generally align with the "realization" principle upheld in *Amicarelli*. These systems wait until the money is real before asking for a share. The Canadian ruling reinforces the wisdom of this caution. It reminds us that "Bitcoin is property" but it is a distinct, volatile, and intangible form of property that "can even be stolen."

Ultimately, *Amicarelli v. The King* is a vindication of economic reality over theoretical valuation. The court looked at the taxpayer's "actual conduct", her borrowing, her daily monitoring, her "scheme for profit making", and determined that she was running a business. Because she was running a business, she was entitled to deduct her losses when the business failed due to "malfeasance."

For global policymakers, the warning is clear. If you rewrite the rules to tax the phantom wealth of a rising market, you must be prepared to refund those taxes when the market crashes or the assets disappear. As Justice Sorensen concluded, the tax system must provide "symmetrical treatment." Without that symmetry, the tax code becomes a mechanism for confiscation rather than contribution, punishing taxpayers for the ephemeral spikes of a volatile market while offering no shelter when the screen goes black.

Author: Abdulla Abuwasel
Title: Partner – Transactions
Email: awasel@waselandwasel.com
Profile:
https://waselandwasel.com/about/abdulla-abuwasel/

The India–EU FTA Reshapes the Economics of Commercial Space

February 8, 2026

On 27 January 2026, India and the European Union closed negotiations on a landmark Free Trade Agreement that European Commission President Ursula von der Leyen publicly branded the "mother of all deals" ("FTA"). The scale of the FTA is hard to overstate. The EU estimates that tariffs will be eliminated or reduced on 96.6% of EU goods exports to India by value, while India's trade ministry points to preferential access for 99.5% of Indian exports into the European market. Implementation is expected within roughly a year, following legal review, which is anticipated to take five to six months.

The FTA is not a "space agreement" on its face, but it lays the industrial, digital, and investment rails for a substantial EU–India orbital corridor. And in the summit's formal Joint Statement, they explicitly place space inside the newly signed India–EU Security and Defence Partnership, and they record "productive discussions" at the inaugural India–EU Space Dialogue held in Brussels in November 2025.

In the modern space economy, the decisive constraints are often diplomatic friction points in standards, in data governance, in procurement eligibility, and in supply-chain trust. Space companies scale when their components, engineers, capital, and data can move predictably across jurisdictions. The India–EU FTA is a trade corridor agreement that also functions, in practice, as a space-enabling agreement. The Joint Statement then gives it strategic ballast by naming space cooperation as part of the broader security and defense

architecture and by mandating deeper work through the Space Dialogue across technology domains including earth observation, satellite navigation, space surveillance, and communications.

Start with manufacturing and the upstream stack. Space hardware is still a story of precision industrial inputs: avionics, electronics, advanced materials, test equipment, optics, and specialty chemicals. The European Commission's own sectoral framing of the FTA highlights gains in areas such as machinery and "avionics," which is a quiet but meaningful signal for aerospace supply chains. When tariffs come down and customs processes become more predictable, you make cross-border bill of materials strategies viable. Now move to the downstream stack, where the commercial space opportunity is likely to compound fastest. The Joint Statement elevates the India–EU Trade and Technology Council as the cornerstone for technology cooperation and ties it to work on resilient supply chains and protection of sensitive technologies, alongside collaboration on advanced areas like semiconductors, artificial intelligence, quantum, and 6G. For commercial space, this is core infrastructure. Earth observation analytics, satcom service delivery, on-orbit servicing planning, and space domain awareness toolchains are all data-heavy, model-heavy, and increasingly delivered as cross-border digital services. The more the two sides can converge on trusted digital ecosystems, interoperable standards, and predictable compliance expectations, the more feasible it becomes to build EU–India "two-home" space ventures that sell into both markets.

The Joint Statement goes further by calling for EU–India Innovation Hubs, an EU–India Startup Partnership, and exploratory talks on associating India with Horizon Europe, the EU's flagship R&D program. That combination matters because commercial space is now a deep-tech financing story. Venture capital follows pathways to customer adoption and non-

dilutive R&D leverage. When Indian companies can more naturally co-develop with European partners, and when European primes and scaleups can integrate Indian engineering and manufacturing capacity without the old trade penalties, you widen the funnel for bankable cross-border programs.

Where the strategic layer becomes commercially decisive is the explicit space language in the summit package. The Joint Statement notes the signing of the India–EU Security and Defence Partnership and lists "space" among the cooperation domains. It also specifies, in the implementation agenda, deeper cooperation through the Space Dialogue on earth observation, navigation, space surveillance, communications, and space security. That is the bridge between government-to-government alignment and private-sector "permission to operate." In practical terms, it de-risks three things' investors always consider: (1) whether collaboration will be politically durable, (2) whether sensitive technology boundaries will be managed through predictable rules rather than ad hoc politics, and (3) whether public procurement and institutional buying power can become a customer base for commercial offerings.

The 1-year implementation timeline is important for space ventures because it aligns with product cycles. Space startups that begin structuring now can hit the market as the agreement moves into action, with their supply chains, licensing posture, and data compliance built for the new corridor. Space founders should also be cognizant of climate and carbon rules. There was no immediate exemption for Indian firms under the EU's Carbon Border Adjustment Mechanism, which took effect on 1 January 2026, but there will be EU financial support aimed at emissions reductions. For space, that is both constraint and opportunity. Satellite-enabled measurement, reporting, and verification services, climate risk analytics, and maritime emissions monitoring become more valuable when trade partners are tightening carbon accounting and supply-chain

transparency. In other words, the compliance burden can become a demand engine for downstream space data services.

As the FTA moves towards implementation, the foundations for a shared commercial space ecosystem are now firmly in place. For founders, investors, and operators willing to move early, this corridor offers scale, stability, and a genuine opportunity to build across continents.

Author: Abdulla Abuwasel
Title: Partner – Transactions
Email: awasel@waselandwasel.com
Profile: https://waselandwasel.com/about/abdulla-abuwasel/

Blue Origin's TeraWave: A New Chapter in Satellite Broadband

February 8, 2026

Blue Origin has announced TeraWave, a high-throughput satellite communications network positioned for enterprise, government, and data-center customers rather than mass-market consumer broadband.

What is TeraWave?

TeraWave is a planned multi-orbit satellite network consisting of approximately 5,408 satellites in low-Earth and medium-Earth orbit. Its architecture pairs radio-frequency links for broad coverage with optical inter-satellite connections

capable of symmetrical data speeds up to 6 terabits per second.

Blue Origin intends to begin deployment in late 2027, leveraging its New Glenn launch vehicle for satellite placement. The constellation will target enterprise, data center, and government customers, rather than mass-market consumer broadband subscribers.

Blue Origin is positioning the network as an enabler for high-capacity applications such as enterprise connectivity, cloud and AI workloads, and redundancy for critical infrastructure.

Competitive Dynamics: Starlink, Amazon Leo, and Market Niches

SpaceX’s Starlink:

Starlink, operated by SpaceX, remains the most advanced and widely adopted satellite internet service, with roughly 9,500 active satellites (as of January 26, 2026) and 6 million plus users globally across consumer, enterprise, and government segments. It provides service in over 100 countries including US, UK, France, Brazil, Japan, Rwanda, Australia, and the list goes on. Its network has set the baseline for low-latency satellite broadband, and SpaceX continues to upgrade capacity with laser links and next-generation satellites.

Amazon Leo (formerly, Project Kuiper):

Alongside these developments, Amazon’s satellite broadband project, Amazon Leo, is progressing toward full deployment. Amazon has highlighted enterprise-grade terminals with claimed performance up to 1 Gbps down / 400 Mbps up for high-end use cases, alongside lower-profile terminals for broader customer segments. Amazon Leo has approximately 180 satellites in low Earth orbit (as of January 26, 2026) and is authorized by the FCC to deploy roughly 3,236 in total.

Looking Internationally: Constellations in Europe and China

Beyond the US commercial ecosystem, China is quietly assembling its own parallel low-Earth orbit connectivity architecture. State-backed programs such as Guowang and the commercially framed Qianfan (Thousand Sails) are designed to deploy tens of thousands of satellites over the coming decade (see China launch record here). These systems are unlikely to compete directly for Western commercial customers in the near term, but they matter because they accelerate the transition from a single dominant network to a more bifurcated connectivity environment.

Closer to market in the EU, Eutelsat OneWeb remains the most operationally mature non-SpaceX LEO broadband constellation with 600 plus active satellites. With global coverage largely in place and a customer base weighted toward governments, mobility, and enterprise connectivity, OneWeb occupies a pragmatic middle ground between mass-market consumer broadband and bespoke, ultra-high-throughput systems. Their trajectory illustrates how differentiated positioning, rather than raw satellite count, can still carve durable market share.

Strategic Positioning

Blue Origin's entry with TeraWave signals an acceleration of industry segmentation in orbital broadband:

- Starlink remains the broad consumer and government leader, leveraging scale and established infrastructure
- Amazon Leo aims at consumer and commercial broadband, benefiting from Amazon's cloud ecosystem
- TeraWave targets high-end enterprise and data centers, focusing on ultra-high-throughput and symmetrical speeds.
- Eutelsat OneWeb occupies a strategic middle ground, with an operational low-Earth orbit constellation serving government, mobility, and enterprise markets where reliability and sovereign alignment are paramount.
- In parallel, China is building its own large-scale low-

Earth orbit system through state-backed and commercial constellations, reinforcing satellite connectivity as strategic infrastructure and introducing a separate, geopolitically aligned ecosystem.

This segmentation suggests maturing in the satellite broadband market where different players carve distinct value propositions rather than compete head-on for the exact same customer base.

Room for Smaller Operators in Orbit

For smaller satellite operators and service providers, these developments create niche and partnership opportunities.

Rather than attempting to replicate the scale of megaconstellations, smaller operators are well positioned to succeed by targeting underserved regions and highly specific vertical markets. Specialized constellations focused on applications such as Internet of Things, environmental monitoring, or regional connectivity can integrate alongside larger networks, providing capabilities that mass-market systems are not optimized to deliver. This layered ecosystem allows niche providers to remain commercially viable while benefiting from the broader infrastructure being deployed by Starlink, Kuiper, and TeraWave.

As large constellations expand globally, demand will grow for localized ground infrastructure and relay capabilities. Operators with regional gateways, sovereign landing rights, or advanced ground systems may find meaningful opportunities as connectivity partners, providing routing, redundancy, or regulatory-compliant access points for larger networks. These partnerships are particularly valuable in jurisdictions with strict data localization requirements or limited terrestrial backhaul.

Many enterprise customers operate in environments where standardized connectivity products fall short. Industries such

as mining, maritime, energy, and defense often require bespoke service-level agreements, secure routing, redundancy architectures, or interoperability across multiple constellations. Smaller operators can compete effectively here by offering tailored solutions and closer customer integration.

Conclusion

Blue Origin's TeraWave initiative deepens the competitive landscape of satellite broadband and highlights the industry's shift from a narrative dominated by Starlink to a multi-node ecosystem of specialized networks. The broader implication is that satellite internet is evolving beyond consumer broadband into a layered global infrastructure, where diversity in technology, markets, and operational models will define competitive advantage going forward.

Author: Abdulla Abuwasel
Title: Partner – Transactions
Email: awasel@waselandwasel.com
Profile: https://waselandwasel.com/about/abdulla-abuwasel/

Nuclear Reactors on the Moon: NASA and Dept. of Energy Take First Step with MOU

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On 13 January 2026, NASA and the US Department of Energy ("DOE") announced a memorandum of understanding to develop a

lunar surface nuclear reactor by 2030, a milestone that could fundamentally change the strategy for sustained human presence beyond Earth. The joint initiative aims to deploy a fission surface power system capable of producing safe, continuous electrical energy on the Moon, regardless of solar availability or lunar night cycles. This effort directly supports NASA's Artemis campaign and future missions to Mars, while reinforcing a broader national space policy focused on technological leadership.

Unlike solar arrays or batteries that depend on sunlight or limited stored energy, a nuclear reactor could offer continuous, high-density power for habitats, scientific instruments, resource processing systems, and communications infrastructure. Early concepts envision reactors producing tens to hundreds of kilowatts, enough to support a small lunar base and potentially expandable for larger installations. Uch power would also support life-support systems and fuel production for deeper space missions, capabilities that solar power alone cannot reliably sustain during the 14-day lunar night.

The policy backdrop for this technical push is the December 2025 *Ensuring American Superiority in Space* Executive Order (read more here). The order articulates a comprehensive national strategy to affirm US leadership in space and directs federal agencies to coordinate goals that extend beyond simple exploration. Among its provisions is a specific call for deploying nuclear reactors on the Moon and in Earth orbit, with at least one lunar surface reactor ready for launch by 2030.

This policy reflects a pivotal shift in space strategy, away from episodic missions with limited infrastructure toward a

persistent lunar economy. Continuous, abundant power transforms what is feasible on the Moon. It enables high-energy activities such as using lunar ice to produce water, oxygen, and rocket propellent (in-situ resource utilization) and supports long-duration research facilities that could operate independently of Earth-based power. Robust energy also creates opportunities for private sector participation in lunar services and infrastructure development, aligning with the Executive Order's broader emphasis on commercial engagement in space.

Technical challenges, however, remain significant. Designing a reactor that can be safely launched, remotely deployed, and operated in the harsh lunar environment requires innovation in thermal management, radiation shielding, and autonomous control. Fission systems are inherently complex, and mission success depends on rigorous testing and validation on Earth followed by robust safeguards against accidental radiation exposure. Beyond engineering, international treaties like the Outer Space Treaty impose obligations to avoid harmful contamination and to ensure that space activities benefit all of mankind, adding a geopolitical dimension to nuclear deployment.

Even so, the potential rewards are substantial. A reliable nuclear power source on the Moon could act as a foundation for a sustainable cislunar economy, anchoring science stations, commercial outposts, and refueling hubs that extend human reach to Mars and beyond. It would signal a transition from exploration missions subject to short stays and limited infrastructure to an era of long-term habitation and industrial activity off Earth.

For NASA and its partners, this is about staying on the Moon

and exploiting that experience as a springboard deeper into the solar system. If all goes well, the Artemis III astronauts could be scouting spots for installation of the nuclear reactor during their lunar surface exploration. As NASA and DOE progress toward their 2030 goal, the integration of nuclear power into lunar strategy will be watched closely by governments, commercial entities, and international partners. How the US executes this initiative under the Executive Order framework will shape the next decade of lunar exploration and the broader geopolitical and economic landscape of space.

Author: Abdulla Abuwasel
Title: Partner – Transactions
Email: awasel@waselandwasel.com
Profile:
https://waselandwasel.com/about/abdulla-abuwasel/

The Rise of the Shareholder State: When Sovereignty Joins the Cap Table

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For the better part of the last thirty years, the global consensus on industrial policy was defined by a specific, somewhat detached architecture. Governments, wary of being accused of “picking winners,” generally limited their interventions to the periphery of the market. They offered tax credits to spur R&D, provided grants to subsidize manufacturing, or established regulatory sandboxes to encourage innovation. The state acted as a gardener; watering the soil, perhaps pruning a few hedges, but largely trusting

the private sector to decide what grew.

That era is over. As we settle into 2026, we are witnessing a profound mutation in the DNA of industrial policy. Driven by the fracturing of the geopolitical order and the rise of dual-use technologies, the state is no longer content to be a mere benefactor or regulator. Today, governments are stepping directly onto the playing field, transitioning from grant-makers to shareholders. We are entering the age of the Sovereign Venture Capitalist.

This shift represents a fundamental rewriting of the social contract between the public sector and private enterprise. In my three decades advising sovereign states, Fortune 500 corporations, and international organizations, I have observed the gradual tightening of the nexus between national security and economic competitiveness. However, what is occurring now is not a tightening; it is a fusion.

The catalyst for this change is the realization that in critical sectors; specifically **defense, artificial intelligence (AI), quantum computing, and space** exploration. The timeline of traditional procurement and the passivity of subsidies are insufficient. The speed of innovation in the private sector vastly outpaces the bureaucratic machinery of the state. Furthermore, the capital intensity required to scale these deep technologies often exceeds what traditional VC markets, obsessed with short-term metrics, are willing to tolerate.

From Market Fixer to Market Maker

Consequently, we are seeing the emergence of state-backed investment vehicles that do not merely offer loans, but take direct equity stakes in startups. The United States, long the bastion of free-market orthodoxy, has become a leading practitioner of this new doctrine. The “equitization” of the CHIPS Act funding, most notably the government’s move to

secure equity warrants in semiconductor champions like Intel, was the crossing of the Rubicon. It signaled that if the taxpayer is to underwrite the existential risk of reindustrialization, the taxpayer must also capture the strategic upside.

This logic is rapidly extending to the quantum frontier. The Department of Commerce's negotiations with quantum pioneers like IonQ and Rigetti to swap federal funding for equity positions demonstrates a new strategic calculus: "Quantum Supremacy" is not a commodity to be bought; it is a national asset to be owned.

This is not an American idiosyncrasy; it is a global contagion. In Europe, the rhetoric of "strategic autonomy" has operationalized into hard capital. France's Definvest and French Tech Souveraineté funds are actively taking stakes in dual-use champions, from space antenna manufacturers like Anywaves to sovereign cloud providers. Germany shattered its own post-war taboos by acquiring a blocking stake in defense electronics firm Hensoldt. And the NATO Innovation Fund, now deploying its €1 billion into startups across the Alliance, represents the multilateral evolution of this trend; a "closed-loop" innovation economy funded by, and for, the state.

The Governance Paradox

The rise of the "Investor-State" introduces profound considerations. When a government becomes a major shareholder in a defense AI startup, it effectively fuses the regulator with the regulated.

- How does the DOJ or the European Commission impartially police an antitrust case involving a company where the Treasury holds a board observer seat?
- What happens to the fiduciary duty to maximize profit

when it conflicts with the sovereign duty to maximize national security?

- If a state-backed quantum firm fails to meet safety standards, will it be allowed to fail, or will “too big to fail” morph into “too strategic to fail”?

The Diplomatic Cap Table

Furthermore, this shift weaponizes the capitalization table. A startup’s “investor relations” strategy is now indistinguishable from its foreign policy. Accepting sovereign equity is a double-edged sword. It offers “patient capital” and a guaranteed customer, but it also locks the company into a specific geopolitical orbit. A defense AI company with the Pentagon or a European Ministry of Defense on its cap table may find its exit options severely restricted. Selling to a foreign acquirer becomes a diplomatic impossibility rather than a business decision.

For the emerging industrialist, the message is clear: The government is no longer just the referee. It is now a player, a partner, and occasionally, the most demanding shareholder in the room.

We are leaving the age of laissez-faire innovation. As governments build their portfolios, from the Gulf’s sovereign wealth funds transforming into active deep-tech investors to the U.S. Commerce Department’s equity warrants, they are reshaping the global economy into a collection of competing national portfolios. Navigating this convergence requires not just business acumen, but a diplomatic sophistication that understands the new rules of geoeconomic statecraft. The state has pulled up a chair, and it has placed its chips on the table.

Author: Abdulla Abuwasel
Title: Partner – Transactions
Email: awasel@waselandwasel.com
Profile:
https://waselandwasel.com/about/abdulla-abuwasel/

Lawyers and consultants.
Tier-1 services since 1799.
www.waselandwasel.com
business@waselandwasel.com