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Kanav My Money Back?: The Rise of “Counter-Exploits” and Court Interventions in DeFi

What We're Talking About

Contract upgradeability being used as a counter-offensive **weapon** for exploits, and how we can or should react to it

Onchain: Platypus, Oasis/Jump

Offchain: Illinois SB1887 (*Imao*)

Contains one (1) diagram on how one type of upgradeability 'works', but **slides are code free** otherwise – we're all tired

“I Am Altering The Deal...”

The difference between EOAs and **smart contracts** is that EOAs have **no bytecode** associated with them

At present a smart contract cannot easily **change its bytecode** (without disruption) after deployment.

But often, changing that bytecode is exactly what we want or need to do!

Altering It Further

Two scenarios are the most common –

- a) A **bug** is spotted: needs **fixing**
- b) Scheduled **upgrade**: needs **patching**

This talk introduces two more:

- c) **Recovery** is possible: needs **reacting**
- d) A **court** is involved: needs **forcing**

Impetus behind these changes is different!

Platypus Finance



PLATYPUS

Groundwork: **AMM** on Avalanche
– single sided liquidity, **stable** oriented

Introduced an overcollateralised stablecoin:
deposit LP tokens, mint **USP**

Bug in Masterchef-like contract in the form
of an **emergencyWithdraw** that let you
pull out LP without paying off **USP debt**

Result: US\$9.1mm stolen

Platypus Finance



Summary of attack:

- **Flash loan** stables
- Deposit flash loan to Platypus
- Deposit LP to Masterchef
- **Max out USP borrow** against LP
- Withdraw LP from Masterchef
- Withdraw flash loan from Platypus
- **Swap USP** for more stables via Platypus
- Repay flash loan (plus fee)

Platypus Finance



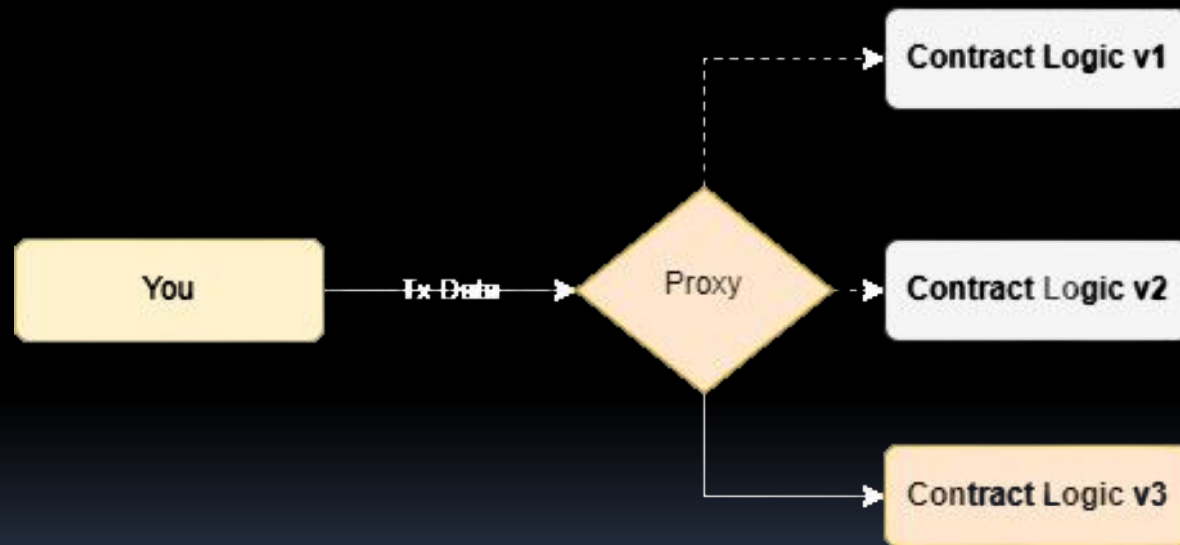
PLATYPUS

Attack was a comedy of errors:

- 1) **No transfer function** out of exploit contract, funds trapped there
- 2) Second attempt sent **US\$380k** to Aave
- 3) Flash loan function contained a callback with **no access control** – callback hardcoded **USDC approval** to a proxy

Interlude: Proxies 101

When a contract is **proxy upgradeable**, this is how a transaction flows:



Proxy contains a slot for a **mutable** address pointing at the **current** implementation (it self-maintains state via **DELEGATECALL**)

Platypus Finance



Counter-exploit was 'simple':

- 1) **Upgrade** proxy implementation to a new contract that can **move tokens**
- 2) **Invoke** the flash loan callback, **forcing** exploit contract to approve USDC
- 3) **Seize** the approved 2,403,762 USDC

Because Of The Implications

This was a slick **partial** recovery, but it brings up **two consequences** that are going to become increasingly important:

- A) Developer teams have ***always*** had this power ***if*** using a proxy implementation
- B) Given the above, what happens when a court of law **demand**s a contract upgrade for some purpose or another?

Gifts From My Overlords

Today's talk is sponsored by Raid Shadow Legends, one of the biggest mobile role-playing games of 2019 and it's totally free! Currently almost 10 million users have joined Raid over the last six months, and it's one of the most impressive games in its class with detailed models, environments and smooth 60 frames per second animations! All the champions in the game can be customized with unique gear that changes your strategic buffs and abilities! The dungeon bosses have some ridiculous skills of their own and figuring out the perfect party and strategy to overcome them's a lot of fun!

Currently with over 100,000 reviews, Raid has almost a perfect score on the Play Store! The community is growing fast and the highly anticipated new faction wars update is now live! You might even find my squad out there in the arena! It's easier to know when a new player program for new players you get a new daily login reward for the first 90 days that you play in the game! So what are you waiting for? Go to the video description, click on the special links and you'll get 50,000 silver and a free epic champion as part of the new player program to start your journey! Good luck and I'll see you there!

Summer
Jump × ~~Oasis~~



Wormhole bridge attack of February 2022 stole 120,000 ETH worth of collateral

Jump (market-maker) plugged the shortfall within 24 hours: valued at over US\$320m

Funds moved around various protocols for the next year, eventually settling in **Oasis** vaults (**automation**-empowered leverage)



Jump × Oasis



Enabling a **stop-loss trigger** on an Oasis vault involves granting an **approval** to a contract (to buy collateral or take on debt) Wormhole exploiter **enabled** such a trigger

That contract is **proxy upgradable**, owned by the Oasis multi-sig – see the pattern?

A **whitehat** group did, and reached out to Oasis with a proof of concept

Jump × Oasis



Presumably due to concerns about the **legality** of intervening, Oasis sought – and was granted – an **injunction** from the UK High Court [Oazo Apps is UK-based]

Read: Oasis requested legal permission to facilitate an 'exploit' of its own protocol

This isn't really a counter-exploit –
Wormhole was attacked, this is a **retrieval**
at an opportune moment from *elsewhere*

Jump × Oasis



Wallet **X** added to Oasis multi-sig, which deployed new contracts for the automation proxy (and others) that handed **total control of attacker vaults** over to them

X migrated all debt and collateral from vaults to a new one, restored proxy implementations, then had power removed

Jump **sent \$80m in DAI** to X to pay off debt, and walked away with $\approx 124,000$ ETH



What Precedent Was Set?

This was a *huge* win for Jump, but they couldn't have done it without:

- having a wallet **added to the multisig**, and
- **three** Oasis key-holders **cosigning**

This was a unique set of circumstances: and Oasis explicitly sought a **legal mandate** for it

What if Jump **forced** the matter in court?

What if Oasis didn't **want** to comply?

Legal Objection In Theory

There are some in crypto who balk at the idea of a **protocol** being forced to bend the knee to an imposition from a **court**

Your options in that case are quite limited:

- Be truly **anonymous** from the start
- **Don't use** diamond proxy patterns
- **Don't use** metamorphic contracts
- Renounce all **ownership** (very limiting!)

Legal Objection In Practice

Let's keep it 700, if you're a doxxed entity and your local court demands you comply with a task in your power to perform, you're going to comply – you're very unlikely to spitefully burn access *after* an injunction

...assuming that the law you're being asked to comply with is sensible

So let's see how that's going

Illinois SB1887

Currently sitting in committee after a first reading in the **Illinois Senate**:

Creates the Digital Property Protection and Law Enforcement Act. Provides that upon a valid request from the Attorney General or a State's Attorney, made pursuant to the substantive or procedural laws of the State, a court may order a blockchain transaction for digital property or for a smart contract. Provides that a blockchain network that originates a transaction originating in the State at any time after the effective date of the Act shall process a court-ordered blockchain transaction without the need for the private key associated with the digital property or smart contract. Provides that upon a petition by the Attorney General or a State's Attorney, the court shall assess a civil penalty of between \$5,000 and \$10,000 for each day that the blockchain network fails to comply with the order.

Illinois SB1887

We can pretty much treat this bill as DOA, but this is the gist of it:

An Illinois court can demand that **any blockchain** that processes a transaction from IL must *hard-fork to force a change* (i.e. moving a balance, unwinding positions)

And 'the network' gets fined up to US\$10k per day that it **doesn't comply**

Illinois SB1887

Some thoughts:

This was hard enough to do after the DAO incident with **widespread consensus**

Shifting **native tokens** (e.g. ETH) is already tricky difficulty-wise: for a DeFi protocol this is a Herculean task: determining the state root alone would kill a Victorian child

Illinois SB1887

Who's liable for that civil penalty? Illinois validators or miners? A foundation that stewards the chain (c.f. EF)?

It beggars reason to imagine a validator being held liable for a **failure to fork** if someone gets an injunction vs Yearn: even if **all Americans** comply (42%), **not enough!**

Chain would **fail to finalise**, inactivity leak

On Externalities

We don't get to ignore the elephant in the room – **chain legitimacy** is now partially bestowed by **stablecoin redemption** support

What happens if America is forced to cleave off from the rest of the network? Tether probably sticks with canonical chain, how about **Circle**? They're as American as it gets

To steelman Ethereum, *must* we introduce more stables **at scale**? Widen the 3pool?

Can *We* Do Better?

There are better efforts at producing legal thought regarding the **obligations and responsibilities** when it comes to granting legal personality to smart contracts, along with all the implications regarding **upgrades**:

- LexDAO/LeXpunk Army
- Coalition of Legal Automated Applications
- Stanford Journal: Blockchain Law & Policy
- and many, **many others**



Closing Thoughts

“We have involved ourselves in a colossal muddle, having blundered in the control of a delicate machine, the working of which we do not understand. The result is that our possibilities of wealth may run to waste for a time – perhaps for a long time.”



– John Maynard Keynes,
The Great Slump of 1930