### PRIVATE

## **Code Assessment**

of the Perimeter Smart Contracts

February 22, 2023

Produced for



by CHAINSECURITY

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# **1 Executive Summary**

Dear Rachel,

Thank you for trusting us to help Circle with this security audit. Our executive summary provides an overview of subjects covered in our audit of the latest reviewed contracts of Perimeter according to Scope to support you in forming an opinion on their security risks.

Circle implements Perimeter, which can be used as on-chain infrastructure to facilitate the operations of loans that are secured off-chain. This includes custody and transfer of lender's funds, interest payments, and fee handling.

The most critical subjects covered in our audit are asset solvency, functional correctness, and access control. The general subjects covered are fee handling, event handling, gas efficiency, and upgradeability. Several Possible Gas Optimizations exist that would increase gas efficiency. Furthermore, the implementation of EIP-4626 can be improved: EIP-4626 Non-Compliance. All other mentioned subjects show a high level of security.

In summary, we find that the codebase provides a high level of security.

It is important to note that security audits are time-boxed and cannot uncover all vulnerabilities. They complement but don't replace other vital measures to secure a project.

The following sections will give an overview of the system, our methodology, the issues uncovered and how they have been addressed. We are happy to receive questions and feedback to improve our service.

Sincerely yours,

ChainSecurity

### **1.1 Overview of the Findings**

Below we provide a brief numerical overview of the findings and how they have been addressed.

Critical-Severity Findings	1
Code Corrected	1
High-Severity Findings	2
Code Corrected	2
Medium-Severity Findings	5
Code Corrected	4
Code Partially Corrected	1
Low-Severity Findings	7
Code Corrected	5
Specification Changed	1
Risk Accepted	1

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# **2** Assessment Overview

In this section, we briefly describe the overall structure and scope of the engagement, including the code commit which is referenced throughout this report.

### 2.1 Scope

The assessment was performed on the source code files inside the Perimeter repository based on the documentation files. The table below indicates the code versions relevant to this report and when they were received.

V	Date	Commit Hash	Note
1	01 January 2023	384571416209d08623c6ace9422613fc8970475d	Initial Version
2	17 February 2023	cc1ef9d85e085fa0fbf286037ee725e69cc62419	Second Version

For the solidity smart contracts, the compiler version 0.8.16 was chosen.

Correct handling of ERC-20 underlying tokens was only considered for **USDC** and **EUROC**.

### 2.1.1 Excluded from scope

External libraries like the OpenZeppelin contracts and contracts-upgradeable.

### 2.2 System Overview

This system overview describes the initially received version (Version 1)) of the contracts as defined in the Assessment Overview.

Furthermore, in the findings section, we have added a version icon to each of the findings to increase the readability of the report.

Circle offers a lending protocol that allows under-collateralized loans. At its core, the protocol implements an EIP-4626-compliant vault (the Pool) that can hold a single token. Tokens are whitelisted by the protocol owner and each Pool is created by a Pool Admin that manages the loans and collects fees. Lenders can deposit tokens to the Pool and receive non-transferable ERC-20 Pool Tokens. The Pool Admin uses the funds of the lenders to create loans that can optionally be collateralized on-chain with ERC-20 and ERC-721 tokens. On-chain collateralization is, however, not enforced and no liquidation mechanism is implemented. The Pool Admin can claim the collateral when a loan is defaulted and handle its liquidation as needed. The protocol is designed to work with trusted entities. For this reason, the core protocol is extended with a permission system using Verite on-chain identity management. In this permissioned version, Pool Admins, borrowers, and lenders all have to be identified by trusted verifiers who issue signatures following a certain scheme. If this scheme is accepted by the Pool, the signature can be used to get verified on this Pool.

Pool Admins issue loans to identified borrowers and negotiate the terms of the loan off-chain. The repayment of loans must be enforceable through off-chain agreements, as the smart contracts do not enforce repayment. Interest payments and the final repayment of the loan's principal happen on-chain and increase the Pool's balance, resulting in accrued interest for lenders.

If a borrower defaults on a loan, the Pool Admin can signal the default on-chain. At this point, the loan's principal is no longer counted towards the Pool's assets and results in a loss for the lenders. To ease the



danger of defaults, Pool Admins have to deposit a certain amount of tokens as first loss capital before deposits are activated. These tokens are used to compensate users in case of a default.

Lenders wishing to withdraw their tokens have to request a withdrawal first. Withdrawal requests are periodically served, but only a certain amount becomes available per period depending on the settings the Pool Admin has created the Pool with.

### 2.2.1 Contracts

The following sections discuss the contracts in detail:

#### ServiceConfiguration

The main contract defining all protocol-wide settings and roles is called ServiceConfiguration. It is operated by the deployer of the Perimeter protocol and implements pausing functionality, token whitelisting, First Loss handling, and LoanFactory verification.

The ServiceConfiguration also defines a protocol fee but it is set to 0 and never used.

#### Factories

The contracts are typically deployed by factories (except ServiceConfiguration and ToSAcceptanceRegistry) as Beacon Proxies. The Factories store the address of the Beacon implementation. Some Factories (e.g., the LoanFactory) also store the addresses of created contracts for verification purposes.

#### Vault

Vaults are simple contracts that hold tokens. These tokens can then be transferred out by the owner of the contract using the methods withdrawERC20 and withdrawERC721. Different Vaults are created upon initialization of the base contracts:

- firstLossVault is owned by the PoolController and contains the funds for first loss protection.
- collateralVault holds the posted collateral of a Loan.
- fundingVault contains the tokens that can be withdrawn by a borrower of a Loan.
- feeVault receives the Service and Origination fees that can be withdrawn by the Pool Admin.

#### Loan

A Loan is created by the LoanFactory. It encapsulates the settings and vaults for a single Loan catered to a single borrower. This loan can have one of two types:

- 1. Fixed: A Fixed Loan has a pre-determined end date. Principal can be paid back earlier but the interest over the whole period has to be paid back completely nonetheless. To start the Loan, the borrower has to withdraw the full principal amount.
- 2. Open: An Open Loan can be paid back at any time. It can also be called back by the Pool Admin at any time. The borrower is not required to withdraw the full Loan amount and can pay back parts of the Loan amount during the runtime. The interest payments are, however, not reduced by this behavior. The Pool Admin callback functionality is not currently implemented. A Callback can be signaled on-chain but must be enforced off-chain (or by marking the Loan as defaulted).

A created Loan runs through different stages:

- 1. Requested: After Loan creation, the Loan is in this stage awaiting funding from the Pool. At this stage, the borrower can call cancelRequested to cancel the loan issuance.
- 2. Canceled: Non-active loans can be canceled to reach this stage.
- 3. Collateralized: This optional stage is reached after the borrower either deposits ERC-20 tokens via postFungibleCollateral or ERC-721 tokens via postNonFungibleCollateral as collateral in the Requested stage. The functions can also be used in later stages to add or

increase a collateral position. The loan can still be canceled by the borrower in this stage, but only after a certain timestamp (dropDeadTimestamp) has been reached. This is done by calling cancelCollateralized. Collateral is kept in the Loan's collateralVault.

- 4. Funded: To reach this stage, the Pool Admin calls fundLoan in the PoolController (explained later) with the Loan address as argument. If the associated Pool holds enough funds, the principal is transferred to the Loan's fundingVault. Funded Loans can be canceled either by the borrower or by the Pool Admin (in (Version 2), the Pool Admin can only call this function via the PoolController) using cancelFunded. In both cases, the dropDeadTimestamp has to be reached.
- 5. Active: As soon as the borrower calls drawdown on a Funded Loan, this stage is reached. From this point on, the borrower owes interest payments in fixed intervals that can be paid using the completeNextPayment function. Active Loans can not be canceled anymore.
- 6. Matured: The borrower can call completeFullPayment and pay back the principal plus any interest that has not been paid yet. In the case of a Fixed Loan, this includes all future payments until the end date of the Loan. In case of an Open Loan, this includes the part of the current payment from period start to the current timestamp.
- 7. Defaulted: If a borrower does not pay interest in time, the Pool Admin has the possibility of defaulting the Loan on-chain by calling defaultLoan in the PoolController. Performing this action lies at the sole discretion of the Pool Admin and cannot be reversed. If the Loan enters this stage, the outstanding principal is removed from the Pool's assets and lenders incur a loss.

When a loan reaches the Canceled or Matured stage, the borrower is allowed to withdraw the posted collateral. If it reaches the Defaulted stage, the Pool Admin can withdraw the collateral instead. Both use the function claimCollateral for this purpose (in Version 2), the Pool Admin can only call this function via the PoolController.).

For Open Loans, three additional functions are used:

- paydownPrincipal can be used by the borrower to repay some of the principal during the Loan runtime.
- reclaimFunds can be used by the Pool Admin to transfer principal of an Open Loan that has not been drawn down or was repaid early back to the Pool. If an Open Loan has been defaulted, the Pool Admin also has to call this function to ensure that all funds return to the Pool. If an Open Loan has matured but some funds have not been drawn down before, the funds also have to be sent back manually by the Pool Admin. In (Version 2), this function is only callable by the PoolController.
- markCallback can be used by the Pool Admin to signal on-chain that the Loan has been recalled. In (Version 2), this function is only callable by the PoolController.

A Loan can only be repaid by the borrower's address. If the borrower loses their keys, they will have to send the missing funds to the Pool Admin that can deposit the amount to the firstLossVault and then default the Loan.

#### Pool

A Pool is created by the PoolFactory with various settings including the fee percentages, the underlying token (whitelisted by the ServiceConfiguration), and the Withdraw Gate (explained below). Corresponding PoolController and WithdrawController are created and associated with the Pool. The creator is set as the Pool Admin in the PoolController. This privilege cannot be transferred to another address.

The Pool implements all EIP-4626 functions and some additional functions that have been derived from the standard:

- deposit / mint allow lenders to transfer funds to the protocol in exchange for Pool Tokens (shares).
- requestRedeem / requestWithdraw allows lenders to create withdrawal requests for their assets that can be redeemed after some time.

- cancelRedeemRequest / cancelWithdrawRequest allows lenders to abort running withdrawal requests. This is only possible for assets that have not been marked as withdrawable yet.
- withdraw / redeem allow lenders to redeem assets that have been marked as withdrawable after a withdrawal request.
- In Version 2), the Pool Admin can withdraw fees with the function withdrawFeeVault.

The Pool also offers a snapshot function that allows any user to update withdrawal snapshots when a new period is started. This is needed to ensure snapshots can be generated even when no other interactions happen on the contracts for a longer duration.

#### PoolController

Each Pool creates a PoolController on initialization. The Pool Controller allows a Pool Admin to manage the associated Pool. The Pool Controller handles the life-cycle of the Pool with the following stages:

- Initialized: In this stage, the Pool Admin can change most of the Pool settings except the First Loss amount and Withdraw Request duration.
- Active: By calling depositFirstLoss and transferring the First Loss amount to the firstLossVault, the Pool Admin can activate the Pool. In this stage, Loans can be funded using fundLoan and defaulted using defaultLoan. More First Loss tokens can also be transferred.
- Closed: Each Pool has an end date. As soon as this date is reached, the Closed stage is automatically reached. In this stage, the Withdraw Gate is automatically set to 100% and the Withdraw Period duration is set to 1 day (or less, if it was less before) allowing users to withdraw all of their funds at once, given that the funds are already available (i.e., all Loan principals have been paid back). If all Loans have been paid back, the Pool Admin can now also call withdrawFirstLoss to get the First Loss amount (and possible accrued First Loss Fees) back.

Using claimFixedFee, the Pool Admin can also periodically withdraw a fee that is taken directly from the Pool funds.

#### WithdrawController

Each Pool creates a WithdrawController. It encapsulates the state of withdrawal requests and all associated data like snapshots. State-changing functions are only callable by the Pool and are used for snapshotting, requesting withdrawals, and actual withdrawals.

#### VeriteAccessControl

VeriteAccessControl is an abstract contract that is used to verify Verite signatures. For this purpose, the admin of the contract can add and remove trusted verifiers whose signatures are accepted as verification proof. This is done using the functions addTrustedVerifier and removeTrustedVerifier. The admin can also enable or disable accepted Verite schemas (JSON representations of what is verified. These include at least an attribute and a URL to the process used) using addCredentialSchema and removeCredentialSchema.

Users with a valid Verite signature that has been issued by one of the trusted verifiers using one of the allowed schemas can call verify to get a verification entry. The isAllowed function of the contract now returns true for their address. Once verified, verifications are checked on each interaction with the permissioned contracts as they are only valid for a limited time.

#### ToSAcceptanceRegistry

The ToSAcceptanceRegistry allows any user to accept a given terms-of-service URL on-chain by calling acceptTermsOfService. The terms-of-service URL can be updated by the protocol operators using updateTermsOfService.

#### PoolAccessControl

The PoolAccessControl is used for both lenders and borrowers to be verified for the permissioned part of the protocol. It extends the VeriteAccessControl with a ToSAcceptanceRegistry. Only



after accepting the terms, users can verify themselves. Additionally, it allows the Pool Admin to allow certain addresses without using the Verite system by calling allowParticipant.

#### PoolAdminAccessControl

The PoolAdminAccessControl contract is used for Pool Admins to be verified for the permissioned part of the protocol. It extends VeriteAccessControl with a ToSAcceptanceRegistry. Only after accepting the terms, Pool Admins can verify themselves.

#### **Permissioned Contracts**

The following extensions exist for the permissioned part of the protocol:

- PermissionedPool allows access to some of its state-changing functions only for lenders verified in the PoolAccessControl contract created upon initialization.
- PermissionedLoan allows access to some of its state-changing functions only for borrowers verified in the PoolAccessControl contract of the corresponding Pool.
- PermissionedServiceConfiguration exposes a new field that returns a PoolAdminAccessControl instance.
- PermissionedPoolController allows access to its state-changing functions only for Pool Admins verified in the PoolAdminAccessControl contract returned by the associated ServiceConfiguration.

Lenders and borrowers are verified through the same contract. Therefore, each lender can also be a borrower and vice-versa.

### 2.2.2 Snapshot algorithm

A crucial part of the protocol is the snapshot algorithm that is handled by the WithdrawController. Withdrawal requests are handled in the following manner:

- The runtime of a Pool is divided into periods of equal length.
- A withdrawGate is set upon Pool creation (e.g., 25%) that determines how many tokens of the currently available tokens (balance of the Pool minus assets that have already been marked as withdrawable) can be withdrawn in each period.
- A user can perform withdrawal requests up to the full amount of shares they possess.
- In the period following a withdrawal request, the shares become eligible for withdrawal. The eligible shares of all users combined are evaluated against the current assets and the withdrawGate and a portion is marked as redeemable. These shares can now be withdrawn by each user.
- If not all eligible shares become redeemable in a period, they will be evaluated again in the next period.
- Redeemable shares have a fixed exchange rate for assets that is determined at the end of a period. At this point, the shares are not accruing any more yield. This rate can differ from the rate during the withdrawal request as Loan payments still might arrive before the period ends.

Because withdrawal requests are likely scattered over different periods and can also be redeemed after an arbitrary number of periods, Circle developed an algorithm that allows to calculate a single user's redeemable shares at any period in constant time. This is achieved in the following way:

- Each withdrawal request is added to a global state.
- At the beginning of each period, the ratio of eligible shares to shares that become redeemable is calculated in this global state.
- This ratio is stored in a snapshot in a way that allows the application of ratios from multiple periods at once to a user withdrawal request when it is necessary (e.g., on another withdrawal request or an actual withdrawal).

This is illustrated by the following formula:

ratio1 + (1 - ratio1) \* ratio2 + (1 - ratio1) \* (1 - ratio2) \* ratio3 + ...

ratio1 indicates the ratio in period 1 etc. (in period 0, the ratio is 0 as no eligible shares are available yet). Each period, the previous part of the formula is saved into a snapshot:

```
Period 1: ratio1
Period 2: ratio1 + (1 - ratio1) * ratio2
Period ratio1 + (1 - ratio1) * ratio2 + (1 - ratio1) * (1 - ratio2) * ratio3
...
```

Additionally, the factor of the current period's ratio is saved separately:

Period 1: 1
Period 2: (1 - ratio1)
Period 3: (1 - ratio1) \* (1 - ratio2)
...

Sums converge to 1 RAY (i.e., 1e27) and factors converge to 0. As soon as the factor hits 0, it is reset to 1 RAY. At this point, the sums will start to converge to 2 RAY.

To apply all ratios of the periods from when a withdrawal request was created up until the current period, multiply the eliaible shares with we can of the current + of the starting and sum period sum period divide the result by factor of the starting period. For example:

```
ratio1 = 0.5
ratio2 = 0.25
ratio3 = 0.5
ratio1 + (1 - ratio1) * ratio2 + (1 - ratio1) * (1 - ratio2) * ratio3 = 0.8125
```

If we want to find the redeemable shares in period 3 for 500 shares that were requested in period 1, we calculate: (500 \* (0.8125 - 0.5)) / 0.5 = 312.5

The same can be achieved (but not in constant time) by applying the ratio for each period to the eligible shares:

- Period 1: Withdrawal request performed.
- Period 2: 500 eligible shares \* 0.25 = 125. 375 eligible shares remain, 125 shares are now redeemable.
- Period 3: 375 eligible shares \* 0.5 = 187.5. 187.5 eligible shares remain, 312.5 shares are now redeemable.

Additionally, each snapshot contains the period sums with the assets <-> shares exchange rate factored in so that the amount of withdrawable assets can also be easily calculated.

In Version 2), the described algorithm has been replaced: The ratio of each period is now directly stored in the period's snapshot. To bring user states up to date, eligible shares have to be multiplied with the ratio of each period between the last snapshot period the state was changed and the current period. Users have to manually update their states to be able to create further withdrawal requests or use all of their redeemable shares.

### 2.2.3 Fees

Perimeter defines a wide array of different fees to accommodate most use cases:



- First Loss Fee: This fee is set on the protocol level and is taken as a percentage of Loan payments. It is used to cover losses of defaulted loans. After a Pool has closed, the Pool Admin will receive these fees if they have not been used to cover.
- Service Fee: This fee is chosen by the Pool Admin for a given Pool and taken as a percentage of Loan payments. It is sent to the feeVault for later collection by the Pool Admin.
- Origination Fee: This fee is set for each Loan individually and is taken as a percentage of the Loan principal and paid on top of an interest payment. It is calculated for each year of the Loan duration and sent to the feeVault for later collection by the Pool Admin.
- Late payment Fee: This fee is a constant fee set for each Loan individually and is charged when a payment has not been made in time. In (Version 1), it is sent to the Pool.
- **Request Fee**: This fee is taken on each withdrawal request and is a percentage of the shares that are requested. The shares are burnt.
- Request Cancellation Fee: This fee is taken on each withdrawal cancellation request and is a percentage of the shares that are canceled. The shares are burnt.

### 2.2.4 Roles & Trust Model

Internally, four different roles are defined:

- DEFAULT\_ADMIN\_ROLE is assigned to the address that deploys the ServiceConfiguration. This address can then assign the remaining three roles freely.
- OPERATOR\_ROLE: Operators can update various data in the ServiceConfiguration, including the whitelisted tokens, minimum First Loss and the First Loss Fee, as well as valid Loan Factories and Terms-Of-Service Registries. In the permissioned case, Operators can also set up the PoolAdminAccessControl for verification of Pool Admins.
- PAUSER\_ROLE: Accounts assigned to this role can pause and unpause all the contracts created with the given ServiceConfiguration instance.
- DEPLOYER\_ROLE: Deployers can upgrade all contracts created with the given ServiceConfiguration instance.

Circle claims that the Deployer role will be maintained only for critical security upgrades and might be discarded sometime in the future. New feature upgrades will be deployed using a set of new Factory contracts and implementations.

Using the PoolFactory, anyone can create a new Pool. Using the PermissionedPoolFactory, Verite verified users can create a new Pool. The Pool deployer automatically becomes the Pool Admin of the Pool. This role cannot be transferred to another account and comes with a set of enormous privileges that require full trust. Pool Admins can...

- ... set and change fees, including the fixed fee that allows them to directly retrieve any amount of funds out of the Pool.
- ... set the withdrawGate, allowing them to completely close withdrawals in active Pools.
- ... adjust the Pool Capacity, allowing them to disable deposits at any time.
- ... move the Pool end date to a prior date.
- ... withdraw the first loss amount after a Pool has closed and all Loans have ended.
- ... fund any Loan with the available resources in the Pool.
- ... default any loan on-chain.
- ... cancel Funded Loans after the dropDeadTimestamp has been reached.
- ... claim collateral of a Loan after it has defaulted.
- ... reclaim funds of Open Loans to the Pool.

Most notable is the ability of a Pool Admin to issue loans arbitrarily, theoretically allowing them to drain a Pool's funds and keep the tokens, as well as marking a Loan as defaulted and claiming the collateral.

If a Pool Admin loses their keys, on-chain defaults are not possible anymore which results in users not receiving First Loss in case a Loan is defaulted. Open Loan amounts that have not been withdrawn can also not be sent back to the Pool with Loan.reclaimFunds.

For this reason, Pool Admins have to be completely trusted. Circle, therefore, claims to have plans to deploy only the permissioned contracts on Mainnet in order to be able to verify the identity of Pool Admins thoroughly.

# 3 Limitations and use of report

Security assessments cannot uncover all existing vulnerabilities; even an assessment in which no vulnerabilities are found is not a guarantee of a secure system. However, code assessments enable the discovery of vulnerabilities that were overlooked during development and areas where additional security measures are necessary. In most cases, applications are either fully protected against a certain type of attack, or they are completely unprotected against it. Some of the issues may affect the entire application, while some lack protection only in certain areas. This is why we carry out a source code assessment aimed at determining all locations that need to be fixed. Within the customer-determined time frame, ChainSecurity has performed an assessment in order to discover as many vulnerabilities as possible.

The focus of our assessment was limited to the code parts defined in the engagement letter. We assessed whether the project follows the provided specifications. These assessments are based on the provided threat model and trust assumptions. We draw attention to the fact that due to inherent limitations in any software development process and software product, an inherent risk exists that even major failures or malfunctions can remain undetected. Further uncertainties exist in any software product or application used during the development, which itself cannot be free from any error or failures. These preconditions can have an impact on the system's code and/or functions and/or operation. We did not assess the underlying third-party infrastructure which adds further inherent risks as we rely on the correct execution of the included third-party technology stack itself. Report readers should also take into account that over the life cycle of any software, changes to the product itself or to the environment in which it is operated can have an impact leading to operational behaviors other than those initially determined in the business specification.

# 4 Terminology

For the purpose of this assessment, we adopt the following terminology. To classify the severity of our findings, we determine the likelihood and impact (according to the CVSS risk rating methodology).

- Likelihood represents the likelihood of a finding to be triggered or exploited in practice
- Impact specifies the technical and business-related consequences of a finding
- Severity is derived based on the likelihood and the impact

We categorize the findings into four distinct categories, depending on their severity. These severities are derived from the likelihood and the impact using the following table, following a standard risk assessment procedure.

Likelihood	Impact		
	High	Medium	Low
High	Critical	High	Medium
Medium	High	Medium	Low
Low	Medium	Low	Low

As seen in the table above, findings that have both a high likelihood and a high impact are classified as critical. Intuitively, such findings are likely to be triggered and cause significant disruption. Overall, the severity correlates with the associated risk. However, every finding's risk should always be closely checked, regardless of severity.

# 5 Findings

In this section, we describe any open findings. Findings that have been resolved have been moved to the Resolved Findings section. The findings are split into these different categories:

- Design: Architectural shortcomings and design inefficiencies
- Correctness: Mismatches between specification and implementation

Below we provide a numerical overview of the identified findings, split up by their severity.

Critical-Severity Findings	0
High-Severity Findings	0
Medium-Severity Findings	1
• EIP-4626 Non-Compliance Code Partially Corrected	

Low-Severity Findings

ToS Acceptance Registry Update Risk Accepted

### 5.1 EIP-4626 Non-Compliance

Correctness Medium Version 1 Code Partially Corrected

A Pool implements the EIP-4626 Tokenized Vaults standard. Some code parts are, however, not fully compliant with the standard as can be seen in the following list:

- convertToAssets and convertToShares revert when PoolLib.isSolvent returns false. This is in violation of the requirement MUST NOT revert unless due to integer overflow caused by an unreasonably large input.
- maxDeposit and maxMint revert on totalAvailableAssets > poolMaxCapacity which violates the rule MUST NOT revert.
- maxDeposit, maxMint, maxWithdraw and maxRedeem do not return 0 when the Pool is paused. This behavior is not allowed under the MUST factor in both global and user-specific limits, like if deposits are entirely disabled (even temporarily) it MUST return 0 requirement.
- withdraw and redeem require the owner parameter to be equal to msg.sender. This makes the scheme required by the rule MUST support a withdraw flow where the shares are burned from owner directly where msg.sender has EIP-20 approval over the shares of owner. not possible.
- The first parameter of the events Withdraw and Deposit is named caller while the standard requires it to be named sender.
- PermissionedPool.maxWithdraw and maxRedeem are not checking permissions. Since permissions can invalidate after some time, the functions violate the requirement **MUST factor in both global and user-specific limits**.

#### Code corrected:

- maxDeposit and maxMint no longer revert on underflow.
- maxDeposit, maxMint, maxWithdraw and maxRedeem now return 0 when the Pool is paused.
- The Withdraw and Deposit are now emitted with the correct parameter naming.

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• PermissionedPool.maxWithdraw and maxRedeem are now correctly checking permissions.

#### Code not corrected:

• withdraw and redeem still don't support EIP-20 approval for owner.

#### **Risk accepted:**

Circle accepts the risk of the convertToAssets and convertToShares non-compliance, stating:

We implemented nearly all the changes recommended in the finding, except for the convertToAssets()/shares() functions reverted on Pool insolvency. Since that's essentially a terminal state for the Pool, and the code change being non-trivial, we opted to leave it as-is.

### 5.2 ToS Acceptance Registry Update Design Low Version 1 Risk Accepted

PoolAccessControlFactory.create sets the tosAcceptanceRegistry in the newly created PoolAccessControl contract from the value in ServiceConfiguration. This value cannot be updated anymore. The value, however, can be updated in ServiceConfiguration. In PermissionedPool, the poolAccessControl address cannot be updated either. This means, if the TosAacceptanceRegistry ever changes to a new address, permissioned pools can only be updated by updating the beacon implementation of all PoolAccessControl instances.

#### **Risk accepted:**

Circle accepts the risk with the following statement:

We have no plans to introduce separate ToS Acceptance Registries, so it feels premature to build around that right now. We accept the risk given that in a worst-case scenario, we could upgrade PoolAccessControl contracts to point to a new registry if needed.

# 6 Resolved Findings

Here, we list findings that have been resolved during the course of the engagement. Their categories are explained in the Findings section.

Below we provide a numerical overview of the identified findings, split up by their severity.

Critical-Severity Findings	1
cancelFunded Counts Assets Twice Code Corrected	
High-Severity Findings	2
Withdrawal DoS Code Corrected	
feeVault Stuck Funds Code Corrected	
Medium-Severity Findings	4
Full Cancel Request Not Possible Code Corrected	
Late Fees Do Not Go to First Loss Vault Code Corrected	
Missing Permission Checks Code Corrected	
paymentDueDate Updated After Last Payment Code Corrected	
Low-Severity Findings	6
Callback State Not Used Code Corrected	
Inconsistent State After Withdrawal Cancellation Code Corrected	
Missing Sanity Checks Code Corrected	
Pool Tokens Not Transferable Specification Changed	
completeFullPayment Return Value Code Corrected	

onlyPoolAdmin Modifier Code Corrected

### 6.1 cancelFunded Counts Assets Twice Correctness Critical Version 1 Code Corrected

Loan.cancelFunded does not call Pool.onLoanPrincipalReturned.

This means that outstandingPrincipals will not be reduced by the loan amount and the loan will be counted twice in totalAssets.

This will increase the value of a pool share, allowing lenders to withdraw more assets than they deposited, leading to the Pool becoming insolvent.

#### Code corrected:

S

LoanLib's returnCanceledLoanPrincipal now calls Pool.onLoanPrincipalReturned.

### 6.2 Withdrawal DoS

#### Correctness High Version 1 Code Corrected

The snapshot algorithm creates snapshots in each period containing aggregation sums and differences (as pointed out in the System Overview). Over time, the sums converge to 1 RAY while the differences converge to 0. When the difference hits the 0 value, it is set to 1 RAY resulting in the whole process starting from the beginning (the sums now converge to 2 RAY).

As the difference converges to 0, rounding errors intensify. If the difference is exactly 1, rounding errors approach 100%: Eligible shares in the global state are converted to redeemable shares according to the withdraw gate, while in the user state, no eligible shares are converted at all.

In the next call to WithdrawController.simulateSnapshot, the user's eligible shares are then multiplied by the difference between the aggregation results (in RAY), multiplied with 1 RAY, divided by 1 and then divided by 1 RAY, leaving a number for redeemable shares that is orders of magnitude higher than the actual requested shares of the user:

```
uint256 sharesRedeemable = withdrawState.eligibleShares.mul(
    endingSnapshot.aggregationSumRay - offsetSnapshot.aggregationSumRay
);
sharesRedeemable = sharesRedeemable
   .mul(offsetSnapshot.aggregationDifferenceRay > 0 ? PoolLib.RAY : 1)
   .div(
      offsetSnapshot.aggregationDifferenceRay > 0
        ? offsetSnapshot.aggregationDifferenceRay > 0
        .i 1
        )
        .div(PoolLib.RAY);
```

The function then reverts on buffer underflow in the following section:

withdrawState.eligibleShares -= sharesRedeemable;

All functions (including Pool.withdraw) that calculate the user's withdrawal state will revert from this point on.

This issue can be exploited by an attacker, with low cost:

To achieve a difference of exactly 1, an attacker has to perform a few withdrawal requests with amounts below the withdrawal gate. The decimals of the amounts used in the request must sum up to 27 (the decimals of RAY). Depending on the withdrawal gate and the deposited amounts, a difference of 1 can be achieved in a few (~three) withdraw periods. The next withdrawal in any following period will result in at least one user being unable to withdraw. All users performing withdrawal requests in the same period will be affected. Withdrawal requests in the following periods will work as expected again.

Consider the following example:

- The withdrawal gate is 25%.
- The token has 6 decimals.
- User 1 deposits 40,000 tokens.
- User 2 deposits 40,000 tokens.
- An attacker deposits 20,010 tokens.
- In period 1, the attacker requests a withdrawal of 10,000 tokens.
- In period 2, the attacker requests a withdrawal of 10,000 tokens.
- In period 3, the attacker requests a withdrawal of 10 tokens minus 2 wei.

- The attacker withdraws their whole balance.
- A few periods pass without any interaction.
- In period 10, user 1 requests a withdrawal of 40,000 tokens.
- In period 11, user 1 still has 0 withdrawable assets due to the rounding error.
- Starting from period 12, interactions with the contracts revert for user 1.
- In period 12, user 2 can request a withdrawal and everything works out as expected.

The attacker has performed a DoS attack on a subset of the protocol's users for a low cost: They paid only the gas fees and the pool's request fees. If User 2 had also tried to withdraw in period 10, their funds would be stuck too. If the attacker performs the attack in the last period before the end date of the pool, chances are high that a large amount of users are affected as they try to withdraw immediately after the pool closes. The attacker could repeat the attack by depositing again and making more withdrawal requests.

#### Code corrected:

The snapshot algorithm has been replaced by a mechanism that saves the conversion rates of eligible shares to redeemable shares individually. Users that want to request a withdrawal (or cancel requested shares) are now required to manually update their state by calling claimSnapshots if their last action was performed in a past period and their current state contains some eligible shares.

### 6.3 feeVault Stuck Funds

Correctness High Version 1 Code Corrected

Pool.initialize creates a feeVault. The owner of the Vault is set to the Pool. Only the owner can withdraw funds from the Vault.

As Pool does not contain any function that withdraws from the feeVault, any funds sent to it will be stuck.

#### Code corrected:

A function withdrawFeeVault has been added to the Pool, which can be called by the Pool Admin through the PoolController to withdraw from the Fee Vault.

### 6.4 Full Cancel Request Not Possible

#### Correctness Medium Version 1 Code Corrected

A discrepancy between Pool.maxRequestCancellation and cancelRedeemRequest / cancelWithdrawRequest leads to users not being able to cancel all of their requested (but not yet redeemable) shares. Consider the following example:

- A user holds 500 shares on a Pool.
- Request fee is 0% and request cancellation fee is 10%.
- The user requests a withdraw for 500 shares. His requested shares are now 500.
- The user now decides to cancel the full withdrawal request.
- maxRequestCancellation returns 450.

- The user calls cancelRedeemRequest with 450 shares.
- 45 shares are burned, 450 shares are removed from the withdrawal request.
- 5 tokens remain in the withdrawal request because the mentioned functions calculate fees in a different way.

#### Code corrected:

PoolLib.calculateMaxCancellation now returns all requested / eligible shares (ignores fees). When executing the cancellation, fees are burned, and then the requested amount is deducted from the withdrawal state.

### 6.5 Late Fees Do Not Go to First Loss Vault Correctness Medium (Version 1) Code Corrected

The late payment fees are supposed to be a fixed amount that goes to the first loss vault.

However, they are instead paid to the Pool in completePayment.

Additionally, the documentation incorrectly states that "Late fees are [...] a percent of the payment amount on interest." This is incorrect, as late fees are a fixed amount. In particular, if multiple late payments are made at once using completeFullPayment(), the fee is only charged once.

#### Code corrected:

Late Payment Fees are now transferred to the First Loss Vault instead of the Pool.

### 6.6 Missing Permission Checks

#### Correctness Medium Version 1 Code Corrected

Contracts in the permissioned directory extend the base contracts by adding permission checking using the Verite protocol. This is done by overriding dummy modifiers of the base contracts. As Verite identities can expire, permissions have to be checked on each interaction. This is, however, not enforced in all parts of the base contracts:

- Loan.cancelFunded does not check borrower and admin permissions.
- Loan.claimCollateral does not check borrower and admin permissions.
- Loan.reclaimFunds does not check admin permissions.

#### Code corrected:

Loan and PoolController have been refactored. The Pool Admin now only interacts with the Loan via the PoolController, which enforces permissioning. It was clarified that permissions should not be checked for the borrower on Loan.cancelFunded.

### 6.7 paymentDueDate Updated After Last Payment Correctness Medium Version 1 Code Corrected

The paymentDueDate in Loan is updated after the last payment made through completeNextPayment. This is incorrect as the loan should end in the period of the last payment. The final paymentDueDate is one period after the loan end date. Repayment of principal within this period will not be considered late, meaning there will be no late fee charged even though there should be.

#### Code corrected:

paymentDueDate is now only incremented if paymentsRemaining is larger than zero.

### 6.8 Callback State Not Used

Design Low Version 1 Code Corrected

The LifeCycleState enum contains the Callback state. This state is never used, as callbacks are not enforced on-chain in the current version.

#### Code corrected:

The Callback state has been removed.

# 6.9 Inconsistent State After Withdrawal Cancellation

Correctness Low Version 1 Code Corrected

WithdrawController.performRequestCancellationperformsaPoolLib.calculateWithdrawStateForCancellation update on both the requesting user's stateand the global state. The function first tries to match all requested shares before matching eligibleshares. If multiple users have open requested shares, the values differ between global and user state.This leads to an inconsistency: If the user's cancellation request removes eligible shares, the global statewill have more requested shares removed. Consider the following example:

- User 1 has requested 500 shares and 500 shares are already eligible.
- User 2 has requested 500 shares and 500 shares are already eligible.
- The global state, therefore, has 1000 requested shares and 1000 eligible shares.
- User 1 now cancels 1000 shares.
- 0 requested shares and 1000 eligible shares remain in the global state.
- 500 requested shares and 500 eligible shares remain in user 2's state.

As soon as a new period starts, the data matches again.

While we have found no issues arising from this inconsistency, third party protocols might rely on the data.

#### Code corrected:

The changes in user state are now saved in memory, so that an equal amount can be removed from the global state.

### 6.10 Missing Sanity Checks

#### Correctness Low Version 1 Code Corrected

The following checks are not performed, leading to misconfiguration possibilities:

- LoanFactory.createLoan allows the creation of a Loan that does not match the liquidityAsset of its Pool.
- PoolFactory.createPool does not check that serviceFeeBps is lower than 10,000.
- Pool.redeem does not revert with an error message when maxRedeem is reached (as opposed to Pool.withdraw).
- VaultFactory.createVault does not revert with error when beacon implementation is not set.
- WithdrawControllerFactory.createController does not revert with error when beacon implementation is not set.

#### Code corrected:

All aforementioned problems have been resolved.

### 6.11 Pool Tokens Not Transferable

#### **Correctness Low Version 1 Specification Changed**

The \_beforeTokenTransfer() function of Pool has been overwritten to disallow token transfers.

This is a mismatch with the specification, which states:

Pool Tokens are transferable, but to redeem the token back the new Pool Token holder will still need to comply with the pool's lender access requirements.

#### **Specification changed:**

The documentation has been updated to clarify that Pool Tokens should not be transferable.

## 6.12 completeFullPayment Return Value

Correctness Low Version 1 Code Corrected

Loan.completeFullPayment returns payment even when a different amount has been paid.

#### Code corrected:

The return values for both completeFullPayment and completeNextPayment have been removed. Circle stated that an event may be added in a future version to support easier off-chain accounting.

# 6.13 onlyPoolAdmin Modifier

Design Low Version 1 Code Corrected

In Loan, all Pool Admin functions are accessed through the PoolController, except reclaimFunds and markCallback. For these, the onlyPoolAdmin modifier is used which allows the Pool Admin to call the Loan contract directly. The interface is not consistent.

#### Code corrected:

The functions reclaimLoanFunds, claimLoanCollateral, cancelFundedLoan and markLoanCallback have been refactored so that they can only be accessed through the PoolController.

# 7 Informational

We utilize this section to point out informational findings that are less severe than issues. These informational issues allow us to point out more theoretical findings. Their explanation hopefully improves the overall understanding of the project's security. Furthermore, we point out findings which are unrelated to security.

### 7.1 Events Could Be More Informative

#### Informational Version 1

This is a collection of events that could benefit from containing more information. The list contains examples and is non-exhaustive:

- PoolController emits the PoolSettingsUpdated event. This event is emitted by 4 different functions and contains no information about which values were changed or what the old and new values are.
- PoolLib emits the FirstLossApplied event. It contains the loan address and firstLossRequired. However, it does not contain the outStandingLoanDebt. This means the event is not sufficient to know whether the firstLoss vault had sufficient funds to cover the defaulted loan or if the loss was socialized among lenders.
- Some setters (e.g., ServiceConfiguration.setPaused) emit events even when the value of the respective storage variable is not changed.
- Pool.\_performRedeemRequest emits an event with shares and assets. The amount of assets, however, is non-conclusive at this point, since it can be higher if another loan repayment occurs before the period ends.

### 7.2 Inconsistent Naming

Informational Version 1

Pool contains multiple functions that are called by PoolController. Their naming, however, does not seem to follow a common scheme. For example, PoolController.defaultLoan calls Pool.onDefaultedLoan, while PoolController.fundLoan calls Pool.fundLoan.

### 7.3 Missing Events

#### Informational Version 1)

Some events are missing. We list some examples here. Note that this list may be incomplete:

- markCallback() is used to have on-chain evidence of the timestamp at which a callback of an open loan was initiated. Currently this only sets a storage variable, but does not emit an event.
- ILoan defines the LifeCycleStateTransition event. It is only emitted in Loan.markDefaulted. The event is missing in all other functions of Loan that change the Lifecycle State. Note that IPool also defines an event with the same name, which may be confusing.
- The PoolAccessControlFactory does not emit an event when a proxy is created, the other factories do.
- The PoolSettingsUpdated event in PoolLib exists but is never emitted.

### 7.4 Possible Gas Optimizations

#### Informational Version 1

The following code parts can be optimized for gas efficiency. The list is non-exhaustive:

- Redundant storage reads are performed in various places, for example:
  - Loan.postFungibleCollateral (as well as many other functions in Loan) possess the actual value of \_state (because it has just been written) and still return the state by reading from storage.
  - Loan.fund loads the \_state two times in a row from storage.
- Redundant storage writes are also performed in various place, for example:
  - Loan.postFungibleCollateral writes to \_state even though the contents of \_state are already known and might be identical to the new value.
  - WithdrawController.performRequest sets the latestSnapshotPeriod of the user state to the latestSnapshotPeriod of the global state although this has already been done in the prior snapshotLender call.
  - ToSAcceptanceRegistry.\_termsSet is set on an update to \_termsOfService. A length check of \_termsOfService, however, is sufficient to determine whether the variable was set.
- External calls are more expensive than internal calls. Redundant external calls are performed in various places, including:
  - The RAY constant is read from PoolLib and LoanLib many times. Reading a constant from an external library requires an extra delegatecall each time.
  - Some Pool settings are only used in Pool (e.g., requestFee, requestCancellationFee) but are stored in PoolController. Accessing these variables (and their respective calculation functions) requires an external call every time.
  - Pool.onActivated is called by the PoolController, then proceeds to call PoolController.settings while the settings could have just been passed directly to the function.
  - Some limited functionality (3 lines of code) is extracted to external libraries, e.g., PoolLib.executeFirstLossWithdraw. This barely helps with deployment costs but requires an additional external call.
  - PoolController.withdrawFirstLoss calls Pool.firstLossVault, which in turn calls PoolController.firstLossVault.
- Redundant calculations can be found in the following places:
  - Pool.\_performRedeemRequest calls WithdrawController.maxRedeemRequest which calculates \_currentWithdrawState. Then, WithdrawController.performRequest is called which calculates \_currentWithdrawRequest again.
  - WithdrawController.performRequest calculates \_currentWithdrawState with a state that has already been updated by the prior call to snapshotLender.
  - WithdrawController.snapshot calculates the withdrawPeriod, then calls \_currentGlobalWithdrawState which calculates the withdrawPeriod again.
- The initializer of Loan sets the \_state to Requested. Since Requested is item 0 in the enum, this is already the default value and is unnecessary. The same is the case in PoolController.initialize which sets the Pool state to Initialized even though it is the default value.

- Pool.onlyPoolController checks that poolController is not the 0-address and that it is msg.sender. The first check is redundant.
- Some contracts (e.g., Pool) use transferFrom with the from address set to themselves. To make this work, they also set an approval to themselves beforehand. A simple transfer would be sufficient.
- In IPoolAccountings, the fields totalAssetsDeposited, totalAssetsWithdrawn, totalDefaults and totalFirstLossApplied are written but never read. Off-chain accounting can also be achieved with events.
- LoanLib.postFungibleCollateral inserts new collateral addresses into the collateral state variable in non-constant time (as opposed to e.g., an EnumerableSet).
- PoolLib.calculateWithdrawStateForCancellation could return early in the first condition.
- PoolLib.calculateMaxCancellation uses Math.max on an unsigned integer and 0 and is thus redundant.
- WithdrawController.simulateSnapshot could return early on eligibleshares == 0 or endingSnapshot == offsetSnapshot.
- In Version 2), the following gas optimization can be achieved:
  - Each IPoolSnapshotState occupies 4 slots in storage. As redeemableRateRay is not larger than RAY, fxRateRay is not larger than several multiples of RAY, sharesRedeemable is not used anywhere in the code and any amount of periods can easily be captured in 40 bits, the whole struct could be reduced to 1 word per snapshot:
    - uint108 redeemableRateRay
    - •uint108 fxRateRay
    - •uint40 nextSnapshotPeriod

### 7.5 Shadowed Variable

#### (Informational)(Version 1)

Vault.initialize uses a parameter owner that shadows the owner function in OwnableUpgradeable.

# 7.6 Snapshot Restricted to Admin in PoolController

#### Informational Version 1

Pool.snapshot can be called by anyone. PoolController.snapshot calls Pool.snapshot but is restricted to pool admin access. The function could be safely removed or given public access.

### 7.7 Spelling Errors

#### (Informational)(Version 1)

Some code comments inside the contracts contain spelling errors. Here are some examples:

• The parameter liquidityAsset in Pool.initialize is an asset held by the poo.

- Pool.liquidityPoolAssets contains the following comment: do not include any loan principles.
- LoanLib.payFees contains the following comment: This include both the service fee and origiantion fees.

### 7.8 Unused Code

#### Informational Version 1

- PoolController.isInitializedOrActive and isActiveOrClosed are not used and do not have value for external parties.
- ILoanLifeCycleState.Callback is never used.
- ServiceConfiguration.protocolFeeBps is set to 0 and never used.

### 7.9 Withdrawal Request Interface

#### Informational Version 1

The following functions have been added as an extension to the existing EIP-4626 interface:

- maxRedeemRequest
- maxWithdrawRequest
- maxRequestCancellation
- previewRedeemRequest
- previewWithdrawRequest
- requestRedeem
- requestWithdraw
- cancelRedeemRequest
- cancelWithdrawRequest

The functions should roughly mimic their counterparts from the EIP. However:

- The standard defines that withdraw and redeem burn exactly shares from a user. requestWithdraw and requestRedeem make shares available for later withdrawal and burn additional shares as a fee.
- Referencing the previous point, previewWithdrawRequest and previewRedeemRequest subtract the fee from the input parameter. The rule MUST return as close to and no more than the exact amount of assets that would be withdrawn in a redeem call in the same transaction is therefore violated.
- The current interface of requestWithdraw and requestRedeem is now inconsistent with cancelWithdrawRequest and cancelRedeemRequest, which handle the shares argument in the same way as the standard.
- In Version 2), functions that rely on the current state of the user (maxRedeemRequest and maxRequestCancellation) should return 0 if claimRequired is true for the given user address.

# 7.10 Withdrawn Collateral Is Shown in View Functions

#### (Informational) (Version 1)

When a borrower posts collateral, the collateral's address (and ID for NFTs) is added to a storage array. When withdrawing collateral, it is not removed from storage. The storage can be read using the fungibleCollateral() and nonFungibleCollateral() view functions.

For example, a borrower may have posted a certain ID of an NFT collection as collateral. After the collateral has been withdrawn, calling nonFungibleCollateral() will still return the address and ID of the NFT, even though the contract no longer owns it. This may be different from expected behavior.

### 7.11 Wrong Inline Comment

#### Informational Version 1

PoolLib.calculateWithdrawStateForCancellation contains a comment that reads ensure the "latestRequestPeriod" is set to the current request period. This is, however, never done in the function.

The function is always called in a context where the latestSnapshotPeriod is already updated.

# 8 Notes

We leverage this section to highlight further findings that are not necessarily issues. The mentioned topics serve to clarify or support the report, but do not require an immediate modification inside the project. Instead, they should raise awareness in order to improve the overall understanding.

### 8.1 Borrower Can Withdraw Additional Tokens Note Version 1

Tokens sent to the collateralVault of a Loan in error by other users can be redeemed by the borrower after the loan has matured.

### 8.2 Fees Can Be Changed During Runtime Note (Version 1)

The PoolController allows a pool admin to change fees during the runtime of a pool:

- Request fees can be changed in Initialized state only.
- Request cancellation fees can be changed in Initialized state only.
- Service fees can be changed at any time.
- Fixed fees can be changed at any time.

Note that there is no maximum on how high fixed fees can be.

### 8.3 Instant Withdrawal After Deposit

#### Note Version 1

Instant withdrawal after deposit can lead to loss (on top of the withdrawal fee). Users that deposit after the start of a period are subject to expected interest that has accrued but has not been paid yet. On deposit, the resulting amount of shares for a given amount of assets is calculated taking this expected interest into account. This means, an instant withdrawal after a deposit leads to a loss as assets to shares are calculated without expected interest.

Furthermore, existing lenders experience an instant increase in value per share after another user deposits with expected interest.

As soon as the expected interest is actually paid, all ratios normalize.

# 8.4 PoolController Approvals

PoolController.depositFirstLoss calls transferFrom on the liquidity asset with a from address supplied by the caller. If any user gives approvals to the contract, their funds can therefore be transferred to the First Loss Vault by the Pool Admin.

Note that there is no reason for a user to give approval to the PoolController, it would only happen accidentally.

### 8.5 Proxy Deployment



ServiceConfiguration and ToSAcceptanceRegistry should always be deployed using the upgradeToAndCall mechanism of the used UUPS proxy to ensure that the initializer cannot be frontrun.

### 8.6 Request Fee Paid in Shares

#### Note Version 1

Request fees and request cancellation fees are paid by burning users' shares. This means that the value of the burned shares is distributed among all users of the platform. In the case where only one single user is using a Pool, the fees are therefore non-existent.

### 8.7 Snapshot Every Period

#### Note Version 1

Withdrawal requests are processed at the beginning of each period. If a period is skipped due to inactivity on the contracts, withdrawal requests will also not be processed in this period. Users that have open withdrawal requests have to make sure that Pool.snapshot or any other function that triggers the snapshot mechanism is called at least once per period. Otherwise, it may take longer until they can withdraw their full amount.

### 8.8 ToSAcceptanceRegistry Not Versioned

#### Note Version 1

The ToSAcceptanceRegistry allows an operator to update its terms of service URL. This means it is assumed that acceptances are automatically given to changes in the ToS at a later time.

### 8.9 withdrawPeriods After Close

Note Version 1

WithdrawController.withdrawPeriod calculates the current period the following way:

(currentTimestamp - activatedAt) / withdrawalWindowDuration;

The withdrawalWindowDuration possibly decreases after a Pool enters Closed state, resulting in suddenly inflated period numbers.