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Additional Information





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51 Author ORCID iDs

- 52 Peter Mell: 0000-0003-2938-897X
- 53 Dylan Yaga: 0000-0003-4058-3645

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57 <u>NISTIR8472@nist.gov</u>

- 58
- 59 National Institute of Standards and Technology
- 60 Attn: Computer Security Division, Information Technology Laboratory
- 61 100 Bureau Drive (Mail Stop 8930) Gaithersburg, MD 20899-8930

62 All comments are subject to release under the Freedom of Information Act (FOIA).

63 Abstract

Non-fungible token (NFT) technology provides a mechanism to enable real assets (both virtual and physical) to be sold and exchanged on a blockchain. While NFTs are most often used for

- autographing digital assets (associating one's name with a digital object), they utilize a strong
- 67 cryptographic foundation that may enable them to regularly support ownership-transferring sales
- 68 of digital and physical objects. For this, NFT implementations need to address potential security
- 69 concerns to reduce the risk to purchasers. This publication explains NFT technology and then
- 70 identifies and discusses a list of 27 potential security issues. All of the identified issues can be
- addressed through use of a systematic security approach that promotes a secure design and
- 72 implementation.

73 Keywords

74 blockchain; definition; ERC-721; non-fungible token; properties; security; smart contract.

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84 Audience

- 85 This publication is intended for readers who want to better understand how NFTs function at a
- technical level and the associated potential security risks. This includes both purchasers of NFTs
- 87 and developers of NFT implementations.

88 Call for Patent Claims

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iii

139 **1. Introduction**

- 140 Non-fungible token (NFT) technology provides a mechanism to enable real assets (both virtual
- and physical) to be sold and exchanged on a blockchain. It does this by creating a unique
- 142 blockchain token to represent each *asset*. A blockchain smart contract manages a group of tokens
- 143 and enables them to be securely transferred between blockchain accounts. The verification of
- 144 NFT ownership by an account is straightforward. This architecture provides a strong
- 145 cryptographic foundation for NFT sales.
- 146 NFTs are commonly used for photography, digital art, trading cards, and music [1]. Usually,
- 147 what is purchased is the right to "autograph" a digital asset with a blockchain ledger entry. In this
- 148 case, ownership rights are not usually conveyed to the purchaser [6], and the autographing right
- 149 is not necessarily exclusive. In other cases, sales of the digital tokens are intended by the seller to
- 150 convey a sale of ownership rights over the linked digital assets. Someday, the technology may
- broadly support the secure record of physical asset sales (e.g., real estate or cars). NFTs can also
- be used for more utilitarian purposes, such as voting rights, membership, or benefits [2].
- 153 The first NFT was published in 2014 [3]. The market remained nascent for years but then grew
- dramatically in 2021 and peaked at \$18 billion dollars [4]. The most expensive NFT bought by a
- single person went for \$69.3 million in 2021 [5]. The market peaked at that point and has
- dropped significantly. For example, an NFT of the first tweet was sold in 2021 for \$2.9 million;
- 157 it was put up for auction in April 2023 and received the highest bid of \$280 [36].
- 158 The purpose of this publication is to evaluate NFT technology and identify potential security
- 159 concerns. This will promote the secure development of NFT implementations and raise
- 160 awareness as to possible security concerns. The focus is on the smart contract representation and
- 161 sales of NFTs and associated blockchain aspects.
- 162 A descriptive definition is provided to enable the reader to understand NFTs from a technical
- 163 perspective. An NFT is not the asset "owned" but rather a data record within a smart contract.
- 164 This definition is used to derive a set of properties inherent to NFTs. Each of these properties is
- then evaluated to identify 27 potential security concerns that should be addressed by NFTimplementations.
- 167 A legal discussion and analysis of NFTs is out of scope for this paper; the focus here is on the
- 168 technology. However, the legal aspects are just as important as the technical ones. Art Law &
- 169 More says that
- 170 The creation, distribution, ownership and trading of NFTs are new phenomena
- 171 which raise a plethora of legal issues, many of which are ambiguous or
- 172 unresolved... [For example,] there is practically no case law, legislation or
- regulation addressing smart contracts. This creates questions as to whether smart
- 174 contracts are actually legally binding. [6]
- 175 Another major concern is that the purchase of an NFT does not necessarily convey the copyright
- 176 (i.e., the purchaser cannot make, sell, or publicly display copies). Rather, the copyright often
- remains with the original owner, making such NFTs "digital autographs" [6]. For example, the
- 178 previously cited \$69.3 million NFT purchase did not convey the copyright of the art to the
- 179 purchaser [21]. This is analogous to the physical world where the purchase of a painting or
- 180 baseball card rarely conveys copywrite; if it does convey then "the transfer must be express and

- 181 in writing" [37]. In general, the legal issues surrounding NFTs remain legally murky or
- 182 unresolved. This is a new area undergoing maturation and legal precedent remains to be set. A
- 183 discussion of the legal issues are available from [6], [2], and [37].
- 184 The remainder of this publication is organized as follows. Section 2 provides a short background
- 185 on blockchains and tokens. Section 3 provides a descriptive NFT definition, a list of NFT
- 186 properties, and related security considerations for each property. Section 4 is a summary of the
- 187 27 potential security concerns identified in Section 3.3. Section 5 reviews notable NFT
- 188 standards. Section 6 discusses NFT marketplaces. Section 7 is the conclusion.

189

190 **1.1. Scope**

- 191 The focus of this paper's research was on the most common NFT technology used, that based on
- the Ethereum Request for Comment 721 Non-Fungible Token Standard (ERC-721) and
- equivalent standards on other blockchains. All non-ERC-721 based NFT systems are out of
- 194 scope of this paper.
- 195

196 An early example of a non-ERC-721 NFT are Colored Coins on the Bitcoin blockchain. These

- 197 encode unique information within a coin's metadata to allow it link to some asset while making
- 198 it unique from all others. The metadata is encoded onto a Satoshi, which is the smallest unit of 199 transfer for Bitcoin. Such coins are then changed from being fungible (i.e., interchangeable) to
- non-fungible (unique). Another newer example is Bitcoin Request for Comment 20 (BRC-20)
- 201 [34]. This encodes JSON metadata onto a Satoshi in a manner similar to Colored Coins but
- 202 utilizing different methods.
- 203
- 204 Security analyses of NFT marketplaces are also out of scope. The focus in this work is on the
- 205 NFT smart contracts and the services they provide (although this work does cover security
- 206 concerns with non-blockchain stored assets and asset information). Security analyses of NFT
- 207 marketplaces are available from [31] and [32].

208 2. Background

This section provides definitions for blockchains, smart contracts, and tokens as a foundation for the discussion of NFTs in Section 3.

211 **2.1. Blockchains**

212 According to NIST IR 8202, Blockchain Technology Overview, blockchains are "tamper evident

and tamper resistant digital ledgers implemented in a distributed fashion (i.e., without a central

repository) and usually without a central authority (i.e., a bank, company, or government)" [22].

215 NIST IR 8202 then provides a more formal definition:

- 216 Blockchains are distributed digital ledgers of cryptographically signed
- 217 transactions that are grouped into blocks. Each block is cryptographically
- 218 linked to the previous one (making it tamper evident) after validation and
- 219 undergoing a consensus decision. As new blocks are added, older blocks
- become more difficult to modify (creating tamper resistance). New
- blocks are replicated across copies of the ledger within the network, and
- any conflicts are resolved automatically using established rules. [22]

223 **2.2.** Smart Contracts

- 224 NIST IR 8202 defines a smart contract as follows:
- ...a collection of code and data (sometimes referred to as functions and
 state) that is deployed using cryptographically signed transactions on the
 blockchain network. The smart contract is executed by nodes within the
 blockchain network; all nodes must derive the same results for the

execution, and the results of execution are recorded on the blockchain.[22]

231 In simpler terms, a smart contract is program that runs on a blockchain. It processes transactions

and records state while leveraging the cryptographic security of the blockchain.

233 **2.3.** Tokens

234 In the cryptocurrency community, the term token does not have an agreed upon definition. For

the purposes of this publication, a token is a data record that is a digital representation of an asset

236 (physical or virtual), managed by a smart contract, and stored on a blockchain. Tokens are not

237 generally transferable between the smart contracts managing them, meaning that they are tied to

a particular blockchain smart contract address. Each token represents some asset (e.g.,

cryptocurrency, digital artwork). Smart contract tokens usually follow one or more community

token standards to enable interoperability with user wallets, exchanges, and other contracts (see

241 Section 5). The transference of a token from one wallet to another involves the updating of the

token owner's address within the managing smart contract.

243 There are two types of tokens: fungible and non-fungible. A definition of NFTs is provided in

244 Section 3. Fungible tokens are identical and interchangeable. They represent cryptocurrencies

that are not native to a blockchain and are instead managed by smart contracts (e.g., stablecoins).

In contrast, a native blockchain cryptocurrency is tied to the blockchain itself and is used to pay

247 for blockchain gas (e.g., Bitcoin and Ethereum). Smart contracts represent fungible tokens by

keeping a list of addresses that own tokens and how many tokens each address owns. Fungible

tokens are often represented in smart contracts using the Ethereum Request for Comments (ERC)

standard ERC-20 or a similar standard on a non-Ethereum blockchain. This is discussed in

251 Section 5.1.

252 **3. Definition, Properties, and Security Evaluations**

This section provides a definition for NFTs, related properties, and an evaluation of each property to reveal potential security concerns.

255 **3.1. NFT Definition**

256 The definition provided below is intended to be descriptive and inclusive of all NFTs in use

today. It is not intended to define what is and what is not an NFT, nor is it intended to limit

258 future NFT technology. The purpose of the definition and resultant properties is to enable the

reader to understand current technology and to provide a foundation for an exploration of potential security issues.

- A non-fungible token (NFT) is an owned, transferable, and indivisible data record that is a digital representation of a physical or virtual linked asset. The data record is created and managed by a smart contract on a
- 263asset. The data record is created and managed by a smart contract on a264blockchain.

265 NFTs are often represented by standard ERC-721 in smart contracts on Ethereum or a similar

standard on another blockchain (see Section 5 on token standards for more details). These

standards provide minimum functionality to be implemented by NFT implementations.

Additional functionality is possible, even expected. For example, NFT smart contracts may have an owner role that can perform management functions (e.g., [28]). Such functionality can include

209 an owner role that can perform management functions (e.g., [28]). Such functionality can include 270 upgrading to a new smart contract (e.g., [29]). Such upgrades can provide the owner arbitrary

functionality, including the expiring or delisting of purchased NFTs (e.g., [29]).

272 **3.2.** NFT Properties

273 The following non-exhaustive set of NFT properties can be derived from this definition. Most

correctly functioning and secured NFT implementations will contain these properties (see

- 275 Section 3.3 for caveats to this).
- 1. **Owned:** NFTs designate ownership by recording a blockchain address.
- 277
 2. Transferable: Owners and designated approved entities can transfer the ownership of
 278
 NFTs to other addresses.
- 279 3. Indivisible: NFTs cannot be subdivided (although the ownership may be fractionalized).
- 280 4. Linked: NFTs have references to the asset that they represent.
- 281 5. **Recorded:** NFTs are smart contract data records stored on a blockchain.
- 282 6. **Provenance:** NFTs have their chain of ownership recorded.
- 283
 283
 284
 7. Permanence: NFTs are normally indestructible (although some are designed to be burned).
- 285 8. **Immutable:** The asset that an NFT represents cannot be modified.
- 286 9. Unique: Each NFT represents a unique asset.

- 287 10. Authentic: Each NFT asset is what the NFT claims it to be (e.g., artwork from a particular artist).
- 11. **Authorized:** Each NFT asset has been authorized by an owner to be sold as an NFT.

290 3.3. Security Evaluation of NFT Properties

291 This section evaluates potential security issues related to each property presented in Section 3.2.

292 Some of these properties should be provided by the NFT smart contract. Some are inherently

provided by the underlying blockchain. Some should be provided by the human management of

294 the NFT smart contract. All of these security issues are addressable through use of a systematic

security approach to both design and implementation (such as [35]).

296 **3.3.1. Contract-Provided Properties**

A properly constructed NFT smart contract should provide the properties of *owned*, *transferable*,
 indivisible, and *linked*. These properties are described below.

299 **3.3.1.1. Owned**

300 An NFT is often colloquially and incorrectly referred to as the "owned" asset. For example, a

301 person may say that they own an NFT when referring to a piece of digital artwork. However,

302 from a technical point of view, the NFT is a separate entity from the artwork. What an NFT

303 owner definitively owns is a cryptocurrency token (they may or may not also own the linked

304 asset). As defined previously, a cryptocurrency token is a data record managed by a smart

305 contract and stored on a blockchain. The data record contains the metadata (i.e., a collection of

306 data values) necessary to manage the NFT ownership and to link the NFT to a referenced asset.

307 This distinction is important because ownership of the token does not necessarily legally indicate

308 ownership of the related asset (e.g., digital artwork). This is because a smart contract does not

necessarily have the legal authority to designate ownership of a referenced asset (technically,anyone can create an NFT linked to anything). Exploring this legal issue is out of scope for this

work. However, seller of NFTs should clearly convey the rights provided to purchasers and

- 312 buyers should understand the stated rights prior to purchase.
- 313 It is tempting to think of these tokens like physical bills that can be handed from one person to
- another to change ownership. However, NFTs are maintained with the associated smart contract.
- 315 This is because the tokens are data records of the smart contract that must stay with the smart
- 316 contract and are, thus, normally locked into a specific smart contract and blockchain. The
- 317 owner's cryptocurrency wallets then record the smart contract address and a token identifier
- 318 (they don't hold the token as a physical wallet holds a bill). It is the smart contract that manages
- 319 the tokens and is the authoritative repository for those tokens.
- 320 Smart contracts represent NFT ownership by keeping a list of unique tokens (i.e., data records)
- 321 along with the owner of each token. The owner is identified only by a blockchain. The data fields
- 322 typically recorded for a non-NFT purchase are not present. There is no name, physical address,
- 323 phone number, or other identifying data. This keeps the owners pseudonymous (identified only

- 324 by their blockchain address). This is done for privacy concerns because all data stored by the
- 325 smart contract is public on the blockchain.
- 326 If a blockchain account is compromised, then a malicious actor could obtain ownership rights for
- 327 all NFTs owned by that account. This could happen, for example, through a blockchain wallet
- 328 being hacked or through a blockchain account private key being stolen. The actor can then
- 329 submit blockchain transactions to the NFT smart contract to transfer all of the blockchain
- account's NFTs to an account that they own (i.e., stealing the NFTs). They would likely then
- 331 quickly sell the NFTs to avoid the (unlikely) possibility that the initial owner could convince the
- 332 smart contract manager to reverse the transactions that stole the NFTs.

333 **3.3.1.2.** Transferable

- 334 The NFT smart contract provides functions to enable the transfer of tokens between owners. As
- previously discussed, the transfer of a token is simply an update to the ownership field in the
- token's smart contract data record. The owner is allowed to transfer a token to another
- 337 blockchain address by submitting a blockchain transaction. Typically, the owner is also allowed
- to approve another address to take possession of the token as well as approve one or more
- accounts to manage tokens on the owner's behalf. See Section 5.2 for more details.
- 340 The smart contract may or may not be designed to allow the contract manager to transfer tokens.
- 341 If the manager can transfer tokens, then stolen tokens could be restored. However, this becomes
- 342 challenging if stolen tokens are quickly sold because there would then exist two owners who had
- 343 spent funds and been granted NFT ownership by the smart contract. It could also be challenging
- 344 for an owner to prove to the manager that their tokens were stolen, for example when an attacker
- 345 steals a purchaser's private key and executes an otherwise valid transaction to change ownership
- of the NFT.
- 347 The default for smart contract NFTs following widely adopted standards is for the manager to
- 348 not be able to transfer tokens. This makes the restoration of stolen tokens impossible, but it also
- 349 provides owners with assurance that the manager will not confiscate their tokens (either
- 350 maliciously or because of a legal order). However, NFT smart contracts likely have a mechanism
- to allow managers to update the code of the smart contract to provide for maintenance and
- upgrading of the NFT management infrastructure. The updated code could provide managers
- new privileges (including token transfer abilities) over both existing and to-be-created tokens.
- 354 If the smart contract contains coding errors, there may be a vulnerability that enables an attacker
- to steal tokens. An evaluation of possible vulnerabilities in NFT contracts is available from [30].
- 356 The attacker would then likely sell the tokens quickly to obtain cryptocurrency because after
- 357 launching the attack, their approach would be publicly visible on the blockchain. Others could
- then launch the same attack, or the contract manager could use the same vulnerability to restore
- tokens to their owners. If the contract manager can regain control of the smart contract, tokens could be restored. However, the attacker would still have the funds obtained through illegal
- token sales and the sold tokens would each have two owners (the original owners to whom the
- tokens are restored and the subsequent purchasers that unwittingly bought the stolen tokens)
- 362 tokens are restored and the subsequent purchasers that unwittingly bought the stolen tokens).

363 **3.3.1.3.** Indivisible

364 NFTs have the property that they are indivisible. This distinguishes them from fungible tokens

365 that are divisible. An example of a divisible token would be a stable coin worth \$1. This fungible 366 token could be divided into two tokens, each worth \$0.50. Since these assets are represented 367 using numbers, it is simple to divide them

- 367 using numbers, it is simple to divide them.
- 368 However, an NFT that represents a piece of digital artwork could not be divided in the same
- 369 manner. Digital assets are typically non-fungible, meaning that they cannot be simply cut in two 370 without damaging the original asset.
- 371 On a more technical level, an NFT is a token (explained in Section 2.3). A token is represented
- in a smart contract by a data record. Indivisibility then refers to the inability to divide the NFT
- data record into multiple parts. Data records do not naturally divide; they represent values for a
- 374 fixed set of variables.
- 375 Some NFT owners may wish to divide their NFT by providing fractionalized ownership. The
- actual NFT itself is not split into multiple parts but instead locked into a new fractional NFT
- 377 smart contract that then creates a specified number of new fungible tokens. These new fungible
- tokens represent shares of ownership of the NFT and can be traded, purchased, and sold on
- 379 marketplaces (see Section 6) that specialize in fractional NFT sales (such as [7]). The largest
- 380 fractional NFT sale to date "The Merge" digital art was bought jointly by 28,000 purchasers
- 381 for \$91.8 million [5].
- 382 Typically, a fractional NFT smart contract has a function that allows a buyout that can reverse
- 383 the fractionalization process. This enables the original owner or a fractional investor to reclaim
- all of the ERC-20 fractional tokens and unlock the ERC-721 NFT from the fractional
- 385 management smart contract. Unlocking the NFT means transferring ownership away from the
- 386 fractional smart contract to the new owner.
- 387 One method of a buyout function is an auction. It requires a buyer to transfer a set amount of a
- 388 specific ERC-20 fractional token to the smart contract. This then begins a time-limited auction in
- 389 which all fractionalized owners can bid to keep their fractional shares. If the buyer wins, all
- 390 ERC-20 tokens are returned to the smart contract, and the buyer becomes the sole owner of the
- 391 NFT. If the other users outbid the buyer and win the auction, then the buyout was unsuccessful,
- and the NFT remains fractionalized. If the NFT is successfully bought out, the fractionalized
- 393 owners are compensated proportionally to the number of fractions that they held. If the buyout is
- unsuccessful, then the buyer is compensated with the amount that the remainder of fractionalized
- 395 owners bid, and the fractionalized owners are proportionally compensated with the ERC-20
- 396 fractional tokens that the buyer originally transferred to initiate the buyout.
- 397 Other buyout systems may be utilized instead of an auction system, such as an immediate398 purchase at a specified exit price.
- Appendix C provides an example of fractionalizing an NFT and then someone buying it back atan auction.

401 **3.3.1.4.** Linked

Every NFT must be linked to the asset that it represents. More specifically, each NFT data record
 must have a field or fields that uniquely identify and link to an asset. This collection of

- 404 information is referred to as the NFT's metadata. The metadata may contain additional
- 405 descriptive information that is not necessary for identification. An example of such data would
- 406 be the secure hash of a digital image along with the image's title, creation date, artist name, and a
- 407 public URL. Metadata can be included in the NFT data record but is often stored publicly and
- 408 only a link to the metadata is stored on the blockchain. There are multiple approaches to link an
- 409 NFT to an associated asset using metadata [8].
- 410 The metadata can store the asset itself on the blockchain, inside the smart contract. This
- 411 approach is the most secure as it leverages the integrity of the blockchain itself, but it can be
- 412 expensive to store data there. This is rarely done for NFTs.
- 413 The more common approach is to store on the blockchain a URL or content identifier to an
- 414 external data source that hosts the digital asset. Non-blockchain public data publishing is much
- 415 cheaper. Sometimes the identifier will link directly to an asset. This link is usually not to a
- 416 particular server, but instead to a file storage service. These storage services can be centralized
- 417 (but internally distributed with redundancy) or fully decentralized (e.g., with the InterPlanetary
- 418 File System (IPFS) protocol [9]). Either way, the off blockchain linkage complicates security as
- 419 an additional attack surface is added to the NFT architecture.
- 420 Further complicating the architecture, the linking information is usually not to the asset itself but
- 421 instead to a publicly accessible JSON table of NFT identifiers that provides the URLs for each
- 422 asset and other metadata [33]. This double linking architecture allows for the asset URLs to be
- 423 updated by the manager of the table (e.g., NFT marketplace). Note how the owner of the table
- 424 maintains continued control over where each NFT is linked.
- 425 It is critical that the metadata correctly identifies and links to the asset represented by the NFT. A
- 426 delinked NFT is unlikely to maintain its value. An NFT might be delinked if the original
- 427 metadata is incorrect, never being linked to any actual asset. NFTs can also be delinked if the
- 428 public table maintaining the asset URLs fails, is deleted, or is changed. Even for NFT data
- 429 records with direct URLs to their asset, the server could cease to exist or fails in some way (e.g.,
- 430 corrupted files). One study, with a sample size of 12 353 NFTs, found that 25 % of NFTs were
- 431 linked to assets that were either lost or inaccessible [33].
- 432 If an attacker breaks into the public table mapping NFT identifiers to URLs, the NFT could be
- 433 delinked, or the links and associated metadata could be changed. This could enable an attacker to
- 434 swap a cheap NFT asset that they bought for someone else's very expensive one by swapping
- 435 URLs in the public link table. This could also enable the owner of the table to delink NFT
- 436 owners from the assets that they purchased. There would be no need to change anything on the
- 437 blockchain or to access the smart contract. The owner could simply modify the metadata to
- 438 delink an NFT from its associated asset. Someone who purchased an expensive NFT could be
- 439 left owning a worthless delinked token on the NFT smart contract.
- 440 NFTs for physical objects, often referred to as *physical NFTs*, link to their associated physical
- 441 asset by including a unique identifier in their metadata. This unique identifier is then materially
- 442 attached to the physical object [26]. This could be accomplished through the use of a near field
- 443 communication (NFC) tag, QR code, or simply permanently embedding the identifier in the
- 444 physical asset. For significant assets (e.g., real estate), a linkage would need to be made to the
- 445 public records to prevent fraud. This is a nascent area around which legal precedents have not
- 446 been established [26].

447 **3.3.2. Blockchain-Provided Properties**

The associated underlying blockchain should provide the properties of *recorded, provenance*,
 permanence, and *immutable*. These properties are described below.

450 **3.3.2.1.** Recorded

451 An NFT is a cryptocurrency token. Tokens are data records managed by a smart contract. Smart

- 452 contract state is *recorded* on a blockchain. This property of NFT state being recorded on a
- 453 blockchain grants the smart contract and associated NFT the benefits of leveraging a blockchain
- 454 architecture. These benefits include the properties of *provenance*, *permanence*, and *immutable*
- 455 (discussed in the following subsections).
- 456 The recording of an NFT on a blockchain normally it makes information about the NFT and its
- 457 ownership (the metadata) public information. Owner accounts are pseudonymous, meaning that
- the owners are anonymous but information about their accounts (i.e., which NFTs they own) is
- 459 public. Accounts may be de-anonymized when an account owner provides personal information
- 460 (e.g., name and address) when making a purchase using cryptocurrency. This can be mitigated by
- 461 cryptocurrency users maintaining multiple accounts (separating NFT purchases from other
- 462 purchases).

463 **3.3.2.2. Provenance**

464 A fundamental property of a blockchain is its ability to track tokens over their entire lifetime.

- 465 The creation event, every transaction involving it, and the destruction event are all recorded. The
- 466 blockchain records when these events occurred, as well as the sender and receiver of the
- 467 transactions. The blockchain provides a complete history of ownership of the token.
- 468 This complete history of ownership is beneficial to anyone who wishes to validate the
- 469 authenticity of a token. It is a simple endeavor to work back from any point of a token's
- transaction history and determine its origin and where it has been. The ability to validate a
- token's history can help a user determine whether a token is fraudulent or legitimate.
- 472 A blockchain could undergo an attack (e.g., 51% attack [25]) that enables a malicious entity to
- 473 change the blockchain history, but this is unlikely for established and widely used blockchains
- 474 due to the significant resources dedicated to maintenance of those chains (e.g., either mining
- 475 processing power or large staked holdings).

476 **3.3.2.3**. **Permanence**

477 A fundamental property of a blockchain is its ability to record data in a near-permanent manner

- 478 based on its decentralized storage and cryptographic mechanisms. Other than the previously
- 479 referenced 51% attack [25], there are some exceptions to a blockchain's permanence.

480 One way to sidestep the property of permanence is to "burn" the NFT. Transferring an NFT to an

- 481 address that no one can access renders any further use of the NFT impossible. For example,
- 482 sending any transaction to the Ethereum address
- 484 because there is no known private key that resolves to this address (and it is extremely unlikely

- 485 for someone to find it) so no one can access the account. Other blockchains have specific
- 486 addresses that the underlying blockchain code will prevent from sending transactions but can still
- 487 receive transactions. These are hard coded burn addresses, so even if someone were to discover a
- 488 private key that would resolve to that address, they could not claim any asset associated with it.
- 489 There may be legitimate use cases for burning an NFT, such as to provide proof of burning to
- 490 receive an upgraded NFT in a different smart contract or if the NFT is a consumable object in a
- blockchain-based video game (i.e., a unique item that provides some benefit for the player). Even
- though the NFT is burned, it still technically exists in the smart contract on the blockchain.
- 493 Another way to sidestep the property of permanence would be for the NFT's smart contract to
- have the ability to call a method selfdestruct(). In practice, this method is used by many smart
- 495 contracts to stop its execution and remove the current state from the blockchain (previous states 496 are still recorded in past blocks). While there is nothing to technically prevent an NFT smart
- 497 contract from using the selfdestruct() or similar method, it is strongly discouraged. The NFT
- 498 smart contract manages the tokens and records all information about them, including ownership.
- 499 If a NFT smart contract could call a selfdestruct() method, then all of its associated information
- 500 would be removed from the blockchain's current state and become effectively lost. Since all of
- 501 the NFT information is contained within the smart contract, a user wallet does not reflect that it
- 502 owned an NFT but simply that it sent funds to an address. Potential buyers of an NFT are
- 503 strongly encouraged to limit their investment risk by ensuring that the smart contract will provide
- 504 permanence through either direct inspection or trusting the services of another firm that evaluates
- 505 smart contracts.
- 506 Another issue with permanence is if the NFT content is too large to be stored within the smart
- 507 contract, and the smart contract instead contains a pointer (e.g., uniform resource locator (URL)
- 508 or URI) to an external storage source (e.g., IPFS or some other external data). If the data source
- should cease to host the NFT itself, then the owner may lose access to the actual NFT content.
- 510 This is related to the material covered by the linkage property in Section 3.3.1.5.

511 **3.3.2.4.** Immutable

- 512 An NFT is expected to have the property of being unchanging or immutable. NFT smart
- 513 contracts enforce this in their code. However, a vulnerability in the smart contract could enable a malicious entity to change NET data records
- 514 malicious entity to change NFT data records.
- 515 More fundamentally, this is a property provided by the blockchain to ensure that ledger entries
- 516 are not altered. This normally holds but is not guaranteed. True immutability to never be
- 517 changed under any circumstances ever is not achieved. While blockchains are effectively
- 518 immutable, there have been cases in which a blockchain has been altered by group consensus
- 519 (e.g., [27]). True immutability of digital data is very difficult if not impossible to achieve. Under
- 520 normal operating conditions, a blockchain provides a cryptographically secure ledger that resists
- 521 alterations of recorded data (a tamper-resistant design), and a participant can detect and discard
- 522 alterations (a tamper-evident design) if desired. This may lead to a chain split (or cryptocurrency
- 523 fork) where a portion of the users accept the alterations, while another portion does not, leading
- 524 to incompatible blockchain records between them. By combining tamper-resistant and tamper-
- 525 evident designs, a blockchain can provide a near immutable ledger.

526 **3.3.3. Human Management-Provided Properties**

527 The human management of the NFT smart contract should provide the properties of *unique*, 528 *authentic*, and *authorized*. These properties are described below.

529 **3.3.3.1**. Unique

530 The non-fungible aspect of an NFT requires that only one exists. From a technical perspective,

this is guaranteed because the NFT smart contract ensures that the data record owned by the

532 purchaser is one-of-a-kind and has a single owner. However, that does not mean that the linked

533 asset is uniquely owned by that data record. The issuer may sell multiple NFTs linked to the 534 same asset (e.g., for digital trading cards). This may be analogous to an artist making a limited

535 run of identical copies of a specific piece of art.

536 Alternatively, there may be multiple smart contracts with data records linked to that asset. The

537 same virtual object could be sold on multiple NFT marketplaces. To check for this, one could

- 538 compare the hash values of the virtual object with other virtual objects being sold. However, one
- 539 could change just a single pixel of a virtual image to obtain a completely different hash value. An

540 artist could also have made many copies of the same artwork, or duplicates of original art are

541 being sold in NFT form.

542 **3.3.3.2.** Authentic

543 In an NFT sale, it is implied that the linked asset is what the seller claims it to be. However, an 544 asset could be a forgery whose origin is misrepresented. The seller may claim to have created

544 asset could be a forgery whose origin is misrepresented. The seller may claim to have created 545 something that they simply copied off of the internet, or they may attribute the artwork to

another artist to increase the sale price. To a large extent, the purchaser must rely on the selling

540 another artist to increase the sale price. To a large extent, the purchaser must rery 547 smart contract and the associated NFT marketplace for this.

548 **3.3.3.3**. Authorized

549 The smart contract guarantees that only the current owner of an NFT can sell an NFT data

record. However, whether the original seller is in fact authorized to sell an NFT that is linked to a

551 particular asset is a legal question that is out of scope for this publication. From a technical point

of view, anybody can sell an NFT linked to anything. This creates a potential for

553 misrepresentation or fraud that must be addressed by non-technical controls (e.g. a legal

- 554 framework). What is being directly sold is the smart contract data record, and the owner of the
- 555 linked asset does not need to be involved. Ownership of the data record might convey rights over

556 the linked asset, but that is a legal question. In many cases, the buyer does not obtain any rights 557 whatsoever to the linked asset. For example, one NFT marketplace clearly specifies that "the

557 whatsoever to the linked asset. For example, one NFT marketplace clearly specifies that the 558 purchase of an NFT does not give the buyer the right to every copy of the underlying work, nor

the right to reproduce, distribute, commercially exploit, publicly perform, or publicly display the

560 NFT or objects included as part of the work" [20]. In such cases, the right being provided the

561 purchaser is the privilege to digitally autograph the asset and to subsequently sell that right to

562 another.

563

564 **4. List of Potential Security Concerns**

- 565 This section lists 27 potential security concerns that can exist with NFT ownership and smart 566 contract management of tokens. The identified security concerns are organized by NFT property.
- 567 **Owned** (Section 3.3.1.1)
- An NFT purchaser may be deceived into thinking that they are purchasing an asset
 instead of a smart contract data record that contains a reference to the asset (possibly
 conferring no rights over the asset at all).
- A smart contract may create a token linked to an asset without the legal authority to do so
 for that asset since, technically, anyone can create an NFT linked to anything.
- 573
 3. If a blockchain account is compromised, the malicious actor can transfer all NFTs
 574 associated with that address to an address owned by the actor.
- 575
 4. Stolen tokens will likely be sold immediately by malicious actors for cryptocurrency,
 576
 576 preventing easy restoration of the tokens even if a mechanism is available to do so.
- 577 **Transferable** (Section 3.3.1.2)
- 578 5. There is likely no smart contract mechanism to restore stolen tokens to their rightful owner.
- 5806. If a smart contract enables the contract manager to restore stolen tokens, this feature581could be used by the manager to confiscate, freeze, or unilaterally transfer tokens.
- 582
 583
 583
 584
 7. A smart contract may not allow a manager to restore stolen tokens, but the smart contract may have a manager-controlled update mechanism whereby this feature could be added in the future (enabling the previously mentioned security concern).
- 585
 8. Coding errors in the smart contract could enable attackers to steal tokens and transfer
 586
 them to their accounts.
- 587 **Indivisible** (Section 3.3.1.3)
- 588
 9. Fractional ownership increases the NFT attack surface by involving an additional third 589 party smart contract that handles the fractional ownership.
- 590 10. Owners of fractional shares may not be aware that they could lose their shares through a591 forced buyout.
- 592 **Linked** (Section 3.3.1.4)
- 593 11. Inaccurately stored metadata (either done maliciously or accidentally) can delink an NFT
 594 from the asset it represents and make it worthless.
- 595 12. Server errors that make a digital asset unavailable (e.g., corrupted file, server failure, or
 596 storage service discontinuation) could effectively delink an NFT from the asset it
 597 represents and make it worthless.
- If the off-blockchain table linking NFT identifiers to URLs is compromised, an attacker
 could delink NFTs from their assets and/or change which NFTs represent which assets.
- 14. If off-blockchain tables are used to link NFT identifiers to URLs, the owner of the table
 could use their access to delink NFTs and/or change which NFTs represent which assets.

- 602 **Recorded** (Section 3.3.2.1) 603 15. An NFT owner may not realize that their account and information on the NFTs that their 604 account owns are public information on the associated blockchain. 605 16. While blockchain accounts are anonymous, they can be de-anonymized through account 606 owner purchases that include personally identifying information (e.g., name and address). 607 **Provenance** (Section 3.3.2.2) 608 17. A blockchain could undergo an attack enabling changes to blockchain history (this is 609 unlikely with established blockchains). 610 **Permanence** (Section 3.3.2.3) 611 18. An NFT may be burned (accidentally or maliciously) by sending it to an address no one 612 has access to. 613 19. An NFT smart contract could self-destruct, destroying the managed NFTs. 614 **Immutable** (Section 3.3.2.4) 615 20. If the smart contract code contains a vulnerability, the data records could be changed by a 616 malicious actor. 617 21. Blockchains are occasionally changed through participant consensus or have their chains 618 split into distinct and different versions when consensus is not reached on resolving a 619 major issue. 620 22. A blockchain split will result in the duplication of NFT contracts, which in turn results in 621 NFT owners having the same NFTs on two blockchains. They could sell one and keep the 622 other, causing significant issues for NFTs that convey ownership rights over their linked 623 asset. 624 Unique (Section 3.3.3.1) 625 23. Buyers may not be aware that an exchange is selling the same NFT multiple times (e.g., permitting a limited number of autographs for video clips). 626 627 24. The same asset (or copies with unperceivable changes to humans) could be sold 628 simultaneously by multiple NFT exchanges or smart contracts. 629 Authentic (Section 3.3.2.) 630 25. An asset linked to an NFT may be a forgery or an authentic original artwork whose origin 631 is misrepresented or attributed to a different creator (e.g., to increase its perceived value).
- 632 Authorized (Section 3.3.3.3)
- 633 26. The seller may not be authorized to sell an NFT linked to a particular asset.
- 634 27. The buyer may be deceived into not receiving the rights over the linked asset that they635 think they are obtaining by purchasing an NFT.

636 5. Token Standards

- 637 NFT standards build upon the work done in fungible token standards and modify token
- definitions so that each token is unique. Standards are critical for all types of cryptocurrency 638
- 639 tokens so that cryptocurrency exchanges can easily adopt them, smart contracts can accept and
- 640 manage them, and user wallets can buy and sell new token types. Such standards define the
- 641 services and interfaces for token smart contracts. The standards are typically represented in the
- 642 form of code that has mandatory inheritable functions. They are often created and managed
- 643 within cryptographic communities and are, thus, community standards that are not associated
- 644 with traditional formal standards bodies.
- 645 Many token standards [10] are in the form of an Ethereum Request for Comment (ERC) [11]
- 646 because Ethereum was the first blockchain platform to provide tokens. ERCs are standards for
- 647 Ethereum, and they provide requirements for smart contract interface design. Currently, many
- 648 blockchains provide token management, and ERCs have been ported to equivalent versions on
- 649 other platforms to support this (there are also independent standards efforts on other platforms).

650 5.1. ERC-20: Fungible Token Standard

651 ERC-20 was the first fungible token standard [13]. It defines a minimum interface for smart contracts that provide interchangeable and identical tokens. Compliant contracts provide 652

functions that return the following state information: 653

- 654 1. The name of the token,
- 655 2. The symbol,
- 3. The total token supply, 656
- 657 4. The balance for each owner, and
- 658 5. The amount that an "approved" spender is allowed to transfer from an owner's account.
- 659 Additional required functions manage the token transfers:
- 660 1. The owner transfers a specified number of their tokens to an address.
- 661 2. The owner approves an address to transfer a certain number of their tokens.
- 662 3. An approved spender transfers a specified number of tokens from one address to another 663 address (limited by the amount specified by the owner).
- 664 An ERC-20-compliant smart contract must emit an "event" for every transfer and address 665 approval. An event is an entry in a blockchain log and is, thus, publicly viewable by all blockchain users.
- 666

5.2. ERC-721: Non-Fungible Token Standard 667

668 ERC-721 functions similarly to ERC-20. It defines a minimum interface for smart contracts that provide unique tokens. Compliant contracts provide functions that return the following state 669 information: 670

671 1. The owner of an NFT,

- 672 2. The number of NFTs assigned to each owner,
- 673 3. The address "approved" to transfer an NFT, and
- 4. Whether or not an address is an "authorized operator" for another address.
- 675 Additional required functions manage the token transfers:
- 6761. The owner, an approved address, or an authorized operator transfers tokens from one677 address to another.
- 678
 679
 679
 680
 2. The owner, an approved address, or an authorized operator "safely" transfers tokens from one address to another (checking that the recipient smart contract is capable of receiving NFTs).
- 681
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 7.
- 6834. The owner updates the status of an address relative to being an "authorized operator" to manage all of their NFTs.
- Like ERC-20, a compliant smart contract must emit an "event" for every transfer, addressapproval, and "authorized operator" change of status.
- The transfer "safely" function is based on ERC-165 [14]. The NFT contract checks to see
- 688 whether the recipient of an NFT is a smart contract or a user by checking the code size of the
- recipient address. If the recipient is a contract, the NFT contract calls the "onERC721Received"
- 690 function in the recipient contract. It checks for a return value of the Keccak-256 hash of a
- 691 specified string (comprising the function call and its parameters). If the correct return value is not
- 692 supplied (possibly because the "onERC721Received" function does not exist), then the transfer
- 693 is reverted.
- An example ERC-721 smart contract is available at [15].

695 5.3. Other NFT Standards

- 696 ERC-1155 provides for both fungible and non-fungible tokens in the same smart contract [16].
- 697 With ERC-1155, a single smart contract can simultaneously support ERC-721 and ERC-20
- 698 functionality while managing multiple token types.
- 699 ERC-2309 provides "a standardized event emitted when creating/transferring one, or many non-700 fungible tokens using consecutive token identifiers" [17].
- 701 ERC-4400 enables a "consumer" role for NFTs [18]. Consumers can perform limited operations
- vpon NFTs without owning them. For example, if an NFT represents a parcel of digital land in a
- virtual universe, a consumer of the NFT might be allowed to modify the property (as if they were
- renting it) but would not be the owner (could not transfer ownership).
- ERC-4907 enables a "user" role for NFTs [19]. Users can use the NFT for a specified period of
- time, but they cannot transfer ownership of the NFT or enable other users. An example would be
- a virtual tool in a game that allows a user to build virtual objects but only during their specified
- time limit.
- 709

710 6. Marketplaces and Exchanges

- 711 NFT marketplaces (also called exchanges) enable users to buy, sell, and mint (i.e., create) NFTs
- 712 [23]. The marketplaces should provide some level of verification for the posted NFTs. The oldest
- 713 was launched in 2017, making both NFTs and their exchanges relatively new technology.
- These marketplaces have an attack surface separate from the associated NFT smart contracts and
- may be the target of hacking activity. As mentioned in Section 1.1, a security analysis of NFT
- marketplaces is out of scope of this publication (but see [31]and [32]). Here, a brief overview of
- 717 NFT marketplace security models is provided.
- 718 NFTs can be bought through direct purchase, by participating in an auction, or by making an
- 719 offer. For exchanges that use a decentralized finance (DeFi) approach, customers need their own
- 720 cryptocurrency wallet (either software or hardware). Alternatively, exchanges may use a
- centralized finance (CeFi) approach in which customers use custodial wallets provided by the
- exchanges. In the CeFi model, the exchange is the custodian of the cryptographic keys and holds
- the NFTs on behalf of their customers (analogous to an investment firm acting as a custodian and
- holding stock for its clients). In the DeFi mode, the purchaser uses a wallet to hold the
- 725 cryptographic keys that grant them ownership of the NFTs.
- 726 In both approaches, a malicious entity could compromise the user-owned wallet (for DeFi NFT
- approaches) or the custodial wallet system (for CeFi NFT approaches). The former requires the
- vulser to secure their own wallet; many cryptocurrency wallet users have had their cryptographic
- keys stolen. The latter requires the user to trust the CeFi custodian to secure their NFTs in
- rational custodial wallets; cryptocurrency custodial systems have been hacked, resulting in the loss of
- user assets. There is no guaranteed security for crypto assets. Guidance for the security of
- cryptographic wallets is out of scope for this publication, though many resources are available
- 733 online (e.g., [24]).
- 734 While some take credit cards and other forms of traditional payment (usually with an additional
- 735 processing fee), marketplaces may only accept cryptocurrency, which is the preferred form of
- payment. This is because NFT data records are managed by smart contracts, and smart contracts
- 737 only accept cryptocurrency. Also, marketplaces may not be able to handle fiat currencies due to
- 738 associated regulatory requirements. Also, accepting fiat currency requires additional
- centralization of the marketplace architecture and many strive to maintain a decentralized model.

740 **7.** Conclusion

- 741 Currently, most NFT sales are of the digital autographing type. This makes most NFTs prestige
- purchases where the buyer obtains the right from the linked asset's copyright holder to uniquely
- 143 link their name to the asset in a smart contract data record on a blockchain. However, NFTs are
- also used for actual sales of assets (both digital and physical) as well as for utilitarian purposes
- such as voting rights, membership, and benefits. These latter use cases necessitate a robust and
- secure design and implementation of NFTs.
- 747 Presently, many NFT implementations have achieved a high level of security. NFT reliance on
- blockchains and smart contracts provides secure cryptographic methods for establishing and
- publicly recording ownership. The NFT smart contracts provide the NFT properties of *recorded*,
- 750 owned, transferable, indivisible, and linked. The blockchain ensures provenance, permanence,
- and *immutable*. Human NFT management provides the properties of *unique*, *authentic*, and*authorized*.
- 753 Despite a solid cryptographic foundation, there are potential security concerns related to these
- 754 NFT properties, this work identified 27 by evaluating the 11 NFT properties. Each of these can
- be addressed through considering security upfront and creating a secure design and
- 756 implementation. Adoption of a systematic security approach, such as the NIST Risk
- 757 Management Framework [35], can help address these potential concerns. While further research
- should be conducted in this area, the security analysis in this work did not reveal any non-
- addressable weaknesses that would undermine the overall approach and technology.
- 760
- 761

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Appendix A. List of Symbols, Abbreviations, and Acronyms 850

851 852 BRC

Bitcoin Request for Comment

853 854 ERC

Ethereum Request for Comment

855 **F-NFT**

856 Fractionalized non-Fungible Token

IR

857 858 Interagency or Internal Report

859 NFT

860 Non-Fungible Token

861 IPFS

862 InterPlanetary File System

863 URI

864 Uniform Resource Identifier

865 URL

866 Uniform Resource Locator

867

868 Appendix B. Fractional Token Example

869 Consider a person buying an image NFT from a marketplace. The NFT smart contract records

870 the owner's blockchain address in the NFT's data record. To fractionalize, the owner transfers

871 the NFT to a fractionalized NFT (F-NFT) smart contract. The original NFT smart contract

872 records the F-NFT contract as the owner. The NFT is now "locked" in the F-NFT contract. The

873 F-NFT contract then sells 10 ERC-20 tokens for 1 ETH each and gives the proceeds to the

- 874 original owner, minus a fee. Five users buy the tokens:
- Alice: 4 \$JPEG
- Bob: 1 \$JPEG
- Carol: 2 \$JPEG
- Dave: 1 \$JPEG
- Erin: 2 \$JPEG

880 The F-NFT contract specifies a buyout function that requires at least four of the tokens be

deposited to start the auction. Eventually, Alice decides that she wants the whole NFT to herself and deposits her four tokens to initiate the buyout.

Alice bids 1.1 ETH per token. If she wins, she will need to pay 6.6 ETH to purchase the

- remaining six tokens and claim the original NFT for herself. The other fractional owners would then split the 6.6 ETH proportionally according to the number of ERC-20 tokens that they hold.
- then split the 6.6 ETH proportionally according to the number of ERC-20 tokens that they hold.
- 886 If Bob, Carol, Dave, and Erin collectively bid 1.2 ETH per token and outbid Alice, they would
- then pay 4.8 ETH to Alice and receive a fraction of the four ERC-20 tokens that Alice had
- deposited, proportional to the amount that each owner contributed. If each of them paid 1.2 ETH,
- then they would each gain one additional token (representing fractional ownership) after
- 890 outbidding Alice.
- 891

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