

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. ___)*

VolitionRx Limited

(Name of Company)

Common Stock, \$0.001 par value per share
(Title of Class of Securities)

928661107
(CUSIP Number)

Eight Corporation Limited

**c/o Crowe Morgan Management Limited
8 St. George's Street
Douglas, Isle of Man IM1 1AH
+1 44 1624 665 1000**

With a copy to:

**Marc G. Alcsér, Esq.
Stradling Yocca Carlson & Rauth, P.C.
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
(949) 725-4000**

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

July 24, 2019
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. [X]

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See section 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a person's initial filing on this form with respect to subject class of securities, and for any subsequent amendment containing information which would alter disclosures in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1.	<i>NAMES OF REPORTING PERSON</i> EIGHT CORPORATION LIMITED	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS (see instructions) WC, OO	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) (see instructions) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION ISLE OF MAN	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0
	8.	SHARED VOTING POWER 12,041,570 (1)
	9.	SOLE DISPOSITIVE POWER 0
	10.	SHARED DISPOSITIVE POWER 12,041,570 (1)
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 12,041,570 (1)	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 29.3% (2)	
14.	TYPE OF REPORTING PERSON (see instructions) HC	

- (1) Includes (i) 11,703,151 shares of VolitionRx Limited, or Issuer, common stock, par value \$0.001 per share held by Cotterford Company Limited, or Cotterford, and (ii) 338,419 shares of Issuer common stock held by Hever Investments Limited, or Hever, a company organized in the Isle of Man. Eight Corporation Limited is the sole corporate director of Cotterford and the sole corporate director of Hever.
- (2) Based on 1,609,195 shares issued pursuant to the exercise of a warrant by Cotterford effective July 24, 2019, plus 39,480,658 issued and outstanding shares of Issuer common stock as of May 7, 2019, as reported in the Issuer's Quarterly Report on Form 10-Q, for the quarterly period ended March 31, 2019, or 2019 First Quarter Quarterly Report, filed with the SEC on May 8, 2019, (File No. 001-36833), for an aggregate of 41,089,853 outstanding shares.

1.	NAMES OF REPORTING PERSON COTTERFORD COMPANY LIMITED		
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3.	SEC USE ONLY		
4.	SOURCE OF FUNDS (see instructions) WC, OO		
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) (see instructions) <input type="checkbox"/>		
6.	CITIZENSHIP OR PLACE OF ORGANIZATION ISLE OF MAN		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0	
	8.	SHARED VOTING POWER 11,703,151	
	9.	SOLE DISPOSITIVE POWER 0	
	10.	SHARED DISPOSITIVE POWER 11,703,151	
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,703,151		
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>		
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 28.5% (1)		
14.	TYPE OF REPORTING PERSON (see instructions) IV		

- (1) Based on 1,609,195 shares issued pursuant to the exercise of a warrant by Cotterford effective July 24, 2019, plus 39,480,658 issued and outstanding shares of Issuer common stock as of May 7, 2019, as reported in the Issuer's 2019 First Quarter Quarterly Report, for an aggregate of 41,089,853 outstanding shares.

Item 1. Security and Issuer

The securities to which this Schedule 13D relates are the shares of common stock, par value \$0.001 per share (the "Common Stock") of VolitionRx Limited, a Delaware corporation (the "Issuer"). The address of the principal executive office of the Issuer is 13215 Bee Cave Parkway, Suite 125, Galleria Oaks B, Austin, Texas 78738.

Item 2. Identity and Background**(a) Name of Reporting Persons and Directors**

This Schedule 13D is being filed jointly by Eight Corporation Limited ("ECL") and Cotterford Company Limited ("Cotterford") and together with ECL, the "Reporting Persons") with respect to shares of Common Stock of the Issuer. ECL is the sole corporate director of Cotterford. In addition, ECL is the sole corporate director of Hever Investments Limited ("Hever"). Accordingly, ECL may be deemed to be a beneficial owner of such shares held by Cotterford and Hever. Amy Slee, James Bartholomew McCarney and David John Morgan are the three directors of ECL (the "Directors"). To the best knowledge of the Reporting Persons, the Directors do not have direct ownership of any shares of the Issuer's common stock and the Directors disclaim beneficial ownership of such shares held by Cotterford and ECL, except to the extent of their pecuniary interest therein.

(b) Principal Business Address of the Reporting Persons and Directors

The business address for each of the Reporting Persons and Directors is:

c/o Crowe Morgan Management Limited
8 St. George's Street
Douglas, Isle of Man IM1 1AH

(c) Principal Business or Employment of the Reporting Persons and Directors

ECL is the control person with respect to Cotterford. Its principal business is provision of Corporate Director Services.

Cotterford is a non-U.S. institution that is the functional equivalent of an investment company.

To the best knowledge of the Reporting Persons:

Amy Slee, FCA is a Chartered Accountant and Director of ECL. Amy Slee is also a Director of Crowe Morgan Management Limited, 8 St. George's Street, Douglas, Isle of Man IM1 1AH.

James Bartholomew McCarney, FCCA, ACA is a Chartered Certified Accountant and Director of ECL. James Bartholomew McCarney is also a Director of Crowe Morgan Management Limited, 8 St. George's Street, Douglas, Isle of Man IM1 1AH.

David John Morgan, FCA, FCCA, is a Chartered Certified Accountant and Director of ECL. David John Morgan is also a Director of Crowe Morgan Management Limited, 8 St. George's Street, Douglas, Isle of Man IM1 1AH.

(d)-(e) No Criminal or Civil Convictions or Proceedings:

During the last five years, neither the Reporting Persons nor, to the best knowledge of the Reporting Persons, any of the persons named as Directors have been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors).

During the last five years, neither the Reporting Persons nor, to the best knowledge of the Reporting Persons, any of the persons named as Directors have been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Citizenship of Directors:

To the best knowledge of the Reporting Persons:

Amy Slee is a citizen of the Isle of Man.

James Bartholomew McCahey is a citizen of the Isle of Man.

David John Morgan is a citizen of the Isle of Man.

Item 3. Source and Amount of Funds or Other ConsiderationCommon Stock and Warrants

As of the date hereof, ECL may be deemed to beneficially own an aggregate of 12,041,570 shares of Issuer Common Stock (the "Shares"), which include the Shares held by Cotterford and Hever. As of the date hereof, Cotterford beneficially owns an aggregate of 11,703,151 Shares, which include the Shares held by Cotterford after the exercise of a warrant to purchase 1,609,195 shares on July 24, 2019 (the "Exercise"). To the best knowledge of the Reporting Persons, set forth below are the transactions of the Issuer's securities by the Reporting Persons. To the best knowledge of the Reporting Persons, the Directors have never purchased or entered into any transactions related to the securities of the Issuer in their individual capacities.

As of the date hereof, Cotterford's ownership of the Issuer's Shares consisted of the following:

- (a) 100,000 shares acquired on August 1, 2012, pursuant to an open market purchase for \$1.83 per share;
 - (b) 243,903 shares (the "November 2013 Shares") plus a warrant to purchase up to an additional 243,903 shares of common stock at an exercise price of \$2.40 per share (the "November 2013 Warrant", with each November 2013 Share and warrant to purchase one share referred to as a "November 2013 Unit") acquired in connection with the Common Stock Purchase Agreement between the Issuer and Cotterford, in a private placement transaction closed on November 25, 2013 at a price of \$2.05 per November 2013 Unit;
 - (c) 69,069 shares acquired in 2013 pursuant to an open market purchase for an estimated price of \$2.00 per share;
 - (d) 510,811 shares acquired on February 6, 2014, in a private transaction for \$1.18 per share;
 - (e) 60,250 shares (the "February 2014 Shares") plus a warrant to purchase up to an additional 60,250 shares of common stock at an exercise price of \$2.20 per share (the "February 2014 Warrant", with each February 2014 Share and warrant to purchase one share referred to as a "February 2014 Unit") acquired in connection with the Common Stock Purchase Agreement between the Issuer and Cotterford, in a private placement transaction closed on February 26, 2014 at a price of \$2.10 per February 2014 Unit;
 - (f) 41,116 shares, plus a warrant to purchase up to 94,516 shares of common stock at a price of \$0.50 per share (the "March 2014 Warrant"), acquired on March 10, 2014, pursuant to a private transaction for an aggregate purchase price of \$48,422.06;
 - (g) 22,728 shares acquired on June 5, 2014, pursuant to an open market purchase for \$2.20 per share;
 - (h) 1,070 shares acquired on November 21, 2014, pursuant to an open market purchase for \$3.00 per share;
 - (i) the disposition of the November 2013 Warrant by transfer to Hever on May 31, 2016, at no additional cost to Hever;
 - (j) the disposition of the February 2014 Warrant by transfer to Hever on May 31, 2016, at no additional cost to Hever;
 - (k) the disposition of the March 2014 Warrant by transfer to Hever on May 31, 2016, at no additional cost to Hever;
-

- (l) 5,000,000 shares (the “2018 Shares”) plus a warrant to purchase up to an additional 5,000,000 shares of common stock at a price of \$3.00 per share (the “2018 Warrant”, with each 2018 Share and a warrant to purchase one share referred to as a “2018 Unit”) acquired in connection with a Common Stock Purchase Agreement between the Issuer and Cotterford, in a private placement transaction closed on August 8, 2018, at a price of \$1.80 per 2018 Unit (the “2018 Private Placement”);
- (m) 40,000 shares acquired on November 16, 2018, pursuant to an open market purchase for \$2.27 per share;
- (n) 389,860 shares acquired on February 1, 2019 by transfer from Hever for \$2.93 per share;
- (o) 1,724,138 shares acquired upon the partial exercise of the 2018 Warrant at a purchase price of \$2.90 per share on or about March 8, 2019, pursuant an amendment to the 2018 Warrant between the Issuer and Cotterford, which allowed a temporary reduction in the exercise price of the 2018 Warrant for the limited period, conditioned upon the exercise of a minimum number of warrants for an aggregate exercise price of \$5,000,000;
- (p) 82,209 shares acquired on March 22, 2019, pursuant to an open market purchase for \$2.91 per share;
- (q) 60,250 shares acquired on April 11, 2019 by transfer from Hever, for \$2.20 per share;
- (r) 1,666,667 shares acquired upon the partial exercise of the 2018 Warrant at a purchase price of \$3.00 per share on or about May 13, 2019, for an aggregate exercise price of \$5,000,001;
- (s) 77,675 shares acquired on June 21, 2019, pursuant to an open market purchase for \$2.95 per share;
- (t) 4,210 shares acquired on July 9, 2019, pursuant to an open market purchase for \$2.95 per share; and
- (u) 1,609,195 shares acquired upon the exercise of the remaining balance of the 2018 Warrant at a purchase price of \$3.00 per share on July 24, 2019, for an aggregate exercise price of \$4,827,585.

The source of funds for the acquisitions of the Issuer’s Shares (including through exercises of outstanding warrants) by Cotterford referenced above consisted of working capital and intercompany transfers. None of the funds used for acquisitions of the Issuer’s Shares were funded with borrowings.

As of the date hereof, Hever’s ownership of the Issuer’s Shares consisted of the following:

- (i) the transfer from Cotterford of the November 2013 Warrant to purchase up to 243,903 shares of common stock at an exercise price of \$2.40 per share, on May 31, 2016, at no additional cost to Hever;
 - (ii) the transfer from Cotterford of the February 2014 Warrant to purchase up to 60,250 shares of common stock at an exercise price of \$2.20 per share, on May 31, 2016, at no additional cost to Hever;
 - (iii) the transfer from Cotterford of the March 2014 Warrant to purchase up to 94,516 shares of common stock at an exercise price of \$0.50 per share, on May 31, 2016, at no additional cost to Hever;
 - (iv) 94,516 shares acquired upon exercise of the March 2014 Warrant on June 14, 2016, for \$0.50 per share or a total exercise price of \$47,258;
 - (v) 97,969 shares acquired on September 9, 2016, pursuant to an open market purchase for \$2.09 per share;
 - (vi) 65,891 shares acquired on November 4, 2016, pursuant to an open market purchase for \$4.08 per share;
 - (vii) 20,000 shares acquired on January 8, 2018, pursuant to an open market purchase for \$3.05 per share;
 - (viii) 50,000 shares acquired on January 9, 2018, pursuant to an open market purchase for \$2.90 per share;
 - (ix) 56,000 shares acquired on January 9, 2018, pursuant to an open market purchase for \$2.94 per share;
 - (x) 50,000 shares acquired on January 10, 2018, pursuant to an open market purchase for \$2.95 per share;
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- (xi) 50,000 shares acquired on January 10, 2018, pursuant to an open market purchase for \$2.92 per share;
- (xii) 243,903 shares acquired upon exercise of the November 2013 Warrant on October 17, 2018, for \$2.40 per share or an aggregate exercise price of \$585,367.20;
- (xiii) 60,250 shares acquired upon exercise of the February 2014 Warrant, on October 17, 2018, for \$2.20 per share or an aggregate exercise price of \$132,550;
- (xiv) the disposition by transfer of 389,860 shares of common stock to Cotterford, on February 1, 2019 for \$2.93 per share; and
- (xv) the disposition by transfer of 60,250 shares of common stock to Cotterford, on April 11, 2019, for \$2.20 per share.

The source of funds for the acquisitions by Hever of the Issuer's Shares (including through exercises of outstanding warrants) by Hever referenced above consisted of working capital and intercompany transfers. None of the funds used for acquisitions of the Issuer's Shares were funded with borrowings.

Item 4. Purpose of Transaction

The purchases by the Reporting Persons were all made for investment purposes. With respect to the recent Exercise, Cotterford acquired the shares of the Issuer pursuant to the exercise of the 2018 Warrant, which Exercise was effected prior to the expiration of the 2018 Warrant. As previously disclosed, to the best knowledge of the Reporting Persons, the Directors have never purchased securities of the Issuer in their individual capacities.

In the future, each of the Reporting Persons and the Directors may acquire additional Shares or may dispose of any of the Shares over which they have dispositive power, based on such factors as market conditions, their evaluations of the Issuer's performance and prospects and such other factors as may be deemed relevant by any of them.

Except for above, none of the Reporting Persons nor to the best knowledge of the Reporting Persons, the Directors, has any present plans which relate to or would result in:

- (a) the acquisition by any person of additional securities of the Issuer, or the disposition of any securities of the Issuer;
 - (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries;
 - (c) a sale or transfer of a material amount of assets of the Issuer or of any of its subsidiaries;
 - (d) any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the Board;
 - (e) any material change in the present capitalization or dividend policy of the Issuer;
 - (f) any other material change in the Issuer's business or corporate structure including but not limited to, if the Issuer is a registered closed-end investment company, any plans or proposals to make any changes in its investment policy for which a vote is required by Section 13 of the Investment Company Act of 1940;
 - (g) changes in the Issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person;
 - (h) causing a class of securities of the Issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
 - (i) causing a class of equity securities of the Issuer to become eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act; or
 - (j) any action similar to any of those enumerated above.
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Item 5. Interest in Securities of the Issuer

The percentages of ownership set forth below are based on 1,609,195 shares issued pursuant to the exercise of a warrant by Cotterford effective July 24, 2019, plus 39,480,658 issued and outstanding shares of the Issuer's common stock as of May 7, 2019, as reported in the Issuer's Quarterly Report on Form 10-Q, for the quarterly period ended March 31, 2019, filed with the SEC on May 8, 2019, (File No. 001-36833), for an aggregate of 41,089,853 outstanding shares.

(a) and (b)

A. Eight Corporation Limited

- (a) Amount beneficially owned: 12,041,570
- (b) Percent of Class: 29.3%
- (c) Number of shares as to which ECL has:
 - (i) Sole power to vote or to direct the vote: 0
 - (ii) Shared power to vote or to direct the vote: 12,041,570
 - (iii) Sole power to dispose or to direct the disposition of: 0
 - (iv) Shared power to dispose or to direct the disposition of: 12,041,570

B. Cotterford Company Limited

- (a) Amount beneficially owned: 11,703,151
- (b) Percent of Class: 28.5%
- (c) Number of shares as to which Cotterford has:
 - (i) Sole power to vote or to direct the vote: 0
 - (ii) Shared power to vote or to direct the vote: 11,703,151
 - (iii) Sole power to dispose or to direct the disposition of: 0
 - (iv) Shared power to dispose or to direct the disposition of: 11,703,151

Cotterford directly owns 11,703,151 shares of Issuer's common stock. Hever directly owns 338,419 shares of common stock (or 0.8% of the shares outstanding), based on 41,089,853 shares of Issuer's common stock. ECL is the sole director of both Cotterford and Hever. Accordingly, ECL may be deemed to be a beneficial owner of such shares held by Cotterford and Hever. The Directors of ECL identified in Item 2(a) above, hold shared dispositive and voting control over the Shares beneficially owned by ECL. The Directors disclaim beneficial ownership of such shares of the Reporting Persons except to the extent of their pecuniary interest therein.

- (c) See Item 3.
- (d) Not applicable.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Except as set forth below, there are no contracts, arrangements, understandings or relationships (legal or otherwise) between or among any of the Reporting Persons and any other person with respect to any securities of the Issuer other than the Joint Filing Agreement with respect to this Schedule 13D included as Exhibit 1 to this Schedule 13D.

To the best knowledge of the Reporting Persons, there are no contracts, arrangements, understandings or relationships (legal or otherwise) between or among any of the Directors and any other person with respect to any securities of the Issuer.

Registration Rights

On August 8, 2018, the Issuer and Cotterford entered into a Common Stock Purchase Agreement, or Purchase Agreement, pursuant to which the Issuer agreed to sell common stock of the Issuer, or the Common Stock, to Cotterford in a private placement transaction. Pursuant to the Purchase Agreement, the Issuer filed a Registration Statement on Form S-3, or the Registration Statement, registering the Common Stock for resale, which was declared effective on October 15, 2018 Pursuant to the Purchase Agreement, the Issuer is required to use commercially reasonable efforts to promptly prepare and file with the SEC, and deliver to Cotterford, such amendments and supplements to such Registration Statement and the prospectus used in connection therewith as may be necessary to keep such Registration Statement effective until the earlier of (A) the third anniversary of the closing date of the Purchase Agreement, or (B) the date all Common Stock covered by such Registration Statement (i) has been sold, thereunder or pursuant to Rule 144, or (ii) may be sold without volume or manner-of-sale restrictions pursuant to Rule 144.

The foregoing description of the Purchase Agreement, does not purport to be complete and is qualified in its entirety by the full text of the Purchase Agreement, which is attached as an Exhibit 2 to this Schedule 13D and is incorporated herein by reference.

There are no additional contracts or arrangements between Cotterford, Hever, ECL, the Directors and/or the Issuer related to the Issuer's shares.

Item 7. Material to be Filed as Exhibits

- Exhibit 1 Joint Filing Agreement, effective July 29, 2019, by and between Cotterford Company Limited and Eight Corporation Limited.
 - Exhibit 2 Common Stock Purchase Agreement, dated August 8, 2018, by and between VolitionRx Limited and Cotterford Company Limited.
-

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: July 29, 2019

EIGHT CORPORATION LIMITED

By: /s/ Amy Slee
Amy Slee, Director

Dated: July 29, 2019

COTTERFORD COMPANY LIMITED

By: EIGHT CORPORATION LIMITED, as Director

By: /s/ Amy Slee
Amy Slee, Director

Joint Filing Agreement

In accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing of a statement on Schedule 13D (including amendments thereto) with respect to the Common Stock, par value \$0.001 per share, of VolitionRx Limited, a Delaware corporation, and that this Agreement may be included as an Exhibit to such joint filing. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned hereby execute this Joint Filing Agreement as of the dates set forth below.

Dated: July 29, 2019

COTTERFORD COMPANY LIMITED

By: EIGHT CORPORATION LIMITED, as Director

By: /s/ Amy Slee
Amy Slee, Director

Dated: July 29, 2019

EIGHT CORPORATION LIMITED

By: /s/ Amy Slee
Amy Slee, Director

[Signature Page to Joint Filing Agreement to Schedule 13D]

COMMON STOCK PURCHASE AGREEMENT

by and between

VolitionRx Limited

and

Cotterford Company Limited

August 8, 2018

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EXHIBITS

Exhibit A – Wire Instructions

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COMMON STOCK PURCHASE AGREEMENT

This Common Stock Purchase Agreement (this “**Agreement**”) dated as of August 8, 2018 is made by and between VolitionRx Limited, a Delaware corporation, (the “**Company**”), and Cotterford Company Limited (the “**Purchaser**”).

RECITALS

In accordance with the terms and conditions of this Agreement and pursuant to exemptions from registration under the Securities Act of 1933, as amended (the “**Securities Act**”), the Company has agreed to issue and sell, and the Purchaser has agreed to purchase 5,000,000 shares of the Company’s common stock, par value \$0.001 per share (“**Common Stock**”), and a warrant to purchase 5,000,000 shares of Common Stock (the “**Warrant**”).

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Purchaser hereby agree as follows:

1. PURCHASE AND SALE

(a) Authorization of Shares. The Company has authorized (i) the sale and issuance to the Purchaser of the shares of Common Stock, (ii) the sale and issuance to the Purchaser of the Warrant, and (iii) the issuance of shares of Common Stock to be issued upon exercise of the Warrant (the “**Warrant Shares**”).

(b) Purchase of Shares and Warrant. At the Closing (as defined below), the Company shall issue and sell to the Purchaser, and the Purchaser shall purchase from the Company, upon the terms and subject to the conditions set forth herein (i) 5,000,000 shares of Common Stock (the “**Shares**”) and (ii) a Warrant to purchase 5,000,000 shares of Common Stock, for an aggregate purchase price of \$9,000,000 (the “**Purchase Price**”), based on a purchase price per Share of \$1.80 (the “**Per Share Purchase Price**”).

2. THE CLOSING

(a) Closing Date. The date and time of the closing of the purchase and sale of the Shares and Warrant (the “**Closing**”) shall occur on August 10, 2018 at 5:00 p.m. Pacific time, at the offices of Stradling Yocca Carlson & Rauth, P.C., 660 Newport Center Drive, Suite 1600, Newport Beach, California 92660 (subject to the satisfaction or waiver of the conditions set forth in Subsections (c) and (d) of this Section 2), or at such other location, date and time as may be agreed upon between the Company and the Purchaser (the “**Closing Date**”).

(b) Form of Payment. On the Closing Date, the Purchaser shall pay the Company the Purchase Price for the Shares and the Warrant to be issued and sold to the Purchaser, by wire transfer of immediately available funds to the account set forth on Exhibit A, and, in accordance with Section 2(c) below, the Company shall deliver to the Purchaser the original certificate or certificates representing the Shares (unless electronic book entry form is available and agreed upon between the parties) and the original Warrant, registered in the name of the Purchaser.

(c) Conditions to the Purchaser’s Obligation to Purchase the Shares. The Purchaser’s obligation to purchase the Shares and the Warrant shall be subject to the satisfaction, on or before the Closing Date, of each of the following conditions, provided that these conditions are for the Purchaser’s sole benefit and may be waived by the Purchaser at any time in its sole discretion:

- (i) receipt of a copy of this Agreement executed by the Company;
 - (ii) evidence of instructions from the Company to the transfer agent for the Common Stock with respect to the issuance and delivery of one or more certificates representing the Shares;
 - (iii) receipt of a copy of the Warrant in the form attached as Exhibit B, duly executed by the Company (with the original to be delivered within ten calendar days following the Closing Date);
 - (iv) the Company shall have delivered to the Purchaser a Compliance Certificate, executed by the Chief Executive Officer of the Company, dated as of the Closing Date, to the effect that the conditions specified in subsections (vi), and (vii) of this Section 2(c) have been satisfied;
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- (v) the Company shall have delivered to the Purchaser a certificate of its Secretary certifying as to (A) the resolutions of the Board of Directors of the Company (the “**Board**”) approving this Agreement and the transactions contemplated hereby, including the actions required by the Company pursuant to this Section 2(c); and (B) that each of the Company’s charter and bylaws is true and complete, has not been modified and is in full force and effect;
- (vi) the representations and warranties of the Company in this Agreement shall be true, correct and complete as of the Closing Date (except for representations and warranties that speak as of a specific date, which shall be true, correct and complete as of such date) and the Company shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Company at or prior to the Closing;
- (vii) no temporary restraining order, preliminary or permanent injunction or other order or decree, and no other legal restraint or prohibition, shall exist which questions the validity of this Agreement or the right of the Company or the Purchaser, as the case may be, to enter into this Agreement or prevents or could reasonably be expected to prevent the consummation of the transactions contemplated by this Agreement, nor shall any proceeding have been commenced or threatened with respect to the foregoing;
- (viii) the Shares and the Warrant Shares shall have been approved for inclusion on the NYSE American; and
- (ix) receipt of such other information, certificates and documents as the Purchaser may reasonably request.

(d) Conditions to the Company’s Obligation to Issue and Sell the Shares. The Company’s obligation to issue and sell the Shares shall be subject to the satisfaction, on or before the Closing Date, of each of the following conditions, provided that these conditions are for the Company’s sole benefit and may be waived by the Company at any time in its sole discretion:

- (i) receipt of a copy of this Agreement executed by the Purchaser;
- (ii) receipt of payment of the Purchase Price from the Purchaser;
- (iii) the representations and warranties of the Purchaser in this Agreement shall be true, correct and complete as of the date of this Agreement and the Closing Date (except for representations and warranties that speak as of a specific date, which shall be true, correct and complete as of such date) and the Purchaser shall have performed, satisfied and complied with in all material respects the covenants, agreements and conditions of the Purchaser to be performed, satisfied or complied with by it under this Agreement at or prior to the Closing; and
- (iv) no temporary restraining order, preliminary or permanent injunction or other order or decree, and no other legal restraint or prohibition shall exist which questions the validity of this Agreement or the right of the Company or the Purchaser, as the case may be, to enter into this Agreement or prevents or could reasonably be expected to prevent the consummation of the transactions contemplated by this Agreement, nor shall any proceeding have been commenced or threatened with respect to the foregoing.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Purchaser, subject to such exceptions as are set forth in the SEC Documents (as defined below) and the Schedules to this Agreement, as follows:

(a) Organization and Qualification. The Company is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware, and has the requisite corporate power and authority to own its properties and to carry on its business as now being conducted and as described in the SEC Documents. The Company's direct and indirect subsidiaries (collectively, the "**Subsidiaries**") are companies duly organized and existing in good standing under the laws of the jurisdiction in which they are incorporated and organized, and have the requisite corporate power to own their properties and to carry on their business as now being conducted and as described in the SEC Documents. Copies of the Company's Second Amended and Restated Certificate of Incorporation, as amended (the "**Charter**") and Amended and Restated Bylaws of the Company, as amended (the "**Bylaws**"), and in each case, all amendments thereto, have been filed as exhibits to the Company's SEC Documents and have not been further modified, and the Company has no present intention to modify the Charter and Bylaws. The Company and each of its Subsidiaries is duly qualified as a foreign corporation to do business, and is in good standing, in every jurisdiction in which its ownership of property or the nature of the business conducted and proposed to be conducted by it makes such qualification necessary, except where the failure to be so qualified or in good standing would not, individually or in the aggregate, have or reasonably be expected to result in a material adverse effect on the condition (financial or otherwise), earnings, assets, results of operations, business or properties of the Company and its Subsidiaries, taken as a whole ("**Material Adverse Effect**").

(b) Authorization; Enforcement; Validity. The Company has the requisite corporate power and authority to enter into and perform its obligations under this Agreement and to issue the Shares and the Warrant in accordance with the terms hereof. The execution and delivery of this Agreement by the Company and the consummation and performance by the Company of the transactions contemplated hereby, including, without limitation, the issuance of the Shares, the Warrant and the Warrant Shares (collectively, the "**Securities**"), have been duly authorized by all requisite corporate action. This Agreement has been duly executed and delivered by the Company. This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of creditors' rights and remedies.

(c) Capitalization. As of the date of this Agreement, the authorized capital stock of the Company consists of (i) 100,000,000 shares of Common Stock. As of the date of this Agreement and prior to the issuance of the Shares and the Warrant under this Agreement, (i) 30,031,225 shares of Common Stock are issued and outstanding; (ii) 3,598,967 shares of Common Stock are duly reserved for future issuance pursuant to outstanding stock options; (iii) 1,701,930 shares of Common Stock are duly reserved for future issuance pursuant to outstanding warrants; and (iv) 809,000 shares of Common Stock are duly reserved for future issuance pursuant to the Company's stock plans (including 750,000 shares of Common Stock subject to approval by the Company's stockholders at the 2018 annual meeting). All of the issued shares of capital stock of the Company have been duly and validly authorized and issued, are fully paid and non-assessable, and have been issued in compliance with federal and state securities laws. Except as set forth above, in the SEC Documents, (i) no shares of the Company's capital stock are subject to preemptive rights or any other similar rights; (ii) there are no outstanding options, warrants, rights to subscribe to, calls or commitments relating to, or securities or rights convertible into, any shares of capital stock of the Company, or contracts, commitments, understandings or arrangements by which the Company is or may become bound to issue additional shares of capital stock of the Company or options, warrants, rights to subscribe to, calls or commitments relating to, or securities or rights convertible into, any shares of capital stock of the Company. The Company has no knowledge of any voting agreements, buy-sell agreements, option or right of first purchase agreements or other agreements of any kind among any of the security holders of the Company relating to the securities of the Company held by them.

(d) Issuance of Shares. The Shares and the Warrant Shares have been duly and validly reserved for issuance. The Shares and the Warrant Shares are duly authorized and, upon issuance in accordance with the terms hereof and the Warrant, will be (A) validly issued, fully paid and non-assessable and (B) free from all taxes, liens and charges in the United States of America with respect to the issuance thereof, other than any liens or encumbrances created by or imposed by the Purchaser, and not subject to preemptive rights or other similar rights of stockholders of the Company. Except for the filing of any notice prior or subsequent to the Closing that may be required under applicable state and/or federal securities laws (or comparable laws of any other jurisdiction), no authorization, consent, approval, license, exemption of or filing or registration with any court or governmental department, commission, board, bureau, agency, instrumentality or other third party, is or will be necessary for, or in connection with, the execution and delivery by the Company of this Agreement, for the offer, issue, sale, execution or delivery of the Shares and Warrants, or for the performance by the Company of its obligations under this Agreement. The Company has reserved from its duly authorized capital stock the Shares and the Warrant Shares.

(e) No Conflicts. The execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby do not and will not (i) result in a breach or violation of the Company's Charter or Bylaws; (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under any agreement, indenture or instrument to which the Company is a party; (iii) result in a violation of any statute, law, rule, regulation, order, judgment or decree applicable to the Company; or (iv) result in the imposition of a mortgage, pledge, security interest, encumbrance, charge or other lien on any asset of the Company (except, with respect to clauses (ii) and (iii), for such conflicts, defaults or violations that would not, individually or in the aggregate, have or result in a Material Adverse Effect).

(f) No Violation or Default. The Company is not (i) in violation of its Charter or Bylaws; (ii) in default (or subject to an event which with notice or lapse of time or both would become a default) under any agreement, indenture or instrument to which the Company is a party; (iii) in violation of any law, rule, regulation, order, judgment or decree applicable to the Company; except for such violations or defaults, as described in clauses (ii) or (iii) of this sentence as are set forth in the SEC Documents or as would not, individually or in the aggregate, have or result in a Material Adverse Effect.

(g) SEC Documents. The Company has filed all reports, schedules, forms, statements, exhibits (including certifications of the Company's principal executive and financial officers pursuant to Section 302 and 906 of Sarbanes-Oxley (as defined below) and other documents required to be filed by it with the U.S. Securities and Exchange Commission ("SEC") pursuant to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), since January 1, 2017 (all of the foregoing filed prior to or on the date hereof, or prior to the Closing Date, and all exhibits included therein and financial statements and schedules thereto and documents incorporated by reference therein being referred to in this Agreement as the "**SEC Documents**"). As of the date of filing of each such SEC Document, such SEC Document, as it may have been subsequently amended by filings made by the Company with the SEC prior to the date hereof, complied in all material respects with the requirements of the Exchange Act and the rules and regulations of the SEC promulgated thereunder applicable to such SEC Document. None of the SEC Documents, as of the date filed and as they may have been subsequently amended by filings made by the Company with the SEC prior to the date hereof, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(h) Financial Statements. The financial statements and the related notes thereto of the Company included or incorporated by reference in the SEC Documents comply in all material respects with the applicable requirements of the Exchange Act, as applicable, and present fairly and accurately in all material respects the financial position of the Company as of the dates indicated and the results of operations and the changes in cash flows for the periods specified. Such financial statements have been prepared in conformity with United States generally accepted accounting principles ("**GAAP**") applied on a consistent basis throughout the periods covered thereby, except as specifically stated therein, and the supporting schedules included or incorporated by reference in the SEC Documents present fairly the information required to be stated therein. The Company does not have any material liability or obligation of any nature, whether or not accrued, contingent or otherwise that would be required by GAAP to be disclosed on a balance sheet of the Company or in the notes thereto. The Company has not created any entities or entered into any transactions or created any liabilities or obligations of any nature, whether or not accrued, contingent or otherwise, for the purpose of avoiding disclosure required by GAAP.

(i) No Material Adverse Change. Since the date of the most recent financial statements of the Company included or incorporated by reference in the SEC Documents, except as disclosed in the SEC Documents and as contemplated by this Agreement, (i) there has not been any material change in the capital stock, pursuant to the conversion or exercise of outstanding securities that are convertible into or exercisable for Common Stock, or pursuant to publicly disclosed equity or debt financings, or long-term debt of the Company, or any dividend or distribution of any kind declared, set aside for payment, paid or made by the Company on any class of capital stock, or any material adverse change in or affecting the assets, results of operations, business, properties, management, financial condition or operations of the Company taken as a whole; (ii) the Company has not entered into any transaction or agreement that is material to the Company taken as a whole or incurred any liability or obligation, direct or contingent, that is material to the Company and, except as contemplated by this Agreement, has not made any material change or amendment to a material contract or arrangement by which the Company or any of its assets or properties is bound or subject; and (iii) the Company has not sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor disturbance or dispute or any action, order or decree of any court or arbitrator or governmental or regulatory authority.

(j) Independent Accountants. Sadler, Gibb and Associates, LLC, who have certified certain financial statements of the Company, are, to the Company's knowledge, independent registered public accountants with respect to the Company as required by the Securities Act.

(k) Title to Intellectual Property. To the Company's knowledge, the Company and its Subsidiaries own or possess adequate rights to use all patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights, licenses and know-how (including trade secrets and other unpatented or unpatentable proprietary or confidential compounds, genes, information, systems or procedures) (collectively, the "**Intellectual Property**") necessary for the conduct of the Company's current business. Neither the Company nor any Subsidiary has received a written notice that the Intellectual Property used by the Company or any Subsidiary violates or infringes on the rights of others. To the knowledge of the Company, there is no existing infringement by others of any of the Intellectual Property.

(l) Licenses and Permits. To the Company's knowledge, the Company and each of its Subsidiaries possesses all licenses, certificates, permits and other authorizations issued by the appropriate federal, state, local or foreign governmental or regulatory authorities, that are necessary for the conduct of their respective businesses as described in the SEC Documents. Neither the Company nor any Subsidiary has received notice of any revocation or modification of any such license, certificate, permit or authorization.

(m) Environmental Matters. To the Company's knowledge, the Company and each of its Subsidiaries is in compliance with all foreign, federal, state and local rules, laws and regulations relating to the use, treatment, storage and disposal of hazardous or toxic substances or waste and protection of health and safety or the environment which are applicable to their businesses. To the Company's knowledge, there has been no storage, generation, transportation, handling, treatment, disposal, discharge, emission, or other release of any kind of toxic or other wastes or other hazardous substances by, due to, or caused by the Company or any of its Subsidiaries (or, to the Company's knowledge, any other entity for whose acts or omissions the Company or any of its Subsidiaries is or may be liable) upon any of the property now or previously owned or leased by the Company or any of its Subsidiaries, or upon any other property, in violation of any statute or any ordinance, rule, regulation, order, judgment, decree or permit or which would, under any statute or any ordinance, rule (including rule of common law), regulation, order, judgment, decree or permit, give rise to any liability. There has been no disposal, discharge, emission or other release of any kind onto such property or into the environment surrounding such property of any toxic or other wastes or other hazardous substances with respect to which the Company has knowledge.

(n) Tax Matters. The Company and each of its Subsidiaries (i) has timely filed all necessary federal, state and foreign income and franchise tax returns or has requested extensions thereof, (ii) has paid all federal state, local and foreign taxes due and payable for which it is liable, except for any such taxes currently being contested in good faith, and (iii) does not have any tax deficiency or claims outstanding or assessed or, to the best of the Company's knowledge, proposed against it. There are no tax liens or claims pending or, to the Company's knowledge, threatened against the Company, any of its Subsidiaries, or any of their respective assets or property. There are no outstanding tax sharing agreements or other such arrangements between the Company or any of its Subsidiaries and any other person.

(o) Internal Control over Financial Reporting. The Company maintains a system of internal control over financial reporting (as such is defined in Rule 13a-15(f) of the Exchange Act) that complies with the requirements of the Exchange Act and has been designed by the Company's principal executive officer and principal financial officer, or under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. Since the date of the latest audited financial statements included in the SEC Documents, there has been no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

(p) Disclosure Controls and Procedures. The Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) of the Exchange Act) that comply with the requirements of the Exchange Act. Such disclosure controls and procedures have been designed to ensure that material information relating to the Company is accumulated and communicated to the Company's management, including the Company's principal executive officer and principal financial officer, by others within those entities.

(q) Absence of Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending or, to the knowledge of the Company, threatened in writing against the Company or any of its Subsidiaries which (i) adversely affects or challenges the legality, validity or enforceability of this Agreement or the Securities or (ii) would reasonably be expected to result in a Material Adverse Effect.

(r) Investment Company Act. The Company is not, nor, after giving effect to the sale of the Shares and the Warrants and the application of the proceeds therefrom, will it become, an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the SEC thereunder.

(s) Certain Fees. No brokerage or finder's fees or commissions are or will be payable by the Company to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other person with respect to the transactions contemplated by this Agreement.

(t) Regulation. Assuming the accuracy of the representations and warranties made by the Purchaser in Section 4 of this Agreement, the offer, issuance, sale and delivery of the Securities in accordance with the terms herein and in the Warrants are or will be exempt from the registration requirements of the Securities Act and the qualification or registration provisions of applicable state securities laws. Neither the Company nor any person acting on its behalf has conducted any general solicitation or general advertising (as those terms are used in Regulation D) in connection with the offer or sale of any of the Securities.

4. PURCHASER'S REPRESENTATIONS AND WARRANTIES

The Purchaser hereby represents and warrants to the Company as follows:

(a) Transfer or Resale. The Purchaser understands that the Securities have not been registered under the Securities Act or any state securities laws, and may not be offered for sale, sold, assigned or transferred without registration under the Securities Act or an exemption therefrom and that, in the absence of an effective registration statement under the Securities Act, such Securities may only be sold under certain circumstances as set forth in the Securities Act.

(b) Investment Purpose. The Purchaser is acquiring the Securities for its own account for investment only and not with a view towards, or for resale in connection with, the public sale or distribution thereof. The Purchaser does not have any agreement or understanding, directly or indirectly, with any person to distribute any of the Securities.

(c) General Solicitation. The Purchaser is not purchasing the Securities as a result of any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

(d) Information. The Purchaser (directly or through its advisors, if any) (i) has been furnished with or has had full access to all of the publicly available information that it considers necessary or appropriate for deciding whether to purchase the Securities, (ii) has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Securities, (iii) can bear the economic risk of a total loss of its investment in the Securities and (iv) has such knowledge and experience in business and financial matters so as to enable it to understand the risks of and form an investment decision with respect to its investment in the Securities.

(e) Reliance on Exemptions; Purchaser Status. The Purchaser understands that the Securities are being offered and sold to it in reliance on specific exemptions from the registration requirements of the Securities Act and that the Company is relying upon the truth and accuracy of, and the Purchaser's compliance with, the representations, warranties, agreements, acknowledgments and understandings of the Purchaser set forth in this Agreement in order to determine the availability of such exemptions and the eligibility of the Purchaser to acquire the Securities. At the time the Purchaser was offered the Securities, it was, and at the date hereof it is an "accredited investor" as defined in Rule 501(a) under the Securities Act.

(f) No Governmental Review. The Purchaser understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Securities or the fairness or suitability of the investment in the Securities nor have such authorities passed upon or endorsed the merits of the offering of the Securities.

(g) Authorization; Enforcement; Validity. The Purchaser is an entity duly organized and validly existing under the laws of the jurisdiction of its organization with full right, corporate or limited partnership power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder. The execution, delivery and performance by the Purchaser of the transactions contemplated by this Agreement has been duly authorized by all necessary corporate or limited partnership action on the part of the Purchaser and any other governmental action with respect to the Purchaser. This Agreement has been duly executed by the Purchaser, and when delivered by the Purchaser in accordance with terms hereof, will constitute the valid and legally binding obligation of the Purchaser, enforceable against it in accordance with its terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of creditors' rights and remedies.

(h) No Conflicts. The execution, delivery and performance of this Agreement by the Purchaser and the consummation by the Purchaser of the transactions contemplated hereby do not and will not (i) result in a violation of the Purchaser's charter, bylaws, or other similar organizational documents; (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under any agreement, indenture or instrument to which the Purchaser is a party; or (iii) result in a violation of any law, rule, regulation, order, judgment or decree applicable to the Purchaser, except for such conflicts, defaults, terminations, amendments, accelerations, cancellations, violations and impositions as described in clauses (ii) or (iii) of this sentence as would not, individually or in the aggregate, have or result in a material adverse effect on the Purchaser or its ability to consummate the transactions contemplated by this Agreement.

(i) Residency. The Purchaser is a resident of (or, if an entity, has its principal place of business in) the jurisdiction set forth immediately below the Purchaser's name on the signature page hereto.

5. RESTRICTIONS ON TRANSFER

(a) Resales. The Purchaser agrees that the Securities may only be sold or transferred (i) pursuant to an effective registration statement under the Securities Act (including the Registration Statement (as defined in Section 6(g))), or (ii) pursuant to an exemption from registration under the Securities Act.

(b) Rule 144. The Purchaser is aware of Rule 144 under the Securities Act and the restrictions imposed thereby and further understands and agrees that if the Purchaser beneficially owns 10% or more of the Company's then outstanding securities the Company will deem the Purchaser to be an "affiliate" as defined in Rule 144(a)(1) and any transfers of the Securities by the Purchaser shall be subject to the limitations applicable to affiliates set forth in the Securities Act and the rules promulgated thereunder, including without limitation Rule 144.

(c) Legends. The Purchaser agrees to the imprinting, so long as is required by this Section 5, of a legend on any of the Securities in substantially the following form:

"THIS SECURITY HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY."

(d) Legend Removal. The Company shall cause its counsel to promptly issue a legal opinion to the transfer agent for the Common Stock with respect to removal of the legend set forth in Section 5(c) above, (i) following any sale of such Shares or Warrant Shares pursuant to an effective registration statement, (ii) following any sale of such Shares or Warrant Shares pursuant to Rule 144, or (iii) when such Shares or Warrant Shares may be sold under Rule 144, without the requirement for the Company to be in compliance with the current public information required under Rule 144 as to such Shares and Warrant Shares and without volume or manner-of-sale restrictions.

6. OTHER AGREEMENTS AND COVENANTS

(a) Form D; Blue Sky Filings. The Company agrees to timely file a Form D with respect to the Securities as required under Regulation D, if applicable, and to provide a copy thereof, promptly upon request of the Purchaser. The Company shall take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for, or to qualify the Securities for, sale to the Purchaser at the Closing under applicable securities or "Blue Sky" laws of the states of the United States, and shall provide evidence of such actions promptly upon request of the Purchaser.

(b) Reservation of Shares. As of the date hereof, the Company has reserved and the Company shall continue to reserve and keep available at all times, free of preemptive rights, a sufficient number of shares of Common Stock for the purpose of enabling the Company to issue Shares pursuant to this Agreement and Warrant Shares pursuant to any exercise of the Warrant.

(c) Exchange Act Filings. Until such time that all of the Securities may be sold without the requirement for the Company to be in compliance with Rule 144(c)(1), the Company covenants to use commercially reasonable efforts to timely file (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to the Exchange Act; provided, however, that if the Company is not required to file reports pursuant to the Exchange Act, it will prepare and furnish to the Purchaser and make publicly available in accordance with Rule 144(c)(1) such information as is required for the Purchaser to sell the Securities under Rule 144.

(d) Integration. The Company shall not sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that would be integrated with the offer or sale of the Securities in a manner that would require the registration under the Securities Act of the sale of the Securities or that would be integrated with the offer or sale of the Securities for purposes of the rules and regulations of any trading market such that it would require shareholder approval prior to the closing of such other transaction unless shareholder approval is obtained before the closing of such subsequent transaction.

(e) Expenses. Each party shall bear all costs and expenses incurred by such party in connection with the transactions contemplated by this Agreement.

(f) Purchaser Exchange Act Filings. The Purchaser shall solely be responsible for the filing (and for all expenses in connection therewith) of required filings under the Exchange Act and all required amendments thereto relating to ownership of the Securities, including any required Forms 3, 4 and 5 and Schedules 13D or 13G (as applicable). The Purchaser shall use commercially reasonable efforts to file such forms within the time period allowed for such forms under the rules and regulations promulgated by the SEC.

(g) Registration Rights.

- (i) The Company shall, within sixty (60) days immediately following the Closing Date, prepare and file with the SEC a registration statement on Form S-3 or other appropriate form if Form S-3 is not available to the Company (a "**Registration Statement**") in order to register with the SEC under the Securities Act of 1933, as amended (the "**Securities Act**") for resale by the Purchaser on a delayed or continuous basis pursuant to Rule 415 under the Securities Act any or all of the Shares purchased by the Purchaser on the Closing Date as well as the Warrant Shares (the "**Registrable Securities**"). The Purchaser agrees to cooperate with the Company in the preparation of such filing, including without limitation furnishing the Company with a completed selling stockholder questionnaire in the form reasonably requested by the Company.
- (ii) The Company shall use its commercially reasonable efforts to cause such Registration Statement to become effective (the "**Effective Date**") as soon as reasonably practicable following the filing and take all other commercially reasonable actions necessary under any federal law or regulation to permit all Registrable Securities to be sold or otherwise disposed of.
- (iii) If at any time, there is not an effective Registration Statement covering all of the Registrable Securities and the Company shall determine to prepare and file with the SEC a registration statement relating to an offering for its own account or the account of others under the Securities Act of any of its equity securities, other than on Form S-4 or Form S-8 (each as promulgated under the Securities Act) or their then equivalents relating to equity securities to be issued solely in connection with any acquisition of any entity or business or equity securities issuable in connection with stock option or other employee benefit plans, the Company shall send to the Purchaser to the extent not then eligible to sell all of its Registrable Securities under Rule 144 in a three-month period, written notice of such determination and if, within ten days after receipt of such notice, the Purchaser shall so request in writing, shall include in such registration statement all or any part of such Registrable Securities the Purchaser requests to be registered (subject to cutbacks at the request of the underwriters, if applicable).
- (iv) The Company shall promptly notify the Purchaser, at any time when a prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the happening of any event as a result of which the prospectus included in or relating to such Registration Statement contains an untrue statement of a material fact or omits to state any fact necessary to make the statements therein not misleading.

- (v) The Company shall use commercially reasonable efforts to promptly prepare and file with the SEC, and deliver to the Purchaser, such amendments and supplements to such Registration Statement and the prospectus used in connection therewith as may be necessary to keep such Registration Statement effective until the earlier of (A) the third anniversary of the Closing Date, or (B) all Registrable Securities covered by such Registration Statement (i) have been sold, thereunder or pursuant to Rule 144, or (ii) may be sold without volume or manner-of-sale restrictions pursuant to Rule 144.
- (vi) The Company shall bear all expenses in connection with the registration procedures set forth in this Section 6(g), other than any expenses relating to the sale of the Registrable Securities by the Purchaser (e.g., the Company shall not bear any fees or expenses for Purchaser's counsel, broker's commissions, discounts or fees and transfer taxes).
- (vii) By its acquisition of Registrable Securities, the Purchaser agrees that, upon receipt of a notice from the Company of the occurrence (i) of the issuance by the SEC or any other federal or state governmental authority of any stop order suspending the effectiveness of a Registration Statement covering any or all of the Registrable Securities or the initiation of any proceedings for that purpose; (ii) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose, (iii) of the occurrence of any event or passage of time that makes the financial statements included in a Registration Statement ineligible for inclusion therein or any statement made in a Registration Statement or prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to a Registration Statement, prospectus or other documents so that, in the case of a Registration Statement or the prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or (iv) of the occurrence or existence of any pending corporate development with respect to the Company that the Company believes may be material and that, in the determination of the Company, makes it not in the best interest of the Company to allow continued availability of a Registration Statement or prospectus, then in each such case ((i) through (iv) above) the Purchaser will forthwith discontinue disposition of such Registrable Securities under a Registration Statement until it is advised in writing by the Company that the use of the applicable prospectus (as it may have been supplemented or amended) may be resumed. The Company will use its commercially reasonable efforts to ensure that the use of the prospectus may be resumed as promptly as is commercially practicable.

PUBLIC STATEMENTS

7.

If required, the Company shall file a Current Report on Form 8-K within the time required by Form 8-K disclosing the material terms of the transactions contemplated hereby. The Company may also, at its sole discretion, issue one or more press releases announcing the transactions contemplated hereby. The Purchaser shall not issue any press release nor otherwise make any public statement regarding the transactions contemplated hereby without the prior consent of the Company, which consent shall not unreasonably be withheld or delayed, except if such disclosure is required by law, in which case the Purchaser shall promptly provide the Company with prior notice of such public statement or communication. The Purchaser covenants that neither it, nor any affiliate acting on its behalf or pursuant to any understanding with it will execute any purchases or sales of any of the Company's securities during the period commencing with the execution of this Agreement and ending at such time that the transactions contemplated by this Agreement are first publicly announced by the Company pursuant to a press release or Form 8-K. The Purchaser covenants that until such time as the transactions contemplated by this Agreement are publicly disclosed by the Company pursuant to a press release or Form 8-K, such Purchaser will maintain the confidentiality of the existence and terms of this transaction and the information included in this Agreement and the related documents and materials.

8. MISCELLANEOUS

(a) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of Delaware, United States of America, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Delaware. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

(b) Entire Agreement. This Agreement and the documents referenced herein and therein constitute the entire agreement among the parties hereto with respect to the subject matter hereof and thereof. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein and therein. This Agreement and the documents referenced herein and therein supersede all prior agreements and understandings among the parties hereto with respect to the subject matter hereof and thereof. Notwithstanding the foregoing, the terms of any confidentiality agreement entered into between the Company and the Purchaser shall remain in full force and effect.

(c) Amendments and Waivers. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by the Company and the Purchaser or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right.

(d) Notices. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt when delivered by email delivery of a “.pdf” format data file (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) upon receipt, when sent via an internationally recognized overnight delivery service, in each case properly addressed to the party to receive the same. The addresses and email addresses for such communications shall be:

If to the Company:

VolitionRx Limited
1 Scotts Road
#24-05 Shaw Centre
Singapore 228208
Tel: +1 (646) 650-1351
email: notice@volitionrx.com
Attention: Rodney Rootsart

with a copy to (which shall not constitute notice):

Stradling Yocca Carlson & Rauth, P.C.
660 Newport Center Drive
Suite 1600
Newport Beach, CA 92660
Tel: (949) 725-4000
email: malcser@sycr.com
Attention: Marc Alcser

If to the Purchaser:

To the address set forth on the signature page to this Agreement.

(e) No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

(f) Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(g) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(h) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Purchaser (other than by merger, consolidation or sale of all or substantially all of the Company's assets, which shall not require any consent). Except as specifically set forth herein, the Purchaser may assign any or all of its rights under this Agreement to any person to whom the Purchaser assigns or transfers any Securities, provided that such transferee agrees in writing to be bound, with respect to the transferred Securities, by the provisions of this Agreement and the documents referenced herein that apply to the Purchaser.

(i) Survival. The representations and warranties contained herein shall survive the Closing.

(j) No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other person or entity.

(k) Replacement of Securities. If any certificate or instrument evidencing any Securities is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof (in the case of mutilation), or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction. The applicant for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs (including customary indemnity or bond) associated with the issuance of such replacement Securities.

(l) Business Day. "**Business Day**" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

(m) Headings. The headings of this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(n) Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Common Stock Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

COMPANY:

VOLITIONRX LIMITED

By: */s/ Cameron Reynolds* _____

Name: Cameron Reynolds

Title: Chief Executive Officer

PURCHASER:

COTTERFORD COMPANY LIMITED

By: */s/ Amy Slee* _____

Name: Amy Slee

Title: Director of Eight Corporation Limited

as Director of Cotterford Company Limited

Address: 8 St George's Street

Douglas,

Isle of Man IM1 1AH

Email: _____

EXHIBIT A
WIRE INSTRUCTIONS

EXHIBIT B
FORM OF WARRANT

NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY.

COMMON STOCK PURCHASE WARRANT

VOLITIONRX LIMITED

Warrant Shares: 5,000,000

Original Issue Date: August [●], 2018

THIS COMMON STOCK PURCHASE WARRANT (the "**Warrant**") certifies that, for value received, Cotterford Company Limited (the "**Holder**") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the date that is six months following the Original Issue Date (the "**Initial Exercise Date**") and on or prior to the close of business on the one (1) year anniversary of the Original Issue Date (the "**Termination Date**") but not thereafter, to subscribe for and purchase from VolitionRx Limited, a Delaware corporation (the "**Company**"), up to 5,000,000 shares (the "**Warrant Shares**") of Common Stock. The purchase price of one share of Common Stock under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b).

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain Common Stock Purchase Agreement (the "**Purchase Agreement**"), dated August 8, 2018, between the Company and the Holder.

Section 2. Exercise.

a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company (or such other office or agency of the Company as it may designate by notice in writing to the registered Holder at the address of the Holder appearing on the books of the Company) of a duly executed e-mail attachment of the Notice of Exercise Form annexed hereto; and, within three (3) Trading Days following the date said Notice of Exercise is delivered to the Company, the Company shall have received payment in the amount obtained by multiplying the Exercise Price then in effect by the number of Warrant Shares thereby being purchased, as designated in the Notice of Exercise (the "**Aggregate Exercise Price**") by wire transfer. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within three (3) Trading Days of the date the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise Form within three (3) Business Days of receipt of such notice. In the event of any dispute or discrepancy, the records of the Company shall be controlling and determinative in the absence of manifest error. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

b) Exercise Price. The exercise price per share of the Common Stock under this Warrant shall be \$3.00, subject to adjustment hereunder (the "**Exercise Price**").

c) Mechanics of Exercise.

i. Delivery of Certificates Upon Exercise. Certificates for shares purchased hereunder shall be transmitted by the Transfer Agent to the Holder by crediting the account of the Holder's prime broker with the Depository Trust Company through its Deposit Withdrawal Agent Commission ("DWAC") system if the Company is then a participant in such system and the Holder is not an affiliate of the Company and there is an effective Registration Statement permitting the resale of the Warrant Shares by the Holder, and otherwise by physical delivery to the address specified by the Holder in the Notice of Exercise by the date that is five (5) Trading Days after the latest of (A) the delivery to the Company of the Notice of Exercise Form, (B) surrender of this Warrant (if required) and (C) payment of the Aggregate Exercise Price as set forth above. This Warrant shall be deemed to have been exercised on the first date on which all of the foregoing have been delivered to the Company. The Warrant Shares shall be deemed to have been issued, and the Holder or any other person so designated to be named therein shall be deemed to have become a holder of record of such shares for all purposes, as of the date the Warrant has been exercised, with payment to the Company of the Exercise Price and all taxes required to be paid by the Holder, if any, pursuant to Section 2(c)(iv) prior to the issuance of such shares, having been paid.

ii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of the Holder and upon surrender of this Warrant certificate, at the time of delivery of the certificate or certificates representing Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

iii. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.

iv. Charges, Taxes and Expenses. Issuance of certificates for Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such certificate, all of which taxes and expenses shall be paid by the Company, and such certificates shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event certificates for Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto.

v. Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

Section 3. Certain Adjustments.

a) Stock Dividends and Splits. In case of: (i) any subdivision or combination of the Common Stock or (ii) any declaration or payment, without consideration, of any dividend on the Common Stock payable in shares of the Company's capital stock or in any right to acquire shares of its capital stock without consideration, the number of shares of Common Stock or other security issuable upon exercise hereof shall be proportionately increased or decreased, as appropriate, and the Exercise Price shall be proportionately adjusted such that the Aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision or combination.

b) Reclassification. In case of any reclassification of or similar change in the Common Stock, the Company shall execute a new Warrant having substantially similar terms and providing that the holder of this Warrant shall have the right to exercise such new Warrant for the kind and number of shares of stock, other securities, money or property receivable upon such reclassification or change by holders of the Common Stock.

c) Fundamental Transaction. If, at any time while this Warrant is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person and the Company is not the surviving corporation, (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person whereby such other Person acquires more than 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a “**Fundamental Transaction**”), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder, the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the “**Alternate Consideration**”) receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such Fundamental Transaction. For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the “**Successor Entity**”) to assume all of the obligations of the Company under this Warrant in accordance with the provisions of this Section 3(c) prior to such Fundamental Transaction and shall, at the option of the holder of this Warrant, deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant which is exercisable for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon exercise of this Warrant prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Warrant and the other transaction documents referring to the “Company” shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Warrant with the same effect as if such Successor Entity had been named as the Company herein. “**Person**” shall mean an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

d) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

e) Notice to Holder.

i. Adjustment. Whenever the Exercise Price or the number of shares of Common Stock issuable upon exercise is adjusted pursuant to any provision of this Section 3, the Company shall promptly mail to the Holder a notice setting forth the Exercise Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

ii. Notice to Allow Exercise by Holder. If during the term during which this Warrant may be exercised (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be mailed to the Holder at its last address as it shall appear upon the Warrant Register (as defined below) of the Company, at least ten (10) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 4. Transfer of Warrant.

a) Transferability. Subject to compliance with any applicable securities laws and the conditions set forth in Section 4(d) hereof and to the provisions of Section 5 of the Purchase Agreement, this Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form of the Assignment Form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the initial issuance date set forth on the first page of this Warrant and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the "**Warrant Register**"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

d) Transfer Restrictions. If, at the time of the surrender of this Warrant in connection with any transfer of this Warrant, the transfer of this Warrant shall not be either (i) registered pursuant to an effective registration statement under the Securities Act and under applicable state securities or blue sky laws or (ii) eligible for resale without volume or manner-of-sale restrictions or current public information requirements pursuant to Rule 144, the Company may require, as a condition of allowing such transfer, that the Holder or transferee of this Warrant, as the case may be, comply with the provisions of Section 8(h) of the Purchase Agreement.

e) Representation by the Holder. The Holder, by the acceptance hereof, represents and warrants that it is an “accredited investor” as defined in Rule 501(a) under the Securities Act, and is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Shares issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Shares or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempted under the Securities Act. The Holder acknowledges and agrees that the Warrant Shares acquired upon exercise of the Warrant, if not registered, will have restrictions upon resale imposed by state and federal securities laws.

Section 5. Miscellaneous.

a) No Rights as Stockholder Until Exercise. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 2(c)(i).

b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then, such action may be taken or such right may be exercised on the next succeeding Business Day.

d) Authorized Shares. The Company covenants that, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of executing stock certificates to execute and issue the necessary certificates for the Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Stock may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

e) Jurisdiction. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be determined in accordance with the provisions of the Purchase Agreement.

f) Nonwaiver. No course of dealing or any delay or failure to exercise any right hereunder on the part of the Holder shall operate as a waiver of such right or otherwise prejudice the Holder’s rights, powers or remedies.

g) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered in accordance with the notice provisions of the Purchase Agreement.

h) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

i) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to seek specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate. Notwithstanding the foregoing or anything else herein to the contrary, if the Company is for any reason unable to issue and deliver Warrant Shares upon exercise of this Warrant as required pursuant to the terms hereof, the Company shall have no obligation to “net cash settle” this Warrant.

j) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of the Holder. The provisions of this Warrant are intended to be for the benefit of any holder from time to time of this Warrant and shall be enforceable by the holder of Warrant Shares.

k) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the Holder.

l) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

m) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

VOLITIONRX LIMITED

By: _____
Name:
Title:

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NOTICE OF EXERCISE

TO: VolitionRx Limited

(1) The undersigned hereby elects to purchase _____ Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of a wire transfer of lawful money of the United States.

(3) Please issue a certificate or certificates representing said Warrant Shares in the name of the undersigned or in such other name as is specified below:

The Warrant Shares shall be delivered to the following DWAC Account Number or by physical delivery of a certificate to:

Name of Holder: Cotterford Company Limited

Signature of Authorized Signatory of Holder: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

ASSIGNMENT FORM

(To assign the foregoing warrant, execute this form and supply required information. Do not use this form to exercise the warrant.)

FOR VALUE RECEIVED, [] all of or [] shares of the foregoing Warrant and all rights evidenced thereby are hereby assigned to

_____ whose address is

_____.

Dated: _____, _____

Holder's Signature: _____

Holder's Address: _____

Signature Guaranteed: _____

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant, without alteration or enlargement or any change whatsoever, and must be guaranteed by a bank or trust company. Officers of corporations and those acting in a fiduciary or other representative capacity should file proper evidence of authority to assign the foregoing Warrant.