

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **November 7, 2025**

VolitionRx Limited

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of Incorporation)

001-36833

(Commission File Number)

91-1949078

(IRS Employer
Identification Number)

**1489 West Warm Springs Road, Suite 110
Henderson, Nevada 89014**

(Address of principal executive offices and zip code)

+1 (512) 774-8930

(Registrant's telephone number, including area code)

Not Applicable

(Former name or former address, if changed from last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on which Registered
Common Stock, par value \$0.001 per share	VNRX	NYSE American, LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

As previously reported, on October 10, 2025, VolitionRx Limited (the “Company”) entered into an Underwriting Agreement (the “Underwriting Agreement”) with Newbridge Securities Corporation (the “Underwriter”), relating to an underwritten public offering of 11,550,000 shares of the Company’s common stock, par value \$0.001 per share (the “Common Stock”), together with accompanying common stock purchase warrants to purchase up to an aggregate of 11,550,000 shares of Common Stock (the “Closing Warrants”). Each share of Common Stock was offered and sold together with an accompanying common stock warrant to purchase one share of Common Stock at a combined offering price to the public of \$0.52, including \$0.01 per common stock warrant, less an underwriting discount of 7.0% (the “Offering”). Pursuant to the terms of the Underwriting Agreement, the Company also granted the Underwriter a 30-day option (the “Over-Allotment Option”) to purchase up to an additional 1,732,500 shares of Common Stock (the “Option Shares”), as well as accompanying common stock purchase warrants to purchase up to an aggregate of 1,732,500 shares of Common Stock (the “Option Warrants”) at the same combined offering price to the public.

On November 7, 2025, the Company and the Underwriter entered into an amendment to the Underwriting Agreement (the “Amendment”) to modify the terms of the Over-Allotment Option. The Amendment permits the Underwriter, in its sole discretion, to exercise the Over-Allotment Option with respect to solely Option Shares, solely Option Warrants, or any combination thereof, rather than only as a combined exercise for both Option Shares and Option Warrants together. Concurrently with the execution of the Amendment, the Underwriter exercised its Over-Allotment Option to purchase 1,194,000 Option Shares and 1,732,500 Option Warrants at the same price to public as in the Offering, allocated as \$0.51 per share and \$0.01 per warrant, less an underwriting discount of 7.0%.

The foregoing description of the terms of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed as Exhibit 1.1 hereto and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
1.1	Amendment to Underwriting Agreement, dated November 7, 2025, by and between VolitionRx Limited and Newbridge Securities Corporation
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

VOLITIONRX LIMITED

Date: November 7, 2025

By: /s/ Cameron Reynolds

Cameron Reynolds

Chief Executive Officer & President

November 7, 2025

VolitionRx Limited
Attn: Terig Hughes
1489 West Warm Springs Rd., Ste. 110
Henderson, Nevada 89014

Dear Sir:

This letter serves as an amendment (the “**Amendment**”) to the Underwriting Agreement, dated October 10, 2025 (the “**Underwriting Agreement**”), by and between VolitionRx Limited (the “**Company**”) and Newbridge Securities Corporation (the “**Underwriter**”). Capitalized terms not defined herein shall have the meanings ascribed to them in the Underwriting Agreement.

In connection with the impending closing of the Over-Allotment Option, the Company and the Underwriter hereby agree that Section 2.2 of the Underwriting Agreement shall be amended and restated as follows, with the amended portion indicated by striketrough and double underscored text:

2.2 Over-Allotment Option.

(a) For the purposes of covering any over-allotments in connection with the distribution and sale of the Closing Shares and the Closing Warrants, the Underwriter is hereby granted an option (the “Over-Allotment Option”) to purchase, in the aggregate, (i) up to 1,732,500 shares of Common Stock (the “Option Shares”) and/or (ii) up to 1,732,500 accompanying Warrants (the “Option Warrants” and together with the Option Shares, the “Option Securities”) at the Securities Purchase Price. The Over-Allotment Option may be elected with respect to, at the Underwriter’s sole discretion, Option Shares and Option Warrants together, solely Option Shares, solely Option Warrants, or any combination thereof.

(b) In connection with an exercise of the Over-Allotment Option, the purchase price to be paid for the Option Securities is equal to the sum of (i) the product of the Securities Purchase Price \$0.4743 multiplied by the number of Option Shares to be purchased if any, plus (ii) the product of \$0.0093 multiplied by the number of Option Warrants to be purchased, if any. (the aggregate purchase price to be paid on an Option Closing Date, the “Option Closing Purchase Price”).

(c) The Over-Allotment Option granted pursuant to this Section 2.2 may be exercised by the Underwriter as to all (at any time) or any part (from time to time) of the Option Securities Shares and/or Option Warrants within 30 days after the Execution Date. The Underwriter will not be under any obligation to purchase any Option Securities prior to the exercise of the Over-Allotment Option by the Underwriter. The Over-Allotment Option granted hereby may be exercised by the giving of oral notice to the Company from the Underwriter, which must be confirmed in writing by overnight mail or facsimile or other electronic transmission setting forth the number of Option Securities Shares and/or Option Warrants, to be purchased and the date and time for delivery of and payment for the Option Securities Shares and/or Option Warrants (each, an “Option Closing Date”), which will not be later than two (2) full Business Days after the date of the notice or such other time as shall be agreed upon by the Company and the Underwriter, at the offices of McGuireWoods or at such other place (including remotely by facsimile or other electronic transmission) as shall be agreed upon by the Company and the Underwriter. If such delivery and payment for the Option Securities Shares and/or Option Warrants does not occur on the Closing Date, each Option Closing Date will be as set forth in the notice. Upon exercise of the Over-Allotment Option, the Company will become obligated to convey to the Underwriter, and, subject to the terms and conditions set forth herein, the Underwriter will become obligated to purchase, the number of Option Securities Shares and/or Option Warrants specified in such notice. The Underwriter may cancel the Over-Allotment Option at any time prior to the expiration of the Over-Allotment Option by written notice to the Company.

Except as specifically referred to above, all other terms of the Underwriting Agreement shall remain in full force and effect without modification. References in the Underwriting Agreement to “this Agreement” or similar references shall mean the Underwriting Agreement as amended by the Amendment. In the event of any inconsistency or conflict between the terms of the Amendment and the terms of the Underwriting Agreement, the terms of the Amendment shall control.

The Amendment and any claim, controversy or dispute arising under or related to the Amendment, shall be governed by and enforced and construed in accordance with the governing law provisions of Section 7.7 of the Underwriting Agreement.

The Amendment may be executed in two or more counterparts all of which when taken together shall be considered one and the same amendment 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.

[Signature Page Follows]

If the foregoing correctly sets forth the understanding between the Underwriter and the Company, please so indicate in the space provided below for that purpose, whereupon the Amendment shall constitute a binding agreement between the Company and the Underwriter in accordance with its terms.

Yours truly,

NEWBRIDGE SECURITIES CORPORATION

By: /s/ Chad D. Champion

Name: CHAD D. CHAMPION

Title: Senior Managing Director, Head of
Investment Banking and Capital Markets

Accepted on the date first above written:

VOLITIONRX LIMITED

By: /s/ Terig Hughes

Name: TERIG HUGHES

Title: Chief Financial Officer