

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): **October 23, 2026**

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, VolitionRx Limited (the “Company”) and Lind Global Asset Management XII LLC (“Lind”) entered into a Securities Purchase Agreement, dated May 15, 2025, as amended and restated on January 7, 2026, pursuant to which the Company issued and sold to Lind in addition to certain common stock purchase warrants, a senior secured convertible promissory note issued January 15, 2026 in the original principal amount of \$2,400,000 (the “Note”).

On October 23, 2026, the Company and Lind entered into a waiver and consent (the “Waiver”) pursuant to which (i) Lind agreed to accept a partial prepayment of outstanding principal by the Company in the amount of \$500,000 (the “Partial Prepayment”), (ii) Lind agreed not to exercise its conversion rights under the Note on or prior to January 1, 2027 unless and until the closing price per share of Volition’s common stock equals or exceeds \$0.275 per share, (ii) the parties agreed to defer the otherwise required monthly repayments for each of November and December 2026 (the “Future Deferred Repayment Amounts”) and to continue to reflect such amounts in outstanding principal until otherwise satisfied. In connection with the Waiver, the Company prepaid \$500,000 in cash towards the outstanding principal balance under the Note. Following such partial prepayment, the remaining outstanding balance under the Note was \$706,667. Pursuant to the Waiver, Lind also confirmed and agreed that no Event of Default (as defined in the Note) shall be deemed to have occurred from the non-payment of the Future Deferred Repayment Amounts and waived all rights with respect thereto. Additionally, Lind agreed that prior to January 1, 2027 it shall not have the right, and waived its right, to elect to receive any increased Repayment Amount (as defined in the Note).

The foregoing description of the Waiver does not purport to be complete and is qualified in its entirety by reference to the full text of such document, which is attached as Exhibit 10.1 to this Current Report on Form 8-K, and incorporated herein by reference.

Item 8.01 Other Events.

On October 27, 2026, the Company issued a press release announcing the Partial Prepayment and the Waiver. A copy of the press release is included herewith as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d)

Exhibit No.	Description
10.1	Waiver and Consent, dated October 23, 2026, by and between the Company and Lind Global Asset Management XII LLC
99.1	Press Release, dated October 27, 2026
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: October 27, 2026

By: /s/ Cameron Reynolds

Cameron Reynolds

Chief Executive Officer & President

WAIVER AND CONSENT

This Waiver and Consent (this “***Waiver***”) is entered into effective as of October 23, 2026 (the “***Waiver Date***”), by and between Lind Global Asset Management XII LLC, a Delaware limited liability company (“***Lender***” or “***Holder***”), and VolitionRx Limited, a Delaware corporation (“***Borrower***” or “***Maker***”). Capitalized terms used in this Waiver without definition shall have the meanings given to them in the Note (as defined below).

WHEREAS, the Lender and Borrower previously entered into a Securities Purchase Agreement, dated May 15, 2025, as amended and restated on January 7, 2026, pursuant to which the Borrower issued and sold to Lender in a private placement transaction in addition to certain common stock purchase warrants, a senior secured convertible promissory note issued January 15, 2026 in the original principal amount of \$2,400,000 (the “***Note***”).

WHEREAS, the Lender and Borrower previously entered into a Waiver and Consent dated as of May 21, 2026 and a Waiver and Consent dated as of September 2, 2026, each regarding the Note and the Transaction Documents (collectively, the “***Waivers and Consents***”).

WHEREAS, the Lender and Borrower previously agreed to defer the payment of the August, September and October 2026 Repayment Amounts (collectively, the “***Past Deferred Repayment Amounts***”) and to continue to reflect such amounts in the Outstanding Principal Amount unless and until otherwise satisfied.

WHEREAS, the Lender confirmed and agreed that no Event of Default shall be deemed to have occurred from the non-payment of the Past Deferred Repayment Amounts and waived any rights with respect thereto.

WHEREAS, the Lender and Borrower have agreed to waive certain terms and conditions under the Note effective as of the Waiver Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** Each of the parties hereto acknowledges and agrees that the recitals set forth above in this Waiver are true and accurate and are hereby incorporated into and made a part of this Waiver.

2. **Agreement and Waiver.** The Lender acknowledges and agrees that, notwithstanding anything set forth in the Note or the Transaction Documents to the contrary, prior to January 1, 2027, it shall not have the right, and hereby expressly waives such right, to exercise any conversion rights set forth in the Note at a price of less than \$0.275 per share of Common Stock, unless the closing price of the Common Stock is equal to or greater than \$0.275 per share on the Trading Day immediately preceding the delivery of the applicable conversion notice in which such case the Lender may exercise its conversion rights under the Note at the applicable conversion price even if less than \$0.275.

4. **Borrower’s Partial Prepayment.** Pursuant to and in accordance with the terms of the Note, as amended to date including this Waiver, as of the Waiver Date, the Lender elects to permit the Borrower to make, and the Borrower elects to make, a one-time partial prepayment of \$500,000 of the Outstanding Principal Amount, by paying a Prepayment Amount equal to \$525,000 (the “***October Prepayment***”). The Lender hereby waives its conversion rights under the Note with respect to the October Prepayment. For the avoidance of doubt, the Borrower agrees that the October Prepayment shall be paid by the Borrower to the Lender on the Waiver Date. The Borrower acknowledges that following the Waiver Date, the Company shall only be entitled to prepay the Note in full in accordance with the terms thereof and any partial prepayment after the Waiver Date may only proceed with the consent of the Lender, which consent may be granted in the Lender’s sole discretion.

5. Deferral of Principal Installment Payments. The Lender and Borrower agree to defer the payment of the November and December 2026 monthly Repayment Amounts (collectively, the “***Future Deferred Repayment Amounts***”) and to continue to reflect such amounts in the Outstanding Principal Amount unless and until otherwise satisfied. The Lender confirms and agrees that no Event of Default shall be deemed to have occurred from the non-payment of the Future Deferred Repayment Amounts and waives any rights with respect thereto. The Lender further acknowledges and agrees that, notwithstanding anything set forth in the Note or the Transaction Documents to the contrary, prior to January 1, 2027, it shall not have the right, and hereby expressly waives such right, to elect to receive any increased Repayment Amount.

6. Representations and Warranties. Each party to this Waiver hereby represents and warrants to the other party as follows: (a) such party has all requisite power and authority to execute and deliver this Waiver and to carry out its obligations hereunder; and (b) this Waiver has been duly executed and delivered by such party and constitutes such party’s legal, valid and binding obligation, enforceable against such party in accordance with its terms.

7. Other Terms Unchanged. The Note, subject to the Waivers and Consents, remains and continues in full force and effect, constitutes legal, valid, and binding obligations of each of the parties, and is in all respects agreed to, ratified, and confirmed. Except as expressly set forth herein, the execution, delivery, and performance of this Waiver shall not operate as a waiver of, or as an amendment to, any right, power, or remedy of Lender under the Note, as in effect prior to the date hereof. For the avoidance of doubt, this Waiver shall be subject to the governing law and venue provisions as set forth in the Note.

8. Headings. The headings in this Waiver are for reference only and shall not affect the interpretation of this Waiver.

9. Counterparts. This Waiver may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

10. 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 Waiver and the consummation of the transactions contemplated hereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Waiver effective as of the date first set forth above.

LENDER:

LIND GLOBAL ASSET MANAGEMENT XII LLC

Dated: October 23, 2026

By: /s/ Jeff Easton

Name: Jeff Easton

Title: Authorized Signatory

BORROWER:

VOLITIONRX LIMITED

Dated: October 23, 2026

By: /s/ Terig Hughes

Name: Terig Hughes

Title: Chief Financial Officer, VolitionRx Limited

VolitionRx Limited Announces \$500,000 Partial Pre-Payment of Convertible Note in Cash

- *Reduces outstanding principal to only \$0.7 million on the \$2.4 million note and brings total debt reduction across both notes to over \$5.0 million since June 30, 2026.*
- *Secures agreement pausing conversion rights until January 2027 (unless closing share price equals or exceeds \$0.275) and deferring remaining monthly repayments for 2026.*

HENDERSON, Nev., Oct. 27, 2026 /PRNewswire/ -- VolitionRx Limited (NYSE AMERICAN: VNRX) ("Volition"), a multi-national epigenetics company, today announces a \$500,000 partial prepayment in cash towards the outstanding principal balance on its senior secured convertible promissory note, dated January 15, 2026, in the original principal amount of \$2,400,000 (the "Note"), issued to Lind Global Asset Management XII LLC ("Lind"). Following the partial pre-payment, the remaining outstanding balance under the Note as of the date of this announcement is down to \$706,667. As previously announced, the senior secured convertible promissory note, dated May 20, 2025, in the original principal amount of \$7,500,000, also issued to Lind, was fully-satisfied by the Company in September and is no longer outstanding.

In connection with the partial prepayment, Volition and Lind entered into a waiver and consent pursuant to which (i) Lind agreed to accept such prepayment, (ii) Lind agreed not to exercise its conversion rights under the Note on or prior to January 1, 2027 unless and until the closing price per share of Volition's common stock equals or exceeds \$0.275 per share, and (iii) the parties agreed to defer the otherwise required monthly repayments for each of November and December 2026 and to continue to reflect such amounts in outstanding principal until otherwise satisfied.

Cameron Reynolds, Chief Executive Officer, Volition, commented:

"We appreciate Lind's continued partnership and flexibility as reflected in this agreement and are very pleased to prepay a significant portion of the outstanding balance of this Note to Lind in cash well ahead of schedule. With this prepayment, we have extinguished over \$5.0 million across both notes since June 30th, and we expect to have the remaining Note fully-satisfied well in advance of its maturity. We continue to execute against our plan to improve Volition's financial position and further debt and expense reduction remains a top priority as we seek to maximize stockholder value."

About Volition

Volition is a multi-national company focused on advancing the science of epigenetics. Volition is dedicated to saving lives and improving outcomes for people and animals with life-altering diseases through earlier detection, as well as disease and treatment monitoring.

Through its subsidiaries, Volition is developing and commercializing simple, easy to use, cost-effective blood tests to help detect and monitor a range of diseases, including some cancers and diseases associated with NETosis, such as sepsis. Early detection and monitoring have the potential not only to prolong the life of patients, but also to improve their quality of life.

The contents found at Volition's website address are not incorporated by reference into this document and should not be considered part of this document. Such website address is included in this document as an inactive textual reference only.

Safe Harbor Statement

Statements in this press release may be "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, that concern matters that involve risks and uncertainties that could cause actual results to differ materially from those anticipated or projected in the forward-looking statements. Words such as "expects," "anticipates," "intends," "plans," "aims," "targets," "believes," "seeks," "estimates," "optimizing," "potential," "goal," "suggests," "could," "would," "should," "may," "will" and similar expressions identify forward-looking statements. These forward-looking statements reflect the current belief and expectations of management and relate to, among other topics, statements regarding the satisfaction of the remaining obligations under the Note prior to the scheduled maturity date, as well as future reductions of debt and expenses. All statements other than statements of historical fact are statements that could be deemed forward-looking statements. Although Volition believes that the expectations reflected in such forward-looking statements are reasonable, it can give no assurance that such expectations will prove to be correct. Forward-looking statements are subject to risks and uncertainties that may cause Volition's actual activities or results to differ materially from those indicated or implied by any forward-looking statement, including, without limitation, due to risks and uncertainties related to risks disclosed in the documents Volition files from time to time with the SEC, including Volition's Quarterly Reports on Form 10-Q and Annual Reports on Form 10-K. These statements are based on current expectations, estimates and projections about Volition's business based, in part, on assumptions made by management. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions that are difficult to predict. Forward-looking statements are made as of the date of this release, and, except as required by law, Volition does not undertake an obligation to update its forward-looking statements to reflect future events or circumstances.