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

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended **March 31, 2017**

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from ______ to _______

Commission File Number: **001-36833**

VOLITIONRX LIMITED

(Exact name of registrant as specified in its charter)

Delaware	**91-1949078**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

1 Scotts Road
#24-05 Shaw Centre
Singapore 228208
(Address of principal executive offices)

+1 (646) 650-1351
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. ☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). ☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☒
		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 7(a)(2)(B) of the Securities Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). ☐ Yes ☒ No

As of May 5, 2017, there were 26,360,341 shares of the registrant's $0.001 par value common stock issued and outstanding.

VOLITIONRX LIMITED
QUARTERLY REPORT ON FORM 10-Q
FOR THE THREE MONTHS ENDED MARCH 31, 2017

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Use of Terms

Except as otherwise indicated by the context, references in this report to "Company," "VolitionRx," "Volition," "we," "us" and "our" are references to VolitionRx Limited and its wholly-owned subsidiaries, Singapore Volition Pte. Ltd, Belgian Volition SPRL, Hypergenomics Pte Ltd., Volition America Inc. and Volition Diagnostics UK Limited. Additionally, unless otherwise specified, all references to "United States Dollars" or "$" refer to the legal currency of the United States of America.

Nucleosomics®, Nu.Q™ and HyperGenomics® and their respective logos are trademarks and/or service marks of VolitionRx. All other trademarks, service marks and trade names referred to in this report are the property of their respective owners.

PART I - FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

VOLITIONRX LIMITED
Condensed Consolidated Balance Sheets
(Expressed in United States Dollars, except share numbers)

	March 31, 2017 $ (UNAUDITED)	December 31, 2016 $
ASSETS		
Cash and cash equivalents	18,472,964	21,678,734
Prepaid expenses	344,269	165,927
Other current assets	169,083	166,887
Total Current Assets	18,986,316	22,011,548
Property and equipment, net	2,955,205	2,119,027
Intangible assets, net	588,801	602,193
Total Assets	22,530,322	24,732,768
LIABILITIES		
Accounts payable	620,669	281,179
Accrued liabilities	1,283,641	1,439,275
Management and directors' fees payable	90,220	81,057
Current portion of long-term debt	66,503	30,655
Current portion of capital lease liabilities	121,666	119,016
Deferred grant income	46,229	45,510
Current portion of grant repayable	37,386	36,804
Total Current Liabilities	2,266,314	2,033,496
Long-term debt	691,891	432,027
Capital lease liabilities	873,159	889,810
Grant repayable	205,520	202,325
Total Liabilities	4,036,884	3,557,658
STOCKHOLDERS' EQUITY		
Common Stock Authorized: 100,000,000 shares of common stock, at $0.001 par value Issued and outstanding: 26,145,549 shares and 26,126,049 shares, respectively	26,146	26,126
Additional paid-in capital	62,924,738	62,287,252
Accumulated other comprehensive loss	(161,792)	(193,297)
Accumulated deficit	(44,295,654)	(40,944,971)
Total Stockholders' Equity	18,493,438	21,175,110
Total Liabilities and Stockholders' Equity	22,530,322	24,732,768

(The accompanying notes are an integral part of these condensed consolidated financial statements)

VOLITIONRX LIMITED

Condensed Consolidated Statements of Operations and Comprehensive Loss (Unaudited)
(Expressed in United States Dollars, except share numbers)

	For the three months ended March 31, 2017 $	For the three months ended March 31, 2016 $
Revenue	–	–
Operating Expenses		
General and administrative	244,187	228,195
Sales and marketing	148,593	31,880
Professional fees	322,593	447,308
Salaries and office administrative fees	793,758	322,425
Research and development	1,841,552	1,462,820
Total Operating Expenses	3,350,683	2,492,628
Operating Loss	(3,350,683)	(2,492,628)
Provision for Income Taxes	–	–
Net Loss	(3,350,683)	(2,492,628)
Other Comprehensive Income		
Foreign currency translation adjustments	31,505	18,380
Total Other Comprehensive Income	31,505	18,380
Net Comprehensive Loss	(3,319,178)	(2,474,248)
Net Loss per Share – Basic and Diluted	(0.13)	(0.13)
Weighted Average Shares Outstanding – Basic and Diluted	26,128,934	19,289,484

(The accompanying notes are an integral part of these condensed consolidated financial statements)

VOLITIONRX LIMITED

Condensed Consolidated Statements of Cash Flows (Unaudited)

(Expressed in United States Dollars)

	For the three months ended March 31, 2017 $	For the three months ended March 31, 2016 $
Operating Activities		
Net loss	(3,350,683)	(2,492,628)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	93,277	72,243
Loss on disposal of property & equipment	1,929	–
Stock based compensation	584,261	152,657
Warrants issued for services	9,945	(71,647)
Changes in operating assets and liabilities:		
Prepaid expenses	(178,011)	(102,934)
Other current assets	3,151	(5,376)
Accounts payable and accrued liabilities	166,243	286,250
Net Cash Used In Operating Activities	(2,669,888)	(2,161,435)
Investing Activities		
Purchases of property and equipment	(874,891)	–
Net Cash Used in Investing Activities	(874,891)	–
Financing Activities		
Net proceeds from issuance of common shares	43,300	13,257,030
Proceeds from debt payable	287,648	-
Payments on capital lease obligations	(29,858)	(20,370)
Net Cash Provided By Financing Activities	301,090	13,236,660
Effect of foreign exchange on cash	37,919	16,231
Net Change in Cash	(3,205,770)	11,091,456
Cash and cash equivalents – Beginning of Period	21,678,734	5,916,006
Cash and cash equivalents – End of Period	18,472,964	17,007,462

(The accompanying notes are an integral part of these condensed consolidated financial statements)

VOLITIONRX LIMITED
Condensed Consolidated Statements of Cash Flows (Unaudited) (Continued)
(Expressed in United States Dollars)

	For the three months ended March 31, 2017 $	For the three months ended March 31, 2016 $
Supplemental Disclosures of Cash Flow Information :		
Interest paid	12,205	2,364
Income tax paid	-	–
Non Cash Financing Activities:		
Capital lease obligation for equipment purchases	994,825	375,932

(The accompanying notes are an integral part of these condensed consolidated financial statements)

Note 1 - Condensed Financial Statements

The accompanying unaudited financial statements have been prepared by VolitionRx without audit. In the opinion of management, all adjustments (which include only normal recurring adjustments) necessary to present fairly the financial position, results of operations, and cash flows at March 31, 2017, and for all periods presented herein, have been made.

Certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") have been condensed or omitted. It is suggested that these unaudited condensed consolidated financial statements be read in conjunction with the audited consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K, for the fiscal year ended December 31, 2016 as filed with the Securities and Exchange Commission on March 10, 2017. The results of operations for the periods ended March 31, 2017 and 2016 are not necessarily indicative of the operating results for the full years.

Note 2 - Going Concern

The Company's financial statements are prepared using U.S. GAAP applicable to a going concern which contemplates the realization of assets and liquidation of liabilities in the normal course of business. The Company has incurred losses since inception of $44,295,654, has negative cash flows from operations, and currently has no revenues, which creates substantial doubt about its ability to continue as a going concern.

The future of the Company as an operating business will depend on its ability to obtain sufficient capital contributions, financing and/or generate revenues as may be required to sustain its operations. Management plans to address the above as needed by, (a) securing additional grant funds, (b) obtaining additional financing through debt or equity financing and (c) developing and commercializing its products on an accelerated timeline. Management continues to exercise tight cost controls to conserve cash.

The ability of the Company to continue as a going concern is dependent upon its ability to successfully accomplish the plans described in the preceding paragraph and eventually secure other sources of financing and attain profitable operations. The accompanying financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern. If the Company is unable to obtain adequate capital, it could be forced to cease operations.

Note 3 - Summary of Significant Accounting Policies

Basis of Presentation

The financial statements of the Company have been prepared in accordance with U.S. GAAP and are expressed in United States Dollars. The Company's fiscal year end is December 31.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The Company also regularly evaluates estimates and assumptions related to deferred income tax asset valuation allowances.

The Company bases its estimates and assumptions on current facts, historical experience and various other factors that it believes to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities and the accrual of costs and expenses that are not readily apparent from other sources. The actual results experienced by the Company may differ materially and adversely from the Company's estimates. To the extent there are material differences between the estimates and the actual results, future results of operations will be affected.

Note 3 - Summary of Significant Accounting Policies (continued)

Principles of Consolidation

The accompanying condensed consolidated financial statements for the period ended March 31, 2017 include the accounts of the Company and its wholly-owned subsidiaries, Singapore Volition Pte. Limited, Belgian Volition SPRL ("Belgian Volition"), Hypergenomics Pte. Limited, Volition America, Inc., which was formed on February 3, 2017 and Volition Diagnostics UK Limited. All significant intercompany balances and transactions have been eliminated in consolidation.

Cash and Cash Equivalents

The Company considers all highly liquid instruments with a maturity of three months or less at the time of issuance to be cash equivalents. At March 31, 2017 and December 31, 2016, the Company had $18,472,964 and $21,678,734, respectively, in cash and cash equivalents. At March 31, 2017 and December 31, 2016, the Company had approximately $16,435,021 and $17,154,377, respectively, in its domestic accounts in excess of Federal Deposit Insurance Corporation insured limits. At March 31, 2017 and December 31, 2016, the Company had approximately $585,969 and $2,401,894, respectively, in its foreign accounts in excess of the Belgian Deposit Guarantee insured limits. At March 31, 2017 and December 31, 2016, the Company had approximately $931,385 and $1,719,937, respectively, in its foreign accounts in excess of the Singapore Deposit Insurance Scheme. At March 31, 2017 and December 31, 2016, the Company had approximately $46,660 and $nil, respectively, in its foreign accounts in excess of the UK Deposit Protection Scheme.

Basic and Diluted Net Loss Per Share

The Company computes net loss per share in accordance with Accounting Standards Codification ("ASC") 260, "Earnings Per Share," which requires presentation of both basic and diluted earnings per share (EPS) on the face of the income statement. Basic EPS is computed by dividing net loss available to common shareholders (numerator) by the weighted average number of shares outstanding (denominator) during the period. Diluted EPS gives effect to all dilutive potential common shares outstanding during the period using the treasury stock method and convertible preferred stock using the if-converted method. In computing diluted EPS, the average stock price for the period is used in determining the number of shares assumed to be purchased from the exercise of stock options or warrants. As of March 31, 2017, 1,386,887 dilutive warrants and options and 381,068 potentially dilutive warrants and options were excluded from the diluted EPS calculation as their effect is anti-dilutive.

Foreign Currency Translation

The Company's functional currencies are the Euro, the United States Dollar and British Pounds Sterling and its reporting currency is the United States Dollar. Management has adopted ASC 830-20, "Foreign Currency Matters – Foreign Currency Transactions". All assets and liabilities denominated in foreign currencies are translated using the exchange rate prevailing at the balance sheet date. For revenues and expenses, the weighted average exchange rate for the period is used. Gains and losses arising on translation or settlement of foreign currency denominated transactions or balances are included in other comprehensive loss.

Reclassification

Certain balances in previously issued financial statements have been reclassified to be consistent with the current period presentation.

Recent Accounting Pronouncements

Management has considered all recent accounting pronouncements issued since the last audit of our consolidated financial statements. The Company's management believes that these recent pronouncements will not have a material effect on the Company's consolidated financial statements. However, the following pronouncement has been adopted by the Company:

Note 3 - Summary of Significant Accounting Policies (continued)

In March 2016, the FASB Issued ASU No. 2016-09, "Compensation – Stock Compensation (Topic 718)". The amendments in this update simplify aspects of accounting for share-based payment transactions. An entity can now make an entity-wide accounting policy election to either estimate the number of awards that are expected to vest (current GAAP) or account for forfeitures when they occur. The amendments in this update are effective for public business entities for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2016.

Property and Equipment

Property and equipment is stated at cost and is amortized on a straight-line basis, at the following rates:

Computer hardware and software	3 years
Laboratory equipment	5 years
Equipment held under capital lease	5 years
Office furniture and equipment	5 years
Buildings	30 years
Building improvements	15 years
Land	Not amortized

($ expressed in United States Dollars)

Note 4 - Property and Equipment

The Company's property and equipment consist of the following amounts as of March 31, 2017 and December 31, 2016:

	Cost $	Accumulated Depreciation $	March 31, 2017 Net Carrying Value $
Computer hardware and software	155,992	69,746	86,246
Laboratory equipment	678,468	175,708	502,760
Equipment held under capital lease	587,973	215,590	372,383
Office furniture and equipment	104,103	9,952	94,151
Buildings	1,400,691	3,886	1,396,805
Building improvements	419,701	2,294	417,407
Land	85,453	-	85,453
	3,432,381	477,176	2,955,205

	Cost $	Accumulated Depreciation $	December 31, 2016 Net Carrying Value $
Computer hardware and software	157,002	68,229	88,773
Laboratory equipment	313,655	151,541	162,114
Equipment held under capital lease	578,830	183,296	395,534
Office furniture and equipment	32,932	23,361	9,571
Buildings	1,378,911	-	1,378,911
Building improvements	-	-	-
Land	84,124	-	84,124
	2,545,454	426,427	2,119,027

During the three month period ended March 31, 2017 and the three month period ended March 31, 2016, the Company recognized $72,357 and $50,691 respectively, in depreciation expense.

($ expressed in United States Dollars)

Note 5 - Intangible Assets

The Company's intangible assets consist of intellectual property and patents, mainly acquired in the acquisition of Belgian Volition (formerly ValiBio SA). The patents and intellectual property are being amortized over the assets' estimated useful lives, which range from 8 to 20 years.

	Cost $	Accumulated Amortization $	March 31, 2017 Net Carrying Value $
Patents	1,099,667	510,866	588,801
	1,099,667	510,866	588,801

	Cost $	Accumulated Amortization $	December 31, 2016 Net Carrying Value $
Patents	1,085,133	482,940	602,193
	1,085,133	482,940	602,193

During the three month period ended March 31, 2017, and the three month period ended March 31, 2016, the Company recognized $20,920 and $21,552, respectively, in amortization expense.

The Company amortizes the long-lived assets on a straight line basis with terms ranging from 8 to 20 years. The annual estimated amortization schedule over the next five years is as follows:

2017 - remaining	$	62,948
2018	$	83,868
2019	$	83,868
2020	$	83,868
2021	$	83,868

The Company reviews its long lived assets on an annual basis, to ensure that their carrying value does not exceed their fair market value. The Company carried out such a review in accordance with ASC 360 as of December 31, 2016. The result of this review confirmed that the fair value of the patents exceeded their carrying value as of December 31, 2016.

($ expressed in United States Dollars)

Note 6 - Related Party Transactions

The Company has agreements with related parties for consultancy services, stock options and warrants. See Notes 8 (a), 8(b), 9(b) and 10, for further details concerning these agreements.

Note 7 - Common Stock

Issuances Upon Warrant Exercises

On January 26, 2017, 2,000 warrants were exercised at a price of $2.40 per share, for net cash proceeds to the Company of $4,800. As a result, a total of 2,000 shares of common stock were issued.

From March 13, 2017 through March 29, 2017, 17,500 warrants were exercised at a price of $2.20 per share, for net cash proceeds to the Company of $38,500. As a result, a total of 17,500 shares of common stock were issued.

Note 8 – Warrants and Options

a) Warrants

See Note 7.

The following table summarizes the changes in warrants outstanding of the Company during the three month period ended March 31, 2017:

	Number of Warrants	Weighted Average Exercise Price ($)
Outstanding at December 31, 2016	2,162,638	2.40
Granted	-	-
Exercised	(19,500)	(2.22)
Expired	-	-
Outstanding at March 31, 2017	2,143,138	2.40
Exercisable at March 31, 2017	1,993,138	2.39

On February 14, 2017, the Company modified the performance criteria for a vesting milestone on an employee warrant agreement, as a result the Company re-measured warrants held by an employee, to purchase 25,000 shares of common stock at an exercise price of $2.47 per share. These warrants vest on achievement of certain business objectives and expire 3 years from the date of vesting. The Company has calculated the estimated fair market value of these warrants using the Black-Scholes Option Pricing model and the following assumptions: term: 0.5 years, stock price: $4.52, exercise price: $2.47, 55.65% volatility, 0.66% risk free rate.

($ expressed in United States Dollars)

Note 8 – Warrants and Options (continued)

Below is a table summarizing the warrants issued and outstanding as of March 31, 2017, which have a weighted average exercise price of $2.40 per share and an aggregate weighted average remaining contractual life of 1.67 years.

Date Issued	Number Outstanding	Number Exercisable	Exercise Price ($)	Contractual Life (Years)	Weighted Average Remaining Contractual Life Years)	Expiration Date	Proceeds to Company if Exercised ($)
05/11/12	341,458	341,458	2.60	5.0	0.02	05/10/17	887,791
03/20/13	150,000	-	2.47	4.0 to 6.0	0.28	06/30/20 to 12/31/21	370,500
06/10/13	29,750	29,750	2.00	5.0	0.02	06/10/18	59,500
08/07/13	45,000	45,000	2.40	4.0	0.01	08/07/17	108,000
11/25/13	456,063	456,063	2.40	5.0	0.34	11/25/18	1,094,551
12/31/13	64,392	64,392	2.40	5.0	0.05	12/31/18	154,541
02/26/14	963,475	963,475	2.20	5.0	0.86	02/26/19	2,119,645
09/05/14	10,000	10,000	2.40	3.0	0.00	09/05/17	24,000
09/26/14	24,000	24,000	3.00	3.0	0.01	09/26/17	72,000
11/17/14	19,000	19,000	3.75	3.0	0.01	11/17/17	71,250
11/14/16	40,000	40,000	4.53	4.0	0.07	11/14/20	181,200
	2,143,138	1,993,138			1.67		5,142,978

Total remaining unrecognized compensation cost related to non-vested warrants is approximately $67,427 and is expected to be recognized over a period of 2.0 years.

b) Options

The following table summarizes the changes in options outstanding of the Company during the three month period ended March 31, 2017:

	Number of Options	Weighted Average Exercise Price ($)
Outstanding at December 31, 2016	2,384,300	3.75
Granted	761,000	4.99
Exercised	-	-
Expired	(5,000)	5.31
Outstanding at March 31, 2017	3,140,300	4.05
Exercisable at March 31, 2017	1,560,133	3.60

On January 1, 2017, the Company granted stock options to purchase 50,000 shares of common stock. These options vest on January 1, 2018 and expire 5 years after the vesting date, with an exercise price of $4.80 per share. The Company has calculated the estimated fair market value of these options at $157,890, using the Black-Scholes Option Pricing model and the following assumptions: term 6 years, stock price $4.57, exercise price $4.80, 80.70% volatility, 2.26% risk free rate.

On February 13, 2017, the Company granted stock options to purchase 25,000 shares of common stock. These options vest on February 13, 2018 and expire 5 years after the vesting date, with an exercise price of $5.00 per share. The Company has calculated the estimated fair market value of these options at $76,773, using the Black-Scholes Option Pricing model and the following assumptions: term 6 years, stock price $4.52, exercise price $5.00, 80.17% volatility, 2.24% risk free rate.

($ expressed in United States Dollars)

Note 8 – Warrants and Options (continued)

On March 1, 2017, stock options to purchase 5,000 shares of common stock expired unexercised.

On March 30, 2017, the Company granted stock options to purchase 686,000 shares of common stock. These options vest on March 30, 2018 and expire five years after their vesting date, with an exercise price of $5.00 per share. The Company has calculated the estimated fair market value of these options at $1,898,322, using the Black-Scholes Option Pricing model and the following assumptions: term of 6 years, stock price $4.18, exercise price $5.00, 79.41% volatility, 2.25% risk free rate.

Below is a table summarizing the options issued and outstanding as of March 31, 2017, all of which were issued pursuant to the 2011 Equity Incentive Plan (for option issuances prior to 2016) or the 2015 Stock Incentive Plan (for option issuances commencing in 2016) and which have a weighted average exercise price of $4.05 per share and an aggregate weighted average remaining contractual life of 3.82 years.

Date Issued	Number Outstanding	Number Exercisable	Exercise Price ($)	Contractual Life (Years)	Weighted Average Remaining Contractual Life (Years)	Expiration Date	Proceeds to Company if Exercised ($)
11/25/11	404,000	404,000	4.00-5.00	5.5-7.0	0.12	05/25/17-11/25/18	1,818,000
09/01/12	15,000	15,000	5.31-6.31	5.0-6.0	0.01	09/01/17-09/01/18	89,650
03/20/13	37,000	37,000	2.35-4.35	4.5-7.0	0.02	09/20/17-03/20/20	123,950
09/02/13	16,300	16,300	2.35-4.35	4.5-7.0	0.01	03/02/18-09/02/20	54,605
05/16/14	25,000	20,833	3.00-5.00	3.5-6.0	0.01	11/16/17-05/16/20	100,000
08/18/14	645,000	645,000	2.50 and 3.00	4.5 and 5.5	0.50	02/18/19-02/18/20	1,773,750
05/18/15	20,000	20,000	3.80	4.5	0.02	11/18/19	76,000
07/23/15	317,000	317,000	4.00	4.5	0.28	01/23/20	1,268,000
08/17/15	75,000	75,000	3.75	5.0	0.08	08/17/20	281,250
04/15/16	775,000	-	4.00	6.0	1.24	04/15/22	3,100,000
06/23/16	15,000	-	4.00	6.0	0.02	06/23/22	60,000
09/13/16	25,000	-	4.65	6.0	0.04	09/13/22	116,250
11/11/16	10,000	10,000	5.00	6.0	0.02	11/11/22	50,000
01/01/17	50,000	-	4.80	6.0	0.09	01/01/23	240,000
02/13/17	25,000	-	5.00	6.0	0.05	02/13/23	125,000
03/30/17	686,000	-	5.00	6.0	1.31	03/30/23	3,430,000
	3,140,300	1,560,133			3.82		12,706,455

Total remaining unrecognized compensation cost related to non-vested stock options is approximately $2,208,363 and is expected to be recognized over a period of 1.0 years.

Note 9 – Commitments and Contingencies

a) **Walloon Region Grant**

On March 16, 2010, the Company entered into an agreement with the Walloon Region government in Belgium wherein the Walloon Region would fund up to a maximum of $1,119,453 (€1,048,020) to help the research endeavors of the Company in the area of colorectal cancer. The Company had received the entirety of these funds in respect of approved expenditures as of June 30, 2014. Under the terms of the agreement, the Company is due to repay $335,836 (€314,406) of this amount by installments over the period June 30, 2014 to June 30, 2023. The Company has recorded the balance of $783,617 (€733,614) to other income in previous years as there is no obligation to repay this amount. In the event that the Company receives revenue from products or services as defined in the agreement, it is due to pay a 6% royalty on such revenue to the Walloon Region. The maximum amount payable to the Walloon Region, in respect of the aggregate of the amount repayable of $335,836 (€314,406) and the 6% royalty on revenue, is twice the amount of funding received. As at March 31, 2017, $242,906 (€227,406) was outstanding to be repaid to the Walloon Region under this agreement.

b) **Consulting Agreement**

On May 11, 2016, Singapore Volition, upon the review and approval by the Company’s Compensation Committee, entered into a consultancy agreement with PB Commodities Pte Ltd (“PB Commodities”), for the services of Cameron Reynolds (the “2016 Reynolds Consulting Agreement”). Under the terms of the 2016 Reynolds Consulting Agreement, PB Commodities shall receive $25,925 per month for the services provided to Singapore Volition by Mr. Reynolds on its behalf. The 2016 Reynolds Consulting Agreement replaced and terminated the existing consultancy agreement for the provision of office space, office support staff, and consultancy services between Singapore Volition and PB Commodities dated August 6, 2010, as amended. The 2016 Reynolds Consulting Agreement was terminated on March 31, 2017 in connection with Mr. Reynolds entering into an Employment Agreement with Volition Diagnostics UK Limited, a wholly-owned subsidiary of the Company (“Volition Diagnostics”), effective April 1, 2017.

c) **Lease Obligations Payable**

The Company leases three Tecan machines (automated liquid handling robots) under a lease classified as a capital lease. The total cost of this leased laboratory equipment is $587,973 (€550,454). The leased equipment is amortized on a straight line basis over five years. Total amortization charged to the income statement, related to the leased equipment is $29,322 (€27,523) for the three months ended March 31, 2017 and $31,252 (€27,522) for the three months ended March 31, 2016.

On October 4, 2016, and effective on October 25, 2016, Belgian Volition entered into a Real Estate Capital Lease Agreement (the “Capital Lease Agreement”) with ING Asset Finance Belgium S.A. (“ING”). The Capital Lease Agreement became a contractual obligation of Belgian Volition upon the execution of the Deed of Sale to acquire the Company’s new research and development facility described below. Pursuant to the Capital Lease Agreement, ING paid $1.2 million (€1.12 million) in return for Belgian Volition granting to ING a right of emphyteusis (a form of leasehold) on the property located in the Belgian Créalys zoning at 5032 Isnes-Spy, Rue Phocas Lejeune 22, Gembloux cadastre, 8th division, Section B, n 55 (the “Property”) for a period of 27 years, extendable to the authorized maximum legal term of 99 years. In addition, the Capital Lease Agreement provides that ING shall grant Belgian Volition a 15-year lease over the Property with an option for Belgian Volition to purchase the Property outright upon payment of $35,890 (€33,600) at the end of the lease. The Capital Lease Agreement provides that Belgian Volition shall make the first lease payment of $469,990 (€440,000) following the execution of the Capital Lease Agreement, and then quarterly lease payments of approximately $14,364 (€13,447), based on a fixed rate of 2.62% for the term of the lease. On October 25, 2016, Belgian Volition acquired the Property by entering into a Deed of Sale to the Sale Agreement with Gerard Dekoninck S.A. The purchase price for the Property consisted of $1.3 million (€1.2 million), exclusive of any closing costs (the “Purchase Price”). The Purchase Price was funded by Belgian Volition with cash on hand and the monies received under the Capital Lease Agreement. Occupation of the Property occurred in March 2017.

($ expressed in United States Dollars)

Note 9 – Commitments and Contingencies (continued)

The following is a schedule showing the future minimum lease payments under capital leases by years and the present value of the minimum payments as of March 31, 2017.

2017	$ 109,065
2018	$ 145,417
2019	$ 145,418
2020	$ 99,984
2021	$ 57,453
Thereafter	$ 596,055
Total minimum lease payments	$ 1,153,392
Less: Amount representing interest	$ (158,567)
Present value of minimum lease payments	$ 994,825

The Company also leases premises and facilities under operating leases with terms ranging from 12 months to 60 months. The annual non-cancelable operating lease payments on these leases are as follows:

2017	$ 167,394
2018	$ 164,757
Thereafter	$ 66,982
Total	$ 399,133

d) **Bonn University Agreement**

On July 11, 2012, the Company entered into a collaborative research agreement with Bonn University, Germany, relating to a program of samples testing. The agreement was for a period of two years from June 1, 2012 to May 31, 2014. The total payments made by the Company in accordance with the agreement were $416,582 (€390,000). On April 16, 2014, the Company entered into a two-year extension of this agreement through May 31, 2016. The total payments made by the Company in accordance with the extension of the agreement were $416,582 (€390,000). On May 25, 2016, the Company entered into a further extension to the agreement through May 31, 2017. The total payments to be made by the Company in accordance with the extension of the agreement are $224,314 (€210,000).

e) **Hvidovre Hospital, Denmark Agreement**

On November 2, 2016, the Company entered into a clinical research agreement with Hvidovre Hospital, University of Copenhagen in Denmark, relating to a program of samples testing associated with CRC and other diseases. The first phase of the agreement will expire on September 30, 2018 and the Company may participate in additional phases upon its election (and payment of required amounts). Total payments (inclusive of local taxes) to be made by the Company under the agreement for the first phase are $2,016,645 (DKR 15,000,000).

f) **Long Term Debt: Preface S.A. Loan Agreement**

On September 16, 2016, Belgian Volition SPRL ("Belgian Volition") entered into an unsecured loan agreement with Namur Invest or Preface S.A. for the amount of $469,990 (€440,000) (the "Loan Agreement"). The proceeds from the Loan Agreement were received by Belgian Volition on October 20, 2016. The Loan Agreement provides for an approximate 7-year term, a fixed interest rate at 4.85%, and interest only payments between the receipt of proceeds and June 30, 2017. See Note 9 (c) for the use of the proceeds from the Loan Agreement.

Note 9 – Commitments and Contingencies (continued)

g) **Long Term Debt: ING Loan Agreement**

On October 25, 2016, Belgian Volition entered into a second secured loan agreement with ING for an amount up to $288,403 (€270,000) (the “Supplemental Loan”). The Supplemental Loan provides for a 15-year term commencing on March 31, 2017, a fixed interest rate at 2.96%, and quarterly repayments of $5,914 (€5,536), commencing on April 28, 2017. The maximum amount of the loan facility had been drawn down by Belgian Volition by the loan commencement date of March 31, 2017 and interest only payments were made from the initial draw down of the loan until March 31, 2017.

h) **Legal Proceedings**

There are no legal proceedings which the Company believes will have a material adverse effect on its financial position.

Note 10 – Subsequent Events

On April 3, 2017, 10,000 warrants were exercised at a price of $2.20 per share, for net cash proceeds to the Company of $22,000. As a result, a total of 10,000 shares of common stock were issued.

From April 3, 2017 through May 5, 2017, 204,792 warrants were exercised at a price of $2.60 per share, for net cash proceeds to the Company of $532,459. As a result, a total of 204,792 shares of common stock were issued. Of this issuance, 154,641 shares of common stock were issued to related parties for net cash proceeds to the Company of $402,067.

On April 10, 2017, the Company granted stock options to purchase 100,000 shares of common stock. These options vest on April 10, 2018 and expire 5 years after the vesting date, with an exercise price of $5.00 per share. The Company has calculated the estimated fair market value of these options at $258,077, using the Black-Scholes Option Pricing model and the following assumptions: term 6 years, stock price $3.96, exercise price $5.00, 79.33% volatility, 2.18% risk free rate.

Effective April 10, 2017, the Company appointed David Vanston as its Chief Financial Officer and Treasurer. Mr. Vanston entered into an employment agreement on April 10, 2017 with Volition Diagnostics. Volition Diagnostics will, make available the services of Mr. Vanston, as Chief Financial Officer and Treasurer, to the Company and its other subsidiaries, pursuant to services agreements entered into by and between Volition Diagnostics and the Company and/or its subsidiaries. Mr. Vanston’s employment agreement shall continue until terminated by either party providing not less than three months’ prior notice. In exchange for his services, Mr. Vanston shall receive, among other things (i) £12,500 GBP per month (approximately $15,600) from Volition Diagnostics; and (ii) a lump sum severance payment if terminated by Volition Diagnostics without cause (as per the agreement) equal to the salary that he would have received between the date of termination and the completion of a three-month notice period.

On May 2, 2017, Belgian Volition entered into an unsecured loan agreement with Namur Invest or Preface S.A. for the amount of $373,856 (€350,000) (the “May 2017 Loan Agreement”). The May 2017 Loan Agreement provides for an approximate 3.5 year repayment term, a fixed interest rate at 4.00% and interest only payments between the receipt of proceeds and December 31, 2017. Thereafter, monthly repayments of $9,554 (€8,944) will be made.

END NOTES TO FINANCIALS

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

Cautionary Note Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2017 or the Report, contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act. These forward-looking statements are intended to qualify for the safe harbor from liability established by the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical fact included in this Report or incorporated by reference into this Report are forward-looking statements. These statements include, among other things, any predictions of earnings, revenues, expenses or other financial items; plans or expectations with respect to our development activities or business strategy; statements concerning clinical studies and results, statements concerning industry trends; statements regarding anticipated demand for our products, or the products of our competitors, statements relating to manufacturing forecasts, and the potential impact of our relationship with contract manufacturers and original equipment manufacturers on our business; statements relating to the commercialization of our products, assumptions regarding the future cost and potential benefits of our research and development efforts; forecasts of our liquidity position or available cash resources; statements relating to the impact of pending litigation; and statements relating to the assumptions underlying any of the foregoing. Throughout this Report, we have attempted to identify forward-looking statements by using words such as "may," "believe," "will," "could," "project," "anticipate," "expect," "estimate," "should," "continue," "potential," "plan," "forecasts," "goal," "seek," "intend," other forms of these words or similar words or expressions or the negative thereof (although not all forward-looking statements contain these words).

We have based our forward-looking statements on our current expectations and projections about trends affecting our business and industry and other future events. Although we do not make forward-looking statements unless we believe we have a reasonable basis for doing so, we cannot guarantee their accuracy. Forward-looking statements are subject to substantial risks and uncertainties that could cause our future business, financial condition, results of operations or performance, to differ materially from our historical results or those expressed or implied in any forward-looking statement contained in this Report. For instance, if we fail to develop and commercialize diagnostic products, we may be unable to execute our plan of operations. Other risks and uncertainties include our failure to obtain necessary regulatory clearances or approvals to distribute and market future products in the clinical IVD market; a failure by the marketplace to accept the products in our development pipeline or any other diagnostic products we might develop; we will face fierce competition and our intended products may become obsolete due to the highly competitive nature of the diagnostics market and its rapid technological change; and other risks identified elsewhere in this Report, as well as in our other filings with the Securities and Exchange Commission, or the SEC. In addition, actual results may differ as a result of additional risks and uncertainties of which we are currently unaware or which we do not currently view as material to our business. For these reasons, readers are cautioned not to place undue reliance on any forward-looking statements.

You should read this Report in its entirety, together with our Annual Report on Form 10-K filed with the SEC on March 10, 2017, or Annual Report, the documents that we file as exhibits to this Report and the documents that we incorporate by reference into this Report, with the understanding that our future results may be materially different from what we currently expect. The forward-looking statements we make speak only as of the date on which they are made. We expressly disclaim any intent or obligation to update any forward-looking statements after the date hereof to conform such statements to actual results or to changes in our opinions or expectations. If we do update or correct any forward-looking statements, readers should not conclude that we will make additional updates or corrections.

Company Overview

Volition is a multi-national life sciences company developing simple, easy to use, blood-based cancer tests to accurately diagnose a range of cancers. The tests are based on the science of Nucleosomics®, which is the practice of identifying and measuring nucleosomes in the bloodstream or other bodily fluid - an indication that disease is present.

As cancer screening programs become more widespread, our products aim to help in diagnosing a range of cancers quickly, simply, accurately and cost effectively. Early diagnosis has the potential to not only prolong the life of patients, but also to improve their quality of life.

We are developing blood-based diagnostics for the most prevalent cancers, beginning with CRC. Following CRC, we anticipate focusing on lung cancer, prostate and pancreatic cancer, using our Nucleosomics® biomarker discovery platform. Our development pipeline includes assays to be used for symptomatic patients or asymptomatic (screening) population. The platform employs a range of simple Nu.Q™ immunoassays on an industry standard ELISA format, which allows rapid quantification of epigenetic changes in biofluids (whole blood, plasma, serum, sputum, urine etc.) compared to other approaches such as bisulfite conversion and polymerase chain reaction, or PCR. Nu.Q™ biomarkers can be used alone, or in combination to generate profiles related to specific conditions.

We have developed thirty-nine blood-based assays to date to detect specific biomarkers that can be used individually or in combination to generate a profile which forms the basis of a product for a particular cancer or disease.

We anticipate that because of their ease of use and cost efficiency, our tests have the potential to become the first method of choice for cancer diagnostics, allowing detection of a range of cancers at an earlier stage than typically occurs currently, and testing of individuals who, for reasons such as time, cost or aversion to current methods, are not currently tested.

We intend to commercialize our products in the future through various channels within the European Union, the United States and throughout the rest of the world, beginning with Asia. Our first product – the Nu.Q™ Colorectal Cancer Screening Triage Test, which we refer to as our Triage Test, achieved the CE Mark in December 2016, allowing us to start commercialization in the European Union.

We are also taking our first regulatory steps in Asia as we prepare the submission of our Triage Test to the Singapore and Taiwan regulatory authorities. Regulatory approval in Singapore and Taiwan would not only make our product saleable in these countries but also potentially in nine other South East Asian markets.

Overview of Plan of Operations

Management has identified the specific processes and resources required to achieve the near and medium term objectives of our business plan, including personnel, facilities, equipment, research and testing materials including antibodies and clinical samples, and the protection of intellectual property. To date, operations have proceeded satisfactorily in relation to the business plan. However it is possible that some resources will not readily become available in a suitable form or on a timely basis or at an acceptable cost. It is also possible that the results of some processes may not be as expected and that modifications of procedures and materials may be required. Such events could result in delays to the achievement of the near and medium term objectives of the business plan, in particular the progression of clinical validation studies and regulatory approval processes for the purpose of bringing products to the IVD market.

We do not anticipate earning significant revenues until such time as we are able to fully market our intended products on the IVD market. For this reason, our auditors stated in their report on our most recent audited financial statements that our losses and negative cash flow from operations raise substantial doubt that we will be able to continue as a going concern without further financing. Our ability to continue as a going concern is dependent upon our ability to successfully accomplish our plan of operations described herein, obtain financing and eventually attain profitable operations.

As our Triage Test achieved the CE Mark in December 2016, we now plan to conduct pathway design studies (where appropriate) as we roll out to the European Union and other markets. Our first pathway design study has been granted approval to proceed in Denmark. We do not anticipate significant revenues in 2017.

Liquidity and Capital Resources

As of March 31, 2017, the Company had cash and cash equivalents of $18,472,964, prepayments of $344,269, other current assets of $169,083 and current liabilities of $2,266,314. This represents a working capital surplus of $16,720,002.

The Company used $2,669,888 in net cash for operating activities for the three months ended March 31, 2017, compared to $2,161,435 for the three months ended March 31, 2016. The increase in cash used year-over-year is primarily a result of increased expenditures on research and development activities, as the increase in salaries and office administrative fees is mainly a result of non - cash adjusting, stock and warrant amortization. See "— *Results of Operations*" for more detail.

The Company used $874,891 in net cash for investing activities for the three months ended March 31, 2017, compared to nil for the three months ended March 31, 2016. This increase in cash used year-over-year is primarily a result of the purchase of equipment and building improvements for the new research and development facility in Belgium.

Net cash provided by financing activities amounted to $301,090 for the three months ended March 31, 2017, compared to $13,236,660 for the three months ended March 31, 2016. The Company received the proceeds of an ING bank loan of $287,648 in the three months ended March 31, 2017 and the Company raised approximately $13.1 million in net cash proceeds in March 2016 through the sale and issuance of approximately 4.3 million shares of common stock in a public offering. In addition, $43,300 was raised in net cash proceeds from the exercise of warrants in the three months ended March 31, 2017, compared to $150,000 for the three months ended March 31, 2016.

We intend to use our cash reserves to predominantly fund further research and development activities. We do not currently have any substantial source of revenues and expect to rely on additional future financing, through the sale of additional equity securities, but there is no assurance that we will be successful in raising further funds.

In the event that additional financing is delayed, we will prioritize the maintenance of our research and development personnel and facilities, primarily in Belgium, and the maintenance of our patent rights. However the completion of clinical validation studies and regulatory approval processes for the purpose of bringing products to the IVD market would be delayed. In the event of an ongoing lack of financing, it may be necessary to discontinue operations, which will adversely affect the value of our common stock.

Going Concern

We have not attained profitable operations and are dependent upon obtaining financing to pursue any extensive activities. For these reasons, our auditors stated in their report on our audited financial statements for the fiscal year ended December 31, 2016 that they have substantial doubt that we will be able to continue as a going concern without further financing.

Results of Operations

Three Months Ended March 31, 2017 and March 31, 2016

The following table sets forth the Company's results of operations for the three months ended on March 31, 2017 and the comparative period for the three months ended March 31, 2016.

	Three months Ended March 31, 2017 ($)	Three months Ended March 31, 2016 ($)	Increase/ (Decrease) ($)	Percentage Increase/ (Decrease) (%)
Revenues	-	-	-	-
General and administrative expenses	244,187	228,195	15,992	7%
Sales and marketing	148,593	31,880	116,713	366%
Professional fees	322,593	447,308	(124,715)	(28%)
Salaries and office administrative fees	793,758	322,425	471,333	146%
Research and development expenses	1,841,552	1,462,820	378,732	26%
Total Operating Expenses	(3,350,683)	(2,492,628)	858,055	34%
Provision for Income Taxes	-	-	-	-
Net Loss	(3,350,683)	(2,492,628)	858,055	34%
Basic and Diluted Loss Per Common Share	(0.13)	(0.13)	-	-
Weighted Average Basic and Diluted Common Shares Outstanding	26,128,934	19,289,484	6,839,450	35%

Revenues

Our operations are still predominantly in the development stage.

Total Operating Expenses

For the three months ended March 31, 2017, the Company's total operating expenses increased by $858,055, or 34%, compared to the same period in 2016. Total expenses are comprised of general and administrative expenses, professional fees, sales and marketing, salaries and office administrative fees, and research and development expenses described below.

General and Administrative Expenses

General and administrative expenses increased by $15,992, or 7%, in the three month period ended March 31, 2017 compared to the prior year period. The increase was primarily due to additional costs from operating the new UK office, incurring costs of $38,937 in the period ended March 31, 2017, and an increased level of insurance coverage, incurring costs of $18,053 which were not incurred in the prior year period. These increases were offset against lower traveling and subsistence costs of $36,676.

Sales and Marketing Expenses

Sales and marketing expenses increased by $116,713, or 366%, in the three month period ended March 31, 2017 compared to the prior year period. The increase was primarily a result of the recruitment of additional sales and marketing personnel, incurring new costs of $51,576 in 2017. In addition, branding and marketing events, incurring costs of $62,480 in 2017 did not occur in the prior year period.

Professional Fees

Professional fees decreased by $124,715, or 28%, in the three month period ended March 31, 2017 compared to the prior year period. The decrease was mainly the result of decreased legal and listing fees due to the capital raise in the same period of 2016.

Salaries and Office Administrative Fees

Salaries and office administrative fees increased by $471,333, or 146%, in the three month period ended March 31, 2017 compared to the prior year period. The increase was primarily the result of increased stock option and warrant amortization costs of $375,803, with increased employee headcount and staff salaries also contributing to the total change.

Research and Development Expenses

Research and development expenses increased by $378,732, or 26%, in the three month period ended March 31, 2017 compared to the prior year period. The increase was predominantly the result of increased costs of antibody usage and samples under license of $301,818, equipment maintenance costs of $34,132 and increased costs for employee remuneration and training of $51,118.

Net Loss

For the three months ended March 31, 2017, our net loss was $3,350,683, an increase of $858,055, or 34%, in comparison to a net loss of $2,492,628 for the three months ended March 31, 2016. The change was a result of the factors described above.

Off-Balance Sheet Arrangements

We have no significant off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that are material to stockholders.

Future Financings

We may seek to obtain additional capital through the sale of debt or equity securities, if we deem it desirable or necessary. However, we may be unable to obtain such additional capital when needed, or on terms favorable to us or our stockholders, if at all. If we raise additional funds by issuing equity securities, the percentage ownership of our stockholders will be reduced, stockholders may experience additional dilution or such equity securities may provide for rights, preferences or privileges senior to those of the holders of our common stock. If additional funds are raised through the issuance of debt securities, the terms of such securities may place restrictions on our ability to operate our business.

Critical Accounting Policies

Our financial statements and accompanying notes have been prepared in accordance with United States generally accepted accounting principles, or U.S. GAAP, applied on a consistent basis. The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods.

We regularly evaluate the accounting policies and estimates that we use to prepare our financial statements. A complete summary of these policies is included in the notes to our financial statements. In general, management's estimates are based on historical experience, on information from third party professionals, and on various other assumptions that are believed to be reasonable under the facts and circumstances. Actual results could differ from those estimates made by management.

Recently Issued Accounting Pronouncements

The Company has implemented all new accounting pronouncements that are in effect. The Company does not believe that there are any other new accounting pronouncements that have been issued that might have a material impact on its financial position or results of operations.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are a smaller reporting company as defined by Rule 12b-2 of the Exchange Act, and are not required to provide the information under this item.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Disclosure controls and procedures are controls and procedures that are designed to ensure that information required to be disclosed in our reports filed under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by our company in the reports that it files or submits under the Exchange Act is accumulated and communicated to our management, including our principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

Our management carried out an evaluation under the supervision and with the participation of our principal executive officer and principal financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Rules 13a-15(e) and 15d-15(e) under the Exchange Act. Based upon that evaluation, our principal executive officer and principal financial officer have concluded, as they previously concluded as of December 31, 2016, that our disclosure controls and procedures continue to not be effective as of March 31, 2017, because of material weaknesses in our internal control over financial reporting, as described below and in detail in our Annual Report.

Changes in Internal Control over Financial Reporting

The Audit Committee of the Board of Directors meets regularly with our financial management and counsel, and with the independent registered public accounting firm engaged by us. Internal accounting controls and the quality of financial reporting are discussed during these meetings. The Audit Committee has discussed with the independent registered public accounting firm matters required to be discussed by the auditing standards adopted or established by the Public Company Accounting Oversight Board. In addition, the Audit Committee and the independent registered public accounting firm have discussed the independent registered public accounting firm’s independence from the Company and its management, including the matters in the written disclosures required by Public Company Accounting Oversight Board Rule 3526 “Communicating with Audit Committees Concerning Independence”.

As of March 31, 2017, we did not maintain sufficient internal controls over financial reporting:

- due to a lack of adequate segregation of duties in some areas of Finance; and
- due to a lack of sufficient oversight in the areas of IT and Human Resources, where certain processes may affect the internal controls over financial reporting.

We have developed, and are currently implementing, a remediation plan for such weaknesses. Specifically, significant progress has been made on the introduction of new policies and processes within IT and Human Resources.

As we continue to evaluate and work to enhance our internal controls over financial reporting, we may determine that additional measures should be taken to address these or other control deficiencies, and/or that we should modify our remediation plan.

There have been no changes in our internal controls over financial reporting that occurred during the fiscal quarter ended March 31, 2017, other than those described above, that have materially affected, or are reasonably likely to materially affect, our internal controls over financial reporting.

Limitations of the Effectiveness of Disclosure Controls and Internal Controls

Our management, including our Principal Executive Officer and Principal Financial Officer, does not expect that our disclosure controls and internal controls will prevent all error and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within the Company have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of a simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the control.

The design of any system of controls is also based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving our stated goals under all potential future conditions; over time, a control may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate. Because of inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

In the ordinary course of business, we may be subject to claims, counter claims, suits and other litigation of the type that generally arise from the conduct of our business. We know of no material, existing or pending legal proceedings against our company, nor are we involved as a plaintiff in any material proceeding or pending litigation. There are no proceedings in which our director, officer or any affiliates, or any registered or beneficial shareholder, is an adverse party or has a material interest adverse to our interest.

ITEM 1A. RISK FACTORS

Except as set forth below, there have been no material changes in our assessment of risk factors affecting our business since those presented in Part I, Item 1A of our Annual Report on Form 10-K for the fiscal year ended December 31, 2016 as filed with the Securities and Exchange Commission on March 10, 2017.

The risk factor below amends, restates and replaces in its entirety the same titled risk factor in our Form 10-K.

Our failure to obtain necessary regulatory clearances or approvals on a timely basis would significantly impair our ability to distribute and market our future products on the clinical IVD market.

We are subject to regulation by the FDA in the United States, the Conformité Européenne in Europe and other regulatory bodies in other countries where we intend to sell our future products. Before we are able to place our intended products in the clinical IVD markets in the United States and Europe, we will be required to obtain clearance or approval of our future products from the FDA and receive a CE Mark, respectively. The European Union has recently adopted regulations that may impose additional requirements to obtain a CE Mark, which could result in delays and further expense, in terms of staff costs to us as compared to the current CE Mark process. The new regulations will require each product submission to be thoroughly audited by Notified Bodies, instead of the current self-certification process. The Regulation on Medical Devices (MDR) will be fully applicable in 2020 and the Regulation on *In vitro* Diagnostic Medical Devices (IVDR) will be fully applicable in 2022.

Additionally, even if we receive the required government clearance or approval of our intended products, we are still subject to continuing regulation and oversight. Under the FDA, diagnostics are considered medical devices and are subject to ongoing controls and regulations, including inspections, compliance with established manufacturing practices, device-tracking, record-keeping, advertising, labeling, packaging, and compliance with other standards. The process of complying with such regulations with respect to current and new products can be costly and time-consuming. Failure to comply with these regulations could have a material adverse effect on our business, financial condition, and results of operations. Furthermore, any FDA regulations governing our future products are subject to change at any time, which may cause delays and have material adverse effects on our operations. In Europe, IVD companies are able to self-certify that they meet the appropriate regulatory requirements but are subject to inspection for enforcement. European national agencies, such as customs authorities and/or the Departments of Health, Industry and Labor, conduct market surveillance to ensure the applicable requirements have been met for products marketed within the European Union.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

During the quarter ended March 31, 2017, the Company issued the shares described below in private placements pursuant to Section 4(a)(2) of the Securities Act, and Rule 506 of Regulation D, in each case on the basis that the shares were offered and sold in a non-public offering to an "accredited investor" as defined in Rule 501 of Regulation D. Additionally, at the time of the issuances, unless registered for resale, the shares were deemed to be restricted securities under the Securities Act and the certificates evidencing such shares bear a legend to that effect.

On or about January 26, 2017, 2,000 warrants were exercised at a price of $2.40 per share, for net cash proceeds to the Company of $4,800. As a result, a total of 2,000 shares of common stock were issued to one U.S. accredited investor.

On or about March 13, 2017, 5,000 warrants were exercised at a price of $2.20 per share, for net cash proceeds to the Company of $11,000. As a result, a total of 5,000 shares of common stock were issued to one U.S. accredited investor. The shares were registered for resale on Form S-3 (Registration No. 333-195213).

On or about March 29, 2017, 12,500 warrants were exercised at a price of $2.20 per share, for net cash proceeds to the Company of $27,500. As a result, a total of 12,500 shares of common stock were issued to one U.S. accredited investor. The shares were registered for resale on Form S-3 (Registration No. 333-195213).

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not Applicable.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

Exhibit Number	Exhibit Description	Form	File No.	Exhibit	Filing Date	Filed Herewith
10.1#	Employment Agreement by and between Volition Diagnostics UK Limited and David Vanston, dated April 10, 2017.					X
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) promulgated under the Securities Exchange Act of 1934, as amended.					X
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) promulgated under the Securities Exchange Act of 1934, as amended.					X
32.1*	Certifications of Chief Executive Officer and Chief Financial Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.					X
101.INS	XBRL Instance Document.					X
101.SCH	XBRL Taxonomy Extension Schema Document.					X
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.					X
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.					X
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.					X
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.					X

# Indicates a management contract or compensatory plan or arrangement.

* The certifications attached as Exhibit 32.1 accompany this Quarterly Report pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, and shall not be deemed “filed” by the registrant for purposes of Section 18 of the Exchange Act and are not to be incorporated by reference into any of the registrant’s filings under the Securities Act or the Exchange Act, irrespective of any general incorporation language contained in any such filing.

SIGNATURES

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

VOLITIONRX LIMITED

Dated: May 10, 2017	By: */s/ Cameron Reynolds* Cameron Reynolds President and Chief Executive Officer (Authorized Signatory and Principal Executive Officer)
Dated: May 10, 2017	By: */s/ David Vanston* David Vanston Chief Financial Officer and Treasurer (Authorized Signatory and Principal Financial and Accounting Officer)

THIS AGREEMENT is dated 10th April 2017

PARTIES

(1) Volition Diagnostics UK Limited incorporated and registered in England and Wales with company number 09871726 based at 93-95 Gloucester Place, London W1U 6JQ (**Company**);

and

(2) David Vanston of 125 Parsonage Lane, Bishops Stortford, Hertfordshire, CM23 5BB (**Employee**).

RECITALS

(A) The Company desires that the Employee be employed by the Company, and render services to the Company or any Group Company, pursuant to those certain Services Agreements entered into by and between the Company and its affiliates (Services Agreements), and Employee is willing to be so employed and to render such services to the Company or any Group Company pursuant to those certain Services Agreements, all upon the terms and subject to the conditions contained herein;

(B) This agreement supersedes and replaces in its entirety the existing consultancy agreement between DCV Solutions Limited and VolitionRx Limited, for the services of the Employee, dated March 6, 2017.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause 1 apply in this agreement.

Appointment: the employment of the Employee by the Company on the terms of this agreement.

Board: the board of directors of the Company (including any committee of the Board duly appointed by it).

Commencement Date: 10 April 2017

Confidential Information: information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Company for the time being confidential to the Company or any Group Company and trade secrets including, without limitation, intellectual property, clinical study data, technical data and know-how relating to the business of the Company or any Group Company or any of its or their business contacts.

Group Company: the Company, its Subsidiaries or Holding Companies from time to time and any Subsidiary of any Holding Company from time to time.

Incapacity: any sickness, injury or other medical disorder or condition which prevents the Employee from carrying out his duties.

Employee Handbook: the Company's Employee handbook as amended from time to time.

Subsidiary and Holding Company: in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) a nominee.

1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.6 The schedules to this agreement form part of (and are incorporated into) this agreement.

2. TERM OF APPOINTMENT

2.1 The Appointment shall commence on the Commencement Date and shall continue, subject to the remaining terms of this agreement, until terminated by either party giving the other not less than three months' prior notice in writing.

3. EMPLOYEE WARRANTIES

3.1 The Employee represents and warrants to the Company that, by entering into this agreement or performing any of his obligations under it, he will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on him and undertakes to indemnify the Company, its Subsidiaries, its Holding Companies, and their respective successors and assigns, against any claims, costs, damages, liabilities or expenses which such party may incur as a result if the Employee is in breach of any such obligations.

3.2 The Employee warrants that he is entitled to work in the United Kingdom without any additional approvals and will notify the Company immediately if he ceases to be so entitled during the Appointment.

4. DUTIES

4.1 The Employee shall serve as Chief Financial Officer of the Group Companies or such other role as the Board considers appropriate, commensurate with the duties and responsibilities of the Employee's position.

4.2 During the Appointment, the Employee shall:

a) unless prevented by Incapacity, devote the whole of his time, attention and abilities to the business of the Company and any Group Company of which he is an officer or consultant;

b) diligently exercise such powers and perform such duties commensurate with his position as may from time to time be assigned to him by the Board together with such person or persons as the Board may appoint to act jointly with him;

c) comply with all reasonable and lawful directions given to him by the Board;

d) promptly make such reports to the Board in connection with the affairs of the Company or any Group Company on such matters and at such times as are reasonably required;

e) report his own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee or director of the Company or any Group Company to the Board immediately on becoming aware of it;

f) use his reasonable endeavours to promote, protect, develop and extend the business of the Company or any Group Company; and

g) consent to the Company or any Group Company monitoring and recording any use that he makes of the Company's or such Group Company's electronic communications systems for the purpose of ensuring that the Company's and the Group Company's rules are being complied with and for legitimate business purposes.

4.3 The Employee shall comply with the Company's and any Group Company's insider trading policy and the anti-corruption and bribery policy and related procedures at all times, as such policies may be amended from time to time.

4..4 The Employee shall comply with any rules, policies and procedures set out in the Employee Handbook, a copy of which has been given to the Employee or is available from the Group HR Manager. The Employee Handbook does not form part of this agreement and the Company may amend it at any time. To the extent that there is any conflict between the terms of this agreement and the Employee Handbook, this agreement shall prevail.

4.5 All documents, manuals, hardware and software provided for the Employee's use by the Company or any Group Company, and any data or documents (including copies) produced, maintained or stored on the Company's or any Group Company's computer systems or other electronic equipment (including mobile phones), remain the property of the Company or such Group Company, as applicable.

5. PLACE OF WORK

5.1 The Employee's normal place of work is 93-95 Gloucester Place, London, W1U 6JQ or such other place, with the Employee's consent, which the CEO may reasonably require for the proper performance and exercise of his duties.

5.2 The Employee agrees to travel on the Company's or any Group Company's business (both within the United Kingdom and abroad) as may be required for the proper performance of his duties under the Appointment.

5.3 During the Appointment, the Employee shall not be required to work outside the United Kingdom for any continuous period of more than one month.

6. HOURS OF WORK

The Employee's normal working hours shall be 09:00 to 17:30 Monday to Friday and such additional hours as are necessary for the proper performance of his duties. The Employee acknowledges that he shall not receive further remuneration in respect of such additional hours.

7. SALARY

7.1 The Employee shall be paid an initial salary of £150,000 per annum.

7.2 The Employee's salary shall accrue from day to day and be payable monthly in arrears on or about the last working day of each month directly into the Employee's bank or building society.

7.3 The Employee's salary shall be reviewed by the CEO annually. The Company is under no obligation to award an increase following a salary review. There will be no review of the salary after notice has been given by either party to terminate the Appointment.

7.4 The Company may deduct from the salary, or any other sums owed to the Employee, any money owed to the Company or any Group Company by the Employee.

8. EXPENSES

8.1 The Company shall reimburse (or procure the reimbursement of) all reasonable expenses wholly, properly and necessarily incurred by the Employee during the Appointment, subject to production of VAT receipts or other appropriate evidence of payment.

8.2 The Employee shall abide by the Company's and any Group Company's policies on expenses as communicated to him or set out in the Employee Handbook from time to time.

8.3 Any credit card supplied to the Employee by the Company or a Group Company shall be used only for reasonable Company or Group Company expenses incurred by him during the Appointment.

9. HOLIDAYS

9.1 The Company's holiday year runs between 1st January and 31st December. If the Appointment commences or terminates part way through a holiday year, the Employee's entitlement during that holiday year shall be calculated on a pro-rata basis rounded up to the nearest whole day.

9.2 The Employee shall be entitled to 25 days' paid holiday in each holiday year. In addition, the Employee shall also be entitled to 8 paid UK public/bank holidays per holiday year.

9.3 Holiday shall be taken at such time or times as shall be approved in advance by the CEO. The Employee shall not carry forward any accrued but untaken holiday entitlement to a subsequent holiday year except as set out in our holidays policy which is available from the Group HR Manager unless the Employee has been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity leave, paternity, adoption, parental or shared parental leave. In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.

9.4 The Employee shall have no entitlement to any payment in lieu of accrued but untaken holiday except on termination of the Appointment. Subject to clause 9.5, the amount of such payment in lieu shall be as set out in our holiday policy which is available from the Group HR Manager.

9.5 If the Company has terminated or would be entitled to terminate the Appointment under clause 15 or if the Employee has terminated the Appointment in breach of this agreement any payment due under clause 9.4 shall be limited to the Employee's statutory entitlement under the Working Time Regulations 1998 (*SI 1998/1833*) and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.

9.6 If on termination of the Appointment the Employee has taken more holiday than his accrued holiday entitlement, the Company shall be entitled to deduct the excess holiday pay from any payments due to the Employee calculated at 1/260th of the Employee's salary for each excess day.

9.7 If either party has served notice to terminate the Appointment, the Company may require the Employee to take any accrued but unused holiday entitlement during the notice period.

10. INCAPACITY

10.1 If the Employee is absent from work due to Incapacity, the Employee shall notify the CEO the reason for the absence as soon as possible but no later than the morning on the first day of absence.

10.2 The Employee shall certify his absence in accordance with the Company sickness policy which is available from the Group HR Manager.

10.3 Subject to the Employee's compliance with this agreement and the Company sickness policy (as amended from time to time) and subject to clause 10.4, the Employee shall receive sick pay in accordance with the Company sickness policy, which may be amended from time to time, and which is available from the Group HR Manager.

10.4 If the Employee has been on long term sick leave continuously for more than a year he will not qualify for sick pay again until he has returned to work for a total of 4 weeks.

10.5 The Employee agrees to consent to medical examinations (at the Company's expense) by a doctor nominated by the Company should the Company so require. The Employee agrees that any report produced in connection with any such examination may be disclosed to the Company or any Group Company and the Company and such Group Company may discuss the contents of the report with the relevant doctor.

10.6 If the Incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, the employee shall immediately notify the Board of that fact and of any claim, settlement or judgment made or awarded in connection with it and all relevant particulars that the Board may reasonably require. The Employee shall if required by the Company, co-operate in any related legal proceedings and refund to the Company that part of any damages or compensation recovered by him relating to the loss of earnings for the period of the Incapacity as the Board may reasonably determine less any costs borne by him in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to the Employee by the Company in respect of the period of Incapacity.

10.7 The rights of the Company to terminate the Appointment under the terms of this agreement apply even when such termination would or might cause the Employee to forfeit any entitlement to sick pay or other benefits.

11. OTHER BENEFITS

11.1 During the employment term, the Employee shall be entitled to participate in such Company term insurance, disability insurance, health and medical insurance benefits, life insurance and pension plans or programs as are from time to time generally made available to employees of the Company pursuant to the policies of the Company; provided that the Employee shall be required to comply with the conditions attendant to coverage by such plans and shall comply with and be entitled to benefits only to the extent former employees are eligible to participate in such arrangements pursuant to the terms of the arrangement, any insurance policy associated therewith and applicable law, and, further, shall be entitled to benefits only in accordance with the terms and conditions of such plans. The Company may withhold from any benefits payable to Employee all local and other taxes and amounts as shall be permitted or required to be withheld pursuant to any applicable law, rule or regulation. Further, the Company may amend, modify or rescind any benefit plan or program and change contribution amounts to benefit costs without notice in its discretion.

12. CONFIDENTIAL INFORMATION

12.1 The Employee acknowledges that during the Appointment he will have access to Confidential Information. The Employee has therefore agreed to accept the restrictions in this clause 12.

12.2 The Employee shall not (except in the proper course of his duties), either during the Appointment or at any time after its termination (however arising), use or disclose to any person, company or other organisation whatsoever (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information. This shall not apply to:

a) any use or disclosure authorised by the Board or required by law;

b) any information which is already in, or comes into, the public domain other than through the Employee's unauthorised disclosure; or

c) any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 You will promptly inform the Company if you make or are involved in making an invention during your employment and will give the Company sufficient details of the Invention to allow the Company to assess the Invention and to decide whether the Invention belongs to you, the Company (or a Group Company) or both. The Company will treat any Invention which does not belong to it or a Group Company as confidential.

"Invention" means any invention (whether patentable or not within the meaning of the Patents Act 1977 or other applicable legislation in any other country) relating to or capable of being used in the business of the Company or a Group Company.

13.2 If an Invention belongs to the Company or a Group Company, you will act as a trustee for the Company or such Group Company in relation to that Invention and will, at the request and expense of the Company, do everything necessary to vest all right, title and interest in it in the Company, a Group Company or its respective nominees (as legal and beneficial owner) and to secure full patent or other appropriate protection anywhere in the world.

13.3 Due to the nature of your job it is likely that you will create or be involved in creating Work during your employment.

"Work" means any discovery, design, database or other work (whether registerable or not and whether a copyright work or not) which is not an Invention and which you create or are involved in creating:

a) in connection with your employment; or

b) relating to or capable of being used in those aspects of the businesses of any Group Company in which you are involved.

13.4 You:

a) assign to the Company to the extent allowed by law all your right, title and interest in any current or future Work (whether now existing or brought into being in the future); and

b) will act as a trustee for the Company in relation to all such Works;

and will in either case at the request and expense of the Company do everything necessary to vest all right, title and interest in any Work in the Company or its nominees (as legal and beneficial owner) and to defend its rights in those works and to secure appropriate protection anywhere in the world.

13.5 If you generate any Information or are involved in generating any Information during the Employment you will promptly give to the Company full details of it and you acknowledge that such Information belongs to the Company.

"Information" means any idea, method or information, which is not an Invention or Work generated by you either:

a) in the course of your employment; or

b) outside the course of your employment but relating to the business, finance or affairs of any Group Company.

13.6 If you become aware of any infringement or suspected infringement of any intellectual property right in any Invention, Work or Information you will promptly notify the Company in writing.

13.7 You will not disclose or make use of any Invention, Work or Information without the Company's prior written consent unless the disclosure is necessary for the proper performance of your duties.

13.8 So far as permitted by law you irrevocably waive any rights you may have under Chapter IV (moral rights) of Part 1 of the Copyright, Designs and Patents Act 1988 and any foreign corresponding rights in respect of all Works.

13.9 Rights and obligations under clause 13 will continue after the termination of this agreement in respect of all Inventions, Works and Information made or obtained during your employment and will be binding on your personal representatives.

13.10 You agree that you will not by your acts or omissions do anything which would or might prejudice the rights of the Company or any Group Company under clause 13.

13.11 You will not make copies not needed to perform your duties of any files or documents, independent of their form or format, belonging to the Company, any Group Company or their service providers and will not introduce any of your own computer files into any computer used by any Group Company in breach of any Group Company policy, unless you have obtained the consent of the Company.

13.12 By entering into this agreement, you irrevocably appoint the Company to act on your behalf to execute any document and do anything in your name for the purpose of giving the Company (or its nominee) the full benefit of the provision of clause 13 or the Company's or any Group Company's entitlement under statute. If there is any doubt as to whether such a document (or other thing) has been carried out within the authority conferred by this clause 13.12, a certificate in writing (signed by any director or the secretary of the Company) will be sufficient to prove that the act or thing falls within that authority.

14. PAYMENT IN LIEU OF NOTICE

14.1 Notwithstanding clause 2.1, the Company may, in its sole and absolute discretion, terminate the Appointment at any time and with immediate effect by notifying the Employee that the Company is exercising its right under this clause 14 and that it will make within 28 days a payment in lieu of notice (**Payment in Lieu**), or the first instalment of any Payment in Lieu, to the Employee. This Payment in Lieu will be equal to the basic salary (as at the date of termination) which the Employee would have been entitled to receive under this agreement during the notice period referred to in clause 2.1 (or, if notice has already been given, during the remainder of the notice period) less income tax and National Insurance contributions. For the avoidance of doubt, the Payment in Lieu shall not include any element in relation to:

a) any bonus or commission payments that might otherwise have been due during the period for which the Payment in Lieu is made;

b) any payment in respect of benefits which the Employee would have been entitled to receive during the period for which the Payment in Lieu is made; and

c) any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

14.2 The Company may pay any sums due under clause 14.1 in equal monthly instalments until the date on which the notice period referred to in clause 2.1 would have expired if notice had been given..

14.3 The Employee shall have no right to receive a Payment in Lieu unless the Company has exercised its discretion in clause 14.1. Nothing in this clause 13 shall prevent the Company from terminating the Appointment for breach.

14.4 Notwithstanding clause 14.1 the Employee shall not be entitled to any Payment in Lieu if the Company would otherwise have been entitled to terminate the Appointment without notice in accordance with clause 15. In that case the Company shall also be entitled to recover from the Employee any Payment in Lieu (or instalments thereof) already made.

15. TERMINATION WITHOUT NOTICE

15.1 Notwithstanding clause 2.1, the Company may terminate the Appointment with immediate effect without notice and with no liability to make any further payment to the Employee (other than in respect of amounts accrued due at the date of termination) if the Employee:

a) is guilty of any gross misconduct affecting the business of the Company;

b) commits any serious or repeated breach or non-observance of any of the material provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Company;

c) is, in the reasonable opinion of the Board, negligent and incompetent in the performance of his duties;

d) is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;

e) is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed) or any offence under any regulation or legislation relating to insider dealing;

f) is, in the opinion of a medical practitioner physically or mentally incapable of performing their duties and may remain so for more than three months and the medical practitioner has given a medical opinion to the Board to that effect;

g) ceases to be eligible to work in the United Kingdom;

h) is guilty of any fraud or dishonesty or acts in any manner which in the reasonable opinion of the Company brings or is likely to bring the Employee or the Company into disrepute or is materially adverse to the interests of the Company;

i) is in material breach of the Company’s insider trading policy; or the anti-corruption and bribery policy and related procedures; or

j) is guilty of a serious breach of any rules issued by the Company from time to time regarding its electronic communications systems.

15.2 The rights of the Company under clause 15.1 are without prejudice to any other rights that it might have at law to terminate the Appointment or to accept any breach of this agreement by the Employee as having brought the agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver thereof.

16. OBLIGATIONS ON TERMINATION

16.1 On termination of the Appointment (however arising) the Employee shall:

a) deliver to the Company all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Company or any Group Company, or its business contacts, any keys, credit card and any other property of the Company or Group Company including any car provided to the Employee, which is in his possession or under his control;

b) irretrievably delete any information relating to the business of the Company or any Group Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under his control outside the Company's premises; and

c) provide a signed statement that he has complied fully with his obligations under this clause 16.1 together with such reasonable evidence of compliance as the Company may request.

16.2 In order to protect the Confidential Information, trade secrets and business connections of the Company and each Group Company to which he has access as a result of the Appointment, the Employee covenants with the Company (for itself and as trustee and agent for each Group Company) that he shall not, for a period of 6 months from the termination of the Appointment, work or provide services in any capacity to any of our competitors.

16.3 On termination of the Appointment however arising the Employee shall not be entitled to any compensation for the loss of any rights or benefits under any share option, bonus, long-term incentive plan or other profit sharing scheme operated by the Company or any Group Company in which he may participate.

17. DISCIPLINARY AND GRIEVANCE PROCEDURES

17.1 The Employee is subject to the Company's disciplinary and grievance procedures, copies of which are available from the Group HR Manager. These procedures do not form part of the Employee's contract of employment.

17.2 If the Employee wants to raise a grievance, he may apply in writing to the CEO in accordance with the Company's grievance procedure.

17.3 If the Employee wishes to appeal against a disciplinary decision, he may apply in writing to the CEO in accordance with the Company's disciplinary procedure.

17.4 The Company may suspend the Employee from any or all of his duties for no longer than is necessary to investigate any disciplinary matter involving the Employee or so long as is otherwise reasonable while any disciplinary procedure against the Employee is outstanding.

17.5 During any period of suspension:

a) the Employee shall continue to receive his basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;

b) the Employee shall remain an employee of the Company and bound by the terms of this agreement;

c) the Employee shall ensure that the CEO knows where he will be and how he can be contacted during each working day (except during any periods taken as holiday in the usual way);

d) the Company may exclude the Employee from his place of work or any other premises of the Company; and

e) the Company may require the Employee not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company.

18. COLLECTIVE AGREEMENTS

There is no collective agreement which directly affects the Appointment.

19. RECONSTRUCTION AND AMALGAMATION

If the Appointment is terminated at any time by reason of any reconstruction or amalgamation of the Company, whether by winding up or otherwise, and the Employee is offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this agreement, the Employee shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

20. NOTICES

20.1 A notice given to a party under this agreement shall be in writing in the English language and signed by or on behalf of the party giving it. It shall be delivered by hand or sent to the party at the address given in this agreement or as otherwise notified in writing to the other party.

20.2 Any such notice shall be deemed to have been received:

a) if delivered by hand, at the time the notice is left at the address or given to the addressee; and

b) in the case of pre-paid first class UK post or other next working day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service

20.3 A notice shall have effect from the earlier of its actual or deemed receipt by the addressee. For the purpose of calculating deemed receipt:

a) all references to time are to local time in the place of deemed receipt; and

b) if deemed receipt would occur on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is at 9.00 am on the next business day.

20.4 A notice required to be given under this agreement shall not be validly given if sent by e-mail.

20.5 This clause does not apply to the service of any proceedings or other documents in any legal action.

21. ENTIRE AGREEMENT

21.1 This agreement and any document referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

21.4 Nothing in this clause shall limit or exclude any liability for fraud.

22. VARIATION

No variation or agreed termination of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

23. COUNTERPARTS

23.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

24. THIRD PARTY RIGHTS

No one other than a party to this agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

25. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

26. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

/s/ Cameron Reynolds
Signed by Cameron Reynolds
Director
for and on behalf of
Volition Diagnostics UK Limited

/s/ David Vanston
Signed David Vanston

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Cameron Reynolds, certify that:

1. I have reviewed this quarterly report on Form 10-Q of VolitionRx Limited;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 10, 2017

By: */s/Cameron Reynolds*
Cameron Reynolds
President and Chief Executive Officer

Exhibit 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, David Vanston, certify that:

1. I have reviewed this quarterly report on Form 10-Q of VolitionRx Limited;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent function):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: May 10, 2017

By: */s/David Vanston*
David Vanston
Chief Financial Officer and Treasurer

Exhibit 32.1

CERTIFICATIONS OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

The following certifications are hereby made in connection with the Quarterly Report on Form 10-Q of VolitionRx Limited (the "Company") for the quarterly period ended March 31, 2017, as filed with the Securities and Exchange Commission on the date hereof (the "Report"):

I, Cameron Reynolds, President and Chief Executive Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge, (i) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of the dates and for the periods presented.

Date: May 10, 2017

By:*/s/Cameron Reynolds*
Cameron Reynolds
President and Chief Executive Officer

I, David Vanston, Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge, (i) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of the dates and for the periods presented.

Date: May 10, 2017

By: */s/ David Valston*
David Vanston
Chief Financial Officer and Treasurer