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

FORM 6-K

**REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16 OF THE
SECURITIES EXCHANGE ACT OF 1934**

For the month of June 2022

Commission File Number 001-40517

BON NATURAL LIFE LIMITED

(Translation of registrant's name into English)

**C601, Gazelle Valley, No.69 Jinye Road.
Xi'an Hi-tech Zone, Xi'an, China
People's Republic of China**
(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F: Form 20-F
Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Note: Regulation S-T Rule 101(b)(1) only permits the submission in paper of a Form 6-K if submitted solely to provide an attached annual report to security holders.

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

Note: Regulation S-T Rule 101(b)(7) only permits the submission in paper of a Form 6-K if submitted to furnish a report or other document that the registrant foreign private issuer must furnish and make public under the laws of the jurisdiction in which the registrant is incorporated, domiciled or legally organized (the registrant's "home country"), or under the rules of the home country exchange on which the registrant's securities are traded, as long as the report or other document is not a press release, is not required to be and has not been distributed to the registrant's security holders, and, if discussing a material event, has already been the subject of a Form 6-K submission or other Commission filing on EDGAR.

On June 27, 2022, Christopher Constable resigned from our Board of Directors. There was no known disagreement with Mr. Constable on any matter relating to our operations, policies or practices.

Effective June 28, 2022, our Board of Directors appointed Jeffrey J. Guzy to serve as a new member of our Board of Directors and to serve as a member and Chairman of the Audit Committee of the Board. Our Board has determined that Mr. Guzy qualifies as an “Independent Director” within the meaning of Nasdaq Rule 5605 and that Mr. Guzy is independent under the Nasdaq Listing Rules’ independence standards for Audit Committee members. In addition, our Board has determined that Mr. Guzy qualifies as an audit committee financial expert.

Jeffrey J. Guzy, age 69, has had key executive positions at several large international companies, including Loral Space, Sprint International, Verizon and IBM. He has held program and project start-up responsibilities along with senior business development positions at all these firms. Mr. Guzy has been working with emerging private companies and middle market public companies to market their products, improve their investor/business relations, help them find capital and develop corporate governance programs. Mr. Guzy is a private investor and advisor to Aprize Satellite and several other hi-tech companies.

Mr. Guzy currently serves as an independent board member and chairman of the audit committee of several public companies, including Leatt Corp. (OTCQB:LEAT) (2007 – Present), a company that designs, develops, markets and distributes personal protective equipment for participants of motor sports and leisure activities worldwide; Capstone Companies, Inc. (OTCQB:CAPC) (2007 – Present), a company that develops, markets, and sells consumer home Wi-Fi products in North America and internationally; Purebase Corp.(OTCQB:PUBC) (2020 – Present) an industrial mineral and natural resource company providing solutions to the agriculture and construction materials markets; and Blue Star Foods Corp. (Nasdaq:BSFC) (April 12, 2021 – Present) an international seafood company that processes, imports, packages, and sells refrigerated seafood products. In addition, from 2017 to the present, Mr. Guzy has been the CEO and Executive Chairman of Cojax Oil & Gas Corp. (OTC:CJAX), an oil and gas exploration company.

has been our Chief Executive Officer since January 22, 2020 and a director since November 17, 2017. He served as our Chief Financial Officer from November 17, 2017 through March 16, 2020.

Mr. Guzy has an MBA in Strategic Planning and Management from The Wharton School of the University of Pennsylvania, an M.S. in Systems Engineering from the University of Pennsylvania; a B.S. in Electrical Engineering from Penn State University; and a Certificate in Theology from Georgetown University. Mr. Guzy’s extensive business and financial oversight experience led to the conclusion that he should serve as a director.

Mr. Guzy has no family relationships with any of the Company’s directors or executive officers. Mr. Guzy has not had any direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Mr. Guzy will serve under a Director Service Agreement dated June 28, 2022 (the “Agreement”), under the Agreement Mr. Guzy will receive a stipend of \$2,000 per month for each month of service as director. In addition, Mr. Guzy has been granted \$50,000 worth of options exercisable at \$0.01 per share, determined by reference to our closing share price on June 27, 2022. An additional \$20,000 worth of options were granted in consideration for Mr. Guzy’s service as audit committee chairman. The options shall vest and become exercisable by in equal monthly installments over the course of the director’s initial year of service. The Agreement, which is filed herewith as Exhibit 10.1, contains additional terms and should be reviewed in its entirety for additional information.

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.

Date: June 30, 2022

Bon Natural Life Limited

By: */s/ Yongwei Hu*

Yongwei Hu

Chairman and Chief Executive Officer

EXHIBIT INDEX

| <u>Exhibit No.</u> | <u>Description</u> |
|--------------------|--|
| 10.1 | Director Service Agreement |
| 99.1 | Press Release |

BON NATURAL LIFE LIMITED
DIRECTOR SERVICE AGREEMENT

This Director Service Agreement (the “**Agreement**”) is made and entered into as of **June 28th, 2022**, by and between Bon Natural Life Limited, a Cayman Islands corporation (the “**Company**”), and **Jeffrey J. Guzy**, an individual (the “**Director**”).

I. SERVICES

A. Service on the Board of Directors. The Director has been appointed as an Independent Director of the Company’s Board of Directors (the “**Board**”), with his service to commence upon the date of this Agreement (the “**Effective Date**”), and to continue until the earlier of the date on which Director ceases to be a member of the Board for any reason or the date of termination of this Agreement in accordance with this Section V(B) hereof (such earlier date being the “**Expiration Date**”). The Board shall consist of the Director and such other members as nominated and elected pursuant to the then current Memorandum and Articles of Association of the Company (the “**Articles**”).

B. Director Services. Director’s services to the Company hereunder shall include service as a member of the Board to direct the business of the Company in accordance with applicable law and the then current Articles. Director shall devote such time and attention to the business and affairs of the Company as is necessary to perform his duties as a Director in a faithful and competent manner. Director shall comply with all laws, rules, and regulations applicable to the Company and its business. Director shall further comply with all policies and codes of conduct which the Company shall reasonably determine are necessary for the proper functioning of its business (collectively, the “**Director Services**”).

II. COMPENSATION

A. Expense Reimbursement. The Company shall reimburse Director for all reasonable travel and other out-of-pocket expenses incurred in connection with the Director Services rendered by Director.

B. Cash Fees to Director. The Company agrees to pay Director a fee of \$2,000 per month for each month of service as a Director. In the event Director ceases to be a member of the Board on a day other than the last day of a calendar month, the Director shall be paid the pro rata portion of the monthly fee for his final month of service.

C. Stock Options. Immediately upon the Effective Date, the Company will grant to the Director options to purchase Ordinary Shares of the Company, par value \$0.0001 per share, at an exercise price of \$0.01 per share. The stock options issued to the Director shall have a value of \$50,000, to be determined by reference to the closing price of Company’s stock on June 27, 2022. If, at the time such stock options are granted to the Director, the Company has adopted an equity incentive plan, the options shall be issued pursuant to the plan and shall be subject to the terms and conditions of the plan. The options shall vest and become exercisable by the Director in equal monthly installments over the course of the Director’s initial year of service. In the event that the Director ceases to be a member of the Board prior to the end of one year of service, all unvested stock options awarded hereunder shall be forfeit.

D. Additional Stock Options for Committee Chairmanships. As additional compensation for the Director's service as a chairman of a committee of the Board, if applicable, the Director shall receive an additional grant of stock options (a "Committee Grant"). The value determination, vesting, and other terms of the options included in each Committee Grant shall be under as set forth in Section II(C), above, except that the value of the additional options for each committee chairmanship shall be as follows:

- For service as chairman of the Audit Committee - \$20,000 worth of options

E. Director and Officer Liability Insurance. The Company's proposed director and officer liability insurance policy shall provide Director with coverage for damages and losses incurred in connection with the Director Services.

III. DUTIES OF DIRECTOR

A. Fiduciary Duties. In fulfilling his responsibilities, Director shall be charged with a fiduciary duty to the Company and all of its shareholders. Director shall be attentive and inform himself of all material facts regarding a decision before taking action. In addition, Director's actions shall be motivated solely by the best interests of the Company and its shareholders.

B. Confidentiality. During the term of this Agreement, and for a period of one (1) year after the Expiration Date, Director shall maintain in strict confidence all information he has obtained or shall obtain from the Company which the Company has designated as "confidential" or which is, by its nature confidential, relating to the Company's business, operations, properties, assets, services, condition (financial or otherwise), liabilities, employee relations, customers, suppliers, prospects, technology, or trade secrets, except to the extent such information (i) is in the public domain through no act or omission of the Company, or (ii) is required to be disclosed by law or a valid order by a court or other governmental body (the "**Confidential Information**").

C. Nondisclosure and Nonuse Obligations. Director will use the Confidential Information solely to perform the Director Services for the benefit of the Company. Director will treat all Confidential Information of the Company with the same degree of care as Director treats his own Confidential Information, and Director will use his best efforts to protect the Confidential Information. Director will not use the Confidential Information for his own benefit or the benefit of any other person or entity, except as may be specifically permitted in this Agreement. Director will immediately give notice to the Company of any unauthorized use or disclosure by or through him, or of which he becomes aware, of the Confidential Information. Director agrees to assist the Company in remedying any such unauthorized use or disclosure of the Confidential Information.

D. Return of the Company Property. All materials furnished to Director by the Company, whether delivered to Director by the Company or made by Director in the performance of Director Services under this Agreement (the "**Company Property**") are the sole and exclusive property of the Company. Director agrees to promptly deliver the original and any copies of the Company Property to the Company at any time upon the Company's request. Upon termination of this Agreement by either party for any reason, Director agrees to promptly deliver to the Company or destroy, at the Company's option, the original and any copies of the Company Property. Director agrees to certify in writing that Director has so returned or destroyed all such the Company Property.

IV. COVENANTS OF DIRECTOR

A. No Conflict of Interest. For so long as Director is a member of the Board, Director shall not be employed by, own, manage, control or participate in the ownership, management, operation or control of any business entity that is competitive with the Company or otherwise undertake any obligation inconsistent with the terms hereof, provided that Director may continue Director's current affiliations or other current relationships in existence on the date of this Agreement (collectively, the "**Current Affiliations**"). For a period of one (1) year after the Expiration Date, Director shall not be employed by, operate, or manage any business entity that is competitive with the Company. This Agreement is subject to the current terms and agreements governing Director's relationship with the Current Affiliations, and nothing in this Agreement is intended to be or will be construed to inhibit or limit any of Director's obligations to the Current Affiliations. Director represents that nothing in this Agreement conflicts with Director's obligations to the Current Affiliations. A business entity shall be deemed to be "competitive with the Company" for purpose of this Article IV only if and to the extent it engages in a business substantially similar to the Company's natural products and ingredients businesses.

B. Noninterference with Business. During the term of this Agreement, and for a period of one (1) year after the Expiration Date, Director agrees not to interfere with the business of the Company in any manner. By way of example and not of limitation, Director agrees not to solicit or induce any employee, independent contractor, customer, or supplier of the Company to terminate or breach his or her employment, contractual or other relationship with the Company.

C. Mutual Non-Disparagement. Director and the Company mutually agree to forbear from making, causing to be made, publishing, ratifying, or endorsing any and all disparaging remarks, derogatory statements or comments made to any party with respect to either of them. Further, the parties hereto agree to forbear from making any public or non-confidential statement with respect to any claim or complain against either party without the mutual consent of each of them, to be given in advance of any such statement.

V. TERM AND TERMINATION

A. Term. This Agreement is effective on the Effective Date and will continue for one year. In the absence of any agreement in writing to the contrary, this Agreement shall continue to renew for successive one (1) year terms on the anniversary of the Effective Date. Upon each annual renewal, and in the absence of a written agreement to the contrary:

1. The Director shall receive an additional grant of stock options (a "Renewal Grant"). The dollar value, vesting, and other terms of the options included in each Renewal Grant shall be under as set forth in Section II(C), above, (and, if applicable, Section II(D), above, for Committee Grants) except that the number of options granted shall be determined with reference to the volume weighted average price for the Company's Ordinary Shares during the thirty (30) trading days preceding the annual renewal date; and
2. The Director shall continue to receive the monthly stipend as set forth in Section II(B), above, and shall continue to be reimbursed for expenses as set forth in Section II(A), above.

B. Termination. This Agreement, and the Director's service as a member of the Board, shall terminate:

1. at any time upon thirty (30) days prior written notice by the Director of his resignation;
2. upon the close of any shareholder's meeting for the election of directors, if the Director is not re-elected to the Board by the Company's shareholders at such meeting;
3. upon removal of the Director by Ordinary Resolution as provided in the Articles;

4. automatically if, at any time, the Director becomes disqualified under the terms of the Articles; or

5. upon a determination by a majority of the Board (not including the Director), that:

- the Director has committed a breach a of any of Director’s obligations under this Agreement;
- the Director is or has become prohibited by any law, regulation, or rule applicable to the Company from serving as a member of the Board;
- the Director has become unable to perform his duties under this Agreement due to health reasons, disability, or being of unsound mind, unless the Company can accommodate the Director’s health impairment or disability without the Company incurring undue hardship;
- the Director is guilty of any serious misconduct or serious neglect in the discharge of the Director’s duties hereunder;
- the Director’s actions or omissions bring the name or reputation of the Company, or any of Company’s affiliates, subsidiaries, or parent (each a “Group Member”) into serious disrepute or prejudices the business interests of the Company or any Group Member; or
- the Director is charged or convicted of any criminal offence other than an offence which, in the reasonable opinion of the Board, does not affect the Director’s position as a director (bearing in mind the nature of the duties in which the Director is engaged and the capacities in which the Director is engaged).

C. Survival. The rights and obligations contained in Articles III and IV will survive any termination or expiration of this Agreement.

VI. MISCELLANEOUS

A. Assignment. Except as expressly permitted by this Agreement, neither party shall assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

B. No Waiver. The failure of any party to insist upon the strict observance and performance of the terms of this Agreement shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms.

C. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below or such other address as either party may specify in writing.

To the Company:

Mr. Yongwei Hu, Chairman & CEO
C601, Gazelle Valley, No. 69 Jinye Road, Xi'an Hi-tech Zone
Xi'an, Shaanxi Province, China 710077

To Director:

Jeffrey J. Guzy
3130 19th Street North
Arlington, Virginia 22201, USA

D. Governing Law. This Agreement shall be governed in all respects by the laws of the Cayman Islands, without regard to conflicts of law principles thereof.

E. Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

F. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all Director Services undertaken by Director for the Company

G. Amendments. This Agreement may only be amended, modified, or changed by an agreement signed by the Company and Director. The terms contained herein may not be altered, supplemented, or interpreted by any course of dealing or practices.

H. Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Company:

Bon Natural Life Limited

By: /s/ Yongwei Hu

Name: Yongwei Hu

Title: Chairman & CEO

Independent Director:

/s/ Jeffrey J. Guzy

Name: Jeffrey J. Guzy

Bon Natural Life Limited Announces Change to Board Composition

Xian, China, June 30, 2022 — Bon Natural Life Limited (Nasdaq: BON) (“BON” or the “Company”), one of the leading bio-ingredient solutions providers in the natural, health and personal care industries, today announced the appointment of Jeffrey Guzy, as a new independent Director to its Board of Directors and as Chair of the Audit Committee, both effective June 28, 2022. Effective June 27, 2022, Mr. Christopher Constable resigned as a director of the Company for personal reasons and stepped down as a member and chairman of the audit committee of the Board. The resignation of Mr. Constable did not result from any dispute or disagreement with the Company or the Board on any matter relating to the Company’s operations, policies or practices.

Mr. Jeffrey Guzy has had key executive positions at several large international companies, including Loral Space, Sprint International, Verizon and IBM. Mr. Guzy is a private investor and advisor to Aprize Satellite and to several other hi-tech companies. Mr. Guzy has an MBA in Strategic Planning and Management from The Wharton School of the University of Pennsylvania, an M.S. in Systems Engineering from the University of Pennsylvania; a B.S. in Electrical Engineering from Penn State University; and a Certificate in Theology from Georgetown University. Mr. Guzy’s extensive business and financial oversight experience led to the conclusion that he should serve as a director and qualify as an audit committee financial expert.

Mr. Yongwei Hu, CEO and Chairman of BON stated, “We thank Chris for his service to us as our board member and wish him all the best in his future endeavors. At the same time, We are excited to welcome Jeffrey as a new independent director to BON’s Board. Jeffrey’ experience will complement our existing directors’ skills and experiences, and he will provide critical insight and direction as we continue to expand our operations. We look forward to Jeffrey’ contributions and expect to leverage his financial and governance experience in furtherance of our growth in the coming years. “

About Bon Natural Life Limited

The Company focuses on the manufacturing of personal care ingredients, such as plant extracted fragrance compounds for perfume and fragrance manufacturers, natural health supplements such as powder drinks and bioactive food ingredient products mostly used as food additives and nutritional supplements by their customers. For additional information, please visit the Company’s website at www.bnllus.com.

Safe Harbor Statement

This press release contains forward-looking statements as defined by the Private Securities Litigation Reform Act of 1995. Forward-looking statements include statements concerning plans, objectives, goals, strategies, future events or performance, and underlying assumptions and other statements that are other than statements of historical facts. When the Company uses words such as “may,” “will,” “intend,” “should,” “believe,” “expect,” “anticipate,” “project,” “estimate” or similar expressions that do not relate solely to historical matters, it is making forward-looking statements. Forward-looking statements are not guarantees of future performance and involve risks and uncertainties that may cause the actual results to differ materially from the Company’s expectations discussed in the forward-looking statements. These statements are subject to uncertainties and risks including, but not limited to, the following: the Company’s goals and strategies; the Company’s future business development; product and service demand and acceptance; changes in technology; economic conditions; the growth of the natural, health and personal care market in China and the other international markets the Company plans to serve; reputation and brand; the impact of competition and pricing; government regulations; fluctuations in general economic and business conditions in China and the international markets the Company plans to serve and assumptions underlying or related to any of the foregoing and other risks contained in reports filed by the Company with the SEC. For these reasons, among others, investors are cautioned not to place undue reliance upon any forward-looking statements in this press release. Additional factors are discussed in the Company’s filings with the SEC, which are available for review at www.sec.gov. The Company undertakes no obligation to publicly revise these forward-looking statements to reflect events or circumstances that arise after the date hereof.

For more information, please contact:

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