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**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 March 2023**

**Commission File Number 001-40517**

**BON NATURAL LIFE LIMITED**

(Translation of registrant's name into English)

**25F, Rongcheng Yungu, Keji 3<sup>rd</sup> 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.

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## Public Offering of Shares and Warrants

On March 30, 2023, Bon Natural Life Limited, (the “Company”) engaged in a public offering of up to \$3,000,000 worth of ordinary shares of the Company, par value \$0.0001 per share (the “Shares”) in three (3) equal tranches at the subscription price as defined below. Shares issued in the first tranche will be issued on the first trading day that occurs after 15 calendar days from the filing date of the Company’s Listing of Additional Shares Notification Form with Nasdaq. The second tranche of Shares will be issued on the 11th trading day from the closing date of the first tranche. Shares issued in the third tranche will be issued on the 11th trading day from the closing date of the second tranche.

The Shares will be priced at the lower of (a) \$1.00 per share or (b) 80% of the market closing price for the Company’s Shares as reported by the Nasdaq Capital Market on the trading day immediately preceding the closing date for the initial tranche. The subscription price for the first closing date shall remain fixed and will be the subscription price for all the remaining closing dates thereafter.

Together with each Share subscribed for, the Company will issue one (1) warrant to purchase one (1) Share at an exercise price equal to 120% of the subscription price, exercisable for a period of thirty-six (36) months following the closing date (the “Warrants”).

We currently expect the initial public offering price will be \$1.00 per Share and Warrants exercisable at \$1.20 per Share, resulting in 3,000,000 Shares and 2,500,000 Shares issuable upon exercise of the Warrants.

We registered the Shares by way of a prospectus supplement to our currently effective unallocated shelf registration statement on Form F-3, (SEC File No. 333-267116).

Following the close of the offering we will have a total of 16,646,226 ordinary shares issued and outstanding.

## Exhibits

The following exhibits are included in this Form 6-K:

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	<a href="#">Form of Subscription Agreement</a>
10.2	<a href="#">Form of Warrant</a>

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**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: April 5, 2023

**Bon Natural Life Limited**

By: /s/ Yongwei Hu

Yongwei Hu

Chairman and Chief Executive Officer

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**SUBSCRIPTION AGREEMENT****BON NATURAL LIFE LIMITED**

Bon Natural Life Limited, a Cayman Islands exempted company (hereinafter the “Company”) and the undersigned (hereinafter the “Subscriber”) agree as follows:

**WHEREAS:**

A. Pursuant to the Registration Statement on Form F-3 (File No. 333-267116) filed by the Company with the Securities and Exchange Commission (the “Commission”) and declared effective by the Commission on December 7, 2022 (the “Registration Statement”) and the Prospectus Supplement to the Registration Statement filed by the Company with the Commission on March 30, 2023 (the “Supplement”), the Company desires to issue to the public a total of US\$3,000,000 worth of ordinary shares of the Company, par value \$0.0001 per share (the “Shares”), in three (3) equal tranches at the Subscription Price as defined herein below. Ordinary shares issued in the first tranche will be issued on the first trading day that occurs after 15 calendar days from the filing date of the Company’s Listing of Additional Shares Notification Form. The second tranche will be issued on the 11th trading day from the Closing Date of the first tranche. Ordinary shares issued in the third tranche will be issued on the 11th trading day from the Closing Date of the second tranche; and

B. Together with each Share subscribed for hereunder, the Company will issue the Subscriber one (1) warrant to purchase one (1) ordinary share of the Company, at an exercise price equal to 120% of the Subscription Price, exercisable for a period of thirty-six (36) months following a Closing Date (the “Warrants”); and

C. Subscriber desires to acquire that number of Shares and Warrants as is set forth on the signature page hereof, at the Purchase Price as defined herein.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants hereinafter set-forth, the parties hereto do hereby agree as follows:

**SUBSCRIPTION**

1.1 Subject to the terms and conditions hereinafter set forth, the Subscriber hereby subscribes for and agrees to purchase Shares from the Company for each tranche at a subscription price equal to the lower of a). US\$1.00 or b). 80% of the market closing price for the Company’s ordinary shares as reported by the Nasdaq Stock Exchange on the trading day immediately preceding the first Closing Date. The Subscription Price for the first closing date shall remain fixed and will be the Subscription Price for all the remaining Closing Dates thereafter.

1.2 The Shares and the Warrants shall be issued to the Shareholder at a closing to take place immediately upon the date on which each of the following has occurred (the “Closing Date”):

(A) The Subscriber has completed, executed, and delivered a copy of this Subscription Agreement to the Company at [bonnatural@appchem.cn](mailto:bonnatural@appchem.cn).

(B) The Subscriber has paid each tranche of the Subscription Price in either U.S. Dollars or equivalent other currencies (the exchange rate shall be subject to the central parity announcement issued by the People’s Bank of China on the date of payment) for the Shares subscribed for hereunder by wire transfer in accordance with the instructions to be provided by the Company to the Subscriber, and the Company has received the funds at least one (1) day before each tranche of share issuance.

(C) At least fifteen (15) days have passed since the Company's filing of a Form LAS regarding the issuance of the Shares and the Warrants with the Nasdaq Stock Exchange.

(D) A majority of the shareholders of the Company have approved the issuance of the Shares and the Warrants by appropriate resolution.

#### **REPRESENTATIONS AND WARRANTIES BY SUBSCRIBER**

2.1 Subscriber hereby acknowledges, represents and warrants to the Company the following:

- (A) Subscriber acknowledges that the purchase of the Shares and the Warrants involves a high degree of risk;
- (B) Subscriber recognizes that an investment in the Company is highly speculative and only investors who can afford the loss of their entire investment should consider investing in the Company, the Shares, and the Warrants;
- (C) Subscriber has such knowledge and experience in finance, securities, investments, including investment in unregistered securities, and other business matters so as to be able to protect its interests in connection with this transaction;
- (D) The Subscriber is an "Accredited Investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended;
- (E) Subscriber is acquiring the Shares and the Warrants as principal for Subscriber's own benefit;
- (F) The Subscriber has not created any obligation for any finder's, investment banker's or broker's fee in connection with its investment in the Shares and the Warrants;
- (G) Subscriber acknowledges receipt and review of the Company's filings with the Securities and Exchange Commission, including the Registration Statement and the Supplement, and of both the Memorandum and Articles of Association of the Company, together with the opportunity and the Company's encouragement to seek the advice and consultation of independent investment, legal and tax counsel;
- (H) Subscriber acknowledges and agrees that the Company has previously made available to Subscriber the opportunity to ask questions of and to receive answers from representatives of the Company concerning the Company and the Shares and Warrants, as well as to conduct whatever due diligence the Subscriber, in its discretion, deems advisable. Subscriber is not relying on any information communicated by any representatives of the Company and is relying solely upon information obtained during Subscriber's due diligence investigation in making a decision to invest in the Shares, the Warrants, and the Company.

## REPRESENTATIONS BY THE COMPANY

3.1 The Company represents and warrants to the Subscriber that:

- (A) The Company is an exempted company duly organized, existing and in good standing under the laws of the Cayman Islands and has the corporate power to conduct the business which it conducts and proposes to conduct.
- (B) Upon issue, the Shares will be duly and validly issued, fully paid and non-assessable ordinary shares in the capital of the Company.
- (C) Upon notice of exercise and payment of the exercise price as set forth in the Warrants, the ordinary shares to be issued upon exercise of the Warrants will be duly and validly issued, fully paid and non-assessable ordinary shares in the capital of the Company.

## TERMS OF SUBSCRIPTION

4.1 Upon acceptance of this subscription by the Company, all funds paid hereunder shall be immediately available to the Company for its use.

4.2 Subscriber hereby authorizes and directs the Company to issue the securities to be issued to such Subscriber pursuant to this Subscription Agreement in book entry form, and to record in the records of its transfer agent Subscriber's address and legal name as indicated herein.

4.3 Notwithstanding the place where this Subscription Agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the laws of the State of New York. Exclusive venue for any dispute arising out of this Subscription Agreement or concerning the Shares or the Warrants shall be the federal courts sited in New York City, New York.

4.4 The parties agree to execute and deliver all such further documents, agreements and instruments and take such other and further action as may be necessary or appropriate to carry out the purposes and intent of this Subscription Agreement.

*[remainder of this page intentionally blank, signature page to follow]*

**ACCREDITED INVESTOR STATUS**

5.1  By checking this box, Subscriber represents and warrants to the Company that the Subscriber is an "Accredited Investor" as such term is defined in Rule 501 of Regulation D promulgated under the United States Securities Act of 1933, as amended (the "Act"). The Subscriber acknowledges having reviewed and considered the definition of "Accredited Investor" attached to this Subscription Agreement.

**IN WITNESS WHEREOF**, this Subscription Agreement is executed as of the 30<sup>th</sup> day of March, 2023.

Number of Shares Subscribed For: \_\_\_\_\_

Total Subscription Price: \$ \_\_\_\_\_

Signature of Subscriber: \_\_\_\_\_

Name of Subscriber: \_\_\_\_\_

Address of Subscriber: \_\_\_\_\_

Subscriber's SS# or tax ID#: \_\_\_\_\_

**ACCEPTED BY: BON NATURAL LIFE LIMITED**

Signature of Authorized Signatory: \_\_\_\_\_

Name of Authorized Signatory: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

### **Accredited Investor Definition**

The Subscriber will be an “Accredited Investor” as such term is defined in Rule 501 of Regulation D promulgated under the United States Securities Act of 1933, as amended (the “Act”) if the Subscriber is any of the following:

1. Any bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any insurance company as defined in section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
2. Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;
3. Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
4. Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
5. Any natural person whose individual net worth, or joint net worth with that person’s spouse, at the time of his purchase exceeds \$1,000,000, exclusive of the value of such person’s primary residence;
6. Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person’s spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
7. Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) and
8. Any entity in which all of the equity owners are accredited investors.



**THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR REGISTERED OR QUALIFIED UNDER ANY STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS SUCH SALE, TRANSFER, PLEDGE OR HYPOTHECATION IS IN ACCORDANCE WITH SUCH ACT AND APPLICABLE STATE SECURITIES LAWS.**

Warrant No. \_\_\_\_\_

No. of Ordinary Shares: \_\_\_\_\_

**WARRANT  
to Purchase Ordinary Shares of**

**Bon Natural Life Limited  
a Cayman Islands Exempted Company**

This Warrant certifies that \_\_\_\_\_ (“Purchaser”), is entitled to purchase from Bon Natural Life Limited, a Cayman Islands exempted company (the “Company”), \_\_\_\_\_ ordinary shares of the Company (or any portion thereof) at an exercise price of \$\_\_\_\_\_ per ordinary share, for a period of two (2) years from the date hereof, all on the terms and conditions hereinafter provided.

Section 1. Certain Definitions. As used in this Warrant, unless the context otherwise requires:

“Memorandum and Articles” shall mean the Memorandum and Articles of Association of the Company, as in effect from time to time.

“Ordinary Shares” shall mean the Company’s authorized ordinary shares, par value \$0.0001 per share.

“Exercise Price” shall mean the exercise price per ordinary share set forth above, as adjusted from time to time pursuant to Section 4 hereof.

“Securities Act” shall mean the Securities Act of 1933, as amended.

“Warrant” shall mean this Warrant and all additional or new warrants issued upon division or combination of, or in substitution for, this Warrant. All such additional or new warrants shall at all times be identical as to terms and conditions and date, except as to the number of ordinary shares for which they may be exercised.

“Warrant Stock” shall mean the ordinary shares purchasable by the holder of this Warrant upon the exercise of such Warrant.

“Warrantholder” shall mean the Purchaser, as the initial holder of this Warrant, and its nominees, successors or assigns, including any subsequent holder of this Warrant to whom it has been legally transferred.

Section 2. Exercise of Warrant.

(a) At any time during the two (2) years following the date hereof, the Purchaser may at any time and from time to time exercise this Warrant, in whole or in part.

(b) (i) The Warrantholder shall exercise this Warrant by means of delivering to the Company at its office identified in Section 14 hereof (i) a written notice of exercise, including the number of shares of Warrant Stock to be delivered pursuant to such exercise, (ii) this Warrant and (iii) payment equal to the Exercise Price in accordance with Section 2(b)(ii). In the event that any exercise shall not be for all shares of Warrant Stock purchasable hereunder, the Company shall deliver to the Warrantholder a new Warrant registered in the name of the Warrantholder, of like tenor to this Warrant and for the remaining shares of Warrant Stock purchasable hereunder, within ten (10) days of any such exercise. Such notice of exercise shall be in the Subscription Form set out at the end of this Warrant.

(ii) The Warrantholder may elect to pay the Exercise Price to the Company either by cash, certified check or wire transfer.

(c) Upon exercise of this Warrant and delivery of the Subscription Form with proper payment relating thereto, the Company shall cause to be executed and delivered to the Warrantholder a certificate or certificates representing the aggregate number of fully-paid and nonassessable ordinary shares issuable upon such exercise.

(d) In lieu of cash exercising this Warrant, the Holder of this Warrant may elect to receive shares equal to the value of this Warrant (or the portion thereof being canceled) by surrender of this Warrant at the principal office of the Company together with notice of such election, in which event the Company shall issue to the Holder hereof a number of Shares computed using the following formula:

$$X = Y(A-B)/A$$

Where X -- The number of ordinary shares to be issued to the holder of this Warrant.

Y -- The number of ordinary shares purchasable under this Warrant.

A -- The fair market value of one of the Company's ordinary shares.

B -- The Exercise Price (as adjusted to the date of such calculations).

For purposes of this Paragraph 2(d), the fair market value of the ordinary shares, if publicly traded, shall be the five day average of the reported closing price each day of the Shares for the five trading days immediately preceding the exercise of this Warrant. If the ordinary are not publicly traded, their fair market value shall be the price per share that the Company could obtain from a willing buyer for ordinary shares sold by the Company from authorized but unissued shares, as such prices shall be determined by reference to the most recent sale or issuance by the Company of ordinary shares.

(e) The stock certificate or certificates for Warrant Stock to be delivered in accordance with this Section 2 shall be in such denominations as may be specified in said notice of exercise and shall be registered in the name of the Warrantholder or such other name or names as shall be designated in said notice. Such certificate or certificates shall be deemed to have been issued and the Warrantholder or any other person so designated to be named therein shall be deemed to have become the holder of record of such shares, including to the extent permitted by law the right to vote such shares or to consent or to receive notice as stockholders, as of the time said notice is delivered to the Company as aforesaid.

(f) The Company shall pay all expenses payable in connection with the preparation, issue and delivery of stock certificates under this Section 2, including any transfer taxes resulting from the exercise of the Warrant and the issuance of Warrant Stock hereunder.

(g) All shares of Warrant Stock issuable upon the exercise of this Warrant in accordance with the terms hereof shall be validly issued, fully paid and nonassessable, and free from all liens and other encumbrances thereon, other than liens or other encumbrances created by the Warrantholder.

(h) In no event shall any fractional ordinary share of the Company be issued upon any exercise of this Warrant. If, upon any exercise of this Warrant, the Warrantholder would, except as provided in this paragraph, be entitled to receive a fractional ordinary share, then the Company shall deliver in cash to such holder an amount equal to such fractional interest.

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Section 3. Omitted.

Section 4. Adjustment of Exercise Price and Warrant Stock.

(a) If, at any time prior to the Expiration Date, the number of outstanding ordinary shares is (i) increased by a stock dividend payable in ordinary shares or by a subdivision or split-up of ordinary shares, or (ii) decreased by a combination of ordinary shares, then, following the record date fixed for the determination of holders of ordinary shares entitled to receive the benefits of such stock dividend, subdivision, split-up, or combination, the Exercise Price shall be adjusted to a new amount equal to the product of (I) the Exercise Price in effect on such record date and (II) the quotient obtained by dividing (x) the number of ordinary shares outstanding on such record date (without giving effect to the event referred to in the foregoing clause (i) or (ii)), by (y) the number of ordinary shares which would be outstanding immediately after the event referred to in the foregoing clause (i) or (ii), if such event had occurred immediately following such record date.

(b) Upon each adjustment of the Exercise Price as provided in Section 4 (a), the Warrantholder shall thereafter be entitled to subscribe for and purchase, at the Exercise Price resulting from such adjustment, the number of shares of Warrant Stock equal to the product of (i) the number of shares of Warrant Stock existing prior to such adjustment and (ii) the quotient obtained by dividing (I) the Exercise Price existing prior to such adjustment by (II) the new Exercise Price resulting from such adjustment.

(c) If, at any time prior to the Expiration Date, there occurs an event which would cause the automatic conversion (“Automatic Conversion”) of the Warrant Stock into ordinary shares of the Company in accordance with the Articles, then any Warrant shall thereafter be exercisable, prior to the Expiration Date, into the number of ordinary shares into which the Warrant Stock would have been convertible pursuant to the Articles if the Automatic Conversion had not taken place.

Section 5. Division and Combination. This Warrant may be divided or combined with other Warrants upon presentation at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Warrantholder or its agent or attorney. The Company shall pay all expenses in connection with the preparation, issue and delivery of Warrants under this Section 5, including any transfer taxes resulting from the division or combination hereunder. The Company agrees to maintain at its aforesaid office books for the registration of the Warrants.

Section 6. Reclassification, Etc. In case of any reclassification or change of the outstanding ordinary shares of the Company (other than as a result of a subdivision, combination or stock dividend), or in case of any consolidation of the Company with, or merger of the Company into, another corporation or other business organization (other than a consolidation or merger in which the Company is the continuing corporation and which does not result in any reclassification or change of the outstanding ordinary shares of the Company) at any time prior to the Expiration Date, then, as a condition of such reclassification, reorganization, change, consolidation or merger, lawful provision shall be made, and duly executed documents evidencing the same from the Company or its successor shall be delivered to the Warrantholder, so that the Warrantholder shall have the right prior to the Expiration Date to purchase, at a total price not to exceed that payable upon the exercise of this Warrant, the kind and amount of shares of stock and other securities and property receivable upon such reclassification, reorganization, change, consolidation or merger by a holder of the number of ordinary shares of the Company which might have been purchased by the Warrantholder immediately prior to such reclassification, reorganization, change, consolidation or merger, in any such case appropriate provisions shall be made with respect to the rights and interest of the Warrantholder to the end that the provisions hereof (including provisions for the adjustment of the Exercise Price and of the number of shares purchasable upon exercise of this Warrant) shall thereafter be applicable in relation to any shares of stock and other securities and property thereafter deliverable upon exercise hereof.

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Section 7. Reservation and Authorization of Capital Stock. The Company shall at all times reserve and keep available for issuance such number of its authorized but unissued ordinary shares as will be sufficient to permit the exercise in full of all outstanding Warrants.

Section 8. Stock and Warrant Books. The Company will not at any time, except upon dissolution, liquidation or winding up, close its stock books or Warrant books so as to result in preventing or delaying the exercise of any Warrant.

Section 9. Limitation of Liability. No provisions hereof, in the absence of affirmative action by the Warrantholder to purchase Warrant Stock hereunder, shall give rise to any liability of the Warrantholder to pay the Exercise Price or as a stockholder of the Company (whether such liability is asserted by the Company or creditors of the Company).

Section 10. Transfer. Subject to compliance with the Securities Act and the applicable rules and regulations promulgated thereunder, this Warrant and all rights hereunder shall be transferable in whole or in part. Any such transfer shall be made at the office or agency of the Company at which this Warrant is exercisable, by the registered holder hereof in person or by its duly authorized attorney, upon surrender of this Warrant together with the assignment hereof properly endorsed, and promptly thereafter a new warrant shall be issued and delivered by the Company, registered in the name of the assignee. Until registration of transfer hereof on the books of the Company, the Company may treat the Purchaser as the owner hereof for all purposes.

Section 11. Investment Representations; Restrictions on Transfer of Warrant Stock. Unless a current registration statement under the Securities Act shall be in effect with respect to the Warrant Stock to be issued upon exercise of this Warrant, the Warrantholder, by accepting this Warrant, covenants and agrees that, at the time of exercise hereof, and at the time of any proposed transfer of Warrant Stock acquired upon exercise hereof, such Warrantholder will deliver to the Company a written statement that the securities acquired by the Warrantholder upon exercise hereof are for the account of the Warrantholder or are being held by the Warrantholder as trustee, investment manager, investment advisor or as any other fiduciary for the account of the beneficial owner or owners for investment and are not acquired with a view to, or for sale in connection with, any distribution thereof (or any portion thereof) and with no present intention (at any such time) of offering and distributing such securities (or any portion thereof).

Section 12. Loss, Destruction of Warrant Certificates. Upon receipt of evidence satisfactory to the Company of the loss, theft, destruction or mutilation of any Warrant and, in the case of any such loss, theft or destruction, upon receipt of indemnity and/or security satisfactory to the Company or, in the case of any such mutilation, upon surrender and cancellation of such Warrant, the Company will make and deliver, in lieu of such lost, stolen, destroyed or mutilated Warrant, a new Warrant of like tenor and representing the right to purchase the same aggregate number of ordinary shares.

Section 13. Amendments. The terms of this Warrant may be amended, and the observance of any term herein may be waived, but only with the written consent of the Company and the Warrantholder.

Section 14. Notices Generally. Any notice, request, consent, other communication or delivery pursuant to the provisions hereof shall be in writing and shall be sent by one of the following means: (i) by registered or certified first class mail, postage prepaid, return receipt requested; (ii) by facsimile transmission with confirmation of receipt; (iii) by nationally recognized courier service guaranteeing overnight delivery; or (iv) by personal delivery, and shall be properly addressed to the Warrantholder at the last known address or facsimile number appearing on the books of the Company, or, except as herein otherwise expressly provided, to the Company at its principal executive office, or such other address or facsimile number as shall have been furnished to the party giving or making such notice, demand or delivery.

Section 15. Successors and Assigns. This Warrant shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns.

Section 16. Governing Law. In all respects, including all matters of construction, validity and performance, this Warrant and the obligations arising hereunder shall be governed by, and construed and enforced in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Company has caused this Warrant to be signed in its name by its Chief Executive Officer.

Issue Date: \_\_\_\_\_, 2023

Bon Natural Life Limited, a Cayman Islands exempted company

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**SUBSCRIPTION FORM**

(to be executed only upon exercise of Warrant)

To: Bon Natural Life Limited,

The undersigned, pursuant to the provisions set forth in the attached Warrant (No. \_\_), hereby irrevocably elects to purchase \_\_\_\_\_ ordinary shares covered by such Warrant. Please issue a certificate or certificates representing said ordinary shares in the name of the undersigned or in such other name as is specified below:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Social Security or Tax Identification Number

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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