

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D/A
(Amendment No. 1)

(Rule 13d-101)

Under the Securities Exchange Act of 1934

Nature's Sunshine Products, Inc.

(Name of Issuer)

Common Stock, no par value
(Title of Class of Securities)

639027101
(CUSIP NUMBER)

Phil Frohlich
1924 South Utica, Suite #1120
Tulsa, Oklahoma 74104-6429
(918) 747-3412
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

- with copies to -

Eliot D. Raffkind
Akin, Gump, Strauss, Hauer & Feld, L.L.P.
1700 Pacific Avenue, Suite 4100
Dallas, Texas 75201-4618
(214) 969-2800

August 25, 2014
(Date of event which requires filing of this statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g) check the following box [X].

The information required in the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended (the "Act"), or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act.

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)
	PRESCOTT GROUP CAPITAL MANAGEMENT, L.L.C.
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY
4	SOURCE OF FUNDS*
	WC
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION
	Oklahoma
	NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH
	7 SOLE VOTING POWER
	1,865,383
	8 SHARED VOTING POWER
	0
	9 SOLE DISPOSITIVE POWER
	1,865,383
	10 SHARED DISPOSITIVE POWER
	0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
	1,865,383
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
	9.8%
14	TYPE OF REPORTING PERSON*
	IA

*SEE INSTRUCTIONS BEFORE FILLING OUT

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)
	PRESCOTT GROUP AGGRESSIVE SMALL CAP, L.P.
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY
4	SOURCE OF FUNDS*
	WC
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION
	Oklahoma
	NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH
	7 SOLE VOTING POWER
	0
	8 SHARED VOTING POWER
	1,865,383
	9 SOLE DISPOSITIVE POWER
	0
	10 SHARED DISPOSITIVE POWER
	1,865,383
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
	1,865,383
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
	9.8%
14	TYPE OF REPORTING PERSON*
	PN

*SEE INSTRUCTIONS BEFORE FILLING OUT

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
	PRESCOTT GROUP AGGRESSIVE SMALL CAP II, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS*	
	WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Oklahoma	
	NUMBER OF SHARES BENEFICIALLY	7 SOLE VOTING POWER 0
	OWNED BY EACH REPORTING PERSON WITH	8 SHARED VOTING POWER 1,865,383
		9 SOLE DISPOSITIVE POWER 0
		10 SHARED DISPOSITIVE POWER 1,865,383
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	1,865,383	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	9.8%	
14	TYPE OF REPORTING PERSON*	
	PN	

*SEE INSTRUCTIONS BEFORE FILLING OUT

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
	PHIL FROHLICH	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS*	
	PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	U.S. CITIZEN	
	NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7 SOLE VOTING POWER 1,865,383
		8 SHARED VOTING POWER 0
		9 SOLE DISPOSITIVE POWER 1,865,383
		10 SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,865,383	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.8%	
14	TYPE OF REPORTING PERSON* IN	

*SEE INSTRUCTIONS BEFORE FILLING OUT

SCHEDULE 13D/A

This Amendment No. 1 (this "Amendment") to the Schedule 13D filed with the Securities and Exchange Commission ("SEC") on May 28, 2009 (the "Schedule 13D") is being filed on behalf of Prescott Group Capital Management, L.L.C., an Oklahoma limited liability company ("Prescott Capital"), Prescott Group Aggressive Small Cap, L.P., an Oklahoma limited partnership ("Prescott Small Cap"), Prescott Group Aggressive Small Cap II, L.P., an Oklahoma limited partnership ("Prescott Small Cap II" and, together with Prescott Small Cap, the "Small Cap Funds"), and Mr. Phil Frohlich, the principal of Prescott Capital, relating to shares of common stock of Nature's Sunshine Products, Inc., a Utah corporation (the "Issuer").

This Amendment relates to shares of Common Stock, no par value, of the Issuer (the "Common Stock") purchased by the Small Cap Funds through the account of Prescott Group Aggressive Small Cap Master Fund, G.P., an Oklahoma general partnership ("Prescott Master Fund"), of which the Small Cap Funds are the general partners. Prescott Capital serves as the general partner of the Small Cap Funds and may direct the Small Cap Funds, the general partners of Prescott Master Fund, to direct the vote and disposition of the 1,865,383 shares of Common Stock held by the Prescott Master Fund. As the principal of Prescott Capital, Mr. Frohlich may direct the vote and disposition of the 1,865,383 shares of Common Stock held by Prescott Master Fund. Prescott Capital's, the Small Cap Funds' and Mr. Frohlich's beneficial ownership of shares of Common Stock were previously reported in a Schedule 13G filed with the SEC on October 24, 2008.

Item 1 of the Schedule 13D is hereby amended and restated as follows:

Item 1. Security and Issuer

Securities acquired: Shares of Common Stock, no par value (the "Common Stock").

Issuer: Nature's Sunshine Products, Inc.
2500 West Executive Parkway, Suite 100
Lehi, Utah 84043

Item 4 of the Schedule 13D is hereby amended to add the following:

Item 4. Purpose of the Transaction

On August 25, 2014, the Reporting Persons entered into a letter agreement with the Issuer (the "Letter Agreement") in connection with Jeff Watkins' service on the board of directors of the Issuer (the "Board"), which requires the Reporting Persons to keep confidential and not disclose any Proprietary Information (as defined in the Letter Agreement) that the Reporting Persons might receive, and not use such information for any purpose other than enabling the Reporting Persons to make non-publicly disclosed suggestions to the Board. In addition, for a period commencing on the effective date of the Letter Agreement and ending on the earlier of (x) the later to occur of (i) June 30, 2015 or (ii) (A) the date upon which no persons affiliated with the later to occur of (i) June 30, 2015 or (ii) (A) the date upon which no persons affiliated with

the Reporting Persons are serving on the Board and (B) three month after such date and (y) the date that is four years after August 21, 2014, the Reporting Persons agree not to directly or indirectly take any of the following actions: (i) acquire additional Common Stock such that the Reporting Persons would own in excess of 19.99% of the then outstanding shares of Common Stock of the Issuer; (ii) make or participate in any solicitation of proxies; (iii) nominate any person to the Board; (iv) make any public announcement with respect to any extraordinary transaction of the Issuer; (v) form or join any "group" for purposes of the Securities Exchange Act of 1934, as amended; or (vi) otherwise act or seek to control or influence the Board or the management or policies of the Issuer.

The provisions of the Letter Agreement described above may be terminated by the Issuer upon the occurrence of the approval by the Board of certain actions related to the Issuer. In addition, the entirety of the Letter Agreement will terminate automatically upon the earlier to occur of (i) June 30, 2015 or (ii) the date upon which no persons affiliated with the Reporting Persons are serving on the Board.

The Letter Agreement is attached hereto as Exhibit 99.3.

Although the Reporting Persons have no specific plan or proposal to acquire or dispose of the Common Stock, consistent with their investment purpose, the Reporting Persons at any time and from time to time may acquire additional shares of Common Stock or dispose of any or all of its shares of Common Stock depending upon an ongoing evaluation of their investment in the Common Stock, prevailing market conditions, other investment opportunities, liquidity requirements of the Reporting Persons and/or other investment considerations.

Item 5 of the Schedule 13D is hereby amended and restated as follows:

Item 5. Interest in Securities of the Issuer

(a) The aggregate percentage of shares of Common Stock reported to be owned by the Reporting Persons is based upon 19,056,840 shares outstanding, which is the total number of shares of Common Stock outstanding as of August 27, 2014 pursuant to the Issuer's Form 10-Q filed with the SEC on August 7, 2014 and the press release of the Issuer filed with the SEC on August 27, 2014.

As of August 27, 2014, the Small Cap Funds beneficially owned 1,865,383 shares of Common Stock, representing approximately 9.8% of the issued and outstanding Common Stock of the Issuer.

Prescott Capital, as the general partner of the Small Cap Funds, may also be deemed to beneficially own the 1,865,383 shares of Common Stock held by the Small Cap Funds, representing approximately 9.8% of the issued and outstanding Common Stock of the Issuer.

In addition, Phil Frohlich, as managing member of Prescott Capital, the general partner of the Small Cap Funds, may also be deemed to beneficially own the 1,865,383 shares of Common Stock beneficially owned by the Small Cap Funds.

Prescott Capital and Mr. Frohlich disclaim beneficial ownership of the shares of Common Stock held by the Small Cap Funds except to the extent of their pecuniary interest therein.

(b) Prescott Capital and Phil Frohlich have the sole power to vote and dispose of the shares of Common Stock owned by the Small Cap Funds reported in this Schedule 13D.

The filing of this Schedule 13D shall not be construed as admission that Prescott Capital or Mr. Frohlich is for the purposes of Section 13(d) or 13(g) of the Act the beneficial owner of any of the 1,865,383 shares of Common Stock owned by the Small Cap Funds. Pursuant to Rule 13d-4, Prescott Capital and Mr. Frohlich disclaim all such beneficial ownership.

(c) The Reporting Persons have had no transactions in the Common Stock during the past sixty (60) days.

(d) No person other than the Reporting Persons is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, the shares of Common Stock.

(e) Not applicable.

Item 6 of the Schedule 13D is hereby amended and restated as follows:

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

The responses to Item 4 are incorporated herein by reference.

Other than as described herein, there are no contracts, arrangements, understandings or relationships among the Reporting Persons, or between the Reporting Persons and any other person, with respect to the securities of the Issuer.

Item 7 of the Schedule 13D is hereby amended to add the following:

Item 7. Material to be Filed as Exhibits

Exhibit 99.3 Letter Agreement by and among the Issuer and Prescott Capital dated August 25, 2014.

Signatures

After reasonable inquiry and to the best of their knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 28, 2014

Prescott Group Capital Management, L.L.C.

By: /s/ Phil Frohlich
Phil Frohlich, Managing Member

Prescott Group Aggressive Small Cap, L.P.

By: Prescott Group Capital Management, L.L.C., its general partner

By: /s/ Phil Frohlich
Phil Frohlich, Managing Member

Prescott Group Aggressive Small Cap II, L.P.

By: Prescott Group Capital Management, L.L.C., its general partner

By: /s/ Phil Frohlich
Phil Frohlich, Managing Member

Phil Frohlich

By: /s/ Phil Frohlich
Phil Frohlich

EXHIBIT 99.3

August 25, 2014

Prescott Group Capital Management, LLC
1924 South Utica, Suite #1120
Tulsa, Oklahoma 74104-6429
Att: Mr. Phil Frohlich

Ladies and Gentlemen:

1. Prescott Group Capital Management, LLC, an Oklahoma limited liability company ("Prescott"), and Nature's Sunshine Products, Inc., a Utah corporation (the "Company" and, together with Prescott, the "Parties"), understand and agree that, subject to the terms of, and in accordance with, this letter agreement, the Company has provided, in connection with Jeffrey Watkins' service on the board of the directors of the Company (the "Board"), and expects to continue to provide Prescott with certain information about its finances, businesses and operations (including certain financial information and the information and materials provided or made available to the Board during the time when any person affiliated with Prescott serves on the Board); provided that nothing in this letter agreement obligates the Company to disclose any information if such disclosure would be unlawful or result in a breach by the Company or one of its subsidiaries of a confidentiality agreement with a third party. Any such information provided by the Company shall be used by Prescott and its Affiliates (as defined below) solely to enable Prescott and its Affiliates to make non-publicly disclosed suggestions to the Board regarding the Company's ongoing business and corporate strategies and policies.

2. All information about the Company or any third party that is furnished by the Company or its Representatives (as defined below) to Prescott before the date hereof, now or in the future, and regardless of the manner in which it is furnished, is referred to in this letter agreement as "Proprietary Information". Proprietary Information does not include, however, any information that (i) is or becomes generally available to the public other than as a result of a disclosure by Prescott, any of its Affiliates or any of their respective Representatives in violation of this letter agreement; (ii) was available to Prescott, any of its Affiliates or any of their respective Representatives on a non-confidential basis prior to its disclosure by the Company or its Representatives; (iii) becomes available to Prescott, any of its Affiliates or any of their respective Representatives from a person other than the Company or its Representatives who is not subject to any legally binding obligation to keep such information confidential; or (iv) was independently developed by Prescott, any of its Affiliates or any of their

respective Representatives without reference to or use of the Proprietary Information. For purposes of this letter agreement, (x) “Affiliates” of Prescott shall mean (A) Prescott Group Aggressive Small Cap, L.P., (B) Prescott Group Aggressive Small Cap II, L.P., (C) Mr. Frohlich, (D) Mr. Watkins and (E) any other current or future person that falls within the definition of “affiliate” under the Securities and Exchange Act of 1934, as amended, (y) “Representative” shall mean, as to any person, its directors, officers, employees, agents and attorneys; and (z) “person” shall be broadly interpreted to include, without limitation, any corporation, company, partnership, other entity or individual.

3. Subject to paragraph 4 below, unless otherwise agreed to in writing by the Company, Prescott shall, (i) except as required by law, keep all Proprietary Information confidential and not disclose or reveal any Proprietary Information to any person (other than to its Affiliates, its Representatives and Representatives of its Affiliates who have a need to know such information for purposes of assisting in Prescott’s evaluation of the Company, provided that each such Affiliate and Representative shall keep confidential all Proprietary Information that is so disclosed or revealed to him or her in accordance with Prescott’s confidentiality obligations hereunder with respect to such Proprietary Information); (ii) not use Proprietary Information for any purpose other than enabling Prescott to make non-publicly disclosed suggestions to the Board regarding the Company’s ongoing business and corporate strategies and policies; and (iii) except as required by law or legal process, not disclose to any person the fact that Proprietary Information has been disclosed to Prescott, provided that, for the avoidance of doubt, the disclosure of the existence of this letter agreement and the filing of this letter agreement as an exhibit to any Schedule 13D or amendment thereto shall not be deemed to be a breach of the foregoing clause (iii). Prescott will be responsible for any violation of the confidentiality provisions of this letter agreement by its Affiliates, its Representatives and the Representatives of its Affiliates as if they were parties hereto. The obligations of Prescott contained in this paragraph 3 to keep Proprietary Information confidential shall survive any termination or expiration of this letter agreement solely for a period of 18 months from and after such termination or expiration.

4. In the event that Prescott, any of its Affiliates or any of their respective Representatives is requested pursuant to, or required by, applicable law or regulation (including, without limitation, any rule, regulation or policy statement of any national securities exchange, market or automated quotation system applicable to Prescott or any of its Affiliates) or by legal process to disclose any Proprietary Information, Prescott shall provide the Company with prompt notice of such request or requirement in order to enable the Company (i) to seek an appropriate protective order or other remedy, (ii) to consult with Prescott with respect to the Company’s taking steps to resist or narrow the scope of such request or legal process or (iii) to waive compliance, in whole or in part, with the terms of this letter agreement. In the event that such protective order or other remedy is not timely sought or obtained, or the Company waives compliance, in whole or in part, with the terms of this letter agreement, Prescott shall (x) use commercially reasonable efforts to disclose only that portion of the Proprietary Information which is, in the opinion of outside legal counsel, legally required to be disclosed and to ensure that all Proprietary Information that is so disclosed will be accorded confidential treatment and (y) provide the Company with the text of such required disclosure as far in advance of its

disclosure as reasonably practicable and consider in good faith the Company's suggestions concerning the nature and scope of the information to be contained therein. In the event that Prescott shall have complied, in all material respects, with the provisions of this paragraph 4, such disclosure may be made by Prescott, such Affiliate or such Representative, as applicable, without any liability hereunder.

5. For a period commencing on the date of this letter agreement and ending on the earlier of (x) the later to occur of (i) June 30, 2015 or (ii) (A) the date upon which no persons affiliated with Prescott are serving on the Board (in the case of subparagraph (a) below) and (B) three months after such date (in the case of subparagraphs (b) through (h) below) and (y) the date that is four years after August 21, 2014, none of Prescott or any person affiliated with Prescott shall, without the prior written consent of the Company or the Board, directly or indirectly:

- (a) acquire, offer to acquire, or agree to acquire, directly or indirectly, by purchase or otherwise, (i) any additional common stock of the Company or direct or indirect rights to acquire common stock of the Company, such that Prescott, its Affiliates and any other person affiliated with Prescott collectively would beneficially own, directly or indirectly, for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Rule 13d-3 thereunder (or any comparable or successor law or regulation), after giving effect to such acquisition, in excess of 19.99% of the amount of the issued and outstanding common stock of the Company, provided that, for the avoidance of doubt, any increase in percentage beneficial ownership of common stock of the Company beyond 19.99% that is caused by a reduction in the number of issued and outstanding common stock of the Company from time to time shall not be deemed to be a violation of this subparagraph (a), or (ii) any assets of the Company or any subsidiary thereof or any successor to or person in control of the Company;
 - (b) make, or in any way participate, directly or indirectly, in any "solicitation" of "proxies" to vote (as such terms are used in the rules of the Securities and Exchange Commission), or seek to advise or influence any person or entity with respect to the voting of any voting securities of the Company;
 - (c) nominate, or seek to nominate, directly or indirectly, any person to the Board;
 - (d) make any public announcement with respect to, or submit a proposal for, or offer of (with or without conditions) any extraordinary transaction involving the Company or any of its securities or assets (including, for the avoidance of doubt and without limitation, a tender offer);
 - (e) form, join or in any way participate in a "group" as defined in Section 13(d)(3) of the Exchange Act in connection with any of the foregoing; provided that, for the avoidance of doubt, the existence of a group
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consisting of Prescott, its Affiliates and other persons affiliated with Prescott shall not be deemed to be a violation of this subparagraph (e);

- (f) otherwise act or seek to control or influence the Board or the management or policies of the Company provided that the taking of any action described in subparagraph (a) after the expiration of the restrictions thereunder shall not, by itself, be deemed a violation of this subparagraph (f);
- (g) take any action that could reasonably be expected to require the Company to make a public announcement regarding the possibility of any of the events described in subparagraphs (a) through (e) above provided that the taking of any action described in subparagraph (a) after the expiration of the restrictions thereunder shall not, by itself, be deemed a violation of this subparagraph (g).

For the avoidance of doubt, if Mr. Watkins or any other person affiliated with Prescott serves on the Board, the provisions of this paragraph 5 are not intended to be construed to limit Mr. Watkins or such person's confidential communications with the Company or the Board in his capacity as a member of the Board.

6. Notwithstanding anything to the contrary herein, Prescott may, in its sole discretion, terminate the provisions of paragraph 5 of this letter agreement (including all restrictions thereunder on the activities in which Prescott, its Affiliates and other persons affiliated with Prescott may engage with respect to the Company) by delivering written notice of such termination to the Company at any time after the approval by the Board of:

- (a) any sale of more than 20% of the assets of the Company and its subsidiaries, taken as a whole;
 - (b) the beneficial ownership (as defined by Rule 13d-3 under the Exchange Act) by any person of more than 20% of any class of outstanding equity securities of the Company, including any equity issuance, tender offer, exchange offer or other transaction or series of transactions that, if consummated, would result in any person beneficially owning more than 20% of any class of outstanding equity securities of the Company; or
 - (c) any merger, consolidation or other business combination involving the Company or any of its subsidiaries and a third party, other than any such transaction where (i) the holders of equity securities of the Company outstanding immediately prior to such transaction continue to hold a majority of the equity securities of the surviving or resulting company or its ultimate parent immediately after giving effect to the transaction, and (ii) does not otherwise involve either (A) any sale of more than 20% of the assets of the Company and its subsidiaries, taken as a whole or (B) where no person after such transaction will beneficially own (within the meaning
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of Rule 13d-3 under the Exchange Act) more than 20% of any class of outstanding equity securities of the Company.

7. To the extent that any Proprietary Information may include material subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, the Parties understand and agree that they have a commonality of interest with respect to such matters and it is their desire, intention and mutual understanding that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. All Proprietary Information provided by the Company that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to such protection under these privileges, this letter agreement, and under the joint defense doctrine. Nothing in this letter agreement obligates the Company to reveal material subject to the attorney-client privilege, work product doctrine or any other applicable privilege. For the avoidance of doubt, if Mr. Watkins or any other person affiliated with Prescott serves on the Board, Mr. Watkins or such person shall not share any legally privileged information received in Watkins or such person's capacity as a member of the Board with Prescott.

8. Prescott acknowledges that neither the Company nor any of its Representatives makes any express or implied representation or warranty as to the accuracy or completeness of any Proprietary Information, and Prescott agrees that none of such persons shall have any liability to any of Prescott, any of its Affiliates or any of their respective Representatives relating to or arising from the use of any Proprietary Information.

9. At any time upon the request of the Company, Prescott shall promptly deliver to the Company or destroy (provided that any such destruction shall be certified by Prescott) all Proprietary Information and all copies, reproductions, summaries, analyses or extracts thereof or based thereon (whether in hard-copy form or on intangible media, such as electronic mail or computer files) in the possession of Prescott, any of its Affiliates or any of their respective Representatives; provided that Prescott, its Affiliates and their respective Representatives shall be permitted to retain a copy of such Proprietary Information to the extent such person believes in good faith that the retention of such copy is required under applicable law (including the recordkeeping requirements under the Investment Advisers Act of 1940, as amended). Prescott acknowledges that the Company reserves the right, in its sole discretion and without giving any reason therefor, to request the return or destruction of Proprietary Information pursuant to this paragraph 9.

10. Prescott is aware of the restrictions imposed by the United States securities laws on the purchase or sale of securities by any person who has received material, non-public information from the issuer of such securities and on the communication of such information to any other person when it is reasonably foreseeable

that such other person is likely to purchase or sell such securities in reliance upon such information.

11. Without prejudice to the rights and remedies otherwise available to either party hereto, the Company shall be entitled to equitable relief by way of injunction or otherwise if Prescott, any of its Affiliates or any of their respective Representatives breaches or threatens to breach any of the provisions of this letter agreement.

12. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

13. This letter agreement shall be governed by and construed in accordance with the laws of the State of Utah. Each Party hereby irrevocably and unconditionally consents to the exclusive institution and resolution of any action, suit or proceeding of any kind or nature with respect to or arising out of this letter agreement brought by any Party in the U.S. federal and Utah state courts located in the state of Utah. Each Party hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this letter agreement in such court, and further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. The Parties agree that a final judgment in any such dispute shall be conclusive and may be enforced in other jurisdictions by suits on the judgment or in any other manner provided by law.

14. This letter agreement contains the entire agreement between the Parties regarding its subject matter and supersedes all prior agreements, understandings, arrangements and discussions between the Parties regarding such subject matter.

15. No provision in this letter agreement can be waived, modified or amended except by written consent of the Parties, which consent shall specifically refer to the provision to be waived, modified or amended.

16. If any provision of this letter agreement is found to violate any statute, regulation, rule, order or decree of any governmental authority, court, agency or exchange, such invalidity shall not be deemed to affect any other provision hereof or the validity of the remainder of this letter agreement, and such invalid provision shall be deemed deleted herefrom to the minimum extent necessary to cure such violation.

17. This letter agreement shall inure to the benefit of, and be enforceable by, the Company and its successors and assigns. Prescott agrees and acknowledge that this letter agreement is being entered into by and on behalf of the Company and its affiliates, subsidiaries and divisions and that they shall be third party beneficiaries hereof, having all rights to enforce this letter agreement. Prescott further agrees that, except for such parties, nothing herein expressed or implied is intended to confer upon or give any rights or remedies to any other person under or by reason of this letter agreement.

18. This letter agreement shall terminate automatically upon the later to occur of (i) June 30, 2015 or (ii) the date upon which no persons affiliated with Prescott are serving on the Board; provided that Prescott's obligations under paragraphs 3 and 5 shall terminate as provided for therein and in paragraph 6.

19. This letter agreement may be executed in two or more counterparts (including by fax and .pdf), which together shall constitute a single agreement.

Please confirm your agreement with the foregoing by signing and returning this letter agreement to the undersigned, whereupon this letter agreement shall become a binding agreement.

Very truly yours,

NATURE'S SUNSHINE PRODUCTS, INC.

By: _____
Name:
Title:

ACCEPTED AND AGREED as of the date first written above:

PRESCOTT GROUP CAPITAL MANAGEMENT, LLC

By: _____
Name:
Title: