

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **October 19, 2018**

NATURE'S SUNSHINE PRODUCTS, INC.

(Exact name of registrant specified in its charter)

Utah
(State or other jurisdiction of
incorporation)

001-34483
(Commission File Number)

87-0327982
(I.R.S. Employer Identification No.)

2901 West Bluegrass Boulevard, Suite 100, Lehi, Utah 84043
(Address of principal executive offices and zip code)

Registrant's telephone, including area code: **(801) 341-7900**

N/A
(Former name and former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions *see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§203.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On October 19, 2018, Nature’s Sunshine Products, Inc. (the “Company”) entered into an amendment (the “Amendment”) to Mr. Terrence Moorehead's employment agreement (the “Employment Agreement”). Among other things, pursuant to the Amendment, the amount of the relocation advance payment provided for under the Employment Agreement was increased to more accurately account for the costs being incurred by Mr. Moorehead to relocate as required by the Employment Agreement.

The foregoing summary of the Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Employment Agreement, a copy of which is attached as Exhibit 10.1 to this report and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

<u>Item No.</u>	<u>Exhibit</u>
10.1	<u>Amendment to Executive Agreement between the Company and Terrence Moorehead.</u>

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 hereunto duly authorized.

NATURE'S SUNSHINE PRODUCTS, INC.

Dated: October 24, 2018

By: /s/ Nathan G. Brower

Nathan G. Brower, Executive Vice President, General Counsel and
Secretary

AMENDMENT TO EXECUTIVE AGREEMENT

This Amendment to Executive Agreement (this “**Amendment**”), is entered into on this 19th day of October, 2018 (the “**Effective Date**”), by and between Nature’s Sunshine Products, Inc., a Utah Corporation, having its principal place of business in Lehi, Utah (the “**Company**”), and Terrence Moorehead (“**Executive**”).

- A. The Company and Executive entered into that Executive Agreement dated September 14, 2018 (the “**Agreement**”).
- B. The Company and Executive now desire to amend certain provisions of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Executive hereby amend the Agreement and agree as follows:

1. Amendments.

- a. Section 9.1 (Relocation) of the Agreement as amended is hereby amended and restated in its entirety to read as follows:

*9 . Relocation. On or before July 1, 2019, Executive shall relocate his primary residence to Utah, within an appropriate daily commuting distance from the Company’s Lehi headquarters. The Company shall provide an upfront payment to Executive in the amount of \$425,000 (the “**Relocation Payment**”). The Relocation Payment shall be paid to Executive within seven (7) days of this Amendment and will be subject to applicable payroll deductions and withholdings. Executive agrees that if Executive has not relocated to Utah, for any reason, on or before July 1, 2019, Executive will re-pay the Company 100% of the relocation payment. Executive expressly agrees that the amount of such repayment may be withheld from Executive’s final paycheck and that Executive will sign additional documentation as needed to authorize this repayment. Additionally, during the first three months following the Date of Employment, the Company will reimburse Executive for airfare to and from New York for him and/or his wife, and, during the three months following the Date of Employment, the Company will also reimburse Executive for hotel expenses in Lehi, or within seventy-five (75) miles thereof. The Company will also gross-up the payments for airfare and hotel by the Company set forth in this Section 9 by 50% (meaning payments will be 150% of the expenses incurred).*

- b. Section 2.3 (Employee Benefits) of the Agreement shall be amended to increase the amount of the monthly car allowance set forth in Section 2.3(i) of the Agreement from \$1,000 per month to \$1,500 per month.

2. Continued Effectiveness of Agreement. Except as expressly set forth above, the Agreement shall continue in full force and effect in accordance with its terms. In the event of any conflict between this Amendment and the Agreement, the provisions of this Amendment shall govern. Each party hereto represents and warrants to the other that this Amendment has been duly authorized, executed and delivered by or on behalf of such party.

3. Effective Date of Amendment. This Amendment and the terms contained herein shall be deemed effective as of the Effective Date.

(signature page follows)

COMPANY: **EXECUTIVE:**

NATURE'S SUNSHINE PRODUCTS, INC. **TERRENCE MOOREHEAD**

By: /s/ Joseph Baty /s/ Terrence Moorehead

Name: Joseph Baty

Title: Chief Financial Officer

[Signature Page to Amendment to Executive Agreement]