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): **August 4, 2026**

NATURE'S SUNSHINE PRODUCTS, INC.

(Exact name of registrant specified in its charter)

Utah	**001-34483**	**87-0327982**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

2901 West Bluegrass Blvd., 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))

Title of each Class	Trading Symbol	Name of each exchange on which registered
Common Stock, no par value	NATR	Nasdaq Capital Market

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 2.02 Results of Operations and Financial Condition.

On August 6, 2026, Nature's Sunshine Products, Inc. (the "Company") issued a press release announcing financial results for the second quarter ended June 30, 2026. A copy of the Company's press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

The information furnished pursuant to this Item 2.02 and the exhibit hereto shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and shall not be deemed to be incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act except as shall be expressly set forth by specific reference in such filing.

The press release furnished herewith makes reference to non-GAAP financial information, which the Company's management believes assists management and investors in evaluating and comparing period-to-period results in a more meaningful and consistent manner. A reconciliation of GAAP to non-GAAP results is provided in the press release.

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

Appointment of Executive Vice President and Chief Financial Officer

On August 4, 2026, the Company's Board of Directors appointed Ms. Ruth Perkins to serve as the Executive Vice President, Chief Financial Officer, effective September 1, 2026. Jon Lanoy will continue to serve as the Principal Accounting Officer.

A copy of the Company's press release is attached hereto as Exhibit 99.1 and incorporated herein by reference.

Ms. Perkins, age 46, brings more than 20 years of finance leadership experience across global consumer products companies, including The Estée Lauder Companies Inc., PepsiCo, and Ford Motor Company. Since July 2023, Ms. Perkins has served as Senior Vice President, Global Value Chain Finance at The Estée Lauder Companies Inc., where she has led enterprise-wide financial strategy supporting the company's global supply chain and research and development organizations. In that role, she has overseen a global finance organization of more than 120 professionals and partnered with senior leadership on capital allocation, productivity initiatives, operational transformation, long-range planning, and value creation efforts.

Prior to joining The Estée Lauder Companies Inc., Ms. Perkins spent nearly 18 years with PepsiCo, where she advanced through a series of finance leadership roles, including serving as Vice President, Financial Planning & Analysis for PepsiCo Beverages North America from 2021 to 2023. Earlier in her career, Ms. Perkins held a finance role at Ford Motor Company. Ms. Perkins holds a Master of Business Administration and a Bachelor of Science in Business Management from Brigham Young University.

In connection with her appointment, Ms. Perkins will be responsible for leading the Company's global finance organization, including financial planning and analysis, accounting, treasury, tax, internal audit, investor relations, and financial reporting, and will serve as a member of the Company's Growth Leadership Team.

Pursuant to the Employment Agreement, Ms. Perkins will receive an annual base salary of $575,000 and will be eligible to participate in the Company's executive bonus program with a target annual bonus opportunity equal to 70% of her base salary. For fiscal year 2026, Ms. Perkins is entitled to receive a prorated bonus at target performance regardless of the Company's actual performance for such year.

The Employment Agreement provides that, within ten days following the effective date of employment, Ms. Perkins will receive equity awards with an aggregate target value of approximately $1.65 million, consisting of: (i) restricted stock units ("RSUs") with a grant date value of $345,000 vesting in equal annual installments over three years subject to continued service; (ii) performance stock units ("PSUs") with a grant date value of $345,000, the vesting

of which will be based on performance criteria established by the Board of Directors; (iii) an additional RSU award with a grant date value of $500,000, vesting 44% on the first anniversary of the effective date, 40% on the second anniversary, and the remainder on the third anniversary; and (iv) a further award with a target value of $460,000, split equally between RSUs and PSUs. The terms and conditions of such awards will be governed by the Company's 2026 Stock Incentive Plan and related award agreements. Ms. Perkins will also be eligible to participate in the Company's annual equity incentive program, pursuant to which annual equity awards are generally targeted at 1.2 times her annual base salary, subject to approval by the Compensation Committee. The Employment Agreement further provides for a one-time relocation payment of $150,000, less applicable tax withholdings, payable within ten days following the effective date to assist Ms. Perkins in relocating her primary residence within fifty miles of Lehi, Utah. The net relocation payment is subject to repayment if certain conditions are not satisfied, including an 18-month vesting and forgiveness schedule and continued employment requirements.

If Ms. Perkins' employment is terminated by the Company without cause, or if she resigns for good reason, and subject to her execution of an effective release of claims and continued compliance with specified restrictive covenants, she will be entitled to: (i) accrued but unpaid base salary and unreimbursed business expenses through the date of termination; (ii) severance equal to twelve months of her base salary, payable in installments; (iii) reimbursement of COBRA continuation coverage costs for up to twelve months; and (iv) a prorated annual bonus for the year of termination based on the portion of the year worked.

In the event Ms. Perkins' employment is terminated without cause or she resigns for good reason within eighteen months following, or in anticipation of, a change in control, and subject to the conditions described above, she will be entitled to receive a lump-sum payment equal to one times the sum of her annual base salary and target annual bonus, together with continued COBRA reimbursement for twelve months and other accrued benefits provided under the Employment Agreement. The Employment Agreement contains customary confidentiality, non-competition, non-solicitation, indemnification and other protective covenants.

The description of the terms and provisions of the Employment Agreement set forth above is qualified in its entirety by reference to the actual Employment Agreement, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

There is no arrangement or understanding between Ms. Perkins and any other person pursuant to which she was selected as an officer of the Company. Ms. Perkins has no family relationship (within the meaning of Item 401(d) of Regulation S-K) with any director, executive officer, or person nominated or chosen by the Company to become a director or executive officer. There has been no transaction since the beginning of the Company's last fiscal year, and there is no currently proposed transaction, in excess of $120,000 in which the Company is or was a participant and in which Ms. Perkins or any of her immediate family members (within the meaning of Item 404 of Regulation S-K) had or will have a direct or indirect material interest.

Item 9.01 Financial Statements and Exhibits

Item No.	Exhibit
10.1	Employment Agreement between the Company and Ruth Perkins.
99.1	Press release issued by the Company, dated August 6, 2026: Earnings Release.
99.2	Press release issued by the Company, dated August 6, 2026: Appointment of Ruth Perkins.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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: August 6, 2026

By: ***/s/ Nathan G. Brower***

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

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "**Agreement**"), is made on the 1st day of September, 2026 (the "**Effective Date**"), by and between Nature's Sunshine Products, Inc., a Utah corporation, (the "**Company**") and Ruth Perkins ("**Executive**").

1. Employment.

1.1 Positions and Duties. Beginning on or before the Effective Date (the "**Date of Employment**"), and continuing until Executive's employment with the Company is terminated either by the Company or by Executive (the "**Term**"), Executive will be employed by the Company as Chief Financial Officer reporting directly to the Chief Executive Officer ("**CEO**") of the Company. In addition, without additional compensation, if lawfully and reasonably requested by the CEO or the Board of Directors of the Company (the "**Board**"), Executive will serve in other additional officer positions of the Company and its subsidiaries or as an officer, director, manager or equity owner of any affiliate of the Company or any division or branch of the Company.

1.2 Place of Performance. Executive shall perform her services hereunder at the Company's current principal office in Lehi, Utah, or in another location designated by the Company that is within 50 miles of Lehi, Utah; *provided, however,* that Executive will be required to travel from time to time as reasonably required for business purposes.

1.3 Company Policies. Executive will follow and adhere to all written policies of the Company in force and as may be added, amended or replaced from time to time, which are not inconsistent with this Agreement or applicable law including, without limitation, securities laws compliance (including, without limitation, use or disclosure of material nonpublic information, restrictions on sales of Company stock, and reporting requirements), conflicts of interest, and employee harassment.

2. Compensation and Benefits.

2.1 Base Salary. Executive shall receive an annual salary in the amount set forth on Schedule A, paid in accordance with the Company's payroll practices, as in effect from time to time. Base salary shall be subject to review on at least an annual basis by the CEO. Executive understands that no further compensation will be given for her acting as an officer or shareholder of any Affiliate of the Company or any division or branch of the Company.

2.2 Bonus. Executive shall be eligible to participate in the Company's executive bonus program (as modified from time to time) or any successor program (the "**EBP**"). The EBP, as currently constituted, provides for additional compensation commensurate with Executive's responsibilities based upon company and individual performance measures, with an EBP target as set forth on Schedule A and a maximum bonus potential payout equal to the greater of (i) 175% of Executive's EBP target or (ii) the maximum bonus payout set forth in the EBP as established by the Board for the relevant year. For the year 2026, Executive shall receive a bonus at the target level regardless of Company performance in 2026, prorated based on Payment of any bonus under the EBP is in the Company's sole discretion and such payments will be made in accordance with Internal Revenue Code Section 409A and the Treasury Regulations thereunder ("**Code Section 409A**") and the terms of the EBP.

2.3 Grant of RSUs and PSUs. Within ten (10) days of the Effective Date, the Company shall grant to Executive an award of restricted stock units ("RSUs") from the Nature's Sunshine Products, Inc. 2026 Stock Incentive Plan (the "**Plan**") with a fair value of $345,000 calculated as of the Effective Date, which shall vest equally (1/3 each year) over three years from the Grant Date subject to Executive's continued service to the Company. The Company shall also grant to Executive within ten (10) days of the Effective Date an award of performance-contingent RSUs ("PSUs") under the Plan with a fair value of $345,000 calculated as of the Effective Date, which will vest based on the achievement of certain targets determined by the Board and set forth in the Award Agreements (as defined below). The Company shall also grant to Executive within ten (10) days of the Effective Date an award of RSUs from the Plan with a fair value of $500,000 calculated based on the Effective Date, which, subject to the Award Agreement, shall grant as follows: 44% percent of the RSUs shall vest on the date that is one year from the Effective Date of this Agreement, 40% shall vest on the date that is two years from the Effective Date of this Agreement, and the remaining RSUs shall vest on the date that is three years from the Effective Date of this Agreement. The Company shall also grant to Executive within ten (10) days of the Effective Date with a fair value of $460,000 calculated as of the Effective Date, which shall be split evenly between RSUs and PSUs. The terms of the RSUs and the PSUs shall be as set forth in the Plan and a separate award agreement (collectively "Award Agreements"). Executive will be eligible to participate in the Company's annual equity incentive program pursuant to which Executive would receive an annual equity award grant under the Plan with a fair value of Executive's base salary multiplied by 1.2, which may be divided between RSUs and PSUs, subject to the approval of the Compensation Committee. The Company may from time-to-time grant to Executive additional equity-based awards, including RSUs and PSUs, pursuant to the Plan and in an Award Agreement. Notwithstanding anything to the contrary in this Agreement, if there is any conflict between the terms of this Agreement and the terms of any Award Agreement or the Plan, the terms of the Award Agreement or the Plan shall govern and take precedence over the terms of this Agreement. Executive will be responsible for reporting and paying all state and federal taxes associated with the RSUs or PSUs in accordance with the Plan and applicable law. Executive should consult Executive's tax advisor regarding the tax consequences of the RSUs and PSUs.

2.4 Employee Benefits. Executive will be eligible to participate in retirement/savings, health insurance, term life insurance, long term disability insurance and other employee benefit plans, policies or arrangements maintained by the Company as provided to similarly situated employees and, at the discretion of the Board, in incentive plans, stock option plans and change in control severance plans maintained by the Company for its executives, if any, subject to the terms and conditions of such plans, policies or arrangements. Benefits may be modified by the Company at any time without notice to Executive.

3. Indemnification; D&O Insurance.

3.1 Indemnification. To the fullest extent permitted by the laws of the State of Utah in effect on the date hereof, or as such laws may from time to time hereafter be amended to increase the scope of such permitted indemnification, the Company shall indemnify Executive if Executive becomes a party to or participant in, or is threatened to be made a party to or participant in, any action or proceeding, whether civil, criminal, judicial, legislative, administrative or investigative, including an action by or in the right of Company to procure a judgment in its favor, and including an action by or in the right of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise of any type or kind, domestic or foreign, related to the fact that Executive is or was an officer, director, employee or agent of the Company or any subsidiary of the Company or is or was serving at the request of the

Company as a director, officer, employee, member, manager, trustee or agent of any other corporation, limited liability company, partnership, joint venture, trust or other entity or enterprise, or by reason of any action or inaction by Executive in any such capacity, whether or not serving in such capacity at the time any loss is incurred for which indemnification can be provided under this Section 3.1 (each an "**Action**"), against all judgments, fines, amounts paid in settlement and all reasonable expenses and costs, including attorneys' fees, experts' fees, court costs, transcript costs, travel expenses, and all other costs and expenses incurred in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to defend, be a witness or participate in, any Action, or in connection with any appeal resulting from any Action, including without limitation costs relating to any bond or its equivalent, and expenses incurred by Executive in connection with the interpretation, enforcement or defense of Executive's rights under this Agreement, by litigation or otherwise (collectively, "**Expenses**"), incurred or suffered by or imposed upon Executive in connection with any such Action, or in connection with an appeal therein; and provided, however, than no such indemnification shall be required with respect to any settlement or other non-adjudicated disposition of any threatened or pending action or proceeding unless Company has given its prior consent to such settlement or other disposition, which consent shall not be unreasonably withheld, conditioned or delayed. The indemnification requirement of this Section 3.1 is intended to be broadly interpreted and to provide for indemnification to the fullest extent permitted by law and is intended to be in addition to any other rights of indemnification available to Executive under the Company's articles of incorporation or bylaws or under applicable law.

3.2 Advancement of Expenses. To the fullest extent permitted by the laws of the State of Utah in effect on the date hereof, or as such laws may from time to time hereafter be amended to increase the scope of such permitted advances, the Company shall, upon request, advance to or promptly reimburse Executive for all Expenses reasonably incurred in defending any such Action in advance of the final disposition of such Action; provided, however, that Executive shall cooperate in good faith with any request by Company that common counsel be utilized by the parties to an Action who are similarly situated unless to do so would be inappropriate due to actual or potential differing interests between or among such parties. As a condition of such advancement, Executive must furnish to the Company (a) a written affirmation of her good faith belief that (i) her conduct was in good faith; and (ii) she reasonably believed that her conduct was in, or not opposed to, the Company's best interests; and (iii) in the case of any criminal proceeding, she had no reasonable cause to believe her conduct was unlawful, and (b) a written undertaking, executed personally or on her behalf, to repay the advance if Executive is ultimately found not to be entitled to indemnification or, where indemnification is granted, to the extent the expenses so advanced or reimbursed by Company exceed the indemnification to which Executive is entitled.

3.3 D&O Insurance. For the duration of Executive's service as an officer of the Company, and thereafter for so long as Executive is subject to any action for which the Company is obligated to indemnify Executive under Section 3.1 above, the Company will maintain directors' and officers' liability insurance commensurate ("**D&O Insurance**") with industry standard terms and amount but shall in all events which shall in all events be no less protective and extensive in scope and amount to that provided by the Company's D&O Insurance policies as of the date hereof. The Company's obligation to advance Expenses under Section 3.2 shall be net of amounts for such Expenses received under D&O Insurance.

4. Expenses.

4.1 Relocation Payment. Within ten (10) days following the Effective Date, the Company shall make a one-time, lump sum payment in the amount of $150,000, less taxes and other customary withholdings, to facilitate Executive's relocation of her primary residence to within fifty (50)

miles of the Company's office located in Lehi, Utah; provided, however, that Executive shall repay the amount of the payment received by Executive (i.e., net of taxes and other customary withholdings) to the Company if Executive has not relocated her primary residence to within fifty (50) miles of Lehi, Utah prior to December 31, 2026. In consideration of this one-time payment, you agree that the amount of the payment received by Executive (i.e,. net of taxes and other customary withholdings) will be subject to an 18-month repayment obligation, which shall vest and be forgiven at the rate of 1/18th per month following the payment date. If your employment with the Company terminates for any reason other than your resignation for Good Reason (as defined below) or termination by the Company without Cause (as defined below) before the expiration of the 18-month period, you will be required to repay the unvested portion of the relocation payment within (30) days following your separation from employment to the extent permitted by applicable law. Upon completion of eighteen (18) months of continuous employment following the payment date, no further repayment obligation will remain outstanding.

4.2 Reimbursement of Business Expenses. In accordance with the Company's normal policies for expense reimbursement, the Company shall reimburse Executive for all reasonable travel, entertainment and other expenses incurred or paid by Executive in connection with, or related to, the performance of Executive's duties, responsibilities or services under this Agreement, upon presentation of documentation, including expense statements, vouchers and/or such other supporting information as the Company may request.

4.3 Conditions to Reimbursement. Executive must submit proper documentation for each reimbursable expense eligible for reimbursement under Section 4.2 within sixty (60) days after the later of (i) Executive's incurrence of such expense or (ii) Executive's receipt of the invoice for such expense. If such expense qualifies hereunder for reimbursement, then the Company will reimburse Executive for that expense within ten (10) business days after Executive's submission of a request that complies with this Section 4.3, and in all events each reimbursement must be made no later than the end of the calendar year following the calendar year in which the expense was incurred. The amount of reimbursements in any calendar year shall not affect the expenses eligible for reimbursement in the same or any other calendar year. Executive's right to reimbursement may not be liquidated or exchanged for any other benefit.

5. Termination. Upon cessation of her employment with the Company, Executive will be entitled only to such compensation and benefits as described in this Section 5.

5.1. Termination without Cause or for Good Reason. The Company may terminate Executive's employment at any time without Cause (as defined below), and Executive may resign at any time with Good Reason (as defined below). If Executive's employment by the Company is terminated by the Company without Cause, or if Executive resigns for Good Reason:

5.1.1. the Company shall pay all accrued and unpaid base salary through the date of such termination and reimburse all then unreimbursed expenses properly incurred by Executive pursuant to Section 4;

5.1.2. provided a Release (as defined below) has been executed and become effective and enforceable in accordance with its terms following expiration of the applicable revocation period and Executive complies with the Restrictive Covenants (as set forth in Section 6), the Company shall pay equal installment payments payable in accordance with the Company's normal payroll practices, but no less frequently than monthly, which are in the aggregate equal to the severance period set forth on Schedule A (the "**Severance Period**") of Executive's base salary for the year in which the termination

occurs. The first such payment will be made on the sixtieth (60th) day following Executive's "separation from service" (as such term is defined under Code Section 409A) and the remaining payments will be made in accordance with the Company's normal payroll schedule for salaried employees;

5.1.3. provided a Release has been executed and become effective and enforceable in accordance with its terms following expiration of the applicable revocation period and Executive complies with the Restrictive Covenants (as set forth in Section 6), the Company shall reimburse Executive for the costs she incurs for continuation of Executive's health insurance coverage under COBRA (and for her family members if Executive provided for their coverage during her employment) during the Severance Period and in accord with the Company's group health plans applicable to its employees currently in effect. Executive shall, within thirty (30) days after each monthly COBRA payment she pays during the Severance Period for which she is entitled to reimbursement in accordance with the foregoing, submit appropriate evidence of such payment to the Company, and the Company shall reimburse Executive, within ten (10) business days following receipt of such submission. The following provisions shall govern such reimbursement of continuation costs: (i) the amount of the COBRA costs eligible for reimbursement in any one (1) calendar year of coverage will not affect the amount of such costs eligible for reimbursement in any other calendar year for which such reimbursement is to be provided hereunder; (ii) no COBRA costs will be reimbursed after the close of the calendar year following the calendar year in which those costs were incurred; and (iii) Executive's right to the reimbursement of such costs cannot be liquidated or exchanged for any other benefit. In the event the Company's reimbursement of the reimbursable portion of any COBRA payment hereunder results in Executive's recognition of taxable income (whether for federal, state or local income tax purposes), the Company will report such taxable income as taxable W-2 wages and collect the applicable withholding taxes, and Executive will be responsible for the payment of any additional income tax liability resulting from such coverage; and

5.1.4 Executive's bonus for the year in which the employment termination occurs, if any, will be pro-rated based upon the percentage of the year in which Executive was employed and paid by the Company.

For purposes of this Agreement, "**Good Reason**" means

(a) a material reduction in Executive's base salary other than a general reduction in base salary that affects all similarly situated executives in substantially the same proportions;

(b) a material reduction in Executive's target bonus percentage, or benefits;

(c) any material breach by the Company of a material provision of this Agreement;

(d) the Company's failure to obtain an agreement from any successor to the Company to assume and agree to perform this Agreement in a substantially similar manner and extent that the Company would be required to perform if no succession had taken place, except where such assumption occurs by operation of law; or

(e) if within 18 months of a Change in Control as defined in Section 5.6 below there is:

i. a relocation of Executive's principal place of employment by more than 50 miles;

ii. a material, adverse change in Executive's title, authority, duties, or responsibilities (other than temporarily while Executive is physically or mentally incapacitated or as required by applicable law) taking into account the Company's size, status as a public company, and capitalization as of the date of this Agreement;

provided, that in each case Executive must provide the Company with written notice of the events Executive indicates constitutes Good Reason within thirty (30) days after the occurrence of such event. Failure to give such notice within thirty (30) days of the occurrence shall be deemed a waiver by Executive of her right to terminate for Good Reason with respect to such circumstances. If Executive provides such notice, in the case of the circumstances described in clauses (d) and (e)(ii) above, the Company thereafter will have thirty (30) days to cure such alleged breach. If a cure period applies and the Company does not cure the alleged breach within the thirty (30) day notice period, Executive must thereafter resign within fifteen (15) days of the expiration of the thirty (30) day notice period in order to resign for Good Reason. If no cure period applies, Executive must thereafter resign within fifteen (15) days of Executive's delivery of notice in order to resign for Good Reason.

5.2. Release and Restrictive Covenants. Notwithstanding any provision of this Agreement, the payments and benefits described in Sections 5.1.2 and 5.1.3 and any other Section that incorporates such payment requirements are conditioned on (a) Executive's execution and delivery in a manner consistent with the requirements of the Older Workers Benefit Protection Act, if applicable, and any applicable state law, to the Company of a release of all claims related to Executive's employment by the Company and the termination thereof (the "**Release**"), and (b) Executive's compliance with the Restrictive Covenants set forth in Section 7 of this Agreement. A breach of the Restrictive Covenants by Executive shall constitute a breach of this Agreement, which shall relieve the Company of any further payment obligation under Sections 5.1.2 and 5.1.3.

5.3. Termination for Cause. The Company may terminate Executive's employment immediately for Cause. If Executive's employment with the Company is terminated by the Company for Cause then the Company's obligation to Executive will be limited solely to the payment of accrued and unpaid base salary through the date of such termination and reimbursement of all then unreimbursed expenses properly incurred by Executive pursuant to Section 4. To terminate Executive's employment for Cause, the Board, must determine in good faith that Cause exists, that Executive has been notified of the basis of such determination, and that after any applicable time to cure such Cause has not done so.

"**For Cause**" means the Executive's:

a) conviction of, or the entry of a plea of guilty or no contest to, a felony or any crime that materially adversely affects the business, standing or reputation of the Company;

b) engagement in fraud, embezzlement or other misappropriation of funds, or any act of material dishonesty committed in connection with Executive's employment;

c) material breach of any material provisions of this Agreement, which breach is not cured within fifteen (15) days after the Company provides written notice to Executive of such material breach; or

d) willful refusal to perform the lawful and reasonable directives of the CEO or the Board, other than any such failure resulting from Incapacity (as defined below) due to mental or physical illness which failure or refusal is not cured within fifteen (15) days after the Company provides written notice to Executive of such material failure or refusal.

5.4 Resignation by Executive. Executive may resign her employment without Good Reason by giving the Company four weeks' notice of said resignation; the Company may elect to pay Executive's base salary in lieu of notice. If Executive resigns without Good Reason, then the Company's obligation to Executive will be limited solely to the payment of accrued and unpaid base salary through the date of such termination and reimbursement of all then unreimbursed expenses properly incurred by Executive pursuant to Section 4.

5.5 Termination upon Death or Incapacity of Executive. Executive's employment hereunder shall terminate automatically upon Executive's death during the Employment Term, and the Company may terminate Executive's employment on account of Executive's Incapacity (as defined below). In the event of termination of Executive's employment by reason of Executive's death or Incapacity, the provisions governing termination without Cause in Section 5.1 above shall apply. "**Incapacity**" shall mean Executive's inability, due to physical or mental incapacity, to substantially perform her duties and responsibilities under this Agreement for one hundred eighty (180) days out of any three hundred sixty-five (365) day period or one hundred twenty (120) consecutive days; provided, however, in the event the Company temporarily replaces Executive, or transfers Executive's duties or responsibilities to another individual on account of Executive's inability to perform such duties due to a mental or physical incapacity which is, or is reasonably expected to become, an Incapacity, then Executive's employment shall not be deemed terminated by the Company and Executive shall not be able to resign with Good Reason as a result thereof. Any question as to the existence of Executive's Incapacity as to which Executive and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to Executive and the Company. If Executive and the Company cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing. The determination of Incapacity made in writing to the Company and Executive shall be final and conclusive for all purposes of this Agreement.

5.6 Termination in Connection with a Change in Control Event. Provided the Release under Section 5.2 has been executed and become effective and enforceable in accordance with its terms following expiration of the applicable revocation period and Executive complies with the Restrictive Covenants set forth in Section 7, in the event: (i) Executive's employment is terminated for any reason, except for Cause, within eighteen (18) months following the occurrence of a Change in Control Event (as defined below) or in anticipation of a Change in Control Event or (ii) Executive terminates her employment within eighteen (18) months following the occurrence of a Change in Control Event for Good Reason, Executive will be entitled to the amounts set forth in Sections 5.1.1 and 5.1.3 (except that

for purposes of Section 5.1.3 the Severance Period shall be the period set forth on Schedule A), and an amount equal to the change in control multiplier set forth on Schedule A times the sum of (i) Executive's target EBP bonus (ii) and Executive's annual base salary at the time of termination. All amounts payable to Executive pursuant to this Section 5.6 shall be paid in a lump sum payment within fifteen (15) days of any applicable revocation period, except as required by Section 12.2 of this Agreement. For purposes of this Agreement, a "**Change in Control Event**" shall mean the occurrence of any one of the following events:

5.6.1. consummation of a plan approved by the shareholders of the Company of complete dissolution or liquidation of the Company; or

5.6.2. consummation of a merger, consolidation, statutory share exchange or similar form of corporate transaction involving the Company or any of its subsidiaries that requires the approval of the Company's shareholders, whether for such transaction or the issuance of securities in the transaction (a "**Business Combination**"), unless immediately following such Business Combination: (A) more than 50% of the total voting power of (x) the corporation resulting from such Business Combination (the "**Surviving Corporation**"), or (y) if applicable, the ultimate parent corporation that directly or indirectly has beneficial ownership of at least 90% of the voting securities eligible to elect directors of the Surviving Corporation (the "**Parent Corporation**"), is represented by Company Voting Securities (as defined in Section 5.6.4 that were outstanding immediately prior to such Business Combination (or, if applicable, is represented by shares into which such Company Voting Securities were converted pursuant to such Business Combination), and such voting power among the holders thereof is in substantially the same proportion as the voting power of such Company Voting Securities among the holders thereof immediately prior to the Business Combination, (B) no person (other than any employee benefit plan (or related trust) sponsored or maintained by the Surviving Corporation or the Parent Corporation) is or becomes the beneficial owner, directly or indirectly, of 50% or more of the total voting power of the outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation) and (C) at least a majority of the members of the board of directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation) following the consummation of the Business Combination were Incumbent Directors (as defined in Section 5.6.5 at the time of the approval by the Board of the execution of the initial agreement providing for such Business Combination (any Business Combination which satisfies all of the criteria specified in (A), (B) and (C) above shall be deemed to be a "**Non-Qualifying Transaction**"); or

5.6.3. consummation of a sale of all or substantially all of the Company's business and/or assets to a person or entity which is not a subsidiary; or

5.6.4. any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")) is or becomes a "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more (an "**Acquiring Person**") of the combined voting power of the Company's then outstanding securities eligible to vote for the election of the Board (the "**Company Voting Securities**"); provided, however, that the event described in this Section 5.6.4 shall not be deemed to be a Change in Control Event by virtue of any of the following acquisitions: (A) by the Company or any subsidiary, (B) by any employee benefit plan (or related trust) sponsored or maintained by the Company or any subsidiary, (C) by any underwriter temporarily holding securities pursuant to an offering of such securities, or (D) pursuant to a Non-Qualifying Transaction, as defined in Section 5.6.2; or

5.6.5. during any period not longer than two consecutive years, individuals who at the beginning of such period constituted the Board (the "**Incumbent Directors**") cease for any reason to constitute at least a majority thereof, provided that any person becoming a director subsequent to the beginning of such period whose election or nomination for election was approved by a vote of a least a majority of the Incumbent Directors then on the Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without written objection to such nomination) shall be an Incumbent Director, provided, however, that no individual initially elected or nominated as a director of the Company as a result of an actual or threatened election contest with respect to directors or as a result of any other actual or threatened solicitation of proxies by or on behalf of any person other than the Board shall be deemed to be an Incumbent Director.

5.7. Foreign Entities. Without regard to the circumstances of Executive's termination from employment, Executive hereby also covenants that upon termination, if she is listed as an officer, director, partner, secretary or shareholder on any Affiliate, division or branch of the Company, she will sign over any and all rights to stock (except Company stock and stock rights that Executive holds personally) and/or resign as an officer or director of such entity prior to departure from the Company as required by the law applicable to the entity or by that entity's procedural requirements.

6. Confidential Information. Executive understands and acknowledges that during the Employment Term, she will have access to and learn about information of any sort (whether merely remembered or embodied in a tangible or intangible form) that is (i) related to the Company or its subsidiaries' or affiliates' (including their predecessors) current or potential business and (ii) not generally or publicly known ("**Confidential Information**"). Confidential Information includes, without limitation, information, and data obtained by Executive while employed by the Company and its subsidiaries (or any of their predecessors) or while performing services hereunder concerning the business or affairs of the Company or any of its subsidiaries or affiliates; technical information concerning Company software (including source code and object code), products and services, including product data, specifications, documentation, hardware configuration information, diagrams, flow charts, drawings, test results, formulas, algorithms, processes, inventions, research projects, engineering, and product development; business information, including markets, cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists (including, but not limited to, customers of the Company on whom Executive called or with whom Executive became acquainted during the term of Executive's Employment), and customer information (including pricing, preferences, discounts and contracts), purchasing techniques, supplier lists, supplier information (including pricing, preferences, discounts, and contracts) and advertising and business strategies; information about employees, including their compensation, strengths, weaknesses and skills, recruiting strategies and goals and hiring criteria; and other information not generally known to the public, which has independent economic value to the owner or discloser of the information or which, if misused or disclosed, could reasonably be expected to adversely affect the business of the owner or discloser of the information. Confidential Information does not, however, include information that (w) was lawfully in Executive's possession prior to disclosure of such information by the Company; (x) was, or at any time becomes, available in the public domain other than through a violation of this Agreement; (y) is documented by Executive as having been developed by Executive outside the scope of his rendering services hereunder and independently; or (z) is furnished to Executive by a third party not under an obligation of confidentiality to the Company. Executive agrees that she will not directly or indirectly use or divulge, or permit others to use or divulge, any Confidential Information for any reason, except as authorized in writing by the Company. Executive will be allowed to disclose such information of the Company to the extent that such disclosure is:

(a) duly approved in writing by the Company;

(b) necessary for Executive to enforce her rights under this Agreement in connection with a legal proceeding;

(c) required by law or by the order of a court or similar judicial or administrative body, provided that Executive notifies the Company of such required disclosure promptly and reasonably cooperates with the Company in any lawful action to contest or limit the scope of such required disclosure; or

(d) to report possible violations of federal law or regulation to any governmental agency or entity or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Executive does not need the prior authorization of the Company to make any such reports or disclosures and she is not required to notify the Company that she has made such reports or disclosures.

Executive's obligations under this Agreement are in addition to any obligations she has under state or federal law. Executive agrees that she will not violate in any way the rights that the Company has with regard to trade secrets or Confidential Information. Executive's obligations under this Section 6 are indefinite in term.

7. Restrictive Covenants. In consideration of the compensation and other benefits provided to Executive pursuant to this Agreement, Executive agrees to be bound by the provisions of this Section 7 (the "**Restrictive Covenants**"). These Restrictive Covenants will apply without regard to whether any termination or cessation of Executive's employment is initiated by the Company or Executive, and without regard to the reason for that termination or cessation.

7.1. Covenant Not To Compete. Executive covenants and agrees that, during her employment by the Company and for a period of twelve (12) months following immediately thereafter (the "**Restricted Period**"**),** Executive will not, anywhere within the territory where the Company did business during Executive's employment do any of the following, directly or indirectly:

7.1.1. own, manage, operate, control, serve as a consultant to, be employed by, participate in, or be connected, in any manner, with the ownership, management, operation or control of any business that distributes its product through a multilevel marketing program or that engages in any activity that competes with any activity in which the Company is then engaged, including sales or distribution of herbs, vitamins or nutritional supplements or any other product which the Company sells or distributes at the time of Executive's termination (a "**Competing Business**");

Notwithstanding Executive's obligations under this Section 7.1, Executive will be entitled to own, as a passive investor, up to two percent (2%) of any publicly traded company without violating this provision.

7.2. Covenant Not to Solicit. During the Restricted Period, Executive covenants and agrees that she will not do any of the following, directly or indirectly:

7.2.1. solicit or attempt to solicit any employee or agent of the Company or any of its affiliates to alter or terminate their employment with the Company or hire or offer to hire any employee or agent of the Company or any of its affiliates;

7.2.2. solicit or attempt to solicit any distributor or wholesale customer of the Company to alter or discontinue its relationship with the Company; or

7.2.3. solicit or attempt to persuade any supplier or vendor of the Company to alter or discontinue its relationship with the Company.

7.3 Acknowledgements. The Company and Executive agree that (a) the Restrictive Covenants do not impose an undue hardship on Executive and are reasonably necessary to protect the business of the Company and its Affiliates; (b) the nature of Executive's responsibilities with the Company under this Agreement require her to have access to Confidential Information which is valuable and confidential to the Company; (c) the scope of the Restrictive Covenants is reasonable in terms of length of time and geographic scope; and (d) adequate consideration supports the Restrictive Covenants, including the provisions of this Agreement.

8. Property of the Company.

8.1. Proprietary Information. All right, title and interest in and to Proprietary Information (as defined below) will be and remain the sole and exclusive property of the Company. Executive will not remove from the Company's offices or premises any documents, records, notebooks, files, correspondence, reports, memoranda or similar materials of or containing Proprietary Information, or other materials or property of any kind belonging to the Company unless necessary or appropriate in the performance of Executive's duties to the Company. If Executive removes such materials or property in the performance of Executive's duties, Executive will return such materials or property promptly after the removal has served its purpose. Executive will not make, retain, remove and/or distribute any copies of any such materials or property, or divulge to any third person the nature of and/or contents of such materials or property, except to the extent necessary to perform Executive's duties on behalf of the Company. Upon termination of Executive's employment with the Company, Executive will leave with the Company or promptly return to the Company all originals and copies of such materials or property then in Executive's possession, custody, or control.

8.2. **"Proprietary Information**" means any and all proprietary information developed or acquired by the Company that has not been specifically authorized to be disclosed. Such Proprietary Information shall include, but shall not be limited to, the following items and information relating to the following items: (a) all trade secrets (including research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, methodologies, technical data, designs, drawings and specifications) as well as all inventions (whether patentable or unpatentable and whether or not reduced to practice) and all improvements thereto, (b) computer codes and instructions, processing systems and techniques, inputs, and outputs (regardless of the media on which stored or located) and hardware and software configurations, designs, architecture and interfaces, (c) business research, studies, procedures and costs, (d) financial data, (e) distributor network information, the identities of actual and prospective distributors and distribution methods, (f) marketing data, methods, plans and efforts, (g) the identities of actual and prospective suppliers, (h) the terms of contracts and agreements with, the needs and requirements of and the Company's course of dealing with, actual or

prospective suppliers, (i) personnel information, (j) customer and vendor credit information, and (k) information received from third parties subject to obligations of nondisclosure or non-use. Failure by the Company to mark any of the Proprietary Information as confidential or proprietary shall not affect its status as Proprietary Information.

8.3. Intellectual Property. Executive agrees that all the Intellectual Property (as defined below) will be considered "works made for hire" as that term is defined in Section 101 of the Copyright Act (17 U.S.C. § 101) and that all right, title and interest in such Intellectual Property will be the sole and exclusive property of the Company. To the extent that any of the Intellectual Property may not by law be considered a work made for hire, or to the extent that, notwithstanding the foregoing, Executive retains any interest in the Intellectual Property, Executive hereby irrevocably assigns and transfers to the Company any and all right, title, or interest that Executive may now or in the future have in the Intellectual Property under patent, copyright, trade secret, trademark or other law, in perpetuity or for the longest period otherwise permitted by law, without the necessity of further consideration. The Company will be entitled to obtain and hold in its own name all copyrights, patents, trade secrets, trademarks and other similar registrations with respect to such Intellectual Property. Executive further agrees to execute any and all documents and provide any further cooperation or assistance reasonably required by the Company to perfect, maintain or otherwise protect its rights in the Intellectual Property, at no cost to Executive. If the Company is unable after reasonable efforts to secure Executive's signature, cooperation or assistance in accordance with the preceding sentence, whether because of Executive's incapacity or any other reason whatsoever, Executive hereby designates and appoints the Company or its designee as Executive's agent and attorney-in-fact to act on her behalf solely for the purpose of executing and filing documents and doing all other lawfully permitted acts necessary or desirable to perfect, maintain or otherwise protect the Company's rights in the Intellectual Property. Executive acknowledges and agrees that such appointment is coupled with an interest and is therefore irrevocable. Notwithstanding the foregoing, nothing in this Agreement shall be construed to require Executive to assign or license to the Company any right in or to an invention that (a) is created by Executive entirely on Executive's own time; and (b) is not an Employment Invention. An "**Employment Invention**" means any invention or part thereof conceived, developed, reduced to practice, or created by Executive which is (a) conceived, developed, reduced to practice, or created by Executive: (i) within the scope of Executive's employment; (ii) on the Company's time; or (iii) with the aid, assistance, or use of any of the Company's property, equipment, facilities, supplies, resources, or intellectual property; (b) the result of any work, services, or duties performed by Executive for the Company; (c) related to the industry or trade of the Company; or (d) related to the current or demonstrably anticipated business, research, or development of the Company.

8.3.1. "**Intellectual Property**" means (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents and patent applications claiming such inventions, (b) all trademarks, service marks, trade dress, logos, trade names, fictitious names, brand names, brand marks and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets (including research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, methodologies, technical data, designs, drawings and specifications), (f) all computer software (including data, source and object codes and related documentation), (g) all other proprietary

rights and (h) all copies and tangible embodiments thereof (in whatever form or medium) which, in the case of any or all of the foregoing, pertains to an Employment Invention.

9. Acknowledgements. Executive acknowledges that the nature of Executive's position gives her access to and knowledge of Confidential Information and places her in a position of trust and confidence with the Company. Executive understands and acknowledges that the services she provides to the Company are unique, special or extraordinary. Executive further understands and acknowledges that the Company's ability to reserve these for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company, and that improper use or disclosure by Executive is likely to result in unfair or unlawful competitive activity.

Executive further acknowledges that the amount of her compensation reflects, in part, her obligations and the Company's rights under Section 6, Section 7 and Section 8 of this Agreement; that she has no expectation of any additional compensation, royalties or other payment of any kind not otherwise referenced herein in connection herewith; that she will not be subject to undue hardship by reason of her full compliance with the terms and conditions of Section 6, Section 7 and Section 8 of this Agreement or the Company's enforcement thereof.

10. Remedies and Enforcement Upon Breach.

10.1. Injunctive Relief. In the event of a breach or threatened breach by Executive of Section 6, Section 7 and Section 8 of this Agreement, Executive hereby consents and agrees that the Company shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief

10.2. Disclosure of Restrictive Covenants. Executive agrees fully and completely to disclose the existence and terms of this Agreement to any future employer or potential employer of Executive and authorizes the Company, at its election, to make such disclosure.

10.3. Extension and Termination of Restricted Period. If Executive breaches Section 7 in any respect, the restrictions contained in that section will be extended for a period equal to the period that Executive was in breach.

11. Miscellaneous.

11.1. Other Agreements. Executive represents and warrants to the Company that there are no restrictions, agreements or understandings whatsoever to which Executive is a party that would prevent or make unlawful his execution of this Agreement, that would be inconsistent or in conflict with this Agreement or Executive’s obligations hereunder, or that would otherwise prevent, limit or impair the performance of Executive’s duties under this Agreement.

11.2. Successors and Assigns. This Agreement shall be binding upon any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, and the Company shall require any such successor to

expressly assume and agree in writing to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place, or, in the event the Company remains in existence, the Company shall continue to employ Executive under the terms hereof. As used in this Agreement, the term "Company" shall mean and include the Company and any successor to its business and/or assets, which assumes or is obligated to perform this Agreement by contract, operation of law or otherwise. This Agreement shall inure to the benefit of and be enforceable by Executive and her personal or legal representatives, executors, estate, trustee, administrators, successors, heirs, distributees, devisees and legatees. The duties of Executive hereunder are personal to Executive and may not be assigned by her. If Executive dies and any amounts become payable under this Agreement, the Company will pay those amounts to her estate.

11.3. Governing Law and Enforcement; Arbitration. EXCEPT WHERE PREEMPTED BY FEDERAL LAW, THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL LAW AND THE LAWS OF THE STATE OF UTAH, APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN THAT STATE.

To the fullest extent permitted by applicable law, Executive and the Company agree that any and all disputes, demands, claims, or controversies ("claims") relating to, arising from or regarding Executive's employment, including claims by the Company, claims against the Company, and claims against any current or former parent, affiliate, subsidiary, successor or predecessor of the Company, and each of the Company's and these entities' respective officers, directors, agents or employees, shall be resolved by final and binding arbitration before a single arbitrator in Utah County, Utah, which will be the sole and exclusive procedure for the resolution of any disputes. The binding arbitration will be administered by AAA in accordance with AAA Employment Arbitration Rules and Procedures (the "Rules"), except as modified herein. The arbitrator must have had both training and experience as an arbitrator of general employment and commercial matters and who is and for at least ten (10) years has been, a state or federal judge, or a partner, shareholder, or member in a law firm in Salt Lake City, Utah (the "Qualifications"). If Executive and the Company cannot agree on an arbitrator, then the arbitrator will be selected in accordance with the Rules but will still be required to meet the Qualifications. Reasonable and proportional discovery will be permitted and the arbitrator may decide any issue as to the scope of discovery or any discovery disputes that arise. Unless otherwise agreed by the parties, all depositions shall take place in Salt Lake City, Utah.

Nothing in this provision shall prevent either Executive or the Company from seeking and obtaining temporary or preliminary injunctive relief in court to prevent irreparable harm to Executive's or Company's confidential information or trade secrets pending the conclusion of any arbitration. This arbitration agreement does not apply to any claims that have been expressly excluded from arbitration by a governing law not preempted by the Federal Arbitration Act and does not restrict or preclude Executive from communicating with, filing an administrative charge or claim with, or providing testimony to any governmental entity about any actual or potential violation of law or obtaining relief through a government agency process. The parties hereto agree that claims shall be resolved on an individual basis only, and not on a class, collective, or representative basis on behalf of other employees to the fullest extent permitted by applicable law ("Class Waiver"). Any claim that all or part of the Class Waiver is invalid, unenforceable, or unconscionable may be determined only by a court. In no case may class, collective or representative claims proceed in arbitration on behalf of other employees. Except as to the Class Waiver, the arbitrator may decide any issue as to whether or as to the extent to which any dispute is subject to the dispute resolution provisions in this provision and the arbitrator may award any relief

permitted by law. The arbitrator will consider and decide any motion for summary judgment or summary adjudication based on the Federal Rules of Civil Procedure as if being decided by a federal district court. The arbitrator must base the arbitration award on the provisions of this section and applicable law and must render the award in writing, including an explanation of the reasons for the award. Judgment upon the award may be entered by any court having jurisdiction of the matter, and the decision of the arbitrator will be final and binding. There is no right to an appeal. Any award or finding will be confidential.

The arbitrator's fees will be paid by the Company. Unless otherwise agreed, the prevailing party will be entitled to its costs and attorneys' fees incurred in any litigation or dispute relating to the claims. The arbitrator shall apply the applicable substantive law of Utah in deciding the claims at issue, except as otherwise required by law. Claims will be governed by their applicable statute of limitations and failure to demand arbitration within the prescribed time period shall bar the claims as provided by law. This arbitration agreement is enforceable under and governed by the Federal Arbitration Act. In the event that any portion of this arbitration agreement is held to be invalid or unenforceable, any such provision shall be severed, and the remainder of this arbitration agreement will be given full force and effect. Executive acknowledges and agrees that Executive has read this arbitration agreement carefully, is bound by it and is WAIVING ANY RIGHT TO HAVE A TRIAL BEFORE A COURT OR JURY OF ANY AND ALL CLAIMS SUBJECT TO ARBITRATION UNDER THIS ARBITRATION AGREEMENT.

11.4. Waivers. The waiver by either party of any right hereunder or of any breach by the other party will not be deemed a waiver of any other right hereunder or of any other breach by the other party. No waiver will be deemed to have occurred unless set forth in writing. No waiver will constitute a continuing waiver unless specifically stated, and any waiver will operate only as to the specific term or condition waived.

11.5. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. However, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be reformed, construed and enforced as though the invalid, illegal or unenforceable provision had never been herein contained.

11.6. Survival. Sections 3, 4, 5, 6, 7, 8, 10 and 11 of this Agreement will survive termination of this Agreement and/or the cessation of Executive's employment by the Company.

11.7. Notices. Any notice or communication required or permitted under this Agreement shall be made in writing and shall be sufficient if personally delivered or sent by overnight delivery or by registered or certified mail and addressed, if to Executive, to Executive's address set forth in the Company's records, or if to the Company, to its principal office, to the attention of the CEO. Such notice shall be deemed given when delivered if delivered personally, or, if sent by registered or certified mail, at the earlier of actual receipt or three days after mailing in United States mail, addressed as aforesaid with postage prepaid.

11.8. Entire Agreement: Amendments. This Agreement, the attached exhibits, the Plan, and the RSU Agreement contain the entire agreement and understanding of the parties hereto relating to the subject matter hereof; and merge and supersede all prior and contemporaneous discussions, agreements and understandings of every nature relating to Executive's employment or engagement with, or compensation by, the Company and any of its affiliates or subsidiaries or any of their predecessors.

This Agreement may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

11.9. Withholding. The Company shall have the right to withhold from any amount payable hereunder any Federal, state and local taxes in order for the Company to satisfy any withholding tax obligation it may have under any applicable law or regulation.

11.10. Section Headings. The headings of sections and paragraphs of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

11.11. Counterparts; Facsimile. This Agreement may be executed in multiple counterparts (including by facsimile signature), each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

11.12. Third Party Beneficiaries. This Agreement will be binding on, inure to the benefit of and be enforceable by the parties and their respective heirs, personal representatives, successors and assigns. This Agreement does not confer any rights, remedies, obligations or liabilities to any entity or person other than Executive and the Company and Executive's and the Company's permitted successors and assigns.

11.13. Acknowledgment of Full Understanding. EXECUTIVE ACKNOWLEDGES AND AGREES THAT SHE HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. EXECUTIVE ACKNOWLEDGES AND AGREES THAT SHE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF HER CHOICE BEFORE SIGNING THIS AGREEMENT.

11.14. Section 409A. The parties intend that the provisions of this Agreement comply with or be exempt from Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (collectively, "Section 409A") and all provisions of this Agreement shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A. Notwithstanding the foregoing, nothing in the Agreement shall be interpreted or construed to transfer any liability for any tax (including a tax or penalty due as a result or a failure to comply with Section 409A) from Employee to the Company or to any other individual or entity. A termination of employment shall not be deemed to have occurred for purposes of any provision of the Agreement providing for the payment of any amounts or benefits upon or following a termination for employment unless such termination also constitutes a "Separation from Service" within the meaning of Section 409A and, for purposes of any such provision of this Agreement, referees to a "termination," "termination of employment," "separation from service" or like terms shall mean Separation from Service. Each installment payment required under this Agreement shall be considered a separate payment for purposes of Section 409A. If, upon separation from service, Executive is a "specified employee" within the meaning of Section 409A, any payment under this Agreement that is subject to Section 409A and would otherwise be paid within six (6) months after Executive's separation from service will instead be paid in the seventh moth following Executive's separation from service (to the extent required by Section 409A(a)(2)(B)(i)).

11.15. Protected Activity Not Prohibited. Executive understands that nothing in this Agreement shall in any way limit or prohibit Executive from engaging in any Protected Activity. For purposes of this Agreement, "**Protected Activity**" shall mean filing a charge, complaint, or report with,

or otherwise communicating, cooperating, or participating in any investigation or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board ("**Government Agencies**"). Executive understands that in connection with such Protected Activity, Executive is permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, Executive agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Confidential Information to any parties other than the Government Agencies. Executive further understands that "Protected Activity" does not include the disclosure of any Company attorney-client privileged communications. In addition, pursuant to the Defend Trade Secrets Act of 2016, Executive is notified that an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (a) is made in confidence to a federal, state, or local government official (directly or indirectly) or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if (and only if) such filing is made under seal. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

11.16. 280G. Anything in this Agreement to the contrary notwithstanding, in the event that it shall be determined that any payment, distribution, or other action by the Company to or for Executive's benefit (whether paid or payable or distributed or distributable pursuant to the terms of the Agreement or otherwise (a "**Parachute Payment**"), would result in an "excess parachute payment" within the meaning of Section 280G(b)(i) of the Code, and the value determined in accordance with Section 280G(d)(4) of the Code of the Parachute Payments, net of all taxes imposed on Executive (the "**Net After-Tax Amount**") that Executive would receive would be increased if the Parachute Payments were reduced, then the Parachute Payments shall be reduced by an amount (the "**Reduction Amount**") so that the Net After-Tax Amount after such reduction is greatest. For purposes of determining the Net After-Tax Amount, Executive shall be deemed to (i) pay federal income taxes at the highest marginal rates of federal income taxation for the calendar year in which the Parachute Payment is to be made, and (ii) pay applicable state and local income taxes at the highest marginal rate of taxation for the calendar year in which the Parachute Payment is to be made, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes. Subject to the provisions of this Section 11.16, all determinations required to be made under this Section 11.16, including the Net After-Tax Amount, the Reduction Amount and the Parachute Payments that are to be reduced pursuant to this Section 11.16 and the assumptions to be utilized in arriving at such determinations, shall be made by an independent public accounting firm selected by Executive (the "**Accounting Firm**"), which shall provide detailed supporting calculations both to the Company and Executive within fifteen (15) business days of the receipt of notice from Executive that there has been a Parachute Payment, or such earlier time as is requested by Executive. The Accounting Firm's decision as to which Parachute Payments are to be reduced shall be made (a) only from Parachute Payments that the Accounting Firm determines reasonably may be characterized as "parachute payments" under Section 280G of the Code; (b) only from Parachute Payments that are required to be made in cash; (c) only with respect to any amounts that are not payable pursuant to a "nonqualified deferred compensation plan" subject to Code Section 409A of the Code, until those payments have been reduced to zero; and (d) in reverse chronological order, to the extent that any Parachute Payments subject to reduction are made over time (e.g., in installments). In no event, however, shall any Parachute Payments be reduced if and to the extent such reduction would cause a violation of

Code Section 409A or other applicable law. All fees and expenses of the Accounting Firm shall be borne solely by the Company. Any determination by the Accounting Firm shall be binding upon the Company and Executive.

[This space left blank intentionally; signature page follows]

NATURE'S SUNSHINE PRODUCTS, INC.

By: /s/ Jason Roberts

Name: Jason Roberts

Title: SVP, Global HR

Ruth Perkins, an individual

/s/ Ruth Perkins

[***Signature Page to Executive Employment Agreement***]

Schedule A

Employment Agreement

Section 2.1 – Annual Salary: $575,000.00

Section 2.2 – Bonus Target Percentage: 70%*

Section 5.1.2 – Severance Period: 12 months

Section 5.6 – Severance Period in a Change of Control for purposes of COBRA coverage: 12 months

Section 5.6 – Change in Control Multiplier: 1x

Employee Initials: __RP_____ Date: _07/28/2026_____

Company Initials: ___JR____ Date: _07/28/2026_____

Nature's Sunshine Reports Second Quarter 2026 Results

Net Sales up 2% to $117.0 million, Gross Profit Margin up 194 Basis Points to 73.7%

LEHI, Utah – August 6, 2026 – Nature's Sunshine Products, Inc. (Nasdaq: NATR) ("Nature's Sunshine"), a global leader in manufacturing and marketing high-quality herbal and nutritional supplements, reported financial results for the second quarter ended June 30, 2026.

Second Quarter 2026 Financial Summary vs. Same Year-Ago Quarter

- Net sales were up 2% to $117.0 million compared to $114.8 million (up 4% in constant currency).
- Gross profit margin increased 194 basis points to 73.7% compared to 71.7%.
- GAAP net income attributable to common shareholders was $3.5 million, or $0.19 per diluted common share, compared to $5.3 million, or $0.28 per diluted common share.
- Adjusted EBITDA was $11.3 million compared to $11.3 million.

Management Commentary

"We delivered a solid quarter, with constant currency sales growth of 4% across nearly all of our geographic regions," said Ken Romanzi, CEO of Nature's Sunshine. "Results were led by 5% growth in Asia Pacific, driven by strong consultant engagement, and by North America, where digital sales increased 26%, fueled by continued momentum among new and returning customers. Growth was supported by continued customer acquisition, expansion of our digital capabilities, increased adoption of our auto-ship subscription programs, and solid consultant growth. Strong execution, disciplined cost management, and ongoing productivity initiatives also drove further gross margin expansion.

"The second quarter marked the beginning of investments in our Vision for Growth, our plan to accelerate our longer-term growth rate including continued expansion of our digital business, enhanced digital tools for our consultant base, deeper penetration of existing markets, and expansion into new markets. We believe these investments, combined with our strong business model and disciplined execution, position us to deliver sustainable, accelerated long-term growth."

Second Quarter 2026 Financial Results

Net Sales by Operating Segment (Amounts in Thousands)

Three Months Ended June 30,	2026	2025	Percent Change	Impact of Currency Exchange	Percent Change Excluding Impact of Currency
Asia	**$ 52,997**	$ 52,664	0.6 %	$ (2,466)	5.3 %
Europe	**22,694**	21,741	4.4	156	3.7
North America	**35,951**	34,977	2.8	(6)	2.8
Latin America and Other	**5,343**	5,368	(0.5)	174	(3.7)
	$ 116,985	$ 114,750	1.9 %	$ (2,142)	3.8 %

Net sales in the second quarter increased 2% to $117.0 million compared to $114.8 million in the same year-ago quarter. Excluding the impact from foreign exchange rates, net sales in the second quarter of 2026 increased 4% compared to the year-ago quarter.

Gross profit margin in the second quarter increased to 73.7% compared to 71.7% in the year-ago quarter. The increase was driven by cost savings initiatives and market mix.

Volume incentives as a percentage of net sales were 30.6% compared to 29.9% in the year-ago quarter. The increase was primarily due to timing of promotional incentives and market mix.

Selling, general and administrative expenses ("SG&A") in the second quarter were $44.9 million compared to $43.7 million in the year-ago quarter. The increase was primarily related to consultant events and variable selling expenses, partially offset by compensation costs. As a percentage of net sales, SG&A expenses were 38.4% for the second quarter of 2026 compared to 38.1% in the year-ago quarter.

Operating income in the second quarter increased to $5.5 million, or 4.7% of net sales, compared to $4.3 million, or 3.7% of net sales, in the year-ago quarter.

Other income (expense), net, in the second quarter of 2026 was $(0.1) million compared to $3.3 million in the second quarter of 2025. Other income (expense), net, primarily consisted of foreign exchange losses in Asia, partially offset by foreign exchange gains in Europe and Latin America that resulted from net changes in foreign currencies. The provision for income taxes was $1.8 million in the second quarter of 2026 compared to $2.0 million for the year-ago quarter.

GAAP net income attributable to common shareholders decreased to $3.5 million, or $0.19 per diluted common share, compared to $5.3 million, or $0.28 per diluted common share, in the second quarter of 2025. As a result of the December 2025 purchase of noncontrolling interests, there was no net income attributable to NSP China for the second quarter of 2026, compared to $0.9 million, or $0.05 per diluted common share, for the second quarter of 2025.

Adjusted EBITDA in the second quarter remained flat at $11.3 million compared to $11.3 million in the year-ago quarter. Adjusted EBITDA, which is a non-GAAP financial measure, is defined here as net income from continuing operations before taxes, depreciation, amortization, and other income (expense) adjusted to exclude share-based compensation expense and certain noted adjustments. A reconciliation of net income to adjusted EBITDA is provided in the attached financial tables.

Balance Sheet and Cash Flow

Net cash used by operating activities was $1.0 million for the six months ended June 30, 2026, compared to $6.9 million provided in the prior year period. Capital expenditures during the six months ended June 30, 2026, totaled $5.3 million compared to $2.5 million in the comparable period of 2025. During the six months ended June 30, 2026, the Company repurchased 113,000 shares at a total cost of $2.6 million or $22.55 per share. As of June 30, 2026, the Company had cash and cash equivalents of $82.5 million and zero debt.

Outlook

Reflecting the impact of a stronger U.S. dollar and recent softness in the China market, Nature's Sunshine now expects full year 2026 net sales to range between $490 to $500 million ($500 to $515 million prior). Adjusted EBITDA is now expected to range between $48 to $52 million ($50 to $54 million prior).

Conference Call

The Company will hold a conference call today at 5:00 p.m. Eastern time to discuss its second quarter of 2026 results.

Date: Thursday, August 6, 2026
Time: 5:00 p.m. Eastern time (3:00 p.m. Mountain time)
Toll-free dial-in number: 1-800-717-1738

International dial-in number: 1-646-307-1865
Conference ID: 39783

Please call the conference telephone number 5-10 minutes prior to the start time. An operator will register your name and organization. If you have any difficulty connecting with the conference call, please contact Gateway Group at 1-949-574-3860.

The conference call will be broadcast live and available for replay here and via the Events section of the Nature's Sunshine website here.

A replay of the conference call will be available after 8:00 p.m. Eastern time on the same day through Thursday, August 20, 2026.

Toll-free replay number: 1-844-512-2921
International replay number: 1-412-317-6671
Replay ID: 11139783

About Nature's Sunshine Products

Nature's Sunshine Products (Nasdaq: NATR), a leading natural health and wellness company, markets and distributes nutritional and personal care products in more than 40 countries. Nature's Sunshine manufactures most of its products through its own state-of-the-art facilities to ensure its products continue to set the standard for the highest quality, safety, and efficacy on the market today. Additional information about the company can be obtained at its website, www.naturessunshine.com.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This press release contains forward-looking statements regarding the Company's future business expectations, which are subject to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements may include, but are not limited to, statements relating to our objectives, plans, strategies and financial results, including expected improvements in gross profit and gross margin. All statements (other than statements of historical fact) that address activities, events or developments that we intend, expect, project, believe or anticipate will or may occur in the future are forward-looking statements. These statements are often characterized by terminology such as "believe," "hope," "may," "anticipate," "should," "intend," "plan," "will," "expect," "estimate," "project," "positioned," "strategy" and similar expressions, and are based on assumptions and assessments made in light of our experience and perception of historical trends, current conditions, expected future developments and other factors we believe to be appropriate. Forward-looking statements are not guarantees of future performance and are subject to risks and uncertainties, including the following:

- extensive government regulations to which the Company's products, business practices and manufacturing activities are subject, including, but not limited to, trade restrictions and export controls;
- registration of products for sale in foreign markets, or difficulty or increased cost of importing products into foreign markets;
- legal challenges to the Company's direct selling program or to the classification of its independent consultants;
- laws and regulations regarding direct selling may prohibit or restrict our ability to sell our products in some markets or require us to make changes to our business model in some markets;
- liabilities and obligations arising from improper activity by the Company's independent consultants;
- product liability claims;
- impact of anti-bribery laws, including the U.S. Foreign Corrupt Practices Act;
- the Company's ability to attract and retain independent consultants;

- the loss of one or more key independent consultants who have a significant sales network;
- the effect of fluctuating foreign exchange rates;
- failure of the Company's independent consultants to comply with advertising laws;
- changes to the Company's independent consultants' compensation plans;
- geopolitical issues and conflicts, including changes to U.S. trade policy resulting in new or additional tariffs;
- negative consequences resulting from difficult economic conditions, including the availability of liquidity or the willingness of the Company's customers to purchase products;
- risks associated with the manufacturing of the Company's products;
- supply chain disruptions, manufacturing interruptions or delays, or the failure to accurately forecast customer demand;
- failure to timely and effectively obtain shipments of products from our suppliers and contract manufacturers and deliver products to our independent consultants and customers;
- world-wide slowdowns and delays related to supply chain, ingredient shortages and logistical challenges;
- uncertainties relating to the application of transfer pricing, duties, value-added taxes, and other tax regulations, and changes thereto;
- changes in tax laws, treaties or regulations, or their interpretation;
- failure to maintain an effective system of internal controls over financial reporting;
- cybersecurity threats and exposure to data loss;
- the storage, processing, and use of data, some of which contain personal information, are subject to complex and evolving privacy and data protection laws and regulations;
- reliance on information technology infrastructure; and
- the sufficiency of trademarks and other intellectual property rights.

These and other risks and uncertainties that could cause actual results to differ from predicted results are more fully detailed under the caption "Risk Factors" in our reports filed with the Securities and Exchange Commission, including our Annual Report on Form 10-K and Quarterly Reports filed on Form 10-Q.

All forward-looking statements speak only as of the date of this press release and are expressly qualified in their entirety by the cautionary statements included in or incorporated by reference into this press release. Except as is required by law, the Company expressly disclaims any obligation to publicly release any revisions to forward-looking statements to reflect events after the date of this press release.

Non-GAAP Financial Measures

We have included information which has not been prepared in accordance with generally accepted accounting principles (GAAP), such as information concerning non-GAAP net income, adjusted EBITDA and net sales excluding the impact of foreign currency exchange fluctuations.

We believe that these non-GAAP measures provide investors with greater transparency to evaluate operational activities and financial results and facilitate consistent comparisons to the historical operating performance of prior periods. We utilize these non-GAAP measures of non-GAAP net income and adjusted EBITDA in the evaluation of our operations and believe that these measures are useful indicators of our operating performance and ability to fund our business. These non-GAAP financial measures should not be considered as an alternative to, or more meaningful than, U.S. GAAP net income (loss) as an indicator of our operating performance.

Other companies may use the same or similarly named measures, but exclude different items, which may not provide investors with a comparable view of Nature's Sunshine Products' performance in relation to other companies. We have included a reconciliation of net income, the most comparable GAAP measure, to adjusted EBITDA. We have also included a reconciliation of GAAP net income to non-GAAP net income and non-GAAP adjusted EPS, in the attached financial tables.

Net sales in local currency removes, from net sales in U.S. dollars, the impact of changes in exchange rates between the U.S. dollar and the functional currencies of our foreign subsidiaries. This is accomplished by translating the current period's net sales into U.S. dollars using the same foreign currency exchange rates that were used to translate the net sales for the previous comparable period.

We believe presenting the impact of foreign currency fluctuations is useful to investors because it allows a more meaningful comparison of net sales of our foreign operations from period to period. Net sales excluding the impact of foreign currency fluctuations should not be considered in isolation or as an alternative to net sales in U.S. dollar measures that reflect current period exchange rates, or to other financial measures calculated and presented in accordance with U.S. GAAP.

With respect to our adjusted EBITDA outlook for the full year 2026, a quantitative reconciliation to the corresponding GAAP information cannot be provided without unreasonable effort because of the inherent difficulty of accurately forecasting the occurrence and financial impact of the various adjusting items necessary for such reconciliation that have not yet occurred, are out of our control, or cannot be reasonably predicted, including but not limited to warrant liabilities and stock based compensation. For the same reasons, we are unable to assess the probable significance of the unavailable information, which could have a material impact on our future GAAP financial results.

Investor Relations:

Gateway Group, Inc.
Cody Slach
1-949-574-3860
NATR@gateway-grp.com

NATURE'S SUNSHINE PRODUCTS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(Amounts in thousands, except per share information)
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	**2025**	**2026**	**2025**
Net sales	**$ 116,985**	$ 114,750	**$ 239,877**	$ 227,998
Cost of sales	**30,811**	32,451	**63,726**	64,102
Gross profit	**86,174**	82,299	**176,151**	163,896
Operating expenses:				
Volume incentives	**35,817**	34,360	**72,710**	69,204
Selling, general and administrative	**44,876**	43,665	**88,415**	84,246
Operating income	**5,481**	4,274	**15,026**	10,446
Other income (expense):				
Interest and other income, net	**161**	268	**235**	473
Interest expense	**(53)**	(24)	**(88)**	(45)
Foreign exchange gains (losses), net	**(223)**	3,026	**(1,652)**	3,779
	(115)	3,270	**(1,505)**	4,207
Income before provision for income taxes	**5,366**	7,544	**13,521**	14,653
Provision for income taxes	**1,828**	2,025	**4,865**	4,250
Net income	**3,538**	5,519	**8,656**	10,403
Net income attributable to noncontrolling interests	**—**	186	**—**	323
Net income attributable to common shareholders	**$ 3,538**	$ 5,333	**$ 8,656**	$ 10,080
Basic and diluted net income per common share:				
Basic earnings per share attributable to common shareholders	**$ 0.20**	$ 0.29	**$ 0.49**	$ 0.55
Diluted earnings per share attributable to common shareholders	**$ 0.19**	$ 0.28	**$ 0.48**	$ 0.54
Weighted average basic common shares outstanding	**17,812**	18,406	**17,667**	18,446
Weighted average diluted common shares outstanding	**18,337**	18,966	**18,003**	18,832

NATURE'S SUNSHINE PRODUCTS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(Amounts in thousands)
(Unaudited)

	June 30, 2026	December 31, 2025
Assets		
Current assets:		
Cash and cash equivalents	**$ 82,503**	$ 93,891
Accounts receivable, net of allowance for doubtful accounts of $61 and $69, respectively	**13,861**	8,602
Inventories	**71,730**	68,312
Prepaid expenses and other	**10,302**	8,040
Total current assets	**178,396**	178,845
Property, plant and equipment, net	**30,955**	32,915
Operating lease right-of-use assets	**19,284**	17,600
Restricted investment securities - trading	**1,250**	1,132
Deferred income tax assets	**19,495**	20,068
Other assets	**10,443**	10,586
Total assets	**$ 259,823**	$ 261,146
Liabilities and Shareholders' Equity		
Current liabilities:		
Accounts payable	**$ 7,726**	$ 8,021
Accrued volume incentives and service fees	**25,320**	22,624
Accrued liabilities	**25,794**	34,080
Deferred revenue	**1,981**	5,840
Income taxes payable	**3,499**	4,703
Current portion of operating lease liabilities	**4,425**	3,270
Total current liabilities	**68,745**	78,538
Liability related to unrecognized tax benefits	**106**	428
Long-term portion of operating lease liabilities	**17,003**	15,630
Deferred compensation payable	**1,250**	1,132
Deferred income tax liabilities	**886**	954
Other liabilities	**2,517**	2,911
Total liabilities	**90,507**	99,593
Shareholders' equity:		
Common stock, no par value, 50,000 shares authorized, 17,614 and 17,508 shares issued and outstanding, respectively	**100,787**	102,192
Retained earnings	**85,584**	76,928
Accumulated other comprehensive loss	**(17,055)**	(17,567)
Total shareholders' equity	**169,316**	161,553
Total liabilities and shareholders' equity	**$ 259,823**	$ 261,146

NATURE'S SUNSHINE PRODUCTS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Amounts in thousands)
(Unaudited)

Six Months Ended June 30,	2026	2025
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	**$ 8,656**	$ 10,403
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation and amortization	**6,524**	6,999
Non-cash lease expense	**2,101**	2,675
Share-based compensation expense	**3,630**	2,938
Deferred income taxes	**647**	(3,179)
Purchase of trading investment securities	**(203)**	(78)
Proceeds from sale of trading investment securities	**247**	11
Realized and unrealized gains on investments	**(161)**	(59)
Foreign exchange (gains) losses	**1,652**	(3,779)
Changes in assets and liabilities:		
Accounts receivable	**(5,505)**	(2,963)
Inventories	**(4,379)**	(7,901)
Prepaid expenses and other current assets	**(2,314)**	(1,349)
Other assets	**(142)**	(355)
Accounts payable	**455**	790
Accrued volume incentives and service fees	**2,902**	1,193
Accrued liabilities	**(8,427)**	325
Deferred revenue	**(3,924)**	2,583
Lease liabilities	**(1,251)**	(2,684)
Income taxes payable	**(1,314)**	824
Liability related to unrecognized tax benefits	**(322)**	429
Deferred compensation payable	**117**	126
Net cash provided by (used in) operating activities	**(1,011)**	6,949
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property, plant and equipment	**(5,256)**	(2,460)
Net cash used in investing activities	**(5,256)**	(2,460)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from revolving credit facility	**30,935**	1,823
Principal payments of revolving credit facility	**(30,935)**	(1,823)
Payments related to tax withholding for net-share settled equity awards	**(2,473)**	(499)
Repurchase of common stock	**(2,562)**	(12,354)
Net cash used in financing activities	**(5,035)**	(12,853)
Effect of exchange rates on cash and cash equivalents	**(86)**	5,009
Net decrease in cash and cash equivalents	**(11,388)**	(3,355)
Cash and cash equivalents at the beginning of the period	**93,891**	84,700
Cash and cash equivalents at the end of the period	**$ 82,503**	$ 81,345
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid for income taxes, net of refunds	**$ 6,052**	$ 6,211
Cash paid for interest	**88**	45

NATURE'S SUNSHINE PRODUCTS, INC. AND SUBSIDIARIES
RECONCILIATION OF NET INCOME TO ADJUSTED EBITDA
(Amounts in thousands)
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Net income	**$ 3,538**	$ 5,519	**$ 8,656**	$ 10,403
Adjustments:				
Depreciation and amortization	**3,300**	3,500	**6,524**	6,999
Share-based compensation expense	**1,991**	1,638	**3,630**	2,938
Other (income) expense, net*	**115**	(3,270)	**1,505**	(4,207)
Provision for income taxes	**1,828**	2,025	**4,865**	4,250
Other adjustments (1)	**557**	1,853	**730**	1,853
Adjusted EBITDA	**$ 11,329**	$ 11,265	**$ 25,910**	$ 22,236
(1) Other adjustments				
Other non-recurring expenses	**$ 557**	$ 1,853	**$ 730**	$ 1,853
Total adjustments	**$ 557**	$ 1,853	**$ 730**	$ 1,853

* Other (income) expense, net is primarily comprised of foreign exchange (gains) losses, interest income, and interest expense.

NATURE'S SUNSHINE PRODUCTS, INC. AND SUBSIDIARIES
RECONCILIATION OF GAAP NET INCOME TO
NON-GAAP NET INCOME and NON-GAAP ADJUSTED EPS
(Amounts in thousands)
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Net income	**$ 3,538**	$ 5,519	**$ 8,656**	$ 10,403
Adjustments:				
Other non-recurring expenses	**557**	1,853	**730**	1,853
Tax impact of adjustments	**(140)**	(463)	**(183)**	(463)
Total adjustments	**417**	1,390	**547**	1,390
Non-GAAP net income	**$ 3,955**	$ 6,909	**$ 9,203**	$ 11,793
Reported income attributable to common shareholders	**$ 3,538**	$ 5,333	**$ 8,656**	$ 10,080
Total adjustments	**417**	1,390	**547**	1,390
Non-GAAP net income attributable to common shareholders	**$ 3,955**	$ 6,723	**$ 9,203**	$ 11,470
Basic income per share, as reported	**$ 0.20**	$ 0.29	**$ 0.49**	$ 0.55
Total adjustments, net of tax	**0.02**	0.08	**0.03**	0.08
Basic income per share, as adjusted	**$ 0.22**	$ 0.37	**$ 0.52**	$ 0.63
Diluted income per share, as reported	**$ 0.19**	$ 0.28	**$ 0.48**	$ 0.54
Total adjustments, net of tax	**0.02**	0.07	**0.03**	0.07
Diluted income per share, as adjusted	**$ 0.21**	$ 0.35	**$ 0.51**	$ 0.61

Nature's Sunshine Appoints Ruth Perkins as Executive Vice President and Chief Financial Officer

LEHI, Utah, August 6, 2026 – Nature's Sunshine Products, Inc. (NASDAQ: NATR), a global leader in manufacturing and marketing high-quality herbal and nutritional supplements, today announced the appointment of Ruth Perkins as Executive Vice President and Chief Financial Officer, effective September 1, 2026. Perkins will serve as a member of the Company's Growth Leadership Team and will be responsible for leading Nature's Sunshine's global finance organization, including financial planning and analysis, accounting, treasury, tax, internal audit, investor relations, and financial reporting.

Perkins brings more than 20 years of finance leadership experience across global consumer products companies, including The Estée Lauder Companies, PepsiCo, and Ford Motor Company. Most recently, she served as Senior Vice President, Global Value Chain Finance at The Estée Lauder Companies, where she led enterprise-wide financial strategy for the company's global supply chain and research and development organizations and partnered closely with senior leadership on capital allocation, productivity initiatives, operational transformation, long-range planning, and value creation efforts. Prior to Estée Lauder, Perkins spent nearly 18 years with PepsiCo, where she advanced through a series of finance leadership roles before serving as Vice President, Financial Planning & Analysis for PepsiCo Beverages North America.

"Ruth brings deep financial leadership experience across complex global consumer businesses, with a strong record of helping organizations improve performance, strengthen operational discipline, and make better strategic decisions," said Ken Romanzi, Chief Executive Officer of Nature's Sunshine. "Her background in enterprise planning, transformation, supply chain finance, capital allocation, and value creation will be highly relevant as we continue to sharpen our execution and position Nature's Sunshine for sustainable, profitable growth. Ruth has led finance at the highest levels of two of the world's premier consumer companies, Estee Lauder and PepsiCo, and that experience will serve Nature's Sunshine well as we advance our strategy."

"I am excited to join Nature's Sunshine at this important point in the Company's journey," said Ruth Perkins. "Nature's Sunshine is a purpose-driven company with a differentiated global platform and meaningful opportunities to create long-term value. I look forward to working with Ken, the Board, and the leadership team to support disciplined execution,

strengthen financial performance, and help advance the Company's strategy for customers, distributors, and shareholders."

Perkins holds a Master of Business Administration and a Bachelor of Science in Business Management from Brigham Young University.

About Nature's Sunshine

Nature's Sunshine Products (Nasdaq: NATR), a global leader in manufacturing and marketing high-quality herbal and nutritional supplements, distributes its products in more than 40 countries worldwide. Additional information about the Company can be obtained at its website, Nature's Sunshine.

Investor Relations Contact

Gateway Group, Inc.
Cody Slach
(949) 574-3860
NATR@gateway-grp.com

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the federal securities laws, including statements regarding the anticipated contributions of Perkins, the Company's growth strategy, financial performance, and long-term value creation. These statements are based on current expectations and assumptions and are subject to risks and uncertainties that could cause actual results to differ materially from those described herein. Readers are encouraged to review the Company's filings with the Securities and Exchange Commission for additional information regarding these and other risks.