

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION**

IN RE NATURE'S SUNSHINE PRODUCTS
SECURITIES LITIGATION,

This Document relates to: All Actions.

Master File No. 2:06cv00267 TS

(Consolidated with 2:06cv00287 DB,
2:06cv00311 DAK, 2:06cv00350 BSJ and
2:06cv00442 DB)

Judge Ted Stewart

Magistrate Judge Samuel Alba

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION

If you purchased the common stock ("Stock") of Nature's Sunshine Products, Inc. ("NSP") during the period from April 23, 2002 through and including April 5, 2006, and were damaged thereby, you could get a payment from a class action settlement (the "Settlement").

Under law, a federal court has authorized this notice.

- If approved by the Court, the Settlement will provide \$6,000,000, plus interest (the "Settlement Amount"), to pay claims of investors who purchased NSP Stock during the period from April 23, 2002 through and including April 5, 2006 (the "Settlement Class Period"), and were damaged thereby.
- The Settlement represents an average recovery of \$0.49 per share of NSP Stock for the 12.15 million shares outstanding *and* available for purchase during the Settlement Class Period. This estimate solely reflects average recovery per outstanding share of NSP Stock. This is not an estimate of the actual recovery per share you should expect. Your actual recovery will depend on the aggregate losses of all Settlement Class Members, the date(s) you purchased and sold NSP Stock and the total number of claims filed.
- Attorneys for the Lead Plaintiffs ("Settlement Class Counsel") intend to ask the Court to award them fees of up to one-third of the Settlement Amount, reimbursement of litigation expenses not to exceed \$250,000, and incentive awards to each of the Lead Plaintiffs not to exceed \$1,500. Collectively, the attorneys' fees, expenses, and incentive awards are estimated to average \$0.18 per share of NSP Stock. If approved by the Court, these amounts will be paid from the Settlement Fund.
- The approximate recovery, after deduction of attorneys' fees, expenses, and incentive awards approved by the Court, is an average of \$0.31 per share of NSP Stock. This estimate is based on the assumptions set forth in the preceding paragraph. Your actual recovery, if any, will vary depending on your purchase price and sales price and the number of Proof of Claim forms filed.
- The Settlement resolves the lawsuit concerning whether NSP, Douglas Faggioli, Craig D. Huff, and Franz L. Cristiani ("Defendants") violated the federal securities laws by causing NSP to issue false and misleading financial statements and making misrepresentations concerning their knowledge of allegedly fraudulent conduct. Defendants deny the allegations in the lawsuit and deny any wrongdoing. The Defendants and Lead Plaintiffs disagree on liability and damages.
- Your legal rights will be affected whether you act or do not act. If you do not act, you may permanently forfeit your right to recover on this claim. Therefore, you should read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM NO LATER THAN JANUARY 19, 2010.	The only way to get a payment.
EXCLUDE YOURSELF NO LATER THAN JANUARY 19, 2010.	Get no payment. This is the only option that allows you to be part of any other lawsuit against Defendants about the legal claims in this case.
OBJECT NO LATER THAN JANUARY 26, 2010.	Write to the Court about why you do not like the settlement.
GO TO A HEARING ON FEBRUARY 9, 2010	Speak in Court about the fairness of the settlement.
DO NOTHING	Get no payment. Give up rights.

INQUIRIES

Please do not contact the Court regarding this notice. All inquiries concerning this Notice, the Proof of Claim form, or any other questions by Settlement Class members should be directed to:

In re Nature's Sunshine Products Securities Litigation
Claims Administrator
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson Street, Suite 3
Media, PA 19063
Tel: (866) 274-4004
www.strategicclaims.net

COMMON QUESTIONS AND ANSWERS CONCERNING THE SETTLEMENT

1. Why did I get this Notice?

You or someone in your family may have purchased NSP Stock during the Settlement Class Period.

2. What is this lawsuit about?

The case is known as *In re Nature's Sunshine Products Securities Litigation*, Master File No. 2:06cv00267 TS (the "Litigation"), and the Court in charge of the case is the United States District Court for the District of Utah, Central Division.

The Litigation involves whether, in violation of federal securities laws, NSP and certain of its officers and directors violated the federal securities laws by issuing false and misleading financial statements and false Sarbanes-Oxley Certifications in connection with the sale of NSP Stock. All Defendants deny they did anything wrong. The Settlement resolves all of the claims in the Litigation.

3. Why is this a class action?

In a class action, one or more persons and/or entities, called Lead Plaintiffs, sue on behalf of all persons and/or entities who have similar claims. All of these persons and/or entities are referred to collectively as a Settlement Class, and these individual persons and/or entities are known as Settlement Class Members. One court resolves all of the issues for all Settlement Class Members, except for those Settlement Class Members who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

Lead Plaintiffs and Defendants do not agree regarding the merits of Plaintiffs' allegations with respect to liability or the average amount of damages per share that would be recoverable if Lead Plaintiffs were to prevail at trial on each claim. The issues on which the Lead Plaintiffs and Defendants disagree include: (1) whether Defendants made any materially false and misleading statements; (2) whether Defendants made the statements with the requisite knowledge; (3) whether the statements were the cause of the investors' alleged damages; and (4) the amount of damages, if any, suffered by investors.

This matter has not gone to trial and the Court has not decided in favor of either Plaintiffs or Defendants. Instead, Plaintiffs and Defendants have agreed to settle the Litigation. The Lead Plaintiffs and Settlement Class Counsel believe the settlement is best for all Settlement Class Members because of the risks associated with continued litigation and the nature of the defenses raised by the Defendants. Moreover, even if Plaintiffs win at trial, and also withstand Defendants' inevitable challenge on appeal, Plaintiffs might not be able to collect some, or all, of the Judgment.

5. How do I know if I am part of the Class settlement?

To be a Settlement Class Member, you must have purchased NSP Stock during the period from April 23, 2002 through and including April 5, 2006 (the "Settlement Class Period"). To be eligible to recover under the settlement, you also must have suffered losses as a result of your purchases of NSP stock during the Settlement Class Period.

6. Are there exceptions to being included?

Yes. You are not a Settlement Class Member if you are a Defendant, a member of the immediate family of any Defendant, an individual who served as a director and/or officer of NSP during any portion of the Settlement Class Period, the legal representative, heir, successor, or assign of any such excluded Person, or an entity in which any Defendant or any excluded Person has a controlling interest. Also, if you exclude yourself from the Settlement Class, as described below, you will not be part of the Settlement Class.

7. What does the Settlement provide?

a. What is the Settlement Fund? The proposed Settlement calls for Defendants to create a Settlement Fund in the amount of \$6,000,000, which will be deposited into an interest bearing account. The Settlement is subject to Court approval. Also, subject to the Court's approval, a portion of the Settlement Fund will be used to pay Lead Plaintiffs' attorneys' fees and reasonable litigation expenses and any award to Lead Plaintiffs. A portion of the Settlement Fund will also be used to pay taxes due on interest earned by the Settlement Fund, if necessary, and any notice and claims administration expenses permitted by the Court. After the foregoing deductions from the Settlement Fund have been made, the amount remaining (the "Net Settlement Fund") will be distributed to Settlement Class Members who submit valid claims.

b. What can you expect to receive under the proposed Settlement? Your share of the Net Settlement Fund will or may depend on: (i) the number of claims filed; (ii) the dates you purchased and sold NSP Stock; (iii) the prices of your purchases and sales; (iv) the amount of administrative costs, including the costs of notice; and (v) the amount awarded by the Court to Lead Plaintiffs and Settlement Class Counsel for attorneys' fees, costs and expenses.

The compensable loss per share ("Recognized Loss") for each claimant shall be determined based on the inflation in the share price caused by the alleged fraud at the date of purchase minus the inflation in share price at the date of sale. Inflation in the share price shall be determined by the price paid or received in each transaction multiplied by the inflation percentage applicable to the transaction date. The inflation percentage is adjusted to reflect that portion of the declines in the share price of NSP stock that can be explained by identified events that revealed corrective information as determined by an event study by Plaintiffs' damages expert and as a result of deliberations of Lead Plaintiffs and Settlement Class Counsel.

The plan of allocation covers purchases of the common shares of NSP stock over two specific time periods. Purchasers of Nature's Sunshine common shares during the period from March 16, 2005 through April 5, 2006 are entitled to damages if they sold their shares at a loss on or between February 17, 2006 and July 3, 2006 or otherwise continued to hold their shares after July 3, 2006. Additionally, purchasers of Nature's Sunshine common shares during the period from April 23, 2002 through March 15, 2005 that continued to hold their shares until at least February 17, 2006, are eligible to file claims for damages but may either have no investment losses or no recognized claim for damages given the plan of allocation set forth below. The plan of allocation allocates a smaller portion of the Settlement Fund to Purchasers during the period April 23, 2002 through March 15, 2005 because the District Court previously dismissed with prejudice the claims of these purchasers. It is expected that eligible claims for damages for shares purchased for these earlier purchasers will represent no more than 4.0% of total claims under the plan of allocation. Thus, the settlement of \$6.0 million would result in a gross recovery per damaged share purchased during the Class Period of approximately \$0.88 per share.

The Recognized Loss of each Authorized Claimant shall be calculated according to the following formula:

Calculation of Recognized Loss for Nature's Sunshine Common Stock Purchases During the Period from April 23, 2002 and March 15, 2005:

- A. For each share purchased between April 23, 2002 and March 15, 2005, and held through the close of business on February 16, 2006, and sold on or before July 3, 2006, the Recognized Loss for each such share shall be the lesser of:
- (i) 2.0% of the purchase price (excluding all fees and commission) minus [the inflation percent applicable to each share on the date sold as set forth in Table 1 times the selling price (excluding all fees and commissions)], or
 - (ii) the actual purchase price of each such share (excluding all fees and commissions) minus the actual sale price (excluding all fees and commission), or
 - (iii) the actual purchase price of each such share (excluding all fees and commissions) minus the average closing price for the date of sale as set forth in Table 2 below, if sold on or after April 5, 2006.
- B. For each share purchased between April 23, 2002 and March 15, 2005, and held through the close of business on July 3, 2006, the Recognized Loss for each such share shall be the lesser of:
- (i) 2.0% of the purchase price (excluding all fees and commission); or
 - (ii) the actual purchase price of each such share (excluding all fees and commissions) minus the average closing price of \$10.17 per share.

Calculation of Recognized Loss for Nature's Sunshine Common Stock Purchases During the Period from March 16, 2005 through April 5, 2006:

- A. For each share purchased on or between March 16, 2005 and April 5, 2006, and held through the close of business on February 16, 2006, and sold on or before July 3, 2006, the Recognized Loss for each such share shall be the lesser of:

- (i) [The percentage of inflation applicable to each share on the date of purchase as set forth in Table 1 times the purchase price (excluding all fees and commission)] minus [the percent inflation applicable to each share on the date sold as set forth in Table 1 times the selling price (excluding all fees and commissions)], or
 - (ii) The actual purchase price of each such share (excluding all fees and commissions) minus the actual sale price (excluding all fees and commissions), or
 - (iii) The actual purchase price of each such share (excluding all fees and commissions) minus the average closing price for the date of sale as set forth in Table 2 below, if sold on or after April 5, 2006.
- B. For each share purchased between March 16, 2005 and April 5, 2006, and held through the close of business on July 3, 2006, the Recognized Loss for each such share shall be the lesser of:
- (i) The percentage of inflation applicable to each share on the date of purchase as set forth in Table 1 times the purchase price (excluding all fees and commission); or
 - (ii) The actual purchase price of each such share (excluding all fees and commissions) minus the average closing price of \$10.17 per share.

For all purposes the transaction date and not the settlement date shall be used as the date for determining inflation per share, eligibility to file a claim and the calculation of Recognized Losses.

Table 1: Inflation per Share Table for Nature's Sunshine Common Shares

Period	Begin Date	End Date	Percentage Inflation per Share
1	23-Apr-02	15-Mar-05	2.00%
2	16-Mar-05	16-Feb-06	31.8%
3	17-Feb-06	19-Mar-06	27.8%
4	20-Mar-06	23-Mar-06	22.5%
5	24-Mar-06	3-Apr-06	16.2%
6	4-Apr-06	4-Apr-06	8.0%
7	5-Apr-06	Current	0.0%

Table 2: PSLRA Loss Limitation Table for Nature's Sunshine Common Shares

Date	Closing Price	Avg. Closing Price	Date	Closing Price	Avg. Closing Price
4/5/2006	\$ 8.50	\$ 8.50	5/3/2006	\$10.60	\$ 9.69
4/6/2006	\$ 9.10	\$ 8.80	5/4/2006	\$10.58	\$ 9.73
4/7/2006	\$ 8.65	\$ 8.75	5/5/2006	\$10.02	\$ 9.74
4/10/2006	\$ 9.00	\$ 8.81	5/8/2006	\$10.14	\$ 9.76
4/11/2006	\$ 9.00	\$ 8.85	5/9/2006	\$10.52	\$ 9.79
4/12/2006	\$ 8.99	\$ 8.87	5/10/2006	\$10.63	\$ 9.82
4/13/2006	\$ 9.12	\$ 8.91	5/11/2006	\$10.85	\$ 9.86
4/17/2006	\$ 9.30	\$ 8.96	5/12/2006	\$10.80	\$ 9.90
4/18/2006	\$ 9.50	\$ 9.02	5/15/2006	\$10.80	\$ 9.93
4/19/2006	\$ 9.45	\$ 9.06	5/16/2006	\$11.20	\$ 9.97
4/20/2006	\$ 9.30	\$ 9.08	5/17/2006	\$11.55	\$10.03
4/21/2006	\$ 9.38	\$ 9.11	5/18/2006	\$11.45	\$10.07
4/24/2006	\$ 9.95	\$ 9.17	5/19/2006	\$11.40	\$10.11
4/25/2006	\$10.30	\$ 9.25	5/22/2006	\$11.40	\$10.15
4/26/2006	\$10.95	\$ 9.37	5/23/2006	\$11.38	\$10.19
4/27/2006	\$11.05	\$ 9.47	5/24/2006	\$11.35	\$10.22
4/28/2006	\$10.58	\$ 9.54	5/25/2006	\$11.10	\$10.25
5/1/2006	\$10.90	\$ 9.61	5/26/2006	\$11.20	\$10.27
5/2/2006	\$10.11	\$ 9.64	5/30/2006	\$10.90	\$10.29

Table 2: PSLRA Loss Limitation Table for Nature's Sunshine Common Shares (continued)

Date	Closing Price	Avg. Closing Price
5/31/2006	\$10.80	\$10.30
6/1/2006	\$10.90	\$10.32
6/2/2006	\$10.85	\$10.33
6/5/2006	\$10.73	\$10.34
6/6/2006	\$10.73	\$10.35
6/7/2006	\$10.70	\$10.36
6/8/2006	\$10.62	\$10.36
6/9/2006	\$10.46	\$10.36
6/12/2006	\$ 9.99	\$10.36
6/13/2006	\$ 9.65	\$10.34
6/14/2006	\$ 9.75	\$10.33
6/15/2006	\$ 9.68	\$10.32

Date	Closing Price	Avg. Closing Price
6/16/2006	\$ 9.50	\$10.30
6/19/2006	\$ 9.48	\$10.29
6/20/2006	\$ 9.89	\$10.28
6/21/2006	\$ 9.95	\$10.27
6/22/2006	\$ 9.80	\$10.26
6/23/2006	\$ 9.75	\$10.25
6/26/2006	\$ 9.70	\$10.24
6/27/2006	\$ 9.30	\$10.23
6/28/2006	\$ 9.30	\$10.21
6/29/2006	\$ 9.35	\$10.20
6/30/2006	\$ 9.33	\$10.18
7/3/2006	\$ 9.33	\$10.17

c. Are there any further limitations on the amount I may receive?

- i) To the extent there are sufficient funds in the Net Settlement Fund, each Settlement Class Member with a Recognized Loss that satisfies the requirements approved by the Court (“Authorized Claimant”) will receive an amount equal to the Authorized Claimant’s Recognized Loss described above. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total Recognized Loss of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant’s Recognized Loss bears to the total of the Recognized Losses of all Authorized Claimants.
- ii) For Settlement Class members who conducted multiple transactions in NSP Stock during the Settlement Class Period, the earliest subsequent sale shall be matched first against those shares in the Claimant’s opening position on the first day of the Settlement Class Period, and then matched chronologically thereafter against each purchase made during the Settlement Class Period using the (FIFO) method of accounting.
- iii) Settlement Class Members’ transactions during the Settlement Class Period resulting in a gain shall be netted against the Settlement Class Members’ transactions resulting in a loss to arrive at the Recognized Loss.
- iv) Any Settlement Class Members whose collective transactions in NSP Stock during the Settlement Class Period resulted in a net gain shall not be entitled to share in the Net Settlement Fund.
- v) The purchase and sales prices exclude any brokerage commissions, transfer taxes or other fees.
- vi) The covering purchase of a short sale is not an eligible purchase. Gifts and transfers are not eligible purchases.
- vii) Shares of stock sold at a loss before February 17, 2006 are not entitled to or allocated any payment from the Net Settlement Fund for any such shares.

8. How can I get a payment?

To qualify for a payment, you must send in a form entitled “Proof of Claim and Release form.” This claim form is attached to this Notice. You may also obtain a claim form on the Internet at www.strategicclaims.net. Read the instructions carefully, fill out the form, sign it in the location indicated, and mail the claim form together with all documentation requested in the form, postmarked no later than January 19, 2010, to:

In re Nature’s Sunshine Products Securities Litigation
 Claims Administrator
 c/o Strategic Claims Services
 P.O. Box 230
 600 N. Jackson Street, Suite 3
 Media, PA 19063

The Claims Administrator will process your claim and determine whether you are an “Authorized Claimant.”

9. What am I giving up to get a payment or stay in the Settlement Class?

Unless you exclude yourself, you will remain in the Settlement Class. That means that if the Settlement is approved, you and all Settlement Class Members will release all claims (agreeing never to sue, continue to sue, or be part of any other lawsuit) against Defendants and all other persons and entities in connection with your acquisition of NSP Stock during the Settlement Class Period. It also means that all of the Court's orders will apply to you and legally bind you. If you sign the claim form, you are agreeing to a "Release of Claims," which will bar you from ever filing a lawsuit against any person or entity to recover losses from the acquisition or sale of NSP Stock during the Settlement Class Period. That means you will accept a share in the Net Settlement Fund as sole compensation for any losses you have suffered in the acquisition and sale of NSP Stock during the Settlement Class Period.

10. How do I get out of the Settlement?

If you do not want to receive a payment from this Settlement, and you want to keep the right to sue or continue to sue Defendants on your own based on the legal claims raised in this Litigation, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting out" of—the Settlement. To exclude yourself from the Settlement, you must mail a letter stating you want to be excluded as a Settlement Class Member from *In re Nature's Sunshine Products Securities Litigation*, Master File No. 2:06cv00267 TS. Be sure to include your name, address, telephone number and your signature, along with an accurate list of all of your purchases and sales including the date(s), price(s), type(s), and amount(s) of NSP Stock. You must mail your exclusion request, postmarked no later than January 19, 2010, to:

In re Nature's Sunshine Products Securities Litigation
Claims Administrator
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson Street, Suite 3
Media, PA 19063

You cannot exclude yourself by telephone or by e-mail. If you ask to be excluded, you will not receive a settlement payment, and you cannot object to the Settlement. If you ask to be excluded, you will not be legally bound by anything that happens in this Litigation.

11. If I do not exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately, since you may have to exclude yourself from this Settlement Class to continue your own lawsuit.

12. Do I have a lawyer in this case?

The Court appointed the Rosen Law Firm, P.A. to represent you and the other Settlement Class Members. These lawyers are called Settlement Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

Settlement Class Counsel have expended considerable time litigating this action on a contingent fee basis, and have paid for the expenses of the litigation themselves and have not been paid attorneys' fees in advance of this Settlement with the expectation that if they are successful in recovering money for the Settlement Class, they will receive attorneys' fees and be reimbursed for their litigation expenses from the Settlement Fund, as is customary in this type of litigation. Settlement Class Counsel will not receive attorneys' fees or be reimbursed for their litigation expenses except from the Settlement Fund. Therefore, Settlement Class Counsel will file a motion asking the Court at the Fairness Hearing to make an award of attorneys' fees in an amount not to exceed one-third the Settlement Amount, for reimbursement of reasonable litigation expenses not to exceed \$250,000, and awards to each of the Lead Plaintiffs in an amount not to exceed \$1,500 per award. The Court may award less than these amounts. Any amounts awarded by the Court will come out of the Settlement Fund.

14. How do I tell the Court that I do not like the Settlement?

You can tell the Court you do not agree with the Settlement, any part of the Settlement, or Settlement Class Counsel's motion for attorneys' fees, and that you think the Court should not approve the Settlement, by mailing a letter stating that you object to the Settlement in *In re Nature's Sunshine Products Securities Litigation*, Master File No. 2:06cv00267 TS. Be sure to include your name, address, telephone number, your signature, a list of your purchases and sales of NSP Stock in order to show your membership in the Settlement Class, and all of the reasons you object

to the Settlement. Be sure to mail the objections to the three different places listed below, postmarked no later than January 26, 2010, so the Court will consider your views:

COURT	SETTLEMENT CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court United States District Court for the District of Utah 350 South Main Street Salt Lake City, Utah 84101	Phillip Kim, Esq. THE ROSEN LAW FIRM, P.A. 350 Fifth Avenue, Suite 5508 New York, New York 10118	Raymond J. Etcheverry, Esq. PARSONS BEHLE & LATIMER 201 South Main Street, Suite 1800 Salt Lake City, Utah 84111

15. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Requesting exclusion is telling the Court you do not want to be part of the Settlement Class and Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer concerns you.

16. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on February 9, 2010, at 2:00 p.m., at the United States District Court for the District of Utah, 350 South Main Street, Salt Lake City, Utah 84101. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to approve the Settlement. If there are objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Settlement Class Counsel for attorneys' fees and expenses.

17. Do I have to come to the hearing?

No. Settlement Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

18. What happens if I do nothing at all?

If you do nothing, you will not receive a payment from the Settlement. However, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the claims made in this case ever again.

DATED: October 8, 2009

BY ORDER OF THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION

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**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION**

IN RE NATURE'S SUNSHINE PRODUCTS
SECURITIES LITIGATION,

This Document relates to: All Actions.

Master File No. 2:06cv00267 TS

(Consolidated with 2:06cv00287 DB,
2:06cv00311 DAK, 2:06cv00350 BSJ and
2:06cv00442 DB)

Judge Ted Stewart

Magistrate Judge Samuel Alba

PROOF OF CLAIM AND RELEASE

TO ALL NATURE'S SUNSHINE PRODUCTS, INC. SETTLEMENT CLASS MEMBERS:

I. GENERAL INFORMATION AND INSTRUCTIONS

A. Settlement of Class Action Regarding Nature's Sunshine Products, Inc.: There has been a settlement in a case entitled "*In re Nature's Sunshine Products Securities Litigation*," Master File No. 2:06cv00267 TS, pending in the United States District Court for the District of Utah, Central Division (the "Litigation"). The case was brought on behalf of a Settlement Class consisting of:

All persons who purchased or otherwise acquired the common stock ("Stock") of Nature's Sunshine Products, Inc., ("NSP") during the period from April 23, 2002 through and including April 5, 2006, and suffered losses.

B. You May Be Entitled to A Recovery; What to Do to Get It: If you are a member of the Settlement Class, you are entitled to a recovery. In order to obtain your recovery, you must:

1. Complete and sign a Proof of Claim (provided below), and submit it on a timely basis. If you fail to do so, your claim may be rejected and you may be precluded from any recovery.
2. Mail your completed and signed Proof of Claim postmarked on or before January 19, 2010, addressed as follows:

In re Nature's Sunshine Products Securities Litigation
Claims Administrator
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson Street, Suite 3
Media, PA 19063

C. How to Exclude Yourself from the Settlement: If you are a Settlement Class Member and you do not want to participate in the settlement, you must submit a timely request for exclusion (the "Request for Exclusion"). The Request for Exclusion must state the following: the name, address, telephone number and signature of the individual or entity who wishes to be excluded from the Settlement Class, as well as information concerning his, her, or its purchases, sales and current holdings of NSP Stock acquired during the period of April 23, 2002 through and including July 3, 2006. The Request for Exclusion must be postmarked no later than January 19, 2010 to the address designated in the Notice, and mailed by first-class mail. If you do not file a Request for Exclusion, you will be bound by the terms of any judgment entered in the case, even if you do not submit a proof of claim and release.

II. CLAIMANT IDENTIFICATION

This information concerns Part I of the Proof of Claim.

A. Explanation as to Whether You Are a Beneficial Purchaser Or Record Purchaser: If you purchased or otherwise acquired NSP Stock and held it in your name, you are the beneficial purchaser as well as the record purchaser. If you purchased or otherwise acquired NSP Stock and it was registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

B. Beneficial Purchaser Or His/Her Legal Representative Must Submit Claim: Only the actual beneficial purchaser or purchasers, or the legal representative of such purchaser or purchasers, can submit a claim.

C. Requirements For Joint Purchasers, Executors, Etc.: All joint purchasers must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of persons represented by them, their authority must accompany this claim, and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim.

III. DETAILS OF AND SUPPORT FOR YOUR CLAIM

This information concerns Part II of the Proof of Claim.

A. In Part II of the Proof of Claim, you should supply all required details of your transaction(s) in NSP Stock. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

B. On the schedules, provide all of the requested information with respect to **all** of your purchases or acquisitions and **all** of your sales of NSP Stock that took place at **any** time regardless of whether such transactions resulted in a profit or a loss.

C. List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day and year of each transaction you list.

D. The term "Purchase Price" means the amount paid for the Stock (excluding commissions and transfer taxes), and the term "Sales Price" means the amount realized on the sale of the Stock (before commissions and transfer taxes). The date of the purchase or sale is the "contract" or "trade" date as distinguished from the "settlement" date.

E. Broker confirmations or other documentation of your transactions in NSP Stock must be attached to your claim.

PART II: SCHEDULE OF TRANSACTIONS IN NATURE'S SUNSHINE PRODUCTS, INC. STOCK

A. Number of shares of Nature's Sunshine Products, Inc. ("NSP") Stock held at the beginning of trading on April 23, 2002: _____

B. Purchases or Acquisitions of NSP Stock during the period from April 23, 2002 through July 3, 2006, inclusive:

	<u>Trade Date</u> <u>(Month/Day/Year)</u>	<u>Number of Shares</u> <u>Purchased or Acquired</u>	<u>Total Purchase Price</u>
1.	□□/□□/□□□□	□□□□□□	\$□□,□□□□.□□
2.	□□/□□/□□□□	□□□□□□	\$□□,□□□□.□□
3.	□□/□□/□□□□	□□□□□□	\$□□,□□□□.□□
4.	□□/□□/□□□□	□□□□□□	\$□□,□□□□.□□

IMPORTANT: Identify by number listed above all purchases in which you covered a "short sale": _____

C. Sales of NSP Stock during the period from April 23, 2002 through July 3, 2006, inclusive:

	<u>Trade Date</u> <u>(Month/Day/Year)</u>	<u>Number of Shares</u> <u>Sold</u>	<u>Total Sale Price</u>
1.	□□/□□/□□□□	□□□□□□	\$□□,□□□□.□□
2.	□□/□□/□□□□	□□□□□□	\$□□,□□□□.□□
3.	□□/□□/□□□□	□□□□□□	\$□□,□□□□.□□
4.	□□/□□/□□□□	□□□□□□	\$□□,□□□□.□□
5.	□□/□□/□□□□	□□□□□□	\$□□,□□□□.□□
6.	□□/□□/□□□□	□□□□□□	\$□□,□□□□.□□
7.	□□/□□/□□□□	□□□□□□	\$□□,□□□□.□□
8.	□□/□□/□□□□	□□□□□□	\$□□,□□□□.□□

D. Number of shares of NSP Stock held at close of trading on July 3, 2006: _____

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

YOU MUST READ THE FOLLOWING AGREEMENT TO SUBMIT TO JURISDICTION/ACKNOWLEDGMENTS AND RELEASE AND SIGN ON PAGE 14.

V. AGREEMENT TO SUBMIT TO JURISDICTION OF COURT/ACKNOWLEDGMENTS

I (we) submit this Proof of Claim and Release under the terms of the Stipulation of Settlement (“Stipulation”) described in the Notice of Pendency and Proposed Settlement of Class Action. I (we) also submit to the jurisdiction of the United States District Court for the District of Utah, Central Division with respect to my (our) claim as a Settlement Class Member and for purposes of enforcing the release set forth herein. I (we) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (we) agree to furnish additional information to support this claim if required to do so. I (we) have not submitted any other claim covering the same purchases or acquisitions of NSP Stock and know of no other Person having done so on my (our) behalf.

VI. RELEASE

A. I (we), on behalf of myself (ourselves), and my (our) current and former heirs, executors, administrators, successors, attorneys, insurers and assigns, and any person I (we) represent, hereby release, and shall forever be enjoined from prosecuting, any and all known and unknown claims against any person or entity arising out of or relating in any way to the subject matter of *In re Nature’s Sunshine Products Securities Litigation*.

B. This release shall be of no force or effect unless and until the Court approves the Stipulation and the Stipulation becomes effective on the Effective Date (as defined in the Stipulation).

C. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

D. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in NSP Stock that occurred between April 23, 2002 and July 3, 2006, inclusive as well as the number of shares of NSP Stock held by me (us) at the close of trading on July 3, 2006.

SUBSTITUTE FORM W-9

Request for Taxpayer Identification Number ("TIN") and Certification

PART I

Name:

Grid for entering the name.

Check appropriate box:

Individual/Sole Proprietor: Corporation: IRA: Partnership: Trust: Pension Plan:

Other: _____

Enter TIN on appropriate line.

For individuals, this is your Social Security Number ("SSN").

For sole proprietors, you must show your individual name, but you may also enter your business or "doing business as" name. You may enter either your SSN or your Employer Identification Number ("EIN").

For other entities, it is your EIN.

Social Security Number: -- OR Employer Identification Number: -

PART II

For Payees Exempt from Backup Withholding

If you are exempt from backup withholding, enter your correct TIN in Part I and write "exempt" on the following line:

PART III

Certification

UNDER THE PENALTY OF PERJURY, I (WE) CERTIFY THAT:

- 1. The number shown on this form is my (our) correct TIN; and
2. I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1) (C) of the Internal Revenue Code because: (a) I am (we are) exempt from backup withholding; or (b) I (we) have not been notified by the Internal Revenue Service that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the Internal Revenue Service has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, you must cross out Item 2 above.

SEE ENCLOSED FORM W-9 INSTRUCTIONS

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

I (we) declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this _____ day of _____, in _____, _____.

(Sign your name here)

(Joint Owner Signature)

(Type or print your name here)

(Type or print your name here)

(Capacity of person(s) signing, e.g., Beneficial Purchaser, Executor or Administrator)

(Capacity of person(s) signing, e.g., Beneficial Purchaser, Executor or Administrator)

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In re Nature's Sunshine Products Securities Litigation
Claims Administrator
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson Street, Suite 3
Media, PA 19063

FIRST CLASS MAIL
U.S. POSTAGE
PAID
PERMIT NO. 138
PHILADELPHIA, PA

FIRST CLASS MAIL

PLEASE FORWARD—IMPORTANT LEGAL NOTICE

**ACCURATE CLAIMS PROCESSING TAKES A
SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and declaration.
2. Please remember to attach supporting documentation.
3. Do not send original stock certificates.
4. Keep a copy of your claim form for your records.
5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send us your new address.